

**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>
Mr Franklin Loufrani		06/22/2008	INDIVIDUAL: FRANCE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Smiley Company SPRL
<b>Street Address:</b>	16 rue des trois arbres
<b>City:</b>	Brussels
<b>State/Country:</b>	BELGIUM
<b>Postal Code:</b>	1180
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: BELGIUM

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2701516	
Serial Number:	78975125	SMILEY
Serial Number:	78433858	SMILEY
Serial Number:	78372321	SMILEY WORLD
Serial Number:	78372264	SMILEY
Serial Number:	78321611	SMILEY
Serial Number:	76599965	SMILEY
Serial Number:	75720333	OFFICIAL LICENSED MERCHANDISE SMILEY
Serial Number:	75977376	SMILEY
Serial Number:	75919141	SMILEY
Serial Number:	75810328	SMILEY
Serial Number:	75550943	SMILEY JEANS
Serial Number:	75514593	SMILEY BABIES
Serial Number:	75512770	SMILEY FOR KIDS

**OP \$390.00 2701516**

Serial Number:

75302439

SMILEY

**CORRESPONDENCE DATA**

Fax Number: (312)251-1010

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 00442079310718

Email: trademarks@smileyworld.co.uk

Correspondent Name: Smileyworld Ltd

Address Line 1: 35-37 Grosvenor Gardens

Address Line 4: London, UNITED KINGDOM SW1W OBS

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

Nicolas Loufrani

**Signature:**

/nicolas loufrani/

**Date:**

12/18/2008

**Total Attachments: 8**

source=Deed of assignment1#page1.tif

source=Deed of assignment1#page2.tif

source=Deed of assignment1#page3.tif

source=Deed of assignment2#page1.tif

source=Deed of assignment2#page2.tif

source=Deed of assignment2#page3.tif

source=Deed of assignment2#page4.tif

source=Deed of assignment2#page5.tif

DATED *June 22* 2008

-----

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**FRANKLIN LOUFRANI**

and

**THE SMILEY COMPANY SPRL**

*ML*  
**TRADEMARK**  
*ST*  
**REEL: 003905 FRAME: 0871**

## CONTENTS

---

### CLAUSE

1.	Interpretation .....	1
2.	Assignment .....	2
3.	Proceedings .....	2
4.	Warranties .....	2
5.	Further assurance .....	3
6.	Indemnity .....	3
7.	Waiver of moral rights .....	4
8.	Governing law and jurisdiction .....	4

### SCHEDULE

SCHEDULE 1	WORK .....	5
------------	------------	---

*pe*  
*tt*

TRADEMARK

REEL: 003905 FRAME: 0872

THIS AGREEMENT is dated

#### PARTIES

- (1) FRANKLIN LOUFRANI, a French national whose place of residence is at 114 Eaton Square, London SW1W 9AA ("**Assignor**"); and
- (2) THE SMILEY COMPANY SPRL, incorporated and registered in Belgium with company number (In Progress) whose registered office is at 16 rue des trois arbres, 1180 Bruxelles ("**Assignee**").

#### BACKGROUND

- (A) The Assignor is the creator and owner of the 'smiley face' design and a number of variations thereof, as depicted in Schedule 1 ("**Works**").
- (B) The Assignor is the proprietor of the applications for, and registrations of, the trade mark Smiley Name, Smiley Device and United States copyright rights.
- (C) The Assignor is the owner of all goodwill in the Works accruing since 1971.
- (D) The Assignor has agreed to assign to the Assignee all his Intellectual Property Rights in the Work on the terms set out below.

#### AGREED TERMS

##### 1. INTERPRETATION

The definitions in this clause apply in this Agreement:

"**Fee**"

means the sum of 0.00 Euros and

"**Intellectual Property Rights**"

means [patents, rights to inventions]copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, 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 (and rights to apply) for, and renewals or extensions of,

DATED *June 22* 2008

-----

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**FRANKLIN LOUFRANI**

and

**THE SMILEY COMPANY SPRL**

*M*  
**TRADEMARK**  
*FF*  
**REEL: 003905 FRAME: 0874**

such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world and includes without limitation the Registered IPRs.

