

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell Barry Jacobs		08/11/2006	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	DUCHAMP HOLDINGS LIMITED		
Street Address:	5th Floor, Free Trade Exchange, 37 Peter Street		
City:	Manchester M2 5GB		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2724180	DUCHAMP	
Serial Number:	78729235	DUCHAMP	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612.332.5300		
Email:	ccaron@merchantgould.com		
Correspondent Name:	Christopher J. Schulte		
Address Line 1:	P.O. Box 2910		
Address Line 2:	Merchant & Gould P.C.		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	15271.0001US01		
DOMESTIC REPRESENTATIVE			
Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		

CH \$65.00 2724180

Address Line 4: Minneapolis, MINNESOTA 55402-0910

NAME OF SUBMITTER:

Christopher J. Schulte

Signature:

/Christopher J. Schulte/

Date:

09/06/2006

Total Attachments: 8

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DATED 11 August 2006

MITCHELL BARRY JACOBS (1)

DUCHAMP HOLDINGS LIMITED (2)

TRADE MARK ASSIGNMENT



LAWRENCE STEPHENS SOLICITORS

Watson House, 54 Baker Street,
London W1U 7BU
Telephone 020 7935 1211
Facsimile 020 7935 1213
DX 92365 (Oxford Circus North)
www.lawrencestephens.com

TRADEMARK
REEL: 003384 FRAME: 0577

THIS AGREEMENT is made on

11 August

2006

BETWEEN:

- (1) **MITCHELL BARRY JACOBS** of 2a West Point, 39-40 Warple Way, London (the "Assignor")
- (2) **DUCHAMP HOLDINGS LIMITED** (Company Number 5714905) whose registered office is at 5th Floor, Free Trade Exchange, 37 Peter Street, Manchester M2 5GB (the "Assignee")

WHEREAS:

- (A) The Assignor is the proprietor and beneficial owner of the registered Trade Marks set out in Part 1 of Schedule 1 and the unregistered Trade Mark set out in Schedule 2 (together the "Trade Marks")
- (B) The Assignor is the proprietor and beneficial owner of the pending applications for registrations of the Trade Marks set out in Part 2 of Schedule 1 (the "Pending Applications")
- (C) The Assignor has agreed to assign the Trade Marks and the Pending Applications to the Assignee on the terms set out in this Assignment.

NOW THIS DEED WITNESSES:

1. In consideration of payment of the sum of £250,000 (two hundred and fifty thousand pounds sterling) (which sum the Assignee shall pay by electronic transfer for same day value to the account nominated by the Assignor prior to the date of this Assignment for that purpose and receipt of which by the account holder shall be a complete discharge of the Assignee's obligation to pay such sum) the Assignor **HEREBY ASSIGNS** and transfers with full title guarantee to the Assignee all right, title and interest in the registered Trade Marks and the Pending Applications including, inter alia the following:
 - 1.1 all statutory and common law rights attaching thereto and all and any rights in and to the Trade Marks including the benefit of the Pending Applications with the intention that when the Pending Applications are granted, the registrations will vest in the Assignee with effect from the date hereof; and

- 1.2 the right to sue for past infringement and to bring proceedings against any third party in respect of infringement of the Trade Marks and infringement of the Pending Applications upon their registration and to retain any damages obtained as a result of such action.
2. The Assignor confirms that this Assignment is made with any goodwill attaching to the Trade Marks prior to the date hereof.
3. The Assignor shall do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts or things as the Assignee may at any time reasonably properly require in order to vest the Trade Marks and the Pending Applications in the Assignee.
4. The Assignor warrants that:
 - 4.1 he is the owner of the Trade Marks and the Pending Applications and is not aware that any of the Trade Marks or the use of them on or in relation of any of the products on which the Trade Marks have been used by Duchamp Limited (company number 04729088) and/or Duchamp Retail Limited (company number 03583871) infringes the rights of any third party; and
 - 4.2 all renewal and other fees in relation to the Trade Marks and the Pending Applications have been paid in full and are up to date.
5. This Assignment and any document completed or to be completed in accordance with its provisions and any matters arising from it or any such document shall be governed by and construed in accordance with English law.
6. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts in relation to this Assignment.

IN WITNESS whereof this Assignment has been executed as a deed the day and year first before written.

SCHEDULE 1

THE TRADE MARKS

TRADE MARK	COUNTRY	REGISTRATION NUMBER	FILING DATE	CLASS
DUCHAMP	European Community	409300	22 Nov. 1996	14, 16 + 25
DUCHAMP	Hong Kong	300505908	5 Oct. 2005	14 + 25
DUCHAMP	Madrid Protocol	883575 (Madrid Protocol Designation)	17 Nov. 2005	14 + 25
DUCHAMP	United Kingdom	2100874	23 May 1996	14 + 25
DUCHAMP	United States of America	2724180	8 Feb. 2002	14 + 25
DUCHAMP	Japan	4240826	10 Dec 1999	25
DUCHAMP	Japan	4134865	22 Nov 1996	14

PART 2
THE PENDING APPLICATIONS

TRADE MARK	COUNTRY	APPLICATION NUMBER	FILING DATE	CLASS
DUCHAMP	United States of America	78729235	7 Oct. 2005	14 + 25
DUCHAMP	South Korea	883575	17 Nov. 2005	14+25
DUCHAMP	Russian Federation	883575	17. Nov. 2005	14+25
DUCHAMP	Singapore	883575	17. Nov. 2005	14+25
DUCHAMP	Turkey	883575	17. Nov. 2005	14+25

SCHEDULE 2
UNREGISTERED TRADE MARK



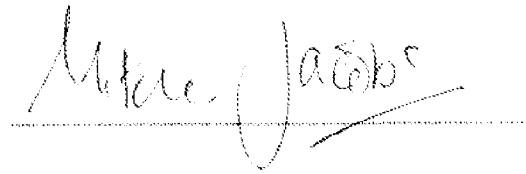
EXECUTED as a Deed by
MITCHELL BARRY JACOBS
in the presence of:

Witness Signature:

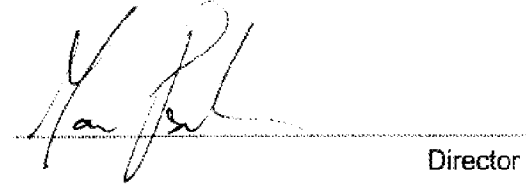
Witness Name: S. Briggs

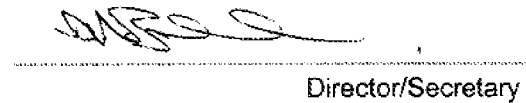
Address: 39-49 Commercial Road, J015 15A

Occupation: Glicker



EXECUTED as a Deed by
DUCHAMP HOLDINGS LIMITED
acting by two Directors or a Director
and Secretary


_____ Director


_____ Director/Secretary