



RECOR
TF

09-14-2000



Our Ref.: 2865-300

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

101456470

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

1. Name of conveying party(ies):
Studio Soprani S.r.l.

Milano
8.29.00

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: Italy
 Other: _____

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: Change of Address

Execution Date: August 3, 1999

2. Name and address of receiving party(ies):
Name: Studio Soprani S.r.l.
Internal Address: _____
Street Address: Via Morosini 30

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

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

4. Application number(s) or registration number(s): 5

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)
(1) _____
(2) _____
(3) _____

B. Trademark Registration No.(s)
(1) 1,445,168 (4) 1,180,336
(2) 1,446,070 (5) 2,239,419
(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: 5

7. Total fee (37 CFR 3.41) \$ 140.00
 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
Name of Person Signing

Frank P. Presta
Signature

August 28, 2000
Date

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

09/14/2000 BNGUYEN 00000223 1445168

01 FC:481 40.00 OP
02 FC:482 100.00 OP

MINUTES OF GENERAL MEETING

[In margin:]
revenue stamp & rubber stamp
Registered in Rho
on 5 August 1999
under No. 1954 Series 1
Public documents
Received ITL 258,000

ITALIAN REPUBLIC

In the year nineteen hundred and ninety-nine, on the third day of the month of August, at 9.15 a.m. (nine-fifteen)

3 August 1999

In Milan, at my office at via Torquato Tasso 1,

There appeared before me, Doctor GIUSEPPE GARBAGNATI, a Notary in Rho, registered with the Notarial College of Milan, in the absence of witnesses to the present document, their presence having been waived by the party appearing with my consent, there appeared:

- LUCIANO SOPRANI, born in Reggiolo on 12 April 1946, domiciled for the purposes of his position at via Salvini 5, Milan, designer.

Party of whose personal identity I, the Notary, am certain, and who asked me to draw up the present minutes in his capacity as Chairman of the Board of Management of the Company:

“STUDIO SOPRANI S.R.L.”

with registered office at via Salvini 5, Milan and capital of 190,000,000 Lire, entered in the Register of Companies of Milan under number MI146-326788, Tax Code 10642900152,
to that end .

he stated by way of preamble

that the general meeting of the abovementioned Company had been convened for that day in order to discuss and resolve upon the following

AGENDA

- 1) Transfer of the registered office and consequent amendment to the Articles of Association.
- 2) Related and resulting resolutions.

Having stated the above by way of preamble

LUCIANO SOPRANI requested that I record the details of the general meeting and of the resolutions consequently passed in the present public document.

I, the Notary, in compliance with the request hereby state that the meeting proceeded as follows:

the meeting was chaired by LUCIANO SOPRANI in his capacity as indicated above who, with the agreement of the General Meeting, called upon me, the Notary, to record the present minutes.

After which the Chairman stated and noted the following:

- that he himself was present in his capacity as Chairman of the Board of Management;
- that, in addition to himself appearing in his indicated capacity, all the other Members of the Board of Management were present, namely: Parra Dilio Guillermo ORTIGOZA and Giovanni RESTELLI;
- that all the shares making up the entire share capital of 190,000,000 Lire were duly represented;
- that a list of participants, specifying any proxies, was recorded on a separate sheet which, once signed by the Chairman, would be kept in the Company records and would be transcribed together with the present minutes in the Book of General Meetings;
- that the present meeting was therefore properly constituted in its entirety.

The Chairman then went on to discuss the items on the agenda and to set forth the reasons why it was felt necessary to transfer the registered office from via Salvini 5 in Milan to via Morosini 30, Milan.

The Chairman concluded by submitting for the approval of the General Meeting the following

RESOLUTION

The General Meeting

- having heard and approved the Chairman's recommendations,

RESOLVED

A) To transfer the registered office of the company from via Salvini 5, Milan to via Morosini 30, Milan.

B) To amend Art. 1 of the Articles of Association accordingly as follows:

"Art. 1 - A limited liability company is hereby established under the name:

"STUDIO SOPRANI S.R.L."

The company has its registered office at via Morosini 30, Milan.

