

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 |
|-----------------------------|----------|----------------|-----------------------------|
| Percy International Limited | | 08/09/2005 | CORPORATION: UNITED KINGDOM |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | Pimpernel International Limited |
| Street Address: | 50 Lothian Road |
| City: | Edinburgh, Midlothian |
| State/Country: | UNITED KINGDOM |
| Postal Code: | EH3 9WJ |
| Entity Type: | CORPORATION: UNITED KINGDOM |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Serial Number: | 76443949 | PIMPERNEL TABLEMATES |
| Registration Number: | 1317116 | PIMPERNEL |

CORRESPONDENCE DATA

Fax Number: (312)427-6663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-427-1300
Email: CHIUSTM@LADAS.NET
Correspondent Name: Burton S. Ehrlich
Address Line 1: 224 South Michigan Avenue
Address Line 2: Suite 1600
Address Line 4: Chicago, ILLINOIS 60604

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | PIMPERNEL ASSIGNMENT 2 |
|--------------------------------|------------------------|

DOMESTIC REPRESENTATIVE

CH \$65.00 76443949

Name: Ladas & Parry LLP
Address Line 1: 224 South Michigan Avenue
Address Line 2: Suite 1600
Address Line 4: Chicago, ILLINOIS 60604

| | |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Burton S. Ehrlich |
| Signature: | /Burton S. Ehrlich/ |
| Date: | 02/13/2006 |

Total Attachments: 6
source=pimpernel asn#page1.tif
source=pimpernel asn#page2.tif
source=pimpernel asn#page3.tif
source=pimpernel asn#page4.tif
source=pimpernel asn#page5.tif
source=pimpernel asn#page6.tif

DATED

9 August

2005

- (1) **PERCY INTERNATIONAL LIMITED**
- (2) **PIMPERNEL INTERNATIONAL LIMITED**

**ASSIGNMENT OF BUSINESS
INTELLECTUAL PROPERTY**

Certified a true copy

Edinburgh

9/8/05


for and on behalf of Bures LLP

Eversheds LLP
Eversheds House
70 Great Bridgewater Street
Manchester M1 5ES
Tel +44 (0) 161 831 8000
Fax +44 (0) 161 831 8888

EDIN 909274 v 1

TRADEMARK
REEL: 003245 FRAME: 0837

THIS DEED OF ASSIGNMENT is made on

9 August

2005

BETWEEN

- (1) Percy International Limited (formerly Pimpernel International Limited) (Company number 00373157) of 26-32 Derwent Street, Blackhill, Consett, County Durham DH8 8LY ("the Company") acting by its Administrative Receivers Garry Wilson and Robert Hunter Kelly of Ernst & Young LLP of Cloth Hall Court, 14 King Street, Leeds LS1 2JN ("the Receivers"); and
- (2) Pimpernel International Limited (formerly Lothian Shelf (245) Limited) (Company Number SC276510) whose registered office is at 50 Lothian Road, Edinburgh, Midlothian EH3 9WJ ("the Purchaser")

BACKGROUND

- A. On 22 February 2005, the Company went into administrative receivership and the Receivers have been appointed receivers of the Company for the purposes of the receivership.
- B. Pursuant to the Sale and Purchase Agreement the Company has agreed to assign to the Purchaser all of its rights, title and interest in and to the Business Intellectual Property on the terms and subject to the conditions set out in this Assignment.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1 In this Assignment and the Background, the following expressions shall have the following meanings unless inconsistent with the context:

"Business Intellectual Property" all Intellectual Property Rights owned or used by the Company in respect of or relating to the Business, including but not limited to those registered rights set out in the **Schedule** to this Assignment

"the Business" as defined in the Sale and Purchase Agreement

"Intellectual Property Rights" all, if any, rights vested in the Company in any website (together with any web content), domain names and e-mail addresses of the Company and any patents, trade marks, copyrights, design rights and trade names, inventions, know-how and any similar right, and any application or right to apply for registration in respect of any such right in any country, to the extent that the same are used in connection with the Business in so far only as the Company is beneficially entitled to the same as at the Transfer Date

“the Sale and Purchase Agreement”

the sale and purchase agreement of even date made between (1) the Company and others; (2) the Receivers; and (3) the Purchaser relating to the sale by the Company of the Business

“Transfer Date”

as defined in the Sale and Purchase Agreement

- 1.2 The headings in this Assignment are for convenience only and shall not affect its construction or interpretation.
- 1.3 Any reference in this Assignment to a clause is a reference to a clause of this Assignment.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1.00 (one pound) paid by the Purchaser to the Company (receipt and sufficiency which the Company acknowledges), the Company assigns all its rights, title and interest in and to the Business Intellectual Property, to the Purchaser together with all statutory and common law rights and the right to sue for past, present and future infringements and to retain any damages and seek other remedies as a result of such infringement and the right to apply for, prosecute and obtain protection throughout the world in respect of the Business Intellectual Property.

