

FORM PTO-1584 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TMD5/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

T-4751/2/4

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HTM Sport S.P.A.

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

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

3. Nature of conveyance:

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

Execution Date: January 16, 2003

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

Name: Head Technology GmbH

Internal Address:

Street Address: Wuhrkopfweg 1

City: Kennelbach

ZIP: 6921

Country: Austria

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

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 numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

845,338  
910,976  
1,484,264

Additional numbers attached?  Yes  No

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

Name: Stewart L. Gitler

Internal Address: HOFFMAN, WASSON & GITLER, PC

Street Address: 2361 Jefferson Davis Highway

Suite 522

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2455

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.

Stewart L. Gitler

Name of Person Signing

Signature

October 23, 2003

Date

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

10

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 082455 0845338

APPOINTMENT OF  
DOMESTIC REPRESENTATIVE

Assignee appoints Stewart L. Gitler, a member of the Bars of New York, the District of Columbia and Virginia, whose postal address is:

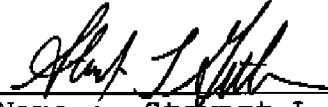
HOFFMAN, WASSON & GITLER, PC  
2361 Jefferson Davis Highway  
Suite 522  
Arlington, Virginia 22202

to be its domestic representative upon whom notice or process in proceedings affecting the below marks may be served.

<u>Registration No.</u>	<u>Mark</u>
845,338	SAN MARCO
910,976	SAN MARCO
1,484,264	DOPPIA S

HEAD TECHNOLOGY GMBH

10-23-03  
Date

  
Name : Stewart L. GITLER  
Title: Attorney for Assignee

**TRADEMARK, PATENT and KNOW HOW ASSIGNMENT**

ASSIGNMENT OF TRADEMARKS AND PATENTS (the "Assignment") made as of May 1, 2003 by **HTM Sport S.P.A.**, an Italian corporation having its principal place of business at Salita Bonsen 4, I-16035 Rapallo, Italy ("Assignor") to **Head Technology GmbH**, an Austrian corporation having its principal place of business at Wuhrkopfweg 1, 6921 Kennelbach, Austria ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and patents and know how related to the business of Brixia as set forth in particular on **Schedule I and II** hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in the relevant filing offices of certain countries as set forth in particular on Schedule I and II, (collectively, the "Assigned Trademarks and Patents relating to the Business of Brixia" and hereinafter referred to as "Assigned Trademarks and Patents"); and

WHEREAS, Assignee desires to purchase and acquire all Assignor's rights, title and interest in and to the Assigned Trademarks and Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**ASSIGNMENT**

Assignor does hereby sell and transfer wholly and entirely to Assignee and Assignee herewith accepts such sale and transfer of

- all rights, title and interest of Assignor in and to the Assigned Trademarks and Patents and know-how related thereto, the registrations and applications for registration thereof;
- all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and
- all rights, interests, claims and demands recoverable in law or otherwise, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks and Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages;

the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

## **REPRESENTATIONS AND WARRANTIES**

Assignor herewith represents and warrants that each of the registered Assigned Trademarks and Patents is valid and enforceable, legally owned by and validly granted to Assignor, free from any license, encumbrance, restriction on use or disclosure obligation.

Renewal fees payable in respect of the registered Assigned Trademarks and Patents have been duly paid. Each other action to maintain and protect the registered Assigned Trademarks and Patents has been taken.

There is, and has been no infringement of any of the Assigned Trademarks and Patents.

## **PURCHASE PRICE**

The purchase price for the assignment of the Trademarks and Patents is based on an independent appraisal made by PWC and has been mutually agreed between the parties to amount to:

€ 134.000,- for the Trademarks as enlisted in Schedule I

€ 200.000,- for the Patents as enlisted in Schedule II

and shall be transferred to Assignor's account until July 15, 2003 at the latest.

## **FILING OF REGISTRATIONS**

The costs of filing the change of ownership with the respective patent and trademark offices throughout the countries where the Assigned Trademarks and Patents are registered shall be borne by Assignee.

Assignor hereby agrees that Assignor shall execute and deliver to Assignee such additional instruments, documents, signatures and take such other action as shall be necessary or otherwise reasonably requested by Assignee to assure the effective registration and change of ownership of the Assigned Trademarks and Patents.

