

10-25-2004

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

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

1. Name of conveying party(ies):

Thierry de Baschmakoff

2. Name and address of receiving party(ies)

Name: Asprey Holdings Limited

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 167 New Bond Street

City: London State: UK Zip: W1S4AR

Execution Date: February 20, 2004

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

29/188,530

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: John W. Ryan; c/o Decbert

Internal Address:

Street Address: P.O. Box 5218

City: Princeton State: NJ Zip: 08543

6. Total number of applications and patents involved:

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

04-0480

(Attach duplicate copy of this page if paying by deposit account)

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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.

John W. Ryan; Reg. No. 33,771

Name of Person Signing

Signature: John W. Ryan

Date: Aug. 2, 2004

Total number of pages including cover sheet, attachments, and documents:

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

## ASSIGNMENT

WHEREAS, I, Thierry de Baschmakoff, (hereinafter referred to as ASSIGNOR) have invented certain inventions relating to a **CABAS BAG DESIGN** and for which an United States Design Application was filed on August 20, 2003 and was assigned Application Serial No. 29/188,530, and

WHEREAS, Asprey Holdings Limited, a Limited Partnership organized under the laws of the England and Wales, having a place of business at 167 New Bond Street, London W1S 4AR United Kingdom (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE of valuable consideration to ASSIGNOR, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE and the successors, assigns and legal representatives of the ASSIGNEE all of ASSIGNOR'S right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNOR'S right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

ASSIGNOR requests that any and all patents for said inventions be issued to said ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR authorizes and empowers the said ASSIGNEE, its successors, assigns and legal representatives to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.

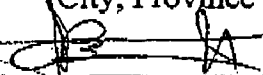
ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR agrees that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal

representatives, the ASSIGNOR will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent thereof in a foreign country, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNOR relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR covenants with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNOR has full right to convey the same as herein expressed.

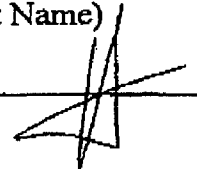
Signed at LOWDON  
(City, Province or state, country)

  
Thierry de Baschmakoff

10/02/04  
(Date)

WITNESS:

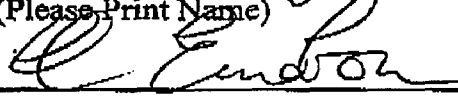
Julie Cardel  
(Please Print Name)

  
(Signature)

10/01/04  
(Date)

WITNESS:

KAREN J. BURTON  
(Please Print Name)

  
(Signature)

20/02/04  
(Date)