

12-22-2000

FORM PTO-1594

(Rev. 6-93)



NET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commiss

101558784

the attached original documents or copy thereof:

1. Name of conveying party(ies):

J. Bloch Pty. Ltd.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Australia
- Other



12-5-00

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Pointe Noir Pty. Ltd.

Internal Address: n/a

Street Address: 5/6 McLachlan Avenue
Artarmon N.S.W. 2064
Australia

3. Nature of conveyance:

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Australia
- Other

Execution Date: December 4, 2000

Domestic Representative Designation Required? Yes No
Additional name(s) and address(es) attached? Yes No

4. Application/Registration number(s) or patent number(s):

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

A. Trademark Application No.(s)

B. Trademark Registration No(s):

1,898,161; 1,982,143; 2,055,231; and 1,490,257

Additional numbers attached? Yes No

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

Name: **Andrew D. Price**
Venable, Baetjer, Howard & Civiletti, LLP
1201 New York Avenue, N.W., Suite 1000
Washington, DC 20005-3917
Telephone: 202-962-4800
Facsimile: 202-962-8300

6. Total number of applications/registrations involved: **4**

7. Total Fee (37 CFR 3.41) **\$115.00 (i.e., \$40 + \$75)**
 Enclosed
 Authorized to be charged to deposit account, including deficiencies

8. Deposit Account number: **22-0261**

(Attach duplicate copy of this page if paying by deposit account) **Attached**

DO NOT USE THIS SPACE

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.

Andrew D. Price
Name of person signing

ALPA
Signature

December 5, 2000
Date

Total number of pages including cover sheet, attachments, and document: 22 (see * below)

Attorney Docket No.: **37287-164753 (gen.)** DC2DOC81/253961(01)

***Including duplicate copy of this page, assignment documents, and POA w/ Designation Domestic Rep.**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Trademark Registration)	
)	
Mark: BLOCH)	
)	
Registration No.: 1,898,161)	Examining Attorney:
)	n/a
Registrant: J. Bloch Pty. Ltd.)	
Assignee: Pointe Noir Pty. Ltd.)	
)	Law Office: n/a
Registration Date: June 6, 1995)	
)	
International Class: 25)	

POWER OF ATTORNEY
& DESIGNATION OF DOMESTIC REPRESENTATIVE

BOX POST REG NO FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

VENABLE, BAETJER, HOWARD & CIVILETTI, L.L.P., whose postal address is 1201 New York Avenue, N.W., Suite 1000, Washington, D.C. 20005-3917, is hereby designated as Assignee's domestic representative upon whom notices or process in proceedings affecting the registered mark may be served.

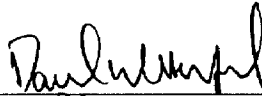
Assignee hereby appoints Andrew D. Price, Barbara L. Waite, Mark B. Harrison, Janet F. Satterthwaite, Marcia A. Auberger, John W. McGlynn, Jacqueline Levasseur and Tonya D. Horton, all members of the bar of the District of Columbia or of their respective states, and the law firm of Venable, Baetjer, Howard & Civiletti, LLP, and all having the address 1201 New York Avenue, NW, Suite 1000, Washington DC, 20005-3917, as

Assignee's attorneys with full powers of association, substitution and revocation, to transact all business in the U.S. Patent and Trademark Office associated with the present registration, and to maintain and renew the registration. All Powers previously granted are hereby revoked. Please address all correspondence as follows:

Andrew D. Price
Venable, Baetjer, Howard & Civiletti, LLP
1201 New York Avenue, N.W., Suite 1000
Washington DC 20005-3917

Respectfully signed this 3rd day of November 2000.

POINTE NOIR PTY. LTD.

By: 
Name: David Wilkenfeld
Title (officer): Managing Director

DC2DOCS1/246957 (05)

TRADEMARK
REEL: 002197 FRAME: 0941

**ASSIGNMENT OF TRADEMARKS
AND REGISTRATIONS**
NUNC PRO TUNC

WHEREAS, J. Bloch Pty. Ltd. (hereinafter "JB"), an Australian corporation, formerly located at 13 Tilford Street, Zetland N.S.W. 2017, Australia, now located at Unit 1, Century Estate, 476-492 Gardeners Road, Alexandria NSW 2015, Australia has adopted and used in commerce in or with the United States the trademarks set forth in Exhibit A attached hereto (hereinafter "the Marks"), and owns registrations in the U.S. Patent and Trademark Office for the Marks, as identified in Exhibit A attached hereto (hereinafter "the Registrations"), for use of the Marks on or in connection with the goods set forth in Exhibit A attached hereto (hereinafter "the Goods");

WHEREAS, Pointe Noir Pty. Ltd. (hereinafter "PN"), an Australian corporation, located at 5/6 McLachlan Avenue, Artarmon N.S.W. 2064, Australia, is desirous of acquiring the Marks in the United States, the Registrations and the goodwill of the business symbolized by the Marks in the United States (hereinafter "the Goodwill"); and

WHEREAS, JB and PN executed a Deed of Assignment, dated May 17, 1999, in which JB assigned to PN all of JB's trademark rights in the United States;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, JB does hereby assign unto PN, effective May 17, 1999, all of JB's right, title and interest in and to the Marks in the United States, together with the Goodwill, the Registrations and the right to sue for past and future infringements.

