

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Hinde Limited	07/01/2010
RECEIVING PARTY DATA	
Name:	John Hinde Export Limited
Street Address:	IDA Business Park
Internal Address:	Southern Cross Road
City:	Bray, Co. Wicklow
State/Country:	IRELAND
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D565274
Patent Number:	D579272
Patent Number:	D579175
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	13160.00001
NAME OF SUBMITTER:	Andrew S. Langsam

Total Attachments: 10
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DATED 1 July 2010

JOHN HINDE LIMITED

and

JOHN HINDE EXPORT LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY



LK Shields Solicitors 39/40 Upper Mount Street Dublin 2
Phone +353 1 661 0866 Fax +353 1 661 0883 Email email@lkshields.ie
Web www.lkshields.ie
Ref 0015.35.1503500

We hereby certify that this is a true copy of the original

Signed: *LK Shields Solicitors*
LK Shields Solicitors

Dated: 31 August 2010

0015.82.1503500

PATENT
REEL: 026093 FRAME: 0484

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THIS DEED is dated 1 July 2010

BETWEEN

- (1) **JOHN HINDE LIMITED** a company incorporated under the laws of Ireland (registration number 18604), having its registered office at IDA Business Park, Southern Cross Road, Bray, Co. Wicklow (the "**Assignor**"); and
- (2) **JOHN HINDE EXPORT LIMITED**, a company incorporated under the laws of Ireland (registration number 314515), having its registered office at IDA Business Park, Southern Cross Road, Bray, Co. Wicklow (the "**Assignee**").

RECITALS

- A. The Assignor is the proprietor of and is registered as the proprietor or applicant of the Assigned Rights.
- B. The Assignor and the Assignee have agreed that the Assignor shall as legal and beneficial owner assign and the Assignee shall acquire the Intellectual Property Rights in the Assigned Rights (as defined below) upon the terms and subject to the conditions set out in this Deed.

NOW IT IS AGREED AS FOLLOWS:-

1 INTERPRETATION

- 1.1 In this Deed where the context so admits the following words and expressions shall have the following meanings:-

Asset Transfer Agreement	the agreement dated the date of this Deed between John Hinde Limited and John Hinde Export Limited for the transfer of certain assets;
Assigned Rights	the inventions, materials or works that are the subject matter of the Registered Intellectual Property Rights and all other Intellectual Property Rights in such inventions, materials or works;
Business Day	any day of the week excluding Saturdays, Sundays and any public holidays in Ireland;
Effective Date	1 July 2010;
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase) having similar effect;

Intellectual Property Rights

all registered patents, trade marks, service marks and designs, applications for any of the foregoing, trade and business names, unregistered trade marks and service marks, goodwill in relation to the foregoing, database rights, ideas, inventions, discoveries, concepts, improvements to existing technology, processes, know-how, copyright (present and future), rights in designs (whether registrable or not), invention rights under licences and consents in relation to any such rights, any right in or licence to use or other entitlement in connection with any domain name (in each case to the fullest extent of it, for the full period for of it and all extensions and renewals of it) and rights of the same or similar effect or nature in any part of the world existing now or in the future created; and

Registered Intellectual Property Rights

the applications for, and registrations of, the Intellectual Property Rights in the Assigned Rights set out in the First Schedule, including any renewals, extensions or revivals, and any other applications for, and registrations of any of the Assigned Rights.

- 1.2 Clause and schedule headings do not affect the interpretation of this Deed.
- 1.3 A **person** includes a corporate or unincorporated body.
- 1.4 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 References to the Assignor and the Assignee include their successors and assigns.

2 ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Asset Transfer Agreement, the Assignor, as full legal and beneficial owner, hereby assigns to the Assignee those rights detailed below, free from any Encumbrance:
 - 2.1.1 all Intellectual Property Rights in the Assigned Rights, including the Registered Intellectual Property Rights;
 - 2.1.2 the right to apply for, prosecute and obtain patent, design or similar protection in all other countries of the world for an invention embodied by any of the applications or registrations comprised in the Assigned Rights, including the right to claim priority from such applications and registrations;
 - 2.1.3 the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 whether the infringement was committed before or after the date of this Deed; and
 - 2.1.4 all other rights, title and interest of whatsoever nature throughout the world in the Assigned Rights.

- 2.2 To the fullest extent permissible by law the Assignor irrevocably and unconditionally waives and shall procure that any and all moral rights in the Assigned Rights are irrevocably and unconditionally waived.

3 PROCEEDINGS

- 3.1 The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Deed.

4 WARRANTIES

- 4.1 The Assignor warrants that at the Effective Date:

4.1.1 the Assigned Rights are its original work or invention, and have not been copied wholly or partially from any other source, that the use, possession or exploitation by the Assignee or its licensees of the rights in the Assigned Rights assigned to it do not and will not infringe the rights, including the Intellectual Property Rights, of any third party;

4.1.2 the Assignor is the sole owner of all Intellectual Property Rights in the Assigned Rights;

4.1.3 the Assignor has not licensed or assigned any rights in the Assigned Rights to a third party; and

4.1.4 there are no Encumbrances over the Assigned Rights and the Assignor has not agreed to create any Encumbrances over the Assigned Rights.

- 4.2 Each of the warranties is separate and, unless expressly provided to the contrary, is not limited by reference to any other warranty or anything in this Deed. The Assignor shall indemnify the Assignee against all and any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Assignee arising out of any breach by the Assignor of any of its warranties under this Deed.

5 FURTHER ASSURANCE AND PROCEEDINGS

- 5.1 The Assignor shall at the reasonable cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time require in order to give the Assignee the full benefit of this Deed, whether in connection with any registration of title or other similar right or otherwise.

