

08-19-2002

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



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

102194605

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

1. Name of conveying party(ies):

Juan Rojas Mas

08-13-02

- 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: March 1, 1996

2. Name and address of receiving party(ies)

Name: Caviro, S.L.

Internal

Address:

Street Address: Avda. Caresmar, 48

City: Barcelona, Spain State: Zip: 08700

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Spanish Limited Liability Company

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)

2,197,157

Additional number(s) attached  Yes  No

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

Name: Mark I. Peroff

Internal Address: Trademark & Patent Counselors  
of America, P.C

Street Address: 915 Broadway, 19th Floor

City: New York State: NY Zip: 10010

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:

DO NOT USE THIS SPACE

Signature  
Name of Person

Signature  
Date

August 13, 2002

Date

21

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

08/16/2002 00000134 2197157

08:40

40.00

TRADEMARK  
REEL: 2564 FRAME: 0467

POWER OF ATTORNEY

2,197,157

Applicant appoints Mark I. Peroff, Keith E. Danish, G. Mathew Lombard, Manjari M. Datta, each a member of the Bar of the State of New York, and Steven R. Fink, a member of the Bar of the State of New Jersey, and all other members of the Bar of State of New York in the Firm of Trademark & Patent Counselors of America, P.C., 915 Broadway, New York, New York 10010-7108, (212) 387-0247, its attorneys, to prosecute this application to register with full powers of substitution and revocation, to transact all business in the Patent & Trademark Office in connection therewith, and to receive the Certificate of Registration. Please address all correspondence in this matter to the attention of: **Mark I. Peroff, Esq.**

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Trademark & Patent Counselors of America, P.C., is also hereby designated as the aforementioned company's representative upon whom notices or process in proceedings affecting the mark may be served, in connection with all existing and future trademark registrations and applications of our company.

Please address all correspondence in this matter to the attention of:

Mark I. Peroff, Esq.  
Trademark & Patent Counselors of Amercia, P.C.  
915 Broadway, 19<sup>th</sup> Floor  
New York, New York 10010-7108

CAVIRO, S.L.

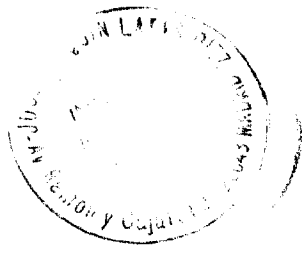
By: \_\_\_\_\_

Name: Joan Rojas Mas

Title:



Date: 13 May 2002



NUMBER THREE THOUSAND AND NINETY-ONE.-

- PURCHASE OF INDUSTRIAL PROPERTY RIGHTS, OF DISTINCTIVE SIGNS, BASICALLY, TRADEMARKS-----

In IGUALADA, my residence on the twenty-seventh of July two thousand and one.-----

Before me, JOSE BAUZA GAYA, Notary Public of the Illustrious Association of Catalunya, -----

----- A P P E A R S : -----

----- On the one hand, -----

MR. JUAN ROJAS MAS, of full age, married under the system of separation of estates, industrialist, resident of Santa Margarida de Montbui, living at Camí Vell de la Tossa, sin número (no number). And Holder of the National Identification Card and Tax Identification Code number 37618341-R.-----

----- And on the other hand, -----

MS. ELISABET VIVES SABATE, of full age, married, designer, resident of Santa Margarida de Montbui, living at Camí Vell de La Tossa, sin número (no number) and Holder of the National Identification Card and Tax Identification Code number 77262231-X.-----

I identify them by their above-cited Identification Cards.-----

----- T H E Y I N T E R V E N E : -----

A) MR. JUAN ROJAS MAS in his own name and right.-----

B) AND MS. ELISBET VIVES SABATE in the name and representation, in her capacity of Appointed Officer, of the Spanish Company, "CAVIRO, SOCIEDAD LIMITADA", domiciled on Avenida Caresmar, no. 48.-----

Founded for an indefinite period of time, as a corporation, with the former name of "Caviro, Sociead Anónima", in a deed authorized by the former Notary Public of Igualada, Ms. María de las Mercedes Martínez Parra, on 30 July 1985, her protocol number 415, RECORDED, in the Commercial Registry of Barcelona, in volume 6539, book 5822 of section 2, folio 102, page number 78,510, 4<sup>th</sup>. recordal, transformed from a corporation to a Limited-Liability Company, in a deed authorized by the Notary Public of Igualada, Mr. José Bauzá Gayá, on 10 May 1993, his protocol number 504, RECORDED in said Commercial Registry of Barcelona, in



volume 11,417, folio 171, page number B,119299, 7<sup>th</sup>. recordal, and having adapted its Corporate Bylaws to the Law 2/1995 in force, of 23 March 1995, of Limited Liability Companies, of Partial Reform and Adaptation of the commercial legislation to the Directives of the European Community (EEC) concerning companies, in a deed authorized by the Notary Public of Igualada, Mr. José Bauzá Gayá, on 24 May 1996, his protocol number 1211, RECORDED, in the Commercial Registry of Barcelona, in volume 11,417, folio 174, page B-119299, 8<sup>th</sup>. recordal. -----

