



04-24-06

05-01-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103228679

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies):

Alfred Dunhill Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Great Britain

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 4, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldsmiths PLC

Internal

Address: Goldsmiths House

Street Address: 2 Elland Road

City: Braunstone

State: Leicester, LE3 1TT

Country: England

Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Great Britain
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
74212315

B. Trademark Registration No.(s)
1826753

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
MILLENNIUM (Words Only)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bozicevic, Field & Francis LLP

Internal Address: Suite 200

Street Address: 1900 University Avenue

City: East Palo Alto

State: California Zip: 94303

Phone Number: 650-327-3400

Fax Number: 650-327-3231

Email Address: LaSalle@bozpat.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0815

Authorized User Name Carol M. LaSalle

9. Signature:

Signature

April 21, 2006

Date

Carol M. LaSalle

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003334 FRAME: 0588

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5000021 500815
40.00 DA
25.00 DA
04/21/2006 NJPH1
01 FI: 6321
02 FI: 4392

Dated 4 February 2005

ALFRED DUNHILL LIMITED

and

GOLDSMITHS PLC

Examined against original/examined copy in our possession

Date: 1 March 2005

EVERSHEDS LLP

[Signature]

CO-EXISTENCE AGREEMENT

Rouse & Co International
Pembroke House
Pembroke Street
Oxford
OX1 1BP

B2630-00102:ajw:hmt

THIS AGREEMENT is made this 4 day of February 2005

BETWEEN

(1) ALFRED DUNHILL LIMITED (registered company number 191031) whose registered office address is at 30 Duke Street, St James's, London SW1Y 6DL, England ('Dunhill');

AND

(2) GOLDSMITHS PLC (registered company number 00146087) of Goldsmiths House, 2 Elland Road, Braunstone, Leicester, LE3 1TT, England ('Goldsmiths').

INTRODUCTION

- (A) Dunhill is the registered proprietor of various trade marks comprised wholly or in part of MILLENNIUM details of which are shown in Schedule 1 ('Trade Marks').
- (B) By virtue of a licence granted on 18 December 1997 ('Licence'), Dunhill granted to Goldsmiths a licence to use 'the trade mark MILLENNIUM' in relation to multifaceted diamonds and gemset and gold jewellery, all for ladies, in the United Kingdom and the Republic of Ireland. The Licence was extended to cover Barbados by a side letter dated 17 September 2002.
- (C) A dispute has arisen between the parties in relation to the extent of their respective rights to use the Trade Marks.
- (D) In order to resolve the dispute, the parties wish to enter into a trade mark co-existence agreement relating to the Trade Marks on the terms and conditions set out below.

NOW IT IS AGREED

In consideration of the mutual promises and undertakings set out in this Agreement, each party agrees as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement and in the Introduction:

Associated means any company which is, in relation to another

Company	company, its holding company or its subsidiary or a subsidiary of its holding company. "Holding company" and "subsidiary" will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985;
Divisional Trade Marks	the trade marks identified as part 2 of Schedule 1
Divisional Jewellery Registrations	means the Ireland Jewellery Registration, the Barbados Jewellery Registration, the Germany Jewellery Registration, the Spain Jewellery Registration and the Switzerland Jewellery Registration as defined in clause 2.1;
Dunhill Products	means: <ul style="list-style-type: none"> (a) watches (including jewellery watches), clocks (including jewelled clocks) and other horological or chronometric instruments; (b) parts and fittings for the goods referred to in (a) above; (c) precious metals and their alloys not being jewellery; and (d) cufflinks, tie-pins and tie-bars but for the avoidance of doubt excluding Jewellery Products.
Jewellery Products	means jewellery, precious stones, and parts and fittings for jewellery but for the avoidance of doubt excluding Dunhill Products.
Jewellery Trade Marks	means the trade marks identified at Part 1 of Schedule 1.
Letters of Consent	means the letters of cross-consent in the form attached as Appendices C and D.
Logo	means the M MILLENNIUM logo depicted in Schedule 2.
Residual Trade Marks	means the trade marks identified at Part 4 of Schedule 1
Territory	means the world.
Watch Trade Marks	means the Trade Marks identified at Part 3 of Schedule 1

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires:

- i) the singular includes the plural and vice versa;
 - ii) a reference to a gender includes all other genders;
 - iii) a reference to a person includes that person's legal personal representative, successors and permitted assigns; and
 - iv) references to clauses, sub-clauses, Schedules and Appendices are to the clauses, sub-clauses, Schedules and Appendices to this Agreement.
- (b) Headings have been inserted for convenience only and will not affect the interpretation of this Agreement.

