

WRD
3-15-99

03-19-1999

FORM PTO-1594

RECC

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



100988279

EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Montres Zodiac S.A.

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

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

3. Nature of conveyance:

- ___ Assignment
 - ___ Security Agreement
 - Other sales contract that assigns entire interest & goodwill
 - ___ Merger
 - ___ Change of Name
- Execution Date: 01/30/1998

2. Name and address of receiving party(ies)

Name: Genender International, Inc.

Internal Address: _____

Street Address: 44 Century Drive

City: Wheeling State: IL ZIP: 60090

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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 trademark registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
443,032

Additional numbers attached? ___ Yes No

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

Name: Joseph T. Nabor, Esq.

Internal Address: _____

Street Address: FITCH, EVEN, TABIN & FLANNERY

120 South LaSalle Street, 16th Floor

City: Chicago State: IL ZIP: 60603-4277

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account for deficiencies only

8. Deposit Account No.

06-1135

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature

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

Christopher E. George
Name of Person Signing

[Signature]
Signature

March 1999
Date

Total number of pages including cover sheet, attachments, and document: 20

TRADEMARK
REEL: 1869 FRAME: 0429

03/23/1999 JMT/DS 000012 443032

01 FC:481

3. Nature of Conveyance

Corrective cover sheet to correct the nature of conveyance of a recording at reel 1791, frame 0499 to read: sales contract that assigns the entire interest and goodwill

FORM PTO-1594

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDED

09-28-1998

SHEET U.S. DEPARTMENT OF COMMERCE
Y Patent and Trademark Office



1998 SEP 21 PM 12:12

To the Honorable Commissioner of Pa

100839463

and original documents or copy thereof
UPR/PKANCE

9-21-98

1. Name of conveying party(ies):
Montres Zodiac S.A.

- Individual(s)
- General Partnership
- Corporation - Switzerland
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sales Contract
- Merger
- Change of Name

Execution Date: 01/30/1998

2. Name and address of receiving party(ies)

Name: Genender International, Inc.
 Internal Address: _____
 Street Address: 44 Century Drive
 City: Wheeling State: IL ZIP: 60090

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Illinois
- 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 trademark registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
443,032

Additional numbers attached? Yes No

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

Name: Joseph T. Nabor, Esq.
 Internal Address: _____
 Street Address: FITCH, EVEN, TABIN & FLANNERY
135 South LaSalle Street, Suite 900
 City: Chicago State: IL ZIP: 60603-4277

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.

06-1135

DO NOT USE THIS SPACE

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.

Joseph T. Nabor
Name of Person Signing

Joseph T. Nabor
Signature

9/1/98
Date

Total number of pages including cover sheet, attachments, and document: 16

40.00
09/23/1998
01 F1:521

DECLARATION

On behalf of the bankruptcy office of Neuchâtel in re : MONTRES ZODIAC S.A. and pursuant to that certain Sales Contract between the ZODIAC S.A.'s bankrupt estate and GENENDER INTERNATIONAL INC. signed on January 30, 1998, **KNOW ALL MEN BY THESE PRESENTS THAT :**

1. The company MONTRES ZODIAC S.A. whose seat is in Neuchâtel, Grand-Rue 1a, was declared bankrupt by judgment of the District Court of Neuchâtel of August 25, 1997.
2. The creditors acting through their Administration, the Bankruptcy Office of Neuchâtel, invited all interested parties to make a bid for the purchase of the trademark rights on the mark "Zodiac" as well as for the purchase of an inventory of watches and parts of watches.
3. The company GENENDER INTERNATIONAL INC. made the successful bid on December 1, 1997, within the prescribed time.
4. Based on the decision of the Surveillance Committee, the Bankruptcy Office accepted the offer of the Company GENENDER INTERNATIONAL INC. The conclusion of the sale was submitted to the Community of the creditors in conformity with article 256 of the Swiss Law on the Bankruptcy.
5. A Sales Contract between the ZODIAC S.A.'s bankrupt estate and GENENDER INTERNATIONAL INC. dated January 30, 1998 was entered for the sale of the trademark rights on the mark "Zodiac" as well as for the purchase of an inventory of watches and parts of watches which is hereby confirmed.

In conjunction with the aforesaid contract the undersigned hereby confirms that, among other things, as a result of the bankruptcy, all contracts by and between MONTRES ZODIAC S.A. and any suppliers or any distributors were terminated.

