

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Albert Henri Roux		09/29/2008	INDIVIDUAL: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Le Gavroche Limited		
<b>Street Address:</b>	43 Upper Brook Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1K 7QR		
<b>Entity Type:</b>	limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1891850	LE GAVROCHE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L Dean - Drinker Biddle & Reath		
<b>Address Line 1:</b>	1500 K Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	AJP - LA GAVROCHE		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jennifer L Dean - Drinker Biddle & Reath		
<b>Address Line 1:</b>	1500 K Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

OP \$40.00 1891850

NAME OF SUBMITTER:	Anthony J. Palumbo
Signature:	/anthony j. palumbo/
Date:	11/06/2008
Total Attachments: 7 source=GAVROCHE-8OCT#page1.tif source=GAVROCHE-8OCT#page2.tif source=GAVROCHE-8OCT#page3.tif source=GAVROCHE-8OCT#page4.tif source=GAVROCHE-8OCT#page5.tif source=GAVROCHE-8OCT#page6.tif source=GAVROCHE-8OCT#page7.tif	

DATED 29<sup>th</sup> September 2008

Trade Mark Assignment

between

Le Gavroche Limited

and

Albert Henri Roux

and

Michel Andre Roux (Snr)

THIS AGREEMENT is dated

2008

**PARTIES**

- (1) ALBERT HENRI ROUX of 537-539 Wandsworth Road, London SW8 3JD (**Assignor 1**).
- (2) MICHEL ANDRE ROUX (SNR) of River Cottage, Ferry Road, Bray, Berkshire SL6 2AT (**Assignor 2**).
- (3) LE GAVROCHE LIMITED incorporated and registered in England and Wales with company number 01825199 whose registered office is at 43 Upper Brook Street, London W1K 7QR (**Assignee**).

**BACKGROUND**

- (A) Assignor 1 is the sole proprietor of the trademarks listed in schedule 1 under items 1, 6, 9 and 10. Assignor 1 and Assignor 2 are the joint proprietors of the trademarks listed in schedule 1 under items 2, 3, 4, 5, 7 and 8.
- (B) The Assignee wishes to acquire the Trade Marks and all other Intellectual Property Rights.

**AGREED TERMS**

**1. INTERPRETATIONS AND DEFINITIONS**

**1.1 In this agreement:**

“Trade Marks” means the trade marks listed in the schedule attached to this assignment

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in the United Kingdom and any other part of the world in respect of (a) the Trade Marks and (b) the names “Le Gavroche” and “Urchin Boy” and (c) the drawing of “Urchin Boy” attached to this assignment at schedule 2 and

(d) any other representation, design, drawing of "Le Gavroche", "Urchin Boy" and/or the drawing of "Urchin Boy" attached to this assignment at schedule 2 and (e) any logo relating to "Le Gavroche" and "Urchin Boy" and (f) any device relating to "Le Gavroche" and "Urchin Boy" (including the device in schedule 2).

## **2. ASSIGNMENT**

- 2.1 In consideration of the sum of £50,000.00 paid by the Assignee to Assignor 1, Assignor 1 and 2 hereby assign with full title guarantee to the Assignee absolutely a) the Trade Marks and b) all Intellectual Property Rights.
- 2.2 The consideration stated in clause 2.1 of this assignment will be paid into Assignor 1's bank account within 5 days after all the parties have signed this assignment. Assignor 2 acknowledges and agrees that he is not entitled to receive any part of the consideration stated in clause 2.1 of this assignment and that he is not entitled to receive any payment in return for the assignment of the Trade Marks and/or the Intellectual Property Rights.
- 2.3 Assignor 1 and the Assignee agree that the licence dated 25<sup>th</sup> June 2001 between Assignor 1 and the Assignee relating to the UK trade mark number 1472606 is terminated with immediate effect. Assignor 1, Assignor 2 and the Assignee further agree that any other licence (including without limitation the licences over trade mark number 1253430 and 1253431) relating to the Trade Marks and/or the Intellectual Property Rights between Assignor 1, Assignor 2 and the Assignee are terminated with immediate effect.

## **3. PROCEEDINGS**

- 3.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks and/or the Intellectual Property Rights including proceedings against any third party for infringement of the Trade Marks or for infringing the Intellectual Property Rights.
- 3.2 Assignor 1 and Assignor 2 agree and undertake to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks or the Intellectual Property Rights and the Assignee shall indemnify Assignor 1 and Assignor 2 in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

## **4. FURTHER ASSURANCE**

Assignor 1 and 2 covenant that, at the cost and request of the Assignee at any time and from time to time, they shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

**5. GOVERNING LAW AND JURISDICTION**

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

Schedule 1 Trade marks

1. REGISTERED TRADE MARKS

No.	Country	Class	Mark	No.	Owner
1.	Great Britain	42	Le Gavroche	1472606	Albert Henri Roux
2.	Great Britain	30	Urchin Boy	1253431	Albert Henri Roux Michel Andre Roux (SNR)
3.	Great Britain	29	Urchin Boy	1253430	Albert Henri Roux Michel Andre Roux (SNR)
4.	Great Britain	35	Urchin Boy	1519861	Albert Henri Roux Michel Andre Roux (SNR)
5.	Great Britain	42	Urchin Boy	1464989	Albert Henri Roux Michel Andre Roux (SNR)
6.	France	42	Le Gavroche	1711051	Albert Henri Roux
7.	Japan	35	Urchin Boy	3267333	Albert Henri Roux Michel Andre Roux (SNR)
8.	Japan	42	Urchin Boy	3317235	Albert Henri Roux Michel Andre Roux (SNR)
9.	USA	42	Le Gavroche	1891850	Albert Henri Roux
10.	Ireland	29	Le Gavroche	146165	Albert Henri Roux

Schedule 2





In witness whereof this assignment has been executed as a deed on the date specified on page 1.

Executed as a deed by the said )  
ALBERT HENRI ROUX in the ) *A. H Roux*  
presence of:- )

Witness Signature *Jayne Aoye*  
Name *JAYNE AOYE*  
Address *44 Seely Road, London SW17 9AS*  
Occupation *P.A.*

Executed as a deed by the said )  
MICHEL ANDRE ROUX in the )  
presence of:- )

Witness Signature *C. Grant*  
Name *Claude GRANT*  
Address *6 Laburnum Road, Maidenhead SL6 4DB*  
Occupation *P.A.*

Executed as a deed by the said )  
LE GAVROCHE LIMITED )  
single director in the )  
presence of:- )

Witness Signature *Christine Chitty*  
Name *C. CHITTY*  
Address *31 MAZON WAY EPSON KT18 7HD*  
Occupation *Sales Manager*