

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Deed of Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
James Michael Holder		11/09/2006	INDIVIDUAL: UNITED KINGDOM
Julian Marc Dunkerton		11/09/2006	INDIVIDUAL: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Laundry Athletics
Street Address:	OC309473
Internal Address:	Unit 60, The Runnings
City:	Cheltenham, Gloucestershire
State/Country:	UNITED KINGDOM
Postal Code:	GL51 9NW
Entity Type:	Limited Liability Partnership: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78859983	PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY
Serial Number:	78860154	PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY

CORRESPONDENCE DATA

Fax Number: (317)237-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3172370300
Email: intead@bakerd.com
Correspondent Name: Baker & Daniels LLP, c/o M. Sue Michael
Address Line 1: 300 N. Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

OP \$65.00 78859983

ATTORNEY DOCKET NUMBER:

LLW-T0004E AND LLW-T0005E

DOMESTIC REPRESENTATIVE

Name: Baker & Daniels LLP, c/o M. Sue Michael
Address Line 1: 300 N. Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:

Attorney for Applicant

Signature:

/M. Sue Michael/

Date:

02/02/2007

Total Attachments: 9

source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page1.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page2.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page3.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page4.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page5.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page6.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page7.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page8.tif
source=LLW-T0004e and LLW-T0005e - Deed of Assignment#page9.tif

DATED _____ 2006

Julian Mark Dunkerton and James Michael Holder (1)

- and -

Laundry Athletics LLP (2)

DEED OF ASSIGNMENT

TABLE OF CONTENTS

1. INTERPRETATION1
2. ASSIGNMENT2
3. MISCELLANEOUS2
4. GOVERNING LAW3

THIS DEED is made

2006

BETWEEN:

- (1) **Julian Mark Dunkerton** of 40 Painswick Road, Cheltenham, GL50 2ER and **James Michael Holder** of 12 Ashford Road, Cheltenham, GL50 2EN (together the "Assignors")

and

- (2) **Laundry Athletics LLP** a limited liability partnership registered in England under no. OC309473 and having its registered office at Unit 60, The Runnings, Cheltenham, Gloucestershire, GL51 9NW (the "Partnership")

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1. In this Deed:

"Applications" means the applications to register the Marks made by the Assignors as set out in Schedule 1;

"Group Company" means any company that is a holding company of the Partnership or a subsidiary of that holding company or the Partnership with the terms "holding company" and "subsidiary" having the meanings given to them by the Companies Act 1985;

"Intellectual Property Rights" means all intellectual and industrial property rights in all and any part of the world, including, without limitation, any copyright, trade marks, trade names, internet domain names, design rights, designs, service marks, topography rights and any other rights of a similar nature whether or not any of the same are capable of protection by registration, and the right to apply for any of them;

"Intellectual Property" means all Intellectual Property Rights in the Marks and in any products to which the Marks are applied;

"Marks" means the trade marks set out in schedule 1;

- 1.2. Any of the foregoing definitions applies, as the context may require, to the singular or the plural form of the term used.**

1.3. In this Deed:

1.3.1. clause headings are inserted for ease of reference only and do not affect construction;

1.3.2. references to "writing" or cognate expressions includes a reference to email, fax or comparable means of communication;

1.3.3. words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural

and vice-versa, and words importing whole shall be treated as including a reference to any part thereof.

2. ASSIGNMENT

2.1. The Assignor hereby assigns to the Partnership:

2.1.1. the Applications together with all right, title and interest in the Applications and all related common law rights including goodwill and the right to bring proceedings and secure all remedies in respect of any infringement or passing off of the Marks that may have taken place prior to the date of this Deed; and

2.1.2. absolutely with full title guarantee the Intellectual Property for the full term of such rights and all renewals and extensions, together with all accrued causes of action.

2.2. The Assignors will promptly disclose and deliver to the Partnership for the exclusive use and benefit of the Partnership the Intellectual Property and will also give all such explanations, instructions and documents to the Partnership as the Partnership may deem appropriate to enable the full and effectual working, production, use or exploitation of the Marks and the Intellectual Property.

2.3. The Assignors hereby unconditionally and irrevocably waive their moral rights in any copyright subsisting in the Intellectual Property, so that the Partnership or any third party may use and adapt all such copyright in whatsoever way the Partnership or such third party determines without infringing such moral rights including (but without limitation) the right to be identified, the right of integrity and the right against false attribution.

2.4. The Assignors shall promptly do all such further acts and deeds and things and execute all such further documents and instruments as may from time to time be required by the Partnership:

2.4.1. to enable the Partnership to become the registered proprietor of the Marks; and

2.4.2. that are necessary or desirable to assign the Intellectual Property absolutely with full title guarantee to the Partnership or its successors in title as the case may be and to perfect the Partnership's title or successors' title thereto anywhere in the world and to enable the Partnership and its successors in title to protect and enforce such Intellectual Property including (if requested) assisting in legal proceedings.

3. MISCELLANEOUS

3.1. The Partnership may transfer any and all of its rights and obligations under this Deed to a Group Company.

3.2. Any amendment to this Deed shall be in writing, signed by the parties and expressed to be for the purpose of such amendment.

3.3. If any clause or part thereof of this Deed shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.

3.4. This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party to this Deed may enter into it by signing any such counterpart.

