

05-31-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

5/26/05

RECORDED
TR

103011498

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 Karl Lagerfeld
 Millefiori, 1 Rue des Genets
 Monte Carlo, Monaco

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

Citizenship (see guidelines) _____

Execution Date(s) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Asian and Western Classics B.V.
 Internal
 Address: _____

Street Address: Johannes Vermeerplein 11
 City: Amsterdam DV 1071
 State: _____
 Country: Netherlands Zip: _____

Association Citizenship Je soussigné Me Bertrand CHARDON
 General Partnership Citizenship notaire à PARIS
 Limited Partnership Citizenship certifie véritable la signature de
 Corporation Citizenship M. KARL LAGERFELD
 Other _____ Citizenship apposée ci-dessous
PARIS, le 15 avril 2005

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark

A. Trademark Application No.(s)
76/459646

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LAGERFELD GALLERY

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

Name: Jade H. J. Huang, Esq.
 Internal Address: 11th Floor
 Street Address: 25 W. 39th Street,
 City: New York
 State: N.Y. Zip: 10018
 Phone Number: 212-548-1511
 Fax Number: 212-548-1968
 Email Address: jhuang@tommy-usa.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 50-3174 (5017)
 Authorized User Name Nancy Fischer

9. Signature: _____ 11 3 2005
 Signature _____ Date _____
Karl Lagerfeld
 Name of Person Signing _____

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003166 FRAME: 0546

AMENDED AND RESTATED
TRADEMARK TRANSFER AGREEMENT

Between

Mr. KARL LAGERFELD, a German national born on September 10, 1933, unmarried and domiciled at Millefori, 1 rue des Genêts, Monaco ("Mr. KL")

And

ASIAN AND WESTERN CLASSICS B.V., a *besloten vennootschap* organized and existing under the laws of the Netherlands, having its registered office at Johannes Vermeerplein 11, 1071 DV Amsterdam, the Netherlands ("Asian")

Mr. KL and Asian are hereinafter individually called a "Party" and together called the "Parties".

WITNESSETH

WHEREAS, Mr. KL is the owner of the trademarks set forth in Exhibit A (the "KL Trademarks");

WHEREAS, in the absence of any agreement, the KL Trademarks have been used free of charge on or prior to the date hereof by Asian and Western Classics B.V and/or Lagerfeld Gallery SARL and/or KL S.A.M. (the "Companies") and/or their respective licensees, sub-licensees officers, employees and/or affiliates;

WHEREAS, Mr. K.L. and TOMMY HILFIGER EUROPE B.V. together with certain related parties have entered into (i) that certain Sale and Purchase Agreement (the "SPA") dated December 7, 2004 and, in furtherance of the SPA, (ii) that certain trademark transfer agreement dated January 21, 2005 (the "Transfer Agreement");

WHEREAS, in consideration for the mutual covenants and undertakings set forth in the SPA, and without prejudice to the terms of the SPA, Mr. KL has agreed to sell and assign the KL Trademarks to Asian, and Asian has agreed to purchase the KL Trademarks and to hereby reiterate their respective undertakings in connection therewith;

WHEREAS, the Parties wish to amend and restate the Transfer Agreement as follows in order to correct certain erroneous registration references stated therein.

NOW, THEREFORE, in consideration of the premises and covenants set forth below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 - TRANSFER

Mr. KL transfers to Asian, who accepts, the entire and full ownership of the KL Trademarks.

ARTICLE 2 - CONSIDERATION

The present transfer is made and accepted for the global price of 7,099,000 US dollars, for which Mr. KL hereby gives good and valuable receipt.



ARTICLE 3 – PAST USE OF THE KL TRADEMARKS

It is expressly agreed, for the avoidance of doubt, that in consideration for the undertakings of Asian hereunder and under the SPA, Mr. KL waives and renounces to any right or claim relating to the past use and exploitation by the Companies, their respective employees or officers, licensees, sub-licensees and/or affiliates of the KL Trademarks.

