

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
Canterbury International Limited		08/04/2009	COMPANY: NEW ZEALAND

RECEIVING PARTY DATA

Name:	Hallco 1698 Limited
Street Address:	3 Hardman Square
Internal Address:	Spinningfields
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M3
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76296374	CCC
Serial Number:	75475580	CCC
Serial Number:	74163721	CANTERBURY OF NEW ZEALAND

CORRESPONDENCE DATA

Fax Number: (303)473-2720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-473-2710
 Email: docket@hollandhart.com, shavlick@hollandhart.com
 Correspondent Name: Scott S. Havlick
 Address Line 1: P.O. Box 8749
 Address Line 2: Attention: Tracy Baker
 Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	55047.0003
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DOMESTIC REPRESENTATIVE

900162562

**TRADEMARK
 REEL: 004208 FRAME: 0938**

OP \$90.00 76296374

Name: Scott S. Havlick
Address Line 1: P.O. Box 8749
Address Line 2: Attention: Tracy Baker
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:

Scott S. Havlick

Signature:

/Scott S. Havlick/

Date:

05/19/2010

Total Attachments: 13

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Dated 4 August 2009

(1) CANTERBURY INTERNATIONAL LIMITED (IN LIQUIDATION)

(2) SHAUN NEIL ADAMS AND IAN CHARLES THURSFIELD

(2) HALLCO 1698 LIMITED

TRADE MARK DEED OF ASSIGNMENT

Halliwells

BETWEEN:

- (1) **CANTERBURY INTERNATIONAL LIMITED (in liquidation)** a company registered in New Zealand (Company No. 100943), whose registered office is at 147 Nelson Street, Auckland, New Zealand acting by the Liquidators (the "Assignor");
- (2) **SHAUN NEIL ADAMS AND IAN CHARLES THURSFIELD** of **KPMG**, PO Box 1584, Shortland Street, Auckland 1140, New Zealand (the "Liquidators"); and
- (2) **HALLCO 1698 LIMITED**, a company registered in England and Wales (Company No. 6930025) whose registered office is at 3 Hardman Square, Spinningfields, Manchester M3 (the "Assignee").

RECITAL

Pursuant to the Sale Agreement, the Assignor has agreed to purchase and the Assignor (acting by the Liquidators) have agreed to procure the sale to the purchaser of whatever right, title and interest the Assignor may have in and to the CIL Trade Marks.

1 Definitions and Interpretation

- 1.1 In this Deed of Assignment, including the Recitals above, the following expressions shall have the following meanings:

"CIL Trade Marks"

those trade marks set out in schedule 1;

"Sale Agreement"

the sale and purchase agreement of even date entered into, inter alia, between the parties to this Deed of Assignment.

2 Assignment

In consideration of the payment under the Sale Agreement of the sum due in respect of this Assignment by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor hereby assigns to the Assignee whatever right title and interest it may have in and to the CIL Trade Marks, including (without limitation):

- 2.1 all rights of action arising or accrued in relation to any of the CIL Trade Marks, including (but not limited to):
 - 2.1.1 all statutory and common law rights; and
 - 2.1.2 the right to seek and recover damages or any other remedies in respect of any infringement of any of the CIL Trade Marks prior to the date of this Deed of Assignment;
- 2.2 the right to apply for, prosecute and obtain registered trade marks, registered designs or similar protection in the name of the Assignee throughout the world in respect of the names and marks comprised in any of the CIL Trade Marks, including the right to claim priority from any of the CIL Trade Marks; and
- 2.3 all goodwill attaching to or associated with any of the CIL Trade Marks.

3 **Further Assurance**

The Assignor and the Liquidators (for at least a period of 3 months following the date of this Deed of Assignment) shall, at the request and expense of the Assignee, do or procure the doing of all such further acts and execute or procure the execution of all such documents (including any document required by any relevant trade mark registry) as may from time to time be reasonably required by the Assignee to give full effect to the terms of this Deed of Assignment.

4 **Exclusion of Personal Liability**

The Liquidators are party to this Assignment only for the purpose of receiving the benefit of this declaration and any other covenants, conditions or provisions in their favour contained in this Agreement and neither the Liquidators nor their partners, firm, employees or agents shall incur any personal liability (nor any liability ranking as an expense of the Insolvency of the Assignor) howsoever arising under or in connection with this Assignment or the transaction hereby agreed or under any deed or other document or agreement entered into pursuant to or in connection with this Assignment.

5 **Exclusion of Representations and Warranties**

The Assignee admits that the Assignee has inspected and made all investigations it wishes concerning the CIL Trade Marks and that the Assignee enters into this Assignment solely as a result of that inspection and investigation and on the basis of the terms of this Assignment and not in reliance upon representations or warranties whether written or oral express or implied made by or on behalf of the Assignor or the Liquidators or their employees or any agents or representatives thereof or any of them.