MONTRES ZODIAC S.A., bankrupted
represented by

Neuchâtel, le 27.5.1998



SALES CONTRACT

(Free translation from the original text in French)

Between : The ZODIAC S.A.'s Bankrupt's Estate represented by the Bankruptcy Office of Neuchâtel ;

and : GENENDER INTERNATIONAL INC. in Wheeling IL 60090 (USA) represented by Cyrille CURVAT, Route de Pré-Bois 29, 1215 Genève 15.

1. PREAMBULE

- 1.1. The company MONTRES ZODIAC S.A. whose seat is in Neuchâtel, Grand-Rue 1a, was declared bankrupt by judgement of the District Court of Neuchâtel of August 25, 1997.
- 1.2. The creditors acting through their Administration, the Bankruptcy Office of Neuchâtel, invited all interested parties to make a bid for the purchase of the trademark rights on the mark "Zodiac" as well as for the purchase of an inventory of watches and part of watches.
- 1.3. The company GENENDER INTERNATIONAL INC. has made a bid on December 1st, 1997, within the prescribed time.
- 1.4. Based on the decision of the Surveillance Committee, the Bankruptcy Office accepted the offer of the Company GENENDER INTERNATIONAL INC.. The conclusion of the sale has been submitted to the Community of the creditors in conformity with article 256 of the Swiss Law on the Bankruptcy.

This said, the parties agree on the following terms and conditions for the sale:

2. ZODIAC MARK

- 2.1. The ZODIAC S.A. Bankrupt's Estate sells in conformity with the Swiss Law on bankruptcy, to GENENDER INTERNATIONAL INC. who accepts the rights relating to

the mark ZODIAC

including all the marks and other signs as they are currently registered or in the process of being registered in the countries listed on the attachment of this sales contract.

- 2.2. The sale includes all the rights mentioned in article 1 above, be they registered in the name of MONTRES ZODIAC S.A., of ZENITH INTERNATIONAL S.A. or of Mr Gad Willy MONNIER.

- a) The sale of the rights registered in the name of the company MONTRES ZODIAC S.A. is effective as of the removal of the suspensive condition set forth at article 4.1. of this contract. The purchaser shall then request without delay the Assignment of such rights in its name or in the name of any company appointed by him.
- b) The sales of the rights assigned by ZENITH to ZODIAC S.A. but still registered in the name of the company ZENITH INTERNATIONAL S.A. shall also be effective as of the removal of the suspensive condition set forth at article 4.1. of this contract.
The Bankrupt's Estate confirms to the purchaser the undertaking of ZENITH to sign and execute any acts or documents necessary for the assignment of such rights.
- c) The two registrations in the name of Mr Gad Willy MONNIER (Swiss Registration and Mongolian Registration) are currently subject to a judiciary procedure in order to be returned to the bankrupt's Estate.
The purchaser shall have the right to request the assignment of such rights in its name or in the name of any company appointed by him as soon as a definitive Court Decision shall be entered into force or a transaction agreement shall be reached to this purpose with Mr Gad Willy MONNIER.
The District Court of Neuchâtel rendered a decision on December 15, 1997 confirming the provisional measures of November 3, 1997 and prohibiting Mr Gad Willy MONNIER to assign for whichever reason the rights on the mark registered in its name.
The procedure aiming at the return of the mark to the bankrupt's Estate is in process. It is based on the articles 286, 287 and 288 of the Swiss Law on bankruptcy (revocatory action), as well as on the execution of the

undertaking signed by the Director Mr Gad Willy MONNIER on May 28th, 1997.

- 2.3. The sales price is set at Sfr. 1'550'000.—and consists in Sfr. 400'000.—for the rights mentioned at article 2.2.a and b and Sfr. 1'150'000.— for the rights mentioned at article 2.2.c.
The amount of Sfr. 400'000.—is to be paid upon the entry into force of this sale. It is subject to a bank guarantee given by the purchaser upon signature of this contract.
The balance of Sfr. 1'150'000.—shall be paid once the rights in the name of Mr Gad Willy MONNIER will be returned to the bankrupt's Estate following a Court Decision or in execution of any agreement which could be reached before a judgement.
- An irrevocable bank guarantee of Sfr. 1'150'000.—is given by the purchaser to the Bankruptcy Office of Neuchâtel upon signature of this contract.
- 2.4. The cost and expenses for the assignment of the mark to the purchaser shall be born by the later. The bankrupt's Estate undertakes to sign and execute all and any necessary document for the assignment requested by the purchaser.
- 2.5. The bankrupt's Estate undertakes to conduct and carry on at its own expenses all judiciary procedures until the mark registered in the name of Mr Gad Willy MONNIER is returned to the bankrupt's Estate. It shall proceed using all available procedures, including all appeals until a final and definitive decision is rendered by the last instance.

