

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Visy Textiles Pty Ltd
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Australia
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Gale Pacific Limited
Internal Address:
Street Address: 145 Woodland Close
City: Braeside State: VIC Zip: 3195 Australia
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Australia
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: June 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,520,914 2,413,927 2,417,309
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Melville Owen, Esq.
Internal Address: Owen, Wickersham & Erickson, P.C.
Street Address: 455 Market Street, 19th Floor
City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 502333
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Melville Owen
Name of Person Signing
Signature
July 17, 2003
Date

Total number of pages including cover sheet, attachments, and document 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$90.00 502333 1520914

ASSIGNMENT OF TRADE MARKS

THIS Deed is dated the 28 day of July 2002

BETWEEN: **VISY TEXTILES PTY LTD** ACN 095 313 769 of Level 2,
533 Little Lonsdale Street, Melbourne, Victoria 3000
("Assignor")

AND **GALE PACIFIC LIMITED** ACN 082 263 778 of 145
Woodland Close, Bracside, Victoria ("Assignee")

RECITALS:

- A. The Assignor is the beneficial owner of the trade marks in United States of America listed in the Schedule ("Trade Marks").
- B. The Assignor has agreed to assign to the Assignee its entire right, title and interest in and to the Trade Marks and any benefits and any rights issuing therefrom to the Assignee with effect from the date of this Deed.

OPERATIVE PROVISIONS:

1. Assignment

1.1 Assignment of Trade Marks

For good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Trade Marks and all goodwill associated therewith and all common law and intellectual property rights which the Assignor may have in the Trade Marks and the Assignee accepts the assignment with effect from the date of this Deed.

1.2 Infringement Claims

To the extent (if any) that the Assignor has, had or will have the right to take any action against any third party for infringement of any of the Trade Marks, the Assignor assigns, transfers and sets over to the Assignee all such rights whether or not such infringement took place prior to the date of this Deed.

2. Undertakings

2.1 The Assignor undertakes that it will procure the execution of all documents, forms and authorities, the deposition to or swearing of all declarations and affidavits and the provision of evidence required by the Assignee to ensure that the matters assigned to the Assignee by this Deed vest in the Assignee

2.2 The Assignor undertakes that, after the date of this Deed, it will not and will not assist any other person to challenge the Assignees ownership of, or right to use or deal with, the Trade Marks and will not use, and will not permit or authorise others (except the Assignee) to use, the Trade Marks or any mark substantially identical with or deceptively similar to the Trade Marks.

SCHEDULE

Trade Mark	Class	Registered Number
Trafab	17	1520914
Aspect	24	2413927
Landmark	24	2417309

EXECUTED as a Deed.

THE COMMON SEAL of
VISY TEXTILES PTY LTD
was affixed in accordance with its
Constitution in the presence of:



..... Director
..... Secretary

THE COMMON SEAL of
GALE PACIFIC LIMITED
was affixed in accordance with its
Constitution in the presence of:



..... Director
..... Secretary
Director