

MPO RECO

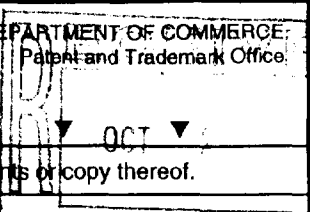
10-14-1999



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings □ □ □ ▼ 10.12.99 ▼

To the Honorable Commissioner of Patents

Transmit the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ferrari S.p.A.

- Individual(s)
- General Partnership
- Corporation-State
- Other Italian joint stock company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: April 2, 1999

2. Name and address of receiving party(ies)

Name: Ferrari Idea S.A.

Internal Address: _____
Street Address: Riva Paradiso 14, CH-6900

City: Lugano State: Switzerland ZIP: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Swiss joint stock company

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 patent number(s):

A. Trademark Application No.(s)

See attached sheet

B. Trademark Registration No.(s)

See attached sheet

Additional numbers attached? Yes No

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

Name: Albert Robin

Internal Address: Robin, Blecker & Daley

Street Address: 330 Madison Avenue

City: New York State: NY ZIP: 10017

10/13/1999 DMSUYEN 00000253 74147863

6. Total number of applications and registrations involved: _____

20

7. Total fee (37 CFR 3.41).....\$ 515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

01 FC:481
02 FC:482

40.00 OP
475.00 OP

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.

Albert Robin
Name of Person Signing

Signature

October 5, 1999
Date

Total number of pages including cover sheet, attachments, and document: 30

Trademark Applications

74/147863

75/259241

75/319669

75/484865

75/485529

75/488937

75/651189

Dated Filed

March 15, 1991

March 18, 1997

July 7, 1997

May 14, 1998

May 14, 1998

May 21, 1998

March 1, 1999

Registration No.

1,119,435

1,259,207

1,285,853

1,378,796

1,378,876

1,477,586

1,596,534

1,824,819

1,825,268

1,922,787

2,049,710

2,107,303

2,217,612

Date Registered

May 29, 1979

November 29, 1983

July 17, 1984

January 21, 1986

January 21, 1986

February 23, 1988

May 15, 1990

March 8, 1994

March 8, 1994

September 26, 1995

April 1, 1997

October 21, 1997


January 12, 1999

In re Registration of)
)
FERRARI S.p.A.)
)
Application no. 147863)
)
Filed: March 15, 1991)
)
Mark: FERRARI CLUB (device))

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of ROBIN, BLECKER & DALEY, 330 Madison Avenue, New York 10017-5001, N.Y., U.S.A., is hereby designated domestic representative upon whom notices or process in proceedings affecting the marks may be served.

FERRARI IDEA S.A.

By: 

Typed Name: FRANCA ACUTO

Signed at _____ this 27 day of September, 1999

CONFIRMATORY DEED OF ASSIGNMENT

BETWEEN

“FERRARI S.P.A.”

(also called “Ferrari Società per Azioni Esercizio Fabbriche Automobili e Corse”),

with registered office in Via Emilia Est 1163, 41100 Modena, Italy (formerly with address at Viale Trento e Trieste 31, 41100 Modena, Italy)

(hereinafter called "the Assignor")

of the one part

and

FERRARI IDEA S.A.

with registered office in Riva Paradiso 14, CH-6900 Paradiso, Lugano, Switzerland

(hereinafter called "the Assignee")

of the other part

IT IS HEREBY AGREED AS FOLLOWS:

1. The Assignor does hereby confirm the sale and assignment, for good and valuable consideration, unto the Assignee, who confirms having accepted this assignment, of all the rights, title and interest in and to the Trademark Applications and Registrations listed in Annex 1

ATTO CONFIRMATORIO DI CESSIONE

TRA

“FERRARI S.P.A.”