If however and against all odd, the bankrupt's Estate was notified with a final and definitive judgement giving no right to the return of the mark, the purchaser would not have to pay the balance of Sfr. 1'150'000.—and the sale would then be limited to the rights mentioned under section 2.2.a and b here-above.

In such case, the bank guarantee would become without purpose and would be returned to the purchaser.

3. INVENTORY

- 3.1. The bankrupt's Estate of ZODIAC S.A. sells, in conformity with the Swiss Law on Bankruptcy to GENENDER INTERNATIONAL S.A. who accepts an inventory of ZODIAC watches and of various components according the list attached to this contract.
- 3.2. The inventory is sold in its current condition, without guarantee for a price of Sfr. 200'000.—.
Such amount is due and paid upon entry into force of the sale. It is object to a bank guarantee given by the purchaser upon signature of this contract.

**4. CONCLUSION OF THIS AGREEMENT AND
ENTRY INTO FORCE**

- 4.1. This sales contract has been submitted by circular letter to the creditors of the bankrupt company ZODIAC S.A. No opposition was made.
- 4.2. Mr Gad Willy MONNIER has however filed a complaint based on article 17 of the Swiss Law on bankruptcy against this sales proposal. As such complaint has a suspensive effect, the conclusion of this sale and its entry into force are subject to the complaint being rejected by a Court Decision entered into force.

5. JURISDICTION AND APPLICABLE LAW

- 5.1. This contract is ruled by Swiss Law. The exclusive jurisdiction is in Neuchâtel.

Made in Neuchâtel, January 30, 1998-05-12

MONTRES ZODIAC S.A. bankrupted
represented by

the Bankruptcy Office
of Neuchâtel

GENENDER INTERNATIONAL INC.
represented by

Cyrille CURVAT

SALES CONTRACT
CONTRAT DE VENTE DE GRE A GRE

Entre : Masse en faillite de ZODIAC SA, agissant par l'Office des
Faillites de Neuchâtel;

et : GENENDER INTERNATIONAL INC, à Wheeling IL 60090 (USA) N
représentée par ~~ARTHUR ANDERSEN SA~~, Rte de Pré-Bols 29,
1215 Genève 15. *CYRILLE CHAVAT*

1. PREAMBULE

- 1.1. La société des MONTRES ZODIAC SA, dont le siège est à Neuchâtel, Grand-rue 1a, a été déclarée en faillite par Jugement du Tribunal du district de Neuchâtel du 25 août 1997.
- 1.2. La masse en faillite, agissant par son administration, l'Office des faillites de Neuchâtel, a invité les intéressés à formuler une offre chiffrée pour l'achat des droits liés à la marque ZODIAC, ainsi que pour l'achat d'un stock de montres et de composants.
- 1.3. La société GENENDER INTERNATIONAL INC. a formulé, dans le délai imparti, une offre datée du 1er décembre 1997.
- 1.4. Se fondant sur la décision de la Commission de surveillance l'Office des faillites a accepté l'offre de la société GENENDER INTERNATIONAL INC. La conclusion de la vente de gré à gré a de surcroît été soumise à l'ensemble des créanciers conformément à l'art. 256 LP.

26.FEB.1998 9:50 GENERA (+4122)44294400 (2214) 4294418 N:0514 9/6

Cela étant exposé, les parties conviennent comme suit des termes et conditions de la vente :

2. MARQUE ZODIAC

2.1. La masse en faillite ZODIAC SA vend de gré à gré, conformément aux dispositions de La loi sur la poursuite pour dettes et la faillite, à la société GENOER INTERNATIONAL INC. qui s'en porte acquéreur, les droits relatifs à

la marque ZODIAC

y compris marques et symboles accessoires, tels qu'ils sont déposés ou en cours de dépôt dans les pays figurant sur la liste jointe au présent acte de vente.

