

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Asst. Commissioner for Trademarks

RE: Our File: T- 37150/37060/37110/37040/37130

2900 Crystal Drive

Arlington, Virginia 22202

1. Name (and address) of conveying party(ies)      2. Name and Address of receiving party(ies)

YVES SAINT LAURENT  
FASHION B.V.  
1096 HA Amsterdam  
Amstelplein 1  
Rembrandttoren 13HG  
  
The Netherlands

YVES SAINT LAURENT  
FRANCE B.V.  
Amstelplein 1  
Rembrandttoren 13HG  
1096 HA  
Amsterdam  
The Netherlands

- |   |   |
|---|---|
| <input type="checkbox"/> Individual                             | <input type="checkbox"/> Individual(s) citizenship              |
| <input type="checkbox"/> Association                            | <input type="checkbox"/> Association                            |
| <input type="checkbox"/> General Partnership                    | <input type="checkbox"/> General Partnership                    |
| <input type="checkbox"/> Limited Partnership                    | <input type="checkbox"/> Limited Partnership                    |
| <input checked="" type="checkbox"/> Corporation-The Netherlands | <input checked="" type="checkbox"/> Corporation-The Netherlands |
| <input type="checkbox"/> Other-                                 | <input type="checkbox"/> Other -                                |

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes     No

3. Nature of conveyance:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Deed Of Assignment; | <input type="checkbox"/> Merger            |
| <input type="checkbox"/> Security Agreement;            | <input type="checkbox"/> Change of Name    |
| <input type="checkbox"/> Other;                         | <input type="checkbox"/> Change of Address |

Execution Date: December 27, 2001

4. Application number(s) or registration number(s): 6

A. Trademark Application No.(s)    B. Trademark Reg.No.(s)

1,699,148  
1,711,127  
1,712,999  
1,712,998  
1,208,578  
1,745,483

Additional numbers attached  Yes  No

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

COLLEN IP  
Intellectual Property Law, P.C.  
The Holyoke-Manhattan Building  
80 South Highland Avenue  
Town of Ossining  
Westchester County, New York 10562

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

- Enclosed  
 Authorized to be charged to deposit account  
 Already submitted

8. Deposit account number:  
03-2465

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

DO NOT USE THIS SPACE

9. 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.

Jess M. Collen

Name of person signing



Signature

January 3, 2003

Date

Total number of pages comprising cover sheet, attachments  
and documents: 16

---

JMC/MC

37150.2

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT  
TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

Official copy of the deed  
of issuance of shares in  
the capital of  
**Yves Saint Laurent France B.V.**  
against a contribution in kind

*Photocopie certifiée conforme à  
l'original qui m'a été représenté*



POUR COPIE  
CERTIFIÉE CONFORME

Executed before  
a deputy of Steven Perrick,  
"notaris" (civil law notary),  
officiating in Amsterdam,  
on 28 December 2001



6

**DEED OF ISSUANCE OF SHARES IN THE CAPITAL OF YVES SAINT LAURENT FRANCE B.V. AGAINST A CONTRIBUTION IN KIND**

On this day, the twenty-eighth day of December two thousand and one appears -----  
before me, Dirk-Jan Jeroen Smit, deputising for Steven Perrick, civil law notary, -----  
officiating in Amsterdam, The Netherlands: -----

Thijs Pieter Flokstra, with office address at 1077 AR Amsterdam, Apollolaan 151, -----  
born in Groningen, The Netherlands, on the first day of October nineteen hundred -----  
and seventy-three, who for the purposes hereof is acting as attorney in writing of: -----

1. **Yves Saint Laurent France B.V.**, a private limited liability company -----  
(*besloten vennootschap met beperkte aansprakelijkheid*) organised under -----  
Netherlands law, having its official seat in Amsterdam, The Netherlands, -----  
and its office address at 7, Avenue George V, 75008 Paris, France (the -----  
*Company*); and -----
2. **Yves Saint Laurent Fashion B.V.**, a private limited liability company -----  
(*besloten vennootschap met beperkte aansprakelijkheid*) organised under -----  
Netherlands law, having its official seat in Amsterdam, The Netherlands, -----  
and its office address at 1096 HA Amsterdam, Amstelplein 1, -----  
Rembrandttoren 13HG, The Netherlands (the *Shareholder*). -----



12

The person appearing, acting as aforementioned, declared the following:-----

**WHEREAS:**-----

- On the twenty-seventh day of December two thousand and one, the Shareholder, acting in its capacity as the Company's sole shareholder, resolved, as a resolution (the *Resolution*) adopted outside of a meeting in accordance with article 25 of the Company's articles of association, (i) to issue one (1) ordinary share, numbered 201, with a nominal value of one hundred euro (EUR 100) (the *New Share*) in the capital of the Company to the Shareholder and (ii) to exclude, insofar as necessary, all existing rights of pre-emption with respect to this issuance; a copy of the Resolution by which the issuance of the New Share was resolved shall be attached to this deed (*Annex*);-----