(anche denominata “Ferrari Società per Azioni Esercizio Fabbriche Automobili e Corse”)

con sede in Via Emilia Est 1163, 41100 Modena, Italia (già con sede in Viale Trento e Trieste 31, 41100 Modena, Italia)

(qui di seguito denominata "la Cedente")

da una parte

e

FERRARI IDEA S.A.

con sede in Riva Paradiso 14, CH-6900 Paradiso, Lugano, Svizzera

(qui di seguito denominata "la Cessionaria")

dall'altra parte

SI CONVIENE E STIPULA

QUANTO SEGUE:

1. La Cedente con il presente atto conferma la vendita e la cessione, per un congruo e adeguato compenso, alla Cessionaria, che conferma di avere accettato detta cessione, di ogni diritto, titolo ed interesse relativo alle Domande e RegISTRAZIONI di Marchio di cui all'Allegato 1 al

attached hereto, for all the International Classes covered excluding International Classes 12 and 37, as well as the assignment of all common law or similar trademark rights relating to the trademarks which are the subject of said Trademark Applications and Registrations, together with the goodwill of the business connected with and symbolized by the said Trademark Applications and Registrations, including the right to proceed against infringers and counterfeiters.

2. The said sale and assignment shall be effective as of the date of April 2, 1999.

3. The parties execute this deed before a Notary Public and expressly authorise him to deliver certified copies thereof, together with excerpts of the attached Annex 1, as it will prove necessary, from time to time, in order to proceed to the recordation in the name of the Assignee of the assigned Trademark Registrations and Applications with the Trademark Office of any country, as well as for any other use which may become necessary by either party.

4. The parties undertake to execute any further

presente atto, per tutte le Classi Internazionali protette con esclusione delle classi 12 e 37, nonché di tutti i diritti di marchio in base alla Common Law o simili, riferentisi ai marchi che formano oggetto delle suddette domande e registrazioni di marchio, unitamente all'avviamento commerciale collegato e contraddistinto da detti Marchi, incluso il diritto di agire contro eventuali contraffattori ed imitatori.

2. Detta vendita e cessione si intende in vigore con effetto dal 2 aprile 1999.

3. Le parti sottoscrivono il presente atto innanzi a notaio ed espressamente autorizzano lo stesso a rilasciarne copie autentiche, unitamente ad un estratto dei tabulati allegati, come di volta in volta necessario per la trascrizione delle domande e registrazioni dei marchi ceduti a favore della Cessionaria presso l'Ufficio Brevetti e Marchi dei singoli paesi, nonché per ogni altro uso che possa rendersi necessario da parte di ciascuna delle parti.

4. Le parti si impegnano a sottoscrivere

deed or document which may prove necessary or advisable in order to record the assignment in any country.

5. The parties hereby grant sufficient power to the holder of an original or a certified copy of this assignment to proceed to the recordation of this deed with the Trademark Office of any country where this assignment shall be recorded.

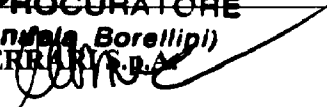
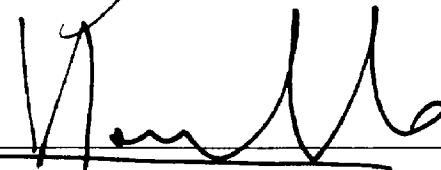
IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed on the date set forth beneath its name below.

qualsiasi ulteriore atto o documento che si renda necessario od opportuno per il perfezionamento della trascrizione della cessione nei paesi interessati.

5. Le parti conferiscono inoltre poteri sufficienti al portatore di un originale o di una copia autentica del presente atto per procedere alla trascrizione dello stesso presso il locale Ufficio Marchi in ogni paese ove la presente cessione verrà trascritta.

A TESTIMONIANZA DI QUANTO PRECEDE, le parti hanno sottoscritto il presente documento alla data sotto indicata.

Date/Data:

Ferrari S.p.A.
UN PROCURATORE
(Manuela Borellipi)
FERRARI S.P.A.


FERRARI IDEA S.A.

AUTENTICA DI FIRMA A RETRO

Autentica no. 692

Io sottoscritto Avv. Giovanni Stucchi, notaio in Lugano, certifico l'autenticità delle premesse firme, essendomi io notaio personalmente accertato, per telefono, che sono state apposte da : -----

Luca CORDERO DI MONTEZEMOLO, cittadino italiano, celibe, nato a Bologna, il 31 (trentuno) agosto 1947 (millenovecentoquarantasette), residente a Fiorano Modenese, Italia ; -----

Manuela BORELLINI, cittadina italiana, nubile, nata a Mirandola (MO), il 9 (nove) agosto 1956 (millenovecentocinquantasei), residente a Modena, Italia ; -----

persone a me note. -----

Lugano, 23 (ventitre) luglio 1999 (millenovecentonovantanove)-----



avv. Giovanni Stucchi, notaio in Lugano

Annex "A" - Schedule of trademarks assigned (excluding international classes 12 and 37)