2.2. La vente s'entend de tous les droits évoqués sous chiffre 1 précité que ces droits soient enregistrés au nom de MONTRES ZODIAC SA, de ZENITH INTERNATIONAL SA ou de M. Gad Willy MONNIER.

a) La vente des droits enregistrés au nom de la société des MONTRES ZODIAC SA devient effective dès la levée de la condition suspensive prévue à l'art. 4.1 du présent contrat. L'acquéreur pourra alors en requérir sans délai le transfert à son nom ou au nom de toute société qu'il désignera.

b) La vente des droits cédés par ZENITH à ZODIAC SA mais inscrits encore au nom de la société ZENITH INTERNATIONAL SA devient également effective dès la levée de la condition suspensive prévue à l'art. 4.1 du présent contrat. La masse en faillite donne acte à l'acquéreur de l'engagement de ZENITH de signer et d'exécuter tous actes et documents nécessaires au transfert de ces droits.

0/0 P. 3/4

81462264 00246284V (2214) 442025

24 FEB 1998 9:00

- 3 -

c) Les deux enregistrements inscrits au nom de M. Gad Willy MONNIER (dépôt national suisse et dépôt en Mongolie) font l'objet d'une procédure judiciaire de réintégration dans la masse en faillite.

L'acquéreur pourra en requérir le transfert à son nom ou au nom de toute société qu'il désignera dès qu'une décision judiciaire définitive sera entrée en force ou qu'un accord de caractère transactionnel aura été conclu, à cette fin, avec M. Gad Willy MONNIER.

Par décision du 15 décembre 1997 le Tribunal civil du district de Neuchâtel a confirmé son ordonnance de mesures provisoires du 3 novembre 1997 qui fait interdiction à M. Gad Willy MONNIER de transférer, à quelque titre que ce soit, les droits sur la marque enregistrés à son nom.

La procédure de réintégration de la marque dans la masse en faillite est en cours. Elle se fonde sur les dispositions des art. 286, 287 et 288 LP (action révocatoire), ainsi que sur l'exécution de l'engagement pris par l'administrateur M. Gad Willy MONNIER le 28 mai 1997.

2.3. Le prix de vente est arrêté à CHF 1'550'000.-, à raison de CHF 400'000.- pour les droits mentionnés à l'art. 2.2 a et b et de CHF 1'150'000.- pour les droits mentionnés à l'art. 2.2 c.

Le montant de CHF 400'000.- est payable dès l'entrée en vigueur de la vente. Il fait l'objet d'une garantie bancaire remise par l'acquéreur à la signature du présent acte.

Le solde de CHF 1'150'000.- est payable après réintégration dans la masse en faillite des droits inscrits au nom de M. Gad Willy MONNIER, par suite de décision judiciaire ou en exécution de tout accord transactionnel susceptible d'être conclu avant jugement.

Une garantie bancaire irrévocable à hauteur du solde de CHF 1'150'000.- est remise par l'acquéreur à l'Office des Faillites de Neuchâtel à la signature du présent acte.

GENEVA (41221)A9296200 XW9294119

21 FEB 1998 9:21

XW9294119 1/4/98

2.4. Les frais de transfert de la marque à l'acquéreur sont à la charge de ce dernier. La masse en faillite s'engage à signer et à exécuter tous documents et actes nécessaires à l'inscription des transferts requis par l'acquéreur.

2.5. La masse en faillite donne acte à l'acquéreur de ce qu'elle conduira à ses frais et jusqu'à leur terme les procédures judiciaires tendant à la réintégration dans la masse en faillite des droits actuellement enregistrés au nom de M. Gad Willy MONNIER.
Elle procédera par toutes voies de procédures ouvertes, y compris tous recours, jusqu'à l'octroi d'une décision finale et définitive rendue en dernière instance.

Si cependant et contre toute attente, le masse en faillite se voyait notifier un jugement final et définitif ne donnant pas droit à la réintégration de la marque, l'acheteur serait purement et simplement dispensé du paiement du solde de CHF 1'150'000.- et la vente serait limitée aux droits mentionnés sous chiffre 2.2 lit. a et b ci-dessus.
Dans cette hypothèse, la garantie bancaire deviendrait sans objet et serait restituée à l'acquéreur.

