

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
Societe Nationale Chemin de Fer Francaise - S.N.C.F.		08/31/2010	Industrial & Commercial Public Establishment: FRANCE
RECEIVING PARTY DATA			
Name:	Eurostar International Limited		
Street Address:	Times House		
Internal Address:	Bravingtons Walk		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	N1 9AW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2873053	EUROSTAR	
Registration Number:	2273337		
Registration Number:	2205126	EUROSTAR	
Registration Number:	3675122		
Serial Number:	75313718	EUROSTAR	
CORRESPONDENCE DATA			
Fax Number:	(212)370-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 661 1400		
Email:	ddonnelly@vonmaltitz.com		
Correspondent Name:	Diane Donnelly		
Address Line 1:	von Maltitz, Derenberg, Kunin et al		
Address Line 2:	60 East 42nd Street, Suite 2446		
Address Line 4:	New York, NEW YORK 10165		

OP \$140.00 2873053

ATTORNEY DOCKET NUMBER:

884/238

DOMESTIC REPRESENTATIVE

Name: Diane Donnelly
Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER:

Diane Donnelly

Signature:

/Diane Donnelly/

Date:

12/13/2010

Total Attachments: 8

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CONTRIBUTION AGREEMENT

DATED

between

SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS

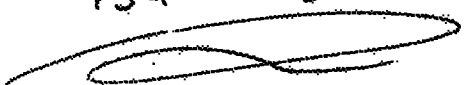
and

EUROSTAR INTERNATIONAL LIMITED

in the presence of

SOCIETE NATIONALE DES CHEMINS DE FER BELGES

I hereby certify that this is a true
copy of the original.


Alexander Selarson Høygaard
Solicitor

En accord entre les parties, les
présentes ont été reliées par le
procédé ASSEMBLACT R.O.
empêchant toute substitution ou
addition et sont soigneusement alignées
à la dernière page.

THIS CONTRIBUTION AGREEMENT IS ENTERED INTO BETWEEN:

Société Nationale des Chemins de fer Français, a French National Public Establishment with Industrial and Commercial Purpose (*Etablissement Public Industriel et Commercial*), whose registered office is located at 34, rue du Commandant Mouchotte, 75699 Paris, France, registered with the Trade and Companies Registry of Paris under the number B 552 049 447,

hereafter referred to as "SNCF" or the "Contributor",

and

Eurostar International Limited, a company incorporated in England and Wales (registered number 02462001) whose registered office is located at Times House, Bravington Walk, London N1 9AW,

hereafter referred to as "EIL" or the "Beneficiary",

The Contributor and the Beneficiary are individually referred hereinafter to as a "Party" and collectively referred to as the "Parties",

In the presence of

Société Nationale des Chemins de fer Belges, a public company limited by shares (*société anonyme de droit public/naamloze vennootschap van publiek recht*) incorporated under the laws of Belgium whose registered office is located at Porte de Hal 40, 1060 Brussels, Belgium, enterprise number 0869,763,069 RPM/RPR Brussels,

hereafter referred to as "SNCB".

WHEREAS:

- (A) The Beneficiary manages and operates, jointly with the Contributor and SNCB, international high-speed passenger train services between the United Kingdom, France and Belgium through the Fixed Link, with intermediate stops (the business of managing and operating such services is referred to, as a whole, as the "Eurostar Business").
- (B) On 25 February 2010, the Contributor, SNCB, the Beneficiary, the DfT, LCR and British Railways Board ("BRB") entered into a framework agreement (the "Framework Agreement") pursuant to which the Contributor and SNCB each agreed, *inter alia*, to transfer their respective parts of the Eurostar Business to the Beneficiary so as to establish the Beneficiary as an international railway undertaking capable of operating the Eurostar Business as a stand-alone railway undertaking (*entreprise ferroviaire*), and to each take up shareholdings in the Beneficiary corresponding to their respective contributions.
- (C) The Parties are required, pursuant to the terms of the Framework Agreement, to enter into the present Agreement to transfer the French Business to the Beneficiary.
- (D) At the same time, (a) the Contributor shall make available to the Beneficiary other elements of the Eurostar Business, in particular certain trainsets pursuant to trainset leases and certain services under various services agreements, and (b) French Railways Limited shall contribute its shares in Eurostar Group Limited ("EGL") to the Beneficiary, all as further set out in the Framework Agreement.

