

05-05-2004



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TRADEMARKS ONLY

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

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

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

1. Name of conveying party(ies):
Baracuta (Clothiers) Limited 4/30/04

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other U.K. corporation

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

2. Name and address of receiving party(ies)
Name: Baird Textile Holdings Limited
Internal
Address: _____

Street Address: Lime Mill, Victor Street
City: Oldham 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: June 5, 1989

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 [Signature] April 30, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **12**

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DATED 5 June 1989

BARACUTA (CLOTHIERS) LIMITED

- and -

BAIRD TEXTILE HOLDINGS LIMITED

TRADE MARK ASSIGNMENT

DECEMBER 1989

90%

P. 08

APR-29-2004 04:42

TRADEMARK
REEL: 002962 FRAME: 0409

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THIS DEED is made the 5th day of June 1989 BETWEEN BARACUTA (CLOTHIERS) LIMITED (Registered in England) under Number 771123 whose Registered Office is at Broadstone House Broadstone Road Reddish Stockport Cheshire SK5 7DL (hereinafter called "the Assignor") of the one part and BAIRD TEXTILE HOLDINGS LIMITED (Registered in Scotland under Number 42076 whose Registered Office is at George House 50 George Square Glasgow G2 1RR hereinafter called "the Assignee") of the other part

WHEREAS:-

- (a) The Assignor is the registered proprietor of the trade marks brief particulars of which are set out in the Schedule hereto (hereinafter called "the Trade Marks")
- (b) The Trade Marks are in use at the date hereof in relation to the goods described in the Schedule (hereinafter called "the Goods")
- (c) The parties hereto have agreed by an Agreement dated 5 June 1989 and made between the parties hereto (hereinafter called "the Agreement") that the Trade Marks should be transferred by the Assignor to the Assignee on the terms hereof

NOW THIS DEED WITNESSES as follows:-

- 1. Pursuant to the Agreement the Assignor hereby ASSIGNS to the Assignee ALL the property right title and interest in the Trade Marks and all common law rights connected with the Trade Marks TOGETHER WITH the right of the Assignee to represent itself as carrying on the business relating to the Goods in succession to the Assignor and the right of the Assignee to sue for damages and other remedies in respect of any passing off of

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the Trade Marks which may have occurred prior to the date hereof TO HOLD the same unto the Assignee absolutely

- 2. This Assignment is made together with an Assignment of the entire goodwill of the business relating to the Goods in respect of which the Trade Marks are registered
- 3. The Assignor HEREBY UNDERTAKES in favour of the Assignee to render at the expense of the Assignee including the expense of time of any qualified staff of the Assignor or its subsidiaries all reasonable assistance in support of any application to record this assignment at the UK Trademarks Registry and will depose to any statutory declaration or affidavit as to the use by the Assignor of the Trade Marks or any of them which correctly states the position

IN WITNESS whereof the parties hereto have caused their Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of)
BARACUTA (CLOTHIERS) LIMITED)
was hereunto affixed in)
the presence of:)

Director *[Signature]*

Secretary *[Signature]*

THE COMMON SEAL of BAIRD)
TEXTILE HOLDINGS LIMITED)
was hereunto affixed in)
the presence of:)

Director

Secretary *[Signature]*

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SCHEDULE OF TRADE MARKS

TRADEMARK

REGISTERED
NUMBER

CLASS

GOODS

- 3 -

RECEIVED TIME 2. JAN. 15:36

DECLARATION AFFIRMING ASSIGNMENT OF TRADEMARKS

WHEREAS, Baracuta (Clothiers) Limited, a corporation organized under the laws of the United Kingdom and having addresses at Fletcher Street, Bolton, Lancashire, England and Lime Mill, Victor Street, Oldham, England, and a Registered Office at Broadstone House, Broadstone Road, Reddish Stockport, Cheshire, SK5 7DL, England (hereinafter "BARACUTA"), is the record owner of the following U.S. Trademark Registration:

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>
1,256,169	November 1, 1983	FOUR CLIMES & Design	25
1,031,512	January 27, 1976	LION & CROWN Design	25

(hereinafter the "TRADEMARKS"); and

WHEREAS, Baird Textile Holdings Limited, a limited company organised under the laws of the United Kingdom and having an address at Lime Mill, Victor Street, Oldham, England (hereinafter "BAIRD") did acquire all right, title and interest in and to the TRADEMARKS from BARACUTA, as evidenced by the attached true copy of the Trade Marks Assignment dated June 5, 1989 (hereinafter the "JUNE 5, 1989 ASSIGNMENT"); and

WHEREAS, BARACUTA no longer exists as an entity and no one from BARACUTA can be located who can attest to the facts associated with the JUNE 5, 1989 ASSIGNMENT; and

WHEREAS, the JUNE 5, 1989 ASSIGNMENT referred to "the Schedule," now missing, but which the undersigned affirms included the TRADEMARKS as is known from business records and business dealings; and

WHEREAS, BAIRD assigned the TRADEMARKS to BMB Menswear Limited, a limited company organized under the laws of the United Kingdom and having an address at Granary Building, Canal Wharf, Leeds, LS11 5BB, England (hereinafter "BMB"), on August 21, 2001, as evidenced by the attached true copy of the Trade Mark Assignment.

NOW, THEREFORE the undersigned officer of BMB affirms and ratifies that BMB paid good and valuable consideration for the TRADEMARKS and that, as of August 21, 2001, BMB is the owner of all right, title and interest in and to the TRADEMARKS, together with the goodwill of the business symbolised thereby and associated herewith.

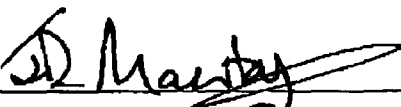
I, JOHN MAWBY, declare as follows:

I am COMPANY SECRETARY of BMB and, being warned that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001 and that such wilful false statements may jeopardize the validity of the TRADEMARKS, declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true.

Respectfully submitted,

BMB MENSWEAR LIMITED

Date 29/04/04

By: 
Name: JOHN MAWBY

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.

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

DLFJULY 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

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:-

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PM/2004
R Hardy

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

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R Hardy