

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Americana International (2002) Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Americana International Limited

Internal Address: _____

Street Address: Tanzaro House
Ardwick Green North

City: Manchester, State: _____ Zip: _____

United Kingdom M12 6FZ

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Company

If assignee is not domiciled in the United States, a domestic* representative designation is attached: Yes No
(Designations must be a separate document from assignment) **previously filed: 09/24/1997**

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 15 September 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,106,202

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd N. Hathaway

Attorney at Law

Internal Address: _____

Street Address: 119 N. Commercial St. #620

City: Bellingham State: WA Zip: 98225

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1254

(Attach duplicate copy of this page if paying by deposit account)

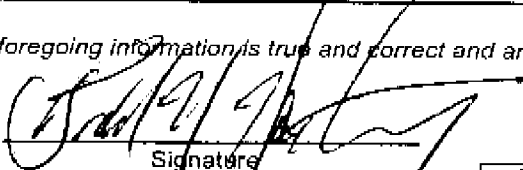
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Todd N. Hathaway

Name of Person Signing



Signature

30 sep 03

Date

Total number of pages including cover sheet, attachments, and document: 7

T4324

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

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DATED 15 September 2003

AMERICANA INTERNATIONAL (2002) LIMITED (1)
and
AMERICANA INTERNATIONAL LIMITED (2)

ASSIGNMENT OF REGISTERED
TRADE MARKS

ADDLESHAW GODDARD

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THIS ASSIGNMENT is made on 15 September 2003 **BETWEEN:**

- (1) **AMERICANA INTERNATIONAL (2002) LIMITED** company No. 02641760 whose registered office is at Tanzaro House, Ardwick Green North, Manchester M12 6FZ, United Kingdom ("**the Assignor**")

and

- (2) **AMERICANA INTERNATIONAL LIMITED** company No. 04787106 whose registered office is at Tanzaro House, Ardwick Green North, Manchester M12 6FZ, United Kingdom ("**the Assignee**").

WHEREAS:

- (A) The Assignor is the legal and beneficial owner and registered proprietor of the registered trade marks details of which are set out in the Schedule hereto ("**the Trade Marks**").
- (B) The parties have agreed that the Trade Marks should be assigned by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Assignment.

NOW THIS AGREEMENT WITNESSETH as follows:

1 Assignment

- 1.1 In consideration of the payment of the sum of £1 by the Assignee to the Assignor the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby agrees to assign with full title guarantee all its right, title and interest in and to the Trade Marks, free from any lien, charge or encumbrance together with:

- (a) all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Trade Marks which may have occurred prior to the date of this Assignment and to retain any damages obtained or any award of costs made as a result of any such action; and
- (b) the goodwill of the business of the Assignor in respect of which the Trade Marks have been used;

TO HOLD unto the Assignee absolutely.

2 Further Assurance

2.1 In the event that the validity or ownership of the Trade Marks is challenged on any point upon which the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees and/or undertakes to supply such advice and/or to supply or procure the supply of such information without reasonable delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.

2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts as the Assignee may reasonably request from time to time to give full effect to this Assignment and to secure to the Assignee the full benefit of the rights in this Assignment.

3 Law

3.1 This Assignment shall be governed by and construed in accordance with English law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties caused this Agreement to be executed the day and year first above written:

The Schedule

The Trade Marks

Country	Number	Mark
USA	2106202	HOOCH
New Zealand	264240	HOOCH
Japan	4484927	BENCHSPORTSCOM
Israel	140757	BENCH



SIGNED by (print name) Alan Morrison
 duly authorised for and on behalf of **AMERICANA INTERNATIONAL**
(2002) LIMITED

SIGNED by (print name) Alan Morrison
 duly authorised for and on behalf of **AMERICANA INTERNATIONAL**
LIMITED
