

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asprey Holdings Limited		03/16/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Plainfield Special Situations Master Fund Limited
Street Address:	55 Railroad Avenue
Internal Address:	c/o Plainfield Asset Management
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76570501	167 NEW BOND STREET - LONDON -
Registration Number:	1378032	ASPREY
Registration Number:	1054167	ASPREY
Registration Number:	1925944	ASPREY
Registration Number:	2271803	ASPREY
Registration Number:	2462024	ASPREY
Registration Number:	2320207	ASPREY
Registration Number:	2336627	ASPREY
Registration Number:	2295152	ASPREY
Registration Number:	3031058	ASPREY LONDON

CORRESPONDENCE DATA

Fax Number: (212)878-8375

CH \$265.00 76570501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-878-8000
Email: trademark.group@cliffordchance.com
Correspondent Name: Steven T. Shelton
Address Line 1: 31 West 52nd Street
Address Line 2: Clifford Chance US LLP
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	005912-00022
NAME OF SUBMITTER:	Steven T. Shelton
Signature:	/Steven T. Shelton/
Date:	04/06/2006

Total Attachments: 8

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Revolving Credit Facility Loan Agreement dated as of MARCH 16, 2006 between **ASPREY INTERNATIONAL LIMITED**, an exempted company organized in the Cayman Islands with limited liability, with its registered office at the offices of Walkers SPV Limited, Walker House, PO Box 908GT, Mary Street, George Town, Grand Cayman, Cayman Islands (the "Borrower"), each of the subsidiaries of Borrower and **PLAINFIELD SPECIAL SITUATIONS MASTER FUND LIMITED**, a Cayman Islands company with its chief place of business at c/o Plainfield Asset Management LLC, 55 Railroad Avenue, Greenwich, Connecticut 06830 (the "Lender").

The parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1. Defined Terms.

As used herein the following terms shall have the following meanings:

"Accounts" shall mean those accounts arising out of the sale or lease of goods or the rendition of services by the Borrower or any of its Subsidiaries.

"Adjusted Net Income" shall mean, with respect to the Borrower and its Subsidiaries on a consolidated basis for any period, the aggregate income (or loss) of the Borrower and its Subsidiaries on a consolidated basis for such period which shall be an amount equal to net revenues and other proper items of income less the aggregate for the Borrower and its Subsidiaries on a consolidated basis of any and all items that are treated as expenses under GAAP, and less, without duplication, Federal, state and local income taxes as determined in accordance with GAAP.

"Affiliate" as applied to any Person shall mean any other Person directly or indirectly through one or more intermediaries Controlling, Controlled by, or under common Control with, that Person.

"Affiliate Advances" shall mean, as to the Borrower, all loans, advances and other distributions to and Investments in any officer, director, employee, Affiliate and/or Subsidiary of the Borrower.

"Agreement" shall mean this Revolving Credit Facility Loan Agreement, as the same from time to time may be amended, supplemented or modified.

"Applicable Interest Rate" shall mean the Prime Rate plus a premium equal to the percentage specified below, per annum, compounded monthly:

- (i) initially, 7.5%;
- (ii) subject to clauses (iii) or (iv) of this definition, 4.5% from and after the date of a Garrard Sale; and

(i) the Lender may, at its option, declare the Commitment to be terminated forthwith, whereupon the Commitment and all obligations to the Lender to make Loans to the Borrower shall immediately terminate; or

(ii) the Lender may, at its option, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the Note to be due and payable and the same, and all interest accrued thereon, shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived, anything contained herein or in any instrument evidencing the Loans to the contrary notwithstanding.

