

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CRONOS GROUP S.A.	FORMERLY C.G. HOLDING S.A.	07/27/2007	COMPANY: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	CRONOS EQUIPMENT (BERMUDA) LIMITED		
Street Address:	Clarendon House		
Internal Address:	2 Church Street		
City:	Hamilton HM11		
State/Country:	BERMUDA		
Entity Type:	COMPANY: BERMUDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1839593	CRONOS	
Registration Number:	2207785	CRONOS	
Registration Number:	2388943	CRONOS	
Registration Number:	2076634		
Registration Number:	2141731		
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128135900		
Email:	vdoskow@fzlz.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	CRON 0710969		

CH \$140.00 1839593

DOMESTIC REPRESENTATIVE

Name: SUSAN UPTON DOUGLASS
Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 2: 866 UNITED NATIONS PLAZA
Address Line 4: NEW YORK, NEW YORK 10017

NAME OF SUBMITTER:	Susan Upton Douglass
Signature:	/vivian doskow/
Date:	11/20/2007

Total Attachments: 11

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TRADE MARK AGREEMENT

THIS AGREEMENT is made on this 27th day of July
Two Thousand and Seven

BETWEEN

- 1 **THE CRONOS GROUP S.A. (formerly C.G. HOLDING S.A.)**, a company incorporated in Luxembourg whose registered office address is 5 Rue Guillame Kroll, L-1882 Luxembourg ("Cronos Group"), of the one part and
- 2 **CRONOS EQUIPMENT (BERMUDA) LIMITED**, a company incorporated in Bermuda whose registered office address is Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("Cronos Equipment") of the other part.

RECITALS

- A Cronos Group is the Proprietor of the Trade Mark registrations for the trade marks **CRONOS, CRONOS & HORSE DEVICE, and HORSE DEVICE** (the "Trade Marks") the particulars of which are set out in Schedule 1 hereto.
- B Cronos Group is the Proprietor of the Domain Name Registrations incorporating the word "**CRONOS**" (the "Domain Names") particulars of which are set out in Schedule 2 hereto.
- C The parties hereto wish to arrange for the Trade Marks and Domain Names to be transferred into the ownership of Cronos Equipment which transfer includes all rights, benefits and obligations arising from all trade mark delimitation and coexistence agreements (including all similar agreements) with third parties (brief details of which are set out in schedule 3 hereto).

AGREEMENT

1 In consideration of the sum of US\$10,000 (Ten thousand United States Dollars) *and the assumption by Cronos Equipment of all responsibility for the payment of all fees, costs and expenses incurred in the transfer, assignment, recordal of said transfer and assignment, and maintenance of all rights in respect of the Trade Marks and Domain Names*, Cronos Group hereby assigns and transfers to Cronos Equipment all right, title and interest (with full title guarantee) in the trade marks and domain names TO HOLD the same unto Cronos Equipment absolutely.

2 Cronos Group further agrees all that it shall do, execute or procure that there be done or executed all documents, deeds, matters, acts and things as Cronos Equipment may at any time require to complete the assignment and transfer of the Trade Marks and Domain Name to Cronos Equipment.

3 For the avoidance of doubt, it is hereby agreed that this transfer and assignment of the Trade Marks and the Domain Names is to be made together with the whole of the goodwill of the business attached to and represented by the Trade Marks and Domain Names concerned.

4 It is hereby agreed that Cronos Containers Limited ("Cronos Containers") will be responsible for making all appropriate arrangements and issuance of all instructions pursuant to the completion of the transfer and assignment of the Trade Marks and Domain Names and the recordal of the transfer and assignment thereof (including the recordal of any changes of address or other particulars).

5 **Agreements with third parties**

It is hereby agreed that, from the date of execution of this Agreement Cronos Group hereby assigns to Cronos Equipment all rights, benefits and obligations arising from all agreements with third parties (brief details of which are set out in Schedule 3) regarding the delimitation or other forms of co-existence of

trade mark rights, and Cronos Equipment will assume and accept all of the said rights, benefits and obligations.

- 6 For the avoidance of doubt, the agreements referred to in paragraph 5 above include agreements regarding the delimitation or other forms of coexistence of trade mark rights currently in progress but yet to be concluded.