Identified by the Tax Identification Code no. B-58034000.-----

The appearing woman, makes use of the authority that the Company "CAVIRO, SOCIEDAD ANONIMA" granted her in a deed authorized by the Notary Public of Igualada, Mr. José Bauzá Bauzá, on 14 March 1989, protocol number 608, RECORDED, in the Commercial Registry, as the woman appearing assures me, though in this act she does not substantiate this, for which reason I, the Notary Public make the pertinent warning.-----

In said deed, authentic copy of the one I have seen, Ms. Elisabet Vives Sabaté is authorized, so that "in the name and representation of the Company granting authority, SHE CAN: =...b) Buy and sell ... industrial property rights and, in general, bona mobilia, ... Oi) Grant and sign as many public and private documents that are congruent with the powers that are granted in this power of attorney, that should always be interpreted as broadly as possible".-----

This results from the cited authentic copy, which I abide by, without there being anything in that which has been omitted that limits, restricts or conditions that which has been copied, said appearing woman ensuring me that the power is fully in force and that the legal capacity of the company granting the power has not varied.-----

They have, in my judgment, in the concept in which they intervene, CAPACITY to formalize the present above-cited deed, and for this purpose,, they, -----

----- D E C L A R E : -----

I.- Mr. Juan Rojas Mas, who is owner of the industrial property rights over the distinctive signs, basically, trademarks, that appear listed in two blocks of documents, a first block, under the title "SPAIN" and a second block, under the title "FOREIGN", which are handed over to me, the Notary Public, so that they are attached to this deed, forming an integral part thereof and for insertion thereof in the copies that are issued hereof.-----



TITLE.- They belong to him, as he declares, due to just and legitimate titles that, when the time comes, he promises to justify with documents from where they come and for the pertinent effects.-----

BURDENS:- The seller declares and, with this, the buyer gives her consent, on her part, that said property is not subject to embargoes, attachments, penalties, liabilities or real or personal guaranties, of any type.-----

LEASES:- The parties declare the existence of a private deed of assignment of use and license of said trademarks executed together on 1 March 1996.-----

II.- That the parties entrusted the study of the mark "BUFF" and derived from the company INTERVALOR-ROUX J.V. INTERVALOR, S.A.", whose Appraisal Report is attached to the present deed as a notarial copy, forming an integral part thereof and for its insertion in the copies that are issued of it.-----

The meritorious Report that the value of the trade marks amounts to "517,177 kpts". However, the parties establish that the value of the mark "BUFF" and derived ones is really the result of applying a correction value set at 0.80 to the appraisal value, bearing in mind the risk factor itself of the immaterialness of the asset - as well as of the elements identified as weaknesses in said appraisal, as well as the mitigation corresponding to the lack of commercial structure and for the general development of the mark that is inherent in the appraised firm, CAVIRO, S.L., irrespective of its own mark, despite the fact that in the appraisal there is continuous reference to the assimilation of both values - company and trade mark. Therefore, the value which is established for said industrial property is: -----

-----"517,177 kpts.\* 0.8 = 413,742 kpts.-----

III.- Having stated the above, appearing parties, in the capacity in which they intervene, they enter into the cited contract in accordance with the following stipulations-----

----- S T I P U L A T I O N S : -----

FIRST.- Mr. Juan Rojas Mas, SELLS and TRANSFERS the industrial property over the distinctive signs, basically, trade marks, pointed out in the explanation "I" of this deed, to the Company "CAVIRO, S.L." that, represented in this act by its Appointed Officer, Ms. Elisabet Vives Sabaté, BUYS AND ACQUIRES them, with all the inherent and typical rights thereof.-----

THIRD.- That which has been sold is transferred with all rights free and clear, all the taxes being paid up and with all the inherent and typical rights thereof.-----

FOURTH.- The seller is obliged to free of encumbrance in the case of eviction or hidden defects of that which is sold, in accordance with Law, it being understood as granted to the buyer the delivery and possession thereof by this grant.-----