(b) The Lender shall not enforce its remedies to collect amounts due and payable with respect to any Loan and the accrued and unpaid interest thereon for a period that expires thirty (30) days after the First Termination Date (such period being the "Standstill Period"), provided that:

(i) During the Standstill Period, the Borrower is using its commercially reasonable efforts to refinance and terminate the Commitments and repay all Loans and the accrued and unpaid interest thereon on or prior to the expiration of the Standstill Period with a loan facility that provides terms and conditions that are, in the aggregate, more favorable to the Borrower than the terms and conditions of this Agreement; and

(ii) There is no other Event of Default or any breach or default that with notice, the passage of time or either would not be an Event of Default; and

(iii) On or prior to the First Termination Date, the Borrower and each Subsidiary has executed and delivered a Security Agreement, Deposit Control Agreement, Securities Intermediary Agreement, Collateral Assignment Agreements and other customary agreements, documents or instruments that confirms the grant and perfection of the security interests granted hereunder in the Collateral with terms and conditions that are reasonably acceptable to the Lender, it being understood that if such Security Agreements are not executed and delivered prior to the First Termination Date, then the Lender may pursue any and all of its remedies provided in this Agreement; and

ARTICLE 9. COLLATERAL SECURITY

Section 9.1. General Loan and Collateral Agreement.

(a) As collateral security for the payment of each Note and of all other notes and/or obligations or Obligations of the Borrower (and the obligations of each of the Subsidiaries under Section 12), now or hereafter owned or held by the Lender, the Borrower and each Subsidiary hereby grants to the Lender, a continuing lien, security interest and right of setoff as security for all Obligations owing to the Lender, whether now existing or hereafter arising, upon and against following properties, assets and rights of the Borrower and of each Subsidiary (collectively, the "Collateral"), wherever located, whether now owned or hereafter acquired or

arising, and all proceeds and products thereof: all assets, personal property and fixtures of every kind and nature including without limitation all of the following categories of assets as defined in the UCC: all goods (including inventory, equipment and any accessions thereto), all instruments (including promissory notes), all documents, all accounts, all chattel paper (whether tangible or electronic), all deposit accounts (and any and all monies, securities and other property of the Borrower and each Subsidiary, and the proceeds thereof now or hereafter held or received by or in transit to the Lender from the Borrower or any Subsidiary, whether for safekeeping, custody, pledge, transmission, collection or otherwise), all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims, all securities and all other investment property, all supporting obligations, any and all other contract rights or rights to the payment of money, all insurance claims and proceeds, all tort claims, and all general intangibles including, without limitation, all payment intangibles, all patents, all patent applications, all trademarks, all trademark applications, all trade names, all copyrights, all copyright applications, all software, all engineering drawings, all service marks, all customer lists, all goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Borrower or any Subsidiary possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Borrower or any Subsidiary, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, all writings, all plans, all specifications and all schematics and all proceeds and products of the foregoing.

(b) The Lender shall have, as of the date of this Agreement and at all times while the Commitment or any Loan is outstanding, a first priority security interest in all of the Collateral other than the trademarks of Borrower or its Subsidiaries listed on Schedule 9.1 and the related goodwill and intellectual property (collectively, the "Second Priority Collateral") and subject to the Liens in favor of the Existing Lender that are subordinated pursuant to the Subordination Agreement.

(c) At any time, without demand or notice (any such notice being expressly waived by the Borrower), the Lender may setoff same, or any part thereof and apply the same to any of the Obligations of the Borrower or any Subsidiary even though unmatured and regardless of the adequacy of any other collateral securing the Obligations.

(d) ANY AND ALL RIGHTS TO REQUIRE THE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY SUBSIDIARY ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

(e) The Lender at any time, before or after an Event or Default, may but shall not be obligated to, transfer into or out of its own name or that of its nominee all or any of the collateral security, including stocks, bonds, and other securities, and the Lender or its nominee may demand, sue for, collect, receive and hold as like collateral security any or all interest, dividends and income thereon and if the securities are held in the name of the Lender or its nominee, the Lender may, after an Event of Default, exercise all voting and other rights

pertaining thereto as if the Lender were the absolute owner thereof; but the Lender shall not be obligated to demand payment of, protest, or take any steps necessary to preserve any rights in the collateral against prior parties, or to take any action whatsoever in regard to the collateral security or any part thereof, all of which the Borrower assumes and agrees to do. Without limiting the generality of the foregoing, the Lender shall not be obligated to take any action in connection with any conversion, call, redemption, retirement or any other event relating to any of the collateral security, unless the Borrower gives written notice to the Lender that such action shall be taken not more than thirty (30) days prior to the time such action may first be taken and not less than ten (10) days prior to the expiration of the time during which such action may be taken.