COUNTRY/ NAZIONE	WORD MARK/ PARTE VERBALE	DEVICE MARK/ PARTE FIGURATIVA	STATUS	FILING DATE / DATA	Pending Appn. NO. / DOM. N.	REG. DATE / DATA	REG. NO.	NEXT RENEWAL / PROSSIMO RINNOVO	INTERNAT. CLASSES / CLASSE	TITOLARE REGISTRATO	J&P REF.	LOCAL CLASSES / CLASSI LOCALI
U.S.A.		PRANCING HORSE (FACING LEFT)	Registered	26071996	140799	12011999	2217612	12012004	125	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F054540	
U.S.A.		REARING HORSE (FACING LEFT)	Pending Appn.	15051998	485748				618124, 27, 28, 37	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F078976	
U.S.A.	360 MODENA		Pending	25031999	667669				12, 25, 28	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F068658	
U.S.A.	550 MARANELLO		Pending	03091998	150294				12, 25, 28	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F055444	
U.S.A.	F (LUNGA)		Appn. Pending	14051998	485529				1, 09, 14, 16, 28	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F062873	
U.S.A.	F (LUNGA)		Appn. Pending	14051998	484865				18, 25	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F062987	
U.S.A.	F50		Registered	11081995	714242	15021992	2029029	15072002	12, 14	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F066959	
U.S.A.	FERRARI	PRANCING HORSE (FACING LEFT), RECTANGLE	Registered	30121980	261071	29111983	1259207	29112003	1, 18, 25	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029653	
U.S.A.	FERRARI	PRANCING HORSE (FACING LEFT), RECTANGLE	Registered	21071981	296927	21011986	1378876	21012006	09, 14	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029706	
U.S.A.	FERRARI		Registered	30031977	120977	29051979	1119435		14	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029715	
U.S.A.	FERRARI	PRANCING HORSE (FACING LEFT)	Registered	07101983	447272	21011986	1378796	21012006	06, 09, 14, 16, 18, 25, 34	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029716	
U.S.A.	FERRARI		Registered	05051980	260810	17071984	1285853	17072004	09	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029787	
U.S.A.	FERRARI		Registered	20031986	589151	23021988	1477586	23022008	14	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F029797	
U.S.A.	FERRARI	REARING HORSE (FACING LEFT), RECTANGLE	Registered	20031992	257300	26091995	1922787	26092000	03	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F037071	
U.S.A.	FERRARI		Registered	10121992	338695	08031994	1825268	08032004	28	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F038378	
U.S.A.	FERRARI	REARING HORSE (FACING LEFT), RECTANGLE	Pending Appn.	18031997	259241				09	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F057280	
U.S.A.	FERRARI		Pending Appn.	15051998	485642				61, 24, 27, 37	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F058992	
U.S.A.	FERRARI	REARING HORSE (FACING LEFT), RECTANGLE	Pending Appn.	21051998	488937				06, 14, 16, 24, 28	FERRARI S.P.A. VIA EMILIA EST. 1163,41100 MODENA, ITALY	F059011	

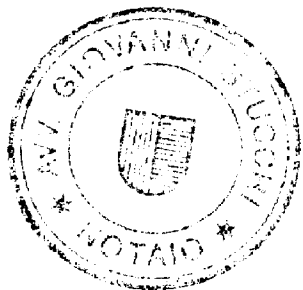
Annex "A" - Schedule of trademarks assigned (excluding international classes 12 and 37)

