

01-07-2002



101935290

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.3.02

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

01/04/2002 LHMELLER 00000072 75200233

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|-----------|--|--|
| 75/200233 | | |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brian M. Davis
Name of Person Signing


Signature


11-7-01
Date Signed

78200233

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Brian M. Davis, a member of the Bar of the State of North Carolina, and a member of the firm of ALSTON & BIRD LLP, Bank of America Plaza, 101 South Tryon Street, Suite 4000, Charlotte, North Carolina 28280-4000, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

ETEX GLYNWED HOLDING LIMITED



By: DSA MURRAY
Title: COMPANY SECRETARY

This the 10th day of August, 2001.

DATED 9 March 2001

GLYNWED INTERNATIONAL plc

and

ETEX GLYNWED HOLDING LIMITED

**GLYNWED NAME
TRADE MARK ASSIGNMENT DEED**

ALLEN & OVERY

LONDON
CO:825852.1

TRADEMARK
REEL: 002417 FRAME: 0561

THIS DEED OF ASSIGNMENT is made on *9 March* 2001 between:

- (1) **GLYNWED INTERNATIONAL plc** (registered number 354715) whose registered office is at Headland House, New Coventry Road, Sheldon, Birmingham B26 3AZ (the "Assignor"); and
- (2) **ETEX GLYNWED HOLDING LIMITED** (registered number 4117284) whose registered office is at One Silk Street, London EC2Y 8HQ (the "Assignee").

BACKGROUND:

- (A) The Assignor is the registered proprietor of the trade marks listed in the Schedule (the "Trade Marks").
- (B) By a share sale agreement dated 21st January, 2001 (the "Share Sale Agreement") the Assignor has agreed to sell, or procure the sale of, the Shares (as defined therein) to Etex Group S.A.
- (C) Under the terms of the Share Sale Agreement the Assignor has agreed to transfer the Trade Marks to the Assignee.
- (D) The parties now wish to assign the Trade Marks by means of this trade mark assignment.
- (E) It is the intention of the parties that this document be executed as a Deed.

IT IS AGREED:

1. In consideration of the sum of £1 (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all its right, title and interest in the Trade Marks and owned by the Assignor free of all liens, charges, options and encumbrances.
2. This assignment includes all rights, privileges and advantages relating to the Trade Marks including, without limitation, the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of the Trade Marks whether occurring before or on the date of this assignment.
3. The Assignor agrees, at the request of the Assignee, to provide all assistance which the Assignee reasonably considers necessary in connection with bringing or defending any proceedings in relation to the Trade Marks. The Assignee shall pay all reasonable out of pocket expenses incurred by the Assignor in providing the assistance.

4. The Assignor agrees, at the request of the Assignee, to execute any documents and to do all things, in accordance with costs provisions of sub-clause 21(9) of the Share Sale Agreement, which may in the reasonable view of the Assignee be necessary to give effect to this assignment, including, but not limited to, effecting registration of the assignment at the UK Patent Office, the Office for Harmonization in the Internal Market and the United States Patent and Trademark Office..
5. The Assignee acknowledges that the Assignor does not give any indemnity, guarantee, representation or warranty in respect of the Trade Marks in this assignment.
6. This assignment is governed by English law and the parties submit to the exclusive jurisdiction of the English courts for all purposes relating to this assignment. The Assignee appoints Marley plc of 1 Suffolk Way, Sevenoaks, Kent, TN13 1SD (or such other member of the Assignee's Group which is a company incorporated in England and Wales and which the Assignee may subsequently notify to the Assignor in accordance with this assignment) as its agent for service of process, such service to be marked "for the attention of the Company Secretary".



SCHEDULE
REGISTERED TRADE MARKS

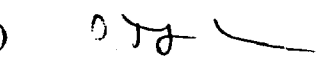
| Trade Mark | Country | Class | Trade Mark Number/Application Number | Date |
|------------|-----------|----------------------------|--|----------|
| GLYNWED | UK | 6 | 1037057 | 21.10.74 |
| GLYNWED | UK | 7 | 1037058 | 21.10.74 |
| GLYNWED | UK | 10 | 1037059 | 21.10.74 |
| GLYNWED | UK | 11 | 1037060 | 21.10.74 |
| GLYNWED | UK | 12 | 1037061 | 21.10.74 |
| GLYNWED | UK | 17 | 1037062 | 21.10.74 |
| GLYNWED | UK | 18 | 1037063 | 21.10.74 |
| GLYNWED | UK | 19 | 1037064 | 21.10.74 |
| GLYNWED | UK | 20 | 1037065 | 21.10.74 |
| GLYNWED | UK | 24 | B1037066 | 21.10.74 |
| GLYNWED | UK | 27 | 1037067 | 21.10.74 |
| GLYNWED | Community | 6,7,11,17,19,20,40 & 42 | 273383 | 13.6.96 |

TRADE MARK APPLICATIONS

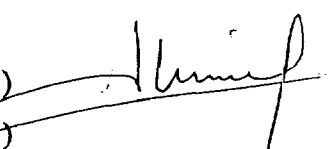
| Trade Mark | Country | Class | Trade Mark Application Number | Date |
|------------|---------|----------------------------|----------------------------------|-----------|
| GLYNWED | USA | 6,7,11,17,19,20,40 & 42 | 19.11.96 | 75/200233 |

IN WITNESS of which each of the parties has executed this assignment as a deed.

EXECUTED as a deed by
GLYNWED INTERNATIONAL plc
acting by
and

) 
)
)
) 

EXECUTED as a deed by
ETEX GLYNWED HOLDING LIMITED
acting by
and

) 
)
) 