

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gates (UK) Limited		05/15/2002	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Interfloor Limited (no. 4407328)		
Street Address:	Broadway, Haslingden, Rossendale		
City:	Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BB4 4LS		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2362535	SAFE 'N' SOUND	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3027782500		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	Rex A. Donnelly		
Address Line 1:	P.O. Box 1596		
Address Line 2:	1007 Orange Street, Suite 1100		
Address Line 4:	Wilmington, DELAWARE 19899		
DOMESTIC REPRESENTATIVE			
Name:	Rex A. Donnelly		
Address Line 1:	P.O. Box 1596		
Address Line 2:	1007 Orange Street, Suite 1100		
Address Line 4:	Wilmington, DELAWARE 19899		

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NAME OF SUBMITTER:	Rex A. Donnelly
Signature:	/rexadonnelly/
Date:	03/17/2005

Total Attachments: 13

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Ashurst Morris Crisp

We certify this to be
a true copy
Ashurst Morris Crisp

Ashurst Morris Crisp

26 June 2002

Claire Feggo

(Claire Feggo, Solicitor)

Trade Mark Assignment

Gates (UK) Limited

and

Interfloor Limited

15 May 2002
AMC

THIS ASSIGNMENT is made on

15 May 2002

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BETWEEN:

- (1) **Gates (UK) Limited** (no. SC001771), incorporated in Scotland, (the "Assignor"); and
- (2) **Interfloor Limited** (no. 4407328), incorporated in England and Wales, (the "Assignee").

RECITALS

The Assignor has agreed to assign or procure the assignment from the Transferors of the registered trade marks set out in part 1 of schedule 1 and of the benefit of the applications for registration of the trade marks set out in part 2 of schedule 1 and of the unregistered trade marks set out in part 3 of schedule 1 (together the "Trade Marks") to the Assignee pursuant to the acceptance of an offer made by the Assignor to the Assignee of even date by way of offer letter and accompanying appendix (the "Agreement") and this assignment.

THE PARTIES AGREE AS FOLLOWS:

1. For the purposes of this assignment, the following words and expressions shall have the following meanings:
 - "Business" shall have the meaning set out in the Agreement;
 - "Intellectual Property" shall have the meaning set out in the Agreement;
 - "Transferors" shall have the meaning set out in schedule 2.
2. In pursuance of the Agreement and 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 and transfer or shall procure the assignment and transfer of such right, title and interest to and in the Trade Marks as it may have, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
3. 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.
4. The Assignor shall at its expense and shall procure that the Transferors (each at the Assignor's expense) 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 such right, title or interest in the Trade Marks or any one or more of them as they may have in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title. The Assignor will ensure that each Transferor executes an assignment in favour of the Assignee for nominal consideration on the same terms as this assignment subject to the

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relevant consequential changes to be made to the Trade Marks being assigned in each such document.

5. 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 English law and the English courts shall have exclusive jurisdiction in respect of it.

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

SCHEDULE 1

PART 1 - TRADE MARK REGISTRATIONS

Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
SAFE 'N' SOUND 2362535	United States	Registered	27	Gates (UK) Limited
HUNTER 1994 3528 VR	Denmark	Registered	25	Gates (UK) Limited
PRO-AM 207133	Finland	Registered	9	Gates (UK) Limited
PRO-HD 205653	Finland	Registered	9	Gates (UK) Limited
PRO-TDX 203908	Finland	Registered	9	Gates (UK) Limited
FORESTER 94345	Finland	Registered	25	Gates (UK) Limited
HUNTER 55280895	France	Registered	25	Gates (UK) Limited
FORESTER 197287	Sweden	Registered	25	Gates (UK) Limited
TREDAIRE 1284389	European Community	Registered	20, 27, 37	Gates (UK) Limited
PARAFLO 430395	United Kingdom	Registered	27	Gates (UK) Limited
MILLION-AIRE 806969	United Kingdom	Registered	27	Gates (UK) Limited
USFLEX 915617	United Kingdom	Registered	7	Gates (UK) Limited
FORESTER either 1219898 or 2025057	United Kingdom	Registered	25	Gates (UK) Limited
HUNTER 1263495	United Kingdom	Registered	25	Gates (UK) Limited
ROYAL HUNTER 1263496	United Kingdom	Registered	25	Gates (UK) Limited
HUNTRESS 1279770	United Kingdom	Registered	25	Gates (UK) Limited
DEFENDER 1313395	United Kingdom	Registered	27	Gates (UK) Limited
STABLEMATE 1330385	United Kingdom	Registered	25	Gates (UK) Limited
WARRIOR 1336405	United Kingdom	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT 1361323	United Kingdom	Registered	27	Gates (UK) Limited
TREDAIRE 1381238	United Kingdom	Registered	27	Gates (UK) Limited
STREAMFISHER 1403494	United Kingdom	Registered	25	Gates (UK) Limited
COARSEFISHER 1403495	United Kingdom	Registered	25	Gates (UK) Limited
FLOORMASTER 1491426	United Kingdom	Registered	27	Gates (UK) Limited
HUNTSMAN DEVICE 2198237	United Kingdom	Registered	25	Gates UK Limited
CENTURY	United Kingdom	Registered	25	Gates (UK) Limited

