

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
Hunter Boot Limited		10/24/2007	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Ryeway Limited		
Street Address:	Edinburgh Road		
Internal Address:	Heathhall		
City:	Dumfries		
State/Country:	UNITED KINGDOM		
Postal Code:	SW3 2AX		
Entity Type:	Private Limited 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:	(615)313-3972		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-615-244-5200		
Email:	francine.vanaelst@stites.com		
Correspondent Name:	Tara Mooney Aaron		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	15116N/062030		

OP \$65.00 2740877

DOMESTIC REPRESENTATIVE

900111639

TRADEMARK
REEL: 003818 FRAME: 0796

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Francine M. VanAelst

Signature:

/Francine VanAelst/

Date:

07/18/2008

Total Attachments: 6

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DATED 24 October 2007

HUNTER BOOT LIMITED (1)

and

RYEWAY LIMITED (2)

ASSIGNMENT OF TRADE MARKS

WALKER MORRIS

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412

HTP/HBL.7-60

THIS ASSIGNMENT is made on 24 October 2007

BETWEEN:

- (1) **HUNTER BOOT LIMITED** incorporated and registered in England and Wales with company number 5781497 whose registered office is at 16 Alexander Square, London, SW3 2AX (**Assignor**).
- (2) **RYEWAY LIMITED** incorporated and registered in Scotland with company number SC327869 whose registered office is at Edinburgh Road, Heathhall, Dumfries DG1 1QA (**Assignee**).

BACKGROUND:

- (A) The Assignor is the proprietor of United States of America Trade Mark Registrations Nos. 2740877 and 1550244 full details of which are at the Schedule to this agreement ("the Trade Marks").
- (B) By an agreement dated 28 September 2007 between the Assignor and the Assignee, the Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below

IT IS AGREED AS FOLLOWS:

1 ASSIGNMENT

- 1.1 In consideration of the sum of £10.00 (ten pounds) paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor), the Assignor HEREBY ASSIGNS and transfers to the Assignee with full title guarantee:
 - 1.1.1 all right, title and interest in and to the Trade Marks
 - 1.1.2 all statutory and common law, registered and unregistered rights and all goodwill attaching to the Trade Marks and
 - 1.1.3 the right to sue for infringement and/or passing off in relation to the Trade Marks whether prior to or on or after the date of this Assignment and to recover and retain any damages and other remedies obtained as a result of such action.

2 GOODWILL

The Assignor confirms that this Assignment is made with all goodwill attaching to the Trade Marks

3 ASSIGNOR COVENANTS

3.1 The Assignor covenants that it:

3.1.1 shall, at the request of the Assignee and at the Assignee's expense execute any further documents and do such further acts as the Assignee may require to enable the Assignee to become registered as the proprietor of the Trade Marks and/or to secure the benefits of the rights hereby assigned.

3.1.2 renounces any rights which it may have in respect of the Trade Marks

4 INFRINGEMENT

4.1 Pending the recordal of the Assignee as proprietor of the Trade Marks the Assignor will lend its name to any proceedings for infringement, including but not limited to Trade Mark infringement and passing off, which the Assignee may require to be brought against any person wrongfully using the Trade Marks.

4.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings.

5 WARRANTIES

The Assignor warrants that as at the date of this Assignment:

5.1 the trade mark registration and application are in force and all necessary fees have been paid

5.2 it has not granted any licence or assigned any rights of any nature in the Trade Marks to any third party in any part of the world

6 JURISDICTION

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

SCHEDULE

1 Trade Mark Registrations

Country	Number	Trade Mark	Class(es)	Reg. Date
USA	2740877	HUNTER	25	30 JUL 1997
USA	1550244	ROYAL HUNTER	25	12 MAY 1988

Signed by: J. DUNN [Print name]

For and on behalf of

HUNTER BOOT LIMITED James Dunni

Director

DATE: 24/10/07

Signed by: M. Cannon [Print name]

For and on behalf of

~~RYEWAY LIMITED [Signature]~~

Director

DATE: 24/10/07