ARTICLE 4 – REGISTRATION FEES – FILING

This transfer will have effect vis-à-vis third parties by its filing with any trademark or intellectual property office in any jurisdiction (including the French *Registre national des marques*).

Any fees and taxes in connection therewith shall be paid by Asian.

ARTICLE 5 – POWER OF ATTORNEY

The holder of a copy of this deed of transfer shall have all rights to proceed with all proper filings with any trademark or intellectual property office in any jurisdiction.

ARTICLE 6 - MISCELLANEOUS

This deed of transfer shall be governed by, and construed in accordance with, the laws of France, without regard to the rules of conflict thereof.

This deed of transfer is made without prejudice to the provisions of the SPA and is entirely subject thereto.

In particular, any dispute arising out of this agreement shall be settled according to the arbitration procedure set forth in the SPA.

This Amended and Restated Trademark Agreement shall take effect on January 21, 2005, the date on which the Transfer Agreement was executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date first above written.

Executed on 02/15/2005

In two (2) original counterparts

Mr. Karl Lagerfeld:



For Asian and Western Classics B.V.:

Name: 
Title:

Ann Acierno
President of New Business

ac

KL Trademarks

Trade Mark	Country	Registration	Classification	Date of Application
Fan vignette	Canada	Registered Reg. No. 393381	9, 14, 18, 25	January 31, 2007
		Registered Int'l Reg. No. 487965	9, 14, 16, 18, 21, 24, 25, 34	August 30, 2014
		Registered Reg. No. 78121	9, 14, 16, 18, 21, 24, 25, 34	September 25, 2014
Karl Lagerfeld	Norway	Registered Reg. No. 124902	9, 14, 16, 18, 21, 24, 25, 34	April 24, 2006
	Turkey	Registered Reg. No. 83667	9, 14, 16, 18, 21, 24, 25, 34	September 03, 2014
	Germany	Registered Int'l Reg. No. R420852	25	February 18, 2016
	Benelux	Registered Int'l Reg. No. R420852	25	February 18, 2016
	Switzerland	Registered Int'l Reg. No. R420852	25	February 18, 2016
	WIPO	Registered	25	February 18, 2016

aa



			Intl' Reg. No. R420852			
	France		Registered Reg. No. 1363247	25		September 26, 2005
	Norway		Registered Reg. No. 96987	25		July 22, 2006
	Monaco		Registered Reg. No. 2R9415354	9, 14, 16, 18, 24, 25, 34		March 27, 2014
	Macao		Registered Reg. Nos.			
			3159M	14		January 25, 2005
			3160M	18		January 25, 2005
			3161M	24		January 25, 2005
			3162M	25		January 25, 2005
KL + Lagerfeld vignette <i>KL</i> Lagerfeld	Germany, Benelux, Italy, Switzerland, WIPO		Registered Intl' Reg. No. R437562	9		May 19, 2008
KL vignette	Canada		Registered Reg. No. 384776	9, 14, 18, 25		May 24 2006

FF

aa



L square
vignette

Lagerfeld

Monaco

Registered
Reg. No.
0122431

9, 18, 25

April 24, 2011

Turkey

Germany, Austria, Benelux, Spain,
France, Italy, Lichtenstein, Morocco,
Serbia-Montenegro, Switzerland,
Tunisia, WIPO

