

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
Line 7 Limited (in receivership)		10/09/2009	CORPORATION: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Charles Parsons (NZ) Limited		
Street Address:	525 Rosebank Rd.		
City:	Avondale, Auckland		
State/Country:	NEW ZEALAND		
Entity Type:	COMPANY: NEW ZEALAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1509307	L7	
Registration Number:	2516779	LINE 7	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-638-6666		
Email:	trademark@jhip.com, rpierce@jhip.com, jholman@jhip.com		
Correspondent Name:	John Clarke Holman		
Address Line 1:	Jacobson Holman PLLC		
Address Line 2:	400 7th St., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	T04410		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$65.00 1509307

900169562

**TRADEMARK
 REEL: 004261 FRAME: 0988**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

John Clarke Holman

Signature:

/John Clarke Holman/

Date:

08/17/2010

Total Attachments: 5

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LINE 7 LIMITED (IN RECEIVERSHIP)

CHARLES PARSONS (NZ) LIMITED

CONFIRMATORY DEED OF ASSIGNMENT
OF TRADE MARKS IN THE UNITED STATES

PARTIES

LINE 7 LIMITED (IN RECEIVERSHIP), a New Zealand company at C/- KordaMentha, Level 16, 45 Queen Street, Auckland ("Assignor")

CHARLES PARSONS (NZ) LIMITED, a New Zealand company at 525 Rosebank Road, Avondale, Auckland ("Assignee")

INTRODUCTION

- A. The Assignor is the owner of the trade marks (including the registrations for those trade marks) set out in the Schedule ("Trade Marks").
- B. By agreement dated *9 October 2009* the Assignor assigned to the Assignee all of the Assignor's rights, title and interest in and to the Trade Marks ("Agreement").
- C. The Assignor has agreed to confirm such assignment under the Agreement, subject to the terms and conditions of this deed.

COVENANTS

1. ASSIGNMENT

- 1.1 In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby confirms the assignment by the Assignor to the Assignee of the Trade Mark Rights under the Agreement.
- 1.2 **Definition:** For the purposes of clause 1.1, "Trade Mark Rights" means all of the Assignor's rights, title and interest in and to:
 - (a) the Trade Marks;
 - (b) any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which they have been used; and
 - (c) the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks.
- 1.3 **Rights of action:** The assignments effected or confirmed by clause 1.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

2. GENERAL

2.1 Further assurances: The Assignor agrees to execute any further documents that may be required to give effect to the assignment and confirmation in this deed.

2.2 Waiver: No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

2.3 Facsimile counterparts:

(a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.

(b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

2.4 Governing law: The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

2.5 Liability of Receiver: The provisions of clause 2.4 of the Agreement shall apply to this deed, except that references in clause 2.4 of the Agreement to "Agreement", "Purchaser" and "Vendor" shall in this deed be deemed to be to "deed", "Assignee" and "Assignor" respectively.

SIGNED AS A DEED

SIGNED on behalf of LINE 7 LIMITED (IN RECEIVERSHIP) by its Receivers as agent and without any personal liability:


Signature of Receiver

Grant Graham
Name of Receiver


9/10/09
Date


Signature of Receiver

Brendan Gibson
Name of Receiver

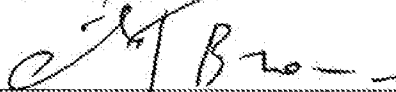
9/10/09
Date

SIGNED on behalf of CHARLES
PARSONS (NZ) LIMITED by:


Signature of Director

Phil Southgate
Name of Director

06/10/09
Date



Signature of Director

Michael Brown
Name of Director

6/10/09
Date

SCHEDULE

Trade Marks:

Country	Number	Mark	Class	Status
United States	1509307		25	Registered
United States	2516779	LINE 7	18, 25	Registered