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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.106/24/2011  
900195396

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
36 SOUTH INVESTMENT MANAGERS LTD		01/05/2011	Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	RICHARD JEREMY HAWORTH		
Street Address:	189 Vaughans Road		
City:	RD2 Albany, Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	0792		
Entity Type:	INDIVIDUAL: <i>New Zealand</i>		
Name:	RICHARD JOHN HOLLINGTON		
Street Address:	1-99 Hebron Road,		
City:	Torbay, Auckland,		
State/Country:	NEW ZEALAND		
Entity Type:	INDIVIDUAL: <i>New Zealand</i>		
Name:	MICHAEL LEE TASKER		
Street Address:	9 Capem Road,		
City:	Wandsworth, London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW18 3EE,		
Entity Type:	INDIVIDUAL: <i>New Zealand</i>		
Name:	GUY CHRISTOPHER DIXON		
Street Address:	18 Sheik Hamdan Villas,		
City:	Umm, Suqeim,		
State/Country:	UNITED ARAB EMIRATES,		
Entity Type:	INDIVIDUAL: <i>New Zealand</i>		

OP \$65.00 85170309

TRADEMARK

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Name:	MONIQUE LE ROUX
Street Address:	Flat 10, 2 Georgia Terrace
City:	Albany, Auckland
State/Country:	NEW ZEALAND
Postal Code:	0632
Entity Type:	INDIVIDUAL: <i>New Zealand</i>

Name:	KAREN FORSHAW
Street Address:	12 Tactus Place,
City:	Glenfield, Auckland
State/Country:	NEW ZEALAND
Postal Code:	0629,
Entity Type:	INDIVIDUAL: <i>New Zealand</i>

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85170309	36 SOUTH
Serial Number:	85170295	QUADRIVIUM

## CORRESPONDENCE DATA

Fax Number: (202)857-6395  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-857-6073  
 Email: modzeleski.david@arentfox.com  
 Correspondent Name: David Modzeleski  
 Address Line 1: 1050 CONNECTICUT AVE NW  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036-5303

ATTORNEY DOCKET NUMBER:	022812.00058
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## DOMESTIC REPRESENTATIVE

Name: David Modzeleski  
 Address Line 1: 1050 CONNECTICUT AVE NW  
 Address Line 2: ARENT FOX LLP  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036-5303

## DOMESTIC REPRESENTATIVE

Name: David Modzeleski  
 Address Line 1: 1050 CONNECTICUT AVE NW  
 Address Line 2: ARENT FOX LLP  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036-5303

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Name: David Modzeleski  
 Address Line 1: 1050 CONNECTICUT AVE NW  
 Address Line 2: ARENT FOX LLP  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036-5303

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## DOMESTIC REPRESENTATIVE

Name: David Modzeleski  
 Address Line 1: 1050 CONNECTICUT AVE NW  
 Address Line 2: ARENT FOX LLP  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036-5303

NAME OF SUBMITTER:

David Modzeleski

Signature:

/David Modzeleski/

Date:

06/24/2011

Total Attachments: 18  
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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

**TRADE MARK ASSIGNMENT**

THIS ASSIGNMENT made with effect from 5th January 2011

**BETWEEN:**

36 SOUTH INVESTMENT MANAGERS LTD of Level 1 Shed 24 Prince's Wharf, 147 Quay Street, Auckland, New Zealand (hereinafter referred to as "the Assignor")

**AND**

- (1) RICHARD JEREMY HAWORTH of 189 Vaughens Road, RD2 Albany, Auckland 0792, New Zealand (acting in his capacity for and on behalf of the Peregrine Trust, a trust constituted by deed of trust on 8 March 2004);
- (2) RICHARD JOHN HOLLINGTON of 1-89 Hebron Road, Torbay, Auckland, New Zealand (acting in his capacity for and on behalf of the Bolvodere Trust, a trust constituted by deed of trust on 15 March 2008);
- (3) MICHAEL LEE TASKER of 9 Capern Road, Wandsworth, London SW18 3EE, United Kingdom;
- (4) GUY CHRISTOPHER DIXON of 16 Sheikh Hamdan Villas, Umm, Suqaim, UAE; and
- (5) MONIQUE LE ROUX of Flat 10, 2 Georgia Terrace, Albany, Auckland 0632, New Zealand (acting in her capacity for and on behalf of the Le Roux family trust, a trust constituted by deed of trust on 1 December 2003);
- (6) KAREN FORSHAW of 12 Tactius Place, Glenfield, Auckland 0629, New Zealand (acting in her capacity as trustee for and on behalf of the Le Roux Family Trust, a trust constituted by deed of trust on 1 December 2003)

