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To the Honorable Commissioner of Patents and Trademarks:

101408503

copy thereof.

1. Name of conveying party(ies):

Maidenform, Inc.

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of New York
☐ Other

Additional name(s) of conveying party(ies) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 19, 200

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

Name: Bio-mecanica, Inc.

Internal Address: 2601 S. Bayshore Drive, Suite 725
Coconut Grove, Florida 33133

Street Address: 2601 S. Bayshore Drive, Suite 725

City Coconut Grove State: Florida Zip: 33133

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Florida
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,746,453Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas A. Polcyn

Internal Address: 7733 Forsyth Boulevard, Suite 1400

St. Louis, Missouri 63105

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41)\$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account (if
amount is insufficient)

8. Deposit account number:

18-1829

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

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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.

Thomas A Polcyn

Name of person signing

Signature

Date

6-21-00Total number of pages including cover sheet, attachments, and document: 3

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

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Mail documents to be recorded with required

TRADEMARK
REEL: 002104 FRAME: 0106

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is by and between Bio-mecanica, Inc., a Florida corporation, having a place of business at 2601 S. Bayshore Drive, Suite 725, Coconut Grove, Florida 33133 ("Bio-mecanica") and Maidenform, Inc., a corporation of the State of New York having offices at 200 Madison Avenue, New York, New York 10016 ("Maidenform") (hereinafter Bio-mecanica and Maidenform shall be referred to collectively as the "Parties"). This Agreement shall become effective as of the later to occur of (i) the date on which the last signature required for full execution of the Agreement by Bio-mecanica and Maidenform is entered upon this Agreement and (ii) Maidenform has received funds in respect of the payment (the "Effective Date").

WHEREAS, Maidenform owns the entire right, title and interest in and to the trademark BRAVA as used with the goods of *foundation garments and lingerie* in the United States, and U.S. Trademark Registration No. 1,746,453 granted January 12, 1993 therefor (hereinafter the trademark BRAVA shall be referred to as the "Mark" and Registration No. 1,746,453 shall be referred to as the "Registration"); and

WHEREAS, Bio-mecanica is desirous of acquiring the entire right, title and interest in and to the Mark.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, obligations and representations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both of the Parties, the Parties agree as follows:

1. Maidenform represents and warrants that

A. it owns the entire right, title and interest in and to the Mark and the goodwill connected with the Mark and that there are no presently existing licenses either express or implied under the Mark or Registration,

B. the Registration has been duly and lawfully obtained and is presently valid and subsisting with legal title and ownership in Maidenform,

C. all information recited in the Registration is true and accurate, including the dates of first use,

D. it knows of no impediment to the continuing validity and enforceability of the Mark and the Registration, and

E. it has full corporate power and authority to enter into this Agreement.

Any liability under this Agreement shall be limited to the amount of the consideration paid to Maidenform under Paragraph 3 below.

2. Maidenform has sold, assigned and transferred, and hereby does, sell, assign and transfer unto Bio-mecanica the entire right, title and interest in and to the Mark and Registration, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Bio-mecanica, its successors and assigns, as fully and entirely as if the same would have been held and enjoyed by Maidenform had no sale and assignment of the Mark and Registration been made.

3. Within ten (10) days after the execution of this Agreement, Bio-mecanica shall pay to Maidenform a one-time lump sum amount of \$5,000.00, which shall comprise the full and complete consideration for this Agreement.

4. Maidenform represents and warrants that it has not executed, and covenants that it shall not in the future execute, any other agreements, licenses, assignments or other contracts in conflict with this Agreement.

5. Maidenform shall not directly or indirectly raise any objection to, or otherwise challenge or interfere with, the ownership, use, registration, maintenance or enforcement by Bio-mecanica of the Mark or any other trademark, service mark or trade name containing the Mark as a primary formative, in any country. In any contested proceeding, Maidenform shall not take a position inconsistent with Bio-mecanica's ownership of the Mark and Registration and their validity and enforceability nor offer or provide any aid or assistance to any third party taking such a position.

6. Maidenform shall execute such further documents that may reasonably be required by Bio-mecanica to secure and enforce the rights granted to Bio-mecanica under this Agreement. Maidenform shall cooperate with Bio-mecanica by using reasonable efforts to make available to Bio-mecanica documentation (such as past sales records and other evidence of past trademark use and promotion) reasonably needed by Bio-mecanica to secure and enforce the rights granted to Bio-mecanica under this Agreement, to the extent such documentation is reasonably available to Maidenform, and Bio-mecanica shall reimburse Maidenform for its costs and expenses incurred in connection therewith.

7. As of the Effective Date of this Agreement, Maidenform shall not adopt, use or attempt to register the Mark, or any mark similar thereto, for use in connection with the same or related goods.

8. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may be amended only by a subsequent written agreement executed by both parties which specifically refers to this Agreement. This Agreement shall be interpreted and governed by the substantive law of the State of Florida, and any dispute over this Agreement shall be contested within the Courts of proper jurisdiction located within Miami, Florida.

BIO-MECANICA, INC.

By:

Carlos V. Freyre
President

Date

6/19/00

MAIDENFORM, INC.

By:

Signature

STEVEN N. MARROT, EXECUTIVE VICE PRESIDENT
Printed Name and Title

Date

6/9/2000