

4258195

DATED 9 FEBRUARY 2007


- (1) ARCHANT REGIONAL LIMITED
- (2) ARCHANT HERTFORDSHIRE LIMITED

TRADE MARK ASSIGNMENT

CAMBRIDGESHIRE AGENDA

CAMBRIDGESHIRE PROPERTY PLUS

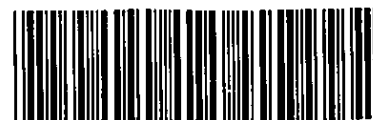
Certified as a true copy
of the original


J O ELLISON, Company Secretary
Archant Hertfordshire Limited
Date: 16 March 2007

27-3-07

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MONDAY



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COMPANIES HOUSE

ASSIGNMENTDated *The ninth day of February*

2007

BETWEEN:

- (1) **ARCHANT REGIONAL LIMITED** having its registered office in England under number 19300 whose registered office is at Prospect House, Rouen Road, Norwich, Norfolk, NR1 1RE (the "Assignor"), and
- (2) **ARCHANT HERTFORDSHIRE LIMITED** having its registered office in England under number 4258155 whose registered office is at Prospect House, Rouen Road, Norwich, Norfolk, NR1 1RE (the "Assignee")

IT IS AGREED as follows**1. ASSIGNMENT**

- 1.1 The Assignor is the owner of certain registered and unregistered trade marks including, without limitation, those marks, domain names and logos listed in schedule 1 together with the get-up of such trade marks and logos and all goodwill attaching to the trade marks, domain names and logos (the "Trade Marks")
- 1.2 In consideration of the Purchase Consideration (as defined in clause 2), the Assignor assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights, title and interest in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks
- 1.3 The Assignor covenants that, with effect from the date of this assignment, it will not use the Trade Marks itself, nor sue the Assignee for use of such Trade Marks and it will not do anything to stop the Assignee from building up its own rights and reputation in the Trade Marks

2. CONSIDERATION

In consideration for the assignment of the Trade Marks by the Assignor to the Assignee, the Assignee shall, on completion, which shall occur immediately following the execution of this document, allot and issue to the Assignor credited as fully paid 900 ordinary shares of £1 each in the capital of the Assignee ("the Purchase Consideration")

3. THIRD PARTY PROCEEDINGS

- 3.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks) The Assignor agrees and undertakes to provide to the Assignee any necessary assistance with any proceedings which may be brought by or against the Assignee or by any third party in relation to the Trade Marks
- 3.2 The Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by the Assignor in providing the Assignee with such assistance.

4. DOCUMENTS

The Assignor agrees that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment

5. GOVERNING LAW

This Assignment shall be governed by and interpreted in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts

This Assignment has been executed by the parties on the date stated on page 1

Signed for and on behalf of
ARCHANT REGIONAL LIMITED by its
duly authorised representative

Director
Print name .

John Fry
JOHN FRY

Signed for and on behalf of
ARCHANT HERTFORDSHIRE LIMITED
by its
duly authorised representative

Director
Print name

Adrian Jenkins
Adrian Jenkins

SCHEDULE 1
TRADE MARKS

1. Registered Trade Marks

None

2. Unregistered Trade Marks

CAMBRIDGESHIRE
Agenda

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3. URLs

www.cambridgeshirepropertyplus.co.uk

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