

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p><b>1. Name of conveying party(ies):</b> Perseverance Mills Limited (in Administrative Receivership) acting through its Joint Administrative Receivers, Phillip James Long and Ian Christopher Schofield</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Great Britain</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Great Britain</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Mitsui &amp; Co., Ltd.</u> Internal Address: _____ Street Address: <u>2-1 Ohtemachi 1-chome, Chiyoda-ku</u> City: <u>Tokyo</u> State: _____ Country: <u>Japan</u>                      Zip: _____</p> <p><input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Japan</u> <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>August 30, 2005</u></p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No. (s) _____ B. Trademark Registration No. (s) <u>2589330 EQUILIBRIUM</u> <u>2201615 PERTEX</u>      <u>2767743 PERTEX QUANTUM</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Elliot A. Salter, Esq.</u> Internal Address: _____ <u>SALTER &amp; MICHAELSON</u> Street Address: <u>321 South Main Street</u> City: <u>Providence</u> State: <u>RI</u>                      Zip: <u>02903-7128</u> Phone Number: <u>401.421.3141</u> Fax Number: <u>401.861.1953</u> Email Address: <u>esalter@saltermichaelson.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ <u>90.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p><b>9. Signature:</b>      <u>Elliot A. Salter</u> Signature                      Date: <u>September 6, 2006</u></p> <p style="text-align: center;">_____ Elliot A. Salter, Esq. Name of Person Signing</p>	<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>190120</u> Authorized User Name <u>Elliot A. Salter</u></p> <p>Total number of pages including cover sheet, attachments, and document:      <span style="border: 1px solid black; padding: 2px 10px;">13</span></p>

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

11/15/2005 13:35 FAX 4018611953

SALTER MICHAELSON

→ WILSON GUNN HCAW 003/003

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US

TRADEMARK

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

## U.S. Trademarks

EQUILIBRIUM	Reg. #2,589,330
PERTEX	Reg. #2,201,615
PERTEX QUANTUM	Reg. #2,767,743
PERTEX SHIELD	Application #76/550,802

Elliot A. Salter, Reg. #17,486; Reg. #38,573; David M. Driscoll, Reg. #25,075; and Robert S. Salter; all of SALTER & MICHAELSON, 321 South Main Street, Providence, RI 02903-7128, U.S.A. (telephone: 401/421-3141; facsimile: 401/861-1953), are designated as applicant's representatives on whom notices of process in proceedings affecting the mark may be served.

MITSUI &amp; CO., Ltd.

By: S. LaycockPrinted name: STEPHEN J LAYCOCKTitle: PERTEX BRAND MANAGER

TRADEMARK

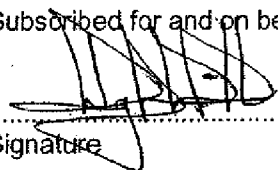
REEL: 003388 FRAME: 0033

CERTIFIED A TRUE COPY  
BY DUNDAS & WILSON CS LLP  
191 WEST GEORGE STREET  
GLASGOW G2 2LD

**PERSEVERANCE MILLS LIMITED**

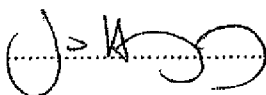
In pursuance of the powers contained in a Debenture dated 31 January 1997 issued by Perseverance Mills Limited, Company Number 00405667, having its registered office at Albion Mill, Padiham, Lancashire BB12 7DY, we, THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, incorporated by Act of Parliament and having our Head Office at The Mound, Edinburgh do hereby appoint Philip James Long and Ian Christopher Schofield, both Chartered Accountants of PKF, Pannell House, 6 Queen Street, Leeds LS1 2TW jointly and severally to be Joint Administrative Receivers of all the property comprised in and charged by the said Debenture to enter upon and take possession of the same in manner specified in such Debenture (with power to carry on the business of the Company) and any act required or authorised under any enactment to be done by the said Administrative Receivers and such Administrative Receivers shall have and be entitled jointly and severally to exercise all powers conferred on them by the said Debenture and by law.