2. DUNHILL'S UNDERTAKINGS

2.1 Division of Trade Marks

Dunhill undertakes within 1 month of the date of this Agreement to:

- (a) file all necessary documentation with the Irish Trade Mark Registry for the division of the Irish trade mark registration number 156670 into two separate registrations as follows:
 - (i) one registration (the '**Ireland Watch Registration**') with the following specification of goods and services:

'precious metals and their alloys and goods in precious metals or coated therewith included in Class 14; horological and chronometric instruments'; and
 - (ii) one registration (the '**Ireland Jewellery Registration**') with the following specification of goods and services:

'jewellery, precious stones';
- in each case, to the extent permitted by the Irish Trade Mark Registry;
and
- (b) file all necessary documentation with the Barbados Trade Mark Registry for the division of the Barbados trade mark registration number 81/17489 into two separate registrations as follows:

(i) one registration (the '**Barbados Watch Registration**') with the following specification of goods and services:

'precious metals and their alloys and goods in precious metals or coated therewith, horological and chronometric instruments; parts and fittings for all the aforesaid goods'; and

(ii) one registration (the '**Barbados Jewellery Registration**') with the following specification of goods and services:

'jewellery, precious stones; parts and fittings for the aforesaid goods',

in each case, to the extent permitted by the Barbados Trade Mark Registry.

(c) file all necessary documentation with the German Trade Mark Registry for the division of the German trade mark registration number 2057307 into two separate registrations as follows:

(i) one registration ("**the Germany Watch Registration**") with the following specification of goods and services:

'precious metals and their alloys and goods in precious metals or coated therewith, namely crafted items, ornaments, tableware (excluding cutlery) table centre pieces, ashtrays, cigar and cigarette cases and holders, clocks and other instruments for measuring time,' and:

(ii) one registration ("**the Germany Jewellery Registration**") with the following specification of goods and services:

'jewellery, precious stones'

in each case, to the extent permitted by the German Trade Mark Registry.

(d) file all necessary documentation with the Spanish Trade Mark Registry for the division of Spanish Trade Mark Registration number 1762426 into two separate registrations as follows:

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(i) one registration ("**the Spain Watch Registration**") with the following specification of goods and services:

"precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; horological and chronometric instruments"; and

(ii) one registration ("**the Spain Jewellery Registration**") with the following specification of goods and services:

'Jewellery, precious stones',

in each case, to the extent permitted by the Spanish Trade Mark Registry.

(e) file all necessary documentation with the Swiss Trade Mark Registry for the division of the Switzerland Trade Mark number 410661 into two separate registrations as follows:

(i) one registration ("**the Switzerland Watch Registration**") with the following specification of goods and services:

'precious metals and alloys and goods made of precious metals and their alloys or coated therewith; horological and chronometric instruments'; and

(ii) one registration ("**the Switzerland Jewellery Registration**") with the following specification of goods and services:

'jewellery, precious stones',

in each case, to the extent permitted by the Swiss Trade Mark Registry.

2.2 Assignment

2.2.1 Dunhill undertakes to enter into deeds of assignment in the forms attached as:

(a) Appendix A upon execution of this Agreement, assigning to Goldsmiths Dunhill's right, title and interest in and to each of the Jewellery Trade Marks; and

(b) Appendix B within 1 month of completion of the division of the Divisional Jewellery Registrations as set out in clause 2.1, in each

case, assigning to Goldsmiths Dunhill's right, title and interest in and to each Divisional Jewellery Registration.

2.2.2 Following each assignment to Goldsmiths of the Jewellery Trade Marks and the Divisional Jewellery Registrations (or, to the extent clause 2.3 is applicable, with effect from the date of the relevant exclusive licence) Goldsmiths undertakes to be responsible for all prosecution and renewal fees which become payable in respect of the Jewellery Trade Marks and the Divisional Jewellery Registrations after the date of the assignments referred to at (a) and (b) above. Goldsmiths also undertakes to:

- (a) file, at its own cost, the assignment of the Jewellery Trade Marks and the assignment of the Divisional Jewellery Registrations with the relevant Trade Mark Registries; and
- (b) pay Dunhill's reasonable costs of dividing the Divisional Trade Marks within 30 days of receipt of the relevant invoice from Dunhill.