FIFTH.- The appearing parties, in the capacity in which they intervene, accept this deed and especially the buyer the sale to it carried out.-----

SIXTH.- As a result of the present transfer the deed of assignment of trade marks dated 1 March 1996, executed between the parties, remains null and void, taking into account the consolidation of the domain thereof on the part of the buyer. For this purpose, the parties establish that the rates corresponding to the fiscal year in course are included in the agreed upon transfer price.-----

SEVENTH.- The expenses and taxes that arise from this grant will be at the expense of the buyer, for this purpose the parties declare that the present deed is subject to the Property Transfer Tax, which the buyer will timely pay.-----

----- GRANT AND AUTHORIZATION -----

THIS IS WHAT IS SAID AND GRANTED .-----

I read this deed to the appearing party, at his choice, being previously informed of the right to do so himself or for a third party to read it, I explain to him the consequences that are derived from the clauses of this document and I warn him of the right that he has to be counseled, which I offer to do, expressly asking the granting party if he has any doubts about the text of the document. The man who appears declares that he agrees with the contents of the deed and signs it along with me.-----

The pertinent legal reservations and warnings and in particular and for tax purposes, I warn him of the tax obligations and responsibilities that are incumbent on the parties in the material, formal and penalizing aspects, and of the consequences of all types that would be derived from the inexactness of their declarations, I especially warn them of the provisions of Article 52 of the Combined Text of the Property Transfer Tax Law and Documented Legal Acts, passed by the Royal Legislative Decree 1/1993, of 24 September 1993, and 114,2 of the Combined Text of the Property Transfer Tax Law and Documented Legal Acts, passed by the





STATE SEAL

25 PTA. Attestation Stamp

4I2799336

02/2002 Seal of the Notary Public's Office of Mr. Francisco-Javier Monedero San Martin

THE TRANSCRIBED PARTICULARS agree well and fully with the document shown to me which I abide by and return, declaring that the part thereof that has been omitted because it is unnecessary, has nothing that limits, restricts, modified or alters that which is inserted. And at the request of the party exhibiting the document, I issue the present notarial certification on six sheets of notarial paper, numbers 4I2799393, 4I2799382, 4I2799369, 4I2799358, 4I2799345 and the number of the present one, which I mark, sign, flourish and stamp, in Madrid, on the thirteenth of May two thousand and two..

Illegible signature

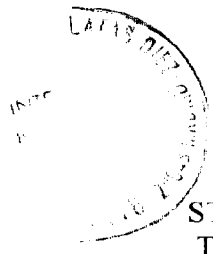
Seal of the Notary Public's Office of Mr. Francisco Javier Monedero San Martin - Madrid

Seal of the General Council of Notary Publics' Offices of Spain

Notary Publics' Offices of Europe

0034506036





STATE SEAL

25 PTA. Attestation Stamp

4L0303020

Two Seals of the Notary Public's Office of Mr. Francisco-Javier Monedero San Martin - Notary Public - Eduardo Dato 2 - Telephone nos. 447-9454-58-62 - Fax no.: 447-9453  
04/2002 28010 Madrid

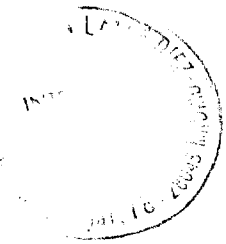
I, FRANCISCO-JAVIER MONEDERO SAN MARTIN, NOTARY PUBLIC OF MADRID, -----

ATTEST: That by the interested party I have been shown the first copy of the deed of purchase of industrial property rights of distinctive signs, basically, trademarks, authorized by the Notary Public of Igualada, Mr. José Bauza Gaya, on the twenty-seventh of July two thousand and one, under his protocol number three thousand and ninety-one, from which I transcribe the following pertinent particulars: -----

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**FOREIGN**

Illegible signature

Seal of the Notary Public's Office of José Bauza Gaya - Igualada



STATE SEAL

25 PTA. Attestation Stamp

4L0303008

04/2002 Seal of the Notary Public's Office of Mr. Francisco-Javier Monedero San Martin

**List of cases Abroad up to: 5 Jan. 2001**

**Owner: Mr. Juan Rojas Mas**

**Case number: 97000043 Type: 2 Country: UNITED STATES**

**Mark: BUFF**

**Type: Word (& device) mark**

**Application: Number: 75/241091 Date: 13/02/1997 Publication: 28/07/1998**

**Registration: Number: 2197157 Date: 20/10/1998**

**Status: 20/10/1998 Granted**

**Next due date: 20/10/2003 DECLARATION OF USE**

**20/10/2004 DECLARATION OF USE**

**20/10/2008 RENEWAL**

**Nomenclature: International**

**Class: 25**

**Goods: MULTIPURPOSE BAND FOR USE IN HEADGEAR, HAIR BANDS,  
WRISTBANDS, OVERSLEEVES AND GARTERS, IN CLASS 25**

**TYPES**

I = International trademark 2 = Direct trademark O = OAPI trademark C = Community trademark

