

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
SCHIAPARELLI, INC.		05/30/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	INTERBASIC HOLDING S.A.		
Street Address:	2, Rue Joseph Hackin		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1746		
Entity Type:	JOINT STOCK COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0307089	SCHIAPARELLI	
Registration Number:	1510128	SCHIAPARELLI	
Registration Number:	2372880	SCHIAPARELLI	
Registration Number:	2274673	SCHIAPARELLI	
Serial Number:	78523663	SCHIAPARELLI	
Serial Number:	78728929	SCHIAPARELLI	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9497600404		
Email:	efiling@kmob.com		
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	JACBA116.005/006/007TUS		

CH \$165.00 0307089

DOMESTIC REPRESENTATIVE

Name: KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Stacey R. Halpern
Signature:	/Stacey R. Halpern/
Date:	09/19/2007

Total Attachments: 15

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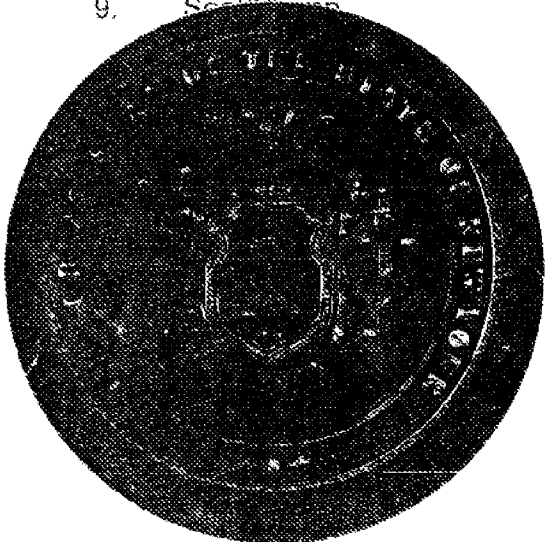
Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: **United States of America**
This public document
2. has been signed by **Gloria D'Amico**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **Queens**

Certified

5. At New York, New York
6. the 21st day of June 2007
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10265926B
9. Seal/Stamp
10. Signature



James Bizzarri

James Bizzarri
Special Deputy Secretary of State

04135985 RSL (REV. 2/6/96)

DEED OF ASSIGNMENT

This Assignment is made on this 30th day of May, 2007

BY AND BETWEEN:

SCHIAPARELLI, INC., a corporation organized and existing under the laws of the State of New York with its registered office at 14 Vanderverter Avenue, Port Washington, New York, 11050-3341, and with business office *c/o* Corrado Montgomery, 730 Fifth Avenue, New York, New York 10019, United States of America

(hereinafter the "Assignor"), of the one part

AND

INTERBASIC HOLDING S.A., a joint stock company incorporated under the laws of Luxembourg, with registered office at 2, Rue Joseph Hackin, L-1746 Luxembourg, Luxembourg

(hereinafter the "Assignee"), of the other part

WHEREAS, The Assignor and the Assignee have reached an agreement for the assignment to the latter of all Trademark Applications and Registrations owned by the Assignor and included in the Annex 1 attached to the present Deed

IT IS HEREBY AGREED

AS FOLLOWS

1. Recitals and Exhibits

The foregoing recitals and the attached Annex 1 are an integral part of this deed.

2. Assignment

- 2.1 The Assignor hereby assigns to the Assignee, who accepts, the full and exclusive ownership of all Trademark Applications and Registrations whose rights belong to the Assignor, in several countries, as per Annex 1 attached hereto.

- 2.2 The Assignor hereby assigns to the Assignee, together with the Trademark Applications and Registrations referred above, each and every right related to the marks which are the subject of said Trademark Applications and Registrations, including all common law or similar trademark rights, any copyright on any trademark or part thereof, the goodwill of the business connected to and symbolised by the Trademark Applications and Registrations, including the goodwill acquired prior to the application for registration, the right to take over and continue the existing oppositions, both active and passive, judicial actions against infringers, and any other already existing judicial action, or to begin new ones, even if concerning rights, or breach of rights, prior to this assignment.

