

04-15-2002



102054911

To the Honorable Commissioner of Patents and Trademarks and to the original documents or copy thereof.

1. Name of conveying party(ies):

Mario Amati

4-3-02

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

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

3. Nature of conveyance:

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

Execution Date: May 30, 2001

2. Name and address of receiving party(ies)

Name: Itama Cantieri Navali S.r.l.

Internal Address:

APR 3

Street Address: Via del Mare km. 14,400

City: Rome, Italy State: 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):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,416,415

Additional number(s) attached  Yes  No

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

Name: George M. Borababy, Esq.

Internal Address: Patton Boggs LLP

Street Address: 2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

Name of Person Signing

*George M. Borababy*  
Signature

4/1/02

Date

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

5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

04/12/2002 LUELLER 00000257 500709 2416415

01 FC:481 40.00 CH

TRADEMARK  
REEL: 002482 FRAME: 0817

Trademark: ITAMA (word)

Registration No.: 2,416,415

dated: December 26, 2000

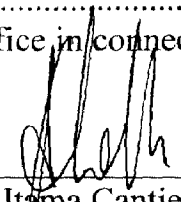
**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

George M. Borababy, Deborah M. Lodge and Paul C. Jorgensen  
.....  
whose postal address is Patton Boggs LLP, 2550 M Street, N.W.  
.....  
Washington, D.C. 20037 ..... United States of America, is  
hereby designated Applicant's representative upon whom notices or process in proceedings  
affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and  
separately, with full power of substitution, the power of appointment of an associate attorney and  
the power of revocation: George M. Borababy, Deborah M. Lodge and Paul C. Jorgensen

members of ... Patton Boggs LLP, 2550 M Street, N.W., Washington, D.C. 20037  
.....  
United States of America, to transact all business in the Patent Office in connection with the subject  
registration.

By:   
Itama Cantieri Navali S.p.A.  
(Shortly: Hama S.p.A.)  
Alessandro Giambalvo

(title) Managing Director and  
legal representative

24<sup>th</sup> July 2001  
(date)

**CONTRATTO DI CESSIONE DI MARCHIO**

**ASSIGNMENT AGREEMENT**

Tra Mario Amati residente in Roma, Lungotevere Dante, 286 - Italia (d'ora innanzi per brevità definito anche: "il Cedente")

Between Mario Amati, residing in Rome, Lungotevere Dante, 286 - Italy (hereinafter "Assignor")

E

and

la Itama Cantieri Navali S.r.l., con sede in Roma Via del Mare km. 14,400, in persona dell'amministratore unico Ing. Alessandro Giambalvo (d'ora innanzi per brevità definita anche: "la Cessionaria")

Itama Cantieri Navali S.r.l., having its registered office in Rome at Via del Mare km. 14,400, represented by its sole director Mr. Alessandro Giambalvo (hereinafter "Assignee")

**PREMESSO**

**WHEREAS**

- Che il Cedente è titolare delle Domande di Registrazione/Registrazioni di Marchio, di cui all'allegato A del presente contratto, da intendersi quale parte integrante, vincolante ed inscindibile dello stesso, (d'ora innanzi, per brevità, denominate anche i "Marchi");
- che il Cedente ha interesse a vendere i Marchi e la Cessionaria ha interesse ad acquistare gli stessi,

- the Assignor is the owner of the Trademark Applications/Registrations mentioned in Annex A hereto, to be considered as an integral and fundamental part of this agreement (hereinafter referred to as the "Trademarks");
- the Assignor is willing to sell the Trademarks and the Assignee is willing to buy the same,

Pertanto tra le parti si conviene e stipula quanto segue:

Therefore the parties agree as follows:

1. Il Cedente con ciò cede e trasferisce alla Cessionaria tutti i diritti sui Marchi in modo tale che la Cessionaria sia legittimata ad agire come titolare degli stessi, subentrando pertanto al Cedente in tutti i diritti e le azioni aventi ad oggetto la violazione di tali registrazioni, ove esistenti, alla data di efficacia del presente contratto.
2. La presente Cessione ha efficacia dal 30 maggio 2001.

1. The Assignor hereby assigns and transfers to Assignee all the rights in and to the Trademarks so that the Assignee may act as the owner of the same, including all rights and actions in respect of any breach of such registrations, if existing on the effective date of this agreement.
2. This assignment is effective as of 30<sup>th</sup> May, 2001.
3. This Assignment has been made for consideration that is separately set forth.

1

*[Handwritten signature]*  
 TRADEMARK  
 Jacques DELVAUX, notaire

3. La presente Cessione è fatta per un corrispettivo che viene separatamente regolato tra le Parti.
4. La presente Cessione include tutti i diritti che scaturiscono dalle sopra menzionate registrazioni, in modo tale che il Cessionario ne sia l'unico titolare con effetto alla data di efficacia sopra menzionata.

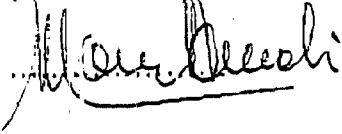
consideration that is separately settled between the Parties.

4. This Assignment includes all rights, arising from the above mentioned registrations so that the Assignee will be the sole owner thereof as of the effective date referred to hereinabove.

Firma:

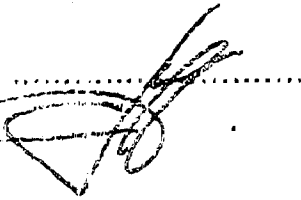
Il Cedente

(Mario Amati)



Il Cessionario

(Itama Cantieri Navali S.r.l.)



Signatories

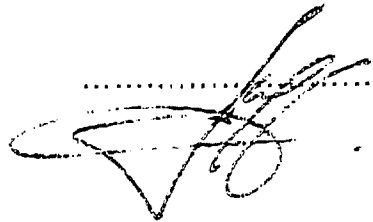
The Assignor

(Mario Amati)

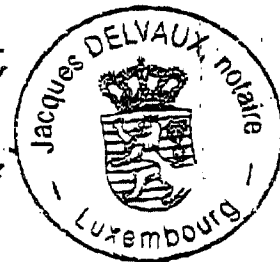


The Assignee

(Itama Cantieri Navali S.r.l.)



*Pour la validation de la  
signature de Monsieur Mario Amati  
et de la signature de la Gustave  
Sheffel, lesquelles signatures  
ont été apposées le 10 mai 2001  
à Luxembourg devant moi notaire  
Jacques DELVAUX  
le notaire Jacques DELVAUX a  
dupubliques le 10 mai 2001*




Allegato A

Descrizione Marchio	Numero Domanda	Data deposito	Data rilascio	Numero di Registrazione	PAESE
ITAMA	000898502	06/08/1998	21/12/1999	000898502	UNIONE EUROPEA
ITAMA	75/638195	16/02/1999	26/12/2000	2416415	U.S.A.

