

1.28.99

TRADEMARK



100952636

To the Assistant Commissioner for Trademarks

ments or copy thereof.

1. Name of conveying party(ies):

Valerie Sargent-Keller

Individual(s)

Association

General Partnership

Limited Partnership

Corporation - California

Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: GPC Sales, Inc.

Internal Address: _____

Street Address: 1095 Long Island Avenue

City: Deer Park State: NY ZIP: 11729

Individual(s) citizenship

Association

Limited Partnership

Corporation - New York

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: 12/01/1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s) 2,074,225

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George W Hoover

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

Enclosed

Authorized to charged to deposit account

8. Deposit account number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

01/29/1999 NGUYEN 00000016 2074225

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

George W Hoover

Name of Person Signing

Signature

January 21, 1999

Date

Attny Dkt No.: 003054.M006

Total number of pages including cover sheet: 8

TRADEMARK ASSIGNMENT AND SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between GPC Sales, Inc., a corporation organized and existing under the laws of the State of New York and having a principal place of business at 1095 Long Island Avenue, Deer Park, New York 11729 (hereinafter "GPC") and Valerie Sargent-Keller, an individual residing at 735 Shady Lake Parkway, Baton Rouge, Louisiana 70810 (hereinafter "Keller").

WHEREAS, Keller alleges that she has used VIKING as a trademark in connection with cologne and other fragrance products, in interstate commerce at least as early as November 14, 1995.

WHEREAS, Keller has obtained U.S. trademark Registration No. 2,074,225 for VIKING.

WHEREAS, GPC has a *bona fide* intent to use VIKING as a trademark for cologne and other fragrance and personal care products.

WHEREAS, GPC has filed a petition to cancel said U.S. registration of VIKING, in response to which the United States Patent and Trademark Office has opened Cancellation Proceeding No. 27,878.

NOW, THEREFORE, in consideration of the covenants and agreements herein made and exchanged, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Keller represents and warrants that she is the owner of U.S. Trademark Registration No. 2,074,225 and of all rights in and to the VIKING trademark arising thereunder. To the best of her knowledge, said trademark registration is valid and enforceable. Keller represents that she is the owner of all copyrights existing in the Viking Boat design appearing in U.S. Trademark Registration No. 2,074,225. Keller hereby assigns to GPC all right, title and interest in and to the VIKING trademark throughout the world, together with the goodwill of the business symbolized by the mark, and the above-identified U.S. Registration No. 2,074,225 thereof. Keller hereby grants to GPC a perpetual, non-exclusive, royalty-free license to reproduce and distribute copies of the Viking Boat design appearing in U.S. trademark Registration No. 2,074,225. This license shall be limited solely to the right to copy the Viking Boat design for

packaging and promotional material solely for use in connection with any of the goods listed in U.S. Trademark Registration No. 2,074,225. This license does not extend to the right to copy the Viking Boat design for any other purpose or in connection with any other goods or services not listed in U.S. Trademark Registration No. 2,074,225. GPC shall have the right to sublicense the rights granted herein, subject to the limitations of the license granted by Keller.

2. In consideration of the foregoing assignment, GPC shall pay to Keller the sum of \$50,000 upon delivery of three executed and notarized originals hereof to:

Dennis Apfel, Esq.
2070 Deer Park Avenue
Deer Park, New York 11729

3. Promptly following execution of this agreement, GPC shall cause its attorneys to dismiss the above-identified cancellation proceeding with prejudice.

4. Keller hereby covenants that she will never petition the United States Patent and Trademark Office or any court of competent jurisdiction to cancel any United States registration of VIKING owned by GPC for fragrance or personal care products, oppose any application by GPC for federal, state or foreign registration of that mark for such goods, nor petition to cancel any state or foreign registration which may be obtained for the VIKING trademark by GPC for use in connection with such goods.

5. Except for a breach of any provision of this Agreement, Keller, for herself, and all of her past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, servants, agents, partners, associates, employees, representatives, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, and administrators, hereby and forever fully and unconditionally releases and discharges GPC, and each and all of GPC's past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, principals, servants, agents, partners, associates, officers, directors, employees, representatives, shareholders, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, and administrators, from any and all claims, demands, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages, judgments and orders of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or which presently exist, relating in any way to the VIKING trademark. This paragraph shall not bar Keller from pursuing against any party, person, or entity, claims, demands, causes of action, suits, judgments and orders unrelated to the VIKING

trademark, including but not limited to, claims for copyright infringement of the Viking Boat design included in U.S. Trademark Registration No. 2,074,225.

6. Except for a breach of any provision of this Agreement, GPC, for itself, and all of its past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, principals, servants, agents, partners, associates, officers, directors, employees, representatives, shareholders, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, and administrators, hereby and forever releases and discharges Keller, and each and all of her past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, servants, agents, partners, associates, employees, representatives, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, and administrators, from any and all claims, demands, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages, judgments and orders of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or which presently exist, relating in any way to the VIKING trademark.