(hereinafter referred to as "the Assignees")

**WHEREAS:**

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Pursuant to a special resolution of the shareholders of the Assignor dated 4 January 2011 the Assignees shall acquire all the assets of the business operated by the Assignor including all goodwill of the business; and pursuant to a deed of assignment dated 5th January 2011 executed in seven counterparts by the shareholders of the Assignor (a copy of which is attached) the Assignor has transferred all the assets of the business, including all goodwill of the business, to the Assignees excluding the trade marks which are now assigned herein:

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1 In consideration of the payment of £1 from the Assignees to the Assignor (the receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assign to the Assignees all right, title and interest in and to the Trade Marks of the Assignor's business as listed below listed, and any other trade marks used by the Assignor not specifically listed below, including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignees absolutely.

Trade Marks

Territory	Mark	Application Number	Filing date
Community	35 SOUTH	9498569	4 November 2010
Community	QUADRIVIUM	9496585	4 November 2010
Australia	36 SOUTH	1392869	5 November 2010
Australia	QUADRIVIUM	1392868	5 November 2010
New Zealand	36 SOUTH	832830	5 November 2010
New Zealand	QUADRIVIUM	832831	5 November 2010
USA	35 SOUTH	85170309	5 November 2010
USA	QUADRIVIUM	85170295	5 November 2010

2. The Assignor shall hereinafter do all acts and execute all documents required by the Assignees to give effect to this assignment and to secure to the Assignees or any successor in title thereof the full benefit of the rights assigned to the Assignees hereunder.

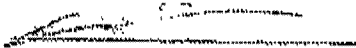
TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

As a result of the simultaneous separate assignments of the goodwill of the business and the trade marks of the business, all goodwill in the trade marks and the Assignor's business shall vest in the Assignees, together with the trade marks, to hold unto themselves absolutely.

IN WITNESS WHEREOF this assignment has been executed on or behalf of the parties on the date first above written.

Assignor

Signature:



Signed by (Print Name)

Assistant General Counsel (Director)

Signature:

\_\_\_\_\_

Signed by (Print Name)

\_\_\_\_\_

Signature:

\_\_\_\_\_

Signed by (Print Name)

\_\_\_\_\_

For and on behalf of

56 SOUTH INVESTMENT MANAGERS LTD of Level 1 Shed 24 Prince's Wharf, 147 Quay Street, Auckland, New Zealand

Date:

Assignees:

Signature:

Signed by

RICHARD JEREMY HAWORTH  
acting in his capacity for and on behalf of the Peregrina Trust  
of 189 Vaughans Road, RD2 Albany, Auckland 0792, New Zealand

Date:

Signature:

Signed by

RICHARD JOHN HOLLINGTON  
acting in his capacity for and on behalf of the Selvedera Trust of 1-99 Heddon Road, Tebbay, Auckland, New Zealand

Date:

Signature:

Signed by

MICHAEL TARKER of 8 Caporn Road, Wandsworth, London SW18 3EE, United Kingdom

Date:

Signature:

Signed by

GUY CHRISTOPHER DIXON of 15 Shark Hamden Villas, Umm, Suqaim, UAE

Date:

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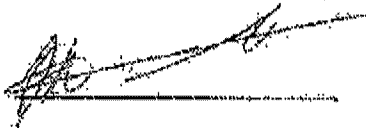
TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

As a result of the simultaneous separate assignments of the goodwill of the business and the trade marks of the business, all goodwill in the trade marks and the Assignor's business shall vest in the Assignees, together with the trade marks, in hold unto themselves absolutely.

IN WITNESS WHEREOF this assignment has been executed on or behalf of the parties on the date first above written.