7 **Pending Contentious Matters**

It is hereby agreed that, from the date of execution of this Agreement Cronos Equipment hereby agrees to assume responsibility for all pending contentious matters (for example opposition proceedings filed against third party trade marks) relating to the trade marks, and will take such steps that are necessary to ensure that, as proprietor of the trade marks after the date of execution it takes the place of Cronos Group in all such matters.

- 8 Cronos Group covenants that Cronos Equipment shall have and enjoy quiet possession of the trade marks uninterrupted or disturbed by Cronos Group or any party claiming under or in trust for Cronos Group.

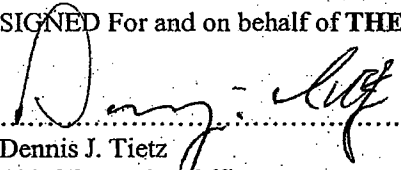
- 9 Any notice required to be given by either party in relation to this Agreement shall be in writing and sent by electronic mail, facsimile transmission and first class ordinary post to the last known address of the recipient and shall be deemed to have been properly given and received 8 days after posting.

10 **Applicable Law & Jurisdiction**

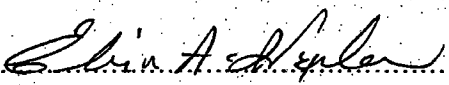
This Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales and disputes relating to this Agreement shall be adjudicated in accordance with English Law.

IN WITNESS WHEREOF the Parties have respectively executed this AGREEMENT
the day and year first above written

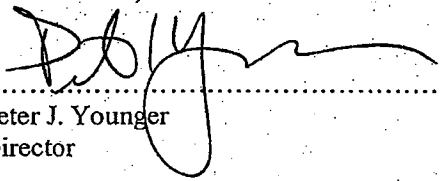
SIGNED For and on behalf of THE CRONOS GROUP S.A.)


.....
Dennis J. Tietz
Chief Executive Officer

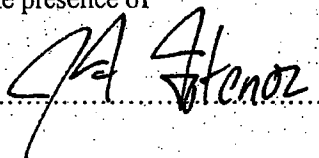
SIGNED For and on behalf of THE CRONOS GROUP S.A.)


.....
Elinor A. Wexler
Assistant Secretary

SIGNED For and on behalf of CRONOS EQUIPMENT
(BERMUDA) LIMITED)


.....
Peter J. Younger
Director

In the presence of)


.....

SCHEDULE 1

Country	Trade Mark	Number	Class(es)
Australia	CRONOS	A568622	39
Australia	CRONOS & Horse Device	A569074	39
Australia	Horse Device	A569073	39
Benelux	CRONOS	504875	6, 36, 39
Benelux	CRONOS & Horse Device	505543	6, 36, 39
Benelux	Horse Device	505542	6, 36, 39
Canada	CRONOS	449726	39
Canada	CRONOS & Horse Device	445327	39
Canada	Horse Device	445497	39
EU	CPC	348359	6
EU	CRONOS	1398528	6, 36, 39
EU	CRONOS & Horse Device	1399765	6, 36, 39
EU	Horse Device	1400621	6, 36, 39
France	CRONOS	1709616	39
France	CRONOS & Horse Device	1738771	39
France	Horse Device	1738772	39
Germany	CRONOS	2039621	36, 39
Germany	CRONOS & Horse Device	2099092	36, 39
Germany	Horse Device	2102935	36, 39
Hungary	CRONOS	135229	39

SCHEDULE 1 (contd)

Country	Trade Mark	Number	Class(es)
Hungary	CRONOS & Horse Device	134946	39
Hungary	Horse Device	134932	39
Ireland	CRONOS	200732	39
Ireland	CRONOS & Horse Device	200734	39
Ireland	Horse Device	200733	39
Japan	CRONOS	3192677	39
Japan	CRONOS & Horse Device	3226882	39
Japan	Horse Device	3192678	39
Liberia	CRONOS	21892/570	6
Liberia	CRONOS & Horse Device	21892/597	6
Liberia	Horse Device	21892/571	6
Singapore	CRONOS	T91/10707Z	39
Singapore	CRONOS & Horse Device	T91/10963C	39
Singapore	Horse Device	T91/10962E	39
South Africa	CRONOS	95/07305	39
South Africa	CRONOS & Horse Device	95/07307	39
South Africa	Horse Device	95/07306	39
Switzerland	CRONOS	395270	6
Switzerland	CRONOS	416070	39
Switzerland	CRONOS & Horse Device	395345	6