Section 9.2. [Reserved]

Section 9.3. Post Closing Security Agreements.

(a) The Lender, the Borrower and each Subsidiary shall, prior to the First Termination Date, in good faith negotiate the terms and provisions of a Security Agreement, Deposit Control Agreement, Securities Intermediary Agreement, Collateral Assignment Agreements and other customary agreements, documents or instruments that confirms the grant and perfection of the security interests granted hereunder in the Collateral with terms and conditions that are reasonably acceptable to the Lender.

ARTICLE 10. COVENANT STANDSTILL PROVISIONS

Section 10.1. Good Faith Negotiations.

The Lender and Borrower shall in good faith negotiate the terms and conditions of Article 6 and Sections 7.3(b), 7.8 and 7.9, it being understood that such provisions shall be supplemented with actual ratios and other threshold amounts.

Section 10.2. Effectiveness of Certain Provisions Prior to the First Termination Date.

(a) Until the First Termination Date, the Lender shall waive compliance with the provisions of Article VI of this Agreement.

(b) Until the First Termination Date, the provisions of Sections 7.3(b), 7.8 and 7.9 shall be deemed to be supplemented as follows: that Borrower and each Subsidiary shall not:

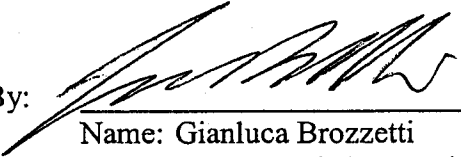
(i) Incur any Affiliate Advances other than those expressly requested by Borrower and expressly permitted by Lender; or

(ii) make any Capital Expenditures; or

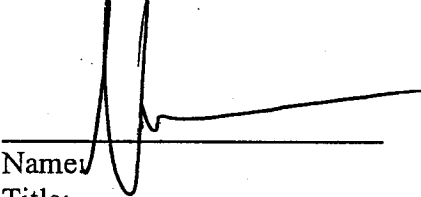
(iii) expend any amounts for the lease, rental or hire of real or personal property pursuant to any rental agreement therefor, whether an operating lease, capitalized lease or otherwise other than under an agreement existing on the date of this Agreement and incurred in the normal course of business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in New York, New York by their proper and duly authorized officer as of the day and year first above written.

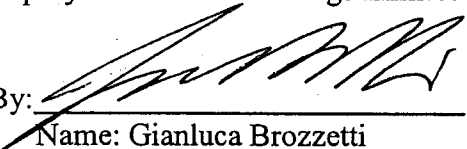
ASPREY INTERNATIONAL LIMITED

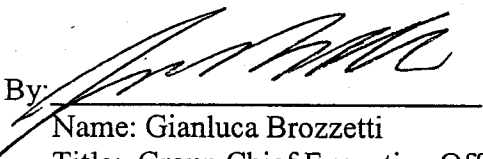
By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

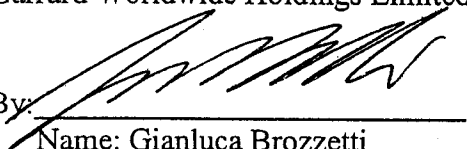
**PLAINFIELD SPECIAL SITUATIONS
MASTER FUND LIMITED**

By: 
Name:
Title:

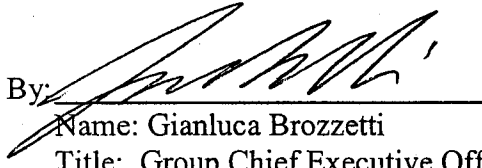
Accepted and Agreed
As of the date first written above