Assignor

Signature:



Signed by (Print Name)

RICHARD HOWARD

Signature:

Signed by (Print Name)

Signature:

Signed by (Print Name)

For and on behalf of

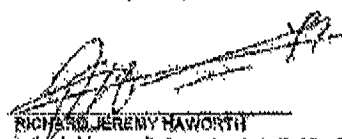
35 SOUTH INVESTMENT MANAGERS LTD of Level 1 Shed 24 Prince's Wharf, 147 Quay Street, Auckland, New Zealand

Date:

Assignees:

Signature:

Signed by



RICHARD JEREMY HAWORTH acting in his capacity for and on behalf of the Peregrine Trust of 100 Vaughans Road, RD2 Albany, Auckland 6192, New Zealand

Date:

Signature:

Signed by

RICHARD JOHN HOLLINGTON acting in his capacity for and on behalf of the Baluzdara Trust of 1-22 Hecroft Road, Turbay, Auckland, New Zealand

Date:

Signature:

Signed by

MICHAEL TASKER of 9 Cuzern Road, Wandsworth, London SW18 3EE, United Kingdom

Date:

Signature:

Signed by

GUY CHRISTOPHER DIXON of 16 Sheikh Hamdan Villas, Umm, Suqain, UAE

Date:



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Fax Server

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

As a result of the simultaneous separate assignments of the goodwill of the business and the trade marks of the business, all goodwill in the trade marks and the Assignor's business shall vest in the Assignees, together with the trade marks, to hold unto themselves absolutely.

IN WITNESS WHEREOF this assignment has been executed on or behalf of the parties on the date first above written.

Assignor

Signature: \_\_\_\_\_

Signed by (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Signed by (Print Name): \_\_\_\_\_

Signature: [Signature]

Signed by (Print Name): RICHARD JEREMY HAWORTH

For and on behalf of 36 SOUTH INVESTMENT MANAGERS LTD of Level 3 Shed 24 Pritchards Wharf, 147 Quay Street, Auckland, New Zealand

Date:

Assignees

Signature: \_\_\_\_\_  
Signed by: RICHARD JEREMY HAWORTH  
acting in his capacity for and on behalf of the Poregins Trust  
of 169 Vaughan Road, HCC Albany, Auckland 0732, New Zealand

Date:

Signature: [Signature]  
Signed by: RICHARD JOHN HOLLINGTON  
acting in his capacity for and on behalf of the Behodere Trust of 1-28 Hebron Road, Yehua, Auckland, New Zealand

Date:

Signature: [Signature]  
Signed by: MICHAEL TASKER of 8 Caporn Road, Wandsworth, London SW18 3EE, United Kingdom

Date:

Signature: \_\_\_\_\_  
Signed by: GUY CHRISTOPHER DIXON of 15 Sheik Hamdan Vides, Umru, Doha, Qatar

Date:

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

As a result of the simultaneous separate assignments of the goodwill of the business and the trade marks of the business, all goodwill in the trade marks and the Assignor's business shall vest in the Assignees, together with the trade marks, to hold and defend themselves absolutely.

IN WITNESS WHEREOF the assignment has been executed on or behalf of the parties on the date hereabove written.

Assignor:

Signature: \_\_\_\_\_

Signed by (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Signed by (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Signed by (Print Name): \_\_\_\_\_

For and on behalf of 35 SOUTH INVESTMENT MANAGERS LTD of Level 1 Shop 24 Finance Wharf, 147 Quay Street, Auckland, New Zealand

Date:

Assignees:

Signature: \_\_\_\_\_  
Signed by RICHARD JEREMY WRIGHT acting in his capacity for and on behalf of the Mortgage Trust of 189 Whangamata Road, PO Box 100, Auckland 0762, New Zealand


Date:

Signature: \_\_\_\_\_  
Signed by RICHARD JOHN HOLLINGTON acting in his capacity for and on behalf of the Mortgage Trust of 148 Hobson Road, Turakau, Auckland, New Zealand

Date:

Signature: \_\_\_\_\_  
Signed by MICHAEL TASKER of 8 Cornhill Road, Wandsworth, London SW9 0JF, United Kingdom

Date:

Signature:   
GUY CHRISTOPHER DIXON of 16 Sheik Hamdan Villas, Umm, SEQUIM, UAE.