Subscribed for and on behalf of The Governor and Company of the Bank of Scotland by

  
.....  
Signature

HUGH McMILLAN  
.....  
Print Name

One of their duly authorised signatories  
at EDINBURGH  
on this 3 April 2005  
before this witness

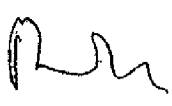
  
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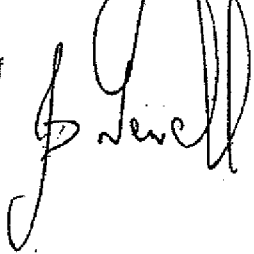
JOHN HEMINGWAY  
.....  
Print Name

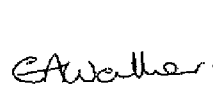
Bank of Scotland, Edinburgh

We, Philip James Long and Ian Christopher Schofield of PKF, Pannell House, 6 Queen Street, Leeds LS1 2TW do hereby acknowledge having received the foregoing Instrument of Appointment on the 8<sup>th</sup> day of April Two thousand and five at 4.40 a.m./p.m. and do hereby accept our appointment as Joint Administrative Receivers of Perseverance Mills Limited for the purposes therein specified. I, Philip James Lang, do hereby confirm having intimated my acceptance of such appointment to The Governor and Company of the Bank of Scotland at 4.40 a.m./p.m. on the 8<sup>th</sup> day of April Two thousand and five. I, Ian Christopher Schofield, do hereby confirm having intimated my acceptance of such appointment to The Governor and Company of the Bank of Scotland at 4.40 a.m./p.m. on the 8<sup>th</sup> day of April Two thousand and five.

Subscribed by 

Subscribed by 

In the presence of 

In the presence of 

15. NOV. 2005 15:06

WILSON GUN

NO. 1460 P. 3/19

**ASSIGNMENT OF TRADE MARKS**

by

**PERSEVERANCE MILLS LIMITED (in Administrative Receivership)**

and

**THE RECEIVERS**

and

**MITSUI & CO., LTD.**

**DUNDAS & WILSON CS LLP**

191 West George Street  
Glasgow G2 2LD

Tel 0141 222 2200  
Fax 0141 222 2201  
Legal Post: LP1 Glasgow 8

CXD/PAN010.0002 #278867v3

AN ASSIGNMENT made the 3<sup>rd</sup> day of August 2005 AMONG

1. **MITSUI & CO., LTD.**, a company organised and existing under the laws of Japan, having its principal place of business at 2-1, Ohtemachi 1-chome, Chiyoda-ku, Tokyo, Japan (hereinafter called "the Assignee")

and

2. **PERSEVERANCE MILLS LIMITED** (in Administrative Receivership), a company incorporated under the Companies Acts (No. 00405667) and having its Registered Office at Albion Mill, Padliham, Lancashire, BB12 7DI (hereinafter called "the Assignor") acting through its Joint Administrative Receivers Phillip James Long and Ian Christopher Schofield of PKF LLP, Pannell House, 6 Queen Street, Leeds, LS1 2TW appointed by virtue of an Instrument of Appointment by The Governor and Company of the Bank of Scotland ("the Bank") dated 8 April 2005 pursuant to a Debenture in favour of the Bank by the Assignor dated 31 January 1997 and registered 6 February 1997 (hereinafter called "the Receivers")

and

3. **THE RECEIVERS** in their capacity as joint administrative receivers of the Assignor

WHEREAS

Pursuant to the Sale and Purchase Agreement (as defined herein) the Assignor has agreed to assign to the Assignee so far as the Assignor may own the Marks (as defined herein) upon the terms of this Assignment.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:-

1. **INTERPRETATION**

In this Assignment:-

- 1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:-

"Business Day" means a day other than a Saturday or Sunday on which the Bank is open for business both in Glasgow and London;

"Completion Date" means the date of this Assignment or such other date as the parties may agree;

"Marks" means the brands and marks of the Assignor listed in Part I of the Schedule and any goodwill associated therewith and any claims for past infringement thereof;

"Sale and Purchase Agreement" means the sale and purchase agreement dated on or around the date of this Assignment made between the parties hereto under which the Assignor agreed to assign (among other things) the Marks to the Assignee;

"Schedule" means the Schedule which is annexed hereto and which forms part of this Assignment.

- 1.2 References to any of the parties hereto shall include their respective successors in title and permitted assigns.
- 1.3 The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply mutatis mutandis.
- 1.4 Headings are for convenience only and shall not be construed as forming part of this Assignment or be taken into account in the interpretation hereof.
- 1.5 References to recitals, clauses, sub-clauses and the Schedule shall be construed as references to recitals, clauses, sub-clauses of and the Schedule to this Assignment unless the context otherwise requires.
- 1.6 References to any section of, or part of, or schedule to, any Act of Parliament shall include any re-enactment or modification thereof provided that the provisions of this sub-clause shall in no circumstances extend any liability beyond that which would exist as at the date hereof in respect of any existing Act of Parliament.
- 1.7 This Assignment may be executed on any number of counterparts by the different parties or separate counterparts, each of which when executed and delivered shall constitute an original but all of which shall together constitute one and the same instrument.

