

02-07-2005

Our Ref.: 45-312

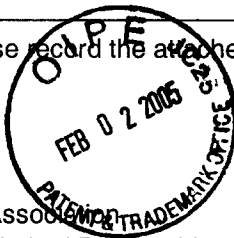
Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450



102935608

502.2



To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fosbel Intellectual AG

- Individual(s)
- General partnership
- Corporation-State: **Switzerland**
- Other: _____
- Association
- Limited Partnership

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

Name: **Hailjumper Limited**

Internal Address: _____

Street Address: **55 Colmore Row**

City: **Birmingham**

State/Country: **England**

Zip: **B3 2AS**

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

3. Nature of conveyance:

- Assignment
- Security Assignment
- Other: _____
- Merger
- Change of Name

Execution Date: 28 July 2003

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

- (1)
- (2)
- (3)

B. Trademark Registration No.(s)

- (1) **1,302,057**
- (2)
- (3)

Additional numbers attached? Yes No

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

Name: **Bryan H. Davidson**

Internal Address: _____

Street Address: **Nixon & Vanderhye P.C.**

1100 North Glebe Road

8th Floor

City **Arlington** State: **VA** Zip: **22201**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 40.00

- Enclosed
- Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bryan H. Davidson

Name of Person Signing

Signature

February 2, 2005

Date

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

02/04/2005 BHD:my 0000056 1302057

01 FC:8521

40.00 DP

DATED

28 July

2003

FOSBEL INTELLECTUAL AG

(1)

and

HAILJUMPER LIMITED

(2)

**DEED OF ASSIGNMENT OF
TRADE MARKS FOR
UNITED STATES OF AMERICA**

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THIS DEED OF ASSIGNMENT is made on 28 July 2003

BETWEEN

- (1) **FOSBEL INTELLECTUAL AG** a body corporate organised and existing under the laws of Switzerland with its principal place of business at Seedamm Business Centre, Churerstrasse 135, Pfaffikon 88008, Switzerland (the "Assignor"); and
- (2) **HAILJUMPER LIMITED** (Registered in England No. 4726365 whose registered office is at 55 Colmore Row, Birmingham, B3 2AS (the "Assignee").

BACKGROUND:

- (A) The Assignor is the proprietor and beneficial owner of the Trade Marks.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below.

AGREEMENT:

The Parties **AGREE** as follows:

1 **Definitions**

In this Assignment unless the context otherwise requires:

“**Trade Marks**” means the registered trade marks and applications for registration listed in Schedule 1

2 Assignment

2.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns to the Assignee with full title guarantee all such right, title and interest as it has in the Trade Marks together with the goodwill in the Trade Marks and all rights of action, remedies, powers and benefits relating to any of the Trade Marks including the right to sue for damages for infringement occurring before the date of this Assignment.

3 Further Assurance

3.1 The Assignor undertakes that, at the request of the Assignee, it will do all acts and things (including without limitation, making declarations and oaths) and execute all documents that may be necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 2.

3.2 At the request and cost of the Assignee, the Assignor shall provide all assistance to the Assignee which may be reasonably necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

4 Applicable Law and Jurisdiction

4.1 This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

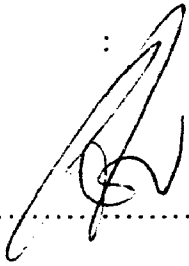
IN WITNESS of the above the Assignor and Assignee have executed and delivered this Assignment as a DEED on the date written at the head of this Assignment.

Schedule 1

The Trade Marks

Country	Mark	Registration No.	Registration Date	Class
USA	FOSBEL	1302057	23/10/1984	37
USA	MOLDAK	1507644	11/10/1988	1
USA	FOSBEL (&Dev FOSB1)	2619387	17/09/2002	1,37
USA	LANCESCOPE	N/A		7,9,37,42

EXECUTED AND :
DELIVERED AS A DEED by :
FOSBEL INTELLECTUAL AG :
Acting By



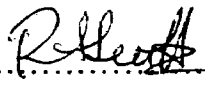
Authorised signatory:

Authorised signatory:

EXECUTED AND :
DELIVERED AS A DEED by :
HAILJUMPER LIMITED :



Acting by its duly authorised attorney Simon Ellett
in the presence of: :

Witness..... 

Name..... *R A Swift*

Address..... *PWC - Birmingham*

Occupation..... *ACCOUNTANT*