

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foss Manufacturing Company, Inc.	Foss Manufacturing Company of New Hampshire, Inc.	07/26/2000	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Texon International Plc
Street Address:	150 Lincoln St., Suite 6A
City:	Leicester
State/Country:	UNITED KINGDOM
Postal Code:	LE4 5BX
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number
Registration Number:	1534284
Registration Number:	1464617
Registration Number:	1463589

CORRESPONDENCE DATA

Fax Number: (617)542-2878
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-542-2877
 Email: sfriends@staceyfriends.com
 Correspondent Name: Stacey Friends, Esq.
 Address Line 1: 150 Lincoln St., Suite 6A
 Address Line 4: Boston, MASSACHUSETTS 02111

DOMESTIC REPRESENTATIVE

900001001

**TRADEMARK
 REEL: 002684 FRAME: 0158**

OP \$90.00 1534284

Name: Stacey Friends, Esq.
Address Line 1: 150 Lincoln St., Suite 6A
Address Line 4: Boston, MASSACHUSETTS 02111



NAME OF SUBMITTER:

Stacey Friends, Esq.

Total Attachments: 8

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**EXECUTED as a DEED by
FOSS
acting by two directors or
one director and the Company
Secretary in the presence of:-**

 +


Director

Director/Secretary

**EXECUTED as a DEED by
FOSS
acting by two directors or
one director and the Company
Secretary in the presence of:-**

Director

Director/Secretary

**EXECUTED as a DEED by
Texon
acting by two directors or one director
and the Company Secretary in the
presence of:-**

Director



Director/Secretary



THIS DEED is made the 26 July

2000

BETWEEN

- (1) **FOSS** **FOSS MANUFACTURING COMPANY INC** (formerly FOSS Manufacturing Company of New Hampshire Inc) (a corporation registered in the state of New Hampshire and formed on September 12, 1975)

- (2) **Texon** **TEXON INTERNATIONAL PLC** (a company registered in England and Wales with registered number 3447210) whose registered office is at 100 Ross Walk, Leicester LE4 5BX

INTRODUCTION

- (A) FOSS is the owner and proprietor of the Intellectual Property.

- (B) FOSS has agreed to assign the Intellectual Property to Texon on the terms of and subject to the conditions contained in this Agreement

OPERATIVE PROVISIONS

1. Definitions

1.1 In this Agreement

1.1.1 where the context so admits the following expressions shall bear the following meanings:-

- "Business" FOSS' Group's business of manufacturing, sale and distribution of footwear components

- "Know-how" all or any part of the information (whether or not confidential and in whatever form held) relating without limitation to the Business and Patents to be supplied orally or in writing by FOSS to Texon to the extent solely used in the Business

- "FOSS' Group" FOSS, its holding company and all companies and undertakings which now or in the future become subsidiaries or subsidiary undertakings of FOSS or of any such holding company

- "Field of Use" the manufacture, sale and distribution of non-leather shoe components limited to toe puffs, stiffeners, insoles, non-woven linings (ie, Aquiline type), and

slipper components together with specialist paints and finishes for heel finishing, and all materials capable of being used in the manufacture of any of the above by any third party, when sold to third parties for use in the manufacture of the above listed shoe components save where they are used by a third party and FOSS has no knowledge and could not reasonably be expected to have any knowledge of that use. Notwithstanding the above, this shall not include the manufacture, sale or distribution of Retail Applications or knitted or woven products and/or General Shoe Components

"French Agreement"	the agreement for the sale and purchase of the French footwear components manufacturing sale and distribution business and assets of FOSS and its subsidiary companies including the sale and purchase of the entire share capital of SCI Lambiotte Immobiliere entered into between Texon France S.A. and Lambiotte Foss S.A. of even date
"General Shoe Components"	all footwear related components not being Prohibited Business other than Retail Applications or knitted or woven material (as defined in the Umbrella Agreement)
"Intellectual Property"	collectively the Know-how, Patents and Trade Marks
"Licensing Agreement"	the patent, Know-how and Trade Mark Licensing Agreement entered into between Texon and Foss of even date
"Patents"	the patent applications and registered patents brief particulars of which are set out at schedule 1
"Retail Applications"	all footwear products manufactured by FOSS (or FOSS' Group) sold to the retail market and not directly or indirectly to footwear manufacturers.
"Texon's Group"	Texon and its subsidiaries
"Trade Marks"	the registered and unregistered trade marks brief particulars of which are set out at schedule 2
"Umbrella Agreement"	the agreement for the sale and purchase of the footwear components manufacturing sale and distribution business and assets of FOSS and its

subsidiary companies entered into between FOSS and Texon of even date

"USA Agreement"

the agreement for the sale and purchase of the USA footwear components manufacturing sale and distribution business and assets of FOSS entered into between Texon USA Inc and FOSS of even date

1.1.2 clause headings are for ease of reference only and do not affect the construction of this Agreement.