- The New Share is to be fully paid in by the Shareholder by a non-cash contribution, consisting of the following trademarks and licenses (the *Trademarks and Licenses*):-----

- (i) the full legal and beneficial ownership of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the United States of America, its territories and possessions, and Venezuela, as limited by the license right granted under the License Agreement entered into by the Shareholder as the licensor with Yves Saint Laurent Fashion AG as the licensee on the first day of July nineteen hundred and eighty-seven; and-----
- (ii) the sole and exclusive right to use and license the use of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the territory of Australia and Canada, as acquired pursuant to the License Agreement entered into by the Shareholder as the licensee with Yves Saint Laurent International B.V. as the licensor on the first day of July nineteen hundred and eighty-seven, as limited by the license right granted under the License Agreement entered into by the Shareholder as the licensor with Yves Saint Laurent Fashion AG as the licensee on the first day of July nineteen hundred and eighty-seven.-----

A copy of a document listing the Trademarks and Licenses is attached (*Annex*).-----

- With respect to this non-cash contribution and with respect to the formalities of Section 2:204c of the Netherlands Civil Code, the Company prepared a description (the *Description*) in accordance with Section 2:204b, subsection 1, and Section 2:204c of the Netherlands Civil Code, on the basis of which description Perdaan Den Houting Hendriksen, accountants in Landsmeer, The Netherlands, have prepared an accountants' certificate. All-----



members of the management board of the Company have signed the -----  
Description. A copy of the Description and of the aforementioned -----  
accountants' certificate has been annexed to this deed (*Annexes*). -----  
The Company and the Shareholder will hereby effectuate the issuance of the -----  
New Share and the contribution of the Trademarks and the Licenses on the -----  
terms set out below. -----

**THE COMPANY AND THE SHAREHOLDER HAVE AGREED AS -----  
FOLLOWS: -----**

**CHAPTER I. ISSUANCE OF THE NEW SHARE. -----**

**Article 1. Issuance. -----**

- 1.1 The Company hereby issues the New Share to the Shareholder on the terms -----  
set out in the Resolution and in this deed. The Shareholder hereby accepts -----  
the New Share from the Company. -----
- 1.2 The New Share shall be registered and no share certificate shall be issued for -----  
the New Share. -----
- 1.3 The Company shall register the issuance of the New Share in its register of -----  
shareholders. -----

**Article 2. Obligation to Pay. -----**

- 2.1 The New Share is issued at par and therefore against an obligation to pay -----  
(the *Obligation to Pay*) for the Shareholder of one hundred euro (EUR 100) -----  
and will be fully paid up by means of the contribution of the Trademarks -----  
and the Licenses. -----
- 2.2 If the value of the Trademarks and the Licenses exceeds the Obligation to -----  
Pay, the balance will be considered as non-stipulated share premium (*vrije -----  
agio*). -----

**CHAPTER II. Contribution and transfer of the Trademarks and the Licenses. -----**

**Article 3. Contribution and transfer. -----**

- 3.1 The Shareholder hereby contributes and transfers the Trademarks and the -----  
Licenses to the Company and the Company hereby accepts the same from -----  
the Shareholder. -----
- 3.2 The Shareholder hereby represents to the Company that any further -----  
formalities or transactions, which, pursuant to rules of the laws or other -----  
rules applicable to the Trademarks and the Licenses, are required for a -----  
transfer of the full and unencumbered ownership of the Trademarks and the -----  
Licenses to the Company, shall be effected forthwith. The Company shall, -----  
insofar as necessary, fully cooperate to effect the transfer. -----
- 3.3 If, by this deed, the transfer of the Trademarks and the Licenses to the -----  
Company is not fully effected, the transfer by this deed shall have effect to -----  
the fullest economic extent. As from today, the Trademarks and the -----  
Licenses are entirely for the account and risk of the Company. -----



3.4 As far as the Company and the Shareholder are aware, the value of the Trademarks and the Trademarks has not decreased since the date to which the Description pertains.

**Article 4. Powers of Attorney.**

The Company and the Shareholder hereby grant full and irrevocable power of attorney to each other, and to the management board members of the Company, to each of such individuals and legal entities severally, with the right of substitution, to effect all formalities and transactions referred to in Article 3.2 hereof.

**Article 5. 2:204c of the Netherlands Civil Code.**

Section 2:204c of the Netherlands Civil Code is applicable to the transfer of the Trademarks and licenses. The Shareholder, acting as the sole shareholder of the Company, approved the transaction in the Resolution and the Description and the accountants certificate are attached to this deed. Section 2:204c of the Dutch Civil Code has therefore been complied with.

