

7-24-00

08-17-2000

TRADEMARK & PATENT C

COMPRISING THE LAW OFFICE OF MARK



101435535

ICA, P.C.

oadway New York, NY 10010-7108
212) 387-0247 Fax: (212) 387-0167
E-mail: trademark@tmcounselors.com

Mark I. Peroff
Keith E. Danish
G. Mathew Lombard
Manjari M. Datta
Steven R. Fink*
*admitted in the state of New Jersey

00 JUL 28 11 12: 03

OFFICE

July 24, 2000

Of counsel:
Stephen N. Dratch
Marguerite Del Valle
James A. Power Jr

RECORDATION FORM COVER SHEET - TRADEMARKS

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Attn: BOX ASSIGNMENT

Re: Recordal of Assignment of Trademark
Assignor: F.G.G. INVESTMENTS, INC.
Assignee: COTTET S.A.
Trademark: **REBELS, REBELS** and Design
Reg. Nos.: 1,988,010; 1,992,509
Our Ref.: 182.011

Express Mail[®] mailing label number EL92806320545
Date of Deposit 7/29/00

I hereby certify that this paper or fee is being deposited with the United Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 110 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

Julio Simmons
Julio Simmons
(Signature of person mailing paper or fee)

Sir:

Please record the attached original documents or copies thereof:

1. Name of conveying party(ies):

F.G.G. Investments, Inc., a corporation organized and existing under the laws of Delaware.

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

Cottet, S.A., a company organized and existing under the laws of France, having an office and place of business at Les Buclets, B.P. No. 4 - Morbier - 38400 Morez, France.

3. Nature of conveyance:

Assignment Agreement
Date of execution: June 15, 1999
Power of Attorney/Appointment of Domestic Representative (2)

4. Trademark Application/Registration Number:

1,988,010
1,992,509

08/16/2000 MTHA11 00000195 1988010
65110 v 65110.1

01 FC:481
02 FC:482

40.00 DP
25.00 DP

5. Please address all correspondence in this matter to:

Mark I. Peroff
Trademark & Patent Counselors of America, P.C.
915 Broadway - 19th Floor
New York, New York 10010
(212) 387-0247

6. Total number of applications and registrations involved: two

7. One check in the amount of \$65.00

8. Also enclosed is a Certificate of Express Mail, label number EL 428063205 US, and an acknowledgment postcard.

9. 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.

Sincerely,



G. Mathew Lombard

GML:bc
Enclosures

Total number of pages comprising cover sheet: 2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : COTTET S.A.
 Mark : REBELS & Design
 Reg. No. : 1,992,509
 Class(es) : 9
 Reg. Date : August 13, 1996

**SUBSTITUTE POWER OF ATTORNEY/
 APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby revokes all previous power(s) of attorney and appoints Mark I. Peroff, Keith E. Danish, G. Mathew Lombard and Manjari M. Datta, each a member of the bar of the State of New York and Steven R. Fink, a member of the bar of the State of New Jersey, and all members of the Bar of the State of New York of the firm of Trademark & Patent Counselors of America, P.C., 915 Broadway, New York, New York 10010, (212) 387-0247, its attorneys with full powers of substitution and revocation to transact all business in the Patent and Trademark Office in connection with the captioned application.

Trademark & Patent Counselors of America, P.C., is also hereby designated applicant's representative upon whom notices or process in proceeding affecting the mark may be served.

Please address all correspondence in this matter to the attention of:

Mark I. Peroff, Esq.
 Trademark & Patent Counselors of America, P.C.
 915 Broadway, 19th Floor
 New York, New York 10010

COTTET S.A.

