

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Momo S.r.l.		11/06/2006	JOINT STOCK COMPANY: ITALY
RECEIVING PARTY DATA			
Name:	Momo Design S.r.l.		
Street Address:	Via G. Meda 45		
City:	20141 Milano		
State/Country:	ITALY		
Entity Type:	JOINT STOCK COMPANY: ITALY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2842987	MOMO	
Registration Number:	1486719	MOMO	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 638-6666		
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Correspondent Name:	John Clarke Holman		
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Address Line 2:	Jacobson Holman PLLC		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	T35365US0		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Clarke Holman

Signature:

/John Clarke Holman/

Date:

02/08/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

between

MOMO s.r.l., a company organized and existing under the Italian laws, having its registered office at Via Boschetti 6, I-20121 Milano, Italy, here represented by Massimo Ciocca, in his office of managing director
(hereinafter referred to as "Assignor")

on one side

and

MOMO DESIGN s.r.l., a company organized and existing under the Italian laws, having its registered address at Via G. Meda 45, I-20141 Milano, Italy, here represented by Roberto Mayer, vice-president
(hereinafter referred to as "Assignee")

on the other side

Assignor and Assignee jointly referred also to as "Parties" and singularly "Party"

WHEREAS

- A) On September 5, 2006 the Parties entered into a framework agreement ("Agreement") aimed to implement a reorganization of the respective trademarks worldwide;
- B) Article 5 of the Agreement states that the Parties enter into some total or partial trademark assignments in different Countries;
- C) The Assignor has the undivided and exclusive ownership of the trademarks mentioned in Schedules A and B in articles 1.1. and 1.2. (the "Trademarks");
- D) The Assignee intends to acquire, in U.S.A., the whole or partial ownership of the Trademarks;

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. OBJECT

1.1. Assignor **assigns and transfers** to Assignee, which accepts, the full, total and exclusive ownership of the Trademarks reported in schedule A below, together with the goodwill of the business pertaining thereto, without any restriction and with all the rights and burdens deriving from the same.



SCHEDULE A

Country	Trademark	Registration No.	Filing date / Granting date	Registered class(es)
U.S.A.	momo	2,842,987	Dec. 19, 2002 / May 18, 2004	16
U.S.A.	MOMO	1,486,719	Feb. 2, 1987 / May 3, 1988	9, 14, 16, 18, 25, 34



1.2. Assignor assigns and transfers to Assignee, which accepts, the partial ownership of the Trademarks reported in schedule B below, limited to the classes and/or specific goods belonging to the same class cited below.

SCHEDULE B

Country	Trademark	Registration No.	Filing date / Granting date	Registered Classes	Wholly assigned classes	Partially assigned classes, limited to the following specific goods
U.S.A.		1,742,790	July 17, 1990 / Dec. 29, 1992	9, 12, 16, 25	9, 16, 25	
U.S.A.		1,206,114	Aug. 6, 1981 / Aug. 24, 1982	12		12 - steering-wheels for boats

2. CONSIDERATION

2.1. As a consideration for such assignment and transfer, the Assignee pays the Assignor the sum of Euro 4.000,00 which has to be paid at the signing of the Agreement.

3. BURDENS AND CHARGES

3.1. All the cost for procedure and expenses necessary for recording the present Agreement at the US Patent and Trademark Office shall be charged in equal measure on the Parties pursuant to article 16.3 of the framework agreement mentioned in the premises.

4. WARRANTIES

4.1. Assignor declares that, to the best of its knowledge, the Trademarks cited in Schedules A and B of articles 1.1. and 1.2. do not infringe trademarks owned by third parties and / or other exclusivity rights owned by third parties and that, on the signing date of the present agreement, no claims to this extent have been submitted by third parties.

4.2. Without prejudice of the provisions of item 4.1. above, the Assignor is not liable if, the Trademarks have been transferred, third parties submit claims with respect to alleged infringements and / or with regard to alleged infringements of exclusivity rights by the Trademarks

Place Milano, date November 6, 2006

Assignor
MOMO s.r.l.

Assignee
MOMO DESIGN s.r.l.