

TRADEMARK ASSIGNMENT

Electronic 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
Dawson International Holdings (UK) Limited		08/28/2009	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Todd & Duncan Limited
Street Address:	191 West George Street
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G2 2LD
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77310288	BROWN ALLAN
Registration Number:	3213558	
Registration Number:	3326795	
Registration Number:	3551922	T&D
Registration Number:	3555318	T&D
Registration Number:	3162263	TODD & DUNCAN
Registration Number:	3162264	TODD & DUNCAN

CORRESPONDENCE DATA

Fax Number: (202)408-4400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2024084000
 Email: docketing@finnegan.com
 Correspondent Name: B. Brett Heavner
 Address Line 1: Finnegan, Henderson, et al.

OP \$190.00 77310288

Address Line 2: 901 New York Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 06073.0065

DOMESTIC REPRESENTATIVE

Name: B. Brett Heavner
Address Line 1: Finnegan, Henderson, et al.
Address Line 2: 901 New York Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER: B. Brett Heavner

Signature: /b. brett heavner/

Date: 01/19/2010

Total Attachments: 8

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DAWSON INTERNATIONAL HOLDINGS (UK) LIMITED

-and-

TODD & DUNCAN LIMITED

UK and COMMUNITY TRADE MARK ASSIGNATION

SUBJECT TO CONTRACT
Reference: DQB/HXL/Ni8611



No 1 Colmore Square, Birmingham, B4 6AA
T: 44(0)870 763 2000 F: 44(0)870 763 2001 DX 721090 Birmingham 43
Also At: 35 New Bridge St, London, EC4V 6BW
T: 44(0)870 763 2000 F: 44(0)870 763 2001 DX 42 London Chancery Lane
www.martineau-uk.com Email: lawyers@martineau-uk.com

This Assignment is dated 28 August 2009 (the "Assignment")

PARTIES

- (1) Dawson International Holdings (UK) Limited incorporated and registered in Scotland with company number SC054674 whose registered office is at Lochleven Mills Kinross KY13 8GL (the "Assignor").
- (2) Todd & Duncan Limited incorporated and registered in Scotland with company number SC355840 whose registered office is at 191 West George Street, Glasgow G2 2LD (the "Assignee").

Each a "Party" and together the "Parties".

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks (registered, applications and unregistered trade marks) in the territories listed in the Schedule (the "Trade Marks").
- (B) The Assignor agrees to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNATION

In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns its entire right, title and interest in and to the Trade Marks including the benefit of the applications for registration with the intention that, when the applications are granted, any such registrations shall vest in the Assignee and any common law rights and all the goodwill attaching to 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 any equivalent rights in any jurisdiction 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 its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks.

3. FURTHER ASSURANCE

The Assignor covenants that, at the 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 Assignment and/or the recordal of any transfer to the Assignee under it.

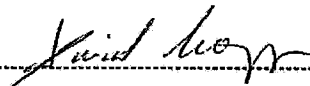
4. MISCELLANEOUS

- 4.1 The Parties do not intend that this Assignment will be enforceable by any third party.
- 4.2 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 4.3 The Parties irrevocably prorogate the non-exclusive jurisdiction of the Scottish courts to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

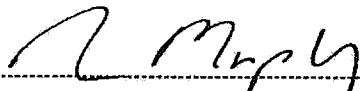
IN WITNESS WHEREOF this Assignment consisting of this and the preceding 1 page, together with the Schedule annexed, is executed as follows:

SUBSCRIBED for and on behalf of **DAWSON INTERNATIONAL HOLDINGS (UK) LIMITED**
at Glasgow on 28 August 2009

by:

Director: 

Full Name: David Gordon Cooper

in the presence of: 

Full Name: Orla Anne Murphy

Address: 191 West George St

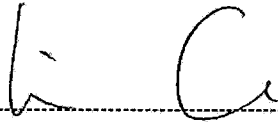
Glasgow

G2 2LD

Subscribed for and on behalf of
TODD & DUNCAN LIMITED

at Glasgow on 28 August 2009

by:

Director: 

Full Name: Iain Matheson Cormack

in the presence of: 