3. STOCK

3.1. La masse en faillite ZODIAC SA vend de gré à gré, conformément aux dispositions de La loi sur la poursuite pour dettes et la faillite, à la société GENENDER INTERNATIONAL INC. qui s'en porte acquéreur un stock de montres ZODIAC et de divers composants selon inventaire annexé au présent acte.

8/5

GENEVA (+41) 22 89294200 819224418

24. FEB 1998 9:21 12:5 0681

- 5 -

3.2. Le stock est vendu dans son état actuel, sans garantie, pour le prix de CHF 200'000.-.
Ce prix est payable dès l'entrée en vigueur de la vente. Il fait l'objet d'une garantie bancaire remise par l'acquéreur à la signature du présent acte.

4. CONCLUSION DE LA VENTE ET ENTREE EN VIGUEUR

4.1. La présente vente de gré à gré a été soumise par voie de circulaire aux créanciers de ZODIAC SA en faillite. Aucune opposition n'a été formulée.

4.2. M. Gsd Willy MONNIER a toutefois déposé une plainte au sens de l'art. 17 LP contre la dite proposition de vente de gré à gré. La plainte étant assortie de l'effet suspensif, la conclusion de la présente vente et son entrée en vigueur sont subordonnées au rejet de la plainte, par décision judiciaire entrée en force.

5. FOR ET DROIT APPLICABLE

5.1. Le contrat est soumis au droit suisse. Le for exclusif est à Neuchâtel.

Fait à Neuchâtel, le 30 janvier 1998

MONTRES ZODIAC SA en faillite
Office des faillites de Neuchâtel

GENENDER INTERNATIONAL INC.
représentée par

ARTHUR ANDERSEN SA
CYRILLE CURVAT

0/0 1 -71502

1146260Y 00245261V 0221741A8833

24 FEB 1998 9:21

**Montres ZODIAC SA
Gad Willy Monnier**

Neuchâtel

- 1 -

Marques nationales étrangères

PHOTOCOPIE CERTIFIÉE CONFORMÉ
NEUCHÂTEL le 30.1.98



Novembre 1997

00/5 2 2500+8

GENEVA (+4122) 48294200 48294118

1. MAY 1998 18-28

PHOTOCOPIE CERTIFIEE
NEUCHÂTEL N. 30. A. 38



MARQUES - ENREGISTREMENTS NATIONAUX ETRANGERS

Monsieur ZODIAC SA
Chef PARRY Aboussier
NEUCHÂTEL
Brevets N° 873

Marque	Pays	N° enregistrement	Date d'enregistrement	Echéance	Titulaire
ZODIAC	Afrique du Sud	1730 / 58	28.05.92	28.05.02	Monsieur Zodiack SA
ZODIAC + symbole	Arabie Saoudite	40 / 10	09.07.93	20.08.03	Monsieur Zodiack SA
ZODIAC + symbole	Argentine	1.123.467	REN ET TRANSFERT EN COURS - DOSSIER N° 20591		
ZODIAC + symbole	Australie	A 270/127	10.07.94	10.07.08	Monsieur Zodiack SA
ZODIAC + symbole	Banlieue	27593-C	10.07.94	30.07.94	Monsieur Zodiack SA
ZODIAC + symbole	Canada	TUJA 3037008	07.02.92	07.02.97	Monsieur Zodiack SA
ZODIAC + symbole	Chili	4151035	21.09.93	21.09.03	Monsieur Zodiack SA
ZODIAC	Chypre (partie grecque)	18069	REN ET TRANSFERT EN COURS - DOSSIER N° 21028		
ZODIAC	Colombie	122511	07.12.90	07.12.03	Monsieur Zodiack SA
ZODIAC + symbole	Corée du Sud	ENREGISTREMENT EN COURS - DOSSIER N° 27471			Monsieur Zodiack SA
ZODIAC + symbole	Danemark	0054 / 92	02.02.92	02.02.02	Monsieur Zodiack SA
ZODIAC + symbole	E.A.U.	ENREGISTREMENT EN COURS - DOSSIER N° 28450			Monsieur Zodiack SA
ZODIAC	Etats-Unis	443082	05.07.92	05.07.02	Monsieur Zodiack SA