## 2. ASSIGNMENT

- 2.1 In consideration of the sum of £514,197 paid by the Assignee to the Assignor, the Assignor hereby assigns to the Assignee with effect from the Completion Date (but only to the extent that all or any of or any part thereof is capable of assignment) whatever right, title and interest the Assignor has in and to the Marks for the full term of the rights comprised therein (including all renewals thereof and extensions thereto) and, without prejudice to the generality of the foregoing, all statutory and common law rights attaching thereto and the right to sue for and to retain damages obtained as a result of past infringements, but subject always to the rights of any third parties in respect of any part(s) thereof.

## 3. FURTHER ASSURANCES

- 3.1 At the Assignee's request and at its expense (such request to be made within three months of the date of this Assignment otherwise the obligations of the Assignor contained in this Clause 3 shall unconditionally lapse and be of no further force and effect) the Assignor and the Receivers (acting on behalf of the Assignor) shall, during such period of three months, use their reasonable endeavours (such obligation not to include any monetary cost to the Assignor and/or the Receivers of whatsoever nature and howsoever arising) to execute all such deeds and documents and perform all such acts and things as the Assignee may from time to time reasonably require (but only to the extent that the Assignor and/or the Receivers, as the case may be, are able or capable of so executing and/or performing, as the case may be) for the purposes of effecting:-
  - 3.1.1 the registration of this Assignment, where appropriate; and/or
  - 3.1.2 the vesting of the Assignor's whole right, title and interest in and to the Marks in the Assignee together with the full benefit of this Assignment;

- 3.2 The Assignee agrees to indemnify and keep indemnified on demand the Receivers and each of them against all costs, claims, demands and liabilities arising directly or indirectly in connection with the terms of and/or implementation of the provisions of Clause 2 (including, without limitation, in respect of the breach of any rights of third parties in respect thereof) and/or the Assignor discharging its obligations in terms of Clause 3.1.

#### 4. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

- 4.1 In accepting this Assignment, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Marks are hereby expressly excluded.
- 4.2 Nothing in this Assignment is to require the Assignor and/or the Receivers to discharge in whole or in part any liability of the Assignor outstanding at the time of the Receivers' appointment.

#### 5. EXCLUSION OF LIABILITY

- 5.1 In accepting this Assignment the Assignee acknowledges and confirms:-

5.1.1 that the Receivers contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum;

5.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Receivers personally and the Receivers shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 5; and

5.1.3 that any personal liability of the Receivers which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 5 is hereby expressly excluded.

- 5.2 The Receivers have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 5 and any other provisions in this Assignment in their favour.

- 5.3 Nothing in this Assignment shall constitute a waiver of any right of the Receivers to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.

- 5.4 For the purpose of this Clause 5, references to "the Receivers" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the phrase "PKF

LLP", and the partners, shareholders, members, officers and employees of any such entity or partnership.

**6. CONTINUING FORCE AND EFFECT**

This Assignment shall insofar as it remains to be performed after the date hereof continue in full force and effect.

**7. NOTICE**

7.1 All notices, requests, demands or other communications by the respective parties may be served by Recorded Delivery Post, personally or by fax to the parties' respective addresses hereinstated (in the case of the Assignor and the Receivers to the Receivers at their offices at PKF LLP, Pannell House, 6 Queen Street, Leeds, LS1 2TW) or to such other addresses as they may respectively from time to time notify to the other parties.

7.2 Any such notice, request, demand or communication shall:-

7.2.1 if delivered personally be deemed to have been received at the time of delivery or if delivery is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such delivery;

7.2.2 if given by Recorded Delivery Post be deemed to have been received on the second Business Day occurring after the date of posting (or be posted outside of the United Kingdom by the equivalent of Recorded Delivery Post on the fifth Business Day occurring after the date of posting); and

7.2.3 if sent by fax be deemed to have been received on the date of transmission, or if said transmission is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such transmission provided that an affirmative transmission report of such fax is obtained.

**8. COSTS AND EXPENSES**

Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses of, in connection with or incidental to, this Assignment and the assignment of the Marks contemplated hereunder.

**9. WAIVERS**

No failure or delay by the Assignor or the Receivers in exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by them of any of their rights or remedies hereunder.

**10. LEX LOCI**

This Assignment shall be governed and construed in all respects in accordance with the Law of England.



**11. SUBMISSION TO JURISDICTION**

The parties hereto, insofar as not already subject thereto, hereby submit to the non-exclusive jurisdiction of the English Courts.

