

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	LICENSE
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PCMS Holdings PLC		02/03/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	PCMS Group PLC
Street Address:	Westwood Business Park
Internal Address:	PCMS House, Torwood Close
City:	Coventry
State/Country:	UNITED KINGDOM
Postal Code:	CV4 8HX
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2445406	BEANSTORE

CORRESPONDENCE DATA

Fax Number: (212)949-1690
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2126973750
 Email: dbk@kirschsteinlaw.com
 Correspondent Name: David B. Kirschstein, Esq.
 Address Line 1: 489 Fifth Avenue, 17th Floor
 Address Line 4: New York, NEW YORK 10017-6105

ATTORNEY DOCKET NUMBER:	BEANSTORE LICENSE
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DOMESTIC REPRESENTATIVE

Name: David B. Kirschstein, Esq.
 Address Line 1: 489 Fifth Avenue, 17th Floor

CH \$40.00 2445406

Address Line 4: New York, NEW YORK 10017-6105

NAME OF SUBMITTER:

David B. Kirschstein

Signature:

/David B. Kirschstein/

Date:

02/09/2006

Total Attachments: 6

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DATED

30th February

2004

PCMS HOLDINGS PLC

-and-

THE PCMS GROUP PLC

CONFIRMATORY TRADE MARK LICENCE

Wright Hassall
9 Clarendon Place
Leamington Spa
CV32 5QP

Telephone: (01926) 886688
Fax: (0871) 8712071

CONFIRMATORY TRADE MARK LICENCE

THIS LICENCE is made on the 3rd day of February 2004

BETWEEN:-

- (1) **PCMS HOLDINGS PLC** (registered in England under Company Number 04156083) the registered office of which is at PCMS House, Torwood Close, Westwood Business Park, Coventry CV4 8HX ("Licensor")
- (2) **THE PCMS GROUP PLC** (registered in England under Company Number 01459419) the registered office of which is at PCMS House, Torwood Close, Westwood Business Park, Coventry CV4 8HX ("Licensee")

WHEREAS:-

- (A) The Licensor is the proprietor of certain registered and pending trade marks ("the Trade Marks"), particulars of which are set out in the Schedule below, which, excepting for Community Trade Mark 680546, were assigned on 10th September 2002 (in the case of United States, trade marks 2445406 and 1510711 and United States application 78/083594 on 20th November 2002) to the Licensor by the Licensee with provision whereby, and now pursuant to this Licence, a licence to use the Trade Marks would be granted back to the Licensee to use the Trade Marks in the course of the Licensee's business.
- (B) In the case of Community Trade Mark 680546 (being one of the Trade Marks appearing in the Schedule), the same was assigned by DF Solutions Limited trading as "itim Technology Solutions" to the Licensor on 22nd October 2002.
- (C) In the premises of Recitals (A) and (B), the Licensee now wishes to use the Trade Marks in the course of the Licensee's business in relation to the goods and/or services in respect of which the Trade Marks have been applied for or registered.
- (D) The parties now wish to enter into this Licence in respect of the Licensee's use of the Trade Marks on the terms and conditions set out herein, and for the purposes of clause 4 below this Licence shall be the formal licence for registration purposes.

IT IS AGREED as follows:-

1. **Grant**

- 1.1 The Licensor hereby grants to the Licensee a non-exclusive, royalty-free licence to use the Trade Marks in relation to the goods and/or services covered by the classes listed in the Schedule and in the respective territories set out in the Schedule from the date of this Licence for the full term of the Trade Marks whether or not the same are renewed.

- 1.2 The Licensee shall use its reasonable endeavours at all times to create, promote and retain goodwill in the business utilising the goods and/or services under the Trade Marks.

2. **Consideration**

In consideration of the licence granted under clause 1 above the Licensee shall pay to the Licensor the sum of £1 (one pound) exclusive of any value added tax, receipt of which the Licensor hereby acknowledges.

3. **Use of the Trade Marks and Marking**

- 3.1 The Licensee shall ensure that the goods and/or services supplied by it under the Trade Marks conform to and comply in all respects with usages and standards known to it or advised from time to time by the Licensor.
- 3.2 The Licensee shall use the Trade Marks in the form stipulated from time to time by the Licensor and shall observe any reasonable directions given by the Licensor as to colours and size of representations of the Trade Marks and their manner and disposition in relation to the goods and/or services in all advertising, promotional and other documentary material which makes use of the Trade Marks and shall use, where advised, markings which indicate the Trade Marks are, as the case may be, registered or function as trade marks otherwise and are used by the Licensee with the permission of the Licensor.

