

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Edinglen Limited

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) December 5, 2002

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Glenmuir Limited

Internal

Address: \_\_\_\_\_

Street Address: 25-29 Delves Road

City: Lanark

State: \_\_\_\_\_

Country: Scotland Zip: ML11 9DX

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Scotland
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,078,487

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

GLENMUIR

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

Name: A. Yates Dowell, III

Internal Address: Suite 406

Street Address: 2111 Eisenhower Avenue

City: Alexandria

State: Virginia Zip: 22314

Phone Number: (703) 415-2555

Fax Number: (703) 415-2559

Email Address: yates@dowellpc.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 04-1577

Authorized User Name A. Yates Dowell, III

**9. Signature:**

Signature

MARCH 3, 2005

Date

A. Yates Dowell, III

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 041577 2078487

TRADE MARK ASSIGNATION  
WITH GOODWILL

among

EDINGLEN LIMITED

GLENMUIR LIMITED

and

THE EDINBURGH WOOLLEN MILL LIMITED

2002

TRADE MARK ASSIGNATION WITH  
GOODWILL

among

Edinglen Limited a company incorporated in Scotland under the Companies Acts (Registered Number SC109508) and having its Registered Office at Waverley Mills, Langholm, Dumfriesshire DG13 0AB (hereinafter referred to as the "Assignor") OF THE FIRST PART

Glenmuir Limited a company incorporated in Scotland under the Companies Acts (Registered Number SC201009) and having its Registered Office at 25-29 Delves Road, Lanark ML11 9DX (hereinafter referred to as the "Assignee") OF THE SECOND PART

and

— THE EDINBURGH WOOLLEN MILL LIMITED, incorporated in Scotland under the Companies Act (registered no. SC024081) and having its Registered Office at Waverley Mills, Langholm, Dumfriesshire, DG13 0EB (hereinafter referred to as "EWM") OF THE THIRD PART

In terms of a Trade Mark Licence and Option Agreement ("the Agreement") between the Assignor and the Assignee dated 20 January 2000 the Assignor agrees to assign the trade marks set out in the Schedule hereto (the "Trade Marks") to the Assignee on the terms set out therein and to execute this assignation in accordance with the following provisions: -

1. In pursuance of the Agreement and in consideration of the sum of one pound the Assignor HEREBY ASSIGNS and transfers its whole right, title and interest in the Trade Marks, including all statutory and common law rights attaching thereto and to the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. This Assignation is made with the goodwill attaching to the Trade Marks.
3. The Assignor shall at the request and 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 reasonably require to enable the Assignee to become registered as the proprietor of the Trade Marks.

4. The Assignor and EWM (the "Warrantors") jointly and severally warrant and undertake to the Assignee (a) that the Assignor is the registered proprietor of the Trade Marks listed in the Schedule other than the Japanese trade mark numbered 3313037; (b) that neither the Assignor nor EWM have any reason to believe that the Assignor is not the registered proprietor of such Japanese trade mark; (c) that there are no licences currently in force in respect of the Trade Marks other than the Agreement (and other than licences granted in the ordinary and proper course of business and of which the Assignee is aware) and that the Assignor has not assigned or otherwise transferred the Trade Marks or any of them.

Other than the foregoing, all warranties of any nature (whether express or implied) in respect of the Trade Marks and/or their use are expressly excluded.

