

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																												
<b>CONVEYING PARTY DATA</b>																													
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<b>CORRESPONDENCE DATA</b>																													
<p>Fax Number: (202)857-6395  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2028576000          Email: koines.kristen@arentfox.com          Correspondent Name: David S. Modzeleski          Address Line 1: 1050 Connecticut Ave., NW          Address Line 4: Washington, DISTRICT OF COLUMBIA 20036</p>																													
<b>ATTORNEY DOCKET NUMBER:</b>	028812.00058																												

OP \$65.00 85170309

**900199596**

**TRADEMARK**  
**REEL: 004603 FRAME: 0685**

**DOMESTIC REPRESENTATIVE**

**Name:** David S. Modzeleski  
**Address Line 1:** 1050 Connecticut Ave., NW  
**Address Line 2:** Arent Fox LLP  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

<b>NAME OF SUBMITTER:</b>	David S. Modzeleski
<b>Signature:</b>	/David S. Modzeleski/
<b>Date:</b>	08/12/2011

**Total Attachments: 10**  
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AGREED FORM

Dated

14<sup>th</sup> February

2011

RICHARD JEREMY HAWORTH, RICHARD JOHN HOLLINGTON,  
MICHAEL TASKER, GUY DIXON, MONIQUE LE ROUX and KAREN FORSHAW

and

REINET 36 SOUTH HOLDINGS LIMITED

---

ASSIGNMENT OF TRADE MARK APPLICATIONS

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Slaughter and May  
One Bunhill Row  
London  
EC1Y 8YY

Ref: SXXM/DJOB

505877855

Schedule 6  
(Trade Mark Assignment)

## AGREED FORM

THIS ASSIGNMENT is made the

14<sup>th</sup> day of February 2011

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H

BETWEEN:

- (1) (i) **RICHARD JEREMY HAWORTH** of 189 Vaughans Road, RD2 Albany, Auckland, 0792, New Zealand (acting in his capacity as trustee for and on behalf of the Peregrine Trust, a trust constituted by deed of trust on 8 March 2004);
- (ii) **RICHARD JOHN HOLLINGTON** of 1-99 Hebron Road, Torbay, Auckland, New Zealand (acting in his capacity as trustee for and on behalf of the Belvedere Trust, a trust constituted by deed of trust on 15 March 2008);
- (iii) **MICHAEL LEE TASKER** of 9 Capern Road, Wandsworth, London SW18 3EE, United Kingdom;
- (iv) **GUY CHRISTOPHER DIXON** of 16 Sheik Hamdan Villas, Umm, Suqeim, UAE;
- (v) **MONIQUE LE ROUX** of Flat 10, 2 Georgia Terrace, Albany, Auckland, 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); and
- (vi) **KAREN FORSHAW** of 12 Tacitus 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)
- (each an "Assignor" and together, the "Assignors"); and
- (2) **REINET 36 SOUTH HOLDINGS LIMITED** a company incorporated in Jersey with registered number 106693 whose registered office is at Sir Walter Raleigh House, 48/50 Esplanade, St. Helier, Jersey JE1 4HH (the "Assignee").

WHEREAS:

- (A) Pursuant to a transaction under which the Assignors acquired all of the assets (including all the goodwill) of the ongoing and existing business of 36 South Investment Managers Limited (the "Business"), the Assignors are the co-owners of certain trade mark applications relating to the Business, details of which are set out in the Schedule hereto (the "Trade Marks").
- (B) Pursuant to a sale agreement entered into between (1) the Assignee and (2) the Assignors:
- (i) the Assignors have agreed to sell, and the Assignee has agreed to purchase, substantially all of the assets relating to the Business, including all the goodwill of the Assignors in relation to the Business; and

(ii) the Assignors have agreed to assign the Trade Marks to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

#### **1. ASSIGNMENT**

- 1.1 In consideration of the payment of £1 from the Assignee to the Assignors (the receipt of which is hereby acknowledged by the Assignors), the Assignors hereby assign to the Assignee all right, title and interest in and to the Trade Marks together with all goodwill of the Business in relation to which such Trade Marks are used 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 Assignee absolutely.
- 1.2 Each Assignor shall, on the date of this Assignment, deliver to the Assignee all documents or other records relating to the Trade Marks within that Assignor's possession or control (including, without limitation, such documents or records held by that Assignor's trade mark agents and advisers).

