

06/27/2005
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FORM PTO-1618A
Expires 06/30/06
OMB 0951-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
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To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ASSL (REALISATIONS) LIMITED

02/15/2005

Formerly ARTHUR SANDERSON & SONS, LIMITED

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization ENGLAND

Receiving Party

Mark if additional names of receiving parties attached

Name ABARIS HOLDINGS LIMITED

DBA/AKA/TA _____

Composed of _____

Address (line 1) BRADBOURNE DRIVE

Address (line 2) TILBROOK, MILTON KEYNES

Address (line 3) BUCKINGHAMSHIRE ENGLAND MK7 8BE
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization ENGLAND

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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Expires 08/30/05
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1604730"/>	<input type="text" value="1604783"/>	<input type="text" value="1048407"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1861807"/>	<input type="text" value="1808501"/>	<input type="text" value="1940888"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

Form PTO-2038

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement 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. Charges to deposit account are authorized, as indicated herein.

GARY A. HECHT

Name of Person Signing

Signature

6/27/05

Date Signed

RightFax

8/19/05 8:09

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Fax Server

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE


In re\ Registrations of Abaris Holdings Limited
 Bradbourne Drive
 Tilbrook
 Milton Keynes
 Buckinghamshire MK7 8BE
 England
Registration Nos.: 1604730, 1604783, 1046,407,
 1661807, 1808501, and 1940888

DESIGNATION OF DOMESTIC REPRESENTATIVE

The above-identified Registrant (by virtue of the recordal of a Confirmatory Assignment dated February 15, 2005) hereby designates the following as Domestic Representative upon whom notice or process in proceedings affecting the above-identified trademark registrations may be served:

Name of domestic Representative: SYNNESTVEDT & LECHNER LLP
Postal Address: 2600 Aramark Tower
 1101 Market Street
 Philadelphia, PA 19107

Dated: 6/27/05

By: 
Gary A. Hecht
Registration No. 36,826
Attorney for Registrant

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COPY

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is effective as of *15th* February 2005;

BETWEEN

- (1) **ASSL (REALISATIONS) LIMITED** (formerly Arthur Sanderson & Sons Limited) ("ASSL") a company incorporated in England and registered under number 0068757 whose registered office is 8 Salisbury Square, London EC4Y 8BB (in administrative receivership and liquidation) acting by its administrative receivers Neville Barry Kahn and Nicholas Guy Edwards (the "Receivers") of Deloitte & Touche LLP of Athene Place, 66 Shoe Lane, London EC4A 3BQ ("the Assignor"); and
- 2 **Abaris Holdings Limited** a company incorporated in England and registered under number 1167325 whose registered office is Bradbourne Drive, Tilbrook, Milton Keynes, Buckinghamshire MK7 8BE (the "Assignee").

WHEREAS, the Assignor has adopted and used in its business the trademarks registered in the United States Patent and Trademark Office that are listed in Annex A (hereinafter "Trademarks"), attached hereto;

WHEREAS, on or about August 26, 2003, Assignor sold its business and certain of its assets including the Trademarks to the Assignee;

WHEREAS, by an instrument in writing dated 7 August 2003 the Receivers were appointed to be the administrative receivers of all the property and undertaking of ASSL and on 20 November 2003 an order was made for the winding up of ASSL;

AND WHEREAS, the liquidators of ASSL have consented to ASSL (acting by the Receivers) entering into this Agreement;

NOW, THEREFORE, in consideration of the sum of US \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor assigns and confirms said assignment to Assignee of such right, title, and interest as the Assignor may have in and to the Trademarks in the United States together with such goodwill of the business symbolized by said Trademarks as the Assignor may have and any registrations thereof.

The Assignee hereby acknowledges that the Assignor and the Receivers have made no representations (whether made innocently or negligently) warranties or guarantees relating to the Trademarks or to this Assignment and that all representations (whether made innocently or negligently) warranties, conditions or guarantees express or implied, statutory or otherwise, relating to the Trademarks or to this Assignment are excluded by the Assignor and the Receivers.

The Receivers shall have no personal liability under or in connection with this Assignment or the Trademarks.

The Assignee agrees that it shall on demand pay to the Assignor all costs incurred by the Assignor and the Receivers in connection with the preparation, negotiation and execution of this Assignment.

This Assignment shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment. Each party agrees to waive any objection to the English courts, whether on the grounds of venue, or on the grounds that the forum is not appropriate.

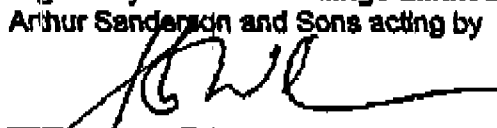
Signed at MILTON KEYNES, ENGLAND, this 15th day of February, 2005.

Signed by ASSL (Realisations) Limited
(in administrative receivership and
liquidation) acting by *N. Kahn*

one of its administrative receivers under
the powers conferred on him by Schedule 1
to the Insolvency Act 1986 and the terms of
a debenture dated 19 March 2001



Signed by ABARIS Holdings Limited trading as
Arthur Sanderson and Sons acting by


Name: **J. B WILSON**
Title: **DIRECTOR**

ANNEX A

	<u>Trademark</u>	<u>U.S. Trademark Registration No.</u>
(a)	MORRIS & CO.	1,604,730
(b)	MORRIS & CO.	1,604,783
(c)	SANDERSON	1,048,407
(d)	SANDERSON	1,661,807
(e)	SANDERSON	1,808,501
(f)	SANDERSON	1,940,888

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