

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
ADRIA LIMITED		07/19/2005	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Brands Global Limited
Street Address:	c/o D. Jacobson & Sons Limited
Internal Address:	Clough Fold, Bacup Road
City:	Rawtenstall, Rossendale, Lancs
State/Country:	UNITED KINGDOM
Postal Code:	BB4 7PA
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2951491	ROMBAH WALLACE

CORRESPONDENCE DATA

Fax Number: (206)374-2725  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 206-282-7199  
 Email: brian@geomarklaw.com  
 Correspondent Name: Brian Geoghegan  
 Address Line 1: 620 N. 34 St., Suite 102  
 Address Line 4: Seattle, WASHINGTON 98103

DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:

OP \$40.00 2951491

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Brian Geoghegan

Signature:

/bg/

Date:

09/08/2005

**Total Attachments: 6**

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DATED 19<sup>th</sup> JULY 2005

**ADRIA LIMITED**

and

**BRANDS GLOBAL LIMITED**

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS Assignment is dated

19<sup>th</sup> July

2005

**PARTIES**

- (1) **ADRIA LIMITED** incorporated and registered in Northern Ireland with company number NI5074 whose registered office is Beechmount Avenue, Strabane, Co. Tyrone BT82 9BG ("**Assignor**").
- (2) **BRANDS GLOBAL LIMITED** incorporated and registered in England with company number 2089411 whose registered office is c/o D. Jacobson & Sons Limited, Clough Fold, Bacup Road, Rawtenstall, Rossendale, Lancs BB4 7PA ("**Assignee**").

**BACKGROUND**

- (A) The Assignor is the proprietor of the trade marks and trade mark applications and registrations listed in the attached Schedule 1 (the "Registered Trade Marks" and "Trade Mark Applications" respectively and collectively the "Trade Marks").
- (B) The Assignor is the proprietor of the domain name listed in the attached Schedule 2 (the "Domain Name"), and all rights, title and interests in the Licensed IPR.
- (C) The Assignor has agreed to assign all its rights in and to the Trade Marks and the Domain Name, and license all its rights in and to the Licensed IPR, to the Assignee on the terms set out below.

**DEFINITIONS**

<b>"Intellectual Property"</b>	Means patents, trade marks, service marks, registered designs, domain names applications for any of the foregoing, trade or business names, unregistered trade marks and service marks, copyrights, rights in databases, rights in designs and inventions, know-how, confidential information, rights under licences, consents, orders, statute or otherwise in relation to any such rights and rights of the same or similar effect or nature, in any part of the world
<b>"Licensed IPR"</b>	Means all Intellectual Property owned by the Assignor which relates to the website with the Domain Name as specified in Schedule 2 of this Agreement

**AGREED TERMS****1. ASSIGNMENT**

[material redacted]

1.1 In consideration of the sum of [material redacted] now paid by the Assignee to the Assignor, the Assignor hereby assigns:

(a) with full title guarantee, to the Assignee absolutely all of its rights, title and interests in and to the Registered Trade Marks and the Domain Name, and

(b) with limited title guarantee to the Assignee absolutely all of its rights, title and interests in and to the Trade Mark Applications,

together with the goodwill associated with and attributable to the Trade Marks and the right to sue for past infringements and to retain any damages obtained as a result of such action

1.2 In consideration of the payment of the sum of £1 (one pound) by the Assignee to the Assignor (receipt of which is hereby acknowledged), the Assignor hereby grants to the Assignee a non-exclusive royalty-free perpetual irrevocable licence to use the Licensed IPR subject to the terms of this Agreement.

1.3 No other rights in relation to any of the Licensed IPR are granted to the Assignee and nothing in this Agreement shall prevent the Assignor or any other person authorised by the Assignor from using any of the Licensed IPR in any manner and/or in relation to any goods or services.

1.4 The Assignee acknowledges that the Trade Marks give no right to the exclusive use of the word "Wallace".

**2. FURTHER ASSURANCE**

The Assignor covenants that at the cost and request of the Assignee at any time and from time to time it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

**3. SALE OF GOODS**

3.1 The Parties shall enter into discussions regarding the purchase by the Assignee of the Assignor's stock of goods bearing one or more of the Trade Marks (collectively, the "Branded Goods"). Such sale, if any, shall be subject to terms to be agreed between the Parties.

[material redacted]

[material redacted]

**4. LIMITATION OF LIABILITY**

**4.1 Subject to Clause 4.3:**

- (a) the Assignor's aggregate liability for any loss or damage or any other liability of whatever nature suffered by the Assignee under or in connection with this Assignment and/or its use of the Trade Marks or Domain Name shall in no event exceed the consideration paid by the Assignee under Clause 1.1; and
- (b) neither Party shall be liable to the other for any loss of profits or for any indirect or consequential loss, damage cost or expense.

**4.2** Save as expressly set forth in this Assignment, all warranties, terms and conditions, whether oral or written, express or implied, by statute, common law, custom or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality), are hereby excluded.

**4.3** Notwithstanding any other provision of this Assignment, nothing in this Clause 4 shall restrict or exclude any liability (whether in contract, tort or otherwise) of the Assignor in respect of:

- (a) personal injury or death arising from the negligence of the Assignor; or
- (b) fraud (including without limitation fraudulent misrepresentation).

**5. GOVERNING LAW AND JURISDICTION**

This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts.

This Assignment has been entered into on the date stated at the beginning of it.

Signed by DAVID J. TAYLOR  
for and on behalf of **ADRIA LIMITED**

[Signature]  
Director

Signed by DAVID GREEN  
for and on behalf of **BRANDS  
GLOBAL LIMITED**

[Signature]  
Director

**Schedule 1: Trade marks****"Registered Trade Marks"**

Type	Mark	Registration No.	Proprietor
UK	ROMBAH WALLACE	1250944	Adria Limited
UK	SEEKERS BY ROMBAH WALLACE	2256526	Adria Limited
CTM	ROMBAH WALLACE	E3138708	Adria Limited
CTM	SEEKERS BY ROMBAH WALLACE	E3138682	Adria Limited
CTM	JAMES GRANVILLE	E3138641	Adria Limited

**"Trade mark Applications"**

Type	Mark	Application No.	Proprietor
CANADA	ROMBAH WALLACE	1195367	Adria Limited
USA	ROMBAH WALLACE	78322185	Adria Limited
CTM	JANE GRANVILLE	E3138666	Adria Limited

**Schedule 2: Domain Name**

<b>Domain Name</b>	<b>Proprietor</b>
www.rombahwallace.co.uk	Adria Limited