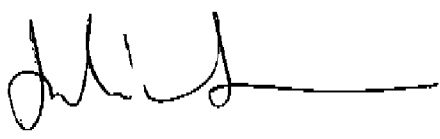
3.5. A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999

4. GOVERNING LAW

4.1. This Deed shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF this deed has been executed as a deed and delivered the day and year first before written

EXECUTED and DELIVERED as a Deed
by Julian Mark Dunkerton

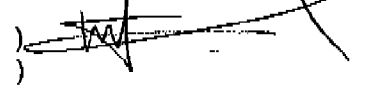
) 

in the presence of:

ADAM WALKER

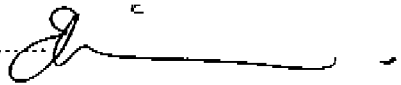
) 

EXECUTED and DELIVERED as a Deed
by James Michael Holder

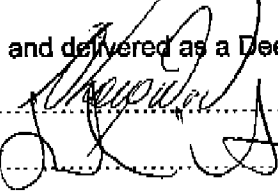
) 

in the presence of:

Emma Morris

) 

SIGNED and delivered as a Deed by LAUNDRY ATHLETICS LLP acting by

Member 

Member

Schedule 1**The Marks**

Mark	Country	Application Date	Application No.	Class(es)
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	Turkey	7 February 2006	2006-G-17099	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	Turkey	7 February 2006	2006-G-17098	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	USA	12 April 2006	78859983	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	USA	12 April 2006	78860154	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	Australia	8 June 2006	1188185	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	Australia	8 June 2006	1118186	25

Mark	Country	Application Date	Application No.	Class(es)
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	New Zealand	12 June 2006	749401	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	New Zealand	12 June 2006	749404	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	Japan	10 July 2006	2006-064175	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	Japan	10 July 2006	2006-064104	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Text)	Hong Kong	9 June 2006	300656118	25
PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY (Stylisation)	Hong Kong	9 June 2006	300656109	25

MENS					
MLA-K001	"SCRIPT" LOGO APPLIQUE ZIPHOOD	£	18.20	1020	£ 18,564.00
MLA-K003	"SPINDLESWOOSH" LOGO APPLIQUE ZIPHOOD	£	18.70	1020	£ 19,074.00
MLA-K004	"DOUBLE BUBBLE" LOGO APPLIQUE ZIPHOOD	£	18.20	1020	£ 18,564.00
MLA-K007	"SDU" LOGO APPLIQUE ZIPHOOD	£	18.20	1020	£ 18,564.00
MLA-K009	"ACHILLES" LOGO APPLIQUE OVERHEAD HOOD	£	19.05	1020	£ 19,431.00
MLA-K010	"TRACK AND FIELD" LOGO APPLIQUE OVERHEAD HOOD	£	17.35	1020	£ 17,697.00
MLA-K011	"CELTICS" LOGO APPLIQUE OVERHEAD HOOD	£	17.85	1020	£ 18,207.00
MLA-K012	"BOTTLETOP" LOGO APPLIQUE OVERHEAD HOOD	£	16.75	1020	£ 17,085.00
MLA-K013	"GASOLINES" LOGO APPLIQUE OVERHEAD HOOD	£	16.85	1020	£ 17,187.00
MLA-K016	"KINGS" LOGO APPLIQUE OVERHEAD HOOD	£	16.85	1020	£ 17,187.00

WOMENS					
GLA-K001	"SCRIPT" LOGO APPLIQUE ZIPHOOD	£	15.00	630	£ 9,450.00
GLA-K003	"SPINDLESWOOSH" LOGO APPLIQUE ZIPHOOD	£	15.30	630	£ 9,639.00
GLA-K004	"DOUBLE BUBBLE" LOGO APPLIQUE ZIPHOOD	£	15.00	630	£ 9,450.00
GLA-K005	"CHOKE" LOGO APPLIQUE ZIPHOOD	£	15.00	630	£ 9,450.00
GLA-K006	"FIREBLADES" LOGO APPLIQUE ZIPHOOD	£	15.00	630	£ 9,450.00
GLA-K007	"SDU" LOGO APPLIQUE ZIPHOOD	£	15.00	630	£ 9,450.00
GLA-K009	"ACHILLES" LOGO APPLIQUE OVERHEAD HOOD	£	15.65	630	£ 9,869.50
GLA-K010	"TRACK AND FIELD" LOGO APPLIQUE OVERHEAD HOOD	£	13.95	630	£ 8,788.50
GLA-K011	"CELTICS" LOGO APPLIQUE OVERHEAD HOOD	£	14.45	630	£ 9,103.50
GLA-K012	"BOTTLETOP" LOGO APPLIQUE OVERHEAD HOOD	£	13.35	630	£ 8,410.50
GLA-K013	"GASOLINES" LOGO APPLIQUE OVERHEAD HOOD	£	13.45	630	£ 8,473.50
GLA-K015	"ATHLETIC DEPT" LOGO OVERHEAD HOOD	£	14.15	630	£ 8,914.50

£ 291,999.00

DEPOSIT PAID

- 43,799.85

AMOUNT TO BE PAID BY L/C

£ 248,199.15