

06-30-2004



Form PTO-1594 (Rev. 03/01) **01-28-03 RECO TR** 102735927  
 OMB No. 0651-0027 (exp. 5/31/2002)  
 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):  
BAUME + MERCIER SA.

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

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

2. Name and address of receiving party(ies)  
 Name: RICHMONT INTERNATIONAL SA  
 Internal Address: \_\_\_\_\_  
 Street Address: 10 ROUTE DES BICHES  
VILLARS-SUR-CLANE State: SWITZERLAND  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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: 4-1-002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) SEE ATTACHED SHEETS  
 B. Trademark Registration No.(s) SEE ATTACHED SHEETS

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 27 APPLICATIONS 26 D.R.  
16 REGISTRATIONS

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: HELEN M. O'SHAUGHNESSY  
 Internal Address: \_\_\_\_\_  
 Street Address: 2 EAST 62 STREET  
 City: NEW YORK State: N.Y. Zip: 10022

7. Total fee (37 CFR 3.41)..... 730.00 665.  
 Enclosed PREVIOUSLY SUBMITTED D.R.  
 Authorized to be charged to deposit account

DO NOT USE THIS SPACE

9. Signature.  
HELEN M. O'SHAUGHNESSY Helen M. O'Shaughnessy 6/28/04  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 10

06/30/2004 ECOOPER 00000127 76447066  
 01 FC:8521 40.00 OP  
 02 FC:8522 625.00 OP

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

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the Matter of:  
**Baume & Mercier SA**

Application No. : 76447066 filed on April 08, 2002  
Application No. 75/667520 filed on October 30, 1999  
Application No. 76/184051 filed on December 20, 2000  
Application No. 76/367635 filed on February 07, 2002  
Application No. 76/196739 filed on January 18, 2001  
Application No. 76/219779 filed on March 05, 2001  
Application No. 75/246739 filed on February 24, 1997  
Application No. 76/447066 filed on April 08, 2002  
Application No. 76/345946 filed on December 07, 2001  
Application No. 76/395027 filed on April 08, 2002  
Pending application for HAMPTON 10

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

Richemont International SA hereby appoints Helen M. O'Shaughnessy, whose postal address is 2 East 52<sup>nd</sup> Street, New York, NY 10022, United States of America, is designated representative on whom notices or process in proceedings affecting the mark may be served. Please forward all correspondence pertaining to these applications to :

Helen M. O'shaughnessy  
2 East 52<sup>nd</sup> Street  
New York, New York 10022

Respectfully submitted,

Richemont International SA

By: Albert KAUFMANN 

Title: President

Date: September 30, 2002

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re the Matter of:  
Baume & Mercier SA**

Registration No. 1558942 filed on July 18, 1986  
Registration No. 1638818 filed on March 01, 1990  
Registration No. 644569 filed on January 09, 1956  
Registration No. 1081643 filed on June 13, 1977  
Registration No. 2020357 filed on June 23, 1995  
Registration No. 2507468 filed on October 16, 1998  
Registration No. 2614580 filed on March 05, 2001  
Registration No. 2183587 filed on March 03, 1997  
Registration No. 2206320 filed on February 02, 1996  
Registration No. 2061058 filed on April 24, 1996  
Registration No. 1264896 filed on August 03, 1981  
Registration No. 1324386 filed on March 29, 1984  
Registration No. 1732884 filed on June 14, 1990  
Registration No. 1428302 filed on July 03, 1985  
Registration No. 1633645 filed on May 18, 1989  
Registration No. 1648796 filed on May 09, 1990

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

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2 East 52<sup>nd</sup> Street  
New York, New York 10022

Respectfully submitted,

Richemont International SA

By: Albert KAUFMANN

Title: President

Date: September 30, 2002

## ASSIGNMENT OF TRADEMARKS AND HALLMARKS

This Assignment is made as of the 1<sup>st</sup> day of April 2002, by, and among Baume & Mercier SA, a company organized and existing under the laws of Switzerland and having its address at rue Le Royer 9, 1227 Genève (hereinafter referred to as "the Assignor")

and

Richemont International SA, a corporation organized and existing under the laws of Switzerland and having its address at 10, Route des Biches, Villars-sur-Glâne (hereinafter referred to as "the Assignee").

### PREAMBLE

WHEREAS the Assignor is the owner of registered and unregistered trade marks, and of registered hallmarks (hereinafter referred to as "the Intellectual Property Rights").

WHEREAS the Assignor is the registered proprietor of Trade Marks in a number of countries as set forth in List A attached to this Assignment (hereinafter referred to as "the Registered Trade Marks").

WHEREAS the Assignor is the registered proprietor of Hallmarks as set forth in List B attached to this Assignment (hereinafter referred to as "the Registered Hallmarks").

WHEREAS the Assignor has made application for registration of the Intellectual Property Rights in a number of countries as set forth in List C attached to this Assignment (hereinafter referred to as "the Trade Mark Applications").

WHEREAS the Assignee agrees to purchase, and the Assignor agrees to sell to the Assignee all right, title and interest in and to the Intellectual Property Rights.

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

1. The Assignor hereby assigns unto the Assignee ALL the property, right, title and interest in the Intellectual Property Rights and/or the Registered Trade Marks and the Registered Hallmarks, TOGETHER with the goodwill of the business attached thereto, AND ALL the benefit of the Trade Mark Applications, to the intent that upon such Trade Marks, or any of them being in order for registration or protection, this Assignment shall operate to vest the same or such of them as shall be accepted for registration or protection in the Assignee TOGETHER with the goodwill attached thereto.
2. The Assignor represents and warrants to the Assignee that it has, where applicable, good and valid title to all Intellectual Property Rights being conveyed.
3. The Assignor warrants in favour of the Assignee that at the date hereof, the Trademark Applications are subsisting and that nothing has been done nor has any event occurred whereby the same may be declared void or invalidated. The Assignor does not however warrant the applications will be registered or protected.

4. The Assignor hereby assigns, transfers and conveys to the Assignee all rights to institute or maintain legal proceedings, or to secure legal and/or administrative relief, in respect of any infringement of, or other unauthorised use in relation to the Intellectual Property Rights which may have arisen or accrued prior to the effective date of this Assignment.
5. The Assignor undertakes, without additional consideration, to execute and/or to procure the execution and delivery of all assignment deeds, transfer documents, acquittances, acknowledgements, powers of attorney, as well as any other documents deemed necessary or appropriate by the Assignee to enable due recordal of the Assignment to be effected and completed in favor of the Assignee in all jurisdictions to which this Assignment relates.
6. The Assignor further undertakes to execute, and/or have executed, any and all documentation necessary to confirm and/or to maintain in full force and effect any license records, authorised use records, wherever necessary or appropriate to effectuate in full the Assignment herein.
7. The Assignor appoints and constitutes the Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of such Assignor in relation to any purpose or action necessary or appropriate to effectuate and/or confirm the Assignment herein. For the purposes of recordal of the effects of the Assignment with the competent intellectual property administrations of the countries concerned, the Assignee authorizes Marc Friaan and Bernard Ibos having their address for business purposes at Berkeley Intellectual Property Services, 8, Boulevard James-Fazy, 1211 Geneva 2, to represent said Assignee and to act for and on its behalf both jointly and separately.

*M* *Ca*  
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Executed in two originals on September 30, 2002 by the parties as indicated hereunder.

**BAUME & MERCIER SA**

By:  .....

Richard Lepou  
Director

By:  .....

Cédric Bossert  
Director

**RICHEMONT INTERNATIONAL SA**

By:  .....

Albert Kaufmann  
President

**Public Notary**

.....