

09-21-2000



101464269

PTO FORM 101  
REV. 11/98

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

*MRD 8/21/00*

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties

Execution Date  
Month Day Year

Name

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)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

**FOR OFFICE USE ONLY**

09/21/2000 17ALLAH2 00000108 1477810  
40.00 OP  
25.00 OP  
15.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,477,810"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,116,624"/>	<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.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Frank J. Bonini, Jr.

8/16/00

Name of Person Signing

Signature

Date Signed

**AGREEMENT OF TRADEMARKS, TRADE NAMES AND SERVICE MARKS**

This Agreement is made as of this ~~25~~<sup>26</sup> day of July, 2000 by and between Double N, Inc., a Delaware corporation, with its principal executive office at 8080 North Central Expressway, Suite 1100, Dallas, Texas 75206 ("Assignor") and Cyber Champion International Limited, P. O. Box 71, Craignoir Chambers Road Town, Tortola, British Virgin Islands ("Assignee").

WHEREAS, Assignor desires to transfer all of its right, title and interest in the following marks (the "Marks"):

<u>MARKS</u>	<u>REGISTRATION NUMBER</u>
Carlos Falchi	1,116,624 registered on 4/17/79
Carlos Falchi	1,477,810 registered on 2/23/88
Carlos	Not Registered
Falchi	Not Registered
Carlos Antonio Falchi Pereira	Not Registered
CF	Not Registered
The Buffalo	Not Registered
Falchi Sport	Not Registered
Donatello by Falchi	Not Registered
"Menagerie" logos and all other logos and designs as shown on Exhibit A Attached hereto	Not Registered

WHEREAS, the mark "Carlos Falchi" which is the subject of U.S. Registration No. 1,116,624 registered on April 7, 1979 is valid and subsisting on the Principal Register of the United States Patent and Trademark Office.

WHEREAS, the mark "Carlos Falchi" which is the subject of U.S. Registration No. 1,477,810 registered on February 23, 1988 is valid and subsisting on the Principal Register of the United States Patent and Trademark Office.

WHEREAS, Assignee is desirous of acquiring the Marks and all registrations and pending applications for registration thereof.

NOW, THEREFORE, for good and valuable consideration, including the payment of the purchase price of \$400,000 (cash), the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and registrations for the Marks, in the United States and throughout the world, together with the associated trade names, the goodwill of the business symbolized by the Marks, the registration thereof, all other pending and issued applications therefor and registrations thereof, and the right to recovery for infringement, including past infringements, thereof.
2. Assignor assigns to Assignee all rights of Assignor which Assignor has obtained by and through the "Assignment of Trademarks and Service Marks" agreement dated May 11, 1993 ("Assignment Agreement"), and exhibits thereto of which are herein incorporated by reference and made a part of this Agreement as if the same were set forth in the text of this Agreement.
3. Assignor agrees to execute and deliver such documents as Assignee may reasonably request as may be reasonably necessary (at Assignee's expense) or

desirable from time to time and further to carry out the purposes of this Agreement. All of the foregoing shall be done at Assignee's sole cost and expense, including without limitation any expenses of counsel employed by Assignor to review such documents.

4. Assignor warrants and represents that it has the authority to transfer the registered trademarks conveyed by this Agreement.
5. Assignor hereby assigns to Assignee all of its right, title and interest in the domain names listed on Exhibit B hereto.
6. Nothing herein shall limit Assignor's right to liquidate inventory bearing any of the Marks.
7. Except as expressly set forth herein, this Assignment is made **"AS IS, WHERE IS," WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED**, any such warranty being expressly disclaimed by Assignor and waived by Assignee.
8. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.
9. This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings relating to such subject matter. The provisions of this Agreement may be amended, waived or discharged only by an instrument in

writing signed by the party against whom enforcement of such amendment, waiver or discharge is sought. A waiver at any time of the terms of the conditions of this Agreement shall not be considered a modification, cancellation or waiver of such terms and conditions, or of any proceeding or succeeding breach thereof, unless expressly so stated.

IN WITNESS WHEREOF, the parties cause their respective officers on behalf of their corporations to execute this Agreement as of the first day and year above written.

ASSIGNOR

ASSIGNEE

DOUBLE N, INC.

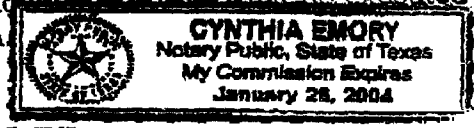
CYBER CHAMPION INTERNATIONAL, LTD.

By: [Signature]  
Name: David J. Hernandez  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS)  
)  
COUNTY OF DALLAS)

On this 19 day of July, 2000, before me personally came the above-named David J. Hernandez of DOUBLE N, INC., to me personally known as the individual who executed the foregoing Assignment of Trademarks, Trade Names and Service Marks, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



[Signature]  
Notary Public

(SEAL)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2000 before me personally came the above-named \_\_\_\_\_ of \_\_\_\_\_ to me personally known as the individual who executed the foregoing Assignment of Trademarks, Trade Names and Service Marks, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_

**EXHIBIT B**

carlosfalchi.com

carlosfalchi.net

carlosfalchi.org

carlos-falchi.net

carlos-falchi.com

cfaichi.net

cfaichi.org

falchi.org

fanchi.net

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