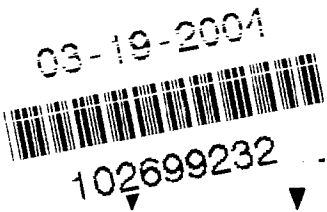


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼

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):

Andrelux S.A.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ of France
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sale of Entire company business
- Merger
- Change of Name

Execution Date: 6/2/98

2. Name and address of receiving party(ies)

Name: Le Tanneur & Compagnie

Internal

Address: _____

Street Address: 1028 Avenue de la Gare

City: Bort Les Orges State: FR Zip: 19100

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Company of France

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 number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,106,372

Additional number(s) attached Yes No

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

Name: Donald L. Dennison

Internal Address: Dennison, Schultz Dougherty &

Macdonald

Suite 105

Street Address: 1745 King Street

City: Alexandria State: VA Zip: 22314

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to credit card ~~deposit account~~

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Donald L. Dennison

Name of Person Signing

Signature

March 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

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

03/18/2004 LMUELLER 00000187 2106372

01 FD:8521

40.00 DP

TRADEMARK REEL: 002932 FRAME: 0231

SALE OF BUSINESSES

OCCURRING WITHIN THE FRAMEWORK OF THE LAW OF 25 JANUARY 1985 ON
THE COURT-ORDERED REORGANISATION OF BUSINESSES, AS MODIFIED BY
THE LAW OF 10 JUNE 1994

BETWEEN THE UNDERSIGNED:

1. The company ANDRELUX INDUSTRIE S.A., a public limited company with capital of 39,339,300 FRF, the head offices of which are located in PARIS (75019) at 12 Place de l'Argonne, registered with the PARIS Register of Trade and Commerce under the number B 348 862 467 (88 B 14193), for which Mr. François BELOT is the Chairman of the Board of Directors, and *hereby represented by Mr. Jean TAMA subsequent to a power of attorney of which a copy shall remain appended to these presents,*
2. The company ANDRELUX S.A., a public limited company with capital of 52,253,000 FRF, the head offices of which are located in PARIS (75019) at 12 Place de l'Argonne, registered with the PARIS Register of Trade and Commerce under the number B 320 825 300 (88 B 09748), represented for the purposes of these presents by Mr. Jean TAMA, Chairman of the Board of Directors,

Both subject to court-ordered reorganisation subsequent to the 24 July 1997 decision of the Commercial Court of Paris,

Mr. François BELOT and Mr. Jean TAMA being assisted by legal counsel in the person of Gérard PHILIPPOT, court-appointed administrator with offices in PARIS (75008) at 60 Rue de Londres, as designated by the 24 July 1997 decision, and moreover, having all of the powers required for the implementation of the plan, in compliance with the provisions of the decision of 5 November 1997 which established the sale plan;

Hereinafter referred to collectively as "THE SELLER" or "THE ASSIGNOR"

PARTY OF THE FIRST PART

AND

The company LE TANNEUR & COMPAGNIE, a public limited company with capital of 15,000,000 FRF, the head offices of which are located in BORT LES ORGUES (19100) at 1028 Avenue de la Gare, registered with the TULLE Register of Trade and Commerce under the number B 414 433 797, as represented by the chairman of its board of directors, Mr. Hervé DESCOTTES, duly authorised for the purposes of these presents;

Hereinafter referred to as "THE BUYER" or "THE ASSIGNEE";

PARTY OF THE SECOND PART

(illegible stamp)

SALE OF BUSINESSES

The companies ANDRELUX S.A. and ANDRELUX INDUSTRIE S.A., represented by the Chairmen of their respective Boards of Directors and assisted by Mr. Gérard PHILIPPOT, ex officio, sell to the BUYER, as accepted by Mr. Hervé DESCOTTES, ex officio, the elements listed below and belonging to the companies ANDRELUX S.A. and ANDRELUX INDUSTRIE S.A., namely:

I - INTANGIBLE ELEMENTS

- ◇ the corporate names ANDRELUX and ANDRELUX INDUSTRIE,
- ◇ the various studies, archives, documentation, technical and commercial information, the client and supplier files belonging to the companies ANDRELUX S.A. and ANDRELUX INDUSTRIE S.A., *with the understanding that neither the SELLER nor Mr. PHILIPPOT, ex officio, provide any guarantee as to the exhaustive nature of the delivery of the said elements, which the BUYER accepts;*
- ◇ the intellectual or industrial property or co-property rights belonging to the companies ANDRELUX S.A. and ANDRELUX INDUSTRIE S.A., notably the trade marks, licences, patents, logos, designs, models, know-how, whether registered or not with the Institut National de la Propriété Industrielle (National Industrial Property Institute), as well as the concessions, *with the understanding that neither the SELLER nor Mr. PHILIPPOT, ex officio, provide any guarantee relative to these rights, and neither do they certify that they are all currently valid, which the BUYER accepts;*

The sale of the above-mentioned trade marks includes, notably, the right to initiate legal proceedings against any third party for acts of counterfeiting of the trade marks sold and which may have occurred prior to the date of these presents.

As of 6 November 1997, the SELLER and Mr. Gérard PHILIPPOT, ex officio, subrogate the BUYER in all their rights and actions, and in all litigation for which the trade marks sold may be the subject, which the BUYER has the option of undertaking, taking over or continuing for his benefit and at his risks, both as plaintiff and as defendant, with the further understanding that the BUYER cannot withdraw, without the prior agreement of the SELLER and of Mr. Gérard PHILIPPOT, ex officio, from any action pending on the date of the taking of possession.

**FORMALITIES SUBSEQUENT TO THE SALE OF INTELLECTUAL OR
INDUSTRIAL PROPERTY RIGHTS**

The BUYER undertakes to carry out, both in France and abroad, at his expense and under his responsibility, the formalities with the national or international trade mark and patent registries, and with all concerned bodies..., required for the purposes of transferring to his name the intellectual and industrial property rights indicated above.

FEES AND EXPENSES

All of the fees and expenses arising from these presents et seq. shall be borne by the BUYER, who expressly agrees to this.

SIGNED IN PARIS

IN THE YEAR ONE THOUSAND NINE HUNDRED AND NINETY EIGHT

ON 2 JUNE,

IN SEVENTEEN COPIES, INCLUDING ONE FOR REGISTRATION, ONE FOR THE INPI FORMALITIES FOR THE TRANSFER OF THE TRADE MARKS, AND ONE FOR EACH LESSOR

And after a reading of the document by the writer of these presents, the above-named parties signed:

FOR THE SELLER

Mr. Gérard PHILIPPOT, ex officio
(signature)

For the company ANDRELUX

Mr. Jean TAMA
(signature)

For the company ANDRELUX INDUSTRIE

Mr. François BELOT
represented by Mr. TAMA

(signature)

For the BUYER, ex officio

Mr. Hervé DESCOTTES
also intervening in a personal capacity in
order to guarantee the execution of the plan
(signature)

In 59 pagesWords crossed out (nil)Lines crossed out (nil)Words added (nil)Lines added (nil)References (nil)

Certified true copy

MR. SABATIER

(signature)

4 September 1998

Les sociétés ANDRELUX SA et ANDRELUX INDUSTRIE SA, représentées par leur Président du Conseil d'Administration respectif, assistés de Maître Gérard PHILIPPOT, ès-qualités, vendent à L'ACQUEREUR, ce qui est accepté par Monsieur Hervé DESCOTTES ès-qualités, les éléments ci-après désignés dépendant des entreprises ANDRELUX SA et ANDRELUX INDUSTRIE SA, savoir :