HEREBY AGREED AS FOLLOWS:

DEFINITIONS

"Advance Ticket Sales" means Eurostar tickets sold prior to the Effective Time for travel on or after the Effective Time.

"Agreement" refers to the present agreement.

"Apportioned Obligations" has the meaning given to it in Article 8.4

"Beneficiary" has the meaning given to it in the Recitals.

"BRB" has the meaning given to it at paragraph (B) of the Preamble.

"Business Day" means a day when banks are open for business in France and in the United Kingdom.

"Completion Date" means the date of this Agreement.

"Contribution" means the contributions made pursuant to Article 2.1.

"Contributor" has the meaning given to it in the Recitals.

"DFT" means the United Kingdom Secretary of State for Transport, of Great Minster House, 76 Marsham Street, London SW1P 4DR, United Kingdom.

"Effective Time" means 23:59 GMT on the Completion Date.

"EFT Scheme Settlement Date" means the date falling fifteen days after the end of the month in which the Completion Date falls.

"EGL" has the meaning given to it at paragraph (D) of the Preamble.

"Entire Eurostar Fleet" means:

- a) the 27 TMST 3C trainsets to be operated by the Beneficiary from the Effective Time in connection with the Eurostar Business;
- b) the 3 TM trainsets owned at the date of this Agreement by SNCF and the single TM trainset owned at the date of this Agreement by SNCB; and
- c) the NOL Sets.

"Estimated EGL Net Debt" has the meaning given to it in the Framework Agreement.

"Eurostar Business" has the meaning given to it at paragraph (A) of the Preamble.

"Eurostar Frequent Traveller Scheme" means the loyalty points programme of that name operated in connection with the Eurostar Business by SNCF, SNCB and the Beneficiary as at the date of this Agreement.

"Eurostar Trademarks" means the trademarks listed in Schedule 2.1(c).

"Excluded Liabilities" has the meaning given to it in Article 2.4.

"Fixed Link" has the meaning given to it in the Framework Agreement.

"Framework Agreement" has the meaning given to it at paragraph (B) of the Preamble.

"French Business" means that part of the Eurostar Business (including the assets of such business and all the property and rights relating to those assets) currently owned and operated by the Contributor, which is necessary for the Beneficiary to operate as a viable and successful stand-alone railway undertaking, and to be transferred by the Contributor to the Beneficiary under the terms of this Agreement, excluding that part of the Eurostar Business (including the assets of such business and all the property and rights relating to those assets) currently owned by the Contributor to be transferred to the Beneficiary as described in Paragraph (C) of the Preamble.

"FIL" has the meaning given to it in the Recitals.

"Goodwill" means the goodwill (*clientele*) of the Contributor in connection with the French Business including, without limitation, the exclusive right of the Beneficiary to represent itself as carrying on the French Business in succession to the Contributor.

"LCR" means London & Continental Railways Limited, a company registered in England and Wales (registered no. 02966054), whose registered office is at 3rd Floor, 183 Eversholt Street, London NW1 1AY, United Kingdom.

"Liabilities" has the meaning given to it at Article 2.4.

"NOL Sets" means the 7 TMST sets owned by the Beneficiary known as the North of London Sets, 6.5 of which are leased as at the date of this Agreement by the Beneficiary to SNCF.

"Other Trademarks" means the trademarks listed in Schedule 2.1(d).

"Party (ies)" has (have) the meaning given to it in the Recitals.

