

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

Name:	Fleming Holdings Limited
Street Address:	667 Madison Avenue
Internal Address:	c/o Sciens Capital Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10021
Entity Type:	COMPANY: CAYMAN ISLANDS

Name:	John Rigas
Street Address:	875 Park Avenue, Apt. 4B
City:	New York
State/Country:	NEW YORK
Postal Code:	10021
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Daniel Standen
Street Address:	165 Duane Street, Apt. 3B
City:	
State/Country:	
Postal Code:	
Entity Type:	

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City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	INDIVIDUAL: UNITED STATES

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
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:	04/07/2006

Total Attachments: 7
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Senior Promissory Note

Aggregate Principal Amount:

US \$20,000,000.00

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 following payees (each, a "Payee" and, collectively, the "Payees") the amount payable to each of the Payees as provided below:

- A. **Plainfield Special Situations Master Fund Limited** ("Plainfield") an aggregate amount \$10,000,000;
- B. **Fleming Holdings Limited** ("Fleming") an aggregate amount of \$7,647,059;
- C. **John Rigas** ("Rigas") an aggregate amount of \$1,764,705; and
- D. **Daniel Standen** ("Standen") an aggregate amount of \$588,236

in each case, upon demand at any time from any 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 Promissory Note (this "Note") is **Twenty Million U.S. Dollars** (US \$20,000,000.00). 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 Payees 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 without penalty. In addition, during the term of this Note a facility commitment fee ("Facility Fee") shall be charged the Maker in the amount of 75 basis points (.75%) of the amount, if any, of the aggregate principal amount set forth above and the outstanding principal balance of the loan represented by this Note. Such fee shall be payable, subject to the provisions of Section 8 hereof, quarterly in arrears (on the 15th day of the last

then, at any time thereafter during the continuance of any Event of Default the Payees may, by written notice to the Maker, declare this Note to be forthwith due and payable, both as to principal and interest, without presentment, demand, protest, notice of acceleration, notice of intent to accelerate, or other notice of any kind, all of which are hereby expressly waived to the fullest extent permitted by law, anything contained herein to the contrary notwithstanding. The remedies provided above shall be in addition to any other remedy available to the Payees under this Note or under applicable law, or otherwise. Should the indebtedness represented by this Note, or any part thereof, be collected in law or in equity or in bankruptcy, receivership or other court proceedings, or this Note be placed in the hands of attorneys for collection after default, the Maker agrees to pay, in addition to the principal, interest and other amounts due and payable hereon and hereunder, all costs and expenses incurred in connection with such collection, including, without limitation, reasonable attorneys' and collection fees. No delay on the part of any Payee in exercising any rights hereunder shall operate as a waiver of such rights.

5. Default Interest. Notwithstanding any other provision of this Note to the contrary, if the Company shall fail to pay when due any amount owing to Payees hereunder, then to the extent permitted by law the Company will pay to Payees on demand interest on the amount in default from the date such payment became due until payment in full at a rate of interest equal to the Interest Rate plus four percent (4.0%).

6. Guaranty by Subsidiaries. Each Subsidiary other than A&G International Holdings Limited hereby irrevocably and unconditionally guarantees that Maker shall pay the obligations due under this Note at the times and in the manner provided herein to the extent such payment would not have been excused were the Subsidiary the direct obligor thereof, each on a joint and several basis. This guaranty shall be an absolute, 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 Payees, the Maker and each Subsidiary other than the A&G International Holdings Limited hereby, at its own cost and expense, secure their respective obligations to Payees hereunder by pledging or creating or causing to be pledged or created in favor of the Payees a perfected, first priority lien on and security interest in all trademarks, service marks and related intellectual property owned or controlled by the Maker or a Subsidiary, including the assets listed on Schedule A, and a second priority lien on all other 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 any of the Payees 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 Payees, 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 Payees to confirm such security interest and lien by executing and delivering, on behalf of Maker (or any Subsidiary) as its agent for such purposes, such agreements, instruments, financing statements and documents necessary or reasonably required to effectuate the purposes of this Section 7. Any cost and expense incurred by Payees in Payees' executing and filing such documents, shall be the obligation of the Maker.

