

**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
Ilford Imaging UK Limited		02/18/2005	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Harman Technology Limited
Street Address:	Town Lane, Mobberley
City:	Knutsfod, Cheshire
State/Country:	UNITED KINGDOM
Postal Code:	WA16 7JL
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78265159	GALERIE
Registration Number:	1418805	MULTIGRADE
Registration Number:	1419779	MULTIGRADE
Registration Number:	1734243	XP2

CORRESPONDENCE DATA

Fax Number: (212)575-0671  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-790-9200  
 Email: trademark@cjl.com  
 Correspondent Name: Cowan, Liebowitz & Latman, P.C.  
 Address Line 1: 1133 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name:

OP \$115.00 78265159

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Albert Robin

Signature:

/Albert Robin/

Date:

07/25/2005

Total Attachments: 5

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**C L I F F O R D  
C H A N C E**

**LIMITED LIABILITY PARTNERSHIP**

**ILFORD IMAGING UK LIMITED**  
(in Administrative Receivership)

**MARK RICHARD BYERS, MALCOLM BRIAN SHIERSON, LESLIE ROSS**  
(in their capacity as Administrative Receivers)

**AND**

**HARMAN TECHNOLOGY LIMITED**

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**TRADE MARK DEED OF ASSIGNMENT (AUSTRALIA)**

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**THIS DEED OF ASSIGNMENT** is made on 18 February 2005

**BETWEEN:**

- (1) **ILFORD IMAGING UK LIMITED** (in administrative receivership) (with registered number 57395) (the "Assignor") whose registered office is c/o Grant Thornton UK LLP, Heron House, Albert Square, Manchester M60 8GT, acting by its joint administrative receivers, as agents and without personal liability, Mark Richard Byers, Malcolm Brian Shierson and Leslie Ross, insolvency practitioners of Grant Thornton UK LLP, Grant Thornton House, Melton Street, Euston Square, London NW1 2EP (the "Receivers");
- (2) **THE RECEIVERS**; and
- (3) **HARMAN TECHNOLOGY LIMITED**, a company incorporated in the United Kingdom with registered number 5227615 whose registered office is at Mobberley, Knutsford, Cheshire WA16 7JL (the "Assignee").

**WHEREAS:**

- (A) The Receivers were appointed joint administrative receivers of the Assignor on 20 August 2004 under the fixed and floating charges granted by the Assignor in favour of UBS AG (as successor to Union Bank of Switzerland) in its capacity as security agent ("UBS") pursuant to (i) the debenture dated 23 December 1997 between, inter alios, the Assignor and UBS; (ii) the trademark security agreement dated 23 December 1997 between the Assignor and UBS; and (iii) the patent security agreement dated 23 December 1997 between the Assignor and UBS;
- (B) The Assignor, the Receivers and the Assignee will enter into the Sale and Purchase Agreement on the date hereof;
- (C) Under the Sale and Purchase Agreement, the Assignor agreed to assign the Trade Marks to the Assignee.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS**

In this Deed of Assignment:

"Sale and Purchase Agreement" means the Sale and Purchase Agreement between the Assignor, the Receivers and the Assignee of even date hereto for the sale and purchase of the business and certain assets of Ilford Imaging UK Limited and certain assets of Shootglen Limited;

"Trade Marks" means the Australian trade mark registrations and the applications for Australian trade mark registrations listed in the schedule to this Deed of Assignment;

**2. ASSIGNMENT**

For the consideration of £1 (one pound) receipt of which is hereby acknowledged, and in accordance with the provisions of the Sale and Purchase Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely and the Assignee accepts such right, title and interest as the Assignor may have in and to the following:

- 2.1.1 the Trade Marks and all legal rights and immunities (howsoever derived) attaching thereto;

2.1.2 the right to sue for and to recover damages and other remedies in respect of any infringement of the Trade Marks which may have occurred before the date of this Deed of Assignment; and

2.1.3 the goodwill attaching to the Trade Marks.

3. **GOVERNING LAW**

This Deed of Assignment is governed by English law.

EXECUTED by the parties as a deed

EXECUTED as a deed by **ILFORD IMAGING** )  
**UK LIMITED** (in Administrative Receivership), by )  
**LESLIE ROSS**, its administrative receiver, pursuant to ) *LRoss*  
powers granted to him by a group debenture dated 23 )  
December 1997 in favour of UBS AG )

In the presence of:

Witness signature *Martin Honderger*  
Witness name M HONDERGER  
Witness address CLIFFORD CHANCE LLP

SIGNED by )  
**Leslie Ross** )  
in his capacity as joint administrative receiver of the )  
Assignor for himself and on behalf of Mark Richard Byers )  
and Malcolm Brian Shierson without personal )  
liability and solely for the purposes of taking the benefit ) *LRoss*  
of Clauses 12 and 13 of the Sale and Purchase Agreement )  
and any other provision in this Deed of Assignment in their favour )

Executed as a deed by )  
**HARMAN TECHNOLOGY LIMITED** )

*P. J. Elton* Signature of director  
P. J. ELTON. Name of director

*A. Taylor* Signature of director / secretary  
Avery Taylor Name of director / secretary

SCHEDULE  
THE TRADE MARKS

Mark	Country	App/Reg Number	Class(es)	Status
GALERIE [WORD]	United States	78265159	1	Application pending
MULTIGRADE [WORD]	United States	1418805	1	Registered
MULTIGRADE [WORD]	United States	1419779	9	Registered
XP2 [LETTERS & NUMBER]	United States	1734243	1	Registered