2. Assignment

2.1 In consideration of the sum of \$1 (one US dollar) now paid by Texon to FOSS (receipt of which FOSS hereby acknowledges) FOSS hereby assigns with full title guarantee to Texon all its right title and interest in and to the Intellectual Property together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies and to have the benefit of any remedy obtained in respect of any supposed infringement of such rights or other acts within the scope of the claims of any published specification of the Intellectual Property.

3. Licence to FOSS

3.1 Texon hereby grants to FOSS and FOSS' Group a royalty-free exclusive irrevocable licence to use the Intellectual Property solely outside the Field of Use in the Territory including the right to sub-licence subject to clause 8.2.

3.2 The licence granted hereunder is indefinite in duration and this Agreement together with the rights granted hereunder cannot be terminated by Texon.

4. FOSS's Warranties

4.1 FOSS warrants that:

4.1.1 FOSS is:-

4.1.1.1 properly registered as the sole registered proprietor of the Patents and Trade Marks;

4.1.1.2 the owner and proprietor of the Know-how; and

4.1.1.3 has full power to enter into this Agreement;

4.1.2 the Intellectual Property is subsisting;

4.1.3 FOSS has not granted any assignments by way of security charges or license

to the Intellectual Property;

4.1.4 to the best of FOSS's knowledge information and belief FOSS has not either by act or omission caused or permitted anything which may endanger the registration of the Patents or the Trade Marks;

4.1.5 FOSS has not knowingly withheld from Texon knowledge of any circumstance that may cause the Registrar of Patents or the Registrar of Trade Marks to object to the registration of this Agreement;

4.1.6 any renewal fee payable by the date of this Agreement has been duly paid; and

4.1.7 FOSS has not received any notice from any third party within the last 12 months of the date of this Agreement alleging that the use of the Intellectual Property infringes any third party rights.

4.2 The liability of FOSS in respect of the warranties contained in this clause 4 shall be limited in the manner set out at clause 9 of Schedule 1 in the French Agreement and USA Agreement and clause 10 in the French Agreement and USA Agreement as if those Schedules and clauses had been repeated at length here mutatis mutandis and FOSS agrees to be bound by the terms of those Schedules and clauses.

5. Expiry of Intellectual Property

5.1 Where Texon no longer wishes to maintain any item of Intellectual Property Texon undertakes to give FOSS reasonable written notice of any forthcoming expiry date of any such item prior to the expiry date and shall provide the opportunity for FOSS to request Texon to assign any such item to FOSS prior to the expiry date, subject to such item/s being added to the licence granted by FOSS to Texon under the Licensing Agreement.

6. Improvements

6.1 If either party shall at any time within five (5) years from the date of Closing devise, discover or acquire rights in any Improvements it shall to the extent that it is not prohibited by law or by any undertaking given to any other person (other to an associated company) or by considerations relating to the securing of a patent promptly notify the other party in writing giving details of it and provide to the other party such information or explanations as the other may reasonably require to be able effectively to utilise the same subject to the confidentiality provisions hereof and in any case where a party applies for a patent in respect of any such Improvement it shall grant to the other for the duration of such patent a royalty-free exclusive worldwide licence under such application and any patent granted pursuant to it to be used as follows:

6.1.1 on the part of Texon in the Field of Use; and

6.1.2 on the part of Foss outside the Field of Use

6.2 If either party shall at any time devise, discover or acquire rights in any Improvements it shall to the extent that it is not prohibited by law or by any undertaking given to any other person (other to an associated company) be owned entirely by that party.

7. Further Assurance

7.1 FOSS shall, at Texon's expense, execute such documents and do or not do any act or thing as Texon may reasonably request from time to time for the purpose of recording Texon or any member of Texon's Group as the assignee and/or licensee of the Intellectual Property and/or Improvements (owned by FOSS) with the relevant Registrar of Patents and/or the Registrar of Trademarks.

