

02-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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):

Emilio Pucci S.r.l.

01/28/03

- 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: Emilio Pucci International B.V.

Internal Address: Cattenhagestraat 8a

Street Address: 1411 CT Naarden, Netherlands

City: State: Zip:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/14/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 850256; 1689743; 1675914; 1690242; 838931; 1687909;

Additional number(s) attached Yes No

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

Name: Theodore C. Max, Esq.

Internal Address: Mintz, Levin, Cohn, Ferris,

Glovsky & Popeo, PC

Street Address: Chrysler Center

666 Third Avenue

City: New York State: NY Zip: 10017

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

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Theodore C. Max, Esq.

Name of Person Signing

Signature

January 27, 2003 Date

Total number of pages including cover sheet, attachments, and document:

5

02/11/2003 LMUELLER 00000074 850256

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

01 FC:8521 02 FC:8522

40.00 OP 125.00 OP

TRADEMARK REEL: 002669 FRAME: 0045

Attorney Docket No.: 24876-010

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

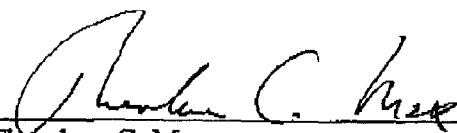
In re Registrations of	:	
	:	
Emilio Pucci International B.V.	:	
	:	
Registration Nos.: 850,256; 1,689,743;	:	BOX ASSIGNMENT
1,675,914; 1,690,242; 838,931 and	:	
1,687,909	:	

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Office of the Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

To The Assistant Commissioner of Trademarks:

Applicant hereby appoints Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Chrysler Center, 666 Third Avenue, New York, New York 10017, as its domestic representative upon whom all documents can be served involving matters and proceedings related to this mark and registration.

By: 
 Theodore C. Max
 Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
 Attorneys for Registrant
 Chrysler Center
 666 Third Avenue
 New York, New York 10017

Date: January 28, 2003

AGREEMENT FOR TRANSFER OF INTELLECUTAL PROPERTY RIGHTS

This Agreement is made this 11 february of 2002 by and between:

EMILIO PUCCI S.R.L. a company organized and existing under the laws of Italy, formerly named PERLA S.r.l. having its registered office at Via dei Pucci n. 6, 50122 Firenze, Italy, represented for the purposes hereof by PIETRO PASOTTI power of attorney inclose "A" (hereinafter referred as the "Assignor"), on the one hand,

and EMILIO PUCCI INTERNATIONAL B.V., a company organized and existing under the laws of the Netherlands having its registered office at 1411 CT Naarden, Cattenhagestraat 8a, The Netherlands, represented for the purposes ereof by Laudomia Pucci di Barsento President, provide of the powers confer from Board of Directors during the meeting 26 january 2002 (hereinafter referred as "The Assignee") on the other hand.

WHEREAS

The Assignor has decided to transfer to the Assignee, who has accepted, the intellectual property rights worldwide (hereinafter the "I.P. Rights") vested by virtue of the merger between PERLA S.r.l. and EMILIO PUCCI S.r.l. of 18 april 2001 referred in Exhibit "B", according to the following Terms and Conditions.

The above transfer concerns all I.P. Rights worldwide, including but not limited to patents, designs, know-how, copyright, trade names, and trademarks in particular the trademark registrations and/or applications listed in Exhibit 2 (hereinafter the "Trademarks") for all goods and/or services claimed, as well as all priority, common law and similar trademark rights relating to the Trademarks.

IT IS HEREBY AGREED AS FOLLOWS:

1. Premises and Exhibits

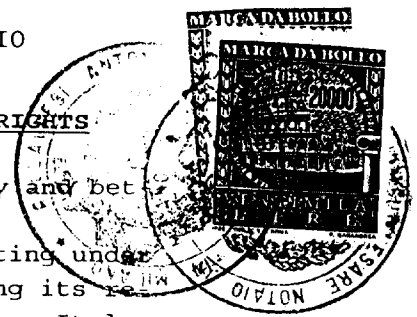
The above premises and attached Exhibits are integral part of the present Agreement.

2. Tranfer

The Assignor hereby trasfers to the Assigee, who accepts, the full and exclusive ownership of the I.P. Rights for a good and valuable consideration of Euros 16.620.000 (sixteen millions and six hundred and twenty) (equivalent to ITL 32.180.998.000) as payment in full.

The warranty given by the Assignor as to the I.P. Rights transferred is limited to their respective status as of the execution date of this Agreement and in particular shall not extend to the outcome of pending proceedings.

Upon execution hereof, the Assignee shall be suboragated in the Assignor's rights and duties in relation to the I.P. Rights.



3. Registration and Taxes

The registration of the present Agreement before any competent Authority including Trademark offices shall be done by the Assignee who shall bear any subsequent cost (including translation fees) and tax.

The parties undertake to register the present Agreement before an Italian Notary Public authorizing him to deliver certified copies thereof and to execute any further deed or document which may prove necessary or advisable in order to record this Agreement before any competent Authority including Trademark Offices.

The parties hereby grant sufficient power to the holder of an original or certified copy of this Agreement to attend to the recordal of this Agreement.

4. Governing Law and jurisdiction

This Agreement and all related rights and obligations shall be governed by and construed in accordance with the Laws of Italy.

Any proceeding and/or legal action arising out of, or in connection with, this Agreement shall be, in the absence of any possibility of amicable settlement between the parties, to the exclusive jurisdiction of the competent Court of Milano.

The Italian version shall prevail on the English version.

This act isn't subject IVA, ex law 633/72 Art. 7/4/E; is subject register fixed tax ex law 131/86 Art. 40.

In Witness Whereof, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

Pietro Pasotti - signed Pietro Pasotti

Laudomia Pucci di Barsento - signed Laudomia Pucci di Barsento

Registered No. 148489

The undersigned Dr. Antonio Gallavresi Notary Public in Milan registered with the Notaries Register of Milan hereby certifies that in absence of witnesses following renunciation by the party Mr. PIETRO PASOTTI, born in Milano on May 9, 1969, residing in Paris XI, 46 Boulevard Richard Lenoir, executive in his quality of lawyer in power of special proxy attorney of "EMILIO PUCCI S.R.L." with its registered offices in Firenze via Dei Pucci n. 6, fiscal code and admission at company register n. 02921100968, whose identity I am certain signed before me this deed at the foot of the page and at the side of the other page and the enclosure.

Milan, 11 february 2002

signed Antonio Gallavresi

Registered No.148529/15970

The undersigned Dr. Antonio Gallavresi Notary Public in Milan



registered with the Notaries Register of Milan hereby certifies that in absence of witnesses following renunciation by the party Miss LAUDOMIA PUCCI DI BARSENTO, born in Firenze on September 16, 1961, residing in Firenze via Dei Pucci n. 6, President of "EMILIO PUCCI INTERNATIONAL B.V.", a company organized and existing under the laws of the Netherlands, with its registred offices in 1411 CT Naarden, Cattenhagen straat 8a, Olanda, Firenze via Dei Pucci n. 6, whose identity I am certain signed before me this deed at the foot of the page and at the side of the other page and the enclosure.
Milan, Via Pietro Mascagni n. 30, today 14 february 2002
signed Antonio Gallavresi

Antonio Gallavresi



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[Handwritten signature]