**TRADEMARK  
REEL: 2564 FRAME: 0477**

THE ABOVE LISTED AND TRANSCRIBED TEXT agree well and fully with the document shown to me which I abide by and return, without the part thereof that has been omitted because it is unnecessary, detracting in any way from that which is inserted. And at the request of the party exhibiting the document and to complement the notarial certification issued by me, on the thirteenth of May two thousand and two, I issue the present notarial certification on two sheets of notarial paper, numbers 4L0303020 and the number of the present one, which I mark, sign, flourish and stamp, in Madrid, on the eleventh of July two thousand and two.

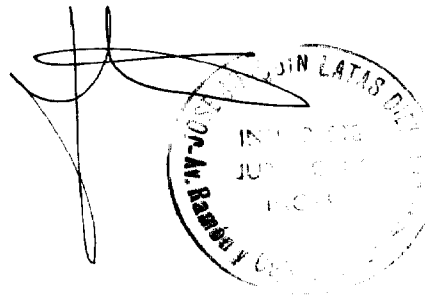
Illegible signature

Seal of the Notary Public's Office of Mr. Francisco Javier Monedero San Martin - Madrid

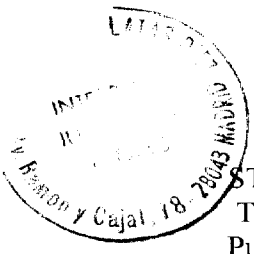
Seal of the General Council of Notary Publics' Offices of Spain  
Notary Publics' Offices of Europe  
0033517832

The undersigned, José Joaquín Latas Díez, sworn translator of the English language certifies that the preceding translation is a true and complete version of the document in Spanish which is attached hereto.

Madrid, 6 August 2002



The image shows a handwritten signature in black ink, which is illegible. To the right of the signature is a circular notary seal. The seal contains the text "JOSÉ JOAQUÍN LATAS DÍEZ" around the top edge, "Notary Public" in the center, and "Madrid" at the bottom. The date "11 JUL 2002" is stamped in the center of the seal.



STATE SEAL

25 PTA. Attestation Stamp

4I2799393

Two Seals of the Notary Public's Office of Mr. Francisco-Javier Monedero San Martín - Notary Public - Eduardo Dato 2 - Telephone nos. 447-9454-58-62 - Fax no.: 447-9453  
02/2002 28010 Madrid

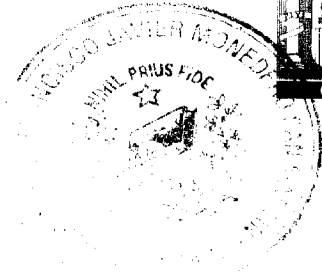
I, FRANCISCO-JAVIER MONEDERO SAN MARTIN, NOTARY PUBLIC OF MADRID, -----

ATTEST: That by the interested party I have been shown the first copy of the deed of purchase of industrial property rights of distinctive signs, basically, trademarks, authorized by the Notary Public of Igualada, Mr. José Bauza Gaya, on the twenty-seventh of July two thousand and one, under his protocol number three thousand and ninety-one, from which I transcribe the following pertinent particulars: -----

...0...

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.0.



412799393

02/2002

FRANCISCO-JAVIER MONEDERO SAN MARTIN  
NOTARIO  
EDUARDO DATO 2  
TEL: 447 94 54 - FAX: 447 94 53  
28010 - MADRID

YO, FRANCISCO JAVIER MONEDERO SAN MARTIN, NO-  
TARIO DE MADRID, -----

DOY FE: Que por parte interesada se me exhibe  
primera copia de la escritura de compraventa de  
derechos de propiedad industrial sobre signos dis-  
tintos, fundamentalmente, marcas, autorizada por  
el Notario de Igualada, Don José Bauza Gaya, el  
día veintisiete de julio de dos mil uno, bajo el  
número tres mil noventa y uno de orden de su pro-  
tocolo, de la cual transcribo a continuación los  
particulares pertinente. -----

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NUMERO TRES MIL NOVENTA Y UNO.-

