

12-14-2006



103349306

ET

Our Ref.: 5004-2

Mail Stop Assignment Recordation

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

12-11-06

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CHRISTOPHER GENE DONNELLY

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

2. Name and address of receiving party(ies):
Name: GIOGOI BRANDS LIMITED
Internal Address: _____
Street Address: 4 Melville Crescent

City: Edinburgh
State/Country: United Kingdom
Zip: EH3 6JA
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other A Company of Scotland

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: October 5, 2006

Designations must be a separate document from Assignment)
Additional name/s & address/es attached Yes No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)
(1) 76/633,014
(2) _____
(3) _____

B. Trademark Registration No.(s)
(1) _____
(2) _____
(3) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Duane M. Byers
Internal Address: _____

Street Address: Nixon & Vanderhye P.C.
901 North Glebe Road
11th Floor
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Duane M. Byers
Name of Person Signing

Signature

December 11, 2006
Date

Total number of pages including cover sheet, attachments and document: 19

DMB:lfo

12/13/2006 DBYRNE 00000019 76633014

01 FC:8521

(40.00 DP)

CONFIRMATORY TRADE MARK ASSIGNATION AGREEMENT

between

CHRISTOPHER GENE DONNELLY, residing at 226 Grove Lane, Hale, Altrincham, Cheshire WA15 8PR and **ANTHONY RAYMOND DONNELLY**, residing at 20 Devonshire Road, Broadheath, Altrincham, Cheshire WA14 4EZ (together, the **Assignors**);

and

GIOGOI BRANDS LIMITED, a company registered under the Companies Act in Scotland (registered number SC279230) and having its registered office at 4 Melville Crescent, Edinburgh EH3 6JA (the **Assignee**).

WHEREAS:

- A. Assignor is the registered proprietor of the Trade Marks (as herein defined).
- B. Pursuant to the TM Assignment Agreement (as herein defined), the Assignors assigned to the Assignee their entire right, title and interest in and to the GIOGOI brand and trade marks.
- C. The Assignors and the Assignee have agreed to enter into this Agreement confirming the assignment of the Trade Marks to the Assignee, all on the terms and conditions hereof.

IT IS AGREED as follows:**1. DEFINITIONS**

- 1.1 In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

Agreement means this Confirmatory Trade Mark Assignment Agreement;

TM Assignment Agreement means the Trade Mark Assignment Agreement between the Assignors and the Assignee dated 17 November 2005 and 10 February 2006, a copy of which is set out in Part 2 of the Schedule; and

Trade Marks means the registered trade marks and the trade mark applications set out in Part 1 of the Schedule and all other registered trade marks and trade mark applications in respect of the GIOGOI brand (including in any stylised form and/or with any devices) registered or applied for in the name of the Assignors (or either of them), whether jointly or individually, or on behalf of the Assignors (or either of them) by any entity in which the Assignors (or either of them) own directly or indirectly 50% or more of the outstanding voting securities or capital stock of such entity, anywhere in the world.

- 1.2 In this Agreement unless the context otherwise requires:

- 1.2.1 references to the singular include the plural and vice versa;
- 1.2.2 references to Clauses and Schedules are to clauses of and schedules to this Agreement;
- 1.2.3 headings to Clauses and Schedules are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

2. ASSIGNATION

2.1 In consideration of the good and valuable consideration given by the Assignee to the Assignors pursuant to the TM Assigination Agreement, each of the Assignors hereby assigns to the Assignee, as legal and beneficial owners:

- 2.1.1 its entire right, title, property and interest in and to the Trade Marks;
- 2.1.2 the goodwill associated with, symbolised by or attaching to the Trade Marks but no other goodwill;
- 2.1.3 all rights and powers arising from or attaching to its right, title, property and interest in and to the Trade Marks including, without limitation, the benefit of any trade mark applications with the intent that when such applications are granted the registrations will vest in the Assignee, and the right to institute and maintain proceedings for infringement or wrongful use of the Trade Marks or for passing off, whether occurring prior to the date of this Agreement or hereafter; and
- 2.1.4 the right to apply for, prosecute and obtain registered trade mark protection throughout the world in respect of the Trade Marks.

3. FURTHER ASSURANCE

- 3.1 Pending the registration of the Assignee as proprietor of the Trade Marks, the Assignors will lend their names to any proceedings for infringement which the Assignee may require to be brought against any person wrongfully using the Trade Marks or any of them.
- 3.2 At the request and expense of the Assignee, the Assignors shall render all necessary assistance to the Assignee, and shall execute, and procure or arrange for the execution of, such other assignations, documents and forms as may be reasonably required to record the rights assigned to the Assignee hereunder in the relevant trade mark registers, and/or to vest absolutely the full property, right, title and interest in the Trade Marks in the Assignee and to confer on the Assignee all rights of action in relation to any wrongful use, infringement or passing off of the Trade Marks (or any of them) by third parties.

