

03-17-1999

HEET  
JLY

Docket No.:

045836-000



100984804

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof

1. Name of conveying party(ies): Safilo Financial Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: 3-11-99  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Declaration

Execution Date: February 23, 1999

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

Name: FTL Corp.

Internal Address: Suite 202

Street Address: 802 West Street

City: Wilmington State: DE ZIP: 19801

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,186,514      1,169,091      1,185,565  
1,845,460

Additional numbers attached?  Yes  No

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

Name: James R. Meyer

Internal Address:

Schnader Harrison Segal & Lewis LLP

Street Address: 1600 Market Street, Suite 3600

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/15/1999 JSHABAZZ 00000154 1186514

DO NOT USE THIS SPACE

115E

01 FC:481 40.00 OP  
02 FC:482 75.00 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.

James R. Meyer

Name of Person Signing

Signature

3/8/99

Date

Total number of pages including cover sheet, attachments, and document:

15

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Operation**

**IN RE:** Trademarks of FTL Corp.

Attorney Docket No.: 045836-000

**DECLARATION**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22292-3513

The undersigned declares:

1. I am President of FTL Corp. and am authorized to make this declaration on its behalf.
2. FTL Corp. is a Delaware Corporation having offices at 802 West Street, Suite 202, Wilmington, DE 19801.
3. The trademarks set forth in Exhibit 1 ("Marks") are now owned by FTL Corp.
4. In 1991, Safilo Financial Corporation, the previous owner of the Marks, changed its name to Tralice Corp. (Exhibit 2)
5. In 1993, Tralice Corp. transferred all right title and interest in and to the Marks to FTL Corp. in accordance with the Assignment (Exhibit 3).

Being warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of this document, I declare that: I am properly authorized to make this

Declaration on behalf of Applicant; the facts set forth in this Declaration are true; and all statements made of my knowledge are true and all statements made on information and belief are believed to be true.

FTL Corp.

Dated: Feb 23, 1999

By: Gordon W. Stewart  
Name: Gordon W. Stewart  
Title: President

**EXHIBIT 1  
TO  
DECLARATION**

**Marks**

[See Attached]

# EXHIBIT 1

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
US	ADENSCO	1,186,514
US	CONTEMPORA	1,169,091
US	FLEXOLITE	1,185,565
US	SUN SIGHTS	1,845,460

**EXHIBIT 2  
TO  
DECLARATION**

**Certified Copy of  
Certificate of Amendment of  
Certificate of Incorporation of  
Safilo Financial Corp.**

# State of Delaware



## Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SAFILO FINANCIAL CORP." FILED IN THIS OFFICE ON THE FOURTH DAY OF DECEMBER, A.D. 1991, AT 4 O'CLOCK P.M.

\* \* \* \* \*

RECEIVED  
92 JUN -9 1 10 05



913385307

*Jeffrey D Lewis*

ACTING SECRETARY OF STATE

AUTHENTICATION: \*3281887

DATE: 12/23/1991

2

80859

TRADEMARK  
REEL: 1868 FRAME: 0331

DEC 04 '91 15:28 SCHNADER HARRISON, NY

BK 1240FG0657

**CERTIFICATE OF AMENDMENT OF  
CERTIFICATE OF INCORPORATION  
OF  
SAFILO FINANCIAL CORP.**

To: The Secretary of State  
State of Delaware

Pursuant to the provisions of Sections 242(a)(1) and 242(b)(1) of the Delaware General Corporation Law (the "Law"), the undersigned Corporation executes the following Certificate of Amendment of its Certificate of Incorporation:

1. The name of the Corporation is SAFILO FINANCIAL CORP.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the sole shareholder of the corporation on the 1st day of November, 1991.

Resolved, that Article 1 of the Certificate of Incorporation be amended to read as follows:

"The name of the Corporation is TRALICE CORP."

1. The number of shares entitled to vote upon the amendment was 100.

4. In lieu of a meeting and vote of the shareholders and in accordance with the provisions of Section 228 of the Law, the foregoing amendment was adopted by the sole shareholder of the Corporation, without a meeting, pursuant to written consent.

Dated: this 1st day of November, 1991.

SAFILO FINANCIAL CORP.

By:   
Giuliano Tabacchi,  
President

ATTEST:

  
Richard Wolan, Secretary



**EXHIBIT 3  
TO  
DECLARATION**

**Assignment Agreement**

[See Attached]

## ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of this 6th day of December, 1993, between Tralice Corp., a Delaware corporation, with principal offices at 1013 Centre Road, Suite 350, Wilmington, Delaware ("Tralice") and FTL Corp., a Delaware corporation, with offices at Suite 601, 1300 Market Street, Wilmington, Delaware ("FTL").

