

07-06-1999



To the Honorable Commissioner of Patents and Trademarks

101084230

agents or copy thereof

1. Name of conveying party(ies): **GISS LICENSING B.V.**

- Individual(s)
- General Partnership
- Corporation-State
- Other **Private Limited Company under Dutch Law**

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **11 May 1999**

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

Name: **FORMULA ONE LICENSING B.V.**
 Street Address: **Koningin Emmaplein 13**
 City: **3016 AB Rotterdam** Country: **Netherlands**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Private Limited Company under Dutch Law**

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Appointment of domestic representative is on file for each application/registration. (Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached?

- Yes
- No

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

A. Trademark Application No.(s)

74/437,804

B. Trademark registration No.(s)

2,117,160

Additional numbers attached? Yes No

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

Name: **VERONICA COLBY DEVITT**

Internal Address: **Limbach & Limbach L.L.P.**
 Street Address: **2001 Ferry Building**
 City, State, ZIP: **San Francisco, California 94111**
 Telephone: **(415) 433-4150**
 Facsimile: **(415) 433-8716**

Attorney Docket No. GISS-0

07/06/1999 BNGUYEN 00000178 2117160

01 FC:481 40.00 DP
02 FC:482 425.00 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 a true copy of the original document.

VERONICA COLBY DEVITT
Name of Person Signing

Veronica Colby Devitt
Signature

June 28, 1999
Date

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

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

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 07/06/1999
 BNGUYEN
 CREDIT TOTAL

RECORDATION FORM**Continuation of Item No. 5:****TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Appln. No.</u>	<u>Appln. Date</u>
FIA LOGO	74/437,804	20 Sep 1993
FIA FORMULA 1 WORLD CHAMPIONSHIP & Design	75/184,357	21 Oct 1996
FORMULA ONE PIT STOP CAFÉ	75/319,675	07 Jul 1997
F1 PIT STOP CAFÉ (Stylized)	75/319,678	07 Jul 1997
F1 CAFÉ (Stylized)	75/319,791	07 Jul 1997
FORMULA ONE CAFÉ (Stylized)	75/319,792	07 Jul 1997
F1 RESTAURANTS	75/319,793	07 Jul 1997
FORMULA ONE RESTAURANTS	75/320,387	07 Jul 1997
FIA LOGO	75/354,569	10 Sep 1997
FORMULA 1	75/354,573	10 Sep 1997
FIA LOGO	75/354,944	11 Sep 1997
F1 LOGO	75/355,934	10 Sep 1997
F1 LOGO	75/446,140	06 Mar 1998
F1 LOGO	75/446,228	06 Mar 1998
F1 LOGO	75/502,698	06 Mar 1998

RECORDATION FORM**Continuation of Item No. 5:****TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
F1 LOGO	2,117,160	02 Dec 1997
F1 LOGO	2,133,606	03 Feb 1998
FIA LOGO	2,148,451	07 Apr 1998

CONTINUING TEXT

of

the Articles of Association of the private limited company under Dutch law: Formula One Licensing B.V., (behore the amendment named Giss Licensing B.V.) having its Registered Office at Rotterdam, which were last amended by Deed executed on 26th May 1999, by Mr Onno Berend Okkinga, LL.M., civil-law notary, practising at Rotterdam, in respect of the draft of which Deed the Ministerial Certificate was granted on 11th May 1999, number B.V. 433.059

Name and seat.

Article 1.

- 1. The name of the company is: Formula One Licensing B.V.
- 2. The official seat of the company is in Rotterdam.

Objects.

Article 2.

- The objects of the company are:
- a. to acquire proceeds, arising from alienating or granting of the right to make use of copyrights, patents, models, secret process, trademarks or other intellectual property rights and industrial property rights;
 - b. to participate in, to in any other way take interest in, to manage, to administer and to finance other companies and enterprises of any nature;
 - c. to invest funds into securities or other certificates of entitlement, into bonds or other interest-bearing debts, as well as into other assets, in any name or form whatsoever;
 - d. to acquire, alienate, encumber, exploit, lease, let and to in any other way obtain and give use or benefit of real estate;
 - e. to lend and to borrow funds as well as to provide security, including security for the debts of third parties;

as well as to do all that is connected therewith or may be conducive thereto, all this to be interpreted in the

widest sense. -----

Authorized capital. -----

Article 3. -----

1. The authorized capital amounts to two hundred thousand guilders (NLG 200.000,--). -----
2. The authorized capital is divided into two thousand (2.000) shares of one hundred guilders (NLG 100,--) each. -----
3. All shares are to be registered shares. No share certificates shall be issued. -----

Register of shareholders. -----

Article 4. -----

1. The management board shall keep a register in which the names and addresses of all shareholders are recorded, showing the date on which they acquired the shares, the date of the acknowledgement or notification, and the amount paid on each share. ----
2. Article 194, Book 2 of the Civil Code applies to the register. -----