3.3 Each of the Assignors hereby irrevocably appoints the Assignee to be his attorney for the purpose of signing his name and on his behalf, any document, form or authorisation falling within the terms of Clause 3.2.

4. WARRANTIES

4.1 The Assignors (or either of them) are the sole legal and beneficial owners of the Trade Marks and are entitled to freely assign and transfer them to the Assignee.

4.2 The Trade Marks, together with the registered trade marks and trade mark applications set out in the TM Assignment Agreement, constitute all of the registered trade marks and trade mark applications filed by or on behalf of the Assignors or either of them (including by any legal entity in which either of the Assignors owns directly or indirectly 50% or more of the outstanding voting securities or capital stock of such entity) in respect of the GIOGOI and/or GIO-GOI mark or brand (including in any stylised form and/or with any devices, and any other variations of such) anywhere in the world.

4.3 As far as the Assignors are aware, the Trade Marks do not infringe or make unauthorised use of any third party intellectual property rights, or amount to passing off, and the Assignors have received no notification of, and are not aware of, any claims or threatened claims from any third party in respect of any of the foregoing matters.

4.4 As far as the Assignors are aware, no third party is infringing or making unauthorised use of, or has infringed or made unauthorised use of, any of the Trade Marks, or has acted in any way as to constitute passing off or unfair competition, and no third party is threatening to do so, and the Assignors have made no claim or threat against a third party claiming that it is doing so.

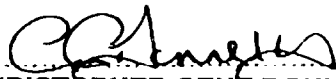
4.5 All fees due up to the date of execution of this Agreement for the prosecution and maintenance of the Trade Marks have been paid in full, and there are no such fees due within thirty (30) days of the date of execution of this Agreement.

5. **PROPER LAW**

This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties agree that the Scottish courts shall have exclusive jurisdiction over all disputes arising from, or connected to, this Agreement.

IN WITNESS WHEREOF these presents typewritten on this and the preceding 3 pages together with the Schedule in 1 part attached hereto, are executed as follows:}]

Signed by **CHRISTOPHER GENE DONNELLY** at ~~22 ST. JOHN ST. M.C~~ on the 15th day of OCTOBER 2006


.....
CHRISTOPHER GENE DONNELLY

In the presence of this witness

.....
Witness signature

DAVID W. SEFTON
.....
Name

22 ST. JOHN STREET, MANCHESTER M3 4ER.
Address

SULLY
.....

Signed by **ANTHONY RAYMOND DONNELLY** at ~~22 ST. JOHN STREET~~ on the 15th day of OCTOBER 2006


.....
ANTHONY RAYMOND DONNELLY

In the presence of this witness

.....
Witness signature

DAVID W. SEFTON
.....
Name

22 ST. JOHN STREET, MANCHESTER M3 4ER
Address

SULLY
.....

Greene Henry
Director for and on behalf of
GIOGOI BRANDS LIMITED

Signed by
For and on behalf of GIOGOI BRANDS
LIMITED at EDINBURGH on the
31st day of OCTOBER
2006

In the presence of this witness

Maura Ewing
Witness signature

MAURA EWING
Name

302 Baberton Mans Drive

Address
Edinburgh EH14 3EN

AW

**SCHEDULE 1
TRADE MARKS**

TRADE MARK	APPLICATION NUMBER	TERRITORY	CLASSES
GIOGOI	76633014	USA	3, 6

kw

**SCHEDULE 2
TM ASSIGNATION AGREEMENT**

*Certified a true copy by KATHRYN ANN LYNN, Solicitor and
Notary Public.*

Kathryn Lynn

11 March 2006 at

Edinburgh

TRADE MARK ASSIGNATION

between

CHRISTOPHER GENE DONNELLY

ANTHONY RAYMOND DONNELLY

and

GIO GOI BRANDS LIMITED

DUNDAS & WILSON CS LLP

Saline Court
20 Castle Terrace
Edinburgh EH1 2EN

Tel 0131 228 8000
Fax 0131 228 8888
Legal Post: LP2 Edinburgh 6

FAS: 1310
Ref: DMG/CCM/MOR187.0001

AW

TRADE MARK ASSIGNATION

by

CHRISTOPHER GENE DONNELLY of 228 Grove Lane, Hale, Cheshire WA15 8PR and
ANTHONY RAYMOND DONNELLY of 20 Devonshire Road, Altrincham, Cheshire WA14
4EZ (collectively the "Assignors");

in favour of

GIO GOI BRANDS LIMITED, a company incorporated in Scotland with registered number
SC279230 and having its registered office at 4th Floor, Saltire Court, 20 Castle Terrace,
Edinburgh, Lothian EH1 2EN (the "Assignee").

