



08-10-2000



101429139

Docket No.:

F01656

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Tab settings

07-17-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #

To the Hon

ached original documents or copy thereof.

1. Name of conveying party(ies):

Compagnie Generale des Etablissements Michelin - Michelin et Cie  
12, Cours Sablon  
63040 Clermont-Ferrand Cedex 09, France

- Individual(s)
- General Partnership
- Corporation-State France
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 30, 1999

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

Name: Michelin North America, Inc. 7-17-00

Internal Address:

Street Address: One Parkway South

City: Greenville State: SC ZIP: 29615

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

See attached list of trademarks

Additional numbers

B. Trademark Registration No.(s)

See attached list of trademarks

2060412

Yes  No

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

Name: Alan A. Csontos, Esquire

Internal Address: Michelin North America, Inc.

Street Address: P.O. Box 2026

515 Michelin Road

City: Greenville State: SC ZIP: 29602

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 3.41): \$ 1,640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3085

DO NOT USE THIS SPACE

08/09/2000 DNGUYEN 00000312 133085 2060412

01 FC:481 40.00 CH  
02 FC:482 1000.00 CH

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.

Alan A. Csontos

Name of Person Signing

Alan A. Csontos

Signature

July 17, 2000

Date

Total number of pages including cover sheet, attachments, and

7

**EXHIBIT 1**

<b>Trademarks</b>	<b>Reg. No.</b>
AGILIS	2 060 412
ALLSTAR	75/508 415
ALPIN	2 016 859
ALTIKA	1 859 626
ASTRAL	1 853 595
AXIAL	75/361 430
BIB MOUSSE	75/508 416
BOPPER	1 942 413
CATAMARAN	1 928 956
COMMANDER	75/361 431
DEXTER	1 917 823
EQX	75/528 920
GOLD STANDARD	2189246
HI-LITE	1 483 301
HI-SPORT	1 432 859
HI-TOUR	1 432 863
IDILIS	1 914 777
LOGO RECAMIC	1 983 769
MACADAM	1 994 386
MAESTRO	1 930 450
MAMBO	1 943 507
MAXI ICE	2 082 766
MEGAXBIB	75/443 677
MXM	1 786 678
PAV	75/521 647

<b>Trademarks</b>	<b>Reg. No.</b>
PAX	75/521 646
RAPPER	1 948 039
RECAMIC	1 958 967
RECAMIC	2 068 348
SELECT	1 499 084
SIRAC	1 045 035
STABIL'X	2 058 682
STARCROSS	75/589 195
STREETLINER	2 337 905
TAIGA	1 999 016
TARMAC	1 958 325
TRACER	75/044 765
TRANSWORLD	75/428 141
WildGripper	2 050 502
XPMA	75/606 954
XRS	2 016 978

ANNEX VI

**ASSIGNMENT**

This is an Assignment between Société de Technologie Michelin, a corporation of France (hereafter "STM"), as duly authorized agent acting on behalf of Compagnie Generale des Etablissements Michelin, a corporation of France (hereafter "CGEM"), and Michelin North America, a corporation of New York, U.S.A. (hereafter "MNA").

WHEREAS, STM is acting as the duly authorized agent of and on behalf of CGEM by virtue of the powers conferred on STM by CGEM under a Power of Attorney, a copy of which is attached hereto;

WHEREAS, CGEM is the registered owner of the United States trademarks and service marks listed in Exhibit 1 attached hereto for the products and services identified in the United States registrations and applications for registration therefor as identified in Exhibit 1.

WHEREAS MNA wishes to acquire said trademarks and service marks, the United States registrations therefor, and the goodwill associated therewith; and

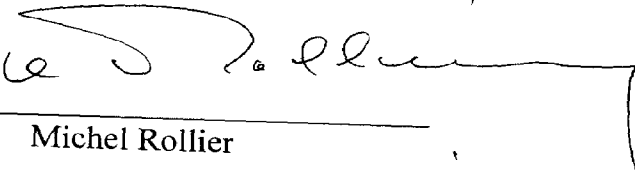
WHEREAS, STM, acting as agent for and on behalf of CGEM, and MNA have defined by separate agreement their future relations as to the trademarks and service marks listed above.

NOW, THEREFORE, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, STM, on behalf of CGEM, does hereby sell, assign and transfer unto MNA the entire right, title and interest in said trademarks and service marks, any United States trademark registrations therefor, and the goodwill of the business associated therewith, together with all claims for past infringement thereof and all other claims for recovery thereunder.

This contract is subject to the laws of the United States and the State of New York.

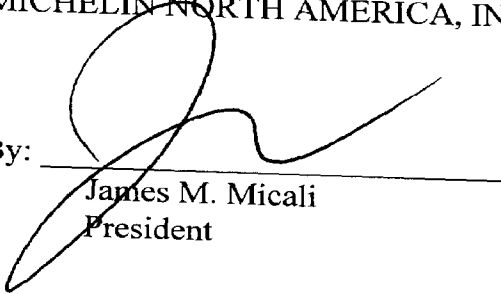
SOCIÉTÉ DE TECHNOLOGIE MICHELIN  
As Agent For  
COMPAGNIE GENERALE DES  
ETABLISSEMENTS MICHELIN

Date: October 1, 1999

By:   
Michel Rollier

MICHELIN NORTH AMERICA, INC *KAC*

Date: September 30, 1999

By:   
James M. Micali  
President

ANNEX V

**POWER OF ATTORNEY**

Compagnie Generale des Etablissements Michelin, a corporation of France ("CGEM"), does hereby name and appoint Société de Technologie Michelin, a corporation of France (hereafter "STM"), as its duly authorized agent to act on its behalf for the sole purpose of negotiating and signing any and all agreements (1) relative to use in the United States of the trademarks and service marks owned by CGEM, their United States registrations and the goodwill associated therewith, which agreements are for the purpose of maintaining the validity of the trademarks and service marks and sustaining and enhancing the goodwill associated with such trademarks and service marks for the benefit of CGEM and (2) any and all agreements with Michelin North America, a corporation of New York, United States of America ("MNA"), relative to the trademarks and service marks owned and used by MNA in the United States for the benefit of CGEM; the express purpose of such agreements being to ensure that use of the trademarks and service marks in the United States are for the benefit of CGEM and its Affiliates and that all rights in and to the trademarks and service marks, their United States registrations and the goodwill associated with their use in the United States shall revert to CGEM or its Affiliates in the event MNA or another Affiliate authorized to use the trademarks and service marks in the United States shall cease conducting business or is no longer an Affiliate.

CGEM, therefore, invests in STM such powers as are necessary to negotiate and conclude any and all agreements which realize the objectives set out above, to put into force and carry out such agreement or agreements, to receive any compensation under such agreement or agreements and, if necessary, to amend or terminate such agreement or agreements.

In the performance of all or a part of its obligations herein defined, STM may, on its own initiative and responsibility, substitute one or more third parties, in which case STM shall inform CGEM in advance of their identity and obligations.

STM accepts the power of attorney set out herein for the sole consideration of CGEM assuming liability for all expenses and costs incurred by STM in the execution of this power. STM shall make periodic reports to CGEM concerning the obligations herein defined.

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This Power of Attorney shall be subject to the laws of France, shall be effective as of October 1, 1999, and shall be perpetual, except that either CGEM or STM may terminate the Power at any time upon six months prior written notice to the other.

COMPAGNIE GENERALE DES  
ETABLISSEMENTS MICHELIN

By:         J-L. Moulin          
Jean-Louis Moulin

SOCIÉTÉ DE TECHNOLOGIE MICHELIN

By:         Michel Rollier          
Michel Rollier