

RECO  
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09-14-2000

Our Ref.: 2865-300

Commissioner of Patents and Trademarks  
Box Assignments, Washington, DC 20231



101456846

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Luciano Soprani

*MLO  
8.29.00*

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

2. Name and address of receiving party(ies):  
Name: Studio Soprani S.r.l.  
Internal Address: \_\_\_\_\_  
Street Address: Via Salvini 5  
\_\_\_\_\_  
City: Milan  
State/Country: Italy  
Zip: \_\_\_\_\_

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Assignment                   Change of Name  
 Other: \_\_\_\_\_

Execution Date: November 7, 1996

Designations must be a separate document from Assignment)  
Additional name/s & address/es attached  Yes  No

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
(1) _____	(1) 1,445,168                  (4) 1,180,336
(2) _____	(2) 1,446,070                  (5) _____
(3) _____	(3) 1,229,602                  (6) _____

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Frank P. Presta  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: Nixon & Vanderhye P.C.  
1100 North Glebe Road  
8th Floor  
City Arlington State: VA Zip: 22201

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 #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140.**

DO NOT USE THIS SPACE

9. Statements 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.

Frank P. Presta                      *Frank P. Presta*                      August 28, 2000  
Name of Person Signing                      Signature                      Date

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

09/14/2000 BNGUYEN 00000222 1445168

01 FC:481                      40.00 DP  
02 FC:482                      75.00 DP

**SALE OF TRADEMARKS AND PATENTS**

Between the undersigned:

- DILIO GUILLERMO ORTIGOZA PARRA, a doctor born in La Ensenada on 12 December 1947 and domiciled at Viale Majno No. 15, Milan;

who is acting for the purposes of this legal document in his capacity as a proxy with special power of attorney of:

- LUCIANO SOPRANI, a designer and Italian citizen born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan (Tax Reg. No. SPR LCN 46D12 H225P);

having the necessary powers on the basis of the power of attorney authenticated by Notary Public Giuseppe Garbagnati of Rho, on 7 November 1996 Serial No. 133073, the original of which is attached to this document under the letter "A";

hereinafter referred to as the vendor;

- LUCIANO SOPRANI, a designer born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan;

who is acting for the purposes of this legal document in his capacity of Sole Director and legal representative of the Company:

"STUDIO SOPRANI S.R.L." with registered office at Via Salvini No. 5, Milan and capital of Lira 190,000,000, registered in the Register of Companies in Milan as number 326788 Court of Milan (Tax Reg. No. 10642900152), an Italian company, and has the necessary powers as laid down in the Memorandum and Articles of Association;

hereinafter referred to as the purchaser;

**WHEREAS**

- he is the owner of the trademark and patent registrations and applications for registration relating to "LUCIANO SOPRANI", "SOPRANI", "SOPRANI UOMO", "SOPRANI DONNA", "SEGNO", "AFTER" and "SOPRANI LADY" or their variants, either in Italy or abroad, with the exception of the territory of Japan;

- the Parties intend to enter into a contract to transfer the said trademarks and patents in accordance with the terms and conditions more fully described below.

All the above by way of preamble

the following is stipulated and agreed

A) LUCIANO SOPRANI, as represented above, transfers and sells to the Company STUDIO SOPRANI S.R.L. which, as represented above, accepts and purchases all the trademark and patent registrations and applications for registration, and specifically the names shown in the applications for registration and in the acts both in Italy and abroad, as well as all the trademarks relating to the names "LUCIANO SOPRANI", "SOPRANI", "SOPRANI UOMO", "SOPRANI DONNA", "SEGNO", "AFTER" and "SOPRANI LADY" or their variants, in order that the purchaser can enjoy and exploit all the rights of the said trademarks and patents relating to the said registrations and related applications for registration as the vendor LUCIANO SOPRANI would have enjoyed and exploited them, taking over all the rights and obligations arising from them, including rights and legal proceedings arising from actions detrimental to them already ongoing on the date of this act of sale and with the authority to use the trademarks and patents in all the countries of the world.

B) The price of this sale has been set at Lira 100,000,000 (one hundred million).

C) The vendor declares that has already received payment for the aforementioned sale from the purchaser to whom he acknowledges receipt of the sum discharging him of his obligations.

C) The sale is deemed to be absolute and complete, and thus the purchaser becomes, as a result of the said sale, the sole and exclusive owner of the trademarks and patents and the aforementioned related registrations, and the vendor confirms that he has not previously sold to others the rights that he enjoys in relations to the said trademarks and patents and to the said applications for registration.

