

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:	Jasmine Trust
Street Address:	Equity Trust House, 28-30 The Parade
Internal Address:	c/o Equity Trust (Jersey) Limited
City:	Jersey
State/Country:	UNITED KINGDOM
Postal Code:	JE4 8XY
Entity Type:	TRUST: UNITED KINGDOM

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

900046081

**TRADEMARK
 REEL: 003283 FRAME: 0954**

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

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Steven T. Shelton

Signature:

/Steven T. Shelton/

Date:

04/06/2006

Total Attachments: 6

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Senior Subordinated Promissory Note

Aggregate Principal Amount:
US \$1,000,000.00

March 16, 2006

Asprey International Limited, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company" or "Maker") with its registered office at the offices of Walkers SPV Limited, Walker House, PO Box 908GT, Mary Street, George Town, Grand Cayman, Cayman Islands, for value received, hereby promises to pay to the order of the **JASMINE TRUST** (the "Payee"), a trust with its registered office at: c/o Equity Trust (Jersey) Limited, Equity Trust House, 28-30 The Parade, Jersey JE4 8XY as provided below, upon demand at any time from the Payee and from time to time as of and after the earlier to occur of either (i) an Event of Default (defined below), or (ii) March 16, 2009. The aggregate initial principal amount of the loans under this Senior Subordinated Promissory Note (this "Note") is **One Million U.S. Dollars** (US \$1,000,000.00). The Maker shall also pay interest on the unpaid balance of such principal amount at a rate equal to **fifteen percent (15%)** per annum (the "Interest Rate") from the date hereof, subject to Section 4, until the aggregate principal amount is paid in full. Interest shall be payable by the Maker to Payee as provided herein. Interest on the principal balance shall accrue and shall be added to the principal balance of this Note on a quarterly basis. All interest that is added to the principal balance of this Note shall earn interest thereon. Commencing on April 15, 2008 and continuing until this Note is paid in full, the Maker may elect each on the 15th day of the last month of each calendar quarter (January 15, April 15, July 15 and October 15) at its option to (a) pay the accrued and unpaid interest that is due (or any of it) in cash or (b) elect to continue to accrue such interest and add it to the principal balance. Any such cash payment of interest shall be due on the date that is two (2) Business Days after the 15th day of the last month of the applicable calendar quarter (January 15, April 15, July 15 and October 15). If the Company does not timely pay interest on such payment date, then the Company shall be deemed to have elected to continue to accrue such interest. Accrued and unpaid interest may be paid at any time after April 15, 2008 without penalty. Payments of principal, interest and fees shall be made in lawful money of the United States of America in cash, check or wire transfer at the address of the Payee set forth above or such other address as such Payee may designate in writing to the Company. All payments hereunder shall be made without reduction by reason of set-off, counter-claim or otherwise.

The obligations under this Note shall be senior in right of payment of all other obligations of the Company other than the Company's obligations to (and shall be subordinated to the payment of obligations to): (i) Plainfield (and its successors or assigns) pursuant to that certain Revolving Credit Facility Loan Agreement (the "Revolving Note Obligations") dated as of even date herewith and; (ii) Plainfield, Fleming Holdings Limited, John Rigas and Daniel Standen (and their respective successors or assigns) under that certain Senior Promissory Note dated as of even date herewith under such promissory note (the "Term Note").

unconditional, present and continuing guaranty of payment and not of collectability and is in no way conditioned or contingent upon any attempt to collect from Maker.

7. Security Interest.

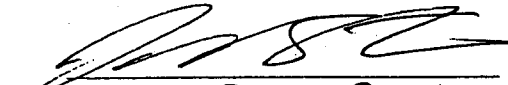
(a) At the request of Payee, the Maker and each Subsidiary other than A&G International Holdings Limited hereby, at its own cost and expense, agree to secure their respective obligations to Payee hereunder by pledging or creating or causing to be pledged or created in favor of the Payee a perfected, third priority lien on and security interest on all Collateral (as hereinafter defined).

(b) For the purposes of this Note, the term "Collateral" shall mean, collectively, the following properties, assets and rights of the Maker and of each Subsidiary, 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 Uniform Commercial Code adopted within the state of New York: 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 Maker and each Subsidiary, and the proceeds thereof now or hereafter held or received by or in transit to the Payee from the Maker 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 Maker 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 Maker 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.

