

05-07-1999

Docket No.:

045836-023US2



101031683

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attached original documents or copy thereof.

1. Name of conveying party(ies):

Safilo Financial Corporation

MRD
5-5-99

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Declaration**
- Merger
- Change of Name

Execution Date: **February 23, 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,404,748

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:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05/06/1999 JSHABRAZZ 00000146 1404748

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.

James R. Meyer

Name of Person Signing

Signature

5/3/99

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	FLEXOLITE	1,404,748

**EXHIBIT 2
TO
DECLARATION**

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

State of Delaware

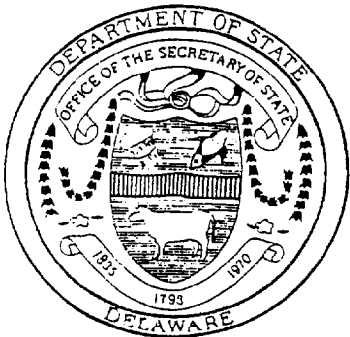


Office of Secretary of State

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.

* * * * *

92 JUN -9 11:56 AM



913385307

Jeffrey D Lewis

ACTING SECRETARY OF STATE

AUTHENTICATION: *3281887

DATE: 12/23/1991

2

80859

TRADEMARK
REEL: 1893 FRAME: 0436

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:

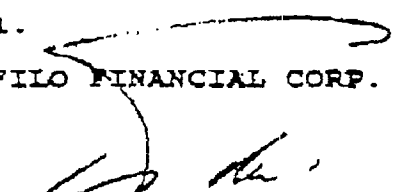
"The name of the Corporation is TRALICE CORP."

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

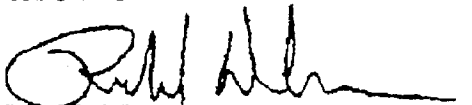
4. In lieu of a meeting and vote of the shareholders and in accordance with the provisions of Section 223 of the Law, the foregoing amendment was adopted by the sole shareholder of the Corporation, without a meeting, pursuant to written consent.

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: *Deem G Schwab*
Name:
Title: TREASURER

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

[Seal]

Attest:

FTL CORP.

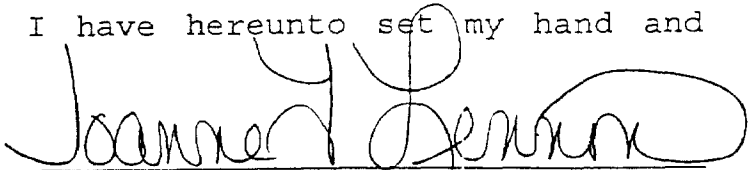
By: *Deem G Schwab*
Name:
Title: TREASURER

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

STATE OF Delaware)
COUNTY OF New Castle) SS.

On the 26th 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

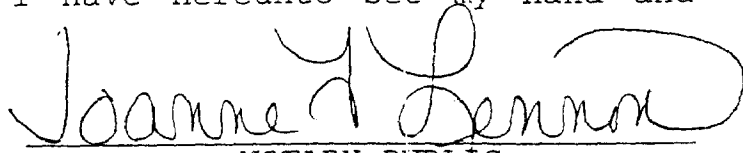
My Term Expires: _____

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

STATE OF Delaware)
COUNTY OF New Castle) SS.

On the 26th day of April, 1993⁴, 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	FLEXOLITE	1,404,748