2.3 In the event that Dunhill is unable to procure that any of the Divisional Trade Marks are divided in the manner set out in clause 2.1, so that Dunhill is unable to enter into any of the deeds of assignment referred to at clause 2.2(b), Dunhill grants to Goldsmiths an exclusive, irrevocable, royalty-free, freely assignable and sub-licensable licence of the relevant Divisional Trade Mark in respect of "jewellery and precious stones", the precise terms of which shall be agreed between the parties. For the avoidance of doubt, in these circumstances clause 2.7 shall not apply in respect of the relevant Divisional Trade Mark.

2.4 The assignment of the Divisional Jewellery Registrations and the Jewellery Trade Marks, and any licence granted pursuant to clause 2.3, are subject to the rights granted by Dunhill to De Beers Consolidated Mines Limited and The Diamond Trading Company Limited (together 'the Licensees') in the agreement dated 31 May 1999, a copy of which is attached as Appendix E (the 'De Beers Licence').

2.5 Goldsmiths undertakes to assume the obligations of Dunhill under the De Beers Licence insofar as they relate to the Jewellery Trade Marks and the Divisional Trade Marks with effect from the date upon which such marks are assigned to Goldsmiths.

2.6 Goldsmiths agrees to indemnify and keep indemnified Dunhill from any liability Dunhill incurs (including, without limitation, all reasonable costs, claims, demands, liabilities, expenses, damages or losses) relating to a breach by Goldsmiths of the undertaking set out in clause 2.5 provided that:

(a) Dunhill promptly gives notice of any claim under **clause 2.5** to Goldsmiths;

(b) Dunhill does not make any settlement, compromise or prejudicial admission in relation to such claim without the prior consent of Goldsmiths (such consent not to be unreasonably withheld or delayed).

Residual Marks

2.7 Dunhill agrees to file at each relevant Trade Mark Registry all documents necessary to delete the references to jewellery and precious stones (and parts and fittings for those goods) contained in the specifications for the Residual Trade Marks within three months of the date of this Agreement. For the avoidance of doubt, the parties confirm that Dunhill retains the right to use the Watch Trade Marks and the Divisional Trade Marks in respect of Dunhill Products.

2.8 Letters of Consent

Dunhill undertakes to provide Goldsmiths with the signed Letters of Consent upon execution of this Agreement (or, in the case of the Letters of Consent in Appendix D, as soon as reasonably practicable (and in any event, within 1 month) after completion of the division of the Divisional Trade Marks as contemplated in clause 2.1(a)-(e) above) and, provided they have been counter-signed by Goldsmiths pursuant to clause 3.3, file the same with the relevant registry office for the Trade Mark(s) to which each Letter of Consent refers, and, where permitted by the relevant registry office, procure that each Letter of Consent is recorded against each Trade Mark to which it refers.

2.9 Use and registration

In consideration for Dunhill's undertakings under this Agreement, Dunhill undertakes (and agrees to procure that any Associated Company undertakes) that:

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- (a) it will not use, register or seek to register any trade mark, logo, trading style or name which is identical or may be confusingly similar to the Trade Marks or the Logo on or in relation to Jewellery Products, nor shall it authorise or encourage any third party to do any of the foregoing;
- (b) subject to clause 3.2(a), it will not oppose or apply to cancel any applications or registrations of Goldsmiths for a trade mark for or incorporating MILLENNIUM or for the Logo in respect of Jewellery Products based on Dunhill's rights in MILLENNIUM or the Logo;
- (c) subject to clause 3.2(a), it will not oppose or take any action against the use by Goldsmiths of a trade mark for or incorporating MILLENNIUM or the Logo in respect of Jewellery Products;
- (d) subject to clause 3.2(a), it will consent to any future application by Goldsmiths for the trade mark MILLENNIUM or the Logo in respect of Jewellery Products; and
- (e) in the event that the following circumstances arise:
 - (i) any of Goldsmiths' applications for a mark comprised wholly or in part of MILLENNIUM or the Logo for Jewellery Products anywhere in the world is blocked by any of Dunhill's prior rights; and
 - (ii) the relevant local trade marks registry refuses to withdraw the citation,

Dunhill will promptly delete its claims to all the conflicting goods and/or services to the extent that such goods or services are not Dunhill Products in order to assist Goldsmiths to overcome the citation, or, at Goldsmiths' request, will provide a letter of consent to the acceptance and co-existence of Goldsmiths' applications if required by the relevant local trade marks registry.

