

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HAMSARD 3146 LIMITED		04/02/2009	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAMSARD 3145 LIMITED		
<b>Street Address:</b>	148 Edmund Street		
<b>Internal Address:</b>	Rutland House		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	B3 2JR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2836373	WHITTARD	
<b>Registration Number:</b>	3452000	WHITTARD	
<b>Registration Number:</b>	3762007	WHITTARD OF CHELSEA	
<b>Registration Number:</b>	3565173	WHITTARD OF CHELSEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(901)577-0812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	901-577-8151		
<b>Email:</b>	trademarks@bakerdonelson.com		
<b>Correspondent Name:</b>	Grady M. Garrison		
<b>Address Line 1:</b>	165 Madison Avenue, Suite 2000		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38103		
<b>ATTORNEY DOCKET NUMBER:</b>	FORRESTER.WHITTARD2ASSIGN		

OP \$1115.00 2836373

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	grady m garrison
Signature:	/gmg/
Date:	04/23/2010

Total Attachments: 5

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DATED

2 APRIL

2009

**HAMSARD 3146 LIMITED**

(1)

And

**HAMSARD 3145 LIMITED**

(2)

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**INTELLECTUAL PROPERTY ASSIGNMENT**

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**Hammonds LLP**

7 Devonshire Square London EC2M 4YH DX 136546 Bishopsgate 2  
Telephone +44 (0)20 7655 1000 Fax +44 (0)20 7655 1001

Website [www.hammonds.com](http://www.hammonds.com)

Reference MCBP/PXS1/HAM.445-0002

**TRADEMARK**  
**REEL: 004191 FRAME: 0715**

**PARTIES**

- (1) **HAMSARD 3146 LIMITED** (Company Number 6753147) whose registered office is at Windrush House, Windrush Park, Witney, Oxfordshire OX29 7DX ("**Assignor**")
- (2) **HAMSARD 3145 LIMITED** (Company Number 06253143) whose registered office is at Rutland House, 148 Edmund Street, Birmingham B3 2JR ("**Assignee**")

**INTRODUCTION**

- A The Assignor wishes to assign the Assigned Intellectual Property to the Assignee.
- B This agreement records the terms and conditions on which the Assignor assigns the Assigned Intellectual Property to the Assignee.

**IT IS AGREED THAT:**

**1 DEFINITIONS**

1.1 In this agreement the following words and phrases shall have the following meanings (including, without limitation when used in the Introduction) unless the context requires otherwise:

**"Assigned Intellectual Property"** means all Intellectual Property Rights owned by the Assignor, whether now or in the future, including, without limitation the Trade Marks.

**"Intellectual Property Rights"** means patents, trade marks, service marks, designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever which may subsist in any part of the world irrespective of whether such intellectual property rights have been registered or not.

**"Trade Marks"** means all those trade marks and trade mark applications set out in Schedule 1.

**2 ASSIGNMENT**

In consideration of the payment of £50,000 (fifty thousand pounds sterling), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Assigned Intellectual Property, including, without limitation, all right, power and benefit arising therefrom or accrued thereto together with the right to sue for and take all such other proceedings as may be necessary for the recovery of past, present and future damages or any other remedies in respect of any infringement of any of the Assigned Intellectual Property.

**3 FURTHER ASSURANCE**

The Assignor shall, at the request of the Assignee or its nominee, promptly do all such acts and execute all such documents (and procure that any third party does all such acts and executes all such documents as may be necessary) as the Assignee shall in its sole discretion require to:

- (a) secure, complete or absolutely vest full right, title and interest in the Assigned Intellectual Property in favour of the Assignee;
- (b) confer on the Assignee all rights of action in relation to any passing off by third parties at the date of this agreement; and
- (c) complete the registration of the Assignee as the registered proprietor of the Trade Marks with any applicable national trade mark or other applicable registry in any part of the world.

#### **4 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to any dispute that arises out of or in connection with it.

**IN WITNESS** of which the parties have signed this agreement as a deed on the date set out above.

## SCHEDULE 1

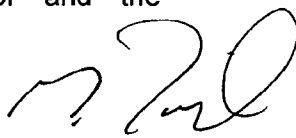
### Intellectual Property


1. "Boaters COFFEE COMPANY" (Figurative Mark), Community Trade Mark, number 4494563.




Schedule 1 - IP (v1-C  
0042940267).pdf


**SIGNED** and delivered as a deed on behalf of **HAMSARD 3146 LIMITED** acting by two directors or by one director and the secretary:

**Director**  
Signature :   
Name : M. HALL

**Director/Secretary**  
Signature :   
Name : MICHAEL HALL

**SIGNED** and delivered as a deed on behalf of **HAMSARD 3145 LIMITED** acting by two directors or by one director and the secretary:

**Director**  
Signature :   
Name : M. HALL

**Director/Secretary**  
Signature :   
Name : MICHAEL HALL