Page 3 of 4

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Signature:  
Signed by

M. Le Roux  
MONIQUE LE ROUX  
acting in her capacity for and on behalf of the Le Roux Family Trust of Flat  
10, 2 Georgia Terrace, Albany, Auckland 0622, New Zealand

Date:

Signature:  
Signed by K. L. FORSHAW

K. L. Forshaw  
KAREN FORSHAW acting in her capacity for and on behalf of the Le Roux  
Family Trust of 12 Teclina Place, Glenfield, Auckland 0620, New Zealand

Date:

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

16-01-11:12:47 Minter Ellison Rudd Watts

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36 SOUTH INVESTMENT MANAGERS LIMITED

DEED OF ASSIGNMENT OF ASSETS

MinterEllisonRuddWatts

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

15-01-11-12147 ASSIGNED BILLION BUCK WASTE

104 4 483000

0 11/11

DEED dated

2010

1 PARTY

36 SOUTH INVESTMENT MANAGERS LIMITED (ASSIGNOR)

## INTRODUCTION

- A. The Assignor carried on business of buying and selling securities on behalf of certain funds resident in the British Virgin Islands and the Cayman Islands.
- B. By virtue of a special resolution dated [ ] the shareholders of the Assignor (Shareholders) resolved to wind up the Assignor and as a result, the Assets of the business of the Assignor are to be distributed to the Shareholders.
- C. The Assignor wishes to enter into this deed to complete delivery of the Assets to the Shareholders.

## IT IS AGREED

## 1. DEFINITIONS

In this deed, unless the context otherwise requires:

Assets means all assets, including:

- (a) all Intellectual Property;
- (b) all goodwill in the business; and
- (c) the Quadrimum methodology for finding undervalued options, the scanning engine and the Glvix volatility indices,

in each case, which is owned by or on behalf of the Assignor, but does not include any trademarks of the Assignor, which are being transferred by a separate agreement

Intellectual Property means all statutory and other proprietary rights in respect of know-how, layout designs, confidential information, copyright works, designs, inventions, plant varieties, trade marks and all other rights as defined by Article 2 of the Convention of July 1967 establishing the World Intellectual Property Organisation (including applications for such rights) as may exist anywhere in the world.

## 2. ASSIGNMENT

The Assignor hereby assigns to the Shareholders to be held in proportion to their relevant interests in the Assignor:

- (a) all rights, title and interest in and to the Assets; and

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

18-000-11-07107 (Milton Collins David Watson) (A) (X) (0851) # 11 11

(b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for or in connection with any breach of the Intellectual Property, whether or not such breach took place prior to the date of this deed.

3. DELIVERY

(a) Delivery of the Assets to the Shareholders will be effective on the execution of this Deed.

(b) The Shareholders acknowledge receipt of the Assets by signing this Deed or a copy of this Deed and in doing so accept receipt of the Assets at their current location and physical delivery shall not be required.

5. COUNTERPARTS

This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may sign this Deed by signing a counterpart copy and sending it to the other parties (including by facsimile or email).

EXECUTED as a deed

35 SOUTH INVESTMENT MANAGERS LIMITED

by:

*[Handwritten signature]*

Name: *[Handwritten Name]*  
Title: Director  
Date: *JANUARY 4<sup>TH</sup> 2011*

Name:  
Title: Director  
Date:

ACKNOWLEDGED by

THE SHAREHOLDERS

By:

Name:  
Title: [Trustee of the Peregrine Trust]  
Date:

Name:  
Title: [Trustee of the Peregrine Trust]  
Date:

Name:  
Title: [Trustee of the Belvedere Trust]  
Date:

Name:  
Title: [Trustee of the Belvedere Trust]  
Date:

Name: Guy Dato  
Date:

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

(b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for or in connection with any breach of the Intellectual Property, whether or not such breach took place prior to the date of this deed.

