

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ArmorGroup International Inc.		10/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ArmorGroup (UK) Limited
Street Address:	25 Buckingham Gate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1E 6LD
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2549501	ARMORGROUP
Registration Number:	2549500	ARMORGROUP

CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-326-3939
Email:	ibtannen@jonesday.com
Correspondent Name:	Jones Day
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	651550-600005
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DOMESTIC REPRESENTATIVE	
Name:	Jones Day
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017

CH \$65.00 2549501

NAME OF SUBMITTER:

Ilene B. Tannen

Total Attachments: 4

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DATED 8th October 2004

(1) ARMORGROUP INTERNATIONAL INC.

- and -

(2) ARMORGROUP (UK) LIMITED

TRADE MARK ASSIGNMENT

Jones Day
21 Tudor Street
London
EC4Y 0DJ
DX 67 London/Chancery

Ref: RKH/JP004826

THIS ASSIGNMENT is made on 8th October 2004

BETWEEN:

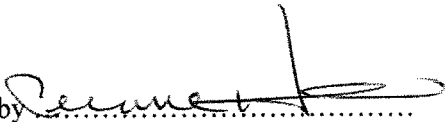
- (1) **ARMORGROUP INTERNATIONAL INC.** a corporation under the laws of the State of Delaware, USA with Tax ID Number (EIN) 43-2034282 (the "Assignor"); and
- (2) **ARMORGROUP (UK) LIMITED** a company registered in England and Wales whose registered office is at 25 Buckingham Gate, London SW1E 6LD (the "Assignee")


Pursuant to an agreement of 26 November 2003, Armor Holdings Inc assigned the registered trade marks and pending trade mark applications set out the schedule (the "Trade Marks") to the Assignor. The Assignor now wishes and agrees to assign the Trade Marks to the Assignee upon the terms set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does hereby assign with full title guarantee all its right, title and interest in the Trade Marks, including all its statutory and common law rights attaching thereto and its right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor.
3. The parties acknowledge that, save for the ARMORGROUP trade marks (numbers 2549501 and 2549500), the assignment of the Trade Marks to the Assignor has not been recorded in the United States Trade Mark Registry. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Trade Marks or any one or more of them in the Assignee or otherwise to give effect to this assignment.
4. The Assignor warrants that this assignment is the only transaction, instrument or act of any kind entered into or effected by the Assignor in disposition of the Trade Marks and the appurtenant rights hereby assigned.
5. This agreement may be executed in counterparts which together shall constitute one agreement. Each party may enter into this agreement by executing a counterpart and this agreement shall not take effect until it has been executed by both parties.
6. This assignment shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in respect of it.

IN WITNESS whereof this assignment has been executed on the date first above written.

Signed by 
for and on behalf of
ARMORGROUP INTERNATIONAL INC

Signed by 
for and on behalf of
ARMORGROUP (UK) LIMITED

SCHEDULE

The Trade Marks

Mark & Number	Territory	Registered Owner	Classes	Status
ARMORGROUP 2549501	US	ArmorGroup International Inc	42	Registered
ARMORGROUP 2549500	US	ArmorGroup International Inc	35	Registered
MARKTRACK 76/215823	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKSCOPE 76/216331	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
DOMAINPROBE 76/216333	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
DOMAINSAFE 76/216332	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKPROBE 76/216342	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKNET 76/215193	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
IPAP 76/146696	US	Armor Holdings, Inc	9, 35, 36, 41 and 42	Pending
FINDS 75/882227	US	Armor Holdings, Inc	9, 35, 36, 41 and 42	Pending