

Form PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

11-22-99

RECORDATION FORM COVER SHEET

12-01-1999

CE
file



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To the Honorable Commissioner of Patents

11-22-1999

3 attac.

1. Name of conveying party(ies):

PCL, S.A.

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation - Swiss Confederation
Other

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

U.S. Patent & TMO/TM Mail Rcpt Dt. #31

Address of receiving party(ies)

Name: Advance Watch Company, Ltd.

Internal Address:

Street Address: 25800 Sherwood

City: Warren State: MI ZIP: 48091

Individual(s) citizenship

Association

General Partnership

Limited Partnership

[X] Corporation-State Michigan

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

3. Nature of conveyance:

- [X] Assignment Merger
Security Agreement Change of Name
Other

Execution Date: November 10, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,786,513; 1,749,873; 1,314,537; 1,316,905; 1,316,906

Additional numbers attached? Yes [X] No

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

Name: Mark A. Cantor, Esq.

Internal Address: Brooks & Kushman P.C.

Street Address: 1000 Town Center, 22nd Floor

City: Southfield State: MI Zip: 48075

6. Total number of applications and registrations involved: Five

7. Total fee (37 CFR 3.41) \$140.00

[X] 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

40.00 OP

DO NOT USE THIS SPACE

02 FC:482

100.00 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.

Mark A. Cantor

Name of Person Signing

Signature

November 19, 1999

Date

Total number of pages including cover sheet, attachments, and document: 8

ASSIGNMENT AGREEMENT

WHEREAS, PCL, S. A., a corporation organized and existing under the laws of the Swiss Confederation (Switzerland), having its principal place of business at Strada dei Balconi 3, CH-6917, Barbengo, Switzerland (hereinafter "Assignor"), is the owner of certain PIERRE CARDIN and related trademarks for certain goods, registrations thereof and licenses, in the United States and Canada; and

WHEREAS, Advance Watch Company, Ltd., a corporation organized and existing under the laws of the State of Michigan, U.S.A., having its principal place of business at 25800 Sherwood, Warren, Michigan 48091 (hereinafter "Assignee") is desirous of acquiring all of the Assignor's rights in and to PIERRE CARDIN and related trademarks and registrations thereof in the United States and Canada for goods falling within Class 16 of International Classification of Goods and Services.

NOW THEREFORE, in consideration of the mutual covenants set forth hereinbelow, Assignor and Assignee do hereby agree as follows:

1. Assignor does hereby sell, transfer, convey and assign to Assignee all of the Assignor's rights and licenses in the United States and Canada in and to the mark "PIERRE CARDIN" and all variations, abbreviations, designs and logos thereof, including but not limited to all of Assignor's U.S. and Canadian registrations thereof, for goods falling within Class 16 of the International Classification of Goods and Services of the World Intellectual Property Organization (hereinafter referred to collectively as the "Assigned Trademark Rights"), together with the goodwill of the business associated with and symbolized by the Assigned Trademark Rights for said goods in Class 16 in the United States and Canada and the right to sue and recover for past, present and future infringement thereof.



TRADEMARK

REEL: 001993 FRAME: 0973

2. The Assigned Trademark Rights include, without limitation, the following:

U.S. Registration number 1,786,513 for "PIERRE CARDIN" for goods in International Class 16 thereof; and

U.S. Registration number 1,749,873 for "PC" logo and design for goods in International Class 16 thereof; and

U.S. Registration number 1,314,537 for "PC" logo and design for goods in International Class 16 thereof; and

U.S. Registration number 1,316,905 for "PIERRE CARDIN" for goods in International Class 16 thereof; and

U.S. Registration number 1,316,906 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof; and

The licenses for Canadian Registration number 408,608 for "PIERRE CARDIN" for goods in International Class 16 thereof; and

The licenses for Canadian Registration number 372,895 for "PIERRE CARDIN" for goods in International Class 16 thereof; and

The licenses for Canadian Registration number 374,101 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof; and

The licenses for Canadian Registration number 216,335 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof.