D) The vendor also guarantees that he has not established limitations or encumbrance of any kind on the trademarks or patents referred to in this legal document, and that no third party, apart from the purchaser, shall retain any right or interest over the said trademarks and patents and related patent rights as a result of any act or omission by the vendor.

Finally, it is confirmed that along with the trademarks, patents and related registrations, the vendor has transferred to the purchaser ownership of the specific know-how and experience necessary for maintaining the specifications of the products distinguished by the said trademarks and patents, which are of significance to the value placed on them by the public

for the effects and purposes of Art. 15 of Royal Decree 929/1942, as amended by Art. 83 of Legislative Decree 480/'92.

E) This legal document shall be recorded at the Italian Patents and Trademarks Office under the direction of the purchaser and in accordance with Art. 66 of Royal Decree No. 1127 of 29 June 1939, and the vendor undertakes to do all that is necessary and all that lies within his competence as owner of the aforementioned trademarks and patents in order to allow the procedure for recording this sale in Italy and in all other countries to go ahead.

The purchaser shall be wholly liable for all the expenses and taxes relating to this sale of trademarks and patents, as well as of everything relating to or arising from the registration of the change of ownership and the registration of the trademarks and patents.

F) The purchaser shall be wholly liable for expenses and taxes concerning or resulting from this legal document.

The parties request that this private deed be held in the files of the Notary Public responsible for authentication.

Signed LUCIANO SOPRANI

Signed DILIO GUILLERMO ORTIGOZA PARRA

Serial No. 133074

Series No. 11460

I, the undersigned Doctor GIUSEPPE GARBAGNATI, Notary Public of Rho, registered in the Notarial Association of Milan, certify the above signatures to be true signatures by the hand of:

- DILIO GUILLERMO ORTIGOZA PARRA, a doctor born in La Ensenada on 12 December 1947 and domiciled at Viale Majno No. 15, Milan;

who has signed in his capacity as a proxy with special power of attorney of:

LUCIANO SOPRANI, a designer born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan; having the necessary powers on the basis of the power of attorney authenticated by me on 7 November 1996 Serial No. 133073;

- LUCIANO SOPRANI, designer born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan;

who has signed in his capacity of Sole Director and legal representative of the Company "STUDIO SOPRANI S.R.L." with registered office at Via Salvini No. 5, Milan and capital of Lira 190,000,000, registered in the Register of Companies in Milan as number 326788 Court of Milan; and has the necessary powers as laid down in the Memorandum and Articles of Association.

The said persons, of whose personal identity I, the Notary Public, am certain, have signed in my presence, having expressly waived the presence of witnesses by common agreement and with my consent.

Via Torquato Tasso No. 1, Milan, 7 seventh of November 1996 nineteen hundred and ninety-six.

Signed GIUSEPPE GARBAGNATI Notary Public

[stamp and signature]

APPENDIX "A" TO SERIAL NO. 133074 SERIES NO. 11460  
SPECIAL POWER OF ATTORNEY

The undersigned:

- LUCIANO SOPRANI, a designer born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan (Tax Reg. No. SPR LCN 46D12 H225P);

**NOMINATES AND APPOINTS**

as proxy with special power of attorney:

- DILIO GUILLERMO ORTIGOZA PARRA, a doctor born in La Ensenada on 12 December 1947 and domiciled at Viale Majno No. 15, Milan;

so that, acting in the name and on behalf of the undersigned, he may sell to the company "STUDIO SOPRANI S.R.L." the trademarks and patents and all other rights over the said trademarks and patents relating to the name of LUCIANO SOPRANI.

For the said purpose, he confers on the appointed Proxy the fullest powers including, by way of example but not comprehensively, the powers to act in the notarial documentation of the sale, to describe more fully and identify the trademarks and patents subject to the sale, to agree the price, to collect payment or possibly establish deferments of payment, to issue receipt of payment, to establish conditions and clauses including those relating to beneficial uses, the sale of know-how comprising production procedures, equipment, goods and anything else relating to the use of the trademarks and patents, and to authorise the recording of the purchased trademarks in the national register of trademarks held by Patents and Trademarks Office, allowing no exceptions for lack of powers and with promise of full ratification and approval, with the proviso that this power of attorney shall apply solely to a single context.

Read, confirmed and undersigned.