8. Set-Off. This Note shall not limit any rights that Payees has by law to set off and apply amounts held by Payees to or for the credit of the account of the Company against any and all obligations of the Company then due and payable under the Note.

9. Prepayment. This Note may be prepaid, in whole or in part, without penalty or fee, from time to time upon not less than seven (7) Business Days (as defined below) prior written notice specifying the date of prepayment, provided that any such prepayment shall first be applied against interest accrued hereunder to the date of payment, second to any fees then due and owing and finally against the principal balance. Any such notice, once given, shall be irrevocable and the Maker shall be obligated on the date specified in such notice to repay this Note on the terms set forth in the notice.

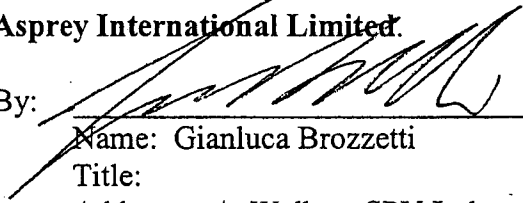
IN WITNESS WHEREOF, this Note has been executed and delivered on the date first above written by duly authorized representatives of the Company and each Subsidiary.

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

ADDRESS OF PAYEES:

PLAINFIELD SPECIAL SITUATIONS MASTER
FUND LIMITED

c/o Plainfield Asset Management LLC

Attn: Niv Harizman and Thomas X. Fritsch, Esq.

55 Railroad Avenue, 3rd Floor

Greenwich, CT 06830

Telephone: (203) 302-1715

Facsimile: (203) 302-1779

FLEMING HOLDINGS LIMITED

c/o Sciens Capital Management, LLC

Attn: Manager

667 Madison Avenue

New York, NY 10021

Telephone: (212) 471-6100

Facsimile: (212) 471-6199

JOHN RIGAS

875 Park Avenue, Apartment 4B

New York, NY 10021

Telephone: (212) 471-6100

Facsimile: (212) 471-6199


DANIEL STANDEN

165 Duane Street, Apartment 3B
New York, NY 10013


Telephone: (212) 471-6100
Facsimile: (212) 471-6199

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

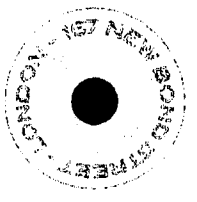
By: 
Name: Gianluca Brozzetti
Title:

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					
US United States of America	12-Jan-2004	76/570501		Pending	Asprey Holdings Limited
					A00172976
	Class: 3, 8, 9, 14, 18, 25, 28, 35				
US ASPREY	14-Jan-1986	27-Sep-1982	14-Jan-2006	Registered	Asprey Holdings Limited
					A368-00232
	Class: 14,18,21				
US ASPREY	07-Dec-1976	26-Mar-1973	07-Dec-2006	Registered	Asprey Holdings Limited
					A368-00233
	Class: 34				
US ASPREY	10-Oct-1995	10-May-1994	10-Oct-2015	Registered	Asprey Holdings Limited
					A368-044
	Class: 40,42				
US ASPREY	24-Aug-1999	04-Feb-1998	24-Aug-2009	Registered	Asprey Holdings Limited
					A368-699
	Class: 03,25				
US ASPREY	19-Jun-2001	21-Oct-1997	19-Jun-2011	Registered	Asprey Holdings Limited
					A368-700
	Class: 16				

Country & Trademark Name	Registration No. & Date	Application No. & Date	Renewal Date & Quinm	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					
US United States of America ASPREY	28-Mar-2000 2336627	04-Feb-1998 75/428682	28-Mar-2010	Registered	Asprey Holdings Limited
Class: 28					
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					
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					

Asprey
L O N D O N

A00172572

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