# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/30/2007

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Newbridge Capital, LLC		03/30/2007	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	TPG CAPITAL, L.P.
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78936901	NEWBRIDGE

## **CORRESPONDENCE DATA**

Fax Number: (412)741-9292

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (412) 741-8400

Email: uspto@ferencelaw.com
Correspondent Name: Ference & Associates
Address Line 1: 409 Broad Street

Address Line 4: Pittsburgh, PENNSYLVANIA 15143

FerenceIII/
TRADEMARK

900074231 REEL: 003520 FRAME: 0799

OF \$40.00 /89369

## Total Attachments: 7

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NEWBRIDGE CAPITAL, LLC.

AND

TPG CAPITAL, L.P.

ASSIGNMENT OF REGISTERED AND UNREGISTERED TRADE MARKS AND INTERNET DOMAIN NAMES

1

#### BETWEEN:

- (1) NEWBRIDGE CAPITAL, LLC a company incorporated in DELAWARE, whose principal office is at 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102, United States (the "Assignor"); and
- (2) TPG CAPITAL, L.P., a company incorporated in Delaware, whose principal office is at 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102, United States (the "Assignee").

## WHEREAS:

- (A) The Assignor is the registered proprietor of the Registered Trade Marks, Unregistered Trade Marks, and Domains (as hereafter defined).
- (B) Assignor desires to assign to Assignee, and Assignee wishes to acquire and accept, the Registered Trade Marks, the Unregistered Trade Marks and Domains.

# THE PARTIES AGREE as follows:

### 1. **DEFINITIONS**

- 1.1 In this Assignment:
- "Domains" means the internet domain name registrations and applications details of which are set out in Schedule 1 to this Assignment;
- 1.3 "Registered Trade Marks" means the trade mark registrations and applications details of which are set out in Schedule 2 to this Assignment; and
- "Unregistered Trade Marks" means all trade names and trade name rights, service marks and service mark rights, and brand names owned by Assignee.

# 2. ASSIGNMENT

- 2.1 In consideration of the payment of \$1 by the Assignee to the Assignor, and other good and valuable consideration the receipt, adequacy and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee absolutely:
  - all of its right, title and interest in the Registered Trade Marks and Unregistered Trade Marks and all legal rights and immunities (howsoever derived) attaching to the foregoing;
  - 2.1.2 all of its right, title and interest in the Domains;
  - the right to sue for and to recover damages and other remedies in respect of any infringement of the Registered Trade Marks, Unregistered Trade Marks, and/or

Domains, as the case may be, which may have occurred before the date of this Assignment; and

the goodwill attaching to or associated with the Registered Trade Marks, Unregistered Trade Marks and Domains.

## 3. FURTHER ASSURANCE

- 3.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, anywhere in the world, each necessary act, document and thing reasonably within its power to implement this Assignment, including, for avoidance of doubt, execute any documents necessary to record this Assignment.
- 3.2 If in any country the execution of a confirmatory assignment or other such document in respect of the Trade Marks would be ineffective or invalid by reason of the transfer effected hereby, then this Assignment shall be deemed to be an agreement to assign and not an assignment of the Trade Marks in that country.

#### 4. GOVERNING LAW

- 4.1 This Assignment is governed by and shall be construed in accordance with the laws of the State of New York, United States, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- 4.2 The parties agree that the state and federal courts of the State of New York, County of New York, are to have exclusive jurisdiction to settle any dispute relating to this Assignment and each party hereby submits to the exclusive jurisdiction of the state and federal courts of the State of New York, County of New York.

## SCHEDULE 1

# INTERNET DOMAIN NAMES

- NEWBRIDGE (root)
  - o NEWBRIDGE.be, NEWBRIDGE.co.in, NEWBRIDGE.nl, NEWBRIDGE.co.nz, NEWBRIDGE.com.ph

# SCHEDULE 2 REGISTERED TRADE MARKS

Trade Mark	Registration/ Application number	Country	Status
Newbridge	78936901	United States of America	Application pending
Newbridge	Madrid Protocol International App. Filed 3 January 2007 [Awaiting No.]	Based on US Application 78936901, Designated Territories: CTM (Europe), China, Japan, South Korea, Singapore, Vietnam, Australia, Russia	Application pending
Newbridge	300685675	Hong Kong	Registered
Newbridge	1509914 (Class 35)	India	Application pending
Newbridge	1509915 (Class 36)	India	Application pending
Newbridge	06015638 (Class 35)	Malaysia	Application pending
Newbridge	06015636 (Class 36)	Malaysia	Application pending
Newbridge	095039652	Taiwan	Application pending
Newbridge	646499 (Class 35)	Thailand	Application pending
Newbridge	646500 (Class 36)	Thailand	Application pending
Newbridge	04-2006-008184 (Class 35)	Philippines	Application pending
Newbridge	04-2006-008183 (Class 36)	Philippines	Application pending

Programme and the state of the	Registration/ Application number	Country	Status
Newbridge	759039	New Zealand	Application pending

IN WITNESS WHEREOF the parties have duly executed this Assignment as of the day and year first written above.

NEWBRIDGE CAPITAL LLC,

Name: Clive D. Bode

Title: Vice President and Secretary

TPG CAPITAL, L.P.,

By: Tarrant Capital, LLC,

its general partner

Name: Clive Q. Bode

Title: Vice President and Secretary

TRADEMARK REEL: 003520 FRAME: 0807

**RECORDED: 04/12/2007**