-COMPRAVENTA DE DERECHOS DE PROPIEDAD INDUS-  
TRIAL SOBRE SIGNOS DISTINTIVOS, FUNDAMENTAMEN-  
TE, MARCAS-----

En IGUALADA, mi residencia, a veintisiete de  
julio de dos mil uno.-----

Ante mí, JOSE BAUZA GAYA, Notario del Ilus-  
tre Colegio de Catalunya, -----

----- C O M P A R E C E :-----

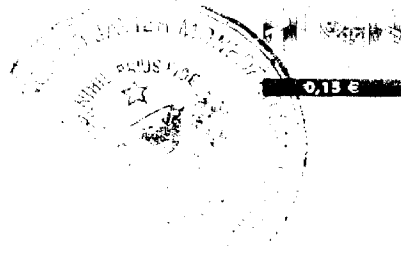
-----De una parte, -----

DON JUAN ROJAS MAS, mayor de edad, casado en  
régimen de separación de bienes, industrial, ve-  
cino de Santa Margarida de Montbui, con domici-  
lio en Camí Vell de la Tossa, sin número, y  
provisto de D.N.I. y N.I.F. número 37.618.341-  
R.-----

-----Y de otra parte,-----

DOÑA ELISABET VIVES SABATE, mayor de edad,  
casada, Diseñadora, vecina de Santa Margarida  
de Montbui, con domicilio en Camí Vell de La  
Tossa, sin número, y provista de D.N.I. y  
N.I.F. número 77.262.231-X.-----

02/2002



FRANCISCO JAVIER MONEDERO SAN MARTIN  
NOTARIO  
EDUARDO DATO, 2  
TEL. 447 94 54 - FAX 447 94 62  
447 94 53  
28010 - MADRID

YO, FRANCISCO JAVIER MONEDERO SAN MARTIN, NO-  
TARIO DE MADRID, -----

DOY FE: Que por parte interesada se me exhibe  
primera copia de la escritura de compraventa de  
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día veintisiete de julio de dos mil uno, bajo el  
número tres mil noventa y uno de orden de su pro-  
tocolo, de la cual transcribo a continuación los  
particulares pertinente. -----

...0...  
..0..  
.0.



-COMPRAVENTA DE DERECHOS DE PROPIEDAD INDUS-  
TRIAL SOBRE SIGNOS DISTINTIVOS, FUNDAMENTAMEN-  
TE, MARCAS-----

En IGUALADA, mi residencia, a veintisiete de  
julio de dos mil uno.-----

Ante mí, JOSE BAUZA GAYA, Notario del Ilus-  
tre Colegio de Catalunya, -----

----- C O M P A R E C E :-----

-----De una parte, -----

DON JUAN ROJAS MAS, mayor de edad, casado en  
régimen de separación de bienes, industrial, ve-  
cino de Santa Margarida de Montbui, con domici-  
lio en Camí Vell de la Tossa, sin número, y  
provisto de D.N.I. y N.I.F. número 37.618.341-  
R.-----

-----Y de otra parte,-----

DOÑA ELISABET VIVES SABATE, mayor de edad,  
casada, Diseñadora, vecina de Santa Margarida  
de Montbui, con domicilio en Camí Vell de La  
Tossa, sin número, y provista de D.N.I. y  
N.I.F. número 77.262.231-X.-----

0,15 €

Les identifico mediante exhibición de sus reseñados documentos de identidad, antes consignado.-----

-----I N T E R V I E N E N:-----

A) DON JUAN ROJAS MAS en su propio nombre y derecho.-----

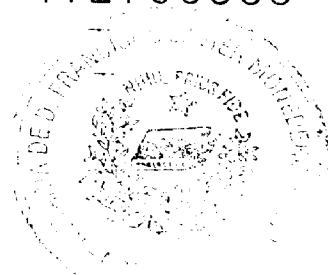
B) Y DOÑA ELISABET VIVES SABATE en nombre y representación, en su calidad de Apoderada, de la Compañía Mercantil , de nacionalidad española, "CAVIRO, SOCIEDAD LIMITADA", domiciliada en Avenida Caresmar, número 48.-----

Constituída, por tiempo indefinido, como anónima, con la primitiva denominación de "Caviro, Sociedad Anónima", en escritura autorizada por la Notario que fué de Igualada, Doña María de las Mercedes Martínez Parra, el día 30 de Julio de 1.985, número 415 de su Protocolo, INSCRITA, en el Registro Mercantil de Barcelona, en el tomo 6.539, libro 5.822 de la sección 2ª, folio 102, hoja número 78.510, inscripción 4ª; transformada de Sociedad Anónima en sociedad de Responsabilidad Limitada , en escritura autorizada por el Notario de Igualada, Don José Bauzá Gayá, el día 10 de Mayo de 1.993, número 504 de su Protocolo, INSCRITA, en dicho Registro Mercantil de Barcelona, en el tomo 11.417, folio 171, hoja número B.119.299, inscripción