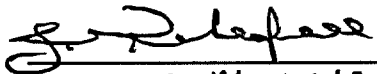
J. BLOCH PTY. LTD.

Signature:

Name:

Title:

Dated:


SIMON WILKENFELD
DIRECTOR
4/12/, 2000

(December 4, 2000)

DC2DOCS1/252277

Exhibit A

The Marks

BLOCH

BLOCH FOR DANCERS

B (Stylized)

BLOCH'S

The Registrations

BLOCH: Reg. No. 1,898,161, filing date March 26, 1993.

BLOCH FOR DANCERS: Reg. no. 1,982,143, filing date January 26, 1995.

B (Stylized): Reg. No. 2,055,231, filing date May 31, 1996.

BLOCH'S: Reg. No. 1,490,257, filing date July 20, 1987.

The Goods

BLOCH: "clothing and footwear; namely, leotards, tights, tutus, unitards, leg warmers, leggings, dance pants, dance shorts, dance footwear, ballet shoes, toe shoes, tap shoes, athletic footwear, gym suits, sweat pants, sweat shirts, T-shirts, undergarments, skirts, and sweaters," in International Class 25.

BLOCH FOR DANCERS: "clothing, namely leotards, tights, unitards, leg warmers, leggings, dance pants, dance shorts, track suit, sweat pants, and T-shirts; and footwear, namely dancing shoes, ballet shoes, toe shoes, and tap shoes," in International Class 25.

B (Stylized): "clothing and footwear, namely, tights, tutus, unitards, leg warmers, leggings, dance pants, dance shorts, dance footwear, ballet shoes, toe shoes, tap shoes, athletic footwear, gym suits, sweat pants, sweat shirts, T-shirts, undergarments, skirts, and sweaters," in International Class 25.

BLOCH'S: "shoes, including ballet shoes," in International Class 25.

DC2DOCS1/252277



LAWYERS

DEED OF ASSIGNMENT

J BLOCH PTY LIMITED

**BLOCH INTERNATIONAL
MANAGEMENT PTY LIMITED**

POINTE NOIR PTY LIMITED

50 Carrington Street Sydney NSW 2000 Australia

email@gtlaw.com.au <http://www.gtlaw.com.au> Telephone +61 2 9367 3000 Facsimile +61 2 9367 3111

TRADEMARK
REEL: 002197 FRAME: 0944

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DATE 17 May 1999

PARTIES

1. **J BLOCH PTY LIMITED ACN 000 289 618** of Level 4, 90 Mount Street, North Sydney, New South Wales, 2060 (**Assignor**)
2. **BLOCH INTERNATIONAL MANAGEMENT PTY LIMITED ACN 082 497 005** of Level 4, 50 Carrington Street, Sydney, New South Wales, 2000 (**Bloch International**) for and on behalf of Cavamend Pty Limited ACN 082 426 962 and Pointe Noir Pty Limited ACN 087 576 029 and trading as the BI Partnership.
3. **POINTE NOIR PTY LIMITED ACN 087 576 029** of Suite 8, 50 Great Northern Road, Five Dock, New South Wales, 2046 (**Pointe Noir**)

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Deed, the following terms shall have the corresponding meanings:

Australian Territory means Australia, New Zealand and their respective territories and protectorates.

Heads of Agreement means the agreement between Simon Wilkenfeld and David Wilkenfeld dated 23 November 1998.

Intellectual Property means the Trade Marks and the Residual Intellectual Property collectively.

International Assignment Fee means the fee of A\$100,000 to be paid by Bloch International for the assignment referred to in clause 2.1.

International Territory means the world excluding the Australian Territory and the US Territory.

Residual Intellectual Property means all present and future copyright, patents and designs and similar industrial, commercial and intellectual property used in the Business including trade secrets and knowhow, but excluding the Special Intellectual Property and the Trade Marks.

Trade Marks means the trade marks (both registered and unregistered), service marks and business names used in the Business.

US Assignment Fee means the fee of A\$900,000 to be paid by Pointe Noir for the assignment referred to in clause 3.1.

US Territory means the United States of America and its territories and protectorates.