**Article 6. Rescission ('ontbinding').**

The Company and the Shareholder waive the right to rescind the agreement laid down in this deed, or to demand rescission thereof.

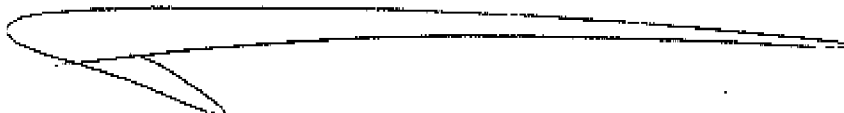
**Power of attorney.**

The power of attorney granted to the person appearing appears from two powers of attorney, which shall be attached to this deed. The existence of the powers of attorney is sufficiently demonstrated to me, deputy civil law notary.

In witness whereof the original of this deed, which shall be retained by me, deputy civil law notary, is executed in Amsterdam, on the date first given in the head of this deed. Having conveyed and amplified the substance of this deed to the person appearing, he has declared that he has taken cognizance of the contents of the deed, that he has agreed to the contents and do not require it to be read out to him in full. Immediately after the reading of those parts of the deed which the law prescribes to be read out, this deed is signed by the person appearing, who is known to me, deputy civil law notary, and by myself, deputy civil law-notary.  
(was signed) T.P. Flokstra; D.J. Smit.



ISSUED FOR TRUE COPY,  
by me, Thijs Pieter Flokstra,  
kandidaat-notaris (deputy civil  
law notary), deputising for  
Steven Perrick, notaris (civil  
law notary), officiating in  
Amsterdam, on 8 January 2002.





## SHAREHOLDER'S RESOLUTION

Paris, December 27<sup>th</sup> 2001

### THE UNDERSIGNED:

Yves Saint Laurent Fashion B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Netherlands law, having its official seat in Amsterdam, The Netherlands, and its office address at 1096 HA Amsterdam, Amstelplein 1 Rembrandttoren 13HG, The Netherlands (the *Shareholder*),

### CONSIDERING THAT

- the Shareholder is the holder of the entire issued share capital of Yves Saint Laurent France B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Netherlands law, having its place of effective management at 7, Avenue George V, 75008 Paris - France (the *Company*);
- the Shareholder wishes to resolve (i) to issue to itself one (1) share, numbered 201, with a nominal value of EUR 100 (the *New Share*) in the capital of the Company and (ii) to exclude, insofar as necessary, all existing rights of pre-emption with respect to this issuance;
- the New Share will be fully paid up by the Shareholder by a non-cash contribution, consisting of:
  - Full legal and beneficial ownership of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the United States of America, its territories and possessions, Venezuela and Benelux, as listed in Annex 1, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987;
  - Sole and exclusive right to use and license the use of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the territory of Australia and Canada, as acquired pursuant to the License agreement entered into with Yves Saint Laurent International BV (Licensor) on the 1<sup>st</sup> day of July 1987, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987, (hereinafter collectively referred to as the *Trademarks*).
- Section 2:204c of the Netherlands Civil Code applies to the acquisition of the Trademarks by the Company and that the Shareholder wishes to approve the acquisition of the Trademarks by the Company, such in accordance with Section 2:204c of the Netherlands Civil Code;

- no certificates of shares in the share capital of the Company have been issued with the co-operation of the Company;
- no shares in the share capital of the Company have been pledged nor encumbered with a right of usufruct;
- the management board of the Company has had the opportunity to advise on the resolutions at stake;

HEREWITH RESOLVES, IN ACCORDANCE WITH ARTICLE 25 OF THE COMPANY'S ARTICLES OF ASSOCIATION:

1. to issue the New Share to the Shareholder:

the New Share is issued at par and therefore against an obligation to pay (*the Obligation to Pay*) for the Shareholder of EUR 100 and will be fully paid up by the contribution and transfer of the Trademarks from the Shareholder to the Company.

If the value of the Trademarks exceeds the Obligation to Pay, the balance will non-stipulated share premium (*vrije agio*);

2. to exclude any existing pre-emptive rights with respect to this issue; and
3. to approve the above-mentioned issuance of the New Share in the Company against the contribution described above for the purposes of Section 2:204c of the Netherlands Civil Code.

IN WITNESS WHEREOF, signed on the day and year and at the place first above written.

Yves Saint Laurent Fashion B.V.



Managing Director

DESCRIPTION, as referred to in article 2:204b, subsection 1, and 2:204c of the Netherlands Civil Code, in respect of the contribution on 1 new share (the *Share*), having a nominal value of EUR 100, in the capital of Yves Saint Laurent France B.V. (the *Company*), having its official seat in Amsterdam, The Netherlands, to be issued to Yves Saint Laurent Fashion B.V.

