

Form PTO-1594
(Rev. 10/02)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
Franklin & Marshall S.r.L.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Italian corporation

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

2. Name and address of receiving party(ies)
Name: Franklin & Marshall College
Internal Address:
Address:
Street Address: P.O. Box 3003
City: Lancaster State: PA Zip: 17604-3003

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 5/12/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/175,999

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Scott F. Landis
 Internal Address:
 Barley Snyder Senft & Cohen, LLC
 Street Address: 126 East King Street
 City: Lancaster State: PA Zip: 17602

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:
501581

DO NOT USE THIS SPACE

9. Signature.
 Scott F. Landis  5/20/03
 Name of Person Signing Signature Date

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

EXHIBIT BASSIGNMENT AGREEMENT

This Assignment Agreement is made in Lancaster, Pennsylvania this 12 day of May, 2003, by and between **FRANKLIN & MARSHALL COLLEGE**, having an address of P.O. Box 3003, Lancaster, Pennsylvania 17604-3003 (hereinafter "College"), and **FRANKLIN & MARSHALL S.r.L.**, formerly known as **CORTEZ** or **CORTEZ 1999, S.r.L.**, an Italian Corporation with offices at 37033 Verona, Montorio Via della Segheria 1, (hereinafter "Cortez").

BACKGROUND

WHEREAS, College is an institution of higher education located in the United States of America.

WHEREAS, College has been using its common law rights in the name "Franklin & Marshall" for educational purposes since 1850 and on clothing since 1963 and has established substantial goodwill in connection with the use of the name "Franklin & Marshall".

WHEREAS, College is the owner of a pending trademark application, United States Trademark Application Serial No. 76267400.

WHEREAS, Cortez is a foreign corporation selling clothing directly and through distributors in the USA.

WHEREAS, Cortez is the owner of a pending trademark application, United States Trademark Application Serial No. 76175999.

WHEREAS, there is litigation pending before the United States Patent and Trademark Office and in the Court of Common Pleas of Lancaster County, Pennsylvania, USA between College and Cortez regarding the ownership of the trademark "Franklin & Marshall" and all versions and derivations thereof (the "Trademarks").

WHEREAS, as part of the resolution of the above referenced litigation, College is acquiring the entire right, title, interest in and to the Trademarks.

WHEREAS, it is desired that the assignment of the Trademarks be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Cortez has assigned and transferred, and by these presents does hereby assign and transfer unto College, and its successors and assigns, the entire right, title and interest in and to the Trademarks (including the goodwill of the business associated therewith, together with all rights of action and recovery for past infringement of the Trademarks), the same to be held and enjoyed by College, its successors

and assigns, as fully and entirely as the same would have been held and enjoyed by Cortez had this assignment not been made.

FURTHER, Cortez hereby covenants, agrees and undertakes to execute, whenever requested by College, all applications, assignments, lawful oaths, and any other papers which College may deem reasonably necessary or desirable for securing to College or for maintaining for College all the Trademarks hereby assigned, all without further compensation to Cortez.

FURTHER, if Cortez's application to the United States Patent and Trademark Office (United States Trademark Application Serial No. 76175999) was filed under 15 U.S.C. §1051(b), Cortez warrants that it has filed an amendment to allege use under 15 U.S.C. §1051(c) prior to executing this Assignment Agreement.

FURTHER, Cortez warrants that it has the full and unrestricted right and authority to enter into this Assignment Agreement and that there are no other agreements with any other party in conflict herewith.

FURTHER, if any provision of this Assignment Agreement shall be found by a court to be void, invalid, or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Assignment Agreement.

FURTHER, the parties acknowledge that this Assignment Agreement may be translated into languages other than the English language. The parties acknowledge that the English language version of this Assignment Agreement shall control and be determinative in any dispute or conflict.

FURTHER, this Assignment Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Cortez has caused duly authorized representatives to execute this Assignment Agreement this 12 day of MAY, 2003.

Franklin & Marshall SRL, a.k.a. Cortez

By: 

Sworn to and subscribed :
: before me this ____ day :
: of _____, 2003. :
: _____ :
Notary Public :

BarleySnyder

ATTORNEYS AT LAW

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Fax

Date: May 21, 2003

No. of Pages (including cover): 4

To: PTO Assignment Division

Fax No.: 1-703-306-5995

From: Richard Hansberry

717.399.2161

rhansberry@barley.com

Please process the attached Recordation of Assignment and charge our deposit account for your filing fees. Please sent the filing receipt to our office and call me with any questions.

IN THE EVENT OF A PROBLEM, PLEASE NOTIFY: ANGELA K. KUBALA at ext. 3303

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Barley, Snyder, Senft & Cohen, LLC

TRADEMARK

RECORDED: 05/21/2003

REEL: 002653 FRAME: 0497