

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snell & Wilcox Limited		06/09/2008	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Amberfin Limited
Street Address:	Belvedere Basing View
City:	Basingstoke, Hampshire
State/Country:	UNITED KINGDOM
Postal Code:	RG21 4HG
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77320055	ICR

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2023444000
 Email: mbharrison@venable.com
 Correspondent Name: Mark B. Harrison
 Address Line 1: Venable, P.O. Box 34385
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	31916-252957
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DOMESTIC REPRESENTATIVE

Name:

CH \$40.00 77320055

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

NAME OF SUBMITTER:	Mark B. Harrison
Signature:	/mark b. harrison/
Date:	08/21/2008

Total Attachments: 6
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Assignment of Trade Marks and Domain Names

Dated *9th June* 2008

SNELL & WILCOX LIMITED (1)
AMBERFIN LIMITED (2)

Ref: 1865/S8761.11/CM:985851.5/racg

sjberwin 

DATE

9 June

2008

PARTIES

- (1) SNELL & WILCOX LIMITED, a company registered in England and Wales, (company registration number 1160119) and having its registered office at Southleigh Park House, Eastleigh Road, Havant, Hampshire PO9 2PE ("S&W"); and
- (2) AMBERFIN LIMITED, a company registered in England and Wales, (company registration number 06518321) and having its registered office at Belvedere Basing View, Basingstoke, Hampshire RG21 4HG ("AmberFin").

INTRODUCTION

- (A) S&W is the proprietor of (i) the trade mark applications set out in Part 1 of the Schedule together with any unregistered rights in those marks and (ii) the unregistered rights in the trade marks set out in Part 2 of the Schedule (together the "Trade Marks").
- (B) S&W owns the beneficial interest in the domain names set out in the Schedule (the "Domain Names").
- (C) Pursuant to a business sale agreement entered into between S&W and AmberFin on 3 April 2008, S&W has agreed to assign the Trade Marks and the Domain Names to AmberFin.

OPERATIVE PROVISIONS

1 Assignment

- 1.1 S&W assigns to AmberFin, with effect from 31 March 2008 and with full title guarantee, all of its right, title and interest in and to the Trade Marks and the Domain Names, together with all goodwill and statutory and common law rights attaching to the Trade Marks and the Domain Names, including the right to sue for damages and other remedies for infringement or misuse of the Trade Marks and the Domain Names which may have occurred prior to 31 March 2008 and the right to retain those damages.
- 1.2 S&W shall procure that the legal interest in the Domain Names is promptly transferred from Scott Allen to AmberFin.

2 Further Assurance

S&W shall, at AmberFin's reasonable request, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to AmberFin for giving full effect to this Agreement and securing to AmberFin the full benefit of the rights, powers, privileges and remedies conferred on AmberFin in this Agreement.

3 Waiver

- 3.1 Any omission to exercise, or delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of that, or any other, right or remedy.
- 3.2 The waiver by any party to this Agreement of any of its rights or remedies arising under this Agreement or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.

4 Severance

If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

Ref: 1865/S8761.11/CM:985851.5/racg

TRADEMARK

REEL: 003839 FRAME: 0203

5 Rights of Third Parties

Except as otherwise expressly stated, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contracts (Rights of Third Parties) Act 1999.

6 Governing law and jurisdiction


This Agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Agreement.

SCHEDULE

Trade Marks

Part 1

Mark	No.	Class	Status	Country
AMBERFIN	2479713	09	Pending	United Kingdom
	2482376	09	Pending	United Kingdom
ICR	6442751	09	Pending	Community
ICR	2455856	09	Pending	United Kingdom
ICR	77/320055	09	Pending	United States of America

Part 2

Memphis

Asteroid

Helios

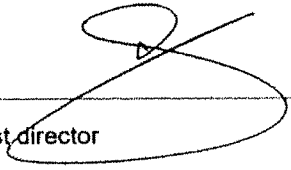

Ingest Station

Domain Names

amberfin.com

amberfin.co.uk

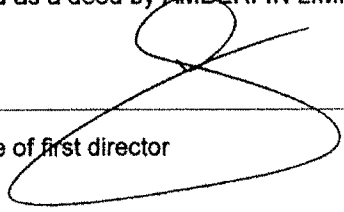
Executed as a deed by SNELL & WILCOX LIMITED acting by:

 and 
signature of first director signature of second director or secretary

PETER PRODROMIDIS
name of first director
Director

NICOLA PRODROMIDIS
name of second director or secretary
Director/Secretary

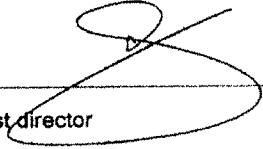
Executed as a deed by AMBERFIN LIMITED acting by:

 and _____
signature of first director signature of second director or secretary

name of first director
Director

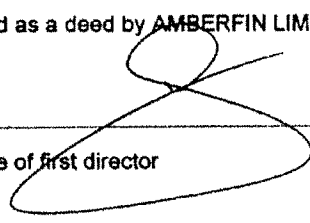

name of second director or secretary
Director/Secretary

Executed as a deed by SNELL & WILCOX LIMITED acting by:

 and _____
signature of first director signature of second director or secretary

name of first director name of second director or secretary
Director Director/Secretary

Executed as a deed by AMBERFIN LIMITED acting by:

 and  _____
signature of first director signature of second director or secretary

name of first director name of second director or secretary
Director Director/Secretary
PETER BAINES