7ª; y habiendo sido adaptados sus Estatutos Sociales a la vigente Ley 2/1995, de 23 de Marzo, de sociedades de Responsabilidad Limitada, de Regormá Parcial y Adaptación de la legislación mercantil a las Directivas de la comunidad Europea (C.E.E.) en materia de sociedades, en escritura autorizada por el Notario de Igualada, Don José Bauzá Gayá, el día 24 de Mayo de 1.996, número 1.211 de su Protocolo, INSCRITA, en el Registro Mercantil de Barcelona, en el Registro Mercantil de Barcelona, en el tomo 1º1.417, folio 174, hoja B-119.299, inscripción 8ª.-----

Identificada fiscalmente con el nº B-58034000.-----

La señora compareciente, hace uso del poder que la Sociedad "CAVIRO, SOCIEDAD ANONIMA" le confirió en escritura autorizada por el Notario de Igualada, Don José Bauzá Bauzá, el día 14 de marzo de 1989, número 608 de Protocolo, INSCRITA, en el Registro Mercantil, según asegura la compareciente, si bien en este acto no lo acredita, por lo que yo, el Notario hago la oportu-



na advertencia.-----

En dicha escritura, copia auténtica de la cual he tenido a la vista, se faculta a Doña Elisabet Vives Sabaté, para que "en nombre y representación de la Sociedad poderante, PUEDA: =...b) Comprar y vender ... derechos de propiedad industrial y, en general, bienes muebles...=i) Otorgar y firmar cuantos documentos públicos y privados, sean congruentes con las facultades que se confieren en este poder, que deberá ser siempre interpretado con la mayor amplitud."-----

Así resulta de la mencionada copia auténtica, a la que me remito, sin que en lo omitido haya nada que limite, restrinja, o condicione lo inserto, asegurando la señora compareciente la plena vigencia del poder y que no ha variado la personalidad jurídica de la Entidad poderante.-----

Tiene, a mi juicio, en el concepto en el que intervienen, CAPACIDAD para formalizar la presente escritura, ya enunciada, y, a tal efecto, -----

----- E X P O N E N :-----

I.- Don Juan Rojas Mas, que es titular de los derechos de propiedad industrial sobre los signos distintivos, fundamentalmente, marcas,

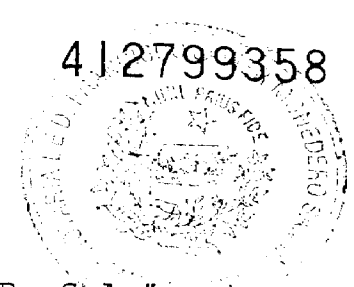
que figuran relacionados en dos bloques de documentos, un primer bloque, bajo el rótulo "ESPAÑA", y un segundo bloque, bajo el rótulo "EXTRANJERO", que se me entregan, a mí, el Notario, para que queden unidos a esta escritura, formando parte integrante de la misma y para su inserto en las copias que de ella se expidan.--

TITULO.- Le pertenecen, según manifiesta, por justos y legítimos títulos, que, llegado el momento, prometen justificar documentalmente donde proceda y a los efectos que procedan.----

CARGAS.- Manifiesta la parte vendedora y, con ello, muestra conformidad la parte compradora, por su parte, que tal bien no está sujeto a embargos, retenciones, sanciones, responsabilidades ni garantías, reales o personales, de clase alguna.-----

ARRENDAMIENTOS.- Manifiestan las partes la existencia de un contrato privado de cesión de uso y licencia de dichas marcas otorgado entre sí en fecha 1 de marzo de 1996.-----

II.- Que las partes encomendaron el estudio de valor de la Marca BUFF y derivadas a la So-



ciudad INTERVALOR-ROUX J.V. INTERVALOR, S.A.",  
 cuyo Informe de Tasación se incopora a la pre-  
 sente por testimonio, formando parte integrante  
 de la misma y para su inserto en las copias que  
 de ella se expidan.-----