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Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
2025055				
ARGYLL 2025058	United Kingdom	Registered	25	Gates (UK) Limited
CONQUEROR 2057617	United Kingdom	Registered	27	Gates (UK) Limited
CHIEFTAIN 2057619	United Kingdom	Registered	27	Gates (UK) Limited
TREDAIRE CLASSIC 2058735	United Kingdom	Registered	27	Gates (UK) Limited
TREDAIRE WILLOW GREEN 2058738	United Kingdom	Registered	27	Gates (UK) Limited
PRO-AM 1050 2056631	United Kingdom	Registered	9	Gates (UK) Limited
PRO-TDX 2056632	United Kingdom	Registered	9	Gates (UK) Limited
PRO-HD 1500 2056633	United Kingdom	Registered	9	Gates (UK) Limited
DECIBEL 2135870	United Kingdom	Registered	27	Gates (UK) Limited
TECHNICS 2153096	United Kingdom	Registered	27	Gates (UK) Limited
G-MAX 2175716	United Kingdom	Registered	27	Gates (UK) Limited
HUNTSMAN 2198237	United Kingdom	Registered	25	Gates (UK) Limited
STEP INTO SEVENTH HEAVEN 2236258	United Kingdom	Registered	27	Gates (UK) Limited
SOFTWALK 2236259	United Kingdom	Registered	27	Gates (UK) Limited
DREAMWALK 2236260	United Kingdom	Registered	27	Gates (UK) Limited
CHIEFTAIN 173901	Ireland	Registered	27	Gates (UK) Limited
TREDAIRE 132778	Ireland	Registered	27	Gates (UK) Limited
TREDAIRE 5494	Jersey	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT* 6076	Gibraltar	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT 1361323	Guernsey	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT 132779	Ireland	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT 5550	Jersey	Registered	27	Gates (UK) Limited
DEFENDER 1313395	United Kingdom	Registered	27	Gates (UK) Limited
TREDAIRE 174913	Australia	Registered	27	Gates (UK) Limited
TREDAIRE 495287	Australia	Registered	27	Gates (UK) Limited
TREDAIRE CONTRACT 511750	Australia	Registered	27	Gates (UK) Limited
HUNTER* 95552808	France	Registered	25	Gates (UK) Limited

