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TO: The Commissioner of Patents and Tra.

102594358

Original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Month Day Year

Merger Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name BAIRD TEXTILE HOLDINGS LIMITED

Execution Date
Month Day Year
08212001

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization UNITED KINGDOM

Receiving Party

Mark if additional names of receiving parties attached

Name BMB MENSWEAR LIMITED

DBA/AKATA

Composed of

Address (line 1) Granary Building, 1 Canal Wharf

Address (line 2)

Address (line 3) Leeds LS11 5BB
City

England
State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Organization United Kingdom

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11/05/2003 BYYONE 00000062 1256169

01 FC:0521 40.00 DP
02 FC:0522 25.00 DP

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Thomas W. Brooke, Esq.

Address (line 1) HOLLAND & KNIGHT LLP

Address (line 2) 2099 Pennsylvania Avenue, N.W., Suite 100

Address (line 3) Washington, D.C. 20006

Address (line 4) Washington, D.C. 20006

Correspondent Name and Address

Area Code and Telephone Number 202-663-7271

Name Thomas W. Brooke, Esq.

Address (line 1) HOLLAND & KNIGHT LLP

Address (line 2) 2099 Pennsylvania Avenue, NW

Address (line 3) Suite 100

Address (line 4) Washington, D.C. 20006

Address (line 5) Washington, D.C. 20006

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 2

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>1256169</u>	<u>1031512</u>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

rope # 2

Enter the total number of properties involved.

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) # 501542

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Carolyn Felter
Name of Person Signing

Carolyn Felter
Signature

11/03/2003
Date Signed

Trade Mark Assignment

THIS ASSIGNMENT is made the 21st day of August 2001

BETWEEN

BAIRD TEXTILE HOLDINGS LIMITED (company no SC042076) of Lime Mill, Victor Street, Hollinwood, Oldham, England (the Assignor); and

BMB MENSWEAR LIMITED (Company number. 4090249) of Granary Building, 1 Canal Wharf, Leeds, LS11 5BB, England (the Assignee).

RECITALS:

- (A) The Assignor is the proprietor and beneficial owner of the registered trade marks as set out in the schedule ("the Trade Marks").
- (B) Under an Agreement made on 29 November 2000, the Assignor has agreed to assign all of such estate, right, title or interest as it may have in the Trade Marks to the Assignee on the terms set out below.

NOW IT IS HEREBY AGREED as follows:-

- 1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor **HEREBY ASSIGNS** and transfers to the Assignee with full title guarantee:
 - 1.1 all of such estate right title and interest as it may have in the Trade Marks;
 - 1.2 all statutory and common law rights and all goodwill attaching to the Trade Marks, and including the right to sue for past infringements and to retain any damages obtained as a result of such action.
- 2 **GOODWILL**

The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks.

3 ASSIGNOR CONVENANTS

The Assignor covenants that it:

- 3.1 will render all necessary assistance and co-operation to give effect to this Assignment and its recordal at the relevant Registries; and
- 3.2 renounces any rights which it may have in respect of the Trade Marks.

4 INFRINGEMENT

- 4.1 Pending the recordal of the Assignee as proprietor of the Trade Marks, the Assignor will lend its name to any proceedings for infringement, including but not limited to trade mark infringement and passing off, which the Assignee may require to be brought against any person wrongfully using the Trade Marks.
- 4.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings.

5 JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written

SIGNED by
duly authorised to sign for and on behalf
of BAIRD TEXTILE HOLDINGS LIMITED
in the presence of:-

) x
)
)
)

FMW
[Signature]

SIGNED by
duly authorised to sign for and on behalf
of BMB MENSWEAR LIMITED
in the presence of:-

) x
)
)
)

[Signature]
[Signature]

SCHEDULE

COUNTRY	MARK	NUMBER	CLASS
Afghanistan	BARACUTA (Lion & Crown Device)	4605	25
Brazil	BARACUTA (Lion & Crown Device)	82140771	25
Canada	FOUR CLIMES (Lion & Crown Device)	TMA246055	25
China	BARACUTA	1411251	25
Denmark	BARACUTA (Concertina Device)	VR-00817-19	25
European Community	BARACUTA	000263251	25
Hong Kong	BARACUTA (Concertina & Device)	84/1979	25
Hong Kong	BARACUTA (Lion & Crown Device)	650/1988	25
Indonesia	BARACUTA (Lion & Crown Device)	224260	25
Ireland	BARACUTA (Concertina Device)	89392	25
Italy	BARACUTA (Lion & Crown Device)	537625	25
Japan	BARACUTA	1552027	21
Japan	BARACUTA	1552028	22
Japan	BARACUTA (Lion & Crown Device)	2688467	24
Japan	BARACUTA (Stylised Word)	4354266	25
Japan	BARACUTA (Concertina Device)	865367	17
Japan	LION & CROWN (Device)	1768729	21
Japan	LION & CROWN (Device)	1753377	22
Japan	LION & CROWN (Device)	1705406	17

DLPJULY 2001\BMB BARACUTA & LION DEVICE SCHEDULE

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SCHEDULE

COUNTRY	MARK	NUMBER	CLASS
Japan	BARACUTA (Lion & Crown Device)	2600133	22
Korea (South)	BARACUTA (Lion & Crown Device)	206743	25
Malaysia	BARACUTA (Lion & Crown Device)	86/04936	25
Morocco	BARACUTA (Lion & Crown Device)	41696	25
Norway	BARACUTA	200005629	25
Philippines	BARACUTA (Concertina Device)	29525	25
Portugal	BARACUTA	156582	25
Singapore	BARACUTA (Lion & Crown Device)	5223/86	25
South Africa	BARACUTA	98/03263	25
Spain	BARACUTA (Lion & Crown Device)	1324532	25
Switzerland	BARACUTA	357296	25
Thailand	BARACUTA (Lion & Crown Device)	KOR65370	25
Tunisia	BARACUTA (Lion & Crown Device)	EE88640	25
Uruguay	BARACUTA	307729	25
United States of America	FOUR CLIMES (Lion & Crown Device)	1256169	25
United States of America	LION & CROWN (Device)	1031512	39
Yugoslavia	BARACUTA (Concertina Device)	25272	25

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