Reza el meritado Informe que el valor de las  
 marcas asciende a "517.177 kpts". Empero esta-  
 blecen las partes que el valor de la marca BUFF  
 y derivadas es en realidad el resultan de  
 aplicar al valor de tasación un factor de co-  
 rrección que se fija en un 0'80, ateniendo al  
 factor de riesgo propio de la inmaterialidad  
 del activo -así como de los elementos identifi-  
 cados como debilidades en la citada tasación-,  
 así como a la minoración correspondiente a la  
 ausencia de estructura comercial y para el de-  
 sarrollo general de la marca que se halla insi-  
 ta en la empresa valorada, CAVIRO, S.L., con  
 independencia de la propia marca, a pesar de  
 que en la tasación de continua referencia se  
 asimilan ambos valores -empresa y marca-. Por  
 tanto el valor en que queda establecido tal  
 propiedad industrial es de: -----

----- "517.177 kpts.\* 0,8 = 413.742 kpts.-----

III.- Expuesto cuanto antecede, los compare-  
 cientes, en el concepto en el que intervienen,  
 celebran el enunciado contrato con arreglo a

las siguientes-----

-----ESTIPULACIONES :-----

PRIMERA.- Don Juan Rojas Mas, VENDE y TRANSMITE los derechos de propiedad industrial sobre los signos distintivos, fundamentalmente, marcas, reseñadas en el expositivo "I" de esta escritura, a la Compañía Mercantil "CAVIRO, S.L." que, representada en este acto por su Apoderada, Doña Elisabet Vives Sabaté, las COMPRARA y ADQUIERE, con todos los derechos inherentes y propios de las mismas.-----

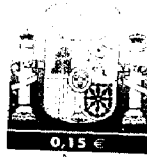
.....

TERCERA.- Lo vendido es transmitido con todos los derechos libres de cargas y gravámenes, al corriente en el pago de toda clase de impuestos y con todos los derechos inherentes y propios de la misma.-----

CUARTA.- La parte vendedora se obliga al saneamiento en caso de evicción o de vicios ocultos de lo vendido, con arreglo a Derecho, entendiéndose conferida a la parte compradora la entrega y posesión de aquello por este otorgamiento.-----

QUINTA.- Los comparecientes, en el concepto

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en el que intervienen, acepta esta escritura y especialmente la parte compradora la venta a su favor otorgada.-----

SEXTA.- Como consecuencia de la presente transmisión queda sin efecto el contrato de cesión de marcas de fecha 1 de marzo de 1996, otorgado entre las partes, habida cuenta la consolidación del dominio de las mismas por parte de la compañía adquirente. A tal efecto dejan establecidas las partes que los cánones correspondientes al ejercicio en curso se hallan incluidos en el precio de transmisión convenido.-----

SEPTIMA.- Los gastos e impuestos que origine este otorgamiento, serán de cargo de la parte compradora, a tal fin las partes manifiestan que la presente escritura está sujeta al Impuesto Sobre transmisiones Patrimoniales, que la parte adquirente liquidara oportunamente.---

----- OTORGAMIENTO Y AUTORIZACION-----

ASI LO DICE Y OTORGA.-----

Leo esta escritura al compareciente, a su elección, informado antes del derecho que tenía a hacerlo por sí o por tercero, le explico las consecuencias que se derivan de las clausulas



de este documento y le advierto del derecho que tiene a ser asesorado, a lo cual me presto, preguntando expresamente al otorgante si tiene alguna duda sobre el texto del documento. El señor compareciente manifiesta que está conforme con el contenido de la escritura, y firma conmigo.-----

Quedan hechas verbalmente las reservas y advertencias legales pertinentes y en particular y a efectos fiscales advierto de las obligaciones y responsabilidades tributarias que incumben a las partes en su aspecto material, formal y sancionador, y de las consecuencias de toda índole que se derivarían de la inexactitud de sus declaraciones; especialmente advierto de lo dispuesto en el Artículo 52 del Texto Refundido de la Ley del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, aprobado por Real Decreto Legislativo 1/1993, de 24 de septiembre, y 114, 2, del Reglamento del Impuesto de Transmisiones Patrimoniales y Actos Jurídicos Documentados, aprobado por Real Decreto 828/1995, de 29 de Mayo, relativo a: --

La obligación de presentar a liquidación copia de esta escritura en la Oficina Liquidadora del Impuesto territorialmente competente, según las normas del Artículo 103 del citado Regla-

02/2002



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mento, en el plazo de treinta días hábiles con-  
tados a partir de hoy, advirtiendo expresamente  
sobre los riesgos y perjuicios que se les pue-  
den ocasionar por el hecho de presentar sus li-  
quidaciones en Oficina Liquidadora no competen-  
te.-----

La afección de los bienes al pago del Im-  
puesto durante el tiempo prevenido en el Artí-  
culo 122 del citado Reglamento del Impuesto So-  
bre Transmisiones Patrimoniales y Actos Jurídi-  
cios Documentados.-----