---

Description:

- Full legal and beneficial ownership in the name of Yves Saint Laurent Fashion BV of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the United States of America, its territories and possessions, Venezuela and Benelux as listed in Annex I, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987.
- Sole and exclusive right to use and license the use of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the territory of Australia and Canada, as acquired pursuant to the License agreement entered into with Yves Saint Laurent International BV (Licensor) on the 1<sup>st</sup> day of July 1987, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987.

Value of the contribution:

EUR 65,000,000.

This amount is based on (i) the appraisal of the trademarks at Euro 130 mln, and (ii) the fact that these trademarks are perpetually licensed to Yves Saint Laurent Fashion AG against a royalty equal to 50% of the revenues earned by the latter company from the exploitation of the trademarks. The burden of this license agreement (subject to which the trademarks are contributed) reduces the value of the trademarks by 50%.

Methods of valuation:

Fair market value

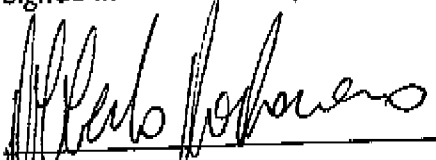
Consideration (*tegenprestatie*):

Issuance of the Share with a value of EUR 100;

Reference date:

The description refers to the situation of the contribution as per 27 December 2001

Signed in two counterparts on 27 December 2001

  
A. Da Passano

---

L. Raffin

**DESCRIPTION**, as referred to in article 2:204b, subsection 1, and 2:204c of the Netherlands Civil Code, in respect of the contribution on 1 new share (the *Share*), having a nominal value of EUR 100, in the capital of Yves Saint Laurent France B.V. (the *Company*), having its statutory seat in Amsterdam, The Netherlands, and its office address at 7, Avenue George V, 75008 Paris, France, to be issued to Yves Saint Laurent Fashion B.V.

---

**Description:**

- Full legal and beneficial ownership of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the United States of America, its territories and possessions, Venezuela and Benclux, as listed in Annex 1, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987.
- Sole and exclusive right to use and license the use of the Yves Saint Laurent trademarks and variations thereof covering all products and services, except Fragrances and Cosmetics, for the territory of Australia and Canada, as acquired pursuant to the License agreement entered into with Yves Saint Laurent International BV (Licensor) on the 1<sup>st</sup> day of July 1987, as limited by the license right granted under the License agreement entered into with Yves Saint Laurent Fashion AG (Licensee) on the 1<sup>st</sup> day of July 1987.

**Value of the contribution:**

EUR 65,000,000.

This amount is based on (i) the appraisal of the trademarks at Euro 130 mln, and (ii) the fact that these trademarks are perpetually licensed to Yves Saint Laurent Fashion AG against a royalty equal to 50% of the revenues earned by the latter company from the exploitation of the trademarks. The burden of this license agreement (subject to which the trademarks are contributed) reduces the value of the trademarks by 50%.

**Methods of valuation:**

Fair market value

**Consideration (tegenprestatie):**

Issuance of the Share with a value of EUR 100;

Reference date:

The description refers to the situation of the contribution as per 27 December 2001

Signed in two counterparts on 27 December 2001

---



A. Da Passano



---

L. Raffin

Renewal and transfer of ownership

TRADEMARK	REGISTRATION NO.	CLASS
YVES SAINT LAURENT RIVE GAUCHE	1 699 148	25
	1 711 127	6,9,14,16,18,24,25,34
YSL	1 712 999	6,9,14,16,18,24,25,34
YVES SAINT LAURENT	1 712 998	6,9,14,16,18,24,25,34
	1 208 578	25
YVES SAINT LAURENT	1 745 483	6,9,14,16,18,24,25,34

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Yves Saint Laurent France B.V.  
Mark : YVES SAINT LAURENT RIVE GAUCHE  
Reg. No. : 1,699,148  
Reg. Date : July 7, 1992  
Class : 25  
Our Ref. : T- 37150

Registrant : Yves Saint Laurent France B.V.  
Mark : YSL (Stylized)  
Reg. No. : 1,711,127  
Reg. Date : September 1, 1992  
Class : 6,9,14,16,18,24,25,34  
Our Ref. : T-37060

Registrant : Yves Saint Laurent France B.V.  
Mark : YSL  
Reg. No. : 1,712,999  
Reg. Date : September 8, 1992  
Class : 6,9,14,16,18,24,25,34  
Our Ref. : T-37030

Registrant : Yves Saint Laurent France B.V.  
Marks : YVES SAINT LAURENT  
Reg. No. : 1,712,998  
Reg. Date : September 8, 1992  
Class : 6,9,14,16,18,24,25,34  
Our Ref. : T-37110

Registrant : Yves Saint Laurent France B.V.  
Marks : YSL (stylized)  
Reg. No. : 1,208,578  
Reg. Date : September 14, 1982  
Class : 25  
Our Ref. : T-37040