### BACKGROUND

The Background of this Assignment Agreement is that the parties hereto have entered into a Subscription Agreement dated as of December 6, 1993 (the "Subscription Agreement"), under which Tralice has agreed to transfer to FTL all of its ownership, right, title and interest in certain trademarks, tradenames, and service marks (collectively referred to as the "Trademarks"), more particularly described on Exhibit A attached hereto, plus all of Tralice's rights under certain third-party license agreements (collectively referred to as the "License Agreements"), more particularly described on Exhibit B attached hereto (and all goodwill associated therewith) (collectively, the "Assets"), in exchange for the issuance by FTL of One Thousand (1,000) shares of its stock and certain other covenants. The assignment of Tralice's rights under certain License Agreements to FTL is contingent upon Tralice's obtaining consent to such assignment from the third-party licensees as required under such License Agreements and Tralice agrees to make good faith efforts to obtain such consents within

forty-five (45) days of the date first above written and to otherwise inform FTL if any consent is withheld.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and in the Subscription Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Tralice does hereby assign, transfer and convey unto FTL the Assets, including all right, title and interest in and to the Trademarks, and including without limitation all common law trademark rights and all goodwill of the business symbolized by and associated with the Trademarks, described on Exhibit A and all applicable registrations therefor, plus all of its rights under the License Agreements described on Exhibit B (and all goodwill associated therewith) contingent upon Tralice's obtaining the consents to assignment described below in Paragraph (C).

(B) FTL hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) Tralice agrees to make good faith efforts to obtain any consents from third-party licensees to the assignment of Tralice's rights under the License Agreements as may be required under such License Agreements within forty-five (45) days of the date first above written.

(D) Tralice agrees to take whatever further action is deemed necessary or appropriate by FTL to properly and completely effect the transfer to FTL of the Assets and to establish full custody of the Assets by FTL. The parties acknowledge with respect to the Trademarks the possible need or appropriateness in certain registration offices for separate assignments relating solely to the specific trademark on record in such registration offices. Accordingly, without limitation, Tralice agrees to execute assignments in substantially the same form as attached hereto as Exhibit C, upon request of FTL, in connection with separate assignments of trademarks.

(E) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 6th day of December, 1993 and affixed their respective corporate seals hereto.

[Seal]  
Attest:

TRALICE CORP.

By: *Roem A Schwab*  
Name:  
Title: *TREASURER*

By: *Gordon W. Stewart*  
Name: *Gordon W. Stewart*  
Title: *President*

[Seal]  
Attest:

FTL CORP.

By: *Roem A Schwab*  
Name:  
Title: *TREASURER*

By: *Gordon W. Stewart*  
Name: *Gordon W. Stewart*  
Title: *President*

STATE OF Delaware )  
COUNTY OF New Castle ) SS.

On the 26<sup>th</sup> day of April, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gordon W. Stewart, who acknowledged himself to be the President of FTL Corp., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
NOTARY PUBLIC

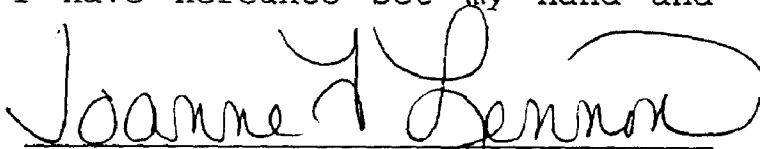
My Term Expires: \_\_\_\_\_

[SEAL] **JOANNE F. LENNON**  
**NOTARY PUBLIC**  
My Commission Expires February 22, 1997

STATE OF Delaware )  
COUNTY OF New Castle ) SS.

On the 26<sup>th</sup> day of April, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gordon W. Stewart, who acknowledged himself to be the President of Tralice Corp., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
NOTARY PUBLIC

My Term Expires: \_\_\_\_\_

[SEAL]

**JOANNE F. LENNON**  
**NOTARY PUBLIC**

**My Commission Expires February 22, 1997**

**SCHEDULE A**

1. All right, title and interest in the following trademarks owned by Tralice Corp. and all goodwill associated therewith, together with all common law trademark rights and all applicable registrations therefor:

TRADEMARKS

<u>Trademarks</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country</u>
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SEE ATTACHED

**SCHEDULE A (Excerpt)**

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
US	ADENSCO	1,186,514
US	CONTEMPORA	1,169,091
US	FLEXOLITE	1,185,565
US	SUN SIGHTS	1,845,460