

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cazenove Group PLC		02/25/2005	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cazenove IP Limited		
Street Address:	20 Moorgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 6DA		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2710759	CAZENOVE	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-8400		
Email:	ocasioa@gtlaw.com		
Correspondent Name:	Herbert H. Finn - Greenberg Traurig, LLP		
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Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	577771.010001		
DOMESTIC REPRESENTATIVE			
Name:	Herbert H. Finn - Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Dr., Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		

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NAME OF SUBMITTER:	Herbert H. Finn
Signature:	/Herbert H. Finn/
Date:	01/20/2006
Total Attachments: 6 source=2nd trans#page1.tif source=2nd trans#page2.tif source=2nd trans#page3.tif source=2nd trans#page4.tif source=2nd trans#page5.tif source=2nd trans#page6.tif	

Dated 26 February 2006

CAZENOVE GROUP PLC

and

CAZENOVE IP LIMITED

DEED OF ASSIGNMENT (2)
(TRADE MARKS)

Slaughter and May,

One Bunhill Row,

London EC1Y 8YJ.

CAYC/ND

TP043070064

THIS DEED OF ASSIGNMENT is made the 25th day of February, 2005

BETWEEN:

- (1) **CAZENOVE GROUP PLC** a company incorporated in England under registered number 04152491 of 20 Moorgate, London EC2R 6DA (the "Assignor"); and
- (2) **CAZENOVE IP LIMITED** a company incorporated in England under registered number 5289913 of 20 Moorgate, London EC2R 6DA (the "Assignee").

WHEREAS:

- (A) The Assignor owns the registered trade marks and trade mark applications details of which are set out in Schedule 1 and owns the rights in the logos as depicted in Schedule 2 hereto (the "Trade Marks").
- (B) The Assignor has granted a licence to use the Trade Marks to Cazenove & Co. Ltd and also holds the rights and benefits under licences of the Trade Marks granted to Cazenove Fund Management Limited and Cazenove Charitable Trust (together the "Trade Mark Licences").
- (C) The Assignor has agreed to assign the Trade Marks and all its rights and benefits under the Trade Mark Licences to the Assignee in accordance with the terms and conditions of this Assignment.

NOW THIS DEED WITNESSETH as follows:

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee:

- (i) all right, title and interest in and to the Trade Marks together with all goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to obtain the benefit of those Trade Marks that are applications for registration, with the intention that upon registration, such registrations will vest in the Assignee, and the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely; and
- (ii) all its rights and benefits under the Trade Mark Licences, except for the following:
 - (a) the JVco Rights, as such term is defined in the Trade Mark Licence between Cazenove & Co Ltd, Cazenove Fund Management Limited and Cazenove Group Plc dated 18 February 2005; and

- (b) the Cazenove Group plc Rights, as such term is defined in the Trade Mark Licence between Cazenove Group plc and Cazenove & Co. Ltd dated 21 February, 2005.

2. **TRADE MARK LICENCES**

With effect from the date of this Deed of Assignment, the Assignee hereby undertakes to observe, perform, discharge and be bound by the provisions of the Trade Mark Licences as if the Assignee were a party to the Trade Mark Licences in the place of the Assignor.

3. **FURTHER ASSURANCE**

Each party shall at all times hereafter promptly execute all such documents as the other may request to give full effect to this Deed of Assignment and secure to the other party or any successor in title thereof the full benefit of the rights assigned to the other party hereunder.

4. **THIRD PARTY RIGHTS**

The parties do not intend that any term of this Deed of Assignment should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed except that Clause 2 shall be enforceable by Cazenove & Co Ltd, Cazenove Fund Management Limited and Cazenove Charitable Trust.

5. **GOVERNING LAW**

This Deed of Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Deed of Assignment.

IN WITNESS WHEREOF this Deed of Assignment has been executed by or on behalf of the parties on the date first above written.

SCHEDULE 1**Trade Marks**

MARK	APPLN/REGISTRATION	CLASS(ES)	JURISDICTION	STATUS
CAZENOVE	2268688	35,36	UK	Registered
CAZENOVE	2352705	16,35,36	CTM	Registered
CAZENOVE	2710759	35,36	USA	Registered
CAZENOVE	766860	36,36	Australia	Registered
CAZENOVE	12780/2002	36	Hong Kong	Registered
CAZENOVE	08157/2003	36	Hong Kong	Registered
CAZENOVE	17522	35	Thailand	Registered
CAZENOVE	17989	36	Thailand	Registered
CAZENOVE	766860	35,36	Japan	Registered
CAZENOVE	766860	35,36	Singapore	Registered
CAZENOVE	2001/18530	36	South Africa	Application
CAZENOVE	2001/18531	36	South Africa	Application
CAZENOVE	766860	35,36	Switzerland	Registered

TRADEMARK

REEL: 003231 FRAME: 0902

SCHEDULE 2

Logo

CAZENOVE

CAZENOVE
PRIVATE EQUITY

TRADEMARK

REEL: 003231 FRAME: 0903

Executed as a deed by
for and on behalf of
CAZENOVE GROUP PLC
acting by a director and a secretary/two
directors


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Director


.....
Secretary/Director

Executed as a deed by
for and on behalf of
CAZENOVE IP LIMITED
acting by a director and a secretary/two
directors


.....
Director


.....
Secretary/Director