WHEREAS:-

- (A) The Assignors are together the proprietors and lawful owners of the Trade Marks;
and
- (B) The Assignors wish to transfer to the Assignee the Trade Marks together with the
goodwill attaching to the Trade Marks and the goodwill of the business in which the
Trade Marks have been used by the Assignors upon the following terms and
conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:-**1. DEFINITIONS**

In this Assignment (including the recitals), the following terms shall have the
following meanings unless the context otherwise requires:-

Consideration means the amount paid by the Assignee to the Assignors for the
Trade Marks pursuant to clause 2.1 and clause 2.3 as adjusted by clause 5.1;

Effective Date means the last date of execution of this Assignment;

Schedule means the schedule annexed to this Assignment;

Settlement Agreement means the settlement agreement dated 10 2005 and made between inter alia the Assignors and Gio Goi Scotland Limited and which relates in part to claims by Northern Quarter Limited, Gio Goi UK Limited and Mr. Oliver Morley in respect of the Trade Marks; and

Trade Marks means all such rights of the Assignors relating to the GIO GOI trade mark including, without limitation those trade marks, particulars of which are set out in the Schedule.

2. ASSIGNATION

2.1 In consideration of payment to them of the sum of £150,000 (to be apportioned to the Trade Marks in such proportions as specified in the Schedule) by the Assignee (which sum is hereby duly acknowledged as paid and received), the Assignors hereby assign irrevocably to the Assignee and free of any encumbrances all their property right title and interest in the Trade Marks absolutely, including all statutory and common law rights together with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignors, and the right to sue for past infringements and to retain any damages as a result of such action.

2.2 The Assignors hereby undertake at the request and expense of the Assignee to do all things and execute all such further documents, forms and authorisations as may be required to vest full right title and interest in the Trade Marks in the Assignee absolutely.

2.3 The Assignee shall pay by way of further Consideration the aggregate sum of £200,000 (to be apportioned to the Trade Marks in such proportions as specified in the Schedule) in eleven equal monthly instalments of £16,666.66 commencing on 1st January 2006 and on the first day of the ten months thereafter and one final instalment of £18,666.74 on 1st December 2006.

3. DELIVERABLES

The Assignors shall forthwith deliver to the Assignee, insofar as capable of delivery and not being already in the Assignee's possession, all agreements and records and technical information relating to the Trade Marks.

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4 WARRANTIES

4.1 The Assignors hereby warrant, represent and undertake to the Assignee:-

4.1.1 that they have full power to enter into and perform this Assignment, and this Assignment constitutes binding obligations on them in accordance with its terms;

4.1.2 the Trade Marks are their sole absolute property free from encumbrances, and from and after the Effective Date the Assignor will acquire a good valid and marketable title to all the Trade Marks free and clear of any security interest or third party rights;

4.1.3 no licences of or any other rights to use or work under the Trade Marks have been granted by it to any third party and there are no circumstances which could entitle a third party to call for such a licence or right; and

4.1.4 that having taken legal advice from their legal advisers, Laytons, there are no other valid and binding agreements to which they are a party which in any way relate to the Trade Marks or restrict them from granting this Assignment in any way.

4.2 The Assignors hereby warrant, represent and undertake to the Assignee as follows in respect of each of the registered Trade Marks:-

4.2.1 that all renewal fees due in respect of the registrations have been paid;

4.2.2 that any and all previous assignments of the Trade Marks are valid, and that the Assignors are properly entered onto the register of trade marks as proprietor of the Trade Marks; and

4.2.3 there has been no actual or threatened infringement by any third party of any of the Trade Marks and there is no reason why any registration may be capable of being expunged from the register.

- 4.3 The Assignors hereby warrant, represent and undertake to the Assignee as follows in respect of each of the unregistered Trade Marks:-
- 4.3.1 that the Assignors have given no permission to any third party to use any of them;
- 4.3.2 that the Assignors are unaware of any use by any third party of any of the marks assigned or any mark similar to any of them in connection with the goods and services in respect of which the Assignors have used them; and
- 4.3.2 that the Assignors have not made any other assignation or purported assignation of the same or similar marks used in relation to the same or similar goods or services in respect of which the registered Trade Marks have been registered.
- 4.4 All representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Agreement by the Assignors are made, given or entered into jointly and severally by each of the persons comprised in the Assignors. The Assignee may take action against any one or more of the Assignors and/or may release or compromise in whole or in part the liability of any one or more of the Assignors under this Assignment or grant any time or other indulgence without affecting the liability of the other Assignors. None of the representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Agreement by the Assignors shall be limited or qualified in any way and, without prejudice to the foregoing generally, none of them shall be qualified or limited by any knowledge of the Assignee or any person connected with the Assignee prior to the date hereof.
- 4.5 The Assignee acknowledges and agrees that it will not pursue or be entitled to make any claim against the Assignors under the warranties, representations and undertakings contained in this clause 4 in so far as it relates to any payment made by Glo Gol Scotland Limited under the Settlement Agreement.