Signed LUCIANO SOPRANI

Serial No. 133073

I, the undersigned Doctor GIUSEPPE GARBAGNATI, Notary Public of Rho, registered in the Notarial Association of Milan, certify the above signature to be a true signature by the hand of:

- LUCIANO SOPRANI, a designer born in Reggiolo on 12 April 1946 and domiciled at Via Salvini No. 5, Milan.

The said person, of whose personal identity I, the Notary Public, am certain, has signed in my presence, having expressly waived the presence of witnesses with my consent.

Via Torquato Tasso No. 1, Milan, 7 seventh of November 1996 nineteen hundred and ninety-six.

Signed GIUSEPPE GARBAGNATI Notary Public

A TRUE COPY OF THE ORIGINAL

ISSUED FOR THE USES PERMITTED BY THE LAW.

RHO, 19 NOV. 1996

[signature and stamp]

**IN THE U.S. PATENT AND TRADEMARK OFFICE**

In re Registration of

Luciano Soprani

REG. NO. 1,334,168; 1,446,070; 1,229,602 and 1,180,336

Registered:

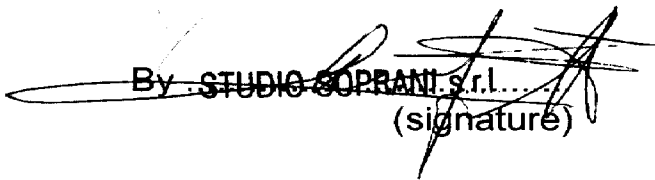
~~Patent/Utility Model/Design/Mark:~~ LUCIANO SOPRANI

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Please appoint Frank P. Presta and the firm Nixon and Vanderhye PC, having an address of 1100 North Glebe Road, 8th Floor, Arlington, Virginia 22201 as

domestic representative in the above case and upon whom notice or process in proceedings affecting this case may be served.

This appointment is intended to replace any prior appointments of domestic representative in the file of this application/registration.

  
By ~~STUDIO SOPRANI s.r.l.~~.....  
(signature)

Typed name .....

Typed Title .....

Date: ..... 8-11-00 .....

T. NEGRO + T. BONA



-----CESSIONE DI MARCHI E BREVETTI-----

Tra i sottoscritti:-----  
- ORTIGOZA PARRA DILIO GUILLERMO, nato a La Ensenada il 12-  
dicembre 1947, domiciliato in Milano, Viale Majno n. 15, me-  
dico;-----

che interviene al presente atto nella sua qualità di Procu-  
ratore speciale di:-----

- SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domi-  
ciliato in Milano, Via Salvini n. 5, designer, (Cod. Fisc.-  
SPR LCN 46D12 H225P), cittadino italiano;-----  
munito degli occorrenti poteri in forza della procura in au-  
tentica Notaio Giuseppe Garbagnati di Rho, in data 7 novem-  
bre 1996 N. 133073 di Rep., che in originale, si allega al-  
presente atto sotto la lettera "A";-----

di seguito denominato cedente;-----

- SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domi-  
ciliato in Milano, Via Salvini n. 5, designer;-----

che interviene al presente atto nella sua qualità di Ammini-  
stratore Unico ed in legale rappresentanza della Società:-----

" STUDIO SOPRANI S.R.L." con sede in Milano, Via Salvini n.-  
5 e capitale di Lire 190.000.000, iscritta presso il Regi-  
stro delle Imprese di Milano al numero 326788 Tribunale di  
Milano (Cod. Fisc. 10642900152), società italiana, munito-  
degli occorrenti poteri in forza dello statuto sociale;-----  
di seguito denominata cessionaria;-----

-----PREMESSO-----

- che è titolare delle registrazioni e delle domande di re-  
gistrazione di marchi e brevetti relativi ai nomi "LUCIANO-  
SOPRANI", "SOPRANI", "SOPRANI UOMO", "SOPRANI DONNA", "SE-  
GNO", "AFTER" e "SOPRANI LADY" o loro varianti, sia in Ita-  
lia che all'estero, escluso il territorio giapponese;-----

- che le Parti intendono stipulare il contratto di cessione-  
di detti marchi e brevetti secondo i termini e le condizioni-  
di seguito meglio descritte.-----

