

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
The Hunter Rubber Company Limited		01/21/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Shoo 39 Limited
Street Address:	Exchange House, 482 Midsummer Boulevard
City:	Milton Keynes, Buckinghamshire
State/Country:	UNITED KINGDOM
Postal Code:	MK9 2SH
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2740877	HUNTER
Registration Number:	1550244	ROYAL HUNTER

CORRESPONDENCE DATA	
Fax Number:	(780)424-5866
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	rmcdonald@millerthomson.ca
Correspondent Name:	Robert D. McDonald
Address Line 1:	2700, 10155 - 102 Street
Address Line 4:	Edmonton, ALBERTA T5J 4G8

ATTORNEY DOCKET NUMBER:	63644.2
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	

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Address Line 4:

NAME OF SUBMITTER:

Roxanne St. Goddard

Total Attachments: 5

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3)

DATED 21 January 2004

(1) THE HUNTER RUBBER COMPANY LIMITED

and

(2) SHOO 39 LIMITED

TRADE MARK ASSIGNMENT

shoosmiths

Lock House

Castle Meadow Road

Nottingham

NG2 1AG

Tel: 08700 865000

Fax: 08700 865001

E-Mail: nottingham@shoosmiths.co.uk

Ref. RSWHTZH

THIS ASSIGNMENT is made the 21st day of January 2004
BETWEEN

1. **THE HUNTER RUBBER COMPANY LIMITED**, a company incorporated in England (company number 04407328) whose registered office is at Broadway, Haslingden, Rossendale, Lancashire, BB4 4LS (the "Assignor"); and
2. **SHOO 39 LIMITED** (to be renamed The Hunter Rubber Company Limited), a company incorporated in England (company number 4885898), whose registered office is at Exchange House, 482 Midsummer Boulevard, Milton Keynes, Buckinghamshire MK9 2SH (the "Assignee").

BACKGROUND

- (A) Title to the Trade Marks was transferred to the Assignor on its purchase of the relevant business from Gates(UK) Limited and Gates Rubber Company Limited.
- (B) By an asset purchase agreement dated 21st January 2004 between the Assignor and the Assignee (the "Business Purchase Agreement"), the Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee on the terms set out in this Assignment.

The parties agree as follows:

1 INTERPRETATION

- 1.1 In this Assignment the following definition applies:

"Trade Marks"	The registered trade marks listed in Schedule 1
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2 ASSIGNMENT

- 2.1 In pursuance of the Business Purchase Agreement and in consideration of the sum of £1 now paid by the Assignee (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee the Trade Marks including all common law rights and any goodwill attaching to the Trade Marks.
- 2.2 This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks assigned hereunder or any of them including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks. The Assignor agrees to provide to the Assignee at its request all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the rights assigned hereunder and the Assignee shall indemnify the Assignor in respect of all costs and

expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

- 2.3 The Assignee acknowledges that not all of the Trade Marks have been recorded in the name of the Assignor at the relevant local trade mark registry.

3 FURTHER ASSURANCE

- 3.1 The Assignor covenants that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give full effect to this Assignment.

4 GOVERNING LAW AND JURISDICTION

- 4.1 This Assignment (and any dispute, claim, proceeding or controversy in relation to it or its formation) shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.

SCHEDULE 1

Trade Marks

Country	Mark	Application no.	Registration no.	Classes	Registered Owner
Canada	FORESTER	05251500	TMA368832	25	Gates Rubber Co Ltd
Denmark	HUNTER	19914125 VA	1994 3528 VR	25	Gates (UK) Ltd
Finland	FORESTER	198403682	94345	25	Gates (UK) Ltd
Finland	PRO-AM	199601557	207133	9	Gates (UK) Ltd
Finland	PRO-HD	199601558	205653	9	Gates (UK) Ltd
Finland	PRO-TDX	199601559	203908	9	Gates (UK) Ltd
France	HUNTER	95552808	[95552808][TBC]	25	Gates (UK) Ltd
Ireland	FLYFISHER	NK	81907	25	The Gates Corp
Japan	PRO-HD	1108-041960	4091378	9	Gates (UK) Ltd
Japan	PRO-TDX	H08-041959	4101538	9	NK
Korea	PRO-AM	NK	385200	45	The Gates Corp
Korea	PRO-HD	NK	385201	45	The Gates Corp
Korea	PRO-TDX	NK	385202	45	The Gates Corp
Norway	FORESTER	19842137	123042	25	Gates Rubber Co Ltd
Norway	HUNTER	19950152	197327	25	Gates (UK) Ltd
Norway	PRO-AM	19961063	180303	9	Gates Corp.
Norway	PRO-HD	19961064	180304	9	The Gates Corp.
Norway	PRO-TDX	19961065	180305	9	The Gates Corp
Sweden	FORESTER	198404537	197287	25	Gates (UK) Ltd
Sweden	PRO-AM	199601597	317384	9	Gates Corp.

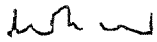
Sweden	PRO-HD	199601596	317383	9	The Gates Corp.
Sweden	PRO-TDX	199601595	317382	9	The Gates Corp
Switzerland	ROYAL AIRE	NK	401701	25	The Gates Corp
UK	ARGYLL	2025058	2025058	25	Interfloor Ltd
UK	CENTURY	2025055	2025055	25	Interfloor Ltd
UK	COARSEFISHER	1403495	1403495	25	Interfloor Ltd
UK	FORESTER	1219898	1219898	25	Interfloor Ltd
UK	FORESTER	2025057	2025057	25	Interfloor Ltd
UK	HUNTER	1263495	1263495	25	Interfloor Ltd
UK	HUNTRESS	1279770	1279770	25	Interfloor Ltd
UK	HUNTSMAN (series of 2 logos)	2198237	2198237	25	Interfloor Ltd
UK	PRO-AM 1050 (series of 2 logos)	2056631	2056631	9	Interfloor Ltd
UK	PRO-HD 1500 (series of 3)	2056633	2056633	9	Interfloor Ltd
UK	PRO-TDX	2056632	2056632	9	Interfloor Ltd
UK	ROYAL HUNTER	1263496	1263496	25	Interfloor Ltd
UK	STABLEMATE	1330385	1330385	25	Interfloor Ltd
UK	STREAMFISHER	1403494	1403494	25	Interfloor Ltd
US	HUNTER	75333011	2740877	25	The Gates Corp
US	ROYAL HUNTER	73728056	1550244	25	Gates Rubber Co

In witness whereof the parties hereto have executed this Assignment on the date first written above.

SIGNED by [*Jamie Black*])
duly authorised for and on behalf of)
THE HUNTER RUBBER COMPANY)
LIMITED

Jamie Black
.....
Director

SIGNED by [MARK SATCA])
duly authorised for and on behalf of)
SHOO 39 LIMITED)


.....
Director