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Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
HUNTER 197327	Norway	Registered	25	Gates (UK) Limited
HUNTER 19950152	Norway	Registered	25	Gates (UK) Limited
HUNTER & GATES DEVICE 610916	France	Registered	25	Gates (UK) Limited
PRO-HD 4091378	Japan	Registered	9	Gates (UK) Limited
PRO-TDX 4101538	Japan	Registered	9	Gates (UK) Limited
SAFE 'N' SOUND 75/205279	United States	Registered	27	Gates (UK) Limited
TREDAIRE* 5944	Gibraltar	Registered	27	Gates (UK) Limited
USFLEX 915617	United Kingdom	Registered	7	Gates (UK) Limited
G GRIPPERRODS (and design)* 114228	Austria	Registered	6, 8, 20	Gripperrods Limited
RENDA-FLOR 120233	Ireland	Registered	17	Gripperrods Limited
SILVASEAM 1406536	United States	Registered	9, 17	Gripperrods Limited
GRIPPERRODS 323545	Benelux	Registered	6, 8, 20	Gripperrods Limited
G GRIPPERRODS (and design) 1998 884 VR	Denmark	Registered	6, 8, 20	Gripperrods Limited
G GRIPPERRODS 350004	Switzerland	Registered	1, 6, 7, 8, 9, 12, 16, 17, 20, 21, 24	Gripperrods Limited
RENDAFLOR 876883	United Kingdom	Registered	19	Gripperrods Limited
RENDAFIX 941338	United Kingdom	Registered	1	Gripperrods Limited
RENDASEAL 941339	United Kingdom	Registered	1	Gripperrods Limited
GRIPPERRODS 959267	United Kingdom	Registered	20	Gripperrods Limited
GOLDEN GRIPPER 959268	United Kingdom	Registered	20	Gripperrods Limited
RENDA-FLOR SCREEDCOAT 963410	United Kingdom	Registered	19	Gripperrods Limited
RENDADECK 965570	United Kingdom	Registered	17	Gripperrods Limited
RENDA-FLOR REDYSPRED 979464	United Kingdom	Registered	19	Gripperrods Limited
RENDA-FLOR SLIP- NOTT 984300	United Kingdom	Registered	1	Gripperrods Limited
GRIPPERRODS 999258	United Kingdom	Registered	6	Gripperrods Limited
RENDAPROOF 1066840	United Kingdom	Registered	1	Gripperrods Limited

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Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
SILVASEAM 1095548	United Kingdom	Registered	9	Gripperods Limited
SILVASEAM 1095549	United Kingdom	Registered	17	Gripperods Limited
RENDA-FLOR 1225766	United Kingdom	Registered	1	Gripperods Limited
RENDA-FLOR 1225767	United Kingdom	Registered	6	Gripperods Limited
RENDA-FLOR 1225768	United Kingdom	Registered	7	Gripperods Limited
RENDA-FLOR 1225769	United Kingdom	Registered	8	Gripperods Limited
RENDA-FLOR 1225770	United Kingdom	Registered	17	Gripperods Limited
RENDA-FLOR 1225771	United Kingdom	Registered	20	Gripperods Limited
RENDA-FLOR 1227510	United Kingdom	Registered	27	Gripperods Limited
RENDA-FLOR REDYSPRED 979464	United Kingdom	Registered	19	Gripperods Limited
EASIKRETE 1227713	United Kingdom	Registered	1	Gripperods Limited
EASIKRETE 1227715	United Kingdom	Registered	20	Gripperods Limited
GRIPPERRODS COPPERTRIM 1265905	United Kingdom	Registered	6	Gripperods Limited
GRIPPERRODS NEAT- TRIM 1265907	United Kingdom	Registered	6	Gripperods Limited
SYNBASS Aluminium Carpet And Vinyl Ed+ 1265908	United Kingdom	Registered	6	Gripperods Limited
GRIPPERLAY 1265909	United Kingdom	Registered	27	Gripperods Limited
STAIRFLAIR 1279329	United Kingdom	Registered	20	Gripperods Limited
SUPERGRAB 1348475	United Kingdom	Registered	17	Gripperods Limited
GRIPPERRODS 1348478	United Kingdom	Registered	17	Gripperods Limited
CEMGRIP 1355509	United Kingdom	Registered	1	Gripperods Limited
CEMGRIP 1355510	United Kingdom	Registered	16	Gripperods Limited
G GRIPPERRODS (and design) 1355810	United Kingdom	Registered	1	Gripperods Limited
G GRIPPERRODS (and design) 1355811	United Kingdom	Registered	6	Gripperods Limited
G GRIPPERRODS (and design) 1355812	United Kingdom	Registered	8	Gripperods Limited
G GRIPPERRODS (and design)	United Kingdom	Registered	17	Gripperods Limited