-----Tutto ciò premesso-----

-----si conviene e si stipula quanto segue-----

A) SOPRANI LUCIANO come sopra rappresentato, cede e vende-  
alla Società STUDIO SOPRANI S.R.L. che, come sopra rappre-  
sentata, accetta ed acquista tutte le registrazioni e le do-  
mande di registrazione di marchi e brevetti ed in particola-  
re i nomi riportati nelle domande di registrazione e negli-  
atti sia in Italia che all'estero nonché tutti i marchi ad-  
essi connessi relativi ai nomi "LUCIANO SOPRANI", "SOPRANI",-  
"SOPRANI UOMO", "SOPRANI DONNA", "SEGNO", "AFTER" e "SOPRANI-  
LADY" o loro varianti, affinché la cessionaria stessa possa  
godere e fruire di tutti i diritti a detti marchi e brevetti-  
connessi derivanti da dette registrazioni e dalle relative-  
domande di registrazione come ne godrebbe e ne fruirebbe il-  
cedente SOPRANI LUCIANO subentrando in tutti i diritti ed in-  
tutti gli obblighi che ne derivano, ivi compresi diritti e

Registrato a Rho  
il 19 novembre 1996  
al N° 1062  
Serie 2  
Atti Privati  
Esatte L.3.002.000. =



azioni per fatti lesivi di siffatti diritti pregressi alla-  
data del presente atto di cessione e con facoltà di utiliz-  
zare i marchi e brevetti in tutti i Paesi del mondo.-----  
B) Il prezzo della presente cessione viene stabilito in Lire-  
100.000.000 (centomilioni).-----  
Il cedente dichiara di aver prima d'ora ricevuto il corri-  
spettivo della cessione sopra indicato dalla cessionaria alla  
quale rilascia liberatoria quietanza di saldo.-----  
C) La cessione si intende piena e completa in modo che la-  
cessionaria diventi per effetto della stessa sola ed unica-  
proprietaria dei marchi e brevetti e delle relative regi-  
strazioni suindicate ed il cedente conferma di non avere in-  
alcun modo ceduto prima d'ora ad altri i diritti a sè spet-  
tanti su detti marchi e brevetti e su dette domande di regi-  
strazione.-----  
D) Il cedente garantisce altresì di non aver creato limita-  
zioni o gravami di alcun tipo sui marchi e brevetti di cui-  
al presente atto e che nessun terzo, a parte la cessionaria,  
potrà ritenere alcun diritto o interesse a detti marchi e  
brevetti e relative privative per effetto di alcun atto o o-  
missione del cedente.-----  
Si conferma infine che con i marchi e brevetti e le relative  
registrazioni il cedente ha trasferito in proprietà alla-  
cessionaria le specifiche conoscenze ed esperienze necessa-  
rie per il mantenimento delle caratteristiche dei prodotti-  
contraddistinti dai detti marchi e brevetti e significative-  
per l'apprezzamento del pubblico ai sensi e fini dell'art.-  
15 R.D. 929/1942, così come modificato dall'art. 83 D.L.-  
480/'92.-----  
E) Il presente atto verrà trascritto presso l'Ufficio Ita-  
liano Brevetti e Marchi a cura della cessionaria ai sensi-  
dell'art. 66 R.D. 29 giugno 1939 N. 1127 e il cedente si im-  
pegna a compiere quanto necessario e quanto gli compete come-  
titolare dei marchi e brevetti sopra citati per consentire-  
la procedura di trascrizione della presente cessione in Ita-  
lia ed in tutti gli altri Paesi.-----  
Tutte le spese e tasse inerenti la presente cessione di mar-  
chi e brevetti nonchè tutto quanto sia inerente e dipendente-  
alla volturazione e registrazione dei marchi e brevetti sono-  
a totale carico della società cessionaria.-----  
F) Spese e tasse del presente atto, sue inerenti e conse-  
guenti sono a totale carico della società cessionaria.-----  
Le Parti chiedono che la presente scrittura privata sia con-  
servata nella raccolta del Notaio autenticante.-----  
F.to LUCIANO SOPRANI-----  
F.to DILIO GUILLERMO ORTIGOZA PARRA-----  
N. 133074 di Rep. N. 11460 di Racc.--  
Certifico io sottoscritto Dottor GIUSEPPE GARBAGNATI Notaio-  
in Rho, iscritto presso il Collegio Notarile di Milano, vere-  
ed autografe le premesse firme di:-----