The licenses for Canadian Registration number 168,669 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof.

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Handwritten signature and initials in black ink, consisting of a large stylized 'P' followed by a signature and the initials 'PC'.

The licenses for Canadian Registration number 342,582 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof.

The licenses for Canadian Registration number 342,833 for "PIERRE CARDIN" logo and design for goods in International Class 16 thereof.

3. It is expressly understood that this Agreement, and the Assigned Trademark Rights conveyed hereunder, do not include any of the following:

3.1 the Assignor's rights associated with all U.S. and Canadian Registrations for goods in classes other than International Class 16, which rights and the registrations thereof are hereby reserved and retained by Assignor;

3.2 the Assignor's trademark rights to "PIERRE CARDIN" and related marks within the United States and Canada, except in association with goods in International Class 16;

3.3 the Assignor's trademark rights, for any goods in any class, outside of the United States and Canada; and

3.4 the Assignor's rights, in the United States and Canada, and elsewhere in the world, in and to its corporate and/or trade names, i.e., "PCL S.A. Pierre Cardin Licenses."

4. This Agreement is made for good and valuable consideration, receipt of which is acknowledged.

5. Assignor represents and warrants it owns all rights being assigned hereunder free and clear of any liens or encumbrances and that it has no current agreements which conflict with the rights being assigned herein. Assignor further represents and warrants that to the best of its knowledge the



registrations set forth in paragraph 2 hereof are in full force and effect. Assignor agrees that it will, without any further consideration, execute all lawful papers, take all rightful oaths and perform other lawful acts which may be reasonably requested by Assignee so that Assignee may perfect, secure, protect, record and/or enforce the rights conveyed hereunder, with the understanding that any such acts shall be at no cost or expense to Assignor.

6. Assignee accepts the Assignment of Canadian rights subject to the license between Pierre Cardin and PCL S. A. and agrees to be bound as Licensee to the terms of such license.

7. Assignor assigns to Assignee whatever rights Assignor may have to register any and all additional "PIERRE CARDIN" marks, logos and designs in the United States and Canada in International Class 16 in the name of Assignor and/or Pierre Cardin (an individual) and Assignor specifically consents and will not take any action to challenge or contest such applications or registrations of Assignee.

A handwritten signature or set of initials, possibly reading 'P.C.', written in black ink.

8. Assignee shall have the right to renew and keep alive all registrations in the name of Assignor or Pierre Cardin (an individual).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date(s) indicated below



PCL S.A.

By: [Signature]

Its: Director

State of Geneva

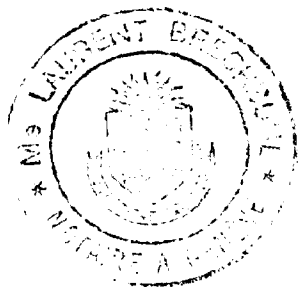
Parish/County of Switzerland

On this 10th day of November, 1999, before me, the undersigned Notary

Public, personally came and appeared:

Mr Pierre-André GATTLEN

who declared before me that he/~~she~~ is the Director of PCL S.A. and has been duly authorized by PCL S.A. to execute the foregoing Assignment Agreement on its behalf, and who did execute the foregoing Assignment Agreement before me on behalf of PCL S.A. after a full and careful reading of the same.



[Signature]
Notary

ADVANCE WATCH COMPANY, LTD.

By: [Signature]

Its: Director

State of MICHIGAN

Parish/County of OAKLAND

On this 15 day of NOVEMBER, 1999, before me, the undersigned Notary

Public, personally came and appeared:

BARRY ROSENBAUM

who declared before me that he/she is the DIRECTOR of Advance Watch Company, Ltd. and has been duly authorized by Advance Watch Company, Ltd. to execute the foregoing Assignment Agreement on its behalf, and who did execute the foregoing Assignment Agreement before me on behalf of Advance Watch Company, Ltd. after a full and careful reading of the same.

Judy B. Noble
Notary

JUDY B. NOBLE
Notary Public, Oakland County, MI
My Commission Expires Nov. 18, 2000