

07-25-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101413013

Handwritten: PMS 6.28.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/24/2000 MTHAI1 00000166 2082776
01 FC:481 40.00 OP

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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: 002109 FRAME: 0260

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

212-554-7892

Name

Elizabeth A. Corradino, Esq.

Address (line 1)

Moses & Singer LLP 1301 Avenue of the Americas, New York, NY 10019

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

4

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)

2082776	<input type="text"/>	<input type="text"/>
<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.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

Elizabeth A. Corradino

Name of Person Signing

Elizabeth A. Corradino

Signature

June 27, 2000

Date Signed

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated June 16 2000 (the "Effective Date"), from Joel Desgrippes, a citizen of France, residing at 4, Avenue Frederic la Play, 75007 Paris, France ("Assignor"), to Desgrippes Gobe, Inc., a New York corporation, with offices at 411 Lafayette Street, New York, New York 10152 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner in and to the mark "DESGRIPPES" and the United States trademark registration therefor (Registration No. 2,082,776) and the applications for registration, registrations and/or any and all common law rights in and to the mark "DESGRIPPES" in each and every country listed on Schedule A attached hereto and incorporated herein by reference (collectively, the "Marks") and the goodwill of the business associated with the foregoing; and

WHEREAS, Assignor is a substantial shareholder in Assignee and Assignor wishes to contribute to Assignee and Assignee wishes to acquire from Assignor all right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used.

I. ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions, and throughout the world, as well as renewals and extension of the registration that are or may be secured under the laws of the United States, its territories and possessions, and throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

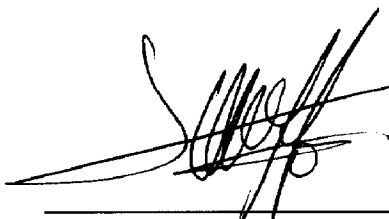
II. FURTHER ASSURANCES

Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required), in (1) the preparation and prosecution of any application for registration or any application for continuation and/or renewal of a registration covering any of the Marks, in the United States, its territories and possessions,

and throughout the world; (2) the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks and this Assignment, in the United States, its territories and possessions, and throughout the world; (3) obtaining any additional trademark protection for any of the Marks that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, its territories and possessions, or throughout the world; and (4) the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignee or in the name of Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership of; or receive, collect, or assert or enforce any right, title, benefit, or interest of any kind in or to, the Marks. Assignor agrees that the foregoing appointment made and powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

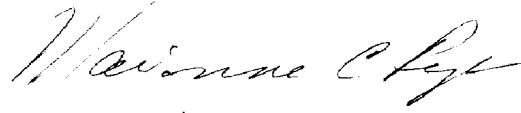
Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any comparable authority in the applicable foreign jurisdiction, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees, or other legal representatives.

A handwritten signature in black ink, appearing to read 'JOEL DESGRIPPES', is written over a horizontal line.

JOEL DESGRIPPES

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 16th day of June, 2000, there appeared before me Joel Desgrippes, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.



MARIANNE C. PRYOR
Notary Public, State of New York
Suffolk County No. 5012316
Certificate Filed in New York County
Commission Expires June 15, 2001

SCHEDULE A

"DESGRIPPES"

Country	Classes
France	38, 11, 12, 14, 16, 18, 20, 21, 24, 25, 34
Japan	35
Corée du Sud	101
Great Britain	35
Taiwan	5
Mexico	35
Internationale	35, 42
France	35, 42