

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DLA	FORMERLY Dipp Lupton Alsop	09/24/2004	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Debevoise & Plimpton LLP		
Street Address:	919 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited liability partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2984419	D&P	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Debevoise & Plimpton LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	99999-2533		
NAME OF SUBMITTER:	David H. Bernstein, Esq.		
Signature:	/David H. Bernstein, Esq./		
Date:	10/31/2005		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is hereby made as of September ~~24~~²⁷, 2004, by DLA (formerly Dibb Lupton Alsop), an English partnership having a principal place of business at 3 Noble Street, London, England EC2V 7EE ("Assignor") to Debevoise & Plimpton LLP, a New York limited liability partnership having a principal place of business at 919 Third Avenue, New York, New York 10022 ("Assignee").

WHEREAS, DLA (formerly doing business as Dibb Lupton Alsop) and Assignee are parties to the Settlement Agreement, dated as of March 21, 2003 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Dibb Lupton Alsop (now trading as DLA) is the exclusive owner of all right, title and interest in and to the service marks covered by the Registrations and Applications identified on Schedules A and B (collectively, the "Assigned Marks"); and

WHEREAS, pursuant to the Agreement, Assignee desires to acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, transfer, assign, sell and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, including, without limitation, all common-law rights in the Assigned Marks as are owned by the Assignor, and the registrations and applications for registrations thereof, and the goodwill as symbolized by the Assigned Marks in connection with the business, free and clear of all encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

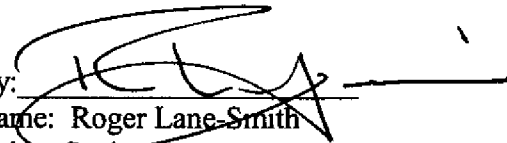
Assignor hereby agrees that Assignor will and will cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances, and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and

purposes of the Agreement and this Assignment. Assignee hereby agrees to reimburse Assignor for any actual out-of-pocket costs and expenses incurred in such efforts.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect and conflict of laws, by the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

DIBB LUPTON ALSOP

By: 
Name: Roger Lane-Smith
Title: Senior Partner

As attorney for this purpose for each of the partners in DLA (formally known as Dibb Lupton Alsop) as at the date hereof.

SCHEDULE A

COUNTRY OWNER	TRADE MARK/DESIGN	APPLICATION NO APPLICATION DATE	REGISTRATION NO REGISTRATION DATE	STATUS RENEWAL DUE
CTM Dibb Lupton Alsop	D&P	001451541 07 January 2000	001451541 07 January 2000	Registered 07 January 2010

CLASS 36: Business advisory services; business consultancy services; lobbying services; business information services; recruitment services; employment advisory services.

CLASS 41: Education and training services.

CLASS 42: Legal services; consultancy services relating to intellectual property, patents, trade marks and designs; copyright management services; intellectual property licensing services; professional consultancy services, all relating to legal services, intellectual property services, licensing services, searching and research services, the establishment, enforcement, maintenance and exploitation of patents and trade marks and other intellectual property rights; legal information services.

COUNTRY OWNER	TRADE MARK/DESIGN	APPLICATION NO APPLICATION DATE	REGISTRATION NO REGISTRATION DATE	STATUS RENEWAL DUE
South Africa Dibb Lupton Alsop	D&P	2000/00426 12 January 2000	2000/00426 12 January 2000	Registered 12 January 2010

CLASS 42: Legal services; consultancy services relating to intellectual property, patents, trade marks and designs; copyright management services; intellectual property licensing services; professional consultancy services, all relating to legal services, intellectual property services, licensing services, searching and research services, the establishment, enforcement, maintenance and exploitation of patents and trade marks and other intellectual property rights; legal information services.

South Africa Dibb Lupton Alsop	D&P	2000/00429 12 January 2000	2000/00429 12 January 2000	Registered 12 January 2010
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CLASS 36: Business advisory services; business consultancy services; lobbying services; business information services; recruitment services; employment advisory services.

SCHEDULE B

OWNER	TRADE MARK	APPLICATION NO
COUNTRY		APPLICATION DATE
Dibb Lupton Alsop	D&P	2000/00416
South Africa		12 January 2000

CLASS 41: Education and training services.

Dibb Lupton Alsop	D&P	75/892928
United States of America		10 January 2000

CLASS 35: Business consultation; business information services; business acquisition and merger consultation; business appraisals; business auditing; employment consulting and recruiting, copyright management in Class 35.

CLASS 36: Business advisory services, namely, commodity investment and advice, investment advice, and currency exchange and advice; business consultation in Class 36.

CLASS 41: Education services; namely, conducting classes, seminars, conferences, workshops, in the field of law in Class 41.

CLASS 42: Lobbying services, namely, lobbying corporations, regulatory bodies, trade associations, executive, judicial and legislative bodies regarding issues relating to intellectual property, advertising, aviation, banking, broadcasting, chemicals, commercial projects, competition, corporate defense, electronic commerce, energy, environment, employment, financial services, health and safety, healthcare, information technology, pharmaceuticals, planning, product safety, property and construction, retail, telecommunications, transport, and utilities; legal services in the fields of employment and employment law; legal services; intellectual property consultation services relating to intellectual property, patents, trademark and designs; intellectual property licensing services; professional consultation services in the fields of legal services, intellectual property services, intellectual property licensing services, intellectual property searching and research services, the establishments, enforcement, maintenance and exploitation of patents and trademarks and other intellectual property rights; providing legal information services in Class 42.