UN Repertoire

Novembre 1997

Page 1

INFOSUISSE

M=8052 P. 6/33

GEREVA (+4122) 445294200 489294418

4. MAR. 1998 18:29

Zo PHOTOGRAPHIES CONFIRMES
NEUCHÂTEL, le 30.11.98



MARQUES - ENREGISTREMENTS NATIONAUX ETRANGERS

MARQUES ZODIAC SA
Glad Willy Moutier
NEUCHÂTEL
Société n° 973

ZODIAC	Finlande	37970	02.03.87	02.03.02	Membres Zodiac SA
ZODIAC + symbole	Grande-Bretagne	1007412	06.11.93	03.11.97	Membres Zodiac SA
ZODIAC + symbole	Chine	29365	15.01.93	15.01.93	Membres Zodiac SA
ZODIAC + symbole	Holl.	483 Req. 84	10.12.91	10.12.01	Membres Zodiac SA
ZODIAC + symbole	Hong Kong	287 of 1976	31.08.94	31.08.98	Membres Zodiac SA
ZODIAC + symbole	Inde	172084	12.01.91	12.01.98	Membres Zodiac SA
ZODIAC + symbole	Iran	71862	14.11.95	14.11.03	Membres Zodiac SA
ZODIAC + symbole	Italie	44922	02.12.88	02.12.03	Membres Zodiac SA
ZODIAC + symbole	Japon	1799730	29.06.95	29.06.05	Membres Zodiac SA
ZODIAC + symbole	Koweït	14586	28.08.92	28.08.02	Membres Zodiac SA
ZODIAC + symbole	Lituanie	ENREGISTREMENT EN COURS - DOSSIER N° 28394			
ZODIAC + symbole	Malaisie	ENREGISTREMENT EN COURS - DOSSIER N° 21364			
ZODIAC + symbole	Mexique	378988	30.10.94	30.10.04	Membres Zodiac SA
ZODIAC + symbole	Nouvelle-Zélande	102594	19.01.96	21.04.10	Membres Zodiac SA

Page 2

Page 2

INFORMESSE

INFORMESSE

N°9052 2. 7/33

GENEVA (+4122) 89294200 89294418

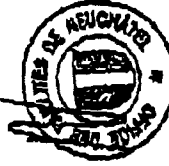
4. KAL. 1998 18:30

MARQUES - ENREGISTREMENTS NATIONAUX ETRANGERS

Membre ZODIAC SA
 Godtinsky Moschler
 NEUCHÂTEL
 Société N° 873

ZODIAC + symbole	France	16746	25.08.82	25.08.82	Membre Zodiac SA
ZODIAC + symbole	France	177450	23.11.83	23.11.83	Membre Zodiac SA
ZODIAC + symb. + chr. arabes	Qatar	17719	24.08.86	24.08.86	Membre Zodiac SA
ZODIAC	Singapour	17847	20.11.88	20.11.88	Membre Zodiac SA
ZODIAC + symbole	Singapour	58278	05.07.94	05.07.94	Membre Zodiac SA
ZODIAC + symbole	Taiwan	62080	31.12.84	31.12.82	Membre Zodiac SA
ZODIAC + symbole	Thaïlande	78425910	10.01.93	08.01.83	Membre Zodiac SA
ZODIAC	Uruguay	2587443	06.12.94	06.12.94	Membre Zodiac SA

ENR = Enregistrement
 RER = Renouvellement



R9852 P. 8/33

GENEVA (4122) AN9294200 AN9294418

4. MAR. 1998 18:30



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

JANUARY 21, 1999

PTAS

FITCH, EVEN, TABIN & FLANNERY
 JOSEPH T. NABOR, ESQ.
 135 SOUTH LASALLE STREET, SUITE 900
 CHICAGO, IL 60603-4277



100839463A

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/21/1998

REEL/FRAME: 1791/0499
 NUMBER OF PAGES: 15

BRIEF: SALES CONTRACT

ASSIGNOR:
 MONTRES ZODIAC S.A.

DOC DATE: 01/30/1998
 CITIZENSHIP: SWITZERLAND
 ENTITY: CORPORATION

ASSIGNEE:
 GENENDER INTERNATIONAL, INC.
 44 CENTURY DRIVE
 WHEELING, ILLINOIS 60090

CITIZENSHIP: ILLINOIS
 ENTITY: CORPORATION

APPLICATION NUMBER: 71512223
 REGISTRATION NUMBER: 0443032

FILING DATE: 11/07/1946
 ISSUE DATE: 07/05/1949

MARK: ZODIAC
 DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM