

01-04-2002

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TRADEMARKS ONLY

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08 08 01

Conveying Party

Mark if additional names of conveying parties attached

Name Muehlens GmbH & Co. KG

Execution Date
Month Day Year
08 08 01

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 Christophe Babinet

DBA/AKA/TA

Composed of

Address (line 1) 25, rue d'Amsterdam

Address (line 2)

Address (line 3)

Paris
City

France
State/Country

75008
Zip Code

- 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.)

01/03/2002 DBYRNE 00000056 249644

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

TRADEMARK
REEL: 002417 FRAME: 0457

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="249,644"/>	<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.

Ira S. Dorman

02/23/2001

Name of Person Signing

Signature

Date Signed

CONTRACT OF TRADEMARK SALE AND ASSIGNMENT

BY AND BETWEEN

Muelhens GmbH & Co. KG, Venloer Str. 241-245, 50823 Cologne, Germany

- hereinafter referred to as "Seller" -

AND

Mr. Christophe Babinet, 25, rue d'Amsterdam, 75008 Paris, France

- hereinafter referred to as "Buyer" -

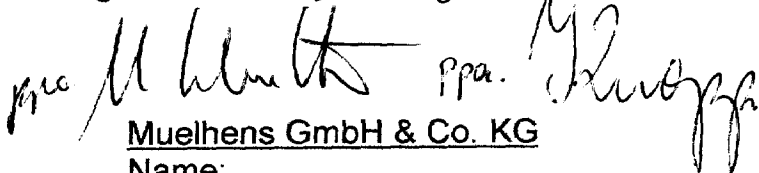
1. Seller sells and assigns to Buyer its trademark registrations of PIRAT / LE PIRATE (hereinafter referred to as "the Trademarks"). A list of all trademark registrations is annexed to as annex "A". Should any application and/or registration of the Trademarks be omitted in annex "A", it shall automatically be included in this Agreement and the Parties engage themselves to execute all further declarations which in addition are necessary for the due assignment of the trademark rights.
2. Seller shall hand over to Buyer the Certificates of Registration as well as all records concerning the Trademarks (application documents, opposition files, correspondence as well as agreements entered into with other companies and in respect of the Trademarks, etc.) in his possession, promptly after the execution of this Agreement and the receipt of the purchase price.
3. Buyer accepts the assignment and shall pay Seller EURO 50,000 (Fifty Thousand EURO). The sum is due for payment promptly after the execution of this Agreement.
4. Seller shall grant on their account the Deeds of Assignment in their respective required form and shall, when requested by Buyer, execute all further declarations which in addition are necessary for the due assignment of the trademark rights.
5. Buyer shall bear the costs of the assignment.
6. The actual status of the Trademarks are known to Buyer. To the best knowledge of Seller, there has been no disadvantageous development for instance cancellation based on non-use or any attack that has been raised against a registration of the Trademarks. However, Seller does not give any further warranty or guaranty with regard to the Trademarks.

Handwritten initials:
by
cs

7. Should the assignment of trademark rights be or become invalid, Buyer and Seller already covenant now that beginning with the signing of this Contract, Seller shall grant Buyer an exclusive and irrevocable license to the Trademarks. In this case, the purchase price shall be deemed to be a non-recurring license payment. However, it is agreed between the parties that Buyer shall in any case become the sole owner of the Trademarks and be in a position to freely alienate all rights of the owner, including but not limited to the right to grant licenses and/or to sue others for infringement. No rights with regard to the Trademarks will remain at Seller.
8. Seller agrees and engages not to attack the validity of the registered Trademarks nor to induce or assist in any such attack. This obligation shall also be upon affiliated companies of Seller.
9. The place of performance and of jurisdiction of all disputes deriving from the Contract shall be Cologne. This Contract and its interpretation shall be governed by the law of the Federal Republic of Germany.
10. Should a provision of this Contract be or become invalid, the validity of the remainder of the Contract shall remain unaffected. The parties shall engage themselves to substitute the invalid provision with a valid provision whose economic purpose corresponds most closely to that of the invalid provision. The same shall apply in case of an omission.
11. All powers are given to the bearer of an original of this Agreement to proceed with the recordal of the assignment on the relevant Register of Trademarks.

Cologne, this 8th day of August 2001

Paris, this 20th day of July 2001

 Muelhens GmbH & Co. KG

Name:

Title: Company Secretaries


Mr. Christophe Babinet

Trademark	Country	Class(es)	AppIn. No.	AppIn. Date	Reg. No.	Reg. Date	Renewal due
PIRAT	Australia	3	194 019	12.04.1965	194 019	12.04.1965	12.04.2010
PIRAT	Finland	3	1345/65	08.04.1965	47510	06.06.1966	06.06.2006
PIRAT	Germany	3	25.11.1972	25.11.1972	912513	03.12.1973	25.11.2002
PIRAT	Ireland	3	561/65	01.04.1965	68 697	01.04.1965	01.04.2010
PIRAT	Malaya	3			M/43 787	05.05.1965	05.05.2010
PIRAT	New Zealand	3	78 428	30.04.1965	78 428	30.04.1965	30.04.2014
PIRAT	Norway	3			68805	21.04.1966	21.04.2006
PIRAT	Sabah	3	10 502	05.05.1965	S/O10 502	05.05.1965	05.05.2010
PIRAT	Sarawak	3	5 803	17.06.1965	SAR/5 803	17.06.1965	17.06.2010
PIRAT	Singapore	3	36 915	17.04.1965	T65/36 915 A	17.04.1965	17.04.2010
PIRAT	South Africa	3			65/1424	07.04.1965	07.04.2005
PIRAT	Sweden	3	3045	20.07.1965	119166	17.03.1967	17.03.2007
PIRAT	Thailand	3	53761	16.07.1965	TM32430	16.07.1965	15.07.2005
PIRAT	Venezuela	3			52598	21.02.1967	21.02.1997
PIRATE, LE	Austria	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Benelux	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Bosnia Herzegovina	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Canada		291500	25.08.1965	144668	01.04.1966	01.04.2011
PIRATE, LE	Egypt	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	France	3	253351	11.04.1928	1 221 339	11.04.1928	10.12.2002
PIRATE, LE	France	3	495127	24.03.1961	783249/1344276	24.03.1961	25.02.2006
PIRATE, LE	Germany	3			708447	24.10.1955	31.10.2005
PIRATE, LE	Germany	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Hungary	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Italy	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Liechtenstein	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Maroc	3			R313721	30.08.1928	23.05.2006

Trademark	Country	Class(es)	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Renewal due
PIRATE, LE	Monaco	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Romania	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	San Marino	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Spain	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Switzerland	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	Tunisia	3			R313721	30.08.1928	23.05.2006
PIRATE, LE	U.S.A.	3		03.08.1928	249 644	20.11.1928	20.11.2008
PIRATE, LE	Yugoslavia	3			R313721	30.08.1928	23.05.2006

*pro Mülhens
GmbH Co. KG*