

**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             |
|--------------------|----------|----------------|-------------------------|
| Paul Smith Limited |          | 12/22/2005     | COMPANY: UNITED KINGDOM |

RECEIVING PARTY DATA

|                   |                                   |
|-------------------|-----------------------------------|
| Name:             | Paul Smith Group Holdings Limited |
| Street Address:   | Riverside Way                     |
| Internal Address: | The Riverside Building            |
| City:             | Nottingham                        |
| State/Country:    | UNITED KINGDOM                    |
| Postal Code:      | NG2 1DP                           |
| Entity Type:      | COMPANY: UNITED KINGDOM           |

PROPERTY NUMBERS Total: 7

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 1703997 | PAUL SMITH    |
| Registration Number: | 1661631 | PAUL SMITH    |
| Registration Number: | 1899650 | PAUL SMITH    |
| Registration Number: | 1511432 | PAUL SMITH    |
| Registration Number: | 1306038 | PAUL SMITH    |
| Registration Number: | 2439173 | PS PAUL SMITH |
| Registration Number: | 2053644 | R.NEWBOLD     |

CORRESPONDENCE DATA

Fax Number: (216)566-9711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-566-9700  
 Email: docketing@rankinhill.com  
 Correspondent Name: Rankin, Hill, Porter & Clark LLP  
 Address Line 1: 925 Euclid Avenue, Suite 700

CH \$190.00 1703997

Address Line 4: Cleveland, OHIO 44115-1405

ATTORNEY DOCKET NUMBER:

AAT-14373

**DOMESTIC REPRESENTATIVE**

Name: Rankin, Hill, Porter & Clark LLP

Address Line 1: 925 Euclid Avenue, Suite 700

Address Line 4: Cleveland, OHIO 44115-1405

NAME OF SUBMITTER:

Stephen A. Hill

Signature:

/stephen a hill/

Date:

01/12/2006

**Total Attachments: 3**

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THIS ASSIGNMENT is made on 22 December 2005

**BETWEEN:**

- (1) **PAUL SMITH LIMITED**, a company incorporated in England (registered number 1170719) and whose registered office is at The Riverside Building, Riverside Way, Nottingham, NG2 1DP (the "Assignor"); and
- (2) **PAUL SMITH GROUP HOLDINGS LIMITED**, a company incorporated in England (registered number 5534862) and whose registered office is at The Riverside Building, Riverside Way, Nottingham, NG2 1DP (the "Assignee").

**RECITALS:**

- A. The Assignor is the registered proprietor of certain trade marks (the "Marks") short particulars of which are set out in the Schedule hereto.
- B. By virtue of an agreement between the Assignor and the Assignee dated 22/12/2005 (the "Agreement") the Assignor has agreed to assign the Marks to the Assignee upon the terms and conditions set out in this Agreement.

**1. ASSIGNMENT OF MARKS**

- 1.1 In consideration of the good and valuable consideration referred to in the Agreement, (receipt of which the Assignor hereby acknowledges), the Assignor hereby unconditionally and absolutely assigns to the Assignee with full title guarantee all its right, title and interest in the Marks and the benefit of such (including all statutory and common law rights attaching thereto) together with the goodwill of the business relating to the goods and services in respect of which the Marks have been used by the Assignor.
- 1.2 The rights assigned pursuant to Clause 1.1 include the right to sue for past infringements and to retain any damages obtained as a result of such action.

**2. FURTHER ASSURANCE**

- 2.1 Without limiting the generality of the foregoing, the Assignor shall execute such further documents and do such further things as the Assignee may reasonably request from time to time, at the Assignor's own expense, to:
  - 2.1.1 perfect the Assignee's title in the Marks; and
  - 2.1.2 assist the Assignee in any claim or proceeding involving any of the Marks.
- 2.2 Until the Assignee has confirmed to the Assignor in writing that the Assignee's title in a Mark has been satisfactorily recorded or registered with the relevant registry of trade marks, the Assignor shall undertake all matters relating to the prosecution and maintenance of the Mark (including replying to any office actions or filing any renewals) acting strictly in accordance with the Assignee's instructions in relation to such Mark.
- 2.3 The Assignor shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to enforce any of the rights it has or to resist any action, claim or proceedings brought against the Assignee in relation to any of the Marks.

**3. MISCELLANEOUS**

**Unenforceable provisions**

3.1 If any provision or part of this Assignment (or any document referred to herein) is or at any time becomes void or unenforceable in any respect, it shall be deemed to be deleted and the legality, validity and enforceability of the remaining provisions of this Assignment (or such document) shall not in any way be affected or impaired thereby.

**Third party rights**

3.2 No person other than a party may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

**Counterparts**

3.3 This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts together constitute one instrument.

**4. COSTS**

Each party to this Assignment shall pay its own costs in connection with the preparation, negotiation and implementation of this Assignment and any matter contemplated by it.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This Assignment (together with all documents referred to herein) shall be governed by, and construed in accordance with, English law.

5.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Assignment and any matter arising therefrom.

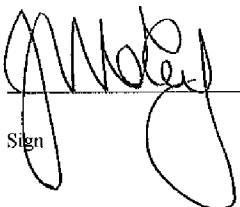
**IN WITNESS** of which the parties have executed this Agreement on the date first mentioned above.

For and on behalf on Paul Smith Limited

  
Sign

JOHN MORLEY - DIRECTOR  
Print Name and Capacity

For and on behalf of Paul Smith Group Holdings Limited

  
Sign

JOHN MORLEY - DIRECTOR  
Print Name and Capacity

**Schedule**

|                          |                    |           |         |
|--------------------------|--------------------|-----------|---------|
| United States of America | PAUL SMITH         | 14 & 18   | 1703997 |
| United States of America | PAUL SMITH         | 14 and 18 | 1661631 |
| United States of America | PAUL SMITH         | 9         | 1899650 |
| United States of America | PAUL SMITH         | 3         | 1511432 |
| United States of America | PAUL SMITH Logo    | 25        | 1306038 |
| United States of America | PS PAUL SMITH Logo | 25        | 2439173 |
| United States of America | R. NEWBOLD         | 18 & 25   | 2053644 |