## **GENERAL PROVISIONS**

This Assignment, its validity, interpretation, performance and effect shall be governed by, and construed in accordance with, the laws of Austria, without giving effect to the conflict of laws rules thereof. Questions concerning the registration of the assignment of the Trademarks and Patents shall be governed by the respective jurisdiction of the country where they are registered.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

HTM Sport SpA  


30-9-03

Head Technology GmbH  


30-9-03

SCHEDULE I

ST OF TRADEMARKS

HTM SPORT SPA - BRIXIA DIVISION - TRADEMARKS LIST

Nr.	Trademarks	Trademarks Variants	Countries
1	SANMARCO	Key Trademark SanMarco Nominative SanMarco Stylized Doville S Stylized Ikea SanMarco	Australia Italy International Italy International Italy
2	<del>REXON</del>	International Italy	International Italy
3	MYMARI	Old figurative Nominative Munari with device Key Trademark Munari & design Munari Tech & Colors Figurative M figurative M. Munari Figurative	Canada International International Italy Japan Sweden Canada Japan Sweden International Italy France Norway Latvia Lithuania Swiss Estonia Denmark Estonia Finland International Italy USA
4	CYBER	Nominative	Latvia Lithuania Sweden Norway Sweden
5	<del>COFFEE</del>	Figurative	Latvia Lithuania Norway Sweden
6	<del>JAN</del>	Figurative	Latvia Lithuania Norway Sweden
7	<del>STARTRX</del>	Figurative	Latvia Lithuania Norway Sweden
8	<del>TRIM</del>	Nominative Figurative	Latvia Lithuania Norway Sweden

Country UNITED STATES

Mark DOUBLE S (stylized) KEY TRADEMARK  
(MARK 43)

Owner HTM SPORT SPA  
Via Cerisola Borghetto 37,  
16035 Rapallo (Genova)  
Italy

Application No. 679540

Application Date August 20, 1987

Registration No. 1484264

Registration Date April 12, 1988

Expiration Date April 12, 2008

Renewed on April 12, 1994, issued on March 11, 1994

Goods: Class 18  
Tote, bags, duffel bags and backpacks.  
Class 25 Clothing, namely hats, shirts,  
boots and shoes.  
Class 28 Skiboats.

Tote bags, duffel bags and backpacks, in cl. 18  
(U.S. cl. 3). First use 1984; commerce 1984.  
Clothing - namely, hats, shirts, boots and  
shoes, in Class 25 (U.S. Cl. 39). First  
use 1984; commerce 1984. Ski boots, in  
Class 28 (U.S. Cl. 39). First use 1984;  
commerce 1984.

Registrant: Sanmarco International S.p.A. (Italy joint  
stock company) Via Montello 73, 31031  
Caerano di San Marco (Treviso) Italy

Agent Finpatent S.r.l.  
Corso del Popolo, 70  
30172 Venezia Mestre  
Tel. (041) 987.660 - Tlx 410644 PATLAW I  
- Fax (041) 982.185



Country UNITED STATES

Mark (MARK 46) SAN MARCO KEY TRADEMARK

Owner HTM SPORT SPA  
Via Cerisola Borghetto 37,  
16035 Rapallo (GE)  
Italy

Application No. 169484

Application Date May 22, 1963

Registration No. 845338

Registration Date March 5, 1968

Expiration Date March 5, 2008

1° Renewal on March 5, 1988

Goods: Class 22 USA  
Ski boots - Amended to: ski boots, in Class  
22 - per amendment dated April 23, 1968.

Remarks : First use September 21, 1954; in commerce  
September 21, 1954 Owner of Italian  
Registration No. 123104 dated May 2, 1955.

Registrant: Santo Tessaro, doing business as Calzaturificio  
di Santo Tessaro, and Calzaturificio di Sante  
Tessaro Caerano di San Marco (Treviso) - Italy.

Assignment to: San Marco International S.r.l. (a limited liability  
corp.). The change of the name was recorded on June  
5, 1987, Reel 0564, Frames 637-641.

Agent Finpatent S.r.l.  
Corso del Popolo, 70  
30172 Venezia Mestre  
Tel. (041) 987.660 - Tlx 410644 PATLAW I -  
Fax (041) 982.185

Country UNITED STATES

Mark (MARK 47) SAN MARCO KEY TRADEMARK

Owner HTM SPORT SPA  
Salita Bonsen, 4,  
16035 Rapallo (Genova)  
Italy

Application No. 364594

Application Date July 7, 1970

Registration No. 910976

Registration Date April 6, 1971

Expiration Date April 6, 2010

1°Renewal on April 6, 1991, issued on March 18, 1991.

2°Renewal on December 2000

Goods: Class 39 USA (Int. Cl. 25)  
Shoes and boots

Remarks : First use as early as the year 1960; in  
commerce as early as the year 1960.  
Owner of United State Registration  
No.845338.

Registrant: Santo Tessaro, doing business as  
Calzaturificio di Santo Tessaro, and  
Calzaturificio di Sante Tessaro Caerano  
di San Marco (Treviso) - Italy

Assignment to: San Marco International S.r.l. (a limited  
liability corp.) Via Montello 73, Caerano  
di San Marco (Treviso) -Italy. The change  
of the name was recorded on June 5, 1987,  
Feel 0564, Frames 637-641.

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