Y la responsabilidad en la que se incurrirá  
en el caso de no efectuar la presentación.-----

Asimismo, yo, el Notario, informo al otor-  
gante de las obligaciones posteriores al docu-  
mento, aconsejándole la forma de cumplirlas.---

De ello y de todo lo demás consignado en  
este instrumento público, extendido en nueve---

----- folios, de papel del Timbre del Estado  
(de uso exclusivo para documentos notariales),  
serie 3X-números 3007989, 3001057,3001054, 3001053, --  
3001050, 3001049,3007988 , 1935722, y otro folio de -  
igual uso y serie 3S. número 5830783, correspondien-  
te al Cajetin de Liquidación de Arancel, yo, el Nota-  
rio, doy fe. = Están las firmas de los comparecien-  
tes. = Signado: J. Bauzá G. Rubricados. Sellado. -

===== DOCUMENTOS UNIDO: =====

.....

LO ANTERIORMENTE RELACIONADO Y TRANSCRITO, concuerda bien y fielmente con el documento exhibido, al que me remito y devuelvo, sin que lo omitido de la misma por innecesario desvirtúe en forma alguna lo inserto. Y a instancia del exhibente, expido el presente testimonio en seis folios de papel timbrado notarial, números 4I.2.799.393, 4I.2.799.382, 4I.2.799.369, 4I.2.799.358, 4I.2.799.345 y el del presente, que signo, firmo, rubrico y sello, en Madrid, a trece de mayo de dos mil dos.



04/2002



4L0303020



FRANCISCO-JAVIER MONEDERO SAN MARTIN  
NOTARIO  
EDUARDO DATO, 2  
Teléfs. 91 447 94 54 - 58 - 62  
Fax: 91 447 94 53  
28010 - MADRID

YO, FRANCISCO JAVIER MONEDERO SAN MARTIN, NO-  
TARIO DE MADRID, -----

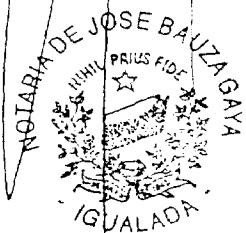
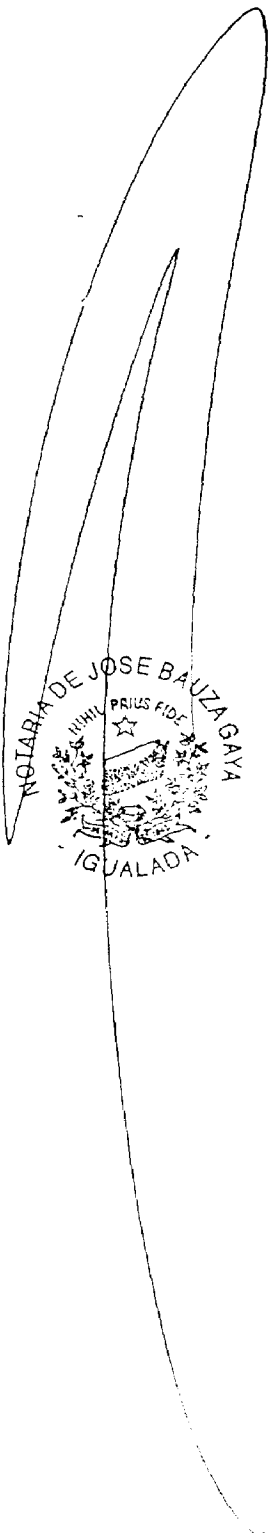
DOY FE: Que por parte interesada se me exhibe  
primera copia de la escritura de compraventa de  
derechos de propiedad industrial sobre signos dis-  
tintos, fundamentalmente, marcas, autorizada por  
el Notario de Igualada, Don José Bauza Gaya, el  
día veintisiete de julio de dos mil uno, bajo el  
número tres mil noventa y uno de orden de su pro-  
tocolo, de la cual transcribo a continuación los  
particulares pertinente. -----

...0...

..0..

.0.

# EEXTRANJERO





NOTARIADO

LO ANTERIORMENTE RELACIONADO Y TRANSCRITO, concuerda bien y fielmente con el documento exhibido al que me remito y devuelvo, sin que lo omitido del misma por innecesario desvirtúe en forma alguna lo inserto. Y a instancia del exhibente y para complementar el testimonio expedido por mi, el día trece de mayo de dos mil dos, libro el presente en dos folios de papel timbrado notarial, números 4L.0.303.020 y el del presente, que signo, firmo, rubrico y sello, en Madrid, a once de julio de dos mil dos.



*[Handwritten signature]*