7.2 Texon shall, at FOSS' expense, execute such documents and do or not to do any act or thing as FOSS may reasonably request from time to time for the purpose of recording FOSS or any member of FOSS' Group as the licensee of the Intellectual Property and/or Improvements (owned by Texon) with the relevant Registrar of Patents and/or Registrar of Trademarks.

8. Assignment and Sub-licensing

8.1 This Agreement is not personal to Texon. Texon may assign and/or licence and transfer all or any part of its rights and obligations under this Agreement without the prior written consent of FOSS provided that Texon shall give reasonable written notice to FOSS of any such assignment and shall procure that upon such assignment the assignee or licensee honours the obligations of Texon in relation to the licence granted to FOSS under this Agreement.

8.2 The licence granted to FOSS under this Agreement may not be assigned and/or sub-licensed by FOSS without the prior written consent of Texon, such consent not to be unreasonably withheld or delayed. Upon such assignment and/or sub-licence FOSS shall procure that the assignee and/or sub-licensee shall honour the obligations of FOSS under this Agreement.

9. Entire Agreement

9.1 This Agreement, the schedules, the USA Agreement, the French Agreement and the Umbrella Agreement:

9.1.1 together constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and

9.1.2 (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

9.2 Each of the parties acknowledges that it is not relying on any statements, warranties or

representations given or made by any of them in relation to the subject matter hereof, save those expressly set out in this Agreement and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement except to the extent that they arise out of fraud.

10. Relevant Law

10.1 This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereas the parties have executed this agreement as a deed the day and year first before written

SCHEDULE 2

ASSIGNED TRADE MARKS

Trade Mark	Ser#	Date Filed/Reg	Status	Country
✓ Hawk II®	1,534,284	04/11/89®	due 04/11/09	US ✓
→ Styplast®	1,464,617	11/10/87®	due 11/10/07	US ✓
Stytherm®	1,463,589	11/3/87®	due 11/03/07	US ✓
Hawk®	1,464,616	11/10/87®	due 11/10/07	US ✓
* Fossplit®	1,184,860	1/5/82®	due 01/05/02	US ✓
Fossplit®	B1,170,792	3/3/89®	due 3/3/03	UK ✓
FossForm®	B1,170,789	3/3/89	due 3/3/03	UK ✓
Styplast®	1,317,362	7/31/94	due 7/31/08	UK ✓
Hawk®	1,317,361	7/31/94	due 7/31/08	UK ✓
Stytherm®	1,317,360	2/17/94	due 2/17/08	UK ✓
NyBak®	B1,305,669	4/1/94	due 4/1/08	UK ✓
* NyBak®	TMA334,987	12/4/87	Registered	CA ✓
* Fossplit®	TMA280,389	6/17/83	Renewed	CA ✓
* FossForm®	TMA279,624	5/20/83	Renewed	CA ✓
Stytherm®	1,122,347	5/24/88	due 7/30/07	Germ. ✓
Styplast®	1,122,346	5/24/88	due 7/30/07	Germ. ✓
FossForm®	B140940	3/1/82	due 3/1/03	NZ ✓
Fossplit®	B140941	3/1/82	due 3/1/03	NZ ✓
NyBak®	162724	8/5/85	due 8/5/06	NZ ✓
Stytherm®	173,750	2/17/87	due 2/17/08	NZ ✓
Styplast®	173,749	2/17/87	due 2/17/08	NZ ✓
Hawk®	173,751	2/17/87	due 2/17/08	NZ ✓
* NyBak®	812889975	8/23/88	Renewal due	Brazil ✓
* Styplast®	644,996	2/17/87	Registered	Indonesia ✓
* Stytherm®	644,995	2/17/87	Registered	Indonesia ✓
* Hawk®	644,993	2/17/87	Registered	Indonesia ✓
NyBak®	2,717,259	10/31/96	due 10/31/06	Japan ✓
* Stytherm®	2,292,178	12/26/90	due 9/26/00	Japan ✓
* Styplast®	2,292,179	12/26/90	due 9/26/00	Japan ✓
* Hawk®	2,281,685	11/20/90	due 8/31/00	Japan ✓