

08-14-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aupart Holding, B.V.

081200

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

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

2. Name and address of receiving party(ies)

Name: Adriano Goldschmied, LLC

Internal

Address:

Street Address: 3600 Wilshire Blvd, #1814

City: Los Angeles State: CA Zip: 90010

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other California Limited Liability Co.

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

OFFICE OF TRADEMARK RECORDS 2002 AUG 12 AM 10:57 FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,202,005

2,225,187

Additional number(s) attached Yes No

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

Name: Alan I. Cyrlin

Internal Address:

Street Address: Wasserman, Comden, Casselman

5567 Reseda Boulevard, Suite 330

City: Tarzana State: CA Zip: 91357-7033

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Alan I. Cyrlin

Name of Person Signing

Signature

8/6/2002 Date

5

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

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

08/13/2002 6TOM11 00000217 2202005

01 FC:481 40.00 DP 02 FC:482 25.00 DP

TRADEMARK REEL: 002562 FRAME: 0050

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made by and between Aupart Holding B.V., a Dutch company having its principal place of business at Strawinkylaan 3105, 7th Floor, P.O. Box 1469, 1000 BL Amsterdam, Netherlands ("Assignor") and Adriano Goldschmied, LLC, a California limited liability company, having its executive office at 3600 Wilshire Boulevard, Suite 1814, Los Angeles, California 90010 ("Assignee").

WHEREAS, Assignor owns the entire right, goodwill, title and interest, including causes of action, if any, for monetary recovery, in and to certain Trademarks of the United States, certain Trademarks of Switzerland, and a Trademark Application of Canada (collectively, the "Trademarks"), which Trademarks are described in greater detail in Exhibit A attached hereto; and

WHEREAS, Assignee desires to acquire the entire right, goodwill, title and interest, including causes of action, if any, for monetary recovery, including damages for infringement, in and to the Trademarks;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably sell, assign and transfer unto Assignee, its successors and assigns, the entire right, goodwill, title, and interest associated with such Trademarks, including, without limitation, all registration rights with respect to the Trademarks, all causes of action, if any, for monetary recovery of any kind, including past damages for infringement, in and to said Trademarks and any derivations of the Trademarks, and in any renewal thereof, and all rights to sue therefore, the same to be held and enjoyed by Assignee for its own use, and for its legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment in sale not been made.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of One Hundred Dollars (\$100), payable on Nov. 1, 2001.

3. **Representations and Warranties**. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;



- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Waiver of Jury Trial.** ASSIGNOR AND ASSIGNEE EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE RELATIONSHIP CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE ASSIGNOR AND ASSIGNEE EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

6. **Notices.** Any notice or other communication to be given by Assignee to Assignor hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail with return receipt requested, with postage prepaid, and shall be addressed to Assignor at his address first set forth in this Agreement or to such other address as may have been furnished to Assignee in writing with specific reference to this Paragraph. Any notice or other communication to be given by Assignor to Assignee hereunder shall be in writing and mailed by certified or registered mail with return receipt requested, with postage prepaid, and shall be addressed to Assignee at its principal offices first set forth in this Agreement or to such other address as may have been furnished to Assignor in writing with specific reference to this Paragraph. All notices hereunder shall be deemed to have been given on the date of mailing.

7. **Non-Waiver.** All rights of the parties hereto are separate and cumulative. A waiver of a breach or default on any one occasion will not be deemed or construed as a bar to or waiver of any other breach or default whether of the same provision or of other provisions.





8. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

9. **No Oral Modification.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

10. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

11. **Agreement to Perform Necessary Acts.** Assignor agrees to execute and deliver any further papers and do such other acts as may be necessary and proper to vest full title in and to the Trademark in the Assignee. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

12. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles. The appropriate venue for any legal action relating to the employment contemplated under this Agreement shall be with the courts of the Los Angeles County, California.

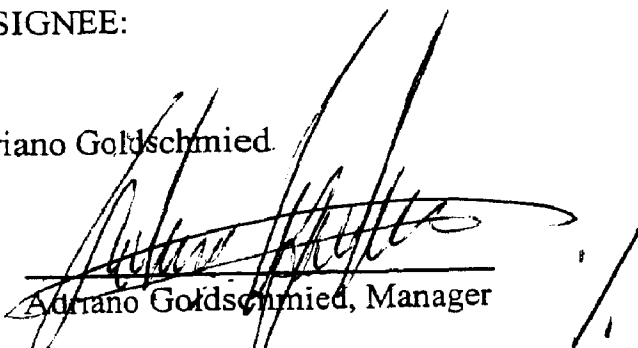
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Date: _____, 2001

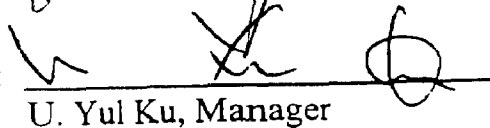
ASSIGNEE:

Adriano Goldschmied

By


Adriano Goldschmied, Manager

By:


U. Yul Ku, Manager

ASSIGNOR:

Aupart Holding B.V.

By:

ABN AMRO Trust
Company (Nederland) B.V.

Its:

managing director





EXHIBIT A

Trademark of the United States:

1. Form of Trademark: **ADRIANO GOLDSCHMIED** (word mark)
Registered Owner: Aupart Holding B.V.
Registration Number: 2202005
International Class: 25
2. Form of Trademark: **AG ADRIANO GOLDSCHMIED** (word mark)
Registered Owner: Aupart Holding B.V.
Registration Number: 2225187
International Class: 25

Trademarks of Switzerland:

1. Form of Trademark: **ADRIANO GOLDSCHMIED** (special writing)
Registered Owner: Aupart Holding B.V.
Registration Number: 381863
International Class: 25
2. Form of Trademark: **AG ADRIANO GOLDSCHMIED** (word mark)
Registered Owner: Aupart Holding B.V.
Registration Number: 446390
International Class: 25

Trademark Application in Canada:

1. Form of Trademark: **ADRIANO GOLDSCHMIED** (word mark)
Applicant: Aupart Holding B.V.
Application Number: 885604
International Class: 25