6 NOTICES

- 6.1 Any notice required to be given under this Deed, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by post or by fax. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by post, two Business Days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report.

7 COSTS

- 7.1 Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this Deed, and any documents referred to in it, shall be borne by the party that incurred the costs.

8 INVALIDITY

- 8.1 If any term or provision in this Deed shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Deed but the enforceability of the remainder of this Deed shall not be affected.

9 NO PARTNERSHIP OR AGENCY

- 9.1 Nothing in this Deed shall be deemed to constitute a partnership between the parties to this Deed, nor constitute any party the agent of another party for any purpose.

10 NON- APPLICATION OF CONTRA PROFERENTEM AND LEGAL ADVICE

- 10.1 In the event that an ambiguity or question of intent or interpretation arises this Deed shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Deed.

11 WAIVER

- 11.1 Any liability to either party under the provisions of this Deed may in whole or in part be released, varied, compounded or compromised by such party in its absolute discretion as regards any party under such liability without in any way prejudicing or affecting its rights against any other party under the same or a like liability whether joint and several or otherwise. A waiver by any party to this Deed of any breach by the other party of any of the terms provisions or conditions of this Deed or the acquiescence of a party to this Deed in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary to it.

12 BINDING ON SUCCESSORS

- 12.1 This Deed shall enure to the benefit of and be binding upon the respective parties to this Deed and their respective successors, personal representatives and permitted assigns.

13 SEVERABILITY

- 13.1 All the terms and provisions of this Deed are distinct and severable, and if any thereof are held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Deed, and the enforceability, legality and validity of the remainder of this Deed will not be affected.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Deed shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Deed.

15 **COUNTERPARTS**

15.1 This Deed may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Deed.

This document has been executed as a deed and is delivered and takes effect on the Effective Date.

FIRST SCHEDULE
REGISTERED INTELLECTUAL PROPERTY RIGHTS

Part 1

SCHEDULE OF REGISTERED TRADE MARKS IN THE NAME OF THE ASSIGNOR

Trade mark	Jurisdiction	Registration number	Classes
MY NAME	CTM	005310016	16, 20, 21, 28
THE HINDE GROUP	CTM	005310032	16, 20, 21, 28
AOIFE	Ireland	233575	14
NOSTALGIA	Ireland	233601	21, 28
NOSTALGIA	UK	2413172	21, 28
SOMETHING FOREVER	Ireland	233868	14, 16
SOMETHING FOREVER	Australia	1097381	14, 16
JOHN HINDE	UK	1532405	16
JOHN HINDE	US	1975597	16
MY NAME	US	3377393	20, 21
Plastichrome	Canada	UCA44811	16
JOHN HINDE	Ireland	154324	16
POSTCARD EXPRESS	CTM	001685791	16, 35
BEAUTIFUL IRELAND	Ireland	211216	16
PEOPLE & PLACES	Ireland	208586	16
WATCHOVER VOODOO	CTM	008777311	16, 21, 28
SOLAR Device	CTM	006073787	6, 14, 20
SHELLWOOD Device	CTM	005945209	14, 16, 20
JOHN HINDE	CTM	005309950	6, 14, 16, 18, 20, 21, 24, 28, 35, 41, 42
MANDALAY	Ireland	238828	16, 21
NOSTALGIA	US	78806014	21, 28
SOMETHING FOREVER	US	78806010	14, 16

Part 2

SCHEDULE OF TRADE MARK APPLICATIONS IN THE NAME OF THE ASSIGNOR

Trade mark	Jurisdiction	Application number	Classes
MANDALAY	UK	2479284	16, 21
MANDALAY	US	77293656	10, 20, 21, 28
MY NAME	Canada	1336270	20, 21
WATCHOVER VOODOO Device	US	77922915	21
WATCHOVER VOODOO Device	US	77922892	28
'SPECIALLY FOR ME	US	85053044	11, 16, 21
ESPECIALLY FOR ME	US	85053010	11, 16, 20

Part 3

SCHEDULE OF REGISTERED DESIGNS IN THE NAME OF THE ASSIGNOR

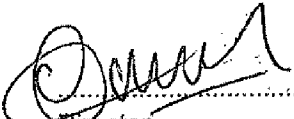
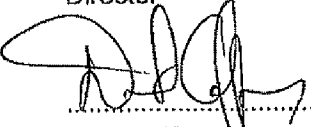
Description	Jurisdiction	Registration number
Key Rings and Key Chains	European Union	000758511
Piggy Bank	European Union	000561121
Drinks Bottle	European Union	000563580
Charms and Trinkets	European Union	000758537
Fluid Storage Bottle	US	29/271252
Piggy Bank	US	29/293306
Piggy Bank	US	29/271219
Piggy Bank	Canada	118456
Fluid Storage Bottle	Canada	118543

Part 4

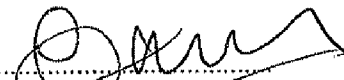

SCHEDULE OF COPYRIGHT REGISTRATIONS IN THE NAME OF THE ASSIGNOR

Description	Jurisdiction	Registration number
Fluid Storage Bottle	US	1405143
My Name Door Plaque	US	1425027
My Name Mug	US	1425028
Piggy Bank	US	1405144
Gift and Novelty Brochure	US	1328310
My Children's Name Mug Collection	US	1328435
My Keyring Collection	US	1329772

PRESENT WHEN THE COMMON
SEAL OF
JOHN HINDE LIMITED
WAS AFFIXED TO THIS DEED
AND THIS DEED WAS DELIVERED:


.....
Director

.....
Director/Secretary

PRESENT WHEN THE COMMON
SEAL OF
JOHN HINDE EXPORT LIMITED
WAS AFFIXED TO THIS DEED
AND THIS DEED WAS DELIVERED:


.....
Director

.....
Director/Secretary