6 **Counterparts**

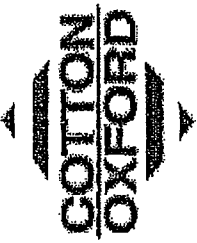

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, all of which taken together constitute one and the same instrument.


7 **Governing Law**



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




IN WITNESS whereof this Deed of Assignment has been exercised as a **DEED** the day and year first above written.


Schedule 1


Country	Trade Mark	Application Number	Registration Number	Class	Goods/Services	Status	Application Date
Australia	COTTON OXFORD LOGO 	1034401	1034401	25	Clothing, footwear and headwear used for sporting activities; clothing, footwear and headgear bearing the indicia, colours and any licensed trade marks for sporting personalities, events or teams	Registered	15/12/2004
Australia	TEMEX	737169	737169	24	Clothing fabrics in this class including active sportswear fabric	Registered	18/06/1997 (Priority date 18 December 1996)
Australia	TEMEX logo 	737170	737170	25	Clothing, footwear, headgear.	Registered	18/06/1997
Australia	THE UGLY'S	605490	605490	25	Articles of clothing, footwear, headgear.	Registered	24/06/1993
Australia	UGLIES	451093	451093	25	Articles of clothing	Registered	27/08/1986
Canada	CANTERBURY	0485384	TMA340981	25	(1) men's and women's sportswear, namely rugby jersey shirts, shorts, pants, sweaters, jackets, jogging suits, hosiery, t-shirts and	Registered	6/04/1982


Canada	CANTERBURY OF NEW ZEALAND	684621	402684	25, 24	pullovers (2) hosiery; articles of clothing namely rugby jersey, shirts, shorts, pants, sweaters, jackets, suits, hats, scarves, t-shirts and pullovers. Articles of clothing namely rugby jerseys, shirts, skirts, pants, sweaters, jackets, suits, jogging suits, t-shirts, pullovers, hats, scarves, coats, snowsuits, underwear, tides, headbands, socks, hosiery, yarns and fabrics	Registered	21/06/1991
Canada	CC CANTERBURY OF NEW ZEALAND logo 	1198967	645268	18, 25, 28, 35	Class 18: Bags namely suitcases, traveling bags, all purpose sport and athletic bags Class 25: Clothing, headgear and footwear namely hats, caps, visors, belts, rugby boots, shoes, rugby headgear, and sport apparel Class 28: Sporting articles namely rugby balls, water bottles, rugby protective pads Class 35: Retail services in relation	Registered	05/12/2003


Canada	CCC Logo 	522582	313107	25	to clothing, headgear, footwear, hats, caps, rugby boots, rugby headgear, sports apparel, bags, sporting articles, rugby gear and rugby balls. Men's and women's sportswear, namely, hosiery, pullovers, jerseys, t-shirts, shorts and pants, suits, jackets and sweaters.	Registered	25/05/1984
Canada	CCC Logo 	1094569	606030	18, 28, 35	Class 18: Bags, namely suitcases, travelling bags, all purposes sport and athletic bags; Class 28: balls, namely rugby balls, touch balls, rugby league balls. Class 35: Retail services in relation to clothing, headgear and footwear, hats, caps, rugby boots, rugby headgear, sports apparel, bags, sporting articles, rugby gear and rugby balls.	Registered	1/03/2001
Canada	THE UGLIES	761003	443765	25	Rugby jerseys for sportswear and leisure wear.	Registered	8/08/1994
Canada	THE WORLD'S TOUGHEST	758213	450712	25	Clothing and accessories, namely rugby jerseys,	Registered	24/06/1994

	ACTIVEWEAR									
Hong Kong	TEMEX Logo 	9279 of 1997	B05646 of 1999	25	shirts, shorts, pants, sweaters, jackets, jogging/tracksuits, t-shirts, pullovers, skirts, coats, hats, scarves, hosiery, crests, ties, headbands.	Registered	4/07/1997			
Indonesia	CCC CANTERBURY Logo 	D99-14477	462082	25	Clothing, footwear, and headgear	Registered	13/08/1999			
Indonesia	CCC Logo 	6734	318260	25	Clothing, including boots, shoes and slippers	Registered	15/07/1993			
New Zealand	ACTION	78270	78270	25	Articles of clothing excluding uniforms of all descriptions	Registered	9/04/1965			

