

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
Speedo International Limited		03/30/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Speedo Holdings BV		
Street Address:	Frederik Roeskestraat 123		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1976 EE		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78655315	XDSKIN	
CORRESPONDENCE DATA			
Fax Number:	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(816) 460-2495		
Email:	kkappel@sonnenschein.com,amhansen@sonnenschein.com		
Correspondent Name:	Kristine L. Kappel		
Address Line 1:	P. O. Box 061080, Wacker Drive Station		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	70024560-0010		
DOMESTIC REPRESENTATIVE			
Name:	Kristine L. Kappel		
Address Line 1:	P. O. Box 061080, Wacker Drive Station		
Address Line 4:	Chicago, ILLINOIS 60606-1080		

OP \$40.00 78655315

NAME OF SUBMITTER:	Kristine L. Kappel
Signature:	/kristine l kappel/
Date:	05/09/2006
Total Attachments: 2 source=XDSKIN assignment#page1.tif source=XDSKIN assignment#page2.tif	

THIS ASSIGNMENT is made on 30 March 2006 BETWEEN:

- (1) **SPEEDO INTERNATIONAL LIMITED** whose registered office is at 8 Manchester Square, London 1 3PH, United Kingdom ("**the Assignor**")
and
(2) **SPEEDO HOLDINGS BV** whose registered office is at Frederik Roeskestraat 123, 1976 EE Amsterdam, The Netherlands ("**the Assignee**").

WHEREAS:

- (A) The Assignor is the legal and beneficial owner and proprietor of the trade mark application, details of which are set out in the Schedule hereto ("**the Trade Mark**").
(B) The parties have agreed that the Trade Mark should be assigned by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Assignment.

NOW THIS AGREEMENT WITNESSETH as follows:

1 Assignment

- 1.1 In consideration of the payment of the sum of £1 by the Assignee to the Assignor the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby agrees to assign with full title guarantee all its right, title and interest in and to the Trade Mark, free from any lien, charge or encumbrance together with:
- (a) all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Trade Mark which may have occurred prior to the date of this Assignment and to retain any damages obtained or any award of costs made as a result of any such action; and
 - (b) the benefit of the applications and any registrations resulting therefrom;

TO HOLD unto the Assignee absolutely.

2 Further Assurance

- 2.1 In the event that the validity or ownership of the Trade Mark is challenged on any point upon which the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees and/or undertakes to supply such advice and/or to supply or procure the supply of such information without reasonable delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.
- 2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts as the Assignee may reasonably request from time to time to

give full effect to this Assignment and to secure to the Assignee the full benefit of the rights in this Assignment.

3 Law

3.1 This Assignment shall be governed by and construed in accordance with English law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

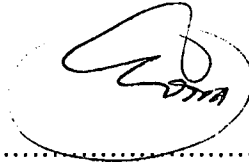
IN WITNESS whereof the parties caused this Agreement to be executed the day and year first above written:

The Schedule
The Trade Mark

Country	Application Number	Mark	Class
USA	78/655,315	XDSKIN	25

SIGNED by (print name) *J. A. WOOD*

duly authorised for and on
behalf of **SPEEDO**
INTERNATIONAL LIMITED



SIGNED by (print name) *ANDREW RUBIN*

duly authorised for and on
behalf of **SPEEDO**
HOLDINGS BV