Registered
Reg. No. 83706
Registered
Int'l Reg. No.
487964

9, 14, 16, 18, 21, 24, 25,
34

September 3, 2014

Norway

Registered
Reg. No.
126928

9, 14, 16, 18, 21, 24, 25,
34

April 24, 2006

Monaco

Registered
Reg. No.
2R9415353

9, 14, 16, 18, 24, 25, 34

March 27, 2014

Australia, Russia, Ukraine, Egypt,
Norway, Singapore, Switzerland,
Turkey, WIPO

Registered
Int'l Reg. No.
785887

9, 18, 25

July 29, 2012

CTM

Registered
Int'l Reg. No.
2786911

9, 18, 25

July 24, 2012

Saudi Arabia

Pending
Appl No.
80272

9

Not Available

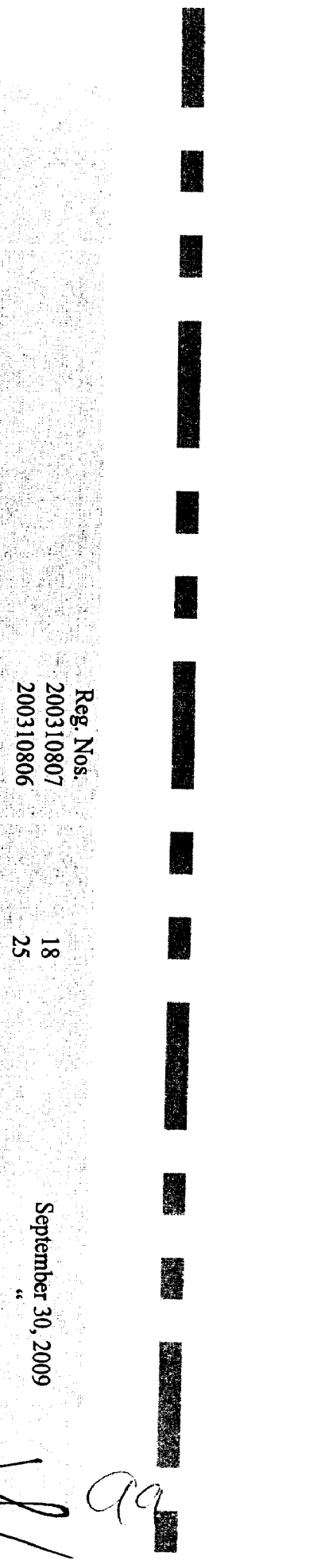
Lagerfeld
Gallery

80273

18

Not Available

	80274	25	Not Available
Canada	Appl. No. 1175944	9, 18, 25	Not Available
United States	Appl. No. 76/459646	9, 18, 25	Not Available
Kuwait	Appl. No. 58497-99	9, 18, 25	Not Available
Philippines	Appl. No. 4-2002-007056	9, 18, 25	Not Available
Thailand	Appl. No. 520146	9	Not Available
	520147	18	Not Available
	520148	25	Not Available
The United Arab Emirates	Registered Reg. Nos. 41802	9	December 18, 2012
	41801	18	December 18, 2012
	41800	25	December 18, 2012
Lebanon	Registered Reg. No. 91515	9, 18, 25	August 30, 2017
Hong Kong	Registered		



Reg. Nos.
200310807 18
200310806 25
September 30, 2009

Pending
Appl. No. 9
15366/2002
Not Available

France
Registered
Reg. No. 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 41, 42
00/3001661
January 17, 2010

Monaco
Registered
Reg. No. 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 41, 42
9718626
July 22, 2007

Taiwan
Registered
Reg. No. 25
1067458
August 15, 2008

Registered
Reg. No. 18
1066782
September 30, 2008

Pending
Appl. No. 91-9
039409
Not Available

LG oval



Germany, Austria, Benelux, Cyprus, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Eire, Italy, Jersey, Leetonia, Lithuania, Malta, Poland, Portugal, Czech Republic, United Kingdom, Slovakia, Slovenia, Sweden, European Union

Pending (since April 2003) 9, 16, 18, 21, 24, 25
CTM Appl. No. 3144144
Not Available
Registered 16, 18, 25
Reg. No. 00.21080
November 17, 2009
Monaco

99

The look of the show	Monaco	Registered Reg. No 00,21078	3	May 26, 2009
LG vertical lines vignette	Germany, Austria, Benelux, Cyprus, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Eire, Italy, Jersey, Leetonia, Lithuania, Malta, Poland, Portugal, Czech Republic, United Kingdom, Slovakia, Slovenia, Sweden, European Union	Pending (since July 2003) CTM Appl. No. 3293701	8, 9, 16, 18, 21, 24, 25	Not Available
	Monaco	Registered Reg. No. 03- 23608	8, 9, 16, 18, 21, 24, 25	April 16, 2013