3. DELIVERY

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EXECUTED as a deed

36 SOUTH INVESTMENT MANAGERS LIMITED  
by:

  
Name: RICHARD HOWARD DIXON  
Title: Director  
Date: 4th January 2011


Name: \_\_\_\_\_  
Title: Director  
Date: \_\_\_\_\_

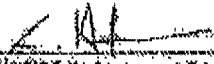
ACKNOWLEDGED by

THE SHAREHOLDERS  
By:

Name: \_\_\_\_\_  
Title: [Trustee of the Peregrine Trust]  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: [Trustee of the Peregrine Trust]  
Date: \_\_\_\_\_

  
Name: RICHARD HOWARD DIXON  
Title: [Trustee of the Belvedere Trust]  
Date: 4th January 2011

  
Name: CHARLES H. EFER  
Title: [Trustee of the Belvedere Trust]  
Date: 5 JANUARY 2011

Name: Guy Dixon  
Date: \_\_\_\_\_

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

REN01-1117-17 REGISTER BRITAIN ROAD WATER

154 4 4305991

8 20 11

- (b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for or in connection with any breach of the Intellectual Property, whether or not such breach took place prior to the date of this deed.

3. DELIVERY

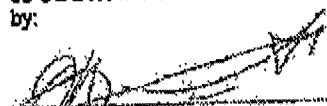
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EXECUTED as a deed

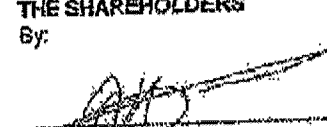
36 SOUTH INVESTMENT MANAGERS LIMITED  
by:

  
 Name: \_\_\_\_\_  
 Title: Director  
 Date: 4<sup>th</sup> Jan. 2011

Name: \_\_\_\_\_  
 Title: Director  
 Date: \_\_\_\_\_

ACKNOWLEDGED by

THE SHAREHOLDERS  
By:

  
 Name: \_\_\_\_\_  
 Title: [Trustee of the Peregrine Trust]  
 Date: 4<sup>th</sup> JAN 2011

Name: \_\_\_\_\_  
 Title: [Trustee of the Peregrine Trust]  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: [Trustee of the Belvedere Trust]  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: [Trustee of the Belvedere Trust]  
 Date: \_\_\_\_\_

Name: Guy Dixon  
 Date: \_\_\_\_\_



TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

10-211117187 10/29/11 11:17:18 AM 10/29/11 11:17:18 AM

(b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for or in connection with any breach of the Intellectual Property, whether or not such breach took place prior to the date of this deed.

3. DELIVERY

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- (b) The Shareholders acknowledge receipt of the Assets by signing this Deed or a copy of this Deed and in doing so accept receipt of the Assets at their current location and physical delivery shall not be required.

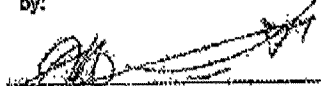
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EXECUTED as a deed

38 SOUTH INVESTMENT MANAGERS LIMITED

by:

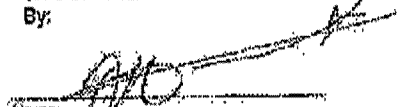
  
 Name: \_\_\_\_\_  
 Title: Director  
 Date: 4<sup>th</sup> JAN. 2011


Name: \_\_\_\_\_  
 Title: Director  
 Date: \_\_\_\_\_

ACKNOWLEDGED by

THE SHAREHOLDERS

By:

  
 Name: \_\_\_\_\_  
 Title: [Trustee of the Peradine Trust]  
 Date: 4<sup>th</sup> JAN 2011

  
 Name: \_\_\_\_\_  
 Title: [Trustee of the Peradine Trust]  
 Date: 4<sup>th</sup> JAN 2011

Name: \_\_\_\_\_  
 Title: [Trustee of the Belvedere Trust]  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: [Trustee of the Belvedere Trust]  
 Date: \_\_\_\_\_

Name: Guy Deech  
 Date: \_\_\_\_\_

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6/29/2011 8:30:14 PM PAGE 21/025 Fax Server

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

4 3 11:12:147 IN DEED RELEASE Case Week

104 4 400041 # 21 10

(b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for or in connection with any breach of the Intellectual Property, whether or not such breach took place prior to the date of this deed.

3. DELIVERY

(a) Delivery of the Assets to the Shareholders will be effective on the execution of this Deed.

(b) The Shareholders acknowledge receipt of the Assets by signing this Deed or a copy of this Deed and in doing so accept receipt of the Assets at their current location and physical delivery shall not be required.