The company may set up secondary offices, branch offices, head offices, offices, agencies and representative offices elsewhere and close them."

C) To authorize all relevant offices to enter the new registered office on all documents wherever these may exist in the name of the Company at public or private offices and to do this on simple presentation of the present resolution, without the need for additional identifying documents.

D) At all events to give the Administrative Board, and via the latter each of its members, the authority so that each of them, severally, may make arrangements to make the transfer of the company's registered office as resolved upon above known to any person and to any public or private office.

E) To give the Chairman of today's general meeting the authority to accept and make any amendments, deletions or additions to the resolutions as passed above that may be required by the relevant Authorities for the purposes of registration and publication in accordance with the law.

The Chairman then opened up the discussion but, since no one else wished to speak, the wording of the resolution as set out above was put to the vote and, after counting and recounting the votes, was passed unanimously and was thus approved by the majority stipulated in the Articles of Association.

The Party Appearing formally stated for the purposes of publication pursuant to Art. 2436 of the Civil Code that, following the resolutions as passed above, the company's Articles of Association - the rest of which remain unchanged - shall be

those set out in Appendix A which, signed by the Party Appearing and by me the Notary, is appended to the present document. After which, since there were no other items on the agenda, the meeting was declared closed at 9.30 (nine-thirty) a.m. I read this document out to the Party Appearing who, by way of approval and confirmation thereof, signed it together with me the Notary, a reading of the appendix having been omitted on the express wishes of said Party and with my consent. This document consists of two sheets typewritten and partly handwritten by a person in my trust and by me the Notary over four full pages and part of the fifth page to this point.

Signed: LUCIANO SOPRANI

Signed: GIUSEPPE GARBAGNATI, Notary

APPENDIX A TO ROLL NO. 143883

FILE NO. 15004

ARTICLES OF ASSOCIATION

Art. 1 - A limited liability company is hereby established under the name:

“STUDIO SOPRANI S.R.L.”

The company has its registered office at via Morosini 30, Milan.

The company may set up secondary offices, branch offices, head offices, offices, agencies and representative offices elsewhere and close them.

Art. 2 - The company's object shall be to carry out the following activities:

- the design, production and sale, both on its own behalf and that of third parties, in Italy and abroad, of articles of clothing and fashion items in general, including all accessories, fabrics, perfumery and cosmetic items, leather and fur goods, handbags, suitcases and footwear, jewellery, furniture and other furnishings or homewares, sports and leisure goods, smokers' requisites and any other items similar to those indicated above;

- design and styling services in connection with fabrics, clothing, footwear, jewellery, furniture and other goods for the person or for the home;

- design, promotional, marketing and brokerage activities in connection with the above products;

- style consultancy activities, both in Italy and abroad; the adoption, concession and exploitation of its own trade marks or those under licence;

- any other creative, productive and commercial activity howsoever connected and deemed useful and expedient in achieving the company object.

The said activities will be carried out by the company with the exception of those activities the practice of which requires entry in a professional Register in accordance with Law No. 1815 of 23 November 1939.

In order to achieve its company object the company may carry out, both in Italy and abroad, commercial and industrial operations and operations relating to movable and immovable property; it may also carry out financial operations, although not with respect to the public, and may acquire shares or interests in other companies, whether already established or in the course of being established, and grant guarantees, sureties and any other collateral security, including in favour of third parties.

Art. 3 - The duration of the company is established until 31 December 2050.

Art. 4 - The share capital is 190,000,000 (one hundred and ninety million) Lire and is divided into shares in accordance with the law.

Art. 5 - The legal domicile of the shareholders shall, for all dealings with the company, be that listed in the book of shareholders.

Art. 6

6.1 - Each shareholder shall be free to transfer his own shares to relatives up to those of the third degree.

6.2 - Without prejudice to the provisions of the preceding sub-section, shareholders shall hold pre-emptive rights over the shares owned by the other shareholders. Consequently, the assignment of company shares shall be invalid unless the shareholder wishing to sell them has first notified all the other shareholders of his intention, stating the price at which the assignment is to be made and the number of shares being sold.

