

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| STUART & SONS LIMITED | | 03/26/2009 | COMPANY: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | WWRD IPCO LLC | | |
| Street Address: | 2711 Centerville Road | | |
| Internal Address: | Suite 400 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19808 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0948152 | STUART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)446-4900 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212)446-4800 | | |
| Email: | hsmith@kirkland.com | | |
| Correspondent Name: | Hayley M. Smith, Senior Legal Assistant | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 153 East 53rd Street | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | STUART-WWRD IP TM (HS) | | |
| NAME OF SUBMITTER: | Hayley M. Smith | | |
| Signature: | //hayley m. smith// | | |

CH \$40.00 0948152

Date:

03/27/2009

Total Attachments: 6

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Dated: 26 March 2009

STUART & SONS LIMITED
(in administration)
and
ANGUS MARTIN, NEVILLE KAHN, NICHOLAS DARGAN and DOMINIC WONG
(as joint administrators of the Assignor)
and
WWRD IPCO LLC

REGISTERED TRADE MARK DEED OF ASSIGNMENT
(USA)

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref: D. Schubauer/L-163565

K&E 14329461.1

TRADEMARK
REEL: 003960 FRAME: 0504

This Deed of Assignment is made on 26 March 2009 between:

- (1) **Stuart & Sons Limited (in administration)**, a company incorporated in England and Wales with registration number 00117548, whose registered office is at Barlaston, Stoke on Trent, Staffordshire ST12 9ES (the "**Assignor**");
- (2) **Angus Martin, Neville Kahn, Nicholas Dargan and Dominic Wong** all of Deloitte LLP of Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR (the "**Administrators**"); and
- (3) **WWRD IPCo LLC**, a limited liability company incorporated under the laws of the State of Delaware, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA (the "**Assignee**").

Whereas:

- (A) The Assignor is the owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee all of its rights, title and interest in and to the Trade Marks upon the terms set out in this Deed.

It is agreed as follows:

1 Definitions

In this Deed, "**Trade Marks**" means the registered trade mark listed in the Schedule to this Deed, together with the goodwill represented by and associated with the Trade Marks (but no other goodwill).

2 Assignment

The Assignor hereby assigns to the Assignee such rights, title and interest as the Assignor has in and to the Trade Marks, including without limitation:

- 2.1** all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2** the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks,

in each case as the Assignor has in or to the Trade Marks.

3 Further Assurance

The Assignor shall, at the Assignee's request and expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

4 Exclusion of Warranties

The Assignor assigns to the Assignee such rights as it may have in the Trade Marks but excludes all warranties (express and/or implied) in relation thereto.

5 Whole Agreement

This Deed contains the whole agreement between the parties relating to its subject matter at the date of this Deed.

6 Execution by the Administrators

The Administrators have entered into and signed this Deed as agents for the Assignor and neither they, their business organisation, its members or partners or their representatives shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor; or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any deed, document or assurance made pursuant to this Deed.

7 Governing Law and Jurisdiction

7.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

7.2 The parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action or proceedings arising out of or in connection with this Deed may be brought in these courts.

8 Invalidity

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall, to that extent, be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

9 Counterparts

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.

In witness whereof, this Deed has been signed as a deed and delivered on the date stated at the beginning.

SIGNED and **DELIVERED** as a **DEED** on behalf of **Stuart & Sons Limited** (in administration) by

ANGUS MARTIN

one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

} 

in the presence of:

Witness's Signature: 

Name: SAMEER KARIMBHAI

Address: ONE SILK STREET
LONDON EC2Y 8HQ

Occupation: TRAINEE SOLICITOR

SIGNED and **DELIVERED** as a **DEED** by

ANGUS MARTIN

one of the Administrators on behalf of them, without personal liability, in the presence of:

} 

Witness's Signature: 

Name: SAMEER KARIMBHAI

Address: ONE SILK STREET
LONDON EC2Y 8HQ

Occupation: TRAINEE SOLICITOR

SIGNED and **DELIVERED** as a **DEED** by **WWRD IPCo LLC** acting by **Jay Bernstein** who, in accordance with the laws of the State of Delaware, is an authorised representative acting under the authority of the company

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SIGNED and DELIVERED as a DEED on behalf of Stuart & Sons Limited (in administration) by

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one of the Administrators (as its agent and without personal liability) pursuant to the powers conferred under the Insolvency Act 1986

in the presence of:
Witness's Signature:

Name:

Address:

Occupation:

SIGNED and DELIVERED as a DEED by

}

one of the Administrators on behalf of them, without personal liability, in the presence of:

Witness's Signature:

Name:

Address:

Occupation:

SIGNED and DELIVERED as a DEED by WWRD IPCo LLC acting by Jay Bernstein who, in accordance with the laws of the State of Delaware, is an authorised representative acting under the authority of the company

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Schedule

The Trade Marks

| Mark | Status | Registration Number/ Application Number | Registration Date/ Filing Date | Class |
|-------------|---------------|--|---|--------------|
| STUART | Registered | 0948152 | 05 Dec 1972 | 21, 34 |