By virtue of this Deed of Assignment the Assignee shall succeed the Assignor in all rights or obligations arising out of contracts to which the Assignor is a party such as, but without limitation, active and passive licence agreements and coexistence agreements.

2.3 The Assignor, moreover, assigns to the Assignee all information and the know-how which may be useful and necessary to maintain the quality of the goods bearing the assigned Trademarks.

2.4 In consideration of the present agreement, the assignee will pay to the assignor, upon receipt of invoice, the amount of Four Hundred Fifty-Five Thousand (\$455,000.00) U.S. Dollars.

3. Miscellaneous

3.1 The parties execute this deed before a Notary Public and expressly authorize him to deliver certified copies thereof, together with excerpts of the attached lists, as will prove necessary, from time to time, in order to proceed to recordal in the name of the Assignee of the assigned Trademark Registrations and Applications with the Trademark Office of any country, as well as for any other use which may become necessary by either party.

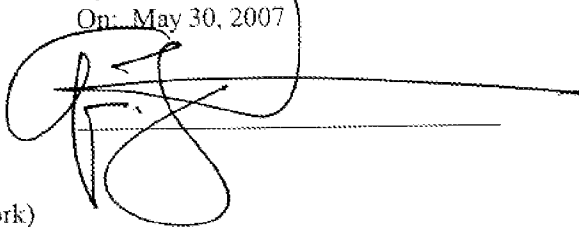
3.2 This Deed of Assignment shall be governed by, and construed in accordance with, the laws of Luxembourg, without regard to the conflict of laws principles thereof.

3.3 The parties undertake to execute any further deed or document which may prove necessary or advisable in order to record the assignment in any country.

3.4 The parties hereby grant sufficient power to the holder of an original or a certified copy of this assignment to proceed to the recordal of this deed with the Trademark Office of any country where this assignment shall be recorded.

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed on the date set forth beneath its name below.

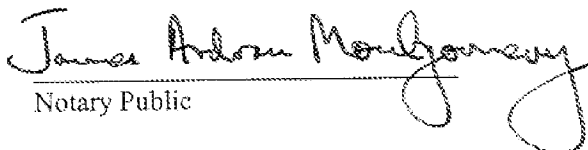
SCHIAPARELLI, INC.
By: Giacomo J. Corrado, As President
On: May 30, 2007



State of New York)
) ss:
County of New York)

On May 30, 2007, before me, a Notary Public duly commissioned and qualified, in and for the state aforesaid, personally came Giacomo J. Corrado, personally known to me, and known to me to be the person described in and who executed the foregoing deed, and acknowledged to me that he executed the same; and being by me duly sworn, did depose and say that he is the President of Schiaparelli, Inc.

Subscribed and Sworn to before me
this 30th day of May, 2007


Notary Public

JAMES ANDREW MONTGOMERY
Notary Public for New York
State of New York
Chemung County
Commission Expires Jan. 22, 2011

State of New York }
County of Queens } ss:

No. 132933

Form 1

I, GLORIA D'AMICO, Clerk of the County of Queens, and Clerk of the Supreme Court in and for said county, the same being a court of record having a seal, DO HEREBY CERTIFY THAT

James Andrew Montgomery
whose name is subscribed to the annexed original instrument has been commissioned and qualified as a NOTARY PUBLIC



and has filed his autograph signature in this office and that he/she was at the time of taking such proof or acknowledgment or oath duly authorized by the laws of the State of New York to take the same; that he is well acquainted with the handwriting of such public officer or has compared the signature on the certificate of proof or acknowledgment or oath with the autograph signature filed in his office by such public officer, and he believes that the signature on the original instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this

.....day of JUN 21 2007.....

Gloria D'Amico
County Clerk, Queens County

INTERBASIC HOLDING S.A.