- ORTIGOZA PARRA DILIO GUILLERMO, nato a La Ensenada il 12-dicembre 1947, domiciliato in Milano, Viale Majno n. 15, me--dico;-----

che ha firmato nella sua qualità di Procuratore speciale di--SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domici--liato in Milano, Via Salvini n. 5, designer; munito degli--occorrenti poteri in forza della procura in mia autentica in--data 7 novembre 1996 N. 133073 di Rep.;-----

- SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domi--ciliato in Milano, Via Salvini n. 5, designer;-----

che ha firmato nella sua qualità di Amministratore Unico ed--in legale rappresentanza della Società "STUDIO SOPRANI--S.R.L." con sede in Milano, Via Salvini n. 5 e capitale di--Lire 190.000.000, iscritta presso il Registro delle Imprese--di Milano al numero 326788 Tribunale di Milano; munito degli--occorrenti poteri in forza dello statuto sociale.-----

Dette persone, della cui identità personale io Notaio sono--certo, fatta espressa rinuncia fra loro d'accordo e con il--mio consenso all'assistenza dei Testimoni, hanno firmato in--mia presenza.-----

Milano, Via Torquato Tasso n. 1, 7 sette novembre 1996 mil--lenovecentonovantasei.-----

F.to GIUSEPPE GARBAGNATI Notaio-----



PROCURA SPECIALE

Il sottoscritto:

- SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domiciliato in Milano, Via Salvini n. 5, designer, (Cod. Fisc. SPR LCN 46D12 H225P);

## -NOMINA E COSTITUISCE-

quale procuratore speciale:

- ORTIGOZA PARRA DILIO GUILLERMO, nato a La Ensenada il 12 dicembre 1947, domiciliato in Milano, Viale Majno n. 15; affinché agendo in nome e conto del sottoscritto, abbia accedere alla societa "STUDIO SOPRANI S.R.L." i marchi e brevetti e ogni altro diritto sui marchi e brevetti stessi connessi al nome di SOPRANI LUCIANO.

A tal fine conferisce al nominato Procuratore tutti i più ampi poteri ivi inclusi, in via esemplificativa e non esaudiva, quelli di intervenire all'atto notarile di cessione, di meglio descrivere ed individuare i marchi ed i brevetti oggetto della cessione, convenire il corrispettivo, riscuoterlo, stabilendo anche dilazioni di pagamento, darne quietanza; stabilire condizioni, clausole tra cui quelle relative ai diritti di godimento, alla cessione del know-how comprensivo dei procedimenti di fabbricazione, attrezzature, beni e di quant'altro inerente all'uso dei marchi e brevetti; autorizzare la trascrizione dei marchi acquistati sul registro nazionale dei marchi presso l'Ufficio Brevetti e Marchi, rimossa ogni eccezione per difetto di poteri e compromessa di rato e valido, con l'avvertenza che questa procura andrà ad esaurirsi in un unico contesto.

Letto, confermato e sottoscritto.

F.to LUCIANO SOPRANI

N. 133073 di Rep.

Certifico io sottoscritto Dottor GIUSEPPE GARBAGNATI Notaio in Rho, iscritto presso il Collegio Notarile di Milano, vera ed autografa la premessa firma di:

- SOPRANI LUCIANO, nato a Reggiolo il 12 aprile 1946, domiciliato in Milano, Via Salvini n. 5, designer.

Detta persona, della cui identità personale io Notaio sono certo, fatta espressa rinuncia con il mio consenso all'assistenza dei Testimoni, ha firmato in mia presenza.

Milano, Via Torquato Tasso n. 1, 7 sette novembre 1996 mil-  
lenovecentonovantasei.

F.to GIUSEPPE GARBAGNATI Notaio

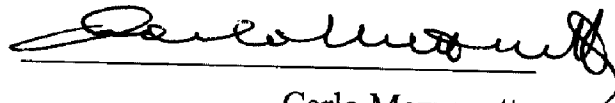
COPIA CONFORME ALL'ORIGINALE

SI RILASCIATA PER GLI USI CONSENTITI DALLA LEGGE.

RHO, 19 NOV. 1996

I, the undersigned, Carlo Mezzanotte do hereby declare that I am conversant with the Italian and English languages, and that the hereunto annexed translation is a true and complete translation of the attached document.

Milan, August 11, 2000.

A handwritten signature in black ink, appearing to read 'Carlo Mezzanotte', written over a horizontal line. The signature is cursive and includes a large flourish at the end.

Carlo Mezzanotte  
c/o JACOBACCI & PERANI  
Via Senato 8 - MILAN