1.2 Any term defined in the Heads of Agreement which is not separately defined in this Deed will, unless the context otherwise requires, have the same meaning in this Deed.

1.3 In this Deed unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (c) the singular includes the plural and vice versa; and
- (d) a reference to a statute, ordinance, or by-law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them.

2. ASSIGNMENT TO BLOCH INTERNATIONAL

2.1 In consideration of the payment by Bloch International of the International Assignment Fee, the Assignor hereby assigns to Bloch International for the International Territory all of its right, title and interest (including copyright and all similar rights) in and to the Trade Marks including all vested, contingent or future rights now or hereafter known and any and all renewals and extensions thereof.

2.2 In consideration of the payment by Bloch International of the \$10, the Assignor hereby assigns to Bloch International for the International Territory all of its right, title and interest (including copyright and all similar rights) in and to the Residual Intellectual Property including all vested, contingent or future rights now or hereafter known and any and all renewals and extensions thereof.

2.3 For the avoidance of doubt, upon the execution of this Deed, the Assignor will not retain any residual rights in the Intellectual Property of any kind whatsoever for the International Territory and Bloch International will be free to develop, adapt, modify and exploit the Intellectual Property in the International Territory in any manner as it considers fit in its absolute discretion.

2.4 Bloch International will pay the International Assignment Fee to the Assignor in equal yearly instalments over an 8 year period (or such other period as agreed, but no less than a 7 year period) commencing on 1 July 1999, the first payment due no later than 30 June 2000. Notwithstanding the foregoing, the International Assignment Fee or any instalments thereof, will only be payable whilst:

- (a) the Assignor remains solvent; and
- (b) at least one of Gerhard Wilkenfeld and Betty Wilkenfeld is a shareholder of the Assignor.

2.5 The parties agree to do all things and execute all documents that may be necessary to give effect to clause 2.1 and the assignment contemplated under that clause.

2.6 The Assignor warrants to Bloch International:

- (a) that it is, as at the date of this deed, the owner of the Intellectual Property and is entitled to give the assignment referred to in clauses 2.1 and 2.2; and
- (b) that the Intellectual Property is assigned free of charge, mortgage, lien or other encumbrance.

3. ASSIGNMENT TO POINTE NOIR

3.1 In consideration of the payment by Pointe Noir of the US Assignment Fee, the Assignor hereby assigns to Pointe Noir for the US Territory all of its right, title and interest (including copyright and all similar rights) in and to the Trade Marks including all vested, contingent or future rights now or hereafter known and any and all renewals and extensions thereof.

3.2 In consideration of the payment by Pointe Noir of the \$10, the Assignor hereby assigns to Pointe Noir for the US Territory all of its entire unencumbered right, title and interest (including copyright and all similar rights) in and to the Residual

Intellectual Property including all vested, contingent or future rights now or hereafter known and any and all renewals and extensions thereof.

- 3.3** For the avoidance of doubt, upon the execution of this Deed, the Assignor will not retain any residual rights in the Intellectual Property of any kind whatsoever for the US Territory and Pointe Noir will be free to develop, adapt, modify and exploit the Intellectual Property in the US Territory in any manner as it considers fit in its absolute discretion.
- 3.4** Pointe Noir will pay the US Assignment Fee to the Assignor in equal yearly instalments over an 8 year period (or such other period as agreed, but no less than a 7 year period) commencing 1 July 1999, the first payment due no later than 30 June 2000. Notwithstanding the foregoing, the US Assignment Fee or any instalments thereof, will only be payable whilst:
- (a) the Assignor remains solvent; and
 - (b) at least one of Gerhard Wilkenfeld and Betty Wilkenfeld is a shareholder of the Assignor.
- 3.5** In the event that any capital gains tax is properly payable and paid by the Assignor in respect of the receipt by it of any instalment of the US Assignment Fee, Pointe Noir will pay to the Assignor an amount equal to that tax liability up to a maximum of A\$63,450 per yearly instalment (on the basis of payments over 8 years and increased proportionally in the event that the payment period is reduced) or A\$506,000 in respect of the total US Assignment Fee.
- 3.6** The parties agree to do all things and execute all documents that may be necessary to give effect to clause 3.1 and the assignment contemplated under that clause.
- 3.7** The Assignor warrants to Pointe Noir:
- (a) that it is, as at the date of this deed, the owner of the Intellectual Property and is entitled to give the assignment referred to in clauses 3.1 and 3.2; and
 - (b) that the Intellectual Property is assigned free of charge, mortgage, lien or other encumbrance.