This notification should be sent by means of recorded delivery letter sent to the addresses of all the other shareholders, as listed in the book of shareholders.

Within fifteen days of receipt of the notification the other shareholders may inform the assignor - by recorded delivery letter sent to his address - of their decision to buy the shares being sold, specifying the number of shares they intend to buy.

If the number of shares requested overall by the shareholders wishing to exercise their pre-emptive rights is greater than the number of shares offered for sale, each of the shareholders requesting shares shall be allocated a number thereof in proportion to his share in the company's capital.

If, however, the number of shares requested overall by the shareholders wishing to exercise their pre-emptive rights is less than the number of shares offered for sale, the pre-emptive option shall be deemed unsuccessful and the assignor will be free to go ahead with the assignment as long as the latter takes place at the price quoted to the other shareholders and within the subsequent six months.

Similarly, if the other shareholders fail to exercise their pre-emptive rights within the specified term, the assignor shall be free to proceed with the assignment as long as the latter takes place at the price quoted to the other shareholders and within the subsequent six months.

6.3 - Shareholders shall preserve their pre-emptive rights even in cases of transfer of shares *inter vivos* in whatever form, including cases in which no consideration is paid, including - solely by way of example - exchanges, gifts, contributions to companies or organizations already established or in the course of being established, mergers, splits, transfers of a business concern, "*cessio bonorum*", forward contracts, contango contracts, sales resulting from enforcement of judgments and transfer of title resulting from foreclosure, and in general any other act or transaction which involves the transfer of ownership (including bare ownership) of the shares. In these cases, too, the shareholder who intends to transfer the shares must first offer them on a pre-emption basis, in accordance with the provisions of paragraph 6.2 and paragraph 6.4 below.

6.4 - In the event of transfer of shares *inter vivos* where no consideration is paid or where payment is made in kind, the price shall be determined in accordance with Art. 1349 C.C. by an arbitrator appointed by mutual agreement between the shareholder wishing to transfer shares and the shareholder or shareholders wishing to exercise their pre-emptive rights; or, if no agreement is reached within 10 days of receipt of the notification of the decision to exercise pre-emptive rights by the

shareholder offering the shares, by the Chairman of the Association of Professional Accountants of Busto Arsizio at the request of the interested party.

The arbitrator shall establish a fair price on the basis of parameters which take into consideration the financial position, profits and goodwill of the company as at the date of his appointment.

The decision of the arbitrator shall be binding on the shareholder (or shareholders) who has (have) exercised pre-emptive rights, but not on the shareholder offering the shares, in so far as the latter may withdraw the offer by means of recorded delivery letter with acknowledgement of receipt which must be sent, within fifteen days of receipt of notification of the arbitrator's decision, to those shareholders who have exercised their pre-emptive rights. If the offer is indeed withdrawn, the shareholder offering the shares will be unable to transfer the shares offered in any form within the subsequent six months. On expiry of this term the shares shall once again be subject to the pre-emption clause.

Arbitration expenses shall be borne by the shareholder or shareholders who have instigated the present proceedings, shared equally between them, unless the shareholder offering the shares withdraws his offer, in which case said expenses shall be borne exclusively by the latter.

If the pre-emption option is successful, the authenticated private deed stipulated in Art. 2479 C.C. must be drawn up and the price set by the Arbitrator must be paid by mutual agreement as soon as possible and at all events no later than 60 days from notification of the price established.

6.5 - The shareholders may pledge the company's shares or grant a usufruct therein, or allow them to be attached by agreement, but must themselves retain the voting rights.

6.6 - The preceding paragraphs shall also apply to pre-emptive options resulting from increases in capital.

6.7 - Any transfers which conflict with the provisions stipulated in the present clause shall be deemed null and void as far as the company and the other shareholders are concerned.

Art. 7 - The company may accept contributions from its shareholders for its capital account, on an unsecured basis and with no repayment obligation, or may conclude financing agreements with its shareholders which involve repayment obligations but need not involve the payment of interest. The company may, moreover, raise funds from its shareholders in other forms, but always involving an obligation for repayment. All such operations must comply with current legislation governing the collection of funds from shareholders.