Asprey Worldwide Holdings Limited
By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

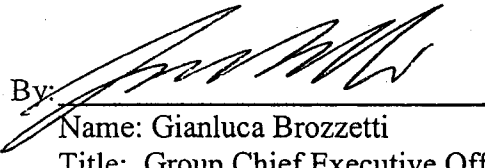
A&G Services Limited
By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

Garrard Worldwide Holdings Limited
By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

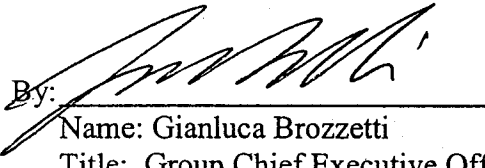
Asprey Holdings Limited

By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

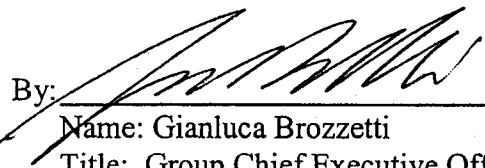
A&G Services USA Limited

By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

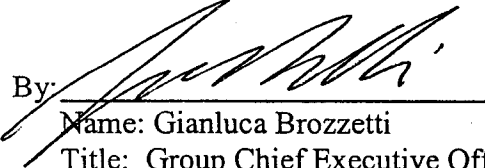
Asprey London Limited

By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

Asprey Polo Limited

By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

Asprey Limited

By: 
Name: Gianluca Brozzetti
Title: Group Chief Executive Officer

005912/22

06 April 2006

Trade Mark Schedule

Page 1



Country & Trademark Name	Registration No. & Date	Application No. & Date	Renewal Date & Quinm	Status	Proprietor	
US 167 NEW BOND STREET - LONDON button						
US	Class: 3, 8, 9, 14, 18, 25, 28, 35	12-Jan-2004 76/570501		Pending	Asprey Holdings Limited	
					A001722576	
US	United States of America	14-Jan-1986	27-Sep-1982	14-Jan-2006	Registered	Asprey Holdings Limited
ASPREY		1378032	73-390013		Under Renewal	
						A368-00292
US	United States of America	07-Dec-1976	26-Mar-1973	07-Dec-2006	Registered	Asprey Holdings Limited
ASPREY		1054167	72-452489			
						A368-00293
US	United States of America	10-Oct-1995	10-May-1994	10-Oct-2015	Registered	Asprey Holdings Limited
ASPREY		1925944	74/522596			
						A368-044
US	United States of America	24-Aug-1999	04-Feb-1998	24-Aug-2009	Registered	Asprey Holdings Limited
ASPREY		2271803	75/446050			
						A368-699
US	United States of America	19-Jun-2001	21-Oct-1997	19-Jun-2011	Registered	Asprey Holdings Limited
ASPREY		2462024	75/376895			
						A368-710

Country & Trademark Name	Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status	Proprietor
US United States of America ASPREY	22-Feb-2000 2320207	12-Feb-1998 75/433596	22-Feb-2010	Registered	Asprey Holdings Limited
Class: 35,42 A368-701					
US United States of America ASPREY	28-Mar-2000 2336627	04-Feb-1998 75/428682	28-Mar-2010	Registered	Asprey Holdings Limited
Class: 28 A368-702					
US United States of America ASPREY	30-Nov-1999 2295152	04-Feb-1998 75/428735	30-Nov-2009	Registered	Asprey Holdings Limited
Class: 08,13 A368-703					
US United States of America ASPREY LONDON (stylised)	20-Dec-2005 3031058	05-Nov-2003 76557691	20-Dec-2015	Registered	Asprey Holdings Limited
Class: 3,8,9,11,13,14,16,18,20,21,24,25,27,28,33,34,35 A80172572					

Asprey
LONDON