



102006354

To the Honorable Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Norton Motorcycles, Inc.

MRD
2-19-02

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Colorado
- Other _____

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

3. Nature of conveyance:

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

Execution date: January 1, 2002

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

Name: C & C Consulting S.r.l.

Address: Piazza Cinque Giornate 6
20129-Milano
Italy

- Individual(s) citizenship _____
- Association State of _____
- General Partnership State of _____
- Limited Partnership State of _____
- Corporation- Italian
- Other _____

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

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application Nos. 74/493,245; 75/462,556;
75/463,811; 75/463,812 and 75/463,824

Additional numbers attached? Yes No

B. Trademark Registration No. 2,084,188

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

Cindy L. Caditz, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue, Suite 2800
Seattle, WA 98101-2347
206.695.1715

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):..... \$ 165.00

Check No. 135617 in the amount of \$165 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.

Cindy L. Caditz

Name of Attorney or Agent
Direct Dial 206.695.1715

Signature

Date

1-25-02

Total number of pages including cover sheet, attachments and document: 11

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Box Assignment, Director - U.S. Patent and Trademark Office, Washington, D.C. 20231. on 1-25-02

Date: January 25, 2002

03/07/2002 6TOM11 00000114 74493245

01 FC:481 40.00 OP
02 FC:482 125.00 OP

THIS LICENSE AGREEMENT made with effect as of the 1st day of January, 2002.

BETWEEN: **Norton Motorcycles, Inc.**, incorporated under the laws of the State of Colorado, in the United States of America.

["Licensor"]

OF THE FIRST PART

AND: **C & C Consulting S. r. l.**, Incorporated under the laws of the State of Italy,

["Licensee"]

OF THE SECOND PART

WHEREAS the Licensor is either the owner of or applicant for the Trade Marks for the categories of goods covered by the various international and/or country Trade Mark classes described in Schedule "A", and wishes to embark upon a licensing program for the use of the Trade Marks on the Products (hereinafter defined);

AND WHEREAS the Licensee represents that it has developed a new motorcycle engine and is currently developing a new motorcycle and/or that it has the ability to employ the Trade Marks in connection with such engines and motorcycles;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1] The preamble hereto shall and does form an integral part hereof.
- 2] In this agreement:

"License" means the license described in Paragraph 3 hereof;

"Products" means the articles and merchandise described in Schedule B hereto and such additional articles and merchandise as may be agreed upon by the Licensor and the Licensee during the Term, all of which are branded with or identified by the Trade Marks.

"Term" means the period during which the within License is valid as described in Paragraph 5;

"Territory" means all countries in which the Licensor has applications for or registration of any of the Trade Marks including, without limitation, Australia, Japan, the United States of America and the United Kingdom.

"Trade Marks" means the various "Norton" and model Trade Marks and pending applications therefor which remain valid in various countries set out in Schedule "A" hereto;

- 3] Subject to the terms and conditions of this Agreement, the Licensor hereby grants the Licensee the exclusive license and right during the Term to use the Trade Marks in connection with manufacturing, marketing, packaging, selling and distributing the Products within the Territory. The License shall include the right to display, market and sell products from any Licensee owned internet website from time to time.
- 4] Subject to Paragraph 6 hereof, the Licensee covenants and agrees to manufacture, market, package, sell and distribute the Products, and to use its best efforts in doing so, throughout the Term, in order to promote the maximum sale of the Products within the Territory, and without limiting the foregoing to ensure the distribution of sufficient quantities of the Products to meet all buyers' demands over a reasonable time frame.
- 5] The initial Term of the License shall be fifteen years commencing January 1st, 2002. The Term may be extended at the option of the Licensee for two further periods of fifteen years each, provided that royalties under this Agreement have been paid for each of the last five years of, first, the initial Term, and second, the first fifteen year extension of the Term.
- 6] This Agreement applies to any of the Products. The Licensee may add to or reduce the Products from time to time.
- 7] The Licensee agrees to use all reasonable commercial efforts to produce a reasonable variety of graphic and artistic designs as well as engines, motorcycle components and other technology for use on each of the Products, incorporating the Trade Marks. All products shall carry the "Norton" name and where appropriate name of a Norton model.
- 8] The Licensee agrees to provide a specification sheet for each of the Products containing a description of the Product, the designs and Trade marks to be incorporated therein, the methodology of applying the designs and Trade Marks, the technical specifications of the Product and the packaging to be used therefor. The technical and other qualities of all the Products shall meet the standards established by the Licensor from time to time and any failure by the Licensee to meet such standards shall be grounds for termination of this License Agreement.
- 9] The Licensee agrees not to change or modify any Trade Mark without the Licensor's written consent.
- 10] The Licensor and its representatives shall have the right to inspect the Licensee's and any other manufacturing/distribution premises in which Products are manufactured, stored, processed or from which they are shipped, during all normal business hours in order to assure itself that the provisions of this Agreement are being complied with and in particular but without limiting the

generality of the foregoing to ensure that Product specifications meet the Agreement of the parties. The Licensee furthermore agrees to supply the Licensor with random samples of the Products from time to time for the purpose of verifying compliance with this Agreement.

- 11] The Licensee shall at its own expense comply with the requirements, specifications and standards of all government authorities having jurisdiction over any Product, no matter at what stage of production, sale or distribution, and shall indemnify the Licensor against all actions, proceedings, costs, claims and damages whatsoever arising out of any failure by the Licensee to comply with the aforesaid requirements, specifications and standards.
- 12] The Licensee may sub-contract any of its obligations hereunder, and may enter into any sub-licensing agreement without the Licensor's prior written approval. In the event the Licensee uses any manufacturers, producers, sub-distributors, sub-licensees or agents in connection with the sale of the Products in one or more portions of the Territory, The Licensee shall take all steps necessary to ensure that the said parties comply with those aspects of this Agreement which would reasonably applicable to their actions as if they had signed this Agreement.
- 13] The price charged by the Licensee for each Product (the "agreed selling price") shall be consistent with the prices of similar products of motorcycle competitors such as Harley Davidson, BMW and Ducatti. The agreed selling price of each Product sold through the Licensee's website shall be stated in US dollars and all sales shall be made in US dollars, unless otherwise agreed. The agreed selling prices of each Product sold by the Licensee to dealers, distributors or other retailers shall be payable in the currency of the country in which the Product is sold.
- 14] All artwork, messages, phrases, names, words, logos, trade names and designs used on any of the Products [collectively the "artwork"] except the Trade Marks shall be the property of the Licensee and the Licensee shall retain exclusive rights to the use of all the artwork after expiry of the Term.
- 15] The Licensor represents that it owns or has applied for the Trade Marks. During the Term the License shall apply to any additional motorcycle related Trade Marks which the Licensor applies for and which are intended for use with the "Norton" name, and the Licensor agrees to provide the Licensee from time to time at its request with a report on the current status of all such Trade Mark applications. The Licensor reserves the right to give up or withdraw any application for a Trade Mark without affecting the obligations of the Licensee hereunder. Subject to the forgoing sentence, during the Term the Licensee shall use the Trade Marks and artwork solely to perform the activities described in Paragraph 3 of this Agreement. Except as specified herein the parties acknowledge and agree that the Licensee has obtained no other or greater rights

for the use of the Trade Marks or the artwork during the Term or at any time thereafter. The Licensor shall have no liability to the Licensee for any real or alleged infringement by the Licensor or the Licensee of trademarks belonging to others.

- 16] During the Term and thereafter, except to the extent necessary for the performance of obligations under this Agreement, each party hereto shall keep secret and confidential all information concerning the other party, its business, affairs, finances, technology and products which the first mentioned party may learn as a result of entering into this Agreement and/or the actions of the other party as a result thereof, and not disclose any such information to any person, except its own staff on a "need to know" basis.
- 17] The Licensee agrees to pay the Licensor a royalty equal to one half of one percent of the agreed selling price determined in accordance with Paragraph 13, of all Products howsoever sold, distributed, shipped or disposed of by the Licensee. The agreed selling price of a given product may be varied by mutual agreement of the Licensor and the Licensee.
- 18] Royalties due hereunder shall be payable annually within ninety days after the end of each calendar year, based on Product sales made during such calendar year.
- 19] All royalties payable by the Licensee to the Licensor for website sales shall be payable in US dollars, corresponding to the agreement of the parties that the agreed selling price of the Products sold from the Licensor's website determined in accordance with Paragraph 13 shall, unless otherwise agreed, be stated in US dollars. All royalties payable for other sales, including, without limitation, sales to dealers, distributors and other retailers, shall be payable in the currency of the country in which the sale takes place.
- 20] If any payment due hereunder is delayed more than thirty days beyond the due date therefor, interest on such late payment at the prime lending rate charged by the the Licensor 's bankers on commercial demand loans, accruing from day to day, shall be payable by the Licensee.
- 21] If the laws of any jurisdiction within the Territory render the Licensor liable for the payment of a tax [other than normal income taxes] based on any royalties payable hereunder, then the amount of such tax, upon becoming due, shall be added to the next payment due by hereunder.
- 22] The Licensee shall keep detailed and separate books of account necessary to ascertain and verify the royalties payable under the terms of this Agreement, and shall within ninety days after the end of each calendar year during the Term deliver to the Licensor a true report of all sales made and royalties payable in respect of the preceding calendar year, and shall at the same time pay the