New Zealand	BARBARIANS	231046	231046	25	Clothing, footwear, headgear.	Registered	14/10/1993
New Zealand	COTTON OXFORD	243817	243817	25	Articles of clothing; shirts, shorts, trousers, socks, tracksuits, athletic vests, caps and hats	Registered	8/12/1994
New Zealand	IMPULSE	213126	213126	25	Articles of clothing.	Registered	24/09/1991
New Zealand	PEERLESS	43410	43410	25	Articles of clothing excluding ties.	Registered	15/08/1946
New Zealand	TEAMTECH	286368	286368	18, 25, 28	Class 18: goods made from leather and imitations of leather, not included in other classes; bags in this class; umbrellas Class 25: footwear; clothing; headgear Class 28: sporting goods in this class; balls; protective padding for use in sport	Registered	18/12/1997
New Zealand	TEMEX	270882	270882	25	Clothing fabrics in this class including active sportswear fabrics	Registered	18/12/1996
New Zealand	TEMEX Logo 	701911	701911	24, 25	Class 24: textiles and fabrics in this class including active sportswear fabric class 25: clothing, footwear, and headgear	Registered	22/09/2003
New Zealand	THE FRONT ROW	234499	234499	25	Articles of clothing and headgear excluding footwear	Registered	24/02/1994
New Zealand	THE UGLY'S	147578	147578	25	Articles of clothing.	Registered	15/06/1983

Zealand	UGLIES	227947	227947	25	Articles of clothing, footwear, headgear.	Registered	23/06/1993
New Zealand	CANterbury boxed logo	30586	241249	25	Clothing, footwear and headgear	Registered	22/11/2000
							
United States of America	CANTERBURY OF NEW ZEALAND	74163721	1689124	25	women's clothing; namely, woolen, cotton, cotton blend, and man-made fiber in knitted and woven construction shirts, pants, rugby jerseys, sweaters, T-shirts, leisure jackets, shorts, [dresses, skirts, blouses and hosiery; children's clothing; namely, woolen, cotton, cotton blend, and man-made fiber in knitted and woven construction shirts, pants, rugby jerseys, sweaters, T-shirts, leisure jackets, shorts, [dresses, skirts, blouses and hosiery; men's clothing; namely, woolen, cotton, cotton blend, and man-made fiber in knitted and woven construction shirts, pants,	Registered	5/06/1991

	<p>rugby jerseys, sweaters, T-shirts, leisure jackets, shorts, hosiery, [rainwear for boaters, caps, warm-up suits, swimshorts,] sports shorts, french terry and fleece tops - knit tops, french terry and fleece bottoms - knit bottoms, active jackets [and turtle-necks]</p>	Registered	28/04/1998
<p>Class 18: bags, namely, [suitcases, travelling bags,] all purpose sport and athletic bags. Class 25: sportswear, namely rugby boots, sports shoes, sports shorts, sweaters, t-shirts, rugby jerseys, shorts, tracksuits, namely track pants and track jackets, fleece tops, knit tops, fleece bottoms, knit bottoms, caps, socks, leisure jackets, shirts, pants, [dresses, skirts,] blouses [and hosiery].</p>	Class 18: 18, 25, 28	2556368	75475580
<p>Class 28: balls, namely, rugby balls, touch balls, rugby league balls</p>	Retail services in relation to clothing, headgear and footwear, hats, caps, rugby boots, rugby	Registered	8/08/2001
<p>United States of America</p>	<p>CCC Logo</p> 	76296374	2798506
<p>United States of America</p>	<p>CCC Logo</p>	35	75475580

											headgear, sports apparel, bags, sporting articles, rugby gear and rugby balls			
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SIGNED by **SHAUN NEIL ADAMS** as)
Joint Liquidator acting without personal)
liability for and on behalf of)
CANTERBURY INTERNATIONAL)
LIMITED (IN LIQUIDATION) in the)
presence of:
Witness



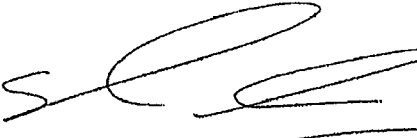
Signature Shaun Neil Adams

Name S. Adams

Address 18 Viaduct Harbour Ave
Auckland

Occupation Financial Advisor

SIGNED by **SHAUN NEIL ADAMS** on)
behalf of himself and **IAN CHARLES**)
THURSFIELD the presence of:)



Witness

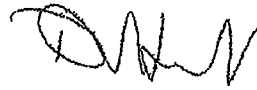
Signature Shaun Neil Adams

Name S. Adams

Address 18 Viaduct Harbour Ave
Auckland

Occupation Financial Advisor

SIGNED by TIMOTHY JAMES HUNT)
Director for and on behalf of HALLCO)
1698 LIMITED in the presence of:)



Witness

Signature CCJ

Name A. CARLSON

Address 105 S. IRELAND MILWAUKEE
WISCONSIN 53101

Occupation SECRETARY