Issuance of shares, Notarial deed. -----

Article 5. -----

1. The issuance of shares shall be effected pursuant to a resolution of the general meeting of shareholders - hereinafter referred to as: the general meeting - . --
2. The issuance of a share shall furthermore require a deed drawn up for that purpose in the presence of a civil law notary registered in the Netherlands to which those involved are party. -----
3. Upon issuance of shares, each shareholder shall have a right of pre-emption in proportion to the aggregate nominal amount of his shares, subject to the limitations set by law. -----
4. Shareholders shall have a similar right of pre-emption if options are granted to subscribe for shares. -----
5. Prior to each single issuance the right of pre-

emption may be limited or excluded by the general meeting. -----

- 6. The full nominal amount of each share must be paid in on issuance. However, it may be stipulated that a part of the nominal amount not exceeding three fourths thereof need not be paid until it is called in by the company. -----

Own shares. -----

Article 6. -----

- 1. The company may, subject to the relevant provisions of the law, acquire fully paid in shares in its capital or depository receipts thereof up to the maximum permitted by law. -----
- 2. The company may give loans with a view to the subscription for or acquisition of shares in its capital or depository receipts thereof, but only up to the amount of the distributable reserves. -----

Transfer of shares. Shareholders' rights. -----

Usufruct ("Vruchtgebruik"). Pledging ("Pandrecht"). -----

Issuance of depository receipts. -----

Article 7. -----

- 1. The transfer of a share or the transfer of a right in rem thereon shall require a deed drawn up for that purpose in the presence of a civil law notary registered in the Netherlands to which those involved are party. -----
- 2. Unless the company itself is party to the legal act, the rights attached to the share can only be exercised after the company has acknowledged said legal act or said deed has been served on it in accordance with the relevant provisions of the law.
- 3. If a usufruct is created or if the shares are pledged, the voting rights can be assigned to the usufructuary respectively to the Pledgee. -----
- 4. The company shall not lend its cooperation to the issuance of depository receipts in respect of its

shares. -----

Blocking clause. -----

Article 8. -----

1. In order to be valid any transfer of shares shall require the approval in accordance with the provisions of this article of the general meeting. No approval is required if, either all shareholders have approved the intended transfer in writing, which approval shall remain valid for three months, or a shareholder is obligated by law to transfer his shares to a prior shareholder. -----
2. A shareholder who wishes to transfer shares - in this article also referred to as the applicant - shall give notice of such intention to the management board by registered letter or against a receipt, which notice shall specify the number of shares he wishes to transfer and the person or the persons to whom he wishes to transfer the shares. -----
3. The management board shall be obliged to convene and to hold a general meeting within six weeks from the date of receipt of the notice referred to in the preceding paragraph. The contents of such notice shall be stated in the convocation. -----
4. If the meeting grants the approval requested, the transfer must take place within three months thereafter. -----
5. If: -----
 - a. no such meeting as referred to in paragraph 3 has been held within the term mentioned in that paragraph; -----
 - b. at that meeting no resolution has been adopted regarding the request for approval; -----
 - c. such approval has been refused without the meeting having informed the applicant, at the same time as the refusal, of one or more interested parties who are prepared to purchase

all the shares to which the request for approval relates, against payment in cash. -----
the approval requested shall be deemed to have been granted and, in the case mentioned under a, shall be deemed to have been granted on the final day on which the meeting should have been held. -----

- 6. Unless the applicant and the party(ies) interested designated by the general meeting and accepted by him agree otherwise as to the price or the determination of the price, the purchase price of the shares shall be determined by an expert, appointed at the request of the most willing party by the chairman of the Chamber of Commerce in whose district the company has its official seat. -----
- 7. The applicant remains entitled to withdraw, until the expiry of one month after the determination of afore-said price has been communicated to him in writing.
- 8. The costs of determining the price shall be borne: --
 - a. by the applicant if he withdraws; -----
 - b. by the applicant as to one half and the purchasers as to the other half if the shares are purchased by the interested parties, on the understanding that each purchaser shall contribute in proportion to the number of shares purchased by him; -----
 - c. by the company in cases not falling under a or b.
- 9. The company itself can only be an interested party as referred to in paragraph 5 under c with the consent of the applicant. -----

Management board. -----

Article 9. -----

- 1. The management of the company shall be constituted by a management board consisting of one or more members.
- 2. The general meeting shall appoint the members of the management board. -----
- 3. A member of the management board may be suspended or

dismissed by the general meeting at any time. -----

- 4. The general meeting shall determine the remuneration and further conditions of employment for each member of the management board. -----

Duties of the management board, Manner of decision making.

