

FILE: OM-162 AUG 19 2002

08-27-2002

Tab settings



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Send original documents or copy thereof.

To the Honorable Commissioner of Patent and Trademark

1. Name of conveying party(ies):

Omni Quartz, Ltd.

8.19.02

- 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: August 9, 2002

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

Name: Omni Watch & Clock Company, LLC

Internal Address:

Street Address: 140 - 58th Street

City: Brooklyn State: NY ZIP: 11220

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

76/411,884  
~~76/411,885~~

B. Trademark registration No.(s)

1,297,461 2,096,119  
1,776,451 1,983,061  
1,798,641 1,986,114

Additional numbers attached?  Yes  No

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

Name: Bernard Malina

Internal Address: Malina & Wolson

Street Address: 60 East 42nd Street  
Suite 501

City: New York State: NY ZIP: 10165

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-1140

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

08/26/2002 TDIAZ1 00000042 76411884

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01 FC:481 40.00 OP  
02 FC:482 175.00 OP

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.

Bernard Malina

Name of Person Signing

Signature

August 13, 2002

Date

Total number of pages comprising cover sheet:

## ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, OMNI QUARTZ, LIMITED, a corporation duly organized and existing under the laws of New York, having its principal place of business at 140 – 58<sup>th</sup> Street, Suite 6C, Brooklyn, New York 11220, U.S.A. (the “Assignor”) is the sole legal and beneficial owner and has adopted, used and is using the trade marks registered in the United States Patent and Trademark Office as particularized in Schedule 1 attached hereto (the “Trade Marks”); and

WHEREAS, OMNI WATCH & CLOCK COMPANY, LLC, a New York limited liability company with offices at 140 – 58<sup>th</sup> Street, Suite 6C, Brooklyn, New York 11220, U.S.A. (the “Assignee”) is desirous of acquiring the Trade Marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor as beneficial owner hereby assigns and transfers the following to the Assignee absolutely together with all the Assignor’s title, rights and interests including all statutory and common law rights attached thereto and the right to sue for past infringements, and to retain damages obtained as a result of such action in respect of each of them.

- (a) the Trade Marks;
- (b) the goodwill of the business symbolized by and connected with the Trade Marks and the registrations thereof; and
- (c) the right to bring or maintain suit at law or in equity for past infringements of the Trade Marks and to retain for the benefit of the Assignee all damages and settlements arising from the said past infringements.

The Assignor agrees with the Assignee at the direction of the Assignee to execute from time to time any further document(s) and/or take any steps that the Assignee may require from time to time to enable the Assignee to become registered owner of the Trade Marks by any registration authority in the United States or elsewhere in the world.

This Assignment shall be binding upon each party’s successors and assigns.

**SCHEDULE 1**

**PART 1: United States Registered Trade Marks**


<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Class</u></b>	<b><u>Goods</u></b>	<b><u>Registration Date</u></b>
SERGIO VALENTE	1,297,461	14	Horological Instruments Namely, Watches	September 25, 1984
OMNI	1,776,451	14	Watches	June 15, 1993
BEAU BRUMMEL	1,798,641	14	Watches	October 12, 1993
AMERICAN OUTDOOR	2,096,119	14	Watches	September 9, 1997
SPORT-GLO	1,983,061	14	Watches	June 25, 1996
NITE-GLO	1,986,114	14	Watches	July 9, 1996

**PART 2: United States Trade Marks Pending Registration**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Class</u></b>	<b><u>Goods</u></b>
BEAUVAIS	76/411,884	May 24, 2002	14	Watches
TARLETON	76/411,885	May 24, 2002	14	Watches

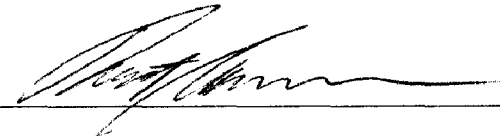
IN WITNESS WHEREOF, the Assignor and the Assignee, expressly intending to be legally bound thereby, have caused this Assignment to be duly executed and its corporate seal affixed thereto this 9 day of August, 2002.

OMNI QUARTZ, LTD.

By: 

Date: AUGUST 9, 2002

OMNI WATCH & CLOCK COMPANY, LLC

By: 

Date: AUGUST 9, 2002