"Post-Completion Date Apportioned Period" has the meaning given to it in Article 8.4.

"Pre-Completion Date Apportioned Period" has the meaning given to it in Article 8.4.

"RMF Settlement Date" means the date falling three days after the end of the month in which the Completion Date falls.

"SNCB" has the meaning given to it in the Recitals.

"SNCF" has the meaning given to it in the Recitals.

"SNCF Advance Ticket Sales Receipts Entitlement and Untraveled Tickets Liability" means (i) the amount of cash which SNCF is entitled to receive or retain in respect of Advance Ticket Sales under the Tri-Partite Protocol and the Bi-Partite Protocol, net of any sales commission which SNCF is entitled to retain in respect of the Advance Ticket Sales under the Bi-Partite Protocol and the Tri-Partite Protocol, and (ii) the amount of cash required to meet SNCF's share under the Bi-Partite Protocol and the Tri-Partite Protocol of the cost of refunds and exchanges of tickets to holders of tickets valid for a date in the two months prior to the Effective Time which were not travelled, in each case as calculated on behalf of SNCB, SNCF and the Operator by Rail Manche Finance BBIG on or before the RMF Settlement Date.

"SNCF Subscription Shares" means the 2,746 ordinary shares of £1 each in the share capital of the Beneficiary to be allotted (credited as fully paid) to the Contributor pursuant to clause 4.1 and Schedule 2 to the Framework Agreement.

"Spare Power Car" means the spare Eurostar TMST power car with number 373999.

"Stocks of Spare Parts" means the common pool of stocks and spares acquired by SNCF, SNCB and/or the Beneficiary from time to time for the purposes of maintaining the Entire Eurostar Fleet excluding the NOL Sets.

"Stocks of Spare Parts Inventory" means the list of Stocks of Spare Parts as prepared pursuant to Part A of Schedule 5 of the Framework Agreement.

"Transferred Licences" has the meaning given to it in Article 2.6.

"Untraveled Tickets" means the cost of refunds and exchanges of tickets to holders of Eurostar tickets valid for a date in the two months prior to the Effective Time which were not travelled.

SCOPE OF THE CONTRIBUTION

Contribution

The Contributor shall contribute to the Beneficiary, who accepts the Contribution, subject to the terms and conditions of this Agreement, the assets listed below (including all the rights and property relating to such assets), free from any privileges, charges and pledges, and under statutory guarantees and the guarantees stipulated in this Agreement, with effect from the Effective Time (with the exception of the application of Article 2.2 below):

- (a) The Goodwill;
- (b) The right to use the name Eurostar;
- (c) The joint ownership rights of the Contributor in the Eurostar Trademarks listed in Schedule 2.1(c);
- (d) The Other Trademarks listed in Schedule 2.1(d);
- (e) The joint ownership rights of the Contributor in the Stocks of Spare Parts described in Schedule 2.1(e);
- (f) The joint ownership rights of the Contributor in the Spare Power Car;
- (g) The joint ownership rights and other ownership rights (if any) of the Contributor in the documentation in relation to level 2 and 3 maintenance of Eurostar TMST 3C Train Sets listed in Schedule 2.1(g);
- (h) The fixtures, fittings and office equipment:
 - (i) at Gare du Nord listed in Schedule 2.1(h)(i);
 - (ii) at other French stations used for Eurostar services, listed in Schedule 2.1(h)(ii);
 - (iii) at the Centre of Operations in Lille, listed in Schedule 2.1(h)(iii); and
 - (iv) at Eurostar offices in Bercy, listed in Schedule 2.1(h)(iv);

15. NOTIFICATIONS

For purposes of implementation of the provisions set forth in this Agreement, all notifications shall be made by registered letter with return receipt, by extra-judicial act, teletype or by email confirmed by registered letter with return receipt, sent to the legal representative at the head office of the Party concerned, as mentioned in this Agreement.

