

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
Globe International Nominees Pty Ltd		01/21/2007	COMPANY: AUSTRALIA

RECEIVING PARTY DATA

Name:	Pacific Brands Sport & Leisure Pty Ltd
Street Address:	290 Burwood Road
Internal Address:	Hawthorn
City:	Victoria
State/Country:	AUSTRALIA
Postal Code:	3122
Entity Type:	COMPANY: AUSTRALIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78553755	MOOKS
Serial Number:	78553791	MOOKS CLOTHING CO.
Serial Number:	78553779	MOOKS
Serial Number:	78553764	MOOKS CLOTHING CO.

CORRESPONDENCE DATA

Fax Number: (513)762-7944
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (513) 455-7644
Email: lke@gdm.com
Correspondent Name: Louis K. Ebling
Address Line 1: 255 East Fifth Street
Address Line 2: 2900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

CH \$115.00 78553755

ATTORNEY DOCKET NUMBER:

113023.1

DOMESTIC REPRESENTATIVE

Name: Louis K. Ebling
Address Line 1: 255 East Fifth Street
Address Line 2: 2900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Louis K. Ebling

Signature:

/Louis Ebling/

Date:

03/15/2007

Total Attachments: 6

source=Globe Nominees Assignment#page1.tif
source=Globe Nominees Assignment#page2.tif
source=Globe Nominees Assignment#page3.tif
source=Globe Nominees Assignment#page4.tif
source=Globe Nominees Assignment#page5.tif
source=Globe Nominees Assignment#page6.tif

Assignment of trade mark registrations and applications

Date ► 21 January 2007

Between the parties

Assignor **Globe International Nominees Pty Ltd**
ACN 095 410 281 of 300 Lorimer Street, Port Melbourne, Victoria
3207, Australia

Assignee **Pacific Brands Sport & Leisure Pty Ltd**
ACN 098 742 708 of 290 Burwood Road Hawthorn VIC 3122

Background

- 1 The Assignor is the registered owner of the Trade Mark Registrations and the Trade Mark Applications.
- 2 The Assignor has agreed to assign to the Assignee all of the Assignor's interest in the Trade Mark Registrations and the Trade Mark Applications, together with the goodwill of the business in connection with which the Trade Marks are used and which is symbolised by the Trade Marks, and all rights in the nature of Copyright in the Trade Marks.

This deed witnesses that for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as set out in the Operative part of this deed.

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
Copyright in respect of a Trade Mark	any copyright and all rights or forms of protection of a similar nature throughout the world subsisting in the Trade Mark, such copyright as is owned by the Assignor.
Completion Date	2 January 2007.
Trade Marks	the trade marks the subject of the Trade Mark Registrations and the Trade Mark Applications.
Trade Mark Applications	the applications for registration of trade mark(s) described in the schedule to this deed, if any.
Trade Mark Registrations	the registered trade mark(s) described in the schedule to this deed, if any.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a person includes that person's successors and legal personal representatives; and
- (d) an expression importing a natural person includes any company, corporation or other body corporate.

2 Assignment

- (a) On and from the Completion Date, the Assignor assigns to the Assignee all its interest in the Trade Mark Registrations and Trade Mark Applications, together with the goodwill of

the business in connection with which the Trade Marks are used and which is symbolised by the Trade Marks; and

- (b) the Copyright in the Trade Marks.
- (c) This assignment includes the Assignor's right to take action (and recover damages or an account of profits) against third parties for infringement of the Trade Marks or the Copyright in the Trade Marks (whether or not the infringement took place before the date of this deed).
- (d) Any rights which existed between the parties before the date of this deed, including under any other agreement relating to the Trade Marks or the Copyright in the Trade Marks, continue despite the execution of this deed.

3 Recordal of assignment and further assurances

- (a) The Assignee must promptly apply to the relevant Registrar of Trade Marks, and take all other steps necessary, to have the assignment of the Trade Mark Registrations and Trade Mark Applications recorded in the relevant Register of Trade Marks.
- (b) The Assignor must execute all documents and do all things reasonably requested by the Assignee to:
 - (1) enable the Assignee to become registered as the registered owner of the Trade Mark Registrations and the Trade Mark Applications;
 - (2) at the Assignees cost, assist the Assignee to file or prosecute in its name any application for registration of a Trade Mark or to defend the Trade Mark Registrations and the Trade Mark Applications against any opposition; and
 - (3) give effect to this deed.

4 Records



The Assignor must deliver to the Assignee on request all title documents and other records relating to the interests being assigned under this deed.

5 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia.

Schedule 1

Particulars of Trade Mark Registrations & Trade Mark Applications

Owner	Device	Mark	Official Number	Classes
Globe International Nominees Pty Ltd		MOOKS	78553755	09,18,25
Globe International Nominees Pty Ltd		MOOKS CLOTHING CO	78553791	25,35
Globe International Nominees Pty Ltd	 MOOKS	MOOKS and light bulb device	78553779	25
Globe International Nominees Pty Ltd	 MOOKS CLOTHING CO.	MOOKS CLOTHING CO. logo	78553764	9

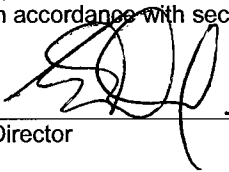
Signing page

Executed as a deed:

Assignor

Signed for and on behalf of
Globe International Nominees Pty Ltd
by its authorised representatives
in accordance with section 127 of the Corporations Act

sign here ▶



Director

print name

FRANK DAMMENHAYN

in the presence of

sign here ▶



Director/secretary

print name

GERHARD CORREA


Assignee

Signed sealed and delivered for
Pacific Brands Sport & Leisure Pty Ltd
by its attorney

sign here ▶ 
Attorney

print name JOHN GROVER

in the presence of

sign here ▶ 
Witness

print name Justine Grover.