- (f) In the event that either:-
 - (i) the practice of the relevant local trade mark registry; or
 - (ii) the rules applicable in the relevant jurisdiction;

do not permit the Goldsmiths application(s) described in clause 2.9(e)(i) to proceed to registration, notwithstanding Dunhill's deletion of its claims to any conflicting goods or services and/or provision of a letter of

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consent, Dunhill undertakes to grant to Goldsmiths an exclusive, irrevocable, royalty-free, freely assignable and sub-licensable licence of any rights owned by Dunhill in respect of Jewellery Products.

3. GOLDSMITHS' UNDERTAKINGS

3.1 Consideration

- (a) In consideration for Dunhill's undertakings under this Agreement, Goldsmiths undertakes to pay Dunhill £50,000 (plus an amount equivalent to any VAT payable on that sum) upon execution of this Agreement, and a further £50,000 (plus an amount equivalent to any VAT payable on that sum) upon the assignment to Goldsmiths of all of the Divisional Jewellery Registrations.
- (b) In the event that not all of the Divisional Jewellery Registrations are executed on the same date, Goldsmiths' payment of a further £50,000 to Dunhill shall be made on the date of the last of the assignments of the Divisional Jewellery Registrations to be executed. In the event that Dunhill is unable to procure that any of the Divisional Trade Marks is divided in the manner set out at clause 2.1, references in this clause 3.1 to the date of assignment of the relevant Divisional Jewellery Registration shall be deemed to be references to the date of the licence described in clause 2.3 in respect of such Divisional Jewellery Registration.

3.2 Use and registration

Goldsmiths undertakes that:

- (a) it will not use, register or seek to register in relation to Dunhill Products any mark containing MILLENNIUM or which is identical or may be confusingly similar to the Logo, nor shall it authorise or encourage any third party to do any of the foregoing;
- (b) subject to clause 2.9(a), it will not oppose or apply to cancel any applications or registrations of Dunhill for a trade mark for or incorporating MILLENNIUM or for the Logo to the extent that they are in respect of Dunhill Products;
- (c) subject to clause 2.9(a), it will not oppose or take any action against the use by Dunhill of a trade mark for or incorporating MILLENNIUM in respect of Dunhill Products;

- (d) subject to clause 2.9(a), it will consent to any future application by Dunhill for the trade mark for or incorporating MILLENNIUM or the Logo except in respect of Jewellery Products and/or products which, in the reasonable opinion of Goldsmiths, are confusingly similar to the Jewellery Products; and
- (e) in the event that the following circumstances arise:
 - (i) any trade mark application filed by Dunhill comprising wholly or in part of MILLENNIUM or the Logo for Dunhill Products in the Territories is blocked by any of Goldsmiths' prior rights; and
 - (ii) the relevant local Trade Marks Registry refuses to withdraw the citation,

Goldsmiths will promptly delete its claims to all the conflicting goods and/or services to the extent that such goods or services are not Jewellery Products in order to assist Dunhill to overcome the citation, or, at Dunhill's request, will provide a letter of consent to the acceptance and co-existence of Dunhill's applications if required by the relevant local Trade Marks Registry.

- (f) In the event that either:-

- (i) the practice of the relevant local trade mark registry; or
- (ii) the rules applicable in the relevant jurisdiction;

do not permit the Dunhill application(s) described in clause 3.2(e)(i) to proceed to registration, notwithstanding Goldsmiths' deletion of its claims to any conflicting goods or services and/or provision of a letter of consent, Goldsmiths undertakes to grant to Dunhill an exclusive, irrevocable licence of any rights owned by Goldsmiths in respect of Dunhill Products.

3.3 Letters of Consent

Goldsmiths undertakes to counter-sign the Letters of Consent signifying its acceptance of their terms and provide an original signed version of each to Dunhill upon execution of this Agreement.