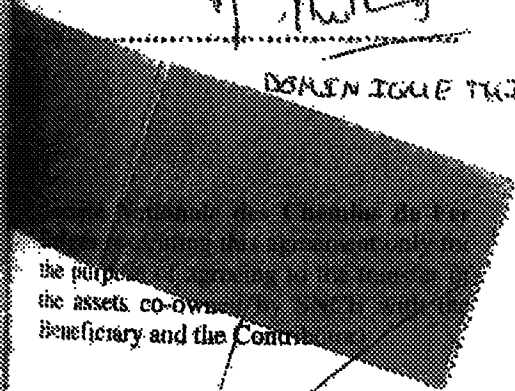
Made in Luxembourg, on 31/08/2010 in (()) originals by:

Société Nationale des Chemins de Fer
Français

Eurostar International Limited

DOMINIQUE TRÉLLARD

By: RICHARD BROWN



the purpose of...
the assets co-owned...
beneficiary and the Contract...

Le Directeur-Général
Richard Gayetot

En accord entre les parties, les présentes ont été ratifiées par le procédé ASSEMBLEADI E.C. empêchant toute substitution ou addition et quel qu'en soit le nombre.

Schedule 2.1(c)

List of Eurostar Trademarks

In the following table, the expression "The Networks" shall refer to SNCF, SNCB and Eurostar (U.K.)
(being today Eurostar International Limited).

219	United Kingdom	The Networks	1465372	22-Aug-97	1465372	1465372	EUROSTAR 2305 EUROSTAR & TRAIN LOGO IN COLOUR	39	
220	United Kingdom	The Networks	1465373	22-Sep-95	1465373	1465373	EUROSTAR 2305 EUROSTAR & TRAIN LOGO IN COLOUR	39	
221	United Kingdom	The Networks	2186680A	25-Nov-04	2186680A	2186680A	EUROSTAR	3, 6, 8, 11, 12, 14, 16, 18, 21, 24, 25, 26, 28, 34, 35, 38, 39, 41	
222	United Kingdom	The Networks	1465370	19-Jan-96	1465370	1465370	EUROSTAR	42	
223	United Kingdom	The Networks	1467067	19-Jan-96	1467067	1467067	EUROSTAR	39	
224	United Kingdom	The Networks	2136688B	17-Apr-08	2136688B	2136688B	EUROSTAR	8, 33, 42	
225	United Kingdom	The Networks	1465375	04-Jul-97	1465375	1465375	EUROSTAR & DEVICE (BMW)	28	
226	United Kingdom	The Networks	1465372	22-Aug-97	1465372	1465372	EUROSTAR 2305 EUROSTAR & DEVICE IN COLOUR	28	
227	United Kingdom	The Networks	1465373	22-Sep-95	1465373	1465373	EUROSTAR 2305 EUROSTAR & DEVICE IN COLOUR	39	
228	United Kingdom	The Networks	2389293	03-Nov-05	2389293	2389293	EUROSTAR + WAVY LINE & STAR LOGO	8, 21, 43	
229	United Kingdom	The Networks	2469628	08-May-06	2469628	2469628	EUROSTAR FOR TOMORROW (SERIES OF 2) IN COLOUR	12, 16, 25, 26, 35, 38, 43	
230	United States of America	The Networks	2879053	17-Aug-04	2879053	2879053	EUROSTAR	3, 9, 12, 28, 39, 42	
231	United States of America	The Networks	2273887	31-Aug-99	2273887	2273887	WAVY LINE & STAR LOGO	39	
232	United States of America	The Networks	2206128	24-Nov-98	2206128	2206128	EUROSTAR	39	
233	United States of America	The Networks	3675122	01-Sep-09	3675122	3675122	WAVY LINE & STAR LOGO	8, 12, 14, 16, 18, 24, 25, 26, 35, 38, 41, 43, 45	
234	United States of America	The Networks	7531371B	24-Jun-97	7531371B	7531371B	EUROSTAR	14, 16, 18, 35	

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