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Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
1355814				
G GRIPPERRODS (and design) 1355815	United Kingdom	Registered	20	Gripperrods Limited
TACKFAST 1490694	United Kingdom	Registered	20	Gripperrods Limited
GRIPPTONITE 1517834	United Kingdom	Registered	20	Gripperrods Limited
TACKFAST 2114188	United Kingdom	Registered	27, 37	Gripperrods Limited
SCORPION 2147720	United Kingdom	Registered	6, 20	Gripperrods Limited
GRIPPERRODS 129885	Ireland	Registered	1	Gripperrods Limited
GRIPPERRODS 129886	Ireland	Registered	5	Gripperrods Limited
GRIPPERRODS 129887	Ireland	Registered	8	Gripperrods Limited
GRIPPERRODS 129888	Ireland	Registered	16	Gripperrods Limited
GRIPPERRODS 129889	Ireland	Registered	17	Gripperrods Limited
GRIPPERRODS 129890	Ireland	Registered	20	Gripperrods Limited
GRIPPERRODS (script) B2046/86	Singapore	Registered	6	Gripperrods Limited
GRIPPERRODS B2048/86	Singapore	Registered	20	Gripperrods Limited
RENDA-FLOR 120235	Ireland	Registered	20	Gripperrods Limited
RENDA-FLOR 120229	Ireland	Registered	1	Gripperrods Limited
RENDA-FLOR 120230	Ireland	Registered	6	Gripperrods Limited
RENDA-FLOR 120231	Ireland	Registered	7	Gripperrods Limited
RENDA-FLOR 120232	Ireland	Registered	8	Gripperrods Limited
RENDA-FLOR 120234	Ireland	Registered	19	Gripperrods Limited
RENDA-FLOR 120236	Ireland	Registered	27	Gripperrods Limited
TREDAIRE CONTRACT 315400	Portugal	Registered	25	The Gates Rubber Co Ltd
TREDAIRE 775019G	Guernsey	Registered	27	The Gates Rubber Co Ltd
ROYAL HUNTER 1550244	United States	Registered	25	The Gates Rubber Co Ltd
CROWN HUNTER* 2855/89APPLN	Denmark	Registered	25	The Gates Rubber Co Ltd
FLYFISHER 81907	Ireland	Registered	25	The Gates Corporation
FORESTER 123042	Norway	Registered	25	The Gates Rubber Co Ltd
TREDAIRE 39/1990	Iceland	Registered	27	The Gates Rubber Co Ltd
TREDAIRE	Malta	Registered	27	The Gates Rubber Co Ltd

Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
19202				
TREDAIRE 75326	Norway	Registered	27	The Gates Rubber Co Ltd
TREDAIRE 71331	New Zealand	Registered	27	The Gates Rubber Co Ltd
TREDAIRE CONTRACT 373922	Switzerland	Registered	27	The Gates Rubber Co Ltd
TREDAIRE CONTRACT 559000	Italy	Registered	27	The Gates Rubber Co Ltd
TREDAIRE CONTRACT 19201	Malta	Registered	27	The Gates Rubber Co Ltd
WARRIOR 376315	Switzerland	Registered	27	The Gates Rubber Co Ltd
WARRIOR 1552923	France	Registered	17, 27	The Gates Rubber Co Ltd
WARRIOR 135200	Ireland	Registered	27	The Gates Rubber Co Ltd
WARRIOR 560184	Italy	Registered	27	The Gates Rubber Co Ltd
FORESTER TMA368832	Canada	Registered	25	The Gates Rubber Co Ltd
TREDAIRE TMA205305	Canada	Registered	27	The Gates Rubber Co Ltd
TREDAIRE 1889353	United States	Registered	27	The Gates Rubber Co Ltd
FORESTER TMA368832	Canada	Registered	25	The Gates Rubber Co Ltd
TREDAIRE TMA205305	Canada	Registered	27	The Gates Rubber Co Ltd
TREDAIRE 2345317	Japan	Registered	20 (old class 30)	The Gates Rubber Co Ltd
TEXSTRONG 376314	Switzerland	Registered	16	The Gates Rubber Co Ltd
EBONY 376316	Switzerland	Registered	27	The Gates Rubber Co Ltd
LOGOMATS 376317	Switzerland	Registered	16, 27	The Gates Rubber Co Ltd
TITAN 376318	Switzerland	Registered	19	The Gates Rubber Co Ltd
HUNTER GATES 257373	Portugal	Registered	27	The Gates Corporation
HUNTER & GATES DEVICE 319192	Sweden	Registered	27	The Gates Corporation
HUNTER & GATES DEVICE 718059 ✓	Australia	Registered	25	The Gates Corporation
HUNTER & GATES DEVICE 588661 ✓	Benelux	Registered	25	The Gates Corporation
HUNTER & GATES DEVICE 438101 ✓	Switzerland	Registered	25	The Gates Corporation
GATES & DEVICE 128509 ✓	Greece	Registered	9, 25	The Gates Corporation
HUNTER & GATES DEVICE	United States	Registered	25	The Gates Corporation