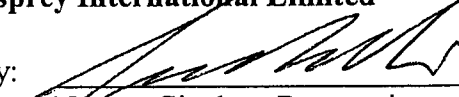
(c) If requested by Payee, the Maker and each Subsidiary will confirm such security interests and liens by executing and delivering within 7 days of such request such agreements, instruments, financing statements and documents necessary or reasonably required to effectuate the purposes of this Section 7 (together the "Security Documents"); provided, however, neither Maker nor any Subsidiary shall be required to create a first lien on any tangible property for which a security interest exists as of the date hereof to the extent such lien is not permitted. Notwithstanding the preceding sentence, Maker and each Subsidiary hereby authorizes and permits each of the Payee to confirm such security interest and lien by executing and delivering, on behalf of Maker (or any Subsidiary) as

IN WITNESS WHEREOF, this Note has been executed and delivered on the date first above written by duly authorized representatives of the Company and each Subsidiary.

ATTEST:


Print Name: Daniel Standen

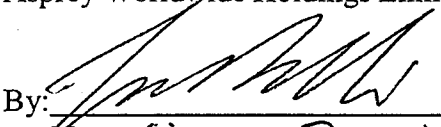
Asprey International Limited

By: 
Name: Gianluca Brozzetti
Title:

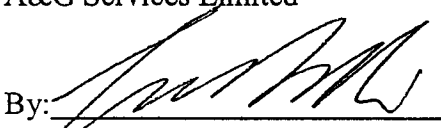
Address: c/o Walkers SPV Ltd.
PO Box 908GT
Walkers House, Mary Street
George Town, Grand Cayman
Cayman Islands, BWI
Attn: Ian Gobin
Telephone: (345) 945-3727
Facsimile: (345) 814-8254

Signature of each Subsidiary:

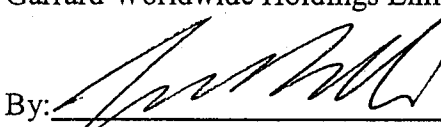
Asprey Worldwide Holdings Limited

By: 
Name: Gianluca Brozzetti
Title:


A&G Services Limited

By: 
Name: Gianluca Brozzetti
Title:

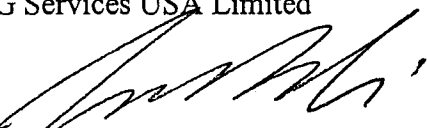
Garrard Worldwide Holdings Limited

By: 
Name: Gianluca Brozzetti
Title:

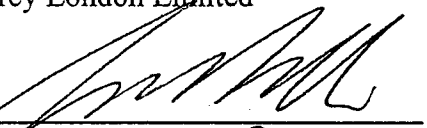
Asprey Holdings Limited

By: 
Name: Gianluca Brozzetti
Title:

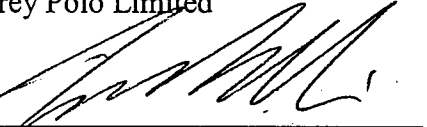
A&G Services USA Limited

By: 
Name: Gianluca Brozzetti
Title:

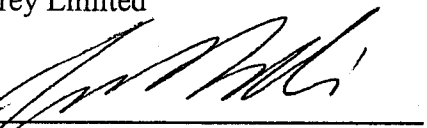
Asprey London Limited

By: 
Name: Gianluca Brozzetti
Title:

Asprey Polo Limited

By: 
Name: Gianluca Brozzetti
Title:

Asprey Limited

By: 
Name: Gianluca Brozzetti
Title:

ADDRESS OF EACH SUBSIDIARY:

To such Subsidiary
c/o Asprey International Limited
at its address set forth above

005912/22

06 April 2006

Trade Mark Schedule

Page 1

Country & Trademark Name	Registration No. & Date	Application No. & Date	Renewal Date & Quin	Status	Proprietor
US 167 NEW BOND STREET - LONDON button					
		12-Jan-2004		Pending	Asprey Holdings Limited
		76/570501			
					A001722576
					Class: 3, 8, 9, 14, 18, 25, 28, 35



US United States of America	14-Jan-1986	27-Sep-1982	14-Jan-2006	Registered	Asprey Holdings Limited
ASPREY	1378032	73-390013		Under Renewal	
					A368-00293
					Class: 14,18,21

US United States of America	07-Dec-1976	26-Mar-1973	07-Dec-2006	Registered	Asprey Holdings Limited
ASPREY	1054167	72-452489			
					A368-00293
					Class: 34

US United States of America	10-Oct-1995	10-May-1994	10-Oct-2015	Registered	Asprey Holdings Limited
ASPREY	1925944	74/522596			
					A368-044
					Class: 40,42

US United States of America	24-Aug-1999	04-Feb-1998	24-Aug-2009	Registered	Asprey Holdings Limited
ASPREY	2271803	75/446050			
					A368-699
					Class: 03,25

US United States of America	19-Jun-2001	21-Oct-1997	19-Jun-2011	Registered	Asprey Holdings Limited
ASPREY	2462024	75/376895			
					A368-700
					Class: 16

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 A001722572					

Asprey
LONDON