

REC'D

10-29-2002

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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102263695

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

1. Name of conveying party(ies):

10-23-02

JM WESTON USA INC

- Individual(s)
- General Partnership
- Limited Partnership
- Corporation -

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

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

Name: SOCIETE FRANCAISE DE CHAUSSURES

Street Address: Rue Nicolas Appert Zone Industrielle Nord 8700 Limoges, France

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation - France
- Other

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other - Retrocession Agreement

Execution Date: 01-31-1990

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,532,054

Additional numbers attached? Yes No

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

Mark Lebow YOUNG & THOMPSON Second Floor 745 South 23rd Street Arlington, VA 22202

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 No. 25-0120 (Attach duplicate copy of this page if paying by deposit account.)

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.

Mark Lebow Name of Person Signing

Signature

October 23, 2002 Date

10/28/2002 LMUELLER 00000223 1532054 01 FC:8521

Total number of pages including cover sheet: [7]

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TRADEMARK REEL: 2606 FRAME: 0242

ENTRE LES SOUSSIGNES :

- Monsieur Gérard DESCOURS, agissant au nom et en qualité de Directeur Général de la Société Anonyme dite "SOCIETE FRANCAISE DE CHAUSSURES" au capital de 12 000 000 francs français dont le siège social est à LIMOGES (FRANCE) Zone Industrielle Nord, immatriculée au Registre du Commerce et des Sociétés de cette ville sous le n° B 332 037 662, habilité à l'effet des présentes aux termes de la délibération du Conseil d'Administration de ladite société du 26 septembre 1989.

D'UNE PART

- Et Monsieur Roger VALADE, "Chairman of the Board" et Président de la Société JM WESTON USA INC incorporée dans l'état du Delaware aux Etats-Unis.

D'AUTRE PART

Ont exposé ce qui suit.

Par acte du 17 octobre 1986, fait à PARIS en cinq exemplaires originaux, la SOCIETE FRANCAISE DE CHAUSSURES à LIMOGES a cédé à la Société JM WESTON USA INC la propriété de la marque JM WESTON + ARC DE TRIOMPHE déposée le 1er avril 1985 sous le n° 530 083 en cours d'enregistrement auprès du UNITED STATES PATENT and TRADEMARK OFFICE à la date de la cession.

La cession portait donc sur la marque JM WESTON + ARC DE TRIOMPHE en cours de dépôt aux USA.

Elle emportait le droit pour le cessionnaire d'utiliser la marque cédée sur l'intégralité du territoire des USA pour la totalité des articles auxquels elle se rapporte, savoir : tous articles chaussants, y compris bottes, souliers, pantoufles, sandales, sabots pour hommes, femmes et enfants (classe de produits 25 de la classification internationale selon l'Arrangement de Nice).

La cession a été consentie pour un prix global de 50 000 US dollars payable comme suit :

- à la signature de l'acte 5 000 \$
- au 31 mars 1987 10 000 \$
- au 30 septembre 1987 10 000 \$
- au 31 mars 1988 25 000 \$

(eu), RW

La SOCIETE FRANCAISE DE CHAUSSURES à LIMOGES a constaté que la société JM WESTON USA INC n'a réglé aucune des sommes figurant à l'acte et ce fait est attesté par les Commissaires aux Comptes de la SOCIETE FRANCAISE DE CHAUSSURES.

La Société JM WESTON USA INC a reconnu de son côté n'avoir versé aucune des sommes stipulées à l'acte.

L'attestation en cause est jointe au présent acte.

Ceci exposé, Monsieur Gérard DESCOURS agissant en nom et en qualité de Directeur Général de la SOCIETE FRANCAISE DE CHAUSSURES, d'une part et Monsieur Roger VALADE "Chairman of the Board" et Président de la Société JM WESTON USA INC incorporée dans l'état du Delaware se sont rencontrés.

Après discussion, ils sont convenus de ce qui suit.

Article 1er -

D'un commun accord, constatant que les engagements pris à l'acte du 17 octobre 1986 n'ont pas été tenus, ils conviennent de résilier purement et simplement la convention susvisée en date du 17 octobre 1986.

De ce fait, la SOCIETE FRANCAISE DE CHAUSSURES dont son siège social est à LIMOGES (FRANCE) recouvre la pleine propriété de la marque JM WESTON + ARC DE TRIOMPHE déposée aux USA et enregistrée aux USA au nom de la société JM WESTON USA INC le 28 mars 1989 sous le n° 1 532 054.

La date d'effet du présent transfert entre les parties sera la date de signature du présent acte.

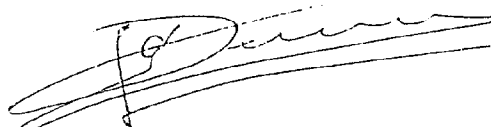
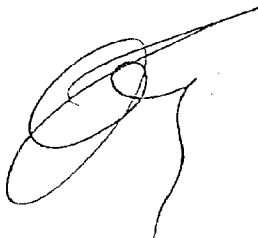
Article 2 -

La SOCIETE FRANCAISE DE CHAUSSURES à LIMOGES déclare faire son affaire des formalités à accomplir auprès du TRADEMARK OFFICE aux USA pour le transfert de propriété de la marque susvisée à son nom. Elle déclare également prendre en charge les frais et honoraires afférents à ce transfert.