Allocation of duties. -----

Article 10. -----

- 1. Subject to the restrictions imposed by these articles of association, the management board shall be entrusted with the management of the company. -----
- 2. The general meeting may lay down rules regarding the manner in which the management board shall make decisions. -----
- 3. The management board shall allocate duties and shall give notice of this allocation to the general meeting. -----

Representation. -----

Article 11. -----

- 1. The management board shall be authorized to represent the company. Each member of the management board is also authorized to represent the company. -----
- 2. The management board may appoint staff members with general or limited power to represent the company. Each staff member shall be able to represent the company with due observance of any restrictions imposed on him. The management board shall determine their titles. -----
- 3. In the event of a conflict of interest between the company and a member of the management board, the company shall be represented by one of the other members of the management board. The general meeting shall at all times be competent to designate one or more other persons for this purpose. If it concerns a conflict of interest between the company and all members of the management board, or the sole member of the management board, the company shall be

represented by one or more persons to be designated by the general meeting. -----

- 4. Without regard to whether a conflict of interest exists or not, all legal acts of the company vis-à-vis a holder of all of the shares, or vis-à-vis a participant in a marital community of which all of the shares form a part, whereby the company is represented by such shareholder or one of the participants, shall be put down in writing. For the application of the foregoing sentence, shares held by the company or its subsidiaries shall not be taken into account. -----
- 5. Paragraph 4 does not apply to legal acts that, under their agreed terms, form part of the normal course of business of the company. -----

Limitations on the authority of the management board. ----

Article 12. -----

- 1. The management board shall comply with instructions regarding the general lines of the financial, social, economic and employment policies to be given by the general meeting. -----
- 2. The general meeting is entitled to require resolutions of the management board to be subject to its approval. These resolutions shall be clearly specified and notified to the management board in writing. -----
- 3. The lack of approval referred to in this article does not affect the authority of the management board or its members to represent the company. -----

Absence or prevention. -----

Article 13. -----

If a member of the management board is absent or prevented from performing his duties, the remaining members or member of the management board shall be temporarily entrusted with the entire management of the company. If all members of the management board, or the sole member of

the management board, are absent or prevented from performing their duties, the management of the company shall be temporarily entrusted to the person designated by the general meeting for this purpose. -----

Financial year. Annual accounts. -----

Article 14. -----

1. The financial year of the company shall be the calendar year. -----
2. Annually, not later than five months after the end of the financial year, unless this term is extended by the general meeting by not more than six months by reason of special circumstances, the management board shall draw up annual accounts. -----
3. The general meeting shall adopt the annual accounts.
4. Unconditional adoption of the annual accounts shall serve to constitute a discharge of the members of the management board for the management, insofar as such management is apparent from the annual accounts. ----

Profits. -----

Article 15. -----

1. The general meeting shall determine the allocation of the accrued profits. -----
2. Any distribution of profits may be made only insofar as the net assets exceed the paid in and called up part of the capital plus the reserves which must be maintained by virtue of the law. -----
3. The general meeting may subject to due observance of the provision of paragraph 2 resolve to pay an interim dividend and to make distributions to the charge of a reserve. -----

General meetings. Records. -----

Article 16. -----

1. Each year and not later than six months after the end of the financial year, the general meeting for the purpose of the discussion and adoption of the annual accounts shall be held. -----

2. Other general meetings of shareholders shall be held as often as the management board or shareholders representing in the aggregate at least one tenth of the issued capital, deem such necessary. -----
3. General meetings shall be convoked by the management board or by shareholders representing in the aggregate at least one tenth of the issued capital by letter mailed to the addresses as shown in the register of shareholders. The convocation shall take place not later than on the fifteenth day prior to the date of the meeting. -----
4. General meetings shall be held in the municipality in which the company has its official seat according to these articles of association. -----
5. As long as the entire issued capital is represented at a general meeting, valid resolutions can be adopted on all subjects brought up for discussion, even if the formalities prescribed by law or by the articles of association for the convocation and holding of meeting have not been complied with, provided such resolutions are adopted unanimously. --
6. The management board keeps a record of the resolutions made. If the management board is not represented at a meeting, the chairman of the meeting shall provide the management board with a transcript of the resolutions made as soon as possible after the meeting. The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs. -----
7. The general meeting shall itself appoint its chairman. -----
8. Each share confers the right to cast one vote. -----
9. Insofar as no greater majority is prescribed by law all resolutions shall be adopted by a majority of the

votes cast. -----

10. The members of the management board shall, as such, have the right to give advice in the general meeting.

Resolutions outside of meetings. Records. -----

Article 17. -----

1. Resolutions of shareholders may also be adopted in writing without recourse to a general meeting, provided they are adopted by a unanimous vote representing the entire issued capital and further provided there are no usufructuaries or pledgees of shares who have the rights attributed by the law to holders of depository receipts issued with the cooperation of the company. The expression in writing shall include any message transmitted by current means of communication and received in writing. -----
2. The provisions of article 16 paragraph 10 shall apply correspondingly to the adoption of resolutions outside a meeting as referred to in paragraph 1. ----
3. The management board keeps a record of the resolutions thus made. Each of the shareholders must procure that the management board is informed in writing of the resolutions made in accordance with paragraph 1 as soon as possible. The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.-----