I - ELEMENTS INCORPORELS

les noms commerciaux ANDRELUX et ANDRELUX INDUSTRIE :

les différentes études, archives, documentations, les renseignements techniques et commerciaux, les fichiers clients et fournisseurs appartenant aux sociétés ANDRELUX SA et ANDRELUX INDUSTRIE SA, sans que le VENDEUR et Maître PHILIPPOT, ès-qualités, puisse apporter une quelconque garantie sur la remise exhaustive desdits éléments, ce que L'ACQUEREUR accepte ;

les droits de propriété ou co-propriété intellectuelle ou industrielle appartenant aux sociétés ANDRELUX SA et ANDRELUX INDUSTRIE SA, notamment marques, licences, brevets, logos, dessins, modèles, savoir-faire, déposés ou non à l'Institut National de la Propriété Industrielle, de même que les concessions, sans que le VENDEUR et Maître PHILIPPOT, ès-qualités, puisse apporter une quelconque garantie quant à ces droits ni certifier qu'ils sont tous en cours de validité à ce jour, ce que L'ACQUEREUR accepte ;

La cession des marques sus-visées comprend notamment le droit de poursuivre en justice tout tiers pour faits de contrefaçon des marques cédées qui auraient pu être commis antérieurement à la date des présentes.

Le VENDEUR, et Maître Gérard PHILIPPOT, ès-qualités, subrogent L'ACQUEREUR, à compter du 6 novembre 1997, dans tous ses droits et actions, pour tous litiges dont les marques cédées pourraient être l'objet, que L'ACQUEREUR aura la faculté d'entreprendre, de reprendre ou de continuer à son profit, à ses risques, tant en demande qu'en défense, étant cependant précisé que L'ACQUEREUR ne pourra se désister d'une action pendante à la date d'entrée en jouissance sans recueillir préalablement l'accord du VENDEUR et de Maître PHILIPPOT, ès-qualités.

FORMALITES CONSECUTIVES A LA CESSION DES DROITS DE PROPRIETE INTELLECTUELLE OU INDUSTRIELLE

L'ACQUEREUR s'engage à accomplir, tant en France qu'à l'étranger, à ses frais et sous sa responsabilité, les formalités auprès des registres nationaux et internationaux des marques, brevets, et tous organismes concernés ..., aux fins de faire transférer à son nom les droits de propriété intellectuelle et industrielle ci-dessus énoncés.

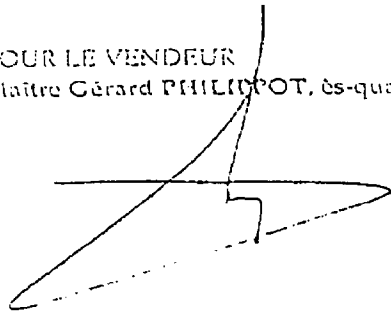
FRAIS ET HONORAIRES

Tous les frais, droits et honoraires des présentes, et leurs suites et conséquences, sont à la charge de L'ACQUEREUR, qui s'y oblige expressément.

FAIT A PARIS
 L'AN MIL NEUF CENT QUATRE VINGT DIX HUIT
 ET LE 2 JUILLET
 EN DIX-SEPT EXEMPLAIRES DONT UN POUR L'ENREGISTREMENT UN POUR LES
 FORMALITES DE TRANSFERT DES MARQUES A L'INPI ET UN POUR CHAQUE BAILLEUR

Et, après la lecture de l'acte qui leur a été faite par le rédacteur des présentes, les parties
 sus-nommées ont signé :

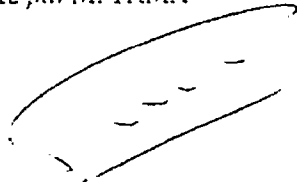
POUR LE VENDEUR
 Maître Gérard PHILIPPOT, *ès-qualités*



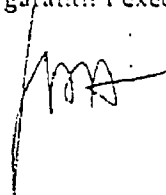
Pour la société ANDRELUX
 Monsieur Jean TAMA



Pour la société ANDRELUX INDUSTRIE
 Monsieur François BELOT
représenté par M. TAMA



POUR L'ACQUEREUR *ès-qualités*
 Monsieur Hervé DESCOTTES
 qui intervient également à titre personnel
 à l'effet de garantir l'exécution du plan



Sur 59 pages
 Mots rayés nuls _____
 Lignes rayées nulles _____
 Mots rajoutés _____
 Lignes rajoutées _____
 Renvois _____

Copie certifiée conforme

M. SABATIER

Le 4 septembre 1998