Article 3 -

Les parties conviennent expressément que du fait de la résiliation de la Convention en date du 17 octobre 1986, tout contentieux existant entre les parties du fait de la cession de la marque et du non règlement du prix se trouve éteint.

Fait à Limoges,
le 31 janvier 1990
En cinq originaux



VERIFICATION OF TRANSLATION

I, Tom Appich, a translator with Chillson Translating Service, 3530 Chas Drive, Hampstead, Maryland 21074, hereby declare as follows:

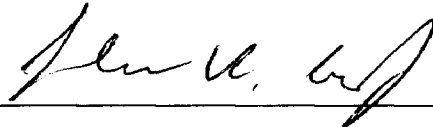
That I am familiar with the French and English languages;

That I am capable of translating from French to English;

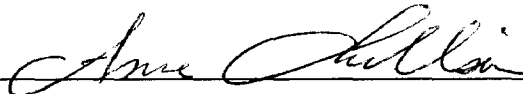
That the translation attached hereto is a true and accurate translation of the French document relating to J.M. WESTON - US Trademark;

That all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true;

And further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any registration resulting therefrom.

By 

Executed this 5 day of Oct. 2002.

Witness 

BETWEEN THE UNDERSIGNED:

-Mr. Gerard DESCOURS, acting on behalf of and as the General Manager of the corporation "SOCIETE FRANCAISE DE CHAUSSURES" with a capital of 12,000,000 French francs, whose corporate headquarters is located in Limoges (France), North Industrial Zone, recorded in the Register of Commerce and Corporations of that city under No. B 332 037 662, authorized for the purposes of the matter at hand by the minutes of the Board of Directors of said company dated 26 September 1989,

PARTY OF THE FIRST PART,

-And Mr. Roger VALADE, "Chairman of the Board" and President of the company JM WESTON USA INC, incorporated in the state of Delaware in the USA,

PARTY OF THE SECOND PART,

have stated the following:

By means of an instrument dated 17 October 1986, done in Paris in five originals, the SOCIETE FRANCAISE DE CHAUSSURES of Limoges granted to the company JM WESTON USA INC ownership of the trademark JW WESTON + ARC DE TRIOMPHE, which was filed under No. 530 08 and was in the process of being registered with the United States Patent and Trademark Office on the date of the transfer.

The transfer thus covered the trademark JW WESTON + ARC DE TRIOMPHE, which was in the process of being filed in the USA.

The transfer involved the right for the transferee to utilize the trademark in question throughout the USA for all items to which it pertained, i.e., all footwear, including boots, flats, slippers, sandals, and clogs for men, women, and children (Product Class 25 of the international classification according to the Arrangement of Nice).

The transfer called for a total price of 50, 000 USD, to be paid as follows:

-at the signing of the instrument.....	\$5, 000
-31 March 1987.....	\$10, 000
-30 September 1987.....	\$10, 000
-31 March 1988.....	\$25, 000

The SOCIETE FRANCAISE DE CHAUSSURES of Limoges has found that the company JM WESTON USA INC has not paid any of the amounts called for by the instrument, and this fact is certified by the auditors of the SOCIETE FRANCAISE DE CHAUSSURES.

The company JM WESTON USA INC has, for its part, acknowledged that it has not paid any of the amounts stipulated in the instrument.

The corresponding certification is attached to this document.

Based on the foregoing, Mr. Gerard DESCOURS, acting on behalf of and as the General Manager of the SOCIETE FRANCAISE DE CHAUSSURES, party of the first part, and Mr. Roger VALADE, "Chairman of the Board" and President of the company JM WESTON USA INC, incorporated in the state of Delaware, have held a meeting.

After discussing the matter, they agreed to the following:

Article 1 --

By common agreement, noting that the commitments entered into through the instrument dated 17 October 1986 have not been upheld, they agree that the above-mentioned contract dated 17 October 1986 shall be cancelled unconditionally.

By virtue of this fact, the SOCIETE FRANCAISE DE CHAUSSURES, having its corporate headquarters at Limoges (France), shall regain full ownership rights to the trademark JW WESTON + ARC DE TRIOMPHE, which was filed and registered in the USA in the name of the company JM WESTON USA INC on 28 March 1989 under No. 1 532 054.

The effective date of this transfer between the two parties shall be the date when this instrument is signed.

Article 2 --

The SOCIETE FRANCAISE DE CHAUSSURES hereby declares that it will handle the formalities required by the U.S. Trademark Office for transferring the ownership of the above-mentioned trademark to its name. The SOCIETE FRANCAISE DE CHAUSSURES also declares that it will be responsible for the fees and expenses associated with the transfer.

Article 3 --

The parties expressly agree that, by virtue of the cancellation of the contract dated 17 October 1986, any dispute that it may exist between the parties in connection with the transfer of the trademark and the failure to pay the amounts due is hereby settled.

Done in Limoges,
31 January 1990
in five originals

/s/

/s/