Art. 8 - Ordinary and extraordinary general meetings shall be convened by the Administrative Board by means of recorded delivery letter which must be sent at least fifteen days prior to the meeting to each shareholder at the address shown in the book of shareholders. The letter must indicate the day, time and place of the meeting and the agenda of items to be discussed.

The general meeting shall be validly constituted even in the absence of a formal convocation as long as the entire share capital is represented and all members of the board and permanent members of the supervisory board (if appointed) are present.

Art. 9 - Resolutions passed by the ordinary and extraordinary general meetings shall be deemed valid if a number of shareholders representing 70% of the share capital vote in favour, with the exception of those resolutions referred to in Art. 13) below.

Art. 10 - In accordance with Art. 2364 No. 4 C.C. the following matters shall be the reserve of ordinary general meetings:

- a) purchase, assignment or transfer of the company enterprise;
- b) taking out of loans and/or financing agreements for sums greater than 400,000,000 Lire;
- c) granting of personal guarantees in favour of third parties;
- d) purchase of shareholdings;
- e) transactions relating to immovable property.

Resolutions concerning the above matters can be passed by the ordinary general meeting as long as 70% of the share capital vote in favour.

Art. 11 - General meetings may be convened at the company's registered office or at another location in Italy, to be specified in the notice of convocation.

General meetings must be convened at least once a year, within four months of the end of the financial year; if particular circumstances so require, the annual ordinary general meeting may, subject to such circumstances being verified by the Administrative Board, be convened within six months of the end of the company's financial year.

The general meeting shall be chaired by the Chairman of the Board of Management or by the Sole Director.

In his absence or impediment the general meeting shall elect its own Chairman. The Chairman of the general meeting shall be assisted by a secretary appointed by the meeting and who need not be a shareholder, but the minutes of the meeting must be drawn up by a Notary.

Art. 12 - Any shareholder entitled to attend the general meeting may be represented there by means of written proxy, including by a non-shareholder, as long as the provisions referred to in Art. 2372 C.C. are complied with.

Art. 13 - The company may be managed by a Board of Management made up of three directors or by a Sole Director, all of whom may be non-shareholders, in accordance with resolutions passed by the ordinary general meeting in the following manner:

- a) the option to elect a Sole Director as the Administrative Body and his appointment are subject to 70% of the share capital voting in favour;
- b) a Board of Management shall automatically be elected as the Administrative Body if the quorum required to pass resolutions as detailed above is not reached or if there is a vote for a Board of Management which is passed with a majority of 51% of the share capital; at all events, the members of the Board of Management shall be chosen by means of the list-voting system in the manner specified in the subsequent paragraph.

Appointment of the directors shall, unless unanimous resolutions are passed by the meeting, be based on lists submitted by the shareholders in which the candidates will be listed consecutively from one to three. The votes obtained by each list will then be divided successively by 1, 2 and 3. The quotients thus obtained will be allocated progressively to the candidates on each list, in the order given on said list, and then placed in single decreasing order. Those candidates having obtained the three highest quotients will be elected. In the event of parity of quotients for the last director to be elected, the successful candidate will be the one on the list who has obtained the highest number of votes and, if there is a parity of votes, the oldest candidate will be elected. The lists must be lodged at the company's registered office at least one day prior to the general meeting.

Directors shall remain in office for three financial years and may be re-elected.

Art. 14 - If even a single director should leave during the course of a financial year, for whatever reason, including in the event of his being removed from his position, the entire Board of Management shall automatically be deemed to have lapsed with immediate effect. The Supervisory Board, where one has been established, shall convene an ordinary general meeting as a matter of urgency in order to appoint a new Board of Management and, in the meantime, may carry out all management activities of an ordinary nature. If no Supervisory Board exists, it shall be the task of the Chairman of the Board of Management or, in the event of his impediment, the other director, to convene an urgent ordinary general meeting in order to appoint the new Board.

Unless the general meeting has already made provisions to do so, the Board of Management shall elect its own Chairman. It may also elect a secretary, who may also be chosen from outside its members.