Licensor the amount of such royalties as are due according to said report. Sales reports shall be broken down amongst the various Products, and show whether

the sale was through the Licensor's website, or dealers or distributors or other retailers. If this Agreement shall terminate otherwise than at the end of any calendar year, then the said report and payment shall be rendered and made within ninety days after the termination date.

- 23] The Licensee shall permit any authorized representative of the Licensor or its accountants to inspect and take copies of and extracts from the said books of account to be kept by the Licensee and shall produce to the Licensor and its representatives any receipts vouchers, invoices, statements and shipping documents relating to the said books of account.
- 24] The Licensee acknowledges that this Agreement does not vest in the Licensee ownership of any of the Trade Marks now or hereafter applied for or used by either party in relation to a Product.
- 25] The Licensee shall not alter or add to any of the Trade Marks. The Licensee may use any Trade Mark which is registered in block letters in the stylized form of such Trade Mark as applied for or registered.
- 26] If at anytime during the term the Licensee believes or becomes aware that another party may be infringing the Trade Marks, or passing off goods or services as those of the Licensor, then the Licensee shall promptly notify the Licensor of such belief or awareness, giving the Licensor as much information concerning such matters as the Licensee is aware of. The Licensor shall then take such action with respect to the aforementioned other party as it considers appropriate in its sole discretion to protect its Trade Marks, goodwill and other intellectual property rights. If the Licensor takes inadequate action, in the reasonable opinion of the Licensee, to stop any infringement or passing-off, then the Licensee may take what it reasonably considers to be the appropriate action to stop the infringement or passing-off and may charge the costs incurred in connection therewith against royalties payable hereunder.
- 27] The Licensee agrees to be responsible for all claims of every kind and character asserted against it, its sub-contractors, sub-distributors or agents, or against the Licensor, arising out of losses, costs, charges and damages alleged to have been sustained in any manner from the possession of and/or the use of the Products and agrees to indemnify and hold the Licensor harmless against and from any and all such matters. The Licensor shall not be responsible for any statement or representation made by the Licensee in connection with any of the Products or any sales literature or advertising material issued by the Licensee in relation thereto. The Licensee shall indemnify the Licensor against any claims or demands arising out such statement or representation. The Licensee shall be responsible for every statement or representation it makes or its sub-contractors, sub-distributors or agents make in connection with the Products or any sales

literature or advertising material issued in relation thereto other than where the same has been supplied by the Licensor and used by the Licensee in the form supplied. The Licensee shall act as an independent contractor in all matters pertaining to this Agreement and the Licensor shall not be responsible for any breach by the Licensee of any obligations imposed by law on the Licensee in its capacity as an employer, manufacture, distributor, advertiser or seller of the Products.

- 28] Except as otherwise provided herein, any notice, payment, distribution or other communication which shall be required to be given or made in connection with this Agreement shall be duly given or made if in writing and delivered personally to the person entitled thereto, or if sent by mail or telegraph, to the following address of such person (or such other address as such person may notify the parties hereto of in writing:

The Licensor:
C/o Main Level, Standard Building,
510 West Hastings Street
Vancouver, British Columbia V6B 1L8

The Licensee:

and in the event of telegraph or mailing, each such notice, payment, distribution and communication shall be deemed to be received on the following third business day.

- 29] This Agreement may be executed by the parties hereto or by their respective attorneys on their behalf in any number of counterparts with the same effect as if the parties hereto had all signed the same document. All counterparts of this Agreement shall be construed together and constitute one instrument. This Agreement may be signed and delivered by facsimile. The parties acknowledge that in some countries the Trade Marks are held by former owner thereof or applicants therefor such as Norton Motorcycle Limited or Norton Motors International Inc. who hold the Trade Marks in trust for the Licensor and have so declared in writing.
- 30] No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of any party hereto to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

- 31] Where this Agreement is amended from time to time by unanimous agreement of the parties hereto in writing, no further document shall be required to be executed by the parties hereto any such amendment so approved by unanimous agreement in writing shall automatically be binding upon the parties hereto and each of them.
- 32] Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.
- 33] Where the context of the parties requires, all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, or singular or plural, as the identity of the person, persons, entity or entities may require.
- 34] Any amounts which become due and payable hereunder which are overdue shall bear interest at the rate of ten percent per annum calculated, compounded and payable monthly.
- 35] Time is hereby declared to be of the essence of the Agreement.
- 36] This Agreement contains the entire agreement between the parties hereto relative to the matters referred to herein.
- 37] This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto as the case may be.