Switzerland	CRONOS & Horse Device	416092	39
Switzerland	Horse Device	395346	6
Switzerland	Horse Device	416093	39

SCHEDULE 1 (contd)

Country	Trade Mark	Number	Class(es)
Taiwan	CRONOS	61340	39
Taiwan	CRONOS & Horse Device	60736	39
Taiwan	Horse Device	60757	39
United Kingdom	CPC	2059358	6
United Kingdom	CRONOS	1466705	39
United Kingdom	CRONOS	1466704	36
United Kingdom	CRONOS & Horse Device	1477375	36
United Kingdom	CRONOS & Horse Device	1477376	39
United Kingdom	Horse Device	1477316	36
United Kingdom	Horse Device	1477317	39
United States	CRONOS	1839593	36, 39
United States	CRONOS & Horse Device	2388943	36
United States	CRONOS & Horse Device	2207785	39
United States	Horse Device	2076634	39
United States	Horse Device	2141731	36

Schedule 3

- | | |
|---|------------------|
| 1 – card.etc AG | 28 August 2002 |
| 2 – ELECTRABEL, naamlose vennootschap | 08 April 2005 |
| 3 – Centre Europeen De Gestion et de Recouvrement | 05 August 2005 |
| 4 – Cognos AG | 16 October 2006 |
| 5 – Crono Express SA | 21 February 2005 |
| 6 – Kronus SIA (Still under negotiation) | |

Schedule 4

Pending Contentious Matters

- 1** – Opposition against Benelux Trade Mark CRONOS Application No. 1072846 in the name of Luxlait Association Agricole. (The Cronos Group SA)
- 2** – Opposition against Brazilian Trade Mark CRONUS Application No. 826589901 in the name of Cronus Fomento Mercantil Ltda. (The Cronos Group SA)
- 3** – Opposition to CTM Trade Mark CRONOS Application No. 4469748 in the name of Luxlait Association Agricole. (The Cronos Group SA)
- 4** – Opposition to CTM Trade Mark CHRONOPAY IR887824 in the name of Chronopay B.V. (The Cronos Group SA)
- 5** – Invalidity Proceedings to CTM Trade Mark CHRONO DIRECT DISTRIBUTION Application No. 2941904 in the name of Chronopost SA (The Cronos Group SA).
- 6** – Invalidity Proceedings to CTM Trade Mark EURO CHRONO Application No. 1951607 in the name of Chronopost SA (The Cronos Group SA).
- 7** – Opposition to CTM Trade Mark CHRONOSWAP Application No. 3596855 in the name of Chronopost SA (The Cronos Group SA).
- 8** – Invalidity Proceedings to CTM Trade Mark CHRONO PREMIUM Application No. 2211712 in the name of Chronopost SA (The Cronos Group SA).
- 9** – Invalidity Proceedings to CTM Trade Mark CHRONO CLASSIC Application No. 2259273 in the name of Chronopost SA (The Cronos Group SA).
- 10** – Opposition to Latvian Trade Mark KRONUS Application No. M/04-1115 in the name of Kronus SIA (The Cronos Group SA).

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

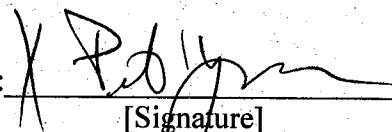
Registrant: CRONOS EQUIPMENT (BERMUDA) LTD.
Registration No.: See Attached Schedule
Mark: See Attached Schedule
Our Ref: CCG - 9609727

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The owner of the above registration hereby appoints the law firm of Fross Zelnick Lehrman & Zissu, P.C. of 866 United Nations Plaza, New York, New York 10017 (Tel: 212-813-5900), its attorneys and representatives upon whom notices or process in proceedings affecting the above-identified mark may be served.

CRONOS EQUIPMENT (BERMUDA) LTD.

By: 
[Signature]

Name: _____
Peter J. Younger

Title: Director

Date: 1st August 2007

SCHEDULE

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
CRONOS	1,839,593
CRONOS and Design	2,207,785
CRONOS and Design	2,388,943
Miscellaneous Design	2,076,634
Miscellaneous Design	2,141,731

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