

07-22-2004

7/22/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/20) Tab settings



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EET 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): Village Ventures, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 07/14/04

2. Name and address of receiving party(ies)

Name: BW Management LP Internal Address:

Street Address: 32 Calhoun Drive City: Greenwich State: CT Zip: 06831

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,573,155

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Akin Gump Strauss Hauer & Feld LLP

Internal Address: Attn: Elaine M. Laflamme, Esq

Street Address: 590 Madison Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1972

DO NOT USE THIS SPACE

9. Signature.

Elaine M. Laflamme, Esq. Name of Person Signing

Signature

July 19, 2004 Date

Total number of pages, including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 003010 FRAME: 0772

TRADEMARK ASSIGNMENT

AGREEMENT made as of July 14, 2004 (the "Effective Date") by and between **VILLAGE VENTURES, INC.**, a Delaware corporation having its principal place of business at 160 Water Street, Williamstown, Massachusetts 01267 ("Assignor") and **BW MANAGEMENT LP**, a Delaware corporation having its principal place of business at 32 Calhoun Drive, Greenwich, Connecticut 06831 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Registration No. 2,573,155 for the trademark BLUE HARBOR and the common law rights and goodwill related thereto (hereinafter, "the Trademark"); and

WHEREAS, Assignee desires to acquire Assignor's entire worldwide right, title, and interest in and to the Trademark, including all common law or trade name rights, wherever situated, U.S. Registration No. 2,573,155 and the ongoing and existing goodwill appurtenant thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. Be it known that in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its entire worldwide right, title and interest in and to the Trademark, including all common law or trade name rights, wherever situated, U.S. Registration No. 2,573,155 and the business goodwill associated therewith, including, without limitation, all renewals therefore, the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademark. Assignor agrees, at any time or from time to time after the Effective Date, to execute, acknowledge and deliver such other and further instruments and take such other action or actions as Assignee may reasonably request in order to effectuate the terms of this Assignment.
2. In the event that, after receiving ten (10) business days prior written notice, Assignor fails to execute, acknowledge and deliver such other and further instruments and take such other action or actions as Assignee may reasonably request as required under Section 1, Assignor hereby irrevocably designates and appoints Assignee and each of its duly authorized officers and agents as an agent and attorney in fact for Assignor, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by Assignor

3. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademark as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.
4. This Assignment is effective between the parties as of the Effective Date.

This Assignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. Assignee may record this Assignment with all applicable government agencies to perfect its rights in the above assignment and transfer

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

VILLAGE VENTURES, INC.

BY: _____

Steven H. Massicotte
Chief Operating Officer

TITLE: _____

DATE: _____

Sworn and subscribed to before me
this 14 th day of July 2004.

Mary Murphy
Notary Public
Exp 1/10/2008