By: Mr. Jacques Noel
 Name: _____
 Title: PDG (President Director General)

Date: July 11, 2000

6/15/99-VF
tmassign.doc**AGREEMENT FOR ASSIGNMENT OF TRADEMARK**

THIS AGREEMENT is made as of the 15 day of June, 1999 between F.G.G. INVESTMENTS, INC., a corporation organized under the laws of Delaware, whose principal place of business is 500 George Washington Highway, Smithfield, R.I. (the "Assignor") and COTTET S.A., a French company, which address is: Les Buclets, B.P. No. 4 - Morbier - 38400 Morez, France (the "Assignee") with reference to the following facts:

WHEREAS, Assignor is the owner of the Trademark Registrations for the mark "REBELS" in International class 009, for eye glasses and sun glasses, as set forth on the attached schedule (Exhibit A).

WHEREAS, Assignor wishes to assign the Trademark Registrations and all the appurtenant rights and interest herein to Assignee and Assignee wishes to accept such assignment.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings hereinafter set forth, the parties have agreed as follows:

1. **Assignment**

In consideration for the sum of thirty thousand dollars (\$30,000.00) paid by Assignee to Assignor, Assignor, who is the owner of all rights, title and interest in and to the Trademark Registrations for the mark "REBELS" shall assign and transfer to Assignee, all of Assignor's rights, title and interest in and to the Trademark Registrations, and all goodwill of the business in the goods for which the mark is registered.

2. **Goodwill**

It is understood that, in addition to the Trademark, as part of this transaction and included in the price stated in Article 1 above, Assignor shall sell and transfer to Assignee the goodwill associated with the Trademark and with the business in the products sold under such Trademark.

3. **Delivery and Registration of Assignment**

Assignor shall execute and deliver to Assignee one valid assignment for each registration of the Trademark, as applicable, and any other documents necessary for the valid recordation of such assignment with the Patent and Trademark Office. Assignor shall send such assignment to Assignee via overnight mail or courier, within two (2) days of receipt of a check for \$30,000. Each of the parties shall execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out such assignments, including, if necessary any documents pertaining to the releases of certain security interests in the Trademark Registrations pre-dating this Agreement.

6/15/99-VP
trassign.doc

4. Entire Agreement

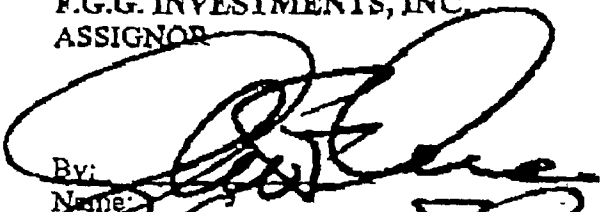
This Agreement and the documents and instruments to be executed and delivered pursuant hereto are intended to embody the final, complete and exclusive agreement among the parties with respect to the Trademark Registrations; however, Assignee is relying on Assignor's representation that any security interests in the Trademark Registrations have been or shall shortly be cleared.

5. Governing Law

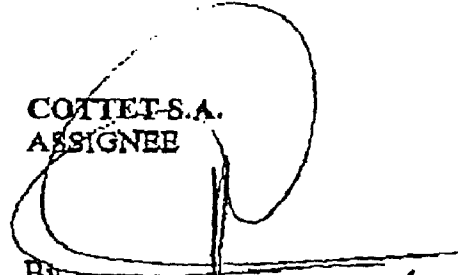
This Agreement is to be governed by and construed in accordance with the laws of the State of Rhode Island applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

F.G.G. INVESTMENTS, INC.
ASSIGNOR

By: 
Name: **GERALD F. LANE**
Title: **CHAIRMAN**

COTET S.A.
ASSIGNEE

By: 
Name: **Gerine Moul**
Title: **Director General**

6/15/99-YF
transign.doc

EXHIBIT A

TRADEMARK

REBELS - INTERNATIONAL CLASS 009

US PATENT AND TRADEMARK REGISTRATION NUMBERS:

- 1988010

- 1992509

SCHEDULE

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>
REBELS	1,988,010	July 23, 1996
REBELS and Design	1,992,509	August 13, 1996

* * * * *
* * * *