3.4 Acknowledgements

- (a) Subject to clause 2.2, Goldsmiths acknowledges and affirms Dunhill's right, title and interest in and to:
 - (i) the Trade Marks; and
 - (ii) the goodwill attaching to Dunhill's use of the Trade Marks in respect of the Dunhill Products, and in Dunhill's business.
- (b) For the avoidance of doubt, Goldsmiths acknowledges and agrees that nothing in this Agreement restricts Dunhill's right to design, manufacture, distribute, import, export or sell watches or clocks under the MILLENNIUM brand (other than the Logo).
- (c) Dunhill shall enforce its rights in the Watch Trade Marks, the Divisional Watch Trade Marks and the Residual Trade Marks in relation to the Dunhill Products in the Territory at its sole cost and discretion.
- (d) Goldsmiths shall enforce its rights in the Jewellery Trade Marks and the Divisional Jewellery Registrations in relation to the Jewellery Products in the Territory at its sole cost and discretion.
- (e) The parties agree to co-operate fully with each other, and provide each other with reasonable assistance upon request (and at the cost of the requesting party), in enforcing their respective rights referred to in sub-clauses 3.4(c) and (d) against third parties.

4. WARRANTIES AND REPRESENTATIONS

4.1 Dunhill warrants that:-

- (a) at the date of this Agreement, it is registered as the sole registered proprietor of the Trade Marks;
- (b) it has not charged or encumbered any of the Jewellery or Divisional Trade Marks;
- (c) save as set out in clause 2.4, there is no subsisting licence to any third party under the Jewellery or Divisional Trade Marks;
- (d) any renewal fees payable on or before the date of this Agreement in respect of the Jewellery or Divisional Trade Marks has been duly paid.

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5. TERMINATION

5.1 Either party may terminate this Agreement:

- (a) immediately upon notice if the other party is in breach of this Agreement and, in the case of a breach capable of remedy within 90 days, the breach is not remedied within 90 days of that party receiving notice from the first party specifying the breach and requiring it to be remedied;
- (b) in the event and to the extent that the other party's applications or registrations for marks incorporating MILLENNIUM in relation to Dunhill Products (in the case of Dunhill) or in relation to the Jewellery Products (in relation to Goldsmiths) cease to remain valid or in force (provided always that any invalidity or revocation of any such mark is not caused through a breach of this Agreement), lapse, are withdrawn, or become open to cancellation through non-use;
- (c) the other party ceases trading or a petition is presented or meeting convened for the purpose of declaring bankrupt or winding up that party or that party enters into bankruptcy, liquidation or administration whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver or administrative receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or any event analogous to any of the foregoing shall occur in any jurisdiction in which that party is incorporated, resident or carrying on business.

6. MISCELLANEOUS

- 6.1 The failure of either party to require performance by the other of any provision of this Agreement will not affect the first party's full right to require such performance at any subsequent time, nor will the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 6.2 This Agreement is binding on the parties' successors in title, assigns, affiliates, agents, registered users and licensees. Each party shall use its best endeavours to ensure that it, any companies or other businesses which it controls, any company which is its associate or affiliate in any material respect, or any company over which any of its officers have control (whether as an



officer or shareholder or otherwise) shall comply with all the provisions of this Agreement.

- 6.3 This Agreement shall apply throughout the world.
- 6.4 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 6.5 The parties will at all times keep confidential the terms of, and information acquired in consequence of, this Agreement, except for information:
- (a) which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies;
 - (b) provided to trade mark registries to put this Agreement into effect;
 - (c) disclosed to their professional advisers where reasonably necessary for the performance of their professional services;
 - (d) disclosed to their related companies;
 - (e) which becomes publicly known through no act, neglect or omission of the receiving party;
 - (f) which was lawfully in the possession of the receiving party before disclosure by the disclosing party, and was not acquired directly or indirectly from the disclosing party; or
 - (g) which is received by the receiving party, without restriction on disclosure or use, from a third party lawfully entitled to make the disclosure to the receiving party without those restrictions.
- 6.6 Each party shall on request by the other and at the other's expense do and execute or arrange for the doing and executing of, each act, document and thing reasonably necessary to implement this Agreement, including without limitation filing deeds of assignment, letters of consent and other documents with relevant trade mark registries.

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6.7 This Agreement is governed by, and shall be construed in accordance with, English law and the courts of England shall have non-exclusive jurisdiction to hear disputes arising from it.

