

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 |
| Jemella Limited | | 06/18/2009 | COMPANY: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Jemella Group Limited | | |
| Street Address: | Eversheds House, 70 Great Bridgewater Street | | |
| City: | Manchester | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | M1 5ES | | |
| Entity Type: | COMPANY: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78187005 | GHD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)375-0729 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 704-375-9249 | | |
| Email: | tmbox@adamspat.com | | |
| Correspondent Name: | Kathryn A. Gromlovits | | |
| Address Line 1: | 201 South College Street | | |
| Address Line 2: | Suite 2350 Charlotte Plaza | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28244 | | |
| ATTORNEY DOCKET NUMBER: | 3823/5 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Kathryn A. Gromlovits | | |
| Address Line 1: | 201 South College Street | | |
| Address Line 2: | Suite 2350 Charlotte Plaza | | |

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**TRADEMARK
 REEL: 004038 FRAME: 0266**

Address Line 4: Charlotte, NORTH CAROLINA 28244

NAME OF SUBMITTER:

Kathryn A. Gromlovits

Signature:

/kag/

Date:

08/05/2009

Total Attachments: 5

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JEMELLA LIMITED

AND

JEMELLA GROUP LIMITED

TRADE MARK ASSIGNMENT

**Walker Morris
Kings Court
12 King Street
LEEDS
LS1 2HL
United Kingdom
Our Ref: ARM/JAM.553-2744**

**TRADEMARK
REEL: 004038 FRAME: 0268**

THIS ASSIGNMENT is dated the 18 day of June 2009

BETWEEN:-

- (1) Jemella Limited a company incorporated in England and Wales with registered number 04115691 whose registered office is at Unit 12, Ryefield Way, Silsden, West Yorkshire, BD20 0EF, United Kingdom (hereinafter "the Assignor")

AND

- (2) Jemella Group Limited a company incorporated in England and Wales with registered number 04756233 whose registered office is at c/o Eversheds LLP, Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES, United Kingdom (hereinafter "the Assignee")

RECITALS

- (A) The Assignor is the proprietor of the trade marks set out in the Schedule attached hereunder (hereinafter "the Trade Marks").
- (B) The Assignor has agreed to assign to the Assignee, on the terms set out below, all such property, right, title and interest as it may have in the Trade Marks.

NOW IT IS HEREBY AGREED as follows :

1 ASSIGNMENT

- 1.1 That in consideration of the sum of £10 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor with full title guarantee hereby assigns to the Assignee ALL THAT the property, right, title and interest in the Trade Marks, including the right to sue for past infringements and to bring proceedings for passing off and to retain all damages obtained thereby, together with the goodwill attached to the trade marks TO HOLD the same unto the Assignee absolutely.

2 ASSIGNOR COVENANTS

The Assignor covenants that:

- 2.1 at the cost and expense of the Assignee the Assignor shall 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;
- 2.2 it renounces any rights which it may have in respect of any and all of the Trade Marks.

3 INFRINGEMENT

- 3.1 Pending the recordal of the Assignee as proprietor of the Trade Mark, the Assignor will lend its name to any proceedings for infringement, including but not limited to Trade Mark infringement and passing off, which the Assignee may require to be brought against any person wrongfully using the Trade Marks.
- 3.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings.

4 JURISDICTION

- 4.1 This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

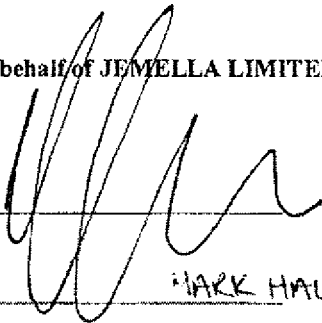
5 COUNTERPARTS

- 5.1 This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

SCHEDULE

| COUNTRY | MARK | APPLICATION NUMBER | REGISTRATION NUMBER | CLASS |
|----------------------------|-------------|-------------------------------|--------------------------------|---------------------------|
| COMMUNITY TRADE MARK | GHD | 002860518 | 002860518 | 3, 8, 9, 11, 21, 25 |
| UNITED STATES | GHD | 78/187,005 | 2855191 | 3 |

SIGNED for and on behalf of JEMELLA LIMITED

Signature : 

Name : MARK HALL

Capacity : GROUP FINANCE DIRECTOR

SIGNED for and on behalf of JEMELLA GROUP LIMITED

Signature : 

Name : MARK HALL

Capacity : GROUP FINANCE DIRECTOR