

**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>
Hilden America, Inc.		06/11/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HLL Linens Limited		
<b>Street Address:</b>	Fourways House, 57 Hilton Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	M12EJ		
<b>Entity Type:</b>	Private Limited Company:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3621575	LIDDELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)518-4925		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8043325265		
<b>Email:</b>	bdavis@hildenamerica.com		
<b>Correspondent Name:</b>	Elizabeth Davis		
<b>Address Line 1:</b>	12201 Gayton Road #230		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23238		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

OP \$40.00 3621575

NAME OF SUBMITTER:	Elizabeth Davis
Signature:	/elizabeth davis/
Date:	06/12/2009
<b>Total Attachments: 5</b> source=Liddell Trademark Assignment#page1.tif source=Liddell Trademark Assignment#page2.tif source=Liddell Trademark Assignment#page3.tif source=Liddell Trademark Assignment#page4.tif source=Liddell Trademark Assignment#page5.tif	

**SCHEDULE 5**

**Trade Mark Application Assignment**

Dated June 11, 2009

- (1) **HILDEN AMERICA INC**
- (2) **HLL LINENS LIMITED**

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**TRADE MARK ASSIGNMENT**

Liddell: Reg. No. 3,621,575

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**Halliwells**

*MB*

**THIS ASSIGNMENT** is made on *June 11,* 2009.

**BETWEEN:**

- (1) HILDEN AMERICA INC whose principal place of business is at 1044 Commerce Lane, South Boston, VA24592-6847 (the "**Assignor**"); and
- (2) HLL LINENS LIMITED (company number: 06603416) whose registered office is at Fourways House, 57 Hilton Street, Manchester M1 2EJ (the "**Assignee**").

**RECITALS**

- (A) The Assignor is the registered proprietor of the application for a registered trade marks listed in the Schedule, Part 1 (the "**Application**") which is proceeding in the name of the Assignor and is the beneficial owner of the unregistered trade mark listed in the Schedule, Part 2 (the "**Unregistered Mark**").
- (B) The Assignor has agreed to assign the Application and the Unregistered Mark to the Assignee.

**OPERATIVE PROVISIONS**

- 1 In consideration of the payment by the Assignee to the Assignor of the direct reasonable costs incurred by Assignor in making the application for the Application (the receipt of which is now acknowledged) the Assignor ASSIGNS absolutely to the Assignee with full title guarantee:
  - 1.1 the Application to the intent that the grant of any registered trade marks pursuant to it shall be made in the name of and vest in the Assignee;
  - 1.2 the Unregistered Mark;  
  
together with all rights, powers, liberties and immunities arising or accrued from them including all statutory and common law rights and the right to sue for damages and other remedies in respect of any infringement of such rights and to retain any such damages; and
  - 1.3 the right to apply for, prosecute and obtain registered trade marks or similar protection throughout the world in respect of the names and marks comprised in the Unregistered Mark including the right to claim priority from the Application to the intent that the grant of any registered trade marks or similar protection shall be in the name of and vest in the Assignee.
- 2 The Assignor confirms that this Assignment is made with the goodwill attaching to the Unregistered Mark but not with the goodwill of the business in which the Unregistered Mark has been used by the Assignor.
- 3 The Assignor warrants to the Assignee as follows in respect of the Application:
  - 3.1 that all fees due have been paid;
  - 3.2 that the Assignor has appointed no licensees of the Application nor given any person any permission to use the Application;
  - 3.3 that the Assignor is unaware of any use by any third party of the mark comprised in the Application which would constitute infringement of the registered trade mark being sought by the Application; and

- 3.4 that there are no circumstances known to the Assignor arising out of this Assignment or any earlier assignment which may result in the use of the Application being liable to mislead the public.
- 4 The Assignor warrants to the Assignee in respect of the Unregistered Mark as follows:
  - 4.1 that the Assignor has given no permission to any third party to use it; and
  - 4.2 that the Assignor is unaware of any use by third party of it or any mark similar to in connection with the goods in respect of which the Assignor has used it.
- 5 The Assignor further covenants that at the request and reasonable cost of the Assignee it will at all times do all such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this Agreement.
- 6 This Agreement is governed by English law and subject to the non-exclusive jurisdiction of the English Courts. Any question concerning the validity or otherwise of the Mark shall be subject to the appropriate laws and jurisdiction of court within the USA.

**Schedule**  
**Part 1**  
Applications

<b>Mark</b>	<b>Application number</b>	<b>Class</b>	<b>Goods</b>	<b>Country</b>
LIDELL	77392280	24	Linens etc	USA

**Part 2**  
Unregistered Mark

LIDDELL

LIDDELL

LIDDELL

1901

**SIGNED** by



Duly authorised to sign

for and on behalf of

HILDEN AMERICA INC

acting by:

*President & CEO*

**SIGNED** by



Duly authorised to sign

for and on behalf of

HLL LINENS LIMITED

acting by:

*Director*