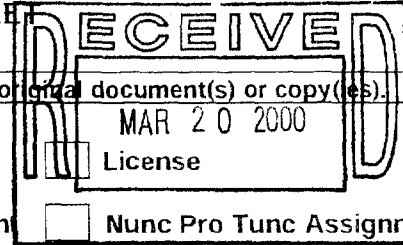


04-21-2000



101328738

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



03/14/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # 1868 Frame # 0325

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other Inadvertent recital (Exhibit A)

Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Safilo Financial Corporation

Execution Date  
Month Day Year  
2 23 99

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name FTL Corp.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Suite 202

Address (line 2) 802 West Street

Address (line 3) Wilmington

Delaware

19801

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/19/2000 DNGUYEN 00000336 1186514

FOR OFFICE USE ONLY

01 FC:481

(40.00 OP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002061 FRAME: 0931

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1186514"/>	<input type="text" value="1169091"/>	<input type="text" value="1185565"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

James R. Meyer

Name of Person Signing



Signature

3/14/2000

Date Signed



ATTORNEYS AT LAW

SUITE 3600 • 1600 MARKET STREET • PHILADELPHIA, PENNSYLVANIA 19103-7286

James R. Meyer  
215 751-2622  
215-972-7677 Fax

TELECOPIER TRANSMISSION COVER SHEET

June 20, 2000

**SEND TO:** Ms. Anne Harrell  
**FAX#:** 703-308-7124  
**PHONE#:**

**FROM:** James R. Meyer  
**CLIENT#:** 999902-310  
**ATTY#:** 1258

**RE:** Sun Sights, Reg. No. 1,186,514

**NUMBER OF PAGES INCLUDING COVER PAGE: 1**

---

**COMMENTS:** You are authorized to charge the additional fees to our deposit account, No. 13-3405.

**IF THERE IS A PROBLEM, CALL: 215 751-2371**

The information contained in this fax communication is transmitted by an attorney. It is privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or reproduction of this fax communication is strictly prohibited. If this fax communication has been received in error, please immediately notify us by telephone, collect if necessary, and return the original message to us at the above address by mail (we will reimburse postage). Thank you.

## Exhibit A

Assignee inadvertently included registration number 1845460, for SUN SIGHTS, in the assignment recorded 11 March 1999, at Reel/ Frame: 1868/0325. The Assignee respectfully requests this registration be removed from the cover sheet so a new cover sheet and assignment may be properly recorded.

03-17-1999

HEET  
ILY

Docket No.:  
045836-000



100984804

settings → → → ▼

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies): Safilo Financial Corporation  
 STR/FINANCE

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

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

3. Nature of conveyance: 3-11-99

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Declaration

Execution Date: February 23, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,186,514	1,169,091	1,185,565
1,845,460		

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: 4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

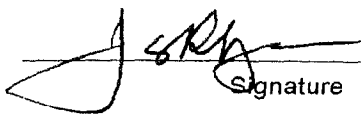
15/1999 JSHABAZZ 00000154 1186514

DO NOT USE THIS SPACE

115E

FC:481 40.00 OP  
FC:482 75.00 OP

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                                            3/8/99  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 15

# State of Delaware

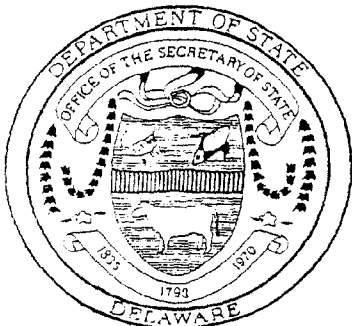


## Office of Secretary of State

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.

\* \* \* \* \*

REC'D - DEPT. OF STATE  
92 JAN 9 1992



013385307

*Jeffrey D Lewis*

ACTING SECRETARY OF STATE

AUTHENTICATION: \*3281887

DATE: 12/23/1991

2  
80859

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."

1. 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: *Roem A Schwab*  
Name:  
Title: *Treasurer*

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

[Seal]  
Attest:

FTL CORP.

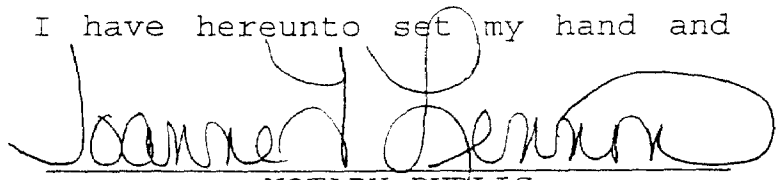
By: *Roem A Schwab*  
Name:  
Title: *Treasurer*

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

STATE OF Delaware )  
COUNTY OF New Castle ) SS.

On the 26<sup>th</sup> 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 26<sup>th</sup> day of April, 1998<sup>4</sup>, 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.

Joanne F. Lennon  
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>
-------------------	---------------------------------	--------------------------------	----------------

SEE ATTACHED

**SCHEDULE A (Excerpt)**

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
US	ADENSCO	1,186,514
US	CONTEMPORA	1,169,091
US	FLEXOLITE	1,185,565
US	SUN SIGHTS	1,845,460

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	ADENSCO	1,186,514
US	CONTEMPORA	1,169,091
US	FLEXOLITE	1,185,565
US	SUN SIGHTS	1,845,460

**EXHIBIT 2  
TO  
DECLARATION**

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