4. **Formal Licence**

The parties shall execute this Licence and any further and appropriate document or instrument to be registered with the relevant Trade Marks Registries in the respective territories, the registration costs of which shall be borne by the Licensee.

5. **Termination**

The Licensor may terminate this Licence in the event that the Licensee ceases to carry on business, goes or is put into receivership, administrative receivership, administration or liquidation or makes any an arrangement for the benefit of its creditors or takes or suffers any similar action in consequence of any debt and on such termination the Licensee shall immediately cease using the Trade Marks in any form and all rights granted pursuant to this Licence shall immediately revert to the Licensor.

6. **Assignment and Sub-licensing**

- 6.1 The benefit and burden of this Licence may be assigned, transferred, sub-licensed, sub-contracted or otherwise made over by the Licensor or by any successors in title to the Licensor and nothing herein shall prevent the Licensor from selling, transferring, assigning or otherwise dealing in the Trade Marks subject to the provisions hereof and for the avoidance of doubt the Licensee hereby consents to such dealing.

6.2 Nothing in this Licence shall give to the Licensee any right to assign, transfer, sub-contract or in any other manner make over the benefit of this Licence without the specific written consent of the Licensor which consent shall be entirely at the discretion of the Licensor but shall not be unreasonably withheld.

7. Governing Law and Jurisdiction

This Licence shall be governed by and construed in accordance with the laws of England in every particular including formation and interpretation and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

Territory	Number	Mark	Classes	Filing Date or date of Registration	Status
UK	2132501	BEANSTORE	9, 16, 42	23.10.1998	Registered
UK	1476710	VISION TWENTY ONE	9	31.05.1999	Registered
UK	1203224	DATAFIT	9	11.08.1986	Registered
UK	1203225	DATAFIT	16	16.10.1985	Registered
Community	1793942	DATAFIT	9, 16, 42	11.09.2001	Registered
Community	1934108	PCMS DATAFIT	9, 16, 42	01.11.2000	Application
Community	2431047	PCMS	9, 16, 42	29.10.2001	Application
Community	680546	BEANSTORE	9,16,42	23.09.1999	Registered
USA	2445406	BEANSTORE	9, 16, 42	24.04.2001	Registered
USA	1510711	DATAFIT	9, 16,	01.11.1988	Registered
USA	78/083,594	VISION TWENTY ONE	9, 16, 38, 42	30.11.2001	Application
Australia	A465532	DATAFIT	9	13.06.1989	Registered
Benelux	412902	DATAFIT	9	10.06.1986	Registered
Canada	335080	DATAFIT		11.12.1987	Registered
France	1316927	DATAFIT	9	15.07.1985	Registered
Germany	1103067	DATAFIT	9	04.03.1987	Registered
Ireland	111951	DATAFIT	16	14.10.1985	Registered
Ireland	111950	DATAFIT	9	20.02.1984	Application
Japan	2001-17273	DATAFIT	9	20.02.2001	Application
Japan	2698715	DATAFIT	9	31.10.1994	Registered
New Zealand	172335	DATAFIT	9	14.02.1990	Registered
Norway	152155	DATAFIT	9	10.09.1992	Registered
Portugal	261176	DATAFIT	9	03.08.1992	Registered
Sweden	249314	DATAFIT	9	28.05.1993	Registered
Switzerland	378564	DATAFIT	9	01.11.1990	Registered

IN WITNESS WHEREOF this Licence has been executed and delivered as a deed by the parties the day and year first above written.

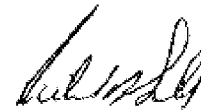
EXECUTED AS A DEED BY)
PCMS HOLDINGS PLC)
acting by its duly authorised)
representatives in the presence of:-)



3 February, 2004

Andrew Scott
FINANCE MANAGER
PCMS GROUP PLC
PCMS HOUSE
TANWOOD CLOSE
COVENTRY CV4-8HX

EXECUTED AS A DEED BY)
THE PCMS GROUP PLC)
acting by its duly authorised)
representatives in the presence of:-)



3 February, 2004

Andrew Scott
FINANCE MANAGER
PCMS GROUP PLC
PCMS HOUSE
TANWOOD CLOSE
COVENTRY . CV4-8HX