3. FURTHER ASSURANCE

- 3.1 The Company and the Receivers agree, at the expense of the Purchaser, to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Purchaser to give full effect to the terms of this Assignment (including assisting the Purchaser in the resolution of any question concerning the Business Intellectual Property).
- 3.2 Any instrument, deed, document or agreement to be executed by the Company and/or the Receivers shall be prepared by the Purchaser, be subject to prior approval by the Receivers' solicitors and contain an exclusion of any personal liability on the part of the Receivers or their firm or employees.

4. GOVERNING LAW AND JURISDICTION

The formation, existence, construction, performance, validity and all aspects whatsoever of this Assignment or of any term of this Assignment shall be governed by English law. The English courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties agree to submit to that jurisdiction.

5. EXCLUSION OF RECEIVERS' PERSONAL LIABILITY

It is hereby expressly declared, agreed and acknowledged by the parties hereto that the Receivers are party to this Assignment only for the purpose of receiving the benefit of this declaration and any other covenants, conditions or provisions in their favour contained in this Assignment and the Receivers are not executing this

Assignment with the intention of accepting any personal liability hereunder. Accordingly, neither the Receivers nor their partners, firm, employees or agents incur any personal liability howsoever arising under or in connection with this Assignment or the transaction hereby agreed or by entering into any deed or other document or agreement pursuant to or in connection with this Assignment.

6. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE

TRADE MARKS

| Country | Mark | Reg/App Number | Filing Date | Renewal Date | Class |
|----------------------|--------------------------------------|----------------|-------------|--------------|----------|
| Australia | PIMPERNEL | A185563 | | 23/01/09 | 27 |
| Australia | TABLE MATES | 828813 | | 22/03/10 | 21 |
| Austria | PIMPERNEL | 39268 | | 12/07/08 | 39 |
| Benelux | PIMPERNEL | 375719 | | 14/09/11 | 27 |
| Canada | PIMPERNEL | 165258 | | 19/09/14 | - |
| Community trade mark | TABLE MATES | 1553353 | | 13/03/10 | 20,21,24 |
| Czech Republic | PIMPERNEL | 220684 | 11/02/99 | 10/02/09 | 21 |
| France | PIMPERNEL | 1502359 | | 12/09/08 | 21,24 |
| Germany | PIMPERNEL | 2053479 | 18/12/92 | 18/12/12 | 21 |
| Greece | PIMPERNEL | 115022 | 12/07/93 | 12/07/13 | 21 |
| Hong Kong | PIMPERNEL | 10828/95 | 11/01/93 | 11/01/14 | 21 |
| Ireland | PIMPERNEL | 150145 | 30/11/92 | 30/11/09 | 21 |
| Italy | PIMPERNEL | 729573 | | 23/03/05 | 27 |
| New Zealand | PIMPERNEL | 75014 | | 21/01/13 | 27 |
| New Zealand | TABLE MATES | 610484 | 15/03/00 | 15/03/07 | 21 |
| Portugal | PIMPERNEL | 287811 | 07/12/92 | 06/09/14 | 21 |
| South Africa | PIMPERNEL | 92/10488 | 30/11/92 | 30/11/12 | 21 |
| Spain | PIMPERNEL | 1734116 | 04/12/92 | 04/12/12 | 21 |
| Sweden | PIMPERNEL | 249031 | 02/12/92 | 07/05/13 | 21 |
| USA | PIMPERNEL | 1317116 | 19/09/83 | 29/01/15 | 27 |
| USA | PIMPERNEL TABLE MATES & device | 76/443949 | 26/08/02 | - | 21 |

his joint administrative receiver)
Garry Wilson pursuant to the power)
granted to him under a debenture dated)
25 April 2002 in favour of The Governor)
and Company of Bank of Scotland)

Witness signature: *Ben Williamson*

Name: Ben Williamson

Address: 46 Sarstedd Rise
Wardlaw
Leeds

Occupation:
Chartered Accountant

SIGNED as a Deed by)
PIMPERNEL INTERNATIONAL LIMITED)
acting by)
a director and its secretary)
or two directors)

Director



Director/Secretary



for and on behalf of Burness LLP