

**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
ASPREY HOLDINGS LIMITED		09/25/2002	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	GARRARD HOLDINGS LIMITED
Street Address:	23 Albemarle Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1S 4AS
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2590181	ASPREY & GARRARD
Registration Number:	2523885	ASPREY & GARRARD
Registration Number:	2555118	ASPREY & GARRARD THE CROWN JEWELLERS LONDON

CORRESPONDENCE DATA

Fax Number: (215)655-2420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215.994.2420  
 Email: terence.dixon@dechert.com  
 Correspondent Name: Terence A. Dixon, Dechert LLP  
 Address Line 1: 4000 Bell Atlantic Tower  
 Address Line 2: 1717 Arch Street  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

DOMESTIC REPRESENTATIVE

Name: Glenn A. Gundersen, Dechert LLP  
 Address Line 1: 4000 Bell Atlantic Tower

CH \$90.00 2590181

Address Line 2: 1717 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:

Terence A. Dixon

Signature:

/tad/

Date:

09/19/2005

Total Attachments: 4

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USA

DATED

2<sup>St</sup> September

2002

- (1) ASPREY HOLDINGS LIMITED
- (2) GARRARD HOLDINGS LIMITED

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**DEED OF ASSIGNMENT**

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Dechert  
2 Serjeants' Inn  
London EC4Y 1LT

Ref: CC423/001722  
Date: 6<sup>th</sup> September 2002  
Doc No: 2320566

**TRADEMARK**

**REEL: 003161 FRAME: 0478**

THIS DEED OF ASSIGNMENT is made the 25<sup>th</sup> day of September 2002

**BETWEEN:**

- (1) **ASPREY HOLDINGS LIMITED**, (formerly known as Asprey & Garrard Limited) a company incorporated in England and Wales of 167 New Bond Street, London W1S 4AR ("**the Assignor**"); and
- (2) **GARRARD HOLDINGS LIMITED**, a company incorporated in England and Wales of 23 Albemarle Street, London W1S 4AS ("**the Assignee**").

**WHEREAS:**

- (A) The Assignor is the proprietor and beneficial owner of the trade marks identified in the Schedule attached hereto (the "**Trade Marks**") and of the goodwill attaching to them.
- (B) Pursuant to a reorganisation of the Garrard Group of which the Assignor and Assignee are part, the Assignor has agreed to assign to the Assignee the Trade Marks upon the terms set out in this Agreement and the Assignee hereby accepts such assignment.
- (C) This assignment is being executed pursuant to an intra group reorganisation.

**NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:**

1. In pursuance of the reorganisation and in consideration of one pound sterling (the receipt of which is hereby acknowledged) the Assignor as legal and beneficial owner **HEREBY ASSIGNS** with full title guarantee to the Assignee the Trade Marks free from all encumbrances including all statutory and common law rights attaching to the Trade Marks **TOGETHER WITH** the goodwill of the Assignor's business relating to the goods or services in respect of which the Trade Marks have been used and are registered for;

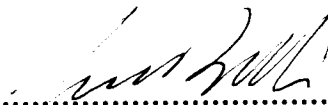
**TOGETHER WITH**

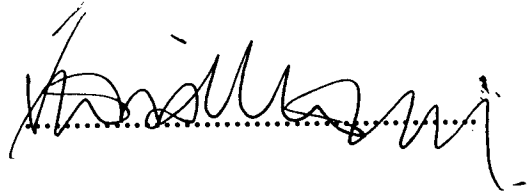
- 1.1 The benefit of any use of the Trade Marks and any registrations which may be granted including any renewals and extensions that may be granted;
- 1.2 The right to take any action or sue for past infringement and retain any damages obtained as a result of such action or any other remedy;
- 1.3 To the extent that such rights exist and are not already assigned hereby, all its rights to institute and maintain proceedings for passing off or equivalent proceedings against any persons now or hereafter wrongfully using the Trade Marks.
2. At the request and cost of the Assignee, the Assignor covenants with the Assignee to do promptly all things and execute all documents as may be required to perfect the Assignee's title in the Trade Marks.

3. The Assignor shall at its own cost execute all such deeds and documents and do all such things as the Assignee may reasonably require to give full effect to the transactions intended to be effected under or pursuant to this Assignment and for vesting in the Assignee the full benefit of the Trade Marks (and the goodwill attaching to them).
4. This Assignment shall be governed by, and construed in accordance with, English Law.


IN WITNESS whereof the parties have executed this assignment the day and year first above written.

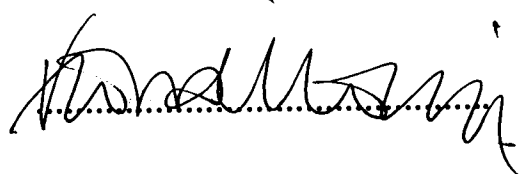
**EXECUTED as a DEED for and on behalf  
of ASPREY HOLDINGS LIMITED**

by:  .....

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**EXECUTED as a DEED for and on behalf  
of GARRARD HOLDINGS LIMITED**

by:  .....

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SCHEDULE

Mark	Registration No.	Registration Date
ASPREY & GARRARD	2590181	July 9, 2002
ASPREY & GARRARD & design	2523885	January 1, 2002
ASPREY & GARRARD THE CROWN JEWELLERS LONDON	2555118	April 2, 2002