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

26th, May 1999

AMENDMENT

415734/cko

This twenty-sixth day of May nineteen hundred and ninety-nine appeared before me, Nicole Corine van Smaalen, candidate civil-law notary, residing in Ridderkerk, hereinafter referred to as "notary" as substitute for Onno Berend Okkinga, civil law notary, officiating in Rotterdam;

Tine Kooren-Bakker, notarial employee, residing in 2924 XD Krimpen aan den IJssel, Marathon 2a, born in The Hague on the twentieth day of July nineteen hundred and forty-seven, married and holder of driving license with number 3129494486

The appearing person declared that the general meeting of shareholders of: Gias Licensing B.V., a private company with limited liability established at Rotterdam, with its address at Koningin Emmalein 12, Postbox 23038, 3001 KA Rotterdam, on March twenty-two nineteen hundred and ninety-nine has adopted a resolution to amend the articles of association as follows, and to authorize the appearing person to sign and execute the present deed, which resolutions appear from a shareholders resolution attached to this deed.

Furthermore the appearing person declared that the articles of association of said company most recently have been amended by deed executed on the sixth day of October nineteenthundred ninety-seven by Onno Berend Okkinga, civil law notary at Rotterdam, the ministerial declaration of no objections having been granted on the first day of October nineteenthundred and ninety-seven, number B.V. 433.059.

In order to give effect to said resolution to amend the Articles the appearing person declared hereby to amend the articles of association as follows:

Article 1 paragraph 1 is replaced by:

1. The name of the company is Formula One Licensing B.V.

Article 7 is replaced by:

Transfer of shares, Shareholders' rights,

Usufruct ("Vruchtgebruik"). Pledging ("Pandrecht"),

Issuance of depository receipts,

Article 7.

1. The transfer of a share or the transfer of a right in rem thereon shall require a deed drawn up for that purpose in the presence of a civil law notary registered in the Netherlands to which those involved are party.
2. Unless the company itself is party to the legal act, the rights attached to the share can only be exercised after the company has acknowledged said legal act or said deed has been served on it in accordance with the relevant provisions of the law.
3. If a usufruct is created or if the shares are pledged, the voting rights can be assigned to the usufructuary respectively to the Pledgee.
4. The company shall not lend its cooperation to the

15 JUN '99 TUE 18:39 FAX 0171 589 0286

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VAN GIJZEN HOUDELIJNEN

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issuance of depository receipts in respect of its shares.

Article 17 paragraph 1 is replaced by:

1. Resolutions of shareholders may also be adopted in writing without recourse to a general meeting, provided they are adopted by a unanimous vote representing the entire issued capital and further provided there are no usufructuaries or pledgees of shares who have the rights attributed by the law to holders of depository receipts issued with the cooperation of the company. The expression in writing shall include any message transmitted by current means of communication and received in writing.

The ministerial declaration of no objections was granted on the eleventh day of May nineteen hundred and ninety-nine, under number B.V. 433.059, as stated in the certificate, which has been attached to this instrument. The appearing person is known to me, civil law notary.

-----THIS DEED,
 drawn up to be kept in the civil law notary's custody was executed in Rotterdam on the date first above written.

Before reading out, a concise summary of the contents of this instrument was given to the appearing person. He then declared that she had noted the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the appearing person and by me, civil law notary.

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

1. Name of conveying party(ies): GISS LICENSING B.V.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Private Limited Company under Dutch Law

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11 May 1999

2. Name and address of receiving party(ies):
Name: FORMULA ONE LICENSING B.V.
Street Address: Koningin Emmaplein 13
City: 3016 AB Rotterdam Country Netherlands

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State
 Other Private Limited Company under Dutch Law

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Appointment of domestic representative is on file for each application/registration. (Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
74/437,804

Additional numbers attached? Yes No

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

Internal Address: Limbach & Limbach L.L.P.
Street Address: 2001 Ferry Building
City, State, ZIP: San Francisco, California 94111
Telephone: (415) 433-4150
Facsimile: (415) 433-8716

Attorney Docket No. GISS-0

B. Trademark registration No.(s)
2,117,160

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41):.....\$ 680.00

Enclosed
 Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420

Authorized to be charged to deposit account

8. Deposit account number: 12-1420
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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.

VERONICA COLBY DEVITT
Name of Person Signing

Veronica Colby Devitt
Signature

June 28, 1999
Date

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