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SCHEDULE 1

The Trade Marks

**Part 1
Jewellery Trade Marks**

Mark	Territory	Registration no.	Date of registration	Specification
M STYLISTED AND MILLENNIUM	Germany	2033042	23.03.1993	Class 14 Jewellery
MILLENNIUM (word mark)	Korea (south)	286317	07.03.1994	Class 14 (local Class 45) necklaces, earrings, bracelets, brooches, rings, neck tie pins, badges, medals, buckles, wrist ornaments, ankle ornaments and belt ornaments
M STYLISTED AND MILLENNIUM	Spain	1718896	05.06.1995	Class 14 Jewellery and precious stones
MILLENNIUM (word mark)	USA	1826753	15.03.1994	Class 14 Fine jewellery made of precious metals and fashion jewellery
M STYLISTED AND MILLENNIUM	France	92424452	26.06.1992	Class 14 Jewellery
M STYLISTED AND MILLENNIUM	UK	1504319	23.06.1992	Class 14 Jewellery
M STYLISTED AND MILLENNIUM	Italy	635156	23.11.94	Class 14 Jewellery
M STYLISTED AND MILLENNIUM	Japan	3160637	31.05.1996	Class 14 Necklaces, bracelets, earrings, pin brooches, rings, other personal ornaments (other than cuff links) and cuff links
MILLENNIUM (word mark)	Taiwan	612492	16.09.1993	Class 14 (local class 56) Precious metals and their alloys and goods in precious metals or coated therewith, jewellery, precious stones.

TRADEMARK

REEL: 003334 FRAME: 0604

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**Part 2
Divisional Trade Marks**

Mark	Territory	Reg no.	Date of registration	Specification
MILLENNIUM (word mark)	Ireland	156670	12.08.1993	Class 14 Precious metals and their alloys and goods in precious metals and coated therewith, included in Class 14, jewellery, precious stones, horological and chronometric instruments
MILLENNIUM (word mark)	Barbados	81/1748 9	03.09.2003	Class 14 Precious metals and their alloys and goods in precious metals or coated therewith, jewellery, precious stones, horological and chronometric instruments; parts and fittings for all the aforesaid goods
MILLENNIUM (word mark)	Germany	2057307	21.02.1994	Class 14 Precious metals and their alloys and goods in precious metals or coated therewith, namely crafted items, ornaments, tableware (excluding cutlery), table centre pieces, ashtrays, cigar and cigarette cases and holders, jewellery, precious stones, clocks and other instruments for measuring time
MILLENNIUM (word mark)	Spain	1762426	28.03.1996	Class 14 Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones, horological and chronometric instruments
MILLENNIUM (word mark)	Switzerland	410661	31.03.1993	Class 14 Precious metals and their alloys and goods made of precious metals and their alloys or coated therewith. Jewellery, precious stones, horological and chronometric instruments

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**Part 3
Watch Trade Marks**

Mark	Territory	Reg no.	Date of registration	Specification
MILLENNIUM	Canada	531483	21.08.00	Watches
MILLENNIUM	S. Korea	283761	26.01.94	Watches, table clocks, stop watches, watch glass, watch bands, watch chains and chronographs
MILLENNIUM	USA	1971607	30.04.96	Watches
MILLENNIUM	UK	1142000	16.10.80	Watches, clocks and parts and fittings for the aforesaid
MILLENNIUM	Japan	1628888	27.10.83	spectacles, wrist watches, table clocks and other horological instruments
MILLENNIUM	Singapore	2296/93	01.04.93	watches; cuff-links, tie bars and tie clips
MILLENNIUM	Taiwan	625069	16.12.93	horological and chronometric instruments, wrist watches, pocket watches

**Part 4
Residual Trade Marks**

Mark	Territory	Reg no.	Date of registration	Specification
MILLENNIUM	Saudi Arabia	331/159	07.04.93	precious metals and their alloys, goods made in precious metals and their alloys or coated therewith, jewellery, precious stones, horological and chronometric instruments
MILLENNIUM	China	734061	07.03.95	horological and chronometric instruments, jewellery made of precious metal or coated therewith, namely: tie bars, tie pins, studs, cufflinks,