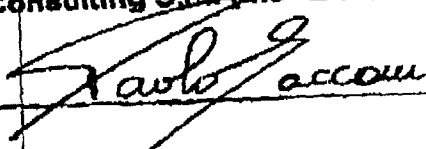
DATED this 1st day of January, 2002.

Norton Motorcycles, Inc. (the "Licensor")

Per:  _____

Per:  _____

C & C. Consulting S.r.l. (the "Licensee")

Per:  _____

Schedule "A"**Trade Marks owned by Norton Motorcycles, Inc.**

Country	Trademark	Status	Class	Appln Date/ Renewal Date
Argentina	Norton	Pending-Appln. #2.177.325	12	6-May-98
	Norton	Pending-Appln. #2.177.326	25	6-May-98
Australia	Norton	Reg.746497	12	16-Oct-07
	Norton	Reg. 35619	12	14-Mar-07
Canada	Commando	Serial No. 892,647		7-Oct-98
	Manx	Serial No. 892,643		7-Oct-98
	Nemesis	Serial No. 892,644		7-Oct-98
	Norton Design	Serial No. 892,645		7-Oct-98
	Norton	Serial No. 871,931		12-Aug-98
	Norton International	Serial No. 871,649		7-Oct-98
Chile	Norton(word)	Reg. 539978	12	5-May-09
Community	Atlas	Appln. 861765		
	Norton	Appln. 669416	9,12,14,18,25	5-Nov-97
	Commando	Appln.813063		
	Manx	Appln. 813014	12, 25	
	International	Appln. 861799		
Czech Republic	Commando	Serial No. 132889		
	Manx	Serial No. 132387		
	Nemesis	Serial No. 132388		
Ecuador	Norton	Reg. 8374-00	12	30-Nov-10
	Norton	Reg. 8375-00	25	30-Nov-10
Hong Kong	Norton	Appin. 05572/98	25	30-Apr-98
Hungary	Atlas	Serial No. M98 02540	12,25	26-Jun-98
	International	Serial No. M98 02539	12	26-Jun-98
India	Norton	Appln. 758226	12	26-Jun-97
	Norton	Appln. 758227	25	26-Jun-97
Japan	Norton	Reg. 2620619	17	28-Feb-94
	Norton	Reg. 2631839	17	19-Mar-94
Malaysia	Norton	98-09331	12	11-Aug-98
	Norton	98-09332	25	11-Aug-98

Country	Trademark	Status	Class	AppIn Date/ Renewal Date
Norway	Atlas Norton Manx	Serial No. 22 42 97 50 Cancelled Appln. 199803564	12,25	25-Jun-98
Paraguay	Norton	Cancelled		
Peru	Norton	98-70610	12	28-Dec-08
Philippines	Norton	03225	12,25	
Poland	Atlas Commando International Nemesis Manx	Appln. Z-188688 Appln. Z186420 Appln. Z-188689 Appln. Z-186418 Appln. Z-186419		
Russia	Norton Manx Nemesis	98707505/dropped Serial No. 98707405 Appln. 98707406	12 25	
Singapore	Norton Norton	98/4387 98/4386	12 25	
South Africa	Norton	Pending-98/06948 Pending-98/06949	12 25	
Taiwan	Norton	App. 8719966 Reg. 852339	12 25	15-May-09
Turkey	Norton	Appl.5317	12,25	
USA	Commando International Nemesis Norton Norton and Design Norton and Design	Serial No. 75/463,812 Serial No. 75/463,811 Serial No. 75/462,556 Serial No. 74/493,245 Serial No. 75/463,824 Reg. No. 2,084,188	12,25 12,25 12 12 12,25 9	7-Apr-98 7-Apr-98 6-Apr-98 22-Feb-94 7-Apr-98 29-Jul-97

SCHEDULE "B"

Motorcycle engines

Full motorcycles and all components thereof and accessories thereto

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