By:

On: 20.07.2007, Luxembourg

Marco Dijkerman

Patrick van Denzen

Director

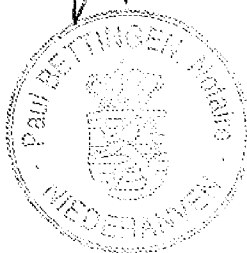
Director

Marco Dijkerman

Proxyholder

The undersigned Paul BETTINGEN, civil law notary residing in Niederanven (Grand-Duchy of Luxembourg) hereby certifies the authenticity of the signature(s) apposed here-above and certifies that these persons are duly authorised to sign for the company.

Seingeben, the 27th of July 2007



APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Pays: Grand-Duché de Luxembourg

Le présent acte public

2. a été signé par M^r Bettingen P.

3. agissant en qualité de notaire

4. est revêtu du sceau / timbre de

5. à Luxembourg Attesté le 27 JUL 2007

7. par Ministère des Affaires Etrangères

8. sous No 22745A107

9. Sceau / timbre: 10. Signature



Paul KIRTZ
Inspecteur Principal
Bureau des Passeports,
Visas et Légalisations

Annex 1

Trademark Applications and Registrations owned by Schiaparelli, Inc.

Country	Wording	Status	Application Date	Application Number	Reg. Date	Reg. Number	Renewal Deadline	Int. Classes
AUSTRALIA	ELSA ES and Device	Registered	26/10/2005	673792	26/10/2005	673792	9/27/2015	25
AUSTRALIA	SCHIAPARELLI and Device	Registered	25/10/1997	125387	25/10/1997	125387	10/25/2007	25
AUSTRALIA	SCHIAPARELLI and Device	Registered	05/12/1997	546941	05/12/1997	546941	12/6/2007	14
AUSTRALIA	SCHIAPARELLI and Device	Registered	17/02/1998	551093	17/02/1998	551093	2/26/2008	18
BRAZIL	SCHIAPARELLI and Device	Pending application	28/05/1981	810514702				25

CANADA	SCHIAPARELLI and Device	Registered	11/01/1995	239140	11/01/1995	239140	1/11/2010	25
CHILE	SCHIAPARELLI and Device	Registered	25/04/2001	525729	21/08/2001	602162	8/21/2011	25
CHILE	SCHIAPARELLI and Device	Registered	31/05/2000	488340	12/09/2000	576375	9/12/2010	18
CHINA	SCHIAPARELLI and Device	Registered	10/07/2001	558413	10/07/2001	558413	7/10/2011	25
CHINA	SCHIAPARELLI and Device	Registered	30/09/2001	567025	30/09/2001	567025	9/30/2011	25
DENMARK	SCHIAPARELLI and Device	Registered	05/09/2000	3372/1980	05/09/2000	3372/1980	9/5/2010	09 14 18 25
EUROPEAN UNION	SCHIAPARELLI and Device	Registered	26/05/1997	580910	13/07/1999	580910	5/26/2007	14 18 25
GERMANY	SCHIAPARELLI and Device	Registered	03/09/2004	684394	03/09/2004	684394	9/3/2014	25

GREAT BRITAIN	SCHIAPARELLI and Device	Registered	04/07/2003	733224	04/07/2003	733224	8/18/2013	25
GREAT BRITAIN	SCHIAPARELLI and Device	Registered	25/04/2003	728017	25/04/2003	728017	3/15/2013	25
HONDURAS	SCHIAPARELLI and Device	Registered	12/01/1998	14796	12/01/1998	14796	1/12/2008	25
HONG KONG	SCHIAPARELLI and Device	Registered	22/08/2002	595/1968	22/08/2002	595/1968	8/22/2016	25
INDONESIA	SCHIAPARELLI and Device	Registered	20/10/1997	411083	20/10/1997	411083	10/20/2007	25
INDONESIA	SCHIAPARELLI and Device	Registered	20/10/1997	411084	20/10/1997	411084	10/20/2007	03
IRELAND	SCHIAPARELLI and Device	Registered	23/03/1998	58616	23/03/1998	58616	3/23/2008	25
ITALY	SCHIAPARELLI	Renewal under way, awaiting registration	06/09/2004	TO2004C00 2617			9/7/2014	25

