

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
The Hunter Rubber Company Limited		06/15/2006	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Hunter Boot Limited
Street Address:	16 Alexander Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW3 2AX
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2740877	HUNTER
Registration Number:	1550244	ROYAL HUNTER

CORRESPONDENCE DATA

Fax Number: (616)313-3972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-244-5200
Email: francine.vanaelst@stites.com
Correspondent Name: Alexandra T. MacKay
Address Line 1: 424 Church Street
Address Line 2: Suite 1800
Address Line 4: Nashville, TENNESSEE 37219

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:

OP \$65.00 2740877

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Francine VanAelst

Signature:

/Francine VanAelst/

Date:

11/14/2006

Total Attachments: 8

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

source=Assignment#page8.tif

DATED

15 JUNE

2006

**THE HUNTER RUBBER COMPANY LIMITED
(IN ADMINISTRATION) (1)**

and

HUNTER BOOT LIMITED (2)

and

**HOWARD SMITH AND RICHARD DIXON FLEMING AND
BLAIR CARNEGIE NIMMO (3)**

ASSIGNMENT OF USA REGISTERED TRADE MARKS

WALKER MORRIS

Kings Court

12 King Street

LEEDS

LS1 2HL

Tel: 0113 2832500

Fax: 0113 2459412

Draft no: 1

Ref: RDL/KJA/HUN.623-2

**TRADEMARK
REEL: 003429 FRAME: 0170**

CONTENTS

SECTION	HEADING	PAGE
1	ASSIGNMENT	2
2	ASSIGNOR COVENANTS	3
3	JURISDICTION	3
4	COUNTERPARTS	3
5	GENERAL	3

THIS ASSIGNMENT is made on

15 JUNE

2006.

BETWEEN:

- (1) **THE HUNTER RUBBER COMPANY LIMITED** (in administration) (Company number 4885898) whose registered office is at c/o KPMG LLP, 1 The Embankment Neville Street Leeds (the "Assignor"), acting by the Administrators (defined below);
- (2) **HUNTER BOOT LIMITED** (Company number 5781497) whose registered office is at 16 Alexander Square, London, SW3 2AX (the "Assignee");
- (3) **HOWARD SMITH, RICHARD DIXON FLEMING AND BLAIR CARNEGIE NIMMO** of KPMG LLP, 1 The Embankment Leeds LS1 4NW (together the "Administrators")

WHEREAS:

- (A) The Administrators were appointed Joint Administrators of the Assignor on 10 April 2006.
- (B) The Assignor is the proprietor of the USA registered trade marks listed in the Schedule to this Assignment (the "Marks").
- (C) In the asset sale agreement of 28 April 2006 between the parties to this Assignment (the "Agreement") the Assignor has agreed inter alia to assign such right, title and interest in and to the Marks as it may have and may lawfully assign to the Assignee.

IT IS AGREED AS FOLLOWS:

1 ASSIGNMENT

- 1.1 Pursuant to and for the consideration set out in the Agreement the Assignor assigns to the Assignee such right, title and interest as the Assignor may have in the Marks (the "Assigned Rights") together with the goodwill attached to the Marks and any related rights and powers arising or accrued, including the rights to sue for damages (and the right to retain any damages obtained) which the Assignor owns and may lawfully assign and any other remedies in respect of any infringement of any of the Assigned Rights prior to the date of this Assignment which the Assignor owns and may lawfully assign.
- 1.2 The Assignee takes the Assigned Rights subject to any third party rights, interests or limitations in or applying to effecting the same.

1.3 No covenants for title shall be implied in this Assignment.

2 ASSIGNOR COVENANTS

The Assignor covenants:

2.1 that at the request and cost of the Assignee (including the reasonable costs and expenses of any Trade Mark Attorney or solicitor engaged by the Assignor or the Administrators) for a period of three months from the date of this Assignment, the Assignor will execute or procure the execution of such deeds or documents and do or procure the doing of such acts and things as may be reasonably necessary or desirable to effect the recording or registration of the assignment of any of the Marks, provided that any such deeds and documents, acts and things shall all be expressed subject to all the terms of the Agreement and this Assignment including those concerning the quality or condition of the Marks, the matters to which the Assignment of the same are subject, and the exclusion of liability relating thereto. For the avoidance of doubt, such covenants contained in this clause 2.1 shall include, but not be limited to, the covenants contained in the Agreement;

2.2 that it renounces any rights which it may have in respect of any and all of the Marks.