#### **2. FURTHER ASSURANCE**

- 2.1 Each Assignor shall at all times hereafter promptly do all such acts and execute all such documents as the Assignee may request to give full effect to this Assignment and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder.
- 2.2 Each Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing any of the Trade Marks, provided that the Assignee indemnifies the relevant Assignor for all reasonable costs and damages incurred by it as a result.

#### **3. GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with English law. Any matter, claim or dispute out of or in connection with this agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

#### **4. ARBITRATION**

- 4.1 Any dispute arising out of or in connection with this Assignment, including any question regarding its existence, validity or termination, shall be referred to arbitration conducted in accordance with the then existing Rules of the London Court of International Arbitration (the "LCIA") by three arbitrators appointed in accordance with the procedure set out in clause 4.2 below.
- 4.2 The Assignors (jointly) and the Assignee shall each nominate one arbitrator to be appointed by the LCIA. The third arbitrator shall be nominated by the arbitrators and appointed by the LCIA. In the event that either the Assignors or the Assignee fail to nominate an arbitrator within 30 days of written notice from the other party, the LCIA shall nominate and appoint an arbitrator on behalf of the defaulting party. In the event that the

arbitrators nominated by the Assignors and the Assignee cannot agree on the identity of the third arbitrator within 15 days of their appointment, the third arbitrator shall be nominated and appointed by the LCIA.

- 4.3 However appointed, the arbitrators shall be lawyers, accountants or experienced experts in the same field of business as the Assignors and the Assignee and shall speak fluent English. The arbitration shall take place in London, England and the language to be used in arbitral proceedings shall be English.
- 4.4 The decision of the arbitrators, whether appointed by the Assignors and the Assignee in accordance with the provision of clause 4.2 above or the LCIA, shall be binding on the Assignors and the Assignee and shall be enforceable in the courts of any jurisdiction.

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

SCHEDULETrade Marks

Territory	Mark	Application Number	Filing date
Community	36 SOUTH	9498569	4 November 2010
Community	QUADRIVIUM	9498585	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	36 SOUTH	85170309	5 November 2010
USA	QUADRIVIUM	85170295	5 November 2010

Signed by **RICHARD JEREMY HAWORTH**  
(acting in his capacity as trustee for and on behalf  
of the Peregrine Trust)

) .....

Signed by **RICHARD JOHN HOLLINGTON**  
(acting in his capacity as trustee for and on behalf  
of the Salvadore Trust)

) .....

Signed by **MICHAEL LEE TASKER**

) .....

Signed by **GUY CHRISTOPHER DIXON**

) .....

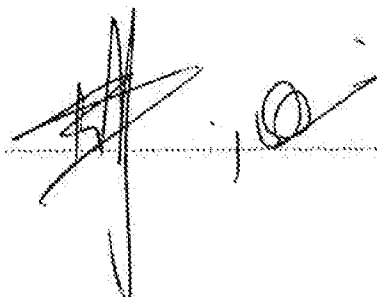
Signed by **MONIQUE LE ROUX**  
(acting in her capacity as trustee for and on behalf  
of the Le Roux Family Trust)

) .....

Signed by **KAREN FORSHAW**  
(acting in her capacity as trustee for and on behalf  
of the Le Roux Family Trust)

) .....

Signed for and on behalf of  
**REINET 36 SOUTH HOLDINGS LIMITED**

}  .....



Signed by **RICHARD JEREMY HAWORTH**  
(acting in his capacity as trustee for and on behalf  
of the Peregrine Trust)

) .....  
*Richard Haworth*

Signed by **RICHARD JOHN HOLLINGTON**  
(acting in his capacity as trustee for and on behalf  
of the Belvedere Trust)

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Signed by MICHAEL LEE TASKER

) ..... *Tasker* .....

Signed by GUY CHRISTOPHER DIXON

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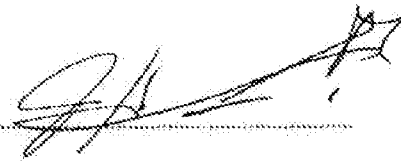
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Signed for and on behalf of  
REINET 36 SOUTH HOLDINGS LIMITED

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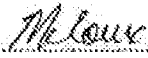
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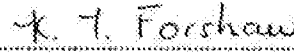
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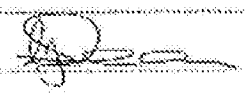
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