



05-05-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC TT

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Baird Textile Holdings Limited 4/30/04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other U.K. limited company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BMB Menswear Limited
Internal Address:
Street Address: Granary Building 1 Canal Wharf
City: Leeds LS11 5BB State: Zip: England
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other U.K. 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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,256,169 and 1,031,512
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James L. Bikoff, Esq.
Internal Address: Silverberg, Goldman & Bikoff, L.L.P.
Street Address: 1101 30th Street, NW Georgetown Place - Suite 120
City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-0995

DO NOT USE THIS SPACE

9. Signature.
Darlene S. Klinksieck
Name of Person Signing
Signature
Date: April 30, 2004
Total number of pages including cover sheet, attachments, and document: 6

05/04/2004 ECOOPER 00000225 500995 1256169

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

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

TRADEMARK REEL: 002962 FRAME: 0385

**Trade Mark Assignment**

THIS ASSIGNMENT is made the 21<sup>st</sup> 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.

## 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

## 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

DLPJULY 2001\BMB BARACUTA & LION DEVICE SCHEDULE

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  
)  
) <

*PMD*  
*[Signature]*

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

) x  
)  
) <

*[Signature]*  
*[Signature]*