5. COUNTERPARTS

This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may sign this Deed by signing a counterpart copy and sending it to the other parties (including by facsimile or email).

EXECUTED as a deed

36 SOUTH INVESTMENT MANAGERS LIMITED

by:

Name:  
Title: Director  
Date:

Name:  
Title: Director  
Date:

ACKNOWLEDGED by

THE SHAREHOLDERS

By:

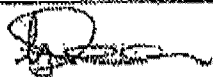
Name:  
Title: {Trustee of the Peregrine Trust}  
Date:

Name:  
Title: {Trustee of the Peregrine Trust}  
Date:

Name:  
Title: {Trustee of the Bolvedere Trust}  
Date:

Name:  
Title: {Trustee of the Bolvedere Trust}  
Date:

Name: Guy Dixon  
Date: 4 JANUARY 2011



USPTO

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TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

18-0111.17:47 (Minter Ellison Puda Rosta)

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01/04/11

*Michael Tasker*  
 Name: \_\_\_\_\_  
 Title: Michael Tasker  
 Date: 4 January 2011

Name: \_\_\_\_\_  
 Title: [Trustee of the Le Roux Family Trust]  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: [Trustee of the Le Roux Family Trust]  
 Date: \_\_\_\_\_

USPTO

6/29/2011 8:30:14 PM PAGE 23/025 Fax Server

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

12-01-11 17:47 [Server] [IP] [User] [Address]

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# 137 10

Name:  
Title: Michael Tasker  
Date:

*Melours*

Name: *MICHAEL LE ROUX*  
Title: Trustee of the Le Roux Family  
Trust  
Date: *04/01/11*

Name:  
Title:  
Date:

*K. L. Forshaw*

Name: *Karen Lynette Forshaw*  
Title: Trustee of the Le Roux Family  
Trust  
Date: *04/01/11*

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Page 2 of 2

Claire Hutchinson  
GRANT SPENCER LLP

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Claire Hutchinson Jenks Johnson Isabel Moya John Cateley  
Grant Spencer LLP No. 00300752 Registered Office at the above address  
Regulated by the Intellectual Property Regulation Board

TO: DAVID MODZELESKI COMPANY: 1050 CONNECTICUT AVE NW

Page 1 of 2

**Frances Stillwell**

**From:** Frances Stillwell  
**Sent:** 21 February 2011 17:13  
**To:** 'collins.david@arentfox.com'  
**Cc:** Clara Hutchinson; History  
**Subject:** \*36 South Investment Managers Ltd - Assignment of US Trade Mark Application Numbers 85170309 36 SOUTH and 85170295 QUADRIVIUM to Richard Jeremy Haworth, Richard John Hollington, Michael Lee Tasker, Guy Christopher Dixon, Monique de Roux and Karen Forshaw\*  
**Attachments:** Enclosure.pdf



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 W [www.arentfox.com](http://www.arentfox.com)

David Collins  
 Arent Fox, LLP  
 1050 Connecticut Avenue, NW  
 Washington  
 DC 20036-5399  
 U.S.A.

21st February 2011  
 CH/110/883(2)/09TW

Dear Dave

**36 South Investment Managers Ltd - Assignment of US Trade Mark Application Numbers 85170309 36 SOUTH and 85170295 QUADRIVIUM to Richard Jeremy Haworth, Richard John Hollington, Michael Lee Tasker, Guy Christopher Dixon, Monique de Roux and Karen Forshaw**

We refer to previous correspondence in relation to assignment of the above trade marks.

The client has now executed a trade mark assignment agreement and a copy is attached for your review. Unfortunately the client assigned the goodwill separately and in order to make it clear that the goodwill passed at the same time to the same parties it was necessary to exhibit a copy of the assignment of goodwill to the main trade mark assignment document. Furthermore, each of the two documents has been executed as counterparts which makes the overall document extremely messy.

Please advise whether the attached document is acceptable to enable you to record the assignment of the marks that are listed in the USA. If the document is acceptable please proceed to record the assignment in respect of the two marks identified and confirm.

I look forward to hearing from you.

Yours sincerely

21/02/2011

RECORDED: 06/24/2011

TRADEMARK  
 REEL: 004595 FRAME: 0753