

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coats Steiner		07/04/2008	COMPANY: FRANCE
RECEIVING PARTY DATA			
Name:	J & P Coats Limited		
Street Address:	155 Saint Vincent Street		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 5PA		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0822941	ROYAL PARIS	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	129530.1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 0822941

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**TRADEMARK
 REEL: 004301 FRAME: 0070**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Paul J. Kennedy

Signature:

/Paul J. Kennedy/

Date:

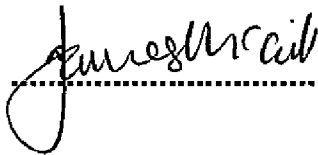
10/21/2010

Total Attachments: 10

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Assignment of trademark between
COATS STEINER and J & P COATS LIMITED

I, James McGill, of Murgitroyd & Company, Scotland House, 165-169 Scotland Street, Glasgow G5 8PL, hereby declare that I am the translator of the document attached and certify that the following is a true translation to the best of my knowledge and belief.



..... Dated this 5th of August 2010

ASSIGNMENT OF TRADEMARK

BETWEEN THE UNDERSIGNED:

1°/ The company COATS STEINER, a joint-stock company (société par actions simplifiée), with capital of € 349,760 whose registered office is situated at 100 Avenue du General de Gaulle, Mehun-sur-Yèvre (18500), registered in the BOURGES Trade And Companies Register under the number 703.720.219.

Represented by Monsieur Agustin GUSTA GARCIA

Hereafter referred to as the assignor
Of the first part

AND

2°/ The company J & P COATS LIMITED, a company under English law, whose registered office is situated at 155 Saint Vincent Street, Glasgow (G2 5PA), registered under the number SC002042.

Represented by Monsieur Roger Bevan and the company COATS PATONS Limited represented by Monsieur Tim SAUNT.

Hereafter referred to as the assignee
Of the second part

It is hereby agreed as follows:

PREAMBLE

The company COATS STEINER is the proprietor of the French and international mark ROYAL PARIS and of the mark GRIP-CAN, which have been the subject of various filings at the INPI

(National Institute of Intellectual Property), of which a list is attached hereafter.

The company J & P COATS LIMITED proposes to acquire the full and entire ownership of the marks listed in the schedule, and the company COATS STEINER has agreed to their assignment thereto.

As a consequence, the parties have reached the following agreement:

Article 1– Subject

1. The assignor hereby assigns to the assignee who accepts, the full and entire ownership of the mark ROYAL PARIS, registered at the INPI under the No. 1213661 in the classes 23, 24 and 26, of which the list of registrations at the INPI is attached hereafter, and of the mark GRIP-CAN registered at the INPI under the No. 93464465 in class 1.
2. The assignor undertakes to give the assignee all of the documents regarding the above-mentioned marks as soon as possible.
3. The present assignment is agreed to and accepted without any other guarantee than the material existence of the marks and those set out in Article 2 below.

Article 2 – Guarantee

The assignor expressly declares that said marks have not been made the subject of any assignment or licence, nor of a pledge or collateral security.

The assignor declares that it is the proprietor of all of the rights attached to the marks, that they are not the subject of any ongoing infringement action, nor of an action for forfeiture and that the marks can be freely assigned.

Article 3 – Price for assignment

The present assignment is agreed to and accepted in consideration of the sum of four hundred and forty-five thousand euros (€ 445,000), which shall be paid by means of a bank transfer by the assignee, and which the assignor accepts expressly without any other guarantee.

Article 4 – Consequences of the assignment

1. As a result of said assignment, the assignor is subrogated by the assignee in all the rights of the assignor with regard to the marks, such that starting from the signature of the present instrument, it shall have the full ownership and enjoyment thereof and shall be able to dispose of or exploit them as it sees fit, to keep them in force or to abandon them.
2. The assignee, from this day, shall pay all of the renewal fees for said marks insofar as it wishes to keep them in force.
3. The present assignment shall include the right for the assignee to take action with regard to any infringements which may have occurred prior to or which may occur subsequent to the present assignment.

Article 5 – Applicable law – litigation

1. The present contract is subject to French law.
2. Any dispute arising between the parties due to its interpretation and/or its execution shall be subject to the Bourges Commercial Court if no amicable resolution is reached.

Article 6 – Registration in the national trademarks Register

The fees pertaining to the administrative acts for registering the present assignment in the national trademarks Register at the National Institute of Intellectual Property shall be payable by the assignee, who undertakes to do this.

Article 7 – Power

All powers are given to the bearer of a copy or an original of the present instrument, to have said assignment entered on the national trademark Register.