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Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
2129847				
PRO-AM 180303	Norway	Registered	9	The Gates Corporation
PRO-AM 317384	Sweden	Registered	9	The Gates Corporation
PRO-AM 385200	Korea	Registered	45	The Gates Corporation
PRO-HD 180304	Norway	Registered	9	The Gates Corporation
PRO-HD 385201	Korea	Registered	45	The Gates Corporation
PRO-HD 317383	Sweden	Registered	9	The Gates Corporation
PRO-TDX 180305	Norway	Registered	9	The Gates Corporation
PRO-TDX 317382	Sweden	Registered	9	The Gates Corporation
PRO-TDX 385202	Korea	Registered	45	The Gates Corporation
ROYAL AIRE 401701	Switzerland	Registered	25	The Gates Corporation
HUNTER & GATES DEVICE 259201	New Zealand	Registered	25	The Gates Corporation
HUNTER & GATES DEVICE 39605317	Germany	Registered	25	The Gates Corporation
HUNTER & GATES DEVICE TO96C00915	Italy	Registered	25	The Gates Corporation
TREDAIRE 364907	Switzerland	Registered	27	The Gates Corporation
TREDAIRE 591349	International	Registered	24, 27	Gates Europe NV
TREDAIRE 346242	International	Registered	27	Gates Europe NV
TREDAIRE 500990	Benelux	Registered	24, 27	Gates Europe NV

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PART 2 - TRADE MARK APPLICATIONS

Trade Mark and Number	Jurisdiction	Status	Class(es)	Owner
HUNTER 75333011	United States	Application	25	Gates (UK) Limited
HUNTER & GATES DEVICE 2012325	Spain	Application	25	Gates (UK) Limited
HUNTER & GATES DEVICE AM97196	Austria	Application	25	Gates (UK) Limited

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PART 3 – UNREGISTERED TRADE MARKS

**GRIPPERRODS
TREDAIRE
HUNTER
FLOORMASTER
WARRIOR
RENDA-FLOR
FORESTER
PRO-AM
PRO-HD
PRO-TDX
FIREFIGHTER
ARGYLL**

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SCHEDULE 2

"Transferors" means:

- (1) THE GATES RUBBER COMPANY LIMITED, a company incorporated in Scotland (registered no. SC121087), whose registered office is at Johnstone House, 52-54 Rose Street, Aberdeen, Scotland AB10 1UD;
- (2) GRIPPERRODS LIMITED, a company incorporated in England and Wales (registered no. 03041925), whose registered office is at East Putney House, 84 Upper Richmond Road, London SW15 2ST;
- (3) THE GATES CORPORATION, a company incorporated in Delaware, USA whose registered office is at 900 South Broadway, Denver, Colorado, 80209, USA; and
- (4) GATES EUROPE NV, a company incorporated in Belgium whose registered office is at Cr. Carlierlaan No. 30, Erembodegem, Belgium.

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Signed by **ERIK CASTENSKIOLD**)
as Attorney)
for and on behalf of **GATES (UK)**)
LIMITED in the presence of:)

E Castenskiold

R B Richards
Rachel. Richards of
75 King William St, London, EC4N

Signed by **D S CARTER**)
for and on behalf of **INTERFLOOR**)
LIMITED in the presence of:)

D S Carter

Paul Hays
AUK