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Mark	Territory	Reg no.	Date of registration	Specification
				bracelets (jewellery) and cigarette cases
MILLENNIUM	Hong Kong	5929/95	29.03.83	precious metals and their alloys and goods in precious metals or coated therewith not included in other classes; jewellery, precious stones; horological and chronometric instruments; but not including medals and medallions
MILLENNIUM	Indonesia	344748	31.08.95	precious metals and their alloys and goods in precious metals coated therewith (except knives, forks and spoons); jewellery; precious stones; horological and other chronometric instruments
MILLENNIUM	Malaysia	93/04606	03.05.96	horological and chronometric instruments, jewellery made of precious metal or coated therewith, tie bars, tie pins, studs, cufflinks and bracelets
MILLENNIUM (with Arabic equivalent)	UAE	2096	22.07.95	precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments

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SCHEDULE 2

The Logo



MILLENNIUM

TRADEMARK

REEL: 003334 FRAME: 0608

IN WITNESS OF WHICH the parties have executed this Agreement on the date first written above.

EXECUTED by the parties

SIGNED BY SIMON CRITCHELL)
for and on behalf of)
Alfred Dunhill Limited)

X  X

Signature

SIGNED BY)
for and on behalf of)
Goldsmiths PLC)

Signature

IN WITNESS OF WHICH the parties have executed this Agreement on the date first written above.

EXECUTED by the parties

SIGNED BY)
for and on behalf of)
Alfred Dunhill Limited)

Signature

SIGNED BY)
for and on behalf of)
Goldsmiths PLC)

Signature



DEED OF ASSIGNMENT

JAPANESE TRADEMARK REGISTRATION NUMBER (S)

3160637 M STYLISED AND MILLENNIUM

We, Alfred Dunhill Limited of 30 Duke Street, St. James, London SW1Y 6DL, United Kingdom

A corporation duly organized and existing under the laws of England and Wales, being the owner of the above indicated trademark rights, hereby declare that we assign all the rights and interests in and to the above identified trademark (s) to:

Name: Goldsmiths Plc

Address: Goldsmith House, 2 Elland Road, Braunstone, Leicester, LE3 1TT, United Kingdom

a corporation duly organised under the laws of England and Wales

Also, we hereby declare that we agree that said assignee may take steps for recordal of this assignment in the sole name of the assignee.

This _____ day of _____, 20_____

For and on behalf of:

By _____

Name: _____

Title: _____

DEED OF ASSIGNMENT

By this instrument

I, the undersigned, hereby certify that ALFRED DUNHILL LIMITED,
a company duly organized and existing under the laws of England and Wales,
having its address at 30 Duke Street, St. James, London SW1Y 6DL, United Kingdom
(the "Corporation"),
assigned and transferred to GOLDSMITHS PLC, a company duly organized and
existing under the laws of England and Wales, having its address at
2 Elland Road, Braunstone, LE13 1TT, United Kingdom,
Trademark Reg. No. 286317 so far as Korea is concerned, on 4 February 2005.

I, the undersigned, am duly authorized to execute this document on behalf of the Corporation
named above.

IN WITNESS WHEREOF,

I have set my hand hereto this day of ,

Assignor:

Signature:

Typed Name:

Position:

Subscribed and sworn to before me this day of ,

(Notarial Seal) Signature: _____

Notary Public

ASSIGNMENT

WHEREAS Alfred Dunhill Limited, a corporation organized and existing under the laws of England and Wales, located at 30 Duke Street, St. James, London, SW1Y 6DL, United Kingdom (hereinafter called the "the Assignor"), is the proprietor of the trademark registered in the Republic of China as per the schedule attached hereto (hereinafter called the "the Trademark");

WHEREAS Goldsmiths Plc., a corporation organized and existing under the laws of England and Wales, located at 30 Duke Street, London, SW1Y 6DL, United Kingdom (hereinafter called the "the Assignee"), is desirous of acquiring the right and interest to the Trademark in the territory of the Republic of China.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, let it be known that by an agreement 4 February 2005, between the Assignor and the Assignees for a consideration, the Assignor has sold, assigned and transferred the entire right, title and, interest in and to the Trademark in the territory of the Republic of China unto the Assignee.

IN WITNESS WHEREOF, the Assignee^{sf} has hereunto authorized the undersigned to affix the corporate seal and sign this instrument on its behalf this day of _____, 2005.

(CORPORATE SEAL)

By _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Assignee has hereunto authorized the undersigned to affix the corporate seal and sign this instrument on its behalf this day of August, 2005.

(CORPORATE SEAL)

By  _____

Name: J. F. WEST

Title: DIRECTOR

SCHEDULE

Trademark

Reg. No.

MILLENNIUM

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