Drawn up at

On

In four copies

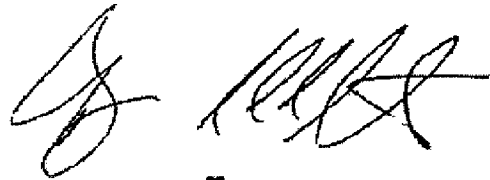
Mehun sur Yèvre
9/04/2008

The assignor



COATS STEINER
SAS au capital de 349 760 €
100, avenue du Gal de Gaulle
18500 Mehun sur Yèvre
Tél. 02 48 23 12 30 - Fax 02 48 23 12 40
TVA FR95703720219 - RCS 703720219

The assignee



For and on behalf of
COATS PATONS LIMITED

SCHEDULE 1
Registered Trade Marks

Country	Mark	Reg. No.	Class(es)	Renewal Date
African Intellectual Property Organization (OAPI)	ROYAL PARIS & CROWN	12013	24	
Algeria	ROYAL PARIS & CROWN	209011	23 24 25 26	10/07/2012
Argentina	ROYAL PARIS & CROWN	2778227	26	
Argentina	ROYAL PARIS & CROWN	1751936	24	03/12/2017
Australia	ROYAL PARIS & CROWN	B384339	24	09/09/2009
Austria	ROYAL PARIS & CROWN	209011	23 24 25 26	24/11/2013
Andorra	ROYAL PARIS & CROWN	3921	24	
Benelux	ROYAL PARIS & CROWN	209011	23 24 25 26	21/02/2007
Bosnia-Herzegovina	ROYAL PARIS & CROWN	209011	23 24 25 26	
Brazil	ROYAL PARIS & CROWN	007040903	24 (24-10)	
Canada	ROYAL PARIS & CROWN	195043	24	25/12/2009
China	ROYAL CROWN	557168	24	26/10/2018
China	ROYAL PARIS & CROWN	227482	26	21/06/2011
China	ROYAL PARIS & CROWN	382378	24	30/05/2015
Croatia	ROYAL PARIS & CROWN	209011	23 24 25 26	30/05/2015
Czech Republic	ROYAL PARIS & CROWN	209011	23 24 25 26	
Denmark	ROYAL PARIS & CROWN	1438/1975	24 26	
Egypt	ROYAL PARIS & CROWN	209011	23 24 25 26	04/04/2015
France	GRIP-CAN	93464465	1	
France	ROYAL PARIS	1213661	23 24 26	15/04/2013
Germany	ROYAL PARIS & CROWN	209011	23 24 25 26	22/09/2012
Greece	ROYAL PARIS & CROWN	4867365	24 26 27	
Hungary	ROYAL PARIS & CROWN	209011	23 24 25 26	28/06/2012
International	ROYAL PARIS & CROWN	209011	23 24 25 26	
Israel	ROYAL PARIS & CROWN	209011	23 24 25 26	17/04/2008
Italy	ROYAL PARIS & CROWN	T36188	24	24/09/2021
Lebanon	ROYAL PARIS & CROWN	209011	23 24 25 26	
Liechtenstein	ROYAL PARIS & CROWN	94512	24	09/07/2018
Monaco	ROYAL PARIS & CROWN	209011	23 24 25 26	
Morocco	ROYAL PARIS & CROWN	209011	23 24 25 26	
Morocco	ROYAL PARIS & CROWN	209011	23 24 25 26	
New Zealand	ROYAL PARIS & CROWN	40552	24	13/04/2009
Norway	ROYAL PARIS & CROWN	B145412	24	06/01/2014
Panama	ROYAL PARIS & CROWN	89565	24	15/11/2013
Poland	ROYAL PARIS & CROWN	37324	24	05/06/2014
Portugal	ROYAL PARIS & CROWN	89663	24	02/04/2013
Romania	ROYAL PARIS & CROWN	209011	23 24 25 26	17/04/2008
San Marino	ROYAL PARIS & CROWN	209011	23 24 25 26	
Serbia	ROYAL PARIS & CROWN	209011	23 24 25 26	
Serbia Montenegro	ROYAL PARIS & CROWN	209011	23 24 25 26	
Slovakia	ROYAL PARIS & CROWN	33090	24	20/04/2009
Slovenia	ROYAL PARIS & CROWN	209011	23 24 25 26	
South Africa	ROYAL PARIS & CROWN	209011	23 24 25 26	
Spain	ROYAL PARIS & CROWN	93/2564	24	01/04/2013
Sweden	ROYAL PARIS & CROWN	209011	26	
Switzerland	ROYAL PARIS & CROWN	143193	24 26	25/05/2013
Turkey	ROYAL PARIS & CROWN	209011	23 24 25 26	
Turkish Republic of Northern Cyprus	ROYAL PARIS & CROWN	174196	24	10/06/2016
Ukraine	ROYAL PARIS & CROWN	2045	24	26/06/2019
United Kingdom	ROYAL PARIS & CROWN	209011	23 24 25 26	
United States	ROYAL PARIS & CROWN	TMB998565	24	18/09/2017
Vietnam	ROYAL PARIS & CROWN	822941	24	24/01/2017
	ROYAL PARIS & CROWN	209011	23 24 25 26	

CESSION DE MARQUE

ENTRE LES SOUSSIGNEES :

1°/ La société COATS STEINER, société par actions simplifiée, au capital de 349.760 € dont le siège social est fixé à Mehun-sur-Yèvre (18500) 100 Avenue du Général de Gaulle, immatriculée au RCS de BOURGES sous le n° 703.720.219.