4. RESERVED MANUFACTURING RIGHTS

4.1 Notwithstanding the provisions of clauses 2 and 3:

- (a) the Assignor will be entitled to license the manufacture anywhere in the world of Dance Products, but only for the purposes of sale in the Australian Territory or in any of Simon Wilkenfeld's Exclusive ROW Territories under the Heads of Agreement; and
- (b) Pointe Noir will be entitled to license the manufacture anywhere in the world of Dance Products, but only for the purposes of sale in the US Territory or in any of David Wilkenfeld's Exclusive ROW Territories under the Heads of Agreement.

(collectively **Manufacturing Rights**).

4.2 Bloch International agrees that the assignment granted to it under this Deed is subject to the Manufacturing Rights, that the exercise by either the Assignor or Pointe Noir of the Manufacturing Rights will not constitute an infringement of Bloch International's rights in the Intellectual Property and that it will not seek to injunct or otherwise restrain any exercise by the Assignor or Pointe Noir of those rights.

5. MISCELLANEOUS

5.1 This deed is not effective until executed by all parties.

5.2 Any notice or other communication to or by a party to this deed must be in writing addressed to the other party at the address set out in the headings of this deed or another address as may be notified to that other party from time to time and is deemed to be received by or served on the recipient:

- (a) if by delivery in person, when delivered to the recipient;
- (b) if by post, five days from and including the date of postage; or
- (c) if by facsimile transmission, when despatched to the recipient;

but if the delivery or receipt is after 4.00 pm (recipients' time) it is deemed to have been received on the next business day. A notice sent by facsimile transmission is

deemed not to have been received unless it is both legible and complete, but it is deemed to be legible and complete unless the recipient requests a re-transmission of the facsimile prior to 4.00 pm on the next business day following the day of the original transmission.

5.3 This deed is made in of New South Wales and is to be construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of that State.

5.4 Subject to clause 5.5, this deed represents the entire agreement between the parties and any variation to it is not effective unless in writing and signed on behalf of all parties.

5.5 In the event of any inconsistency between the terms of this deed and the Heads of Agreement, the terms of the Heads of Agreement will prevail to the extent of the inconsistency.

5.6 The failure of a party at any time to:

(a) enforce or insist on the strict observance of any provision or of any right regarding, or the remedying of a breach or non-performance of this deed;
or

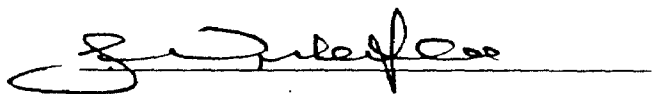
(b) exercise any election or discretion under this deed,

does not operate as a waiver of the rights of the party under this deed.


5.7 If any provision of this deed is held to be invalid, unenforceable or illegal for any reason, the provision is to be severed from this deed and this deed otherwise remains in full force and effect.

SIGNED as a deed.

SIGNED, SEALED AND DELIVERED by J
BLOCH PTY LIMITED by:



Signature of Director



Signature of Director/Secretary

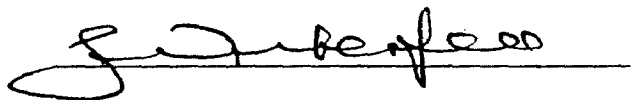
SIMON WILKENFELD

Name of Director (print)

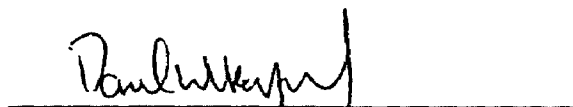
GERHARD WILKENFELD

Name of Director/Secretary (print)

SIGNED SEALED AND DELIVERED by
BLOCH INTERNATIONAL MANAGEMENT PTY
LIMITED by:



Signature of Director



Signature of Director/Secretary

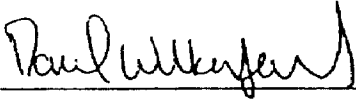
SIMON WILKENFELD

Name of Director (print)

DAVID WILKENFELD

Name of Director/Secretary (print)

SIGNED SEALED AND DELIVERED by
POINTE NOIR PTY LIMITED by:



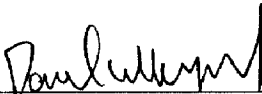
Signature of **David Wilkenfeld** who states that
he is the sole director and sole secretary of
Pointe Noir Pty Limited

Assignee's attorneys with full powers of association, substitution and revocation, to transact all business in the U.S. Patent and Trademark Office associated with the present registration, and to maintain and renew the registration. All Powers previously granted are hereby revoked. Please address all correspondence as follows:

Andrew D. Price
Venable, Baetjer, Howard & Civiletti, LLP
1201 New York Avenue, N.W., Suite 1000
Washington DC 20005-3917

Respectfully signed this 3rd day of November 2000.

POINTE NOIR PTY. LTD.

By: 
Name: David Wilkenfeld
Title (officer): Managing Director

DC2DOCS1/246957 (06)