Full Name: Orla Anne Murphy

Address: 191 West George St

Glasgow

G2 2LD

THE SCHEDULE
Registered Intellectual Property

Trademark	Proprietor	Territory	Application/ Registration	Number	Class
BROWN ALLAN	Dawson International Holdings (UK) Limited ("DIH")	European Community	Registered	6384127	23, 24, 25
BROWN ALLAN	DIH	Hong Kong	Registered	300977842	23, 24, 25
BROWN ALLAN	DIH	China	Pending	6364622	23
BROWN ALLAN	DIH	China	Pending	6403678	24
BROWN ALLAN	DIH	China	Pending	6364621	25
BROWN ALLAN (stylised)	DIH	China	Pending	TBA	23
BROWN ALLAN (stylised)	DIH	China	Pending	TBA	24
BROWN ALLAN (stylised)	DIH	China	Pending	TBA	25
BROWN ALLAN	DIH	Republic of Korea	Registered	40-786842	23, 24, 25
BROWN ALLAN	DIH	USA	Accepted for Registration	77/310288	23/25
BROWN ALLAN	DIH	Japan	Registered	5204870	23, 24, 25
"GOAT" LOGO	DIH	USA	Registered	3213558	23
"GOAT" LOGO	DIH	European Community	Registered	6384499	23, 24, 25
"GOAT" LOGO	DIH	USA	Registered	3326795	25
GOAT LOGO	DIH	China	Pending	6403679	24
GOAT LOGO	DIH	China	Pending	6364624	23
GOAT LOGO	DIH	China	Pending	6364623	25

Trademark	Proprietor	Territory	Application/ Registration	Number	Class
GOAT LOGO	DIH	Hong Kong	Registered	300977932	23, 24, 25
GOAT LOGO	DIH	Japan	Registered	5204871	23, 24, 25
GOAT LOGO	DIH	Republic of Korea	Registered	40-767161	23, 24, 25
GOAT LOGO	DIH	Switzerland	Registered	573486	23, 24, 25
T & D	DIH	European Community	Registered	6383988	23, 24, 25
T & D	DIH	Hong Kong	Registered	300978823	23, 24, 25
T & D (stylised)	DIH	USA	Registered	3551922	23
T & D (stylised)	DIH	USA	Registered	3555318	23
T&D	DIH	China	Pending	6364529	23
T&D	DIH	China	Pending	6403680	24
T&D	DIH	China	Pending	6364520	25
T&D	DIH	Japan	Registered	5204869	23, 24, 25
T&D	DIH	Republic of Korea	Registered	40-2007-54947	23, 24, 25
TODD & DUNCAN	DIH	Hong Kong	Registered	300977833	23, 24, 25
TODD & DUNCAN (stylised)	DIH	USA	Registered	3162263	23
TODD & DUNCAN (stylised)	DIH	USA	Registered	3162264	23
TODD & DUNCAN LTD	DIH	Japan	Registered	2405729	23
TODD & DUNCAN	DIH	Republic of Korea	Registered	40-787487	23, 24, 25
TODD & DUNCAN	DIH	China	Pending	6364372	23
TODD &	DIH	China	Pending	6403474	24

Trademark	Proprietor	Territory	Application/ Registration	Number	Class
DUNCAN					
TODD & DUNCAN	DIH	Japan	Registered	5204868	23, 24, 25
TODD & DUNCAN	DIH	China	Pending	6364371	25
Todd & Duncan in Chinese characters	DIH	China	Pending	TBA	23
Todd & Duncan in Chinese characters	DIH	China	Pending	TBA	24
Todd & Duncan in Chinese characters	DIH	China	Pending	TBA	25
TODD & DUNCAN	DIH	European Community	Registered	6383831	23, 24, 25
TODD & DUNCAN CASHMERE	Dawson Cashmere LLC	USA	Registered	2818233	25
T & D CASHMERE	Dawson Cashmere LLC	USA	Registered	2818234	25
TODD & DUNCAN	DIH	Switzerland	Pending	54255/2009	23, 24, 25
T&D	DIH	Switzerland	Pending	54246/2009	23, 24, 25

Unregistered Trade Marks

Business Name	Territory
Todd & Duncan	China
Todd & Duncan	France
Todd & Duncan	Germany
Todd & Duncan	Italy
Todd & Duncan	Korea
Todd & Duncan	Switzerland
Todd & Duncan	Uruguay