

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fantail Limited		09/08/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Puffa Brands Limited		
Street Address:	Cumberland House, Kensington Rd		
Internal Address:	Suite 2		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W8 5NX		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1374840	PUFFA	
CORRESPONDENCE DATA			
Fax Number:	(614)228-4423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pmc@cwpll.com		
Correspondent Name:	Perry M. Chappano		
Address Line 1:	8 E Long St.		
Address Line 2:	9th Floor		
Address Line 4:	Columbus, OHIO 43215		
DOMESTIC REPRESENTATIVE			
Name:	Perry M. Chappano		
Address Line 1:	8 E Long St.		
Address Line 2:	9th Floor		
Address Line 4:	Columbus, OHIO 43215		

OP \$40.00 1374840

TRADEMARK

900149090

REEL: 004107 FRAME: 0514

NAME OF SUBMITTER:	Perry M. Chappano
Signature:	/pmc/
Date:	12/03/2009
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IPR ASSIGNMENT

FANTAIL LIMITED

and

PIFFA BRANDS LIMITED

THIS DEED is dated 2 September 2009

PARTIES

- (1) FANTAIL LIMITED incorporated and registered in England and Wales with company number 03775014 whose registered office is at 1 Market Hill, Coggeshall, Essex (Assignor).
- (2) PUFFA BRANDS LIMITED (registered in England with number 06886622) whose registered office is at Suite 2, Cumberland House, Kensington Rd, W8 5NX (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks listed in the Schedule (Trade Marks).
- (B) Pursuant to an asset sale agreement dated 2 September 2009 between the Assignor, the Assignee and Paul Botterill, the Assignor has sold to the Assignee various assets including the Trade Marks.
- (C) The parties wish to enter into this Deed to effect the legal and beneficial transfer of the Trade Marks from the Assignor to the Assignee.

AGREED TERMS

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee with full title guarantee the Trade Marks and all and any rights in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks as may have accrued to the Assignor by its use of the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks (or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at the Assignee's request and reasonable cost) with all such assistance with any proceedings which may be brought by or against Assignee against or by any third party in relation to the Trade Marks.

3. **FURTHER ASSURANCE.**

The Assignor covenants that, at the reasonable cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Deed.

4. **GOVERNING LAW AND JURISDICTION.**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

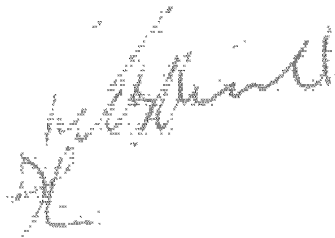
Schedule Trade marks

Country	Mark/ Class	No.	Renewal date
Great Britain - logo	Puffa Logo: 25	1242511	23/05/16
Great Britain - bags etc	Puffa: Class 18	1574308	03/06/11
Great Britain - horse rugs etc	Puffa: Class 18	2106939	02/08/16
Great Britain outer clothing	Puffa: Class 25	1042914	26/02/10
Great Britain - shoes etc	Puffa: Class 25	1574309	03/06/11
Great Britain	Winged Horse Device: 25	1451729	21/12/17
European Union	Puffa: Class 25	001053792	26/01/19 Renewed Jan 09
European Union	Puffa: Class 18	005114780	26/01/19 Renewed Jan 09
European Union	Puffa: Classes 9, 24 & 35	003564226	01/12/13
Argentina	Puffa: Class 25	1558139	9/9/15
Australia	Puffa: Class 25	399576	08/11/14
Benelux	Puffa: Class 25	386111	15/10/12
Canada	Puffa: Class 25	334222	13/11/17
China	Puffa: Class 18 & 25	738415 WIPO	From 06/07/00
Denmark	Puffa: Class 25	789/90	16/02/10
France	Puffa: Class 25	1217300	28/10/12
Germany	Puffa: Class 25	1049553	27/09/11
Hong Kong	Puffas: Class 25	7893/94	16/02/10
Iceland	Puffa: Class 18 & 25	738415 WIPO	From 06/07/00
Japan	Puffa Class 18 & 25	738415 WIPO	From 06/07/00
New Zealand	Puffa: Class 25	238997	19/07/15
South Korea	Puffa: 14 & 25	275924	07/10/13
Sweden	Puffa: Class 25	215311	22/12/09
Switzerland	Puffa: Class 25	420061	11/02/14
Taiwan	Puffa Int.: 40	613999	30/09/13
USA	Puffa: Class 25	1374840	10/12/16
WIPO	Puffa: Class 18 & 25	738415	From 06/07/00

(Puffa name registered with WIPO under the Madrid Protocol for World Wide protection and includes China, Iceland & Japan)

PUFFAFILL
PUFFATEX
PUFFADOWN

Signed as a deed
for and on behalf of
Fantail Limited
by Paul Botterill, a director
in the presence of:

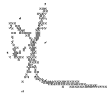


Name: Tessa-Jane Merrington

Address: 255A South Park Road, London SW19 8RY

Occupation: Director of Business Affairs

Signed as a deed
for and on behalf of
Puffa Brands Limited
by Melvin Thomas, a director
in the presence of:



Name: Tessa-Jane Merrington

Address: 255A South Park Road, London SW19 8RY

Occupation: Director of Business Affairs