7. It is understood by the parties that there is a risk that, subsequent to the execution of this Agreement, a party or its attorneys may hereafter discover facts different from or in addition to the facts which it or its attorney now knows or believes to be true relating to the respective rights of the parties in the VIKING trademark. The parties intend this Agreement to apply to all unknown or unanticipated results, as well as those known and anticipated concerning the subject matter hereof, and it is the intention of the parties to hereby fully, finally, absolutely and forever settle and release claims and disputes concerning the VIKING trademark which do exist or may exist. Accordingly, it is understood and agreed that the foregoing releases shall be, and shall remain in effect as, full and complete releases concerning the foregoing subject matter, notwithstanding the subsequent discovery of different or additional facts.

8. Each party represents and warrants that it is the sole and lawful owner of all right, title and interest in and to every claim or other matter, if any, which it purports to assign or release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any other person or entity any claim or other matter herein assigned or released. If either party is called upon to defend any claim based upon or arising in connection with any such prior assignment or transfer of any claim or other matter assigned or released herein, the party who made such assignment will defend and hold harmless the other party. Neither Keller nor any of her past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, servants, agents, partners, associates, employees, representatives, attorneys, insurers, legal representatives,

descendants, dependents, heirs, executors, and administrators, shall have any obligation hereunder to defend any third-party claims arising out of or relating to the validity and/or enforceability of U.S. Trademark Registration No. 2,074,225.

9. Each party agrees that if it hereafter commences, joins in, or in any manner asserts against the other party any claim released hereunder, then it will pay to the other party, in addition to any other damages caused to the other party thereby, all reasonable attorney's fees and costs incurred in defending or otherwise responding to such suit or claim. In the event any party shall maintain or commence any action, proceeding or motion against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

10. Each party represents and warrants as follows:

(a) Each party has received independent legal advice from attorneys of its choice with respect to the advisability of making the assignment, settlement and release provided herein, and with respect to the advisability of executing this Agreement. Prior to the execution of this Agreement by each party, that party's attorney reviewed the Agreement at length, and made any desired changes.

(b) Each party and its attorney have made such investigation of the facts pertaining to the terms set forth in this Agreement as they deemed necessary.

(c) This Agreement has been carefully read by, the contents hereof known and understood by, and signed freely by the parties executing this Agreement.

(d) Except as expressly stated in this Agreement, neither party has made any statement or representation to the other party regarding any fact relied upon by such other party in entering into this Agreement.

(e) Each party relies upon the finality of this Agreement as a material factor inducing that party's execution of this Agreement and its willingness to assume the obligations imposed upon it by this Agreement.

(f) The signatories to this Agreement are the individuals whom they purport to be and have full authority to bind the respective parties hereto.

11. Each party agrees that it will not undertake any action which would interfere with the performance of this Agreement by the other party hereto, or which would adversely affect any of the rights provided for herein.

12. Each party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.

13. This Agreement shall inure to the benefit of the transferees, successors, assigns, heirs, beneficiaries, executors, administrators, partners, agents, employees and representatives, and legal representatives of the persons and entities released by each party and in the case of corporate entities which are released, to the benefit of their respective affiliated companies, officers, directors, servants, agents, employees, shareholders, attorneys and representatives, individually and in their corporate capacity.

14. This Agreement shall be deemed to have been entered into in the State of New York and this Agreement, including any rights, remedies or obligations provided thereunder, shall be construed and enforced in accordance with the laws of the State of New York.

15. This Agreement sets forth the entire understanding and agreement between the parties hereto as to the subject matter of this Agreement, and supersedes all previous communications, negotiations, representations, and agreements, either written or oral with respect to the subject matter hereof, and no addition or modification of this Agreement shall be binding on either party hereto, unless in writing and signed by each of the parties.

16. This Agreement may be executed in multiple counterparts, and each counterpart shall be deemed an original hereof. This Agreement shall become binding notwithstanding the execution of separate originals hereof, one by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Valerie Sargent-Keller

GPC Sales, Inc.

Valerie Sargent-Keller "Keller" By: Michael W. Katz, V.P. "GPC"

MICHAEL W. KATZ, V.P.
Print Name and Title

Dated: December 1, 1998

Dated: 12-10-98

State of Louisiana
Parish of East Baton Rouge } ss
County of

On this 1 day of Dec. 1998, before me, Lisa R. Phillips
the undersigned Notary Public, personally appeared Valerie Sargent-Keller
0 personally known to me OR

0 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

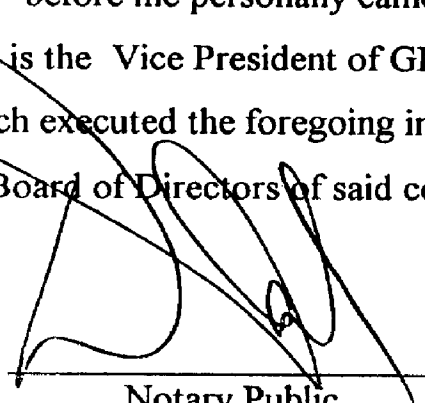
WITNESS my hand and official seal.

Lisa R. Phillips
Notary's Signature

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF SUFFOLK) SS:

On the 9th day of December, 1998 before me personally came
MICHAEL KATZ to me known, who stated that he is the Vice President of GPC
SALES, INC., the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

DENNIS M. APFEL
NOTARY PUBLIC, State of New York
No. 52-5091600
Qualified in Suffolk County
Commission Expires March 30, 1999
DA