5. INDEMNITY

5.1 The Assignors shall on demand indemnify and keep the Assignee Indemnified against any and all claims, losses, damages, costs (including legal costs) and expenses incurred by the Assignee arising out of or in connection with any claim brought by or on behalf of any party against the Assignee in connection with the Trade Marks or any other breach of the provisions of this Assignment by the Assignors save that this indemnity shall not extend to or apply to any payments made by Glo'Goi Scotland Limited pursuant to the Settlement Agreement. It is acknowledged that any amount paid by the Assignors to the Assignee under this indemnity shall be deemed to be a reduction in the Consideration.

5.2 The Assignors shall also provide all such assistance to the Assignee as the Assignee may reasonably request to enable the Assignee to resist any action, claim or proceedings brought by any third party against the Assignee as a result of any breach of the terms of this Assignment.

6. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts. IN WITNESS WHEREOF these presents typewritten on this and the five preceding pages together with the Schedule have been executed in duplicate as follows:-

BY CHRISTOPHER GENE DONNELLY

at MANCHESTER
on 17 November 2005

Christopher Gene Donnelly

before the witness set out opposite:-

[Signature]

..... Witness

DAVID W. SEFTON Full Name

92 ST. JOHN STREET Address

MANCHESTER M3 4ES

BY ANTHONY RAYMOND DONNELLY

at MANCHESTER
on 17 November 2005

Anthony Raymond Donnelly

before the witness set out opposite:-

[Signature]

..... Witness

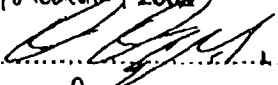
DAVID W. SEFTON Full Name


92 ST. JOHN STREET Address

MANCHESTER M3 4ES Address

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FOR AND ON BEHALF OF
GIO GOI BRANDS LIMITED
at ~~Edinburgh~~ ⁶
on ~~10 February~~ ⁶ 2006

by  Director
DAVID DOUGLAS Full Name
before the witness set out opposite:-

 Witness

COLIN CRAIG MASSIE Full Name
10 19 WEST GEORGE ST Address
GLASGOW



This is the Schedule referred to in the Agreement between CHRISTOPHER GENE DONNELLY, ANTHONY RAYMOND DONNELLY and GIO GOI BRANDS LIMITED

SCHEDULE

TRADE MARK - PARTICULARS

Number	Mark	Registration /Filing Date	Class	Territory	Status	Consideration %
E1653179	GIO-GOI	30.09.2002	03, 25, 35, 38, 41	European Community	Registered	0.2
1471928	GIOGOI	28.05.1993	25	UK	Registered	98
1575383	GIO GOI JUS	15.09.1995	25	UK	Registered	0.2
4489899	GIO-GOI	31.07.2001	25	Japan	Registered	0.2
1248133	GIOGOI	22.02.2005	3, 25	Canada	Application	0.14
E4246153	GIOGOI & Device	21.02.2005	9, 14, 18	European Community	Application	0.14
E4245965	GIOGOI TRACKSTAR & Device	21.02.2005	18, 25, 33	European Community	Application	0.14
E4245538	GIOGOI IT IS WHAT IT IS & Device	21.02.2005	18, 25, 32	European Community	Application	0.14
E4245973	GIOGOI 24 & Device	21.02.2005	18, 25, 32	European Community	Application	0.14
E4245689	GIOGOI F*CKED UP & Device	21.02.2005	18, 25, 43	European Community	Application	0.14

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Number	Mark	Registration /Filing Date	Class	Territory	Status	Consideration %
E4258001	GIOGOI GET IT ON- GET ON IT	25.02.2005	3, 25, 33	European Community	Application	0.14
E4245817	GG DEDICATED TO THOSE DODGING THE RAIN 'N' BULLETS & Device	21.02.2005	18, 25, 32	European Community	Application	0.14
E4245577	G BARS & Device	21.02.2005	18, 25, 33	European Community	Application	0.14
E4245544	IT'S A CRIME NOT TO BE ORGANISED & DEVICE	21.02.2005	18, 25, 45	European Community	Application	0.14
TOTAL						100

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CONFIRMATORY TRADE MARK ASSIGNATION

between

CHRISTOPHER GENE DONNELLY and ANTHONY RAYMOND DONNELLY

and

GIOGOI BRANDS LIMITED

Dated: 5 October 2006

DUNDAS & WILSON CS LLP

Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Tel 0131 228 8000
Fax 0131 228 8888
Legal Post LP2 Edinburgh 6

Ref. CLJ/PRE040.0003



*Certified a true copy of the original
Allan Waterhouse, Notary Public
1st December 2006*

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