

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the execution date of the assignment previously recorded on Reel 003624 Frame 0123. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| SCHIAPARELLI, INC. | | 07/20/2007 | 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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9497600404
 Email: efilings@kmob.com
 Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP
 Address Line 1: 2040 Main Street, 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

CH \$165.00 0307089

ATTORNEY DOCKET NUMBER:

JACBA116.005/6/7/8/9TUS

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:

10/23/2007

Total Attachments: 18

source=Jacba116 Assign#page1.tif
source=Jacba116 Assign#page2.tif
source=Jacba116 Assign#page3.tif
source=Jacba116 Assign#page4.tif
source=Jacba116 Assign#page5.tif
source=Jacba116 Assign#page6.tif
source=Jacba116 Assign#page7.tif
source=Jacba116 Assign#page8.tif
source=Jacba116 Assign#page9.tif
source=Jacba116 Assign#page10.tif
source=Jacba116 Assign#page11.tif
source=Jacba116 Assign#page12.tif
source=Jacba116 Assign#page13.tif
source=Jacba116 Assign#page14.tif
source=Jacba116 Assign#page15.tif
source=Jacba116 PriorCoverSheet#page1.tif
source=Jacba116 PriorCoverSheet#page2.tif
source=Jacba116 PriorCoverSheet#page3.tif



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9497600404
Email: efilings@knob.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:

IACBA116.005/006/007TUS

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

- source=Jacbal 16 Assign1 #page1.tif
- source=Jacbal 16 Assign1 #page2.tif
- source=Jacbal 16 Assign1 #page3.tif
- source=Jacbal 16 Assign1 #page4.tif
- source=Jacbal 16 Assign1 #page5.tif
- source=Jacbal 16 Assign1 #page6.tif
- source=Jacbal 16 Assign1 #page7.tif
- source=Jacbal 16 Assign2 #page1.tif
- source=Jacbal 16 Assign2 #page2.tif
- source=Jacbal 16 Assign2 #page3.tif
- source=Jacbal 16 Assign2 #page4.tif
- source=Jacbal 16 Assign2 #page5.tif
- source=Jacbal 16 Assign2 #page6.tif
- source=Jacbal 16 Assign2 #page7.tif
- source=Jacbal 16 Assign2 #page8.tif

RECEIPT INFORMATION

ETAS ID: TM95046
Receipt Date: 09/19/2007
Fee Amount: \$165

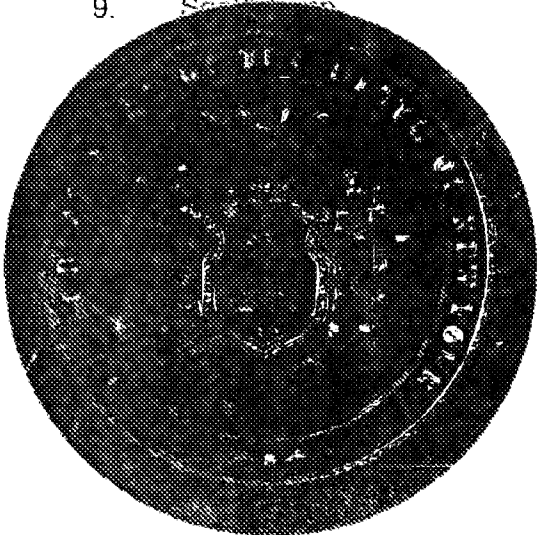
Apostille

(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

04135595 RSL (REV: 2/6/06)

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 Vanderventer 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.

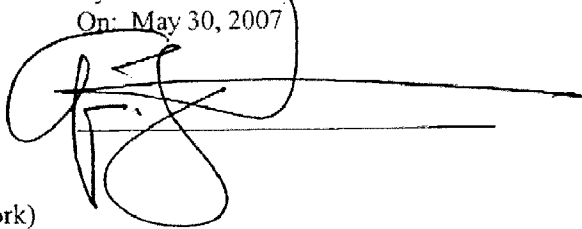
3.2 This Deed of Assignment shall be governed by, and construed in accordance with, the laws of Luxembourg, without regard to the conflict of laws principles thereof.

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

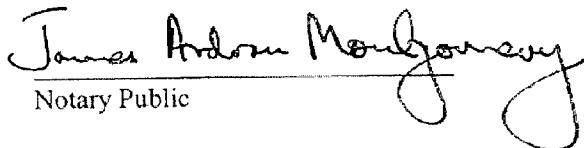
SCHIAPARELLI, INC.
By: Giacomo J. Corrado, As President
On: May 30, 2007



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

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 ARDSON MONTGOMERY
Notary Public, New York
County of ...
Commission Expires Jan. 22, 2011

State of New York }
County of Queens } ss:

No. 132935

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.

Sem. Luxemb., the 20th 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

Attesté 27 JUL 2007

5. à Luxembourg

7. par Ministère des Affaires Etrangères

8. sous No 28745A107

9. Sceau / timbre: 10. Signature



DROIT DE CHANCELIER



Paul KIRTZ
Inspecteur Principal
Bureau des Passeports,
Visas et Légalisations

TRADEMARK

REEL: 003644 FRAME: 0524

Annex I

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 | 25/10/2005 | 673792 | 25/10/2005 | 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 | 546541 | 05/12/1997 | 546541 | 12/6/2007 | 14 |
| AUSTRALIA | SCHIAPARELLI and Device | Registered | 17/02/1996 | 551093 | 17/02/1996 | 551093 | 2/26/2008 | 16 |
| BRASIL | SCHIAPARELLI and Device | Pending application | 28/05/1981 | 910514702 | | | | 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 | 35 |
| CHILE | SCHIAPARELLI and Device | Registered | 31/05/2000 | 486340 | 12/09/2000 | 576376 | 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 | 05/08/2000 | 33721980 | 05/08/2000 | 33721980 | 9/5/2010 | 09 14 18 25 |
| EUROPEAN UNION | SCHIAPARELLI and Device | Registered | 25/05/1997 | 580910 | 13/07/1999 | 580910 | 5/26/2007 | 14 18 25 |
| GERMANY | SCHIAPARELLI and Device | Registered | 03/09/2004 | 684324 | 03/09/2004 | 