05-06-2002

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Patent and Trademark Office

04-23-2002
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

102079569

ner of Patents and Trademarks please record the attached original documents or copy hereof.

1. Name of conveying party(ies):

MONTBLANC, INC. 4.23.02

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
X Corporation-State New Jersey
__ Other

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

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

Name: MONTBLANC NORTH AMERICA, LLC
Address: 430 Mountain Avenue
Murray Hill, New Jersey 07974

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Limited Partnership
__ Corporation-State
X Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
____Yes X No
(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached?
____Yes X No

3. Nature of conveyance:

__ Assignment X Merger (see Other)
__ Security Agreement __ Change of Name
X Other **Merger effective on April 1, 2002**

Execution Date: March 27, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s).
624087 2087771 2267574 2556250

Additional Numbers attached? ____ Yes X No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and and registration involved:.....4

7. Total fee (37 CFR 3.41) ..... $ 115.00

X Enclosed
X Authorized to be charged to deposit account
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

05/03/2002 DBYRNE 00000034 624087
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Lawrence E. Apolzon
Name of Person Signing

Signature

April 23, 2002
Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0027 (exp. 5/31/2002)

FZLZ File No.: M-I USA TG-0203113

TRADEMARK
REEL: 002498 FRAME: 0913

AGREEMENT AND PLAN OF MERGER OF

MONTBLANC, INC.

WITH AND INTO

MONTBLANC NORTH AMERICA, LLC

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of March 27, 2002, by and between MONTBLANC, INC., a New Jersey corporation (the "Merging Corporation"), and MONTBLANC NORTH AMERICA, LLC, a Delaware limited liability company ("Montblanc LLC").

RECITALS

A. Montblanc LLC, whose sole member is the Dunhill International, Inc., a Delaware corporation (the "Stakeholder"), is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware.

B. Merging Corporation, all of the stock of which is owned by the Stakeholder, is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of New Jersey.

C. The Board of Managers of Montblanc LLC and the Board of Directors of the Merging Corporation have deemed it advisable and to the advantage of Montblanc LLC, the Merging Corporation and the Stakeholder that the Merging Corporation merge with and into Montblanc LLC (the "Merger"), upon the terms and subject to the conditions set forth herein.

D. The Board of Managers of Montblanc LLC and the Board of Directors of the Merging Corporation have approved this Agreement.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. THE MERGER

1.1. Effect of Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (as hereinafter defined), the Merging Corporation shall be merged with and into Montblanc LLC in accordance with the laws of the State of Delaware and the State of New Jersey. The separate corporate existence of the Merging Corporation shall thereby cease, and Montblanc LLC shall be the Surviving Entity (the "Surviving Entity") after the Merger and shall be governed by the laws of the State of Delaware.

1.2 Effective Time. The merger shall be effective as of 12:01 A.M. on April 1, 2002 (the "Effective Time").

1.3 Name of the Surviving Entity. The name of the Surviving Entity shall be "Montblanc North America, LLC."

II. CORPORATE GOVERNANCE

2.1. Operating Agreement. The Operating Agreement of Montblanc LLC, as in effect as of the Effective Time, shall, after the Merger, continue to be the Operating Agreement of the Surviving Entity until duly amended in accordance with applicable law, and no change to such Operating Agreement shall be effected solely by virtue of the Merger.

2.2. Managers and Officers. The individuals who are serving as Managers and Officers of Montblanc LLC, as of the Effective Time, shall, after the Merger, continue to serve in such capacities in the Surviving Entity until their respective successors have been duly elected or appointed in accordance with the Operating Agreement of the Surviving Entity.

III. INTERESTS AND STOCK

3.1. Montblanc LLC Interests. Upon the Effective Time, by virtue of the Merger and without any action on the part of the Stakeholder, the LLC interests of the Stakeholder in Montblanc LLC shall be canceled and exchanged for LLC interests in the Surviving Entity ("LLC Interests").

3.2. Merging Corporation Common Stock. Upon the Effective Time, by virtue of the Merger and without any action on the part of the Stakeholder, the shares of common stock of the Stakeholder in the Merging Corporation shall be canceled and retired, with no new shares of stock or other securities of Merging Corporation or the Surviving Entity issuable with respect thereto.

IV. OTHER PROVISIONS

4.1 Rights, Privileges, Etc. At the Effective Time, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Merging Corporation and Montblanc LLC; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Merging Corporation and Montblanc LLC on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in the Merging Corporation or Montblanc LLC, shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Merging Corporation and Montblanc LLC shall be preserved unimpaired, and all liens upon the property of the Merging Corporation and Montblanc LLC shall be preserved unimpaired, and all debts, liabilities,

obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

4.2. Further Assurances. Prior to the Effective Time, Montblanc LLC and the Merging Corporation shall have taken any and all actions which shall be necessary or appropriate in order to effect the Merger. If, at any time after the Effective Time, the Surviving Entity shall determine that any further conveyance, transfer, or assignment documentation or further action is necessary or appropriate in order to vest in, or confirm to, the Surviving Entity full legal title to all of the property, assets, rights, privileges, powers, and franchises of the Surviving Entity or the Merging Corporation, the respective officers and directors of Surviving Entity or the Merging Corporation, as appropriate, shall execute and deliver any and all such instruments and take any and all such action as the Surviving Entity shall deem necessary or desirable in order to vest in and confirm to the Surviving Entity legal title to and possession of all such property, assets, rights, privileges, immunities, powers, and franchises, to carry out the terms and purposes of the Merger and this Agreement.

4.3. Termination or Abandonment. Notwithstanding anything contained herein to the contrary, the Board of Managers of Montblanc LLC or the Board of Directors of the Merging Corporation may, in its respective sole discretion, and at any time prior to the Effective Time, abandon the Merger, if it shall deem such action, necessary or advisable, and in the best interests of Montblanc LLC or the Merging Corporation. In the event of such determination and the abandonment of the Merger and this Agreement, the Merger and this Agreement shall become null and void and of no legal effect. Such termination shall not give rise to any liability on the part of Montblanc LLC or the Merging Corporation in connection with the Merger and this Agreement.

4.4. Entire Agreement. This Agreement and the Merger embodies the entire agreement among the parties hereto and there are no other agreements, understandings, restrictions, or warranties among the parties hereto other than those set forth herein.

4.5. Amendments and Waivers. Neither this Agreement nor the Merger nor any of their respective terms may be terminated, amended or waived orally, but may only be terminated, amended or waived by an instrument in writing signed by the party against which enforcement of the termination, amendment or waiver is sought.

4.6. Governing Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Delaware and, so far as applicable, the merger provisions of the New Jersey Business Corporation Act.

4.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

MONTBLANC, INC.

By: _____
Name: Desmond Coughlan
Title: Vice President

MONTBLANC NORTH AMERICA, LLC

By: _____
Name: Desmond Coughlan
Title: Vice President