5. The Assignee warrants and undertakes to the Assignor that it knows of no facts or circumstances or information which might constitute a breach of the foregoing warranties by the Assignor.
6. The Warrantors' liability in respect of any claim under the warranties contained in Clause 4 (the "Warranties") shall be limited as follows:-
- (a) the total aggregate liability of the Warrantors in respect of any and all claims of any nature under the Warranties shall be limited to TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000)
- (b) the Warrantors shall not be liable for any breach of the Warranties unless the claim has been notified in writing to each of the Warrantors (setting out such details as are then known to the Assignee) as soon as reasonably practicable after it becomes aware of the circumstances giving rise to the claim in question and in any event within 18 months of the last date of execution of this Assignment.
7. Where any claim is made by the Assignee under the Warranties, the Assignee undertakes to take all reasonable steps to mitigate its losses in respect of the subject matter of such claim. Further, where any such claim arises out of a claim by third party(ies) against the Assignee, the Assignee:-
- (a) at either or both of the Warrantors' options, shall allow the Warrantors (or either of them) the conduct of such claim;
- (b) shall provide all such co-operation as the Warrantors may reasonably require in respect of such claim, subject to the Warrantors meeting the Assignee's out of pocket costs and expenses in doing so; and
- (c) shall not make any admission or statement nor offer any settlement in respect of such claim without the Warrantors' prior permission (except insofar as required to do so by law or court of competent jurisdiction)

8. The Assignment shall be governed by and construed in accordance with the Law of Scotland and the Assignor and the Assignee hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages together with the schedule annexed are executed as follows:-

SIGNED for and on behalf of Edinglen Limited by DAVID HOUSTON authorised signatory at GLASGOW on 5 DECEMBER 2002 before this witness:-

Witness *[Signature]*  
Print Full name *CHRIS DOWELL*  
Address *157 ST. VINCENT STREET*  
*GLASGOW*

*J. Houston*  
Authorised Signatory

SIGNED for and on behalf of Glenmuir Limited by COLIN MEE authorised signatory at GLASGOW on 5 DECEMBER 2002 before this witness:-

Witness *[Signature]*  
Print Full name *CLAIRE L. MCCRACKEN*  
Address *24A WEST GEORGE STREET*  
*GLASGOW*

*[Signature]*  
Authorised Signatory

SIGNED for and on behalf of The Edinburgh Woollen Mill Limited by DAVID HOUSTON authorised signatory at GLASGOW on 5 DECEMBER 2002 before this witness:-

Witness *[Signature]*  
Print Full name *CHRIS DOWELL*  
Address *157 ST. VINCENT STREET*  
*GLASGOW*

*J. Houston*  
Authorised Signatory

THIS IS THE SCHEDULE REFERRED TO IN THE ASSIGNATION AMONG EDINGLEN LIMITED, GLENMUIR LIMITED AND THE EDINBURGH WOOLLEN MILL LIMITED

Country	Trade mark	Class	Filing Date	Certificate No.	Expiry
European Community Registration	GLENMUIR	25 and 28	1 April 1996	83253	1 April 2006
UK	GLENMUIR	25	26 April 1990	1422542	26 April 2007
UK	DIAMOND LOGO AND GLENMUIR	25	28 March 1985	1238837	28 March 2006
UK	GLENCOE	25	6 March 1996	2060762	6 March 2006
UK	GLENMUIR SUN BLOC (SERIES OF 2 DEVICE)	25	16 July 1997	2139283	16 July 2007
UK	GLENMUIR RAIN BLOC (SERIES OF 2 DEVICE)	25	16 July 1997	2139343	16 July 2007
UK	GLENMUIR STORM BLOC (SERIES OF 2 DEVICE)	25	8 May 1998	2166140	8 May 2008
UK	SHADES OF CASHMERE BY GLENMUIR	25	23 January 1996	2053434	23 January 2006
Norway	GLENMUIR	25 AND 28	16 April 1991	153848	17 Dec 2002
Portugal	GLENMUIR	25	10 May 1991	273588	6 April 2003
Japan	GLENMUIR	25	21 April 1995	30215/1995	23 May 2007
Japan	DIAMOND LOGO AND GLENMUIR (DEVICE)	17	14 January 1988	2509366	26 February 2003

Country	Trade mark	Class	Filing Date	Certificate No.	Expiry
USA	GLENMUIR	25	16 October 1995	2078487	15 July 2007
Switzerland	GLENMUIR	25 and 28	6 January 1998	452498	6 January 2008
International	GLENMUIR	25	26 September 2000	744151	26 September 2010
Japan	GLENMUIR	25	23 May 1997	3313037	23 May 2007
Australia	GLENMUIR	25	8 December 2000	859974	[ ]