Représentée par Monsieur Agustin GUSTA GARCIA

Ci-après dénommée le cédant
De première part

ET

2°/ La société J & P COATS LIMITED, société de droit anglais, dont le siège social est fixé à Glasgow (G2 5PA), 155 Saint Vincent Street, immatriculée sous le n° SC002042.

Représentée par Monsieur Roger Bevan et la société COATS PATONS Limited représentée par Monsieur Tim SAUNT.

Ci-après dénommée le cessionnaire
De seconde part

Il est exposé et convenu ce qui suit :

EXPOSE

La société COATS STEINER est propriétaire de la marque française et internationale ROYAL PARIS et de la marque GRIP-CAN, qui ont fait l'objet de divers dépôts auprès de l'INPI, dont la liste est demeurée ci-après annexée.

La société J & P COATS LIMITED envisage d'acquérir en pleine et entière propriété les marques visées en annexe, la société COATS STEINER ayant accepté de lui céder.

En conséquence, les parties ont convenu ce qui suit :

Article 1 – Objet

1. Le cédant cède par les présentes au cessionnaire qui accepte, la pleine et entière propriété de la marque ROYAL PARIS, enregistrée auprès de l'INPI sous le n°

- 1213661 dans les classes 23, 24 et 26 dont la liste des inscriptions auprès de l'INPI est demeurée ci-après annexée et de la marque GRIP-CAN enregistrée auprès de l'INPI sous le n° 93464465 dans la classe 1.
2. Le cédant s'engage à remettre au cessionnaire tous les documents concernant les marques précitées dans les meilleurs délais.
 3. la présente cession est consentie et acceptée sans autre garantie que celle de l'existence matérielle des marques et celles visées à l'article 2 ci-dessous.

Article 2 – Garantie

Le cédant déclare expressément que lesdites marques n'ont fait l'objet d'aucune cession ou licence d'exploitation, ni d'un quelconque gage ou nantissement.

Il déclare qu'il détient tous les droits attachés aux marques, qu'elles ne font pas l'objet d'une action en contrefaçon en cours, ni d'une action en déchéance et qu'il peut les céder librement.

Article 3 – Prix de cession

La présente cession est consentie et acceptée moyennant le prix de quatre cent quarante cinq mille euros (445.000 €), qui sera payée au moyen d'un virement bancaire par le cessionnaire, ce que le cédant accepte expressément sans autre garantie.

Article 4 – Conséquences de la cession

1. En conséquence de ladite cession, le cessionnaire est subrogé dans tous les droits du cédant sur les marques, de sorte qu'à compter de la signature du présent acte il en aura la propriété et la jouissance entières et pourra en disposer ou l'exploiter à son gré, la maintenir en vigueur ou l'abandonner.
2. Le cessionnaire acquittera à compter de ce jour, les taxes de renouvellement des dites marques pour autant qu'il souhaite les maintenir en vigueur.
3. La présente cession emporte le droit pour le cessionnaire d'agir en contrefaçon à l'égard de tous actes de contrefaçon antérieurs ou postérieurs à la présente cession.

Article 5 – Droit applicable – litiges

1. Le présent contrat est soumis au droit français.
2. Tout différend né entre les parties de son interprétation et/ou de son exécution sera soumis, à défaut de résolution amiable, au Tribunal de Commerce de Bourges.

Article 6 – Inscription au registre national des marques

Les frais afférents aux administratives d'inscription de la présente cession au Registre national des marques à l'institut national de la propriété industrielle seront à la charge du cessionnaire qui s'y oblige.

Article 7 – Pouvoir

Tous pouvoirs sont donnés au porteur d'une copie ou d'un original du présent acte, pour faire inscrire ladite cession au Registre national des marques.

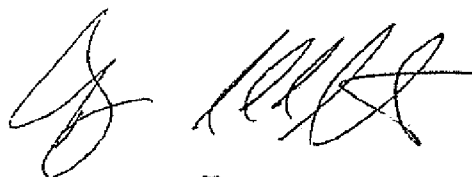
Fait à *MEHUN SUR YÈVRE*
Le *4/04/2008*
En quatre exemplaires

Le cédant



COATS STEINER
SAS au capital de 349 760 €
100, avenue du Gal de Gaulle
18500 Mehun sur Yèvre
Tél. 02 48 23 12 30 - Fax 02 48 23 12 40
TVA FR95703720219 - RCS 703720219

Le cessionnaire



For and on behalf of
COATS PATONS LIMITED



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