COUNTRY / NAZIONE	WORD MARK / PARTE VERBALE	DEVICE MARK / PARTE FIGURATIVA	STATUS	FILING DATE / DATA DEP.	Pending / DATA	Apph. / DATA	DOM. N.	REG. NO.	REG. DATE / DATA REG.	INTERNAT. CLASS(S) / PROSSIMO RINNOVO	REGISTERED OWNER / TITOLARE REGISTRATO	J&P REF.	LOCAL CLASSES / CLASSI LOCALI
U.S.A.	FERRARI		Registered	13041995	660819	01041997	2049710	01042002	01041997	1, 16, 25, 31	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, ITALY	F049820	
U.S.A.	CHALLENGE		Pending	15031991	147863					1, 25	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA (MOD) ITALIA	F033693	
U.S.A.	FERRARI CLUB	REARING HORSE (FACING LEFT), RECTANGLE	Apph.										
U.S.A.	FERRARIDEA		Registered	28031991	152114	08031994	1824819	08032004	08031994	1, 03, 06, 09, 14, 16, 18, 25, 28, 34	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, PROVINCE OF MODENA, IT	F031053	
U.S.A.	MARANELLO		Registered	24021995	636603								
U.S.A.	MARIO FERRARI		Registered	15091988	725375	15051990	1596534	15052000	15051990	25	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, ITALY	F068161	
U.S.A.	ROSSO FERRARI		Pending	01031999	651189					16	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, ITALY	F064729	
U.S.A.	SF	PRANCING HORSE	Apph.	12111996	195528								
U.S.A.	SF	(FACING LEFT), SHIELD	Pending										
U.S.A.	SF	PRANCING HORSE	Apph.	12111996	195528	21101997	2107303	21102002	21101997	25, 28, 37, 41, 06, 25	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, ITALY	F056275	
U.S.A.	SF	(FACING LEFT), SHIELD	Registered										
U.S.A.	SF	REARING HORSE (FACING LEFT), SHIELD	Pending	07071997	319669					09	FERRARI S.P.A. VIA EMILIA EST 1163,41100 MODENA, ITALY	F058150	
U.S.A.	SF	LEFT SHIELD	Apph.										

Autentica no. 736

Lugano, il 23 (ventitre) luglio 1999 (millenovecentonovantonovantanove)-----

Io sottoscritto avv. Giovanni Stucchi, notaio in Lugano, certifico l'autenticità della presente fotocopia dell' "Atto Confermatorio di Cessione" ("Confirmatory Deed of Assignment") stipulato tra Ferrari S.p.A., Modena (Italia) e Ferrari Idea SA, Paradiso (Svizzera) , composto da 3 (tre) pagine formato A4, scritte su un solo lato e dall'Allegato marchi parziale concernente gli Stati Uniti d'America, composto da 2 (due) pagine formato A4 scritte su un solo lato, eseguita su carta ed apparecchio Lanier 6745 Copier autorizzati, conforme al documento originale, con il quale l'ho collazionata.-----

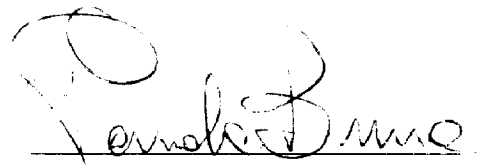


[Handwritten signature]

DECLARATION

I, Bruna Parola, of Corso Regio Parco 27, Turin, Italy, do hereby solemnly and sincerely declare that I am conversant with the Italian and English languages and that the following translation is a true translation of the attached document.

Turin, 1st October 1999

A handwritten signature in black ink, appearing to read 'Bruna Parola', written over a horizontal line.

Bruna Parola

TRANSLATION

Authentication no. 692

I, the undersigned, Avv. Giovanni Stucchi, Notary Public in Lugano, hereby certify the authenticity of the signature apposed overleaf by:

- Mr. Luca CORDERO DI MONTEZEMOLO, Italian citizen, single, born in Bologna, on 31 August 1947, residing in Fiorano Modenese, Italy;

- Mrs. Manuela BORELLINI, Italian citizen, single, born in Mirandola (province of Modena), on August 9, 1956, residing in Modena, Italia;

persons known to me.

Lugano, July 23, 1999.

Avv. Giovanni Stucchi, Notary Public in Lugano.

Notarial seal and signature.

TRANSLATION

Authentication no. 736

Lugano, 23 July 1999

I, the undersigned, Avv. Giovanni Stucchi, Notary Public in Lugano, hereby certify the authenticity of this photocopy of "Confirmatory Deed of Assignment" agreed upon between Ferrari S.p.A., Modena (Italia) and Ferrari Idea S.A., Paradiso (Switzerland), composed by three (3) pages size A4, written on one side and by the partial Annex comprising trademarks of U.S.A., formed by 1 (one) page size A4 written on one side, made on paper and instrument Lanier 6745 Copier, as per the original document and collected by me.

Avv. Giovanni Stucchi, Notary Public in Lugano.

Notarial seal and signature.