3 JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties to this Assignment submit to the exclusive jurisdiction of the English Courts.

4 COUNTERPARTS

This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

5 GENERAL

5.1 This Assignment is supplemental to the Agreement, and the Assignee agrees to take the Assigned Rights subject to all limitations, instructions, exclusions, terms and conditions contained in the Agreement as if the same were repeated herein.

- 5.2 The Assignee acknowledges that it places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) made or alleged to have been made by or on behalf of the Assignor or the Administrators or any of their respective employees, agents or representatives on or prior to the date of execution and delivery of this Assignment.
- 5.3 This Assignment shall remain in full force and effect after the Transfer Date (as defined in the Agreement) in respect of any matters agreements or conditions which have not been done, observed or performed before or at the Transfer Date and all obligations undertakings and indemnities shall (except for obligations fully performed on the Transfer Date) continue in full force and effect notwithstanding Completion and where such obligations undertakings and/or indemnities are for the benefit if the Administrators personally shall survive the discharge, release or other removal of the Administrators from their office as Joint Administrators of the Assignor.
- 5.4 The Assignee hereby acknowledges to and agrees with the Administrators and each of them that any personal liability upon either or any of them, their partners' firm, agents or employees under this agreement or arising directly or indirectly in connection herewith statutory or otherwise and whether arising in contract or tort or both or by reference to any other remedy or right and in whatever jurisdiction or forum is hereby expressly excluded.

IN WITNESS of which the Parties have executed this Assignment on the date first written above.

SCHEDULE**USA Registered Trade Marks**

	MARK TEXT	SERIAL NUMBER	REGISTRATION NUMBER	CLASS	SPECIFICATION
1	HUNTER	75333011	2740877	25	Footwear
2	ROYAL HUNTER	73728056	1550244	25	Weatherproof boots

SIGNED by HOWARD SMITH as Joint Administrator acting without personal liability for and on behalf of THE HUNTER RUBBER COMPANY LIMITED in the presence of:

)
)
)
)



Witness
Signature OLIVER GAYLE
Name
Address SOUTHERN STREET
LEEDS LS1 1HS
Occupation SOLICITOR

SIGNED By MARK TRUEMAN FOR AND ON BEHALF OF HUNTER BOOT LIMITED in the presence of:

)
)
)

Witness
Signature
Name OLIVER GAYLE
Address ARDREHAM GODDARD
SOUTHERN HOUSE SOUTHERN STREET LEEDS
Occupation SOLICITOR

SIGNED by HOWARD SMITH on behalf of himself RICHARD DIXON FLEMING and BLAIR CARNEGIE NIMMO in the presence of:

)
)
)
)



Witness
Signature
Name OLIVER GAYLE
Address ARDREHAM GODDARD
SOUTHERN HOUSE SOUTHERN STREET LEEDS
Occupation SOLICITOR

SIGNED by HOWARD SMITH as Joint Administrator acting without personal liability for and on behalf of THE HUNTER RUBBER COMPANY LIMITED in the presence of:

)
)
)
)

Witness

Signature

Name

Address

.....

Occupation

SIGNED By MARK TRUEMAN FOR AND ON BEHALF OF HUNTER BOOT LIMITED in the presence of :

)
)
)
)


Witness F.K. TAYLOR.

Signature 

Name F.K. TAYLOR.

Address MELBOR HOOSE
ICKFORD ROAD
SHARBINGTON HP18 9HN

Occupation CHARTERED ACCOUNTANT

SIGNED by HOWARD SMITH on behalf of himself RICHARD DIXON FLEMING and BLAIR CARNEGIE NIMMO in the presence of:

)
)
)
)

Witness

Signature

Name

Address

.....

Occupation