Art. 15 - The Board of Management or the Sole Director shall be vested with the broadest powers of ordinary management of the company, including ordinary banking operations and the purchase and sale of movable property, including registered movables, unless established otherwise by the general meeting at the time of the appointment.

All activities of extraordinary management require the prior authorization of the ordinary general meeting.

Art. 16 - The Board of Management shall convene at the company's registered office or elsewhere in Italy, on the initiative of the Chairman or at the request of a director, the notice of convocation containing the agenda to be sent first by fax and confirmed by recorded delivery letter sent at least five days prior to the date of the meeting to the domicile of each director or, in urgent cases, by means of fax or telegram, sent at least two days prior to the date set for the meeting, to each Director.

The Chairman is duty bound to convene the Board whenever a Director submits a written request asking him to do so. If he has not done so within three days of receipt of such a request, the Board may be convened by any of the Directors.

The Board may, however, pass valid resolutions even in the absence of a formal convocation, as long as all its members and the permanent members of the Supervisory Board, where appointed, are present.

In order for the resolutions of the Board to be valid, the presence of a majority of the directors in office is required.

Resolutions are passed by absolute majority.

Art. 17 - The Board may appoint one or more Managing Directors, investing them solely with the powers of ordinary management.

The Board of Management or the Sole Director may also appoint authorized officers to carry out individual activities or categories of activities.

Art. 18 - Legal representation of the Company before third parties and before the courts shall fall to the Sole Director or to the Chairman of the Board and/or to the Managing Director, within the limits of the powers delegated.

Art. 19 - The Supervisory Board, where one has been set up, shall be made up of three permanent members and two alternate members who will have a term of office of three financial years and who may be re-elected. A Supervisory Board must be appointed in all cases specified in Art. 2488 of the Civil Code.

The remuneration owing to the members of the Supervisory Board shall be established on the basis of professional charges.

Appointment of the permanent and alternate members of the Supervisory Board shall be based on lists submitted by the shareholders in which the candidates will be listed consecutively. The votes obtained by each list will then be divided successively by one, two, three, four and five. The quotients thus obtained will be allocated progressively to the candidates on each list, in the order given on said list, and then placed in single decreasing order. Those candidates having obtained the three highest quotients will be elected as permanent members, while those candidates having obtained the fourth and fifth highest quotients will be elected as alternate members. In the event of parity of quotients for the last member to be elected, the successful candidate will be the one who has obtained the highest number of votes; if there is a parity of votes, the oldest candidate will be elected. The lists must be lodged at the company's registered office at least ten days prior to the general meeting.

Art. 20 - Financial years will close on 31 December of each year. At the end of each financial year the Administrative Body will see to drawing up the company's balance sheet in accordance with the law.

Art. 21 - The general meeting which approves the balance sheet shall also resolve upon the distribution to the shareholders of the profits shown on the annual balance sheet.

The net profits for the year, minus a deduction of 5% to be paid into the legal reserve until such time as the latter has reached one fifth of the share capital, shall be distributed to the shareholders in a proportion of 40%, the remainder to be allocated to the extraordinary reserve, unless a resolution to the contrary is passed by the ordinary general meeting with 70% of the share capital voting in favour of such a resolution.

Art. 22 - In the event of winding up, the general meeting shall establish the manner in which the company is to be wound up and shall appoint one or more liquidators, establishing their powers.

In the event of a winding up or of the consequent realization of company assets, the shareholders shall have pre-emptive rights, on the same terms, to purchase the said assets.

Art. 23 - All matters not provided for herein shall be subject to the provisions of the law.

Signed: LUCIANO SOPRANI

Signed: GIUSEPPE GARBAGNATI, Notary

TRUE COPY OF ORIGINAL

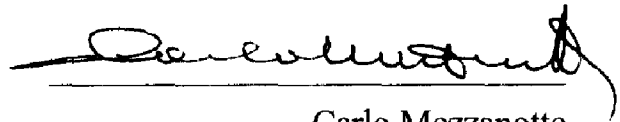
ISSUED FOR THE USES PERMITTED BY LAW

RHO, 6 JULY 2000

[signature]
[Notary's stamp]

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', is written over a horizontal line. The signature is fluid and cursive.

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