Country	Appin No Appin Date	Regn No Regn Date	Mark	Classes	Fee Due	Status	Goods
United Kingdom	1370160 14/01/1989	1370160 14/01/1989	PERTEX	24	14/01/2006	Granted	Textile piece goods included in Class 24.
United Kingdom	1510346 14/08/1992	1510346 14/08/1992	AQUABLOC	24	14/08/2009	Granted	Textile piece goods; all for use in the manufacture of sleeping bags and articles of clothing; all included in Class 24.
United Kingdom	2210887 08/10/1999	2210887 08/10/1999	EQUILIBRIUM	24	08/10/2009	Granted	Class 24: Textiles, woven textiles and textile goods.
United Kingdom	1510347 14/08/1992	1510347 14/08/1992	AQUABLOC	25	14/08/2009	Granted	Articles of waterproof, showerproof and windproof outerclothing, coats, jackets, trousers, anoraks and cagoules; parts and fittings for all the aforesaid goods; all included in class 25.
United States of America	75943597 14/03/2000	2589330 02/07/2002	EQUILIBRIUM	24	02/07/2012	Granted	Textile piece goods, namely fabric for use in the manufacture of articles of clothing.
United States of America	76352496 21/12/2001	2,767,743 23/09/2003	PERTEX QUANTUM	24&25	23/09/2013	Granted	Class 24: Textiles for the manufacture of sleeping bags, insulated clothing and windproof clothing, woven nylon fabric for the manufacture of sleeping bags, insulated clothing and windproof clothing. Class 25: Insulated and windproof clothing, namely, coats, jackets, trousers, hats and gloves; insulated and windproof clothing made from or including woven nylon

Country	AppIn No AppIn Date	Regn No Regn Date	Mark	Classes	Fee Due	Status	Goods
United States of America	76/550,802 10/10/2003		PERTEX SHIELD	24&25		Pending	fabric, namely, coats, jackets, trousers, hats and gloves, in Class 25.  Class 24: Textiles for the manufacture of sleeping bags, insulated clothing, waterproof clothing and windproof clothing, woven fabric and woven nylon fabric for the manufacture of sleeping bags, insulated clothing, windproof clothing and waterproof clothing. Class 25: Insulated, windproof and waterproof clothing, namely, coats, jackets, trousers, hats and gloves; insulated windproof and waterproof clothing made from or including woven fabric or woven nylon fabric, namely, coats, jackets, trousers, hats and gloves.
United States of America	74/627923 31/01/1995	2201615 03/11/1998	PERTEX	24,25	03/11/2008	General	Class 24: Textile piece goods, namely fabric for use in the manufacture of articles of clothing and sleeping bags. Class 25: Clothing, namely coats, jackets, trousers, anoracks, hoods and hooded robes.

IN WITNESS WHEREOF the parties have executed this Assignment consisting of this and the preceding fourteen pages and the Schedule of one Part on the day and year first above written:

SIGNED for and on behalf of the said  
MITSUI & CO., LTD.  
by  
in the presence of this witness:

.....

*W*..... Witness  
..... Full Name  
..... Address

SIGNED for and on behalf of the said  
PERSEVERANCE MILLS LIMITED (in  
Administrative Receivership)  
by *IAN CHRISTOPHER SCHWED*  
one of the Receivers (without personal  
liability on the part of either of the Receivers)  
in the presence of this witness:-

*Ian Christopher Schwed*  
.....

*Wendy Worth*..... Witness  
*Wendy Worth*..... Full Name  
*Prf, Pannell House*  
*6 Queen Street*..... Address

*Leeds, LS1 2TW*

SIGNED for and on behalf of the Receivers  
by *IAN CHRISTOPHER SCHWED*  
one of the Receivers (without personal  
liability on the part of either of the Receivers)  
in the presence of this witness:-


*Ian Christopher Schwed*  
.....


*Wendy Worth*..... Witness  
*Wendy Worth*..... Full Name  
*Prf, Pannell House*  
*6 Queen Street*..... Address

*Leeds, LS1 2TW*

IN WITNESS WHEREOF the parties have executed this Assignment consisting of this and the preceding fourteen pages and the Schedule of one Part on the day and year first above written:

SIGNED for and on behalf of the said MITSUI & CO., LTD. by in the presence of this witness:

  
Toshihiko Kajiwara, General Manager  
Osaka Lifestyle Div. Lifestyle Business Unit  
Mitsui & Co., Ltd.

  
SEIICHI ASAKAWA  
OTANICHO 11-23-501  
NISHINOMIYA-KU HYOGO JAPAN

SIGNED for and on behalf of the said PERSEVERANCE MILLS LIMITED (in Administrative Receivership) by one of the Receivers (without personal liability on the part of either of the Receivers) in the presence of this witness:-

..... Witness  
..... Full Name  
..... Address  
.....

SIGNED for and on behalf of the Receivers by one of the Receivers (without personal liability on the part of either of the Receivers) in the presence of this witness:-

..... Witness  
..... Full Name  
..... Address  
.....