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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):

Stahl International BV

- Individual(s) Association General Partnership Limited Partnership Corporation-State Netherlands Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: GLOBOCOIM BV

Internal

Address:

Street Address: De Boelelaan 7 Officia 1

City: Amsterdam State: Netherland Zip: 1083HJ

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Netherlands 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: July 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,560,798

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas T. Johnson

Internal Address:

Miller & Martin LLP

Street Address: Suite 1000 Volunteer Building

832 Georgia Avenue

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Douglas T. Johnson

Name of Person Signing

Signature

3/14/03

Date

Total number of pages including cover sheet, attachments, and document: 7

03/26/2003 BBYRNE 00000110 2560798

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40,000 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002699 FRAME: 0921

# TRADE MARK ASSIGNMENT

by

STAHL INTERNATIONAL BV

in favour of

GLOBOCOIM BV



Dickson Minto W.S.

Royal London House  
22-25 Finsbury Square  
London, EC2A 1DX

Tel: 020 7628 4455  
Fax: 020 7628 0027

This ASSIGNMENT is made the 31st day of July 2001

BETWEEN:

- (1) STAHL INTERNATIONAL BV, a company registered in the Netherlands under number 18055596 whose registered office is at Sluisweg 10, 5145 PE Waalwijk, The Netherlands ("the Assignor"); and
- (2) GLOBOCOIM BV a company registered in the Netherlands whose registered office is at De Boelelaan 7 Officia 1, 1083HJ, Amsterdam, The Netherlands ("the Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of certain registered trade marks and is entitled to the benefit of certain trade mark applications.
- (B) The Assignor has agreed to assign the said registered trade marks and trade mark applications and now assigns such to the Assignee on the terms and conditions hereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1 In this Assignment the following terms shall have the following meanings unless the context otherwise requires:

"the Applications"	means the trade mark applications listed in the Schedule;
"the Registered Trade Marks"	means the registered trade marks listed in the Schedule;
"the Trade Marks"	means the Registered Trade Marks and the Applications or any one of them.

- 1.2 In this Assignment unless the context otherwise requires:

- 1.2.1 references to the singular include the plural and vice versa;
- 1.2.2 references to Clauses and the Schedule are to clauses and the schedule to this Assignment;
- 1.2.3 headings to Clauses and Schedules are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

2. Assignment

In consideration of the sum of €700,000 (receipt of which is acknowledged by the Assignor), the Assignor agrees to sell and does hereby assign to the Assignee:

- 2.1 its entire right, title and interest in and to the Trade Marks; and
- 2.2 all rights and powers arising from or attaching to its right, title and interest in and to the Trade Marks including, without limitation, the benefit of the Applications, with the intent that when the Applications are granted the registrations (and the right to institute and maintain proceedings for

infringement or wrongful use of the Trade Marks or for passing off whether occurring prior to the date hereof or hereafter) will vest in the Assignee; and

- 2.3 the right to apply for, prosecute and obtain registered trade mark protection throughout the world in respect of the Trade Marks, to the intent that the grant of any protection thereon will be in the name of and vest in the Assignee.

3. No Warranties

For the avoidance of doubt the Assignor gives no warranties and makes no representations in relation to the Trade Marks whatsoever, including, without limitation, as to its title to them, or as to the Assignee's use of them, including as to infringement of third party rights and any warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Assignment relating to the Trade Marks or otherwise are hereby expressly excluded.

4. Further Assurance

- 4.1 Pending the registration of the Assignee as proprietor of the Registered Trade Marks and the Applications, the Assignor will lend its name to any proceedings for infringement which the Assignee may require to be brought against any person wrongfully using the said trade marks or any of them, the Assignee indemnifying the Assignor in respect of any costs or other liability arising out of such proceedings.

- 4.2 At the request and expense of the Assignee, the Assignor shall execute such other assignments, documents and forms as may be reasonably required to record the rights assigned to the Assignee hereunder in the relevant trade mark registers.

5. Proper Law

This Assignment shall be governed by and construed in accordance with the laws of Germany.

IN WITNESS WHEREOF the parties have executed these presents at the end of the Schedule on the date and year first above written.

SCHEDULE

TRADEMARK	COUNTRY	STATUS	REGISTRATION NO.	CLASS(es)
NOVACOTE	Australia	Registered	A535974	01
NOVACOTE	Australia	Registered	A535975	02
NOVACOTE	Denmark	Registered	VR07.0251993	01 02
NOVACOTE	Eire	Registered	139860	01
NOVACOTE	Eire	Registered	139861	02
NOVACOTE	Japan	Registered	2512900	34
NOVACOTE	Argentina	Pending		
NOVACOTE	Germany	Registered	887111	01 02
NOVACOTE	Germany	Registered	39744721	01 02
NOVACOTE	Bangladesh	Pending		01
NOVACOTE	Benelux	Registered	481477	01 02
NOVACOTE	Brazil	Registered	819835919	01
NOVACOTE	Canada	Registered	401,900	
NOVACOTE	Chile	Registered	534,079	01
NOVACOTE	Colombia	Registered	145,525	01
NOVACOTE	Finland	Registered	117055	01 02
NOVACOTE	France	Registered	1598292	01 02
NOVACOTE	Greece	Registered	99752	01 02 17
NOVACOTE	Great Britain	Registered	1429033	01
NOVACOTE	Great Britain	Registered	1429034	02
NOVACOTE	Hungary	Registered	149 311	01
NOVACOTE	India	Pending		01
NOVACOTE	Indonesia	Registered	450600	01
NOVACOTE	Italy	Registered	049327	01 02
NOVACOTE	Mexico	Pending		01
NOVACOTE	New Zealand	Registered	272694	01
NOVACOTE	North Korea	Registered	9305	01
NOVACOTE	Pakistan	Pending		01
NOVACOTE	Paraguay	Registered	217911	01
NOVACOTE	Portugal	Registered	265592	01
NOVACOTE	Portugal	Registered	265593	02
NOVACOTE	Singapore	Registered	T97/019221	01

TRADEMARK	COUNTRY	STATUS	REGISTRATION NO	CLASS(es)
NOVACOTE	Spain	Registered	1574886	01
NOVACOTE	Spain	Registered	1574887	02
NOVACOTE	USA	Pending		01
NOVACOTE	Uruguay	Registered	306.237	01
NOVACOTE	Venezuela	Pending		01
NOVACOTE	People's Republic of China	Registered	1194038	01
NOVACOTE	South Korea	Registered	404442	15
NOVACOTE	South Korea	Registered	408380	10
NOVACOTE	Sweden	Registered	236635	01 02
NOVACOTE	Switzerland	Registered	390528	01 02 17

Mr. A.P. Cree  
General Counsel  
Company Secretary

Executed by  
STAHL INTERNATIONAL BV  
acting by *power of attorney*

*APC*

Executed by *F. J. J. J.*  
GLOBOCOLM BV  
acting by

*[Signature]*