**2. ASSIGNMENT**

2.1 In consideration of the Fee, the Assignor assigns to the Assignee with full title guarantee the following rights:

- (a) all Intellectual Property Rights in the Works;
- (b) all goodwill attaching to the Works and the Registered IPRs;
- (c) the benefit of all licences in respect of the Intellectual Property Rights in the Works, and
- (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.

**3. PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.

**4. WARRANTIES**

The Assignor warrants that, at the date of this Agreement:

- (a) the Works are original, and have not been copied wholly or substantially from any other source, and that the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (b) the Assignor is the sole owner of all Intellectual Property Rights in the Work;
- (c) the Registered IPRs, where identified in Schedule 2 as having been registered, have been maintained and are in force, and all renewal fees have been paid;
- (d) the Assignor has not licensed or assigned any rights in the Work to any third party in any part of the world other than by way of the licences set out in Schedule 3; and

- (c) the Work does not infringe the statutory or common law rights of any third party.

5. FURTHER ASSURANCE

The Assignor shall at the cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Agreement, whether in connection with any registration of title or other similar right or otherwise.

6. INDEMNITY

6.1 The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties under this Agreement. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

6.2 If the Assignee becomes aware of any situation which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Relevant Claim**"), the Assignee shall:

- (a) as soon as reasonably practicable, give written notice of the Relevant Claim to the Assignor, specifying the nature of the Relevant Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the Assignor;
- (c) give the Assignor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Assignee, so as to enable the Assignor and its professional advisers to examine them and to take copies (at the Assignor's expense) for the purpose of assessing the Relevant Claim; and
- (d) subject to the Assignor providing security to the Assignee to the Assignee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Assignor may reasonably request to avoid, dispute, compromise or defend the Relevant Claim.



7. **WAIVER OF MORAL RIGHTS**

The Assignor, being the sole creator of the Work, waives absolutely his moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

8. **ENTIRE AGREEMENT**

This Agreement, together with any documents referred to in it, constitutes the whole Agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

9. **GOVERNING LAW AND JURISDICTION**

9.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

9.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by FRANKLIN LOUFRANI

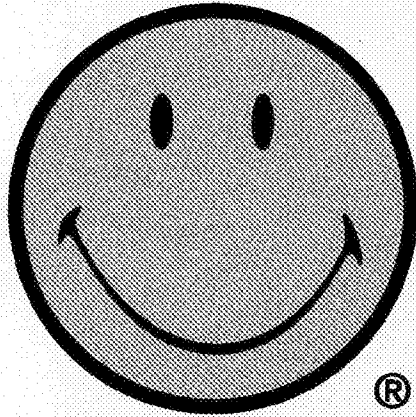
THE SMILEY COMPANY SPRL

Witnessed by

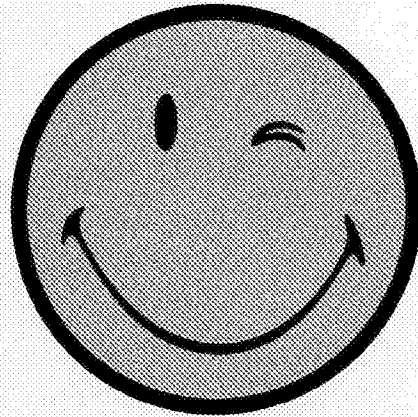
Signed by  
for and on behalf of

.....  
NICOLA LOUFRANI  
Director

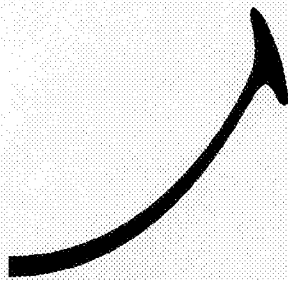
Original logo



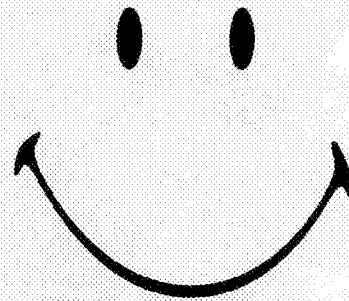
Winky logo



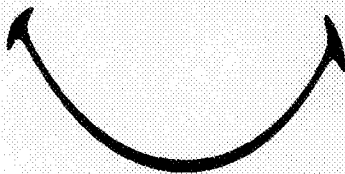
Half mouth logo (Lay logo)



Eyes & Mouth



Mouth only



Smiley signature



Smileyworld signature