JAPAN	SCHIAPARELLI IN KATAKANA CHARACTERS	Registered	08/05/2001	41488/01	08/11/2002	4619302	11/8/2012	03 06 08 10 14 18 21 25 26
JAPAN	SCHIAPARELLI IN KATAKANA CHARACTERS	Registered	23/03/2001	26645/01	21/12/2001	4531265	12/21/2011	25
JAPAN	SCHIAPARELLI IN KATAKANA CHARACTERS	Registered trademark awaiting certificate	05/03/2007	3268716	13/03/2007	3268716	3/12/2017	09
JAPAN	SCHIAPARELLI and Device	Registered	01/08/2006	3190607	08/08/2006	3190607	8/30/2016	24
JAPAN	SCHIAPARELLI and Device	Registered	13/07/2004	2688069	20/07/2004	2688069	7/29/2014	03 06 08 10 14 18 21 25 26
JAPAN	SCHIAPARELLI and Device	Registered	17/11/2004	2699487	24/11/2004	2699487	11/30/2014	25
NETHERL ANTILLES	SCHIAPARELLI and Device	Registered	23/01/2002	D-8144	23/01/2002	9002	9/10/2014	25
NEW ZEALAND	ELSA ES and Device	Registered	03/07/2002	254088	03/07/2002	254088	9/27/2016	25
NEW ZEALAND	SCHIAPARELLI and Device	Registered	10/05/2002	84429	10/05/2002	84429	6/29/2016	25

NEW ZEALAND	SCHIAPARELLI and Device	Registered	13/02/1998	208418	13/02/1998	208418	2/26/2012	18
NEW ZEALAND	SCHIAPARELLI and Device	Registered	20/01/1998	207753	20/01/1998	207753	1/23/2012	14
PANAMA	SCHIAPARELLI	Registered	02/02/2000	11409	02/02/2000	11409	8/7/2009	L25
PHILIPPINES	SCHIAPARELLI and Device	Pending application	09/11/1994	4-1994-095285				25
PHILIPPINES	SCHIAPARELLI and Device	Registered	09/11/1994	4-1994-098405	04/05/2000	4-1994-098405	5/4/2010	25
PUERTO RICO	SCHIAPARELLI and Device	Registered	15/08/1997	10226	15/08/1997	10226	8/15/2007	25
REP. OF SOUTH AFRICA	SCHIAPARELLI and Device	Registered	01/09/1998	54/2680	01/09/1998	54/2680	9/1/2008	25

SINGAPORE	SCHIAPARELLI and Device	Registered	10/07/2001	T80/02996Z	10/07/2001	T80/02996Z	7/10/2011	25
SOUTH KOREA	SCHIAPARELLI and Device	Registered	24/05/2000	447700	07/08/2000	70257	7/12/2010	24 25 26
SWEDEN	SCHIAPARELLI and Device	Registered	17/12/2004	77270	17/12/2004	77270	12/17/2014	03 14 18 24 25
TAIWAN R.O.C.	SCHIAPARELLI and Device	Registered	16/07/2000	136338	16/07/2000	136338	7/16/2010	25
U.S.A.	SCHIAPARELLI and Device	Registered	29/05/2004	307089	29/05/2004	307089	10/17/2013	10 25 26
U.S.A.	SCHIAPARELLI and Device	Registered	15/07/1987	73/672254	25/10/1988	1510128	10/25/2008	18
U.S.A.	SCHIAPARELLI and Device	Registered	13/09/1999	75/797896	01/08/2000	2372680	8/1/2010	25

U.S.A.	SCHIAPARELLI and Device	Registered	19/10/1993	74/450052	31/08/1999	2274673	8/31/2009	25
U.S.A.	SCHIAPARELLI and Device	Pending application published	29/11/2004	78/523663				18 25
U.S.A.	SCHIAPARELLI and Device	Pending application published	03/04/2003	76/503714				25
U.S.A.	SCHIAPARELLI and Device	Pending application published	03/04/2003	76/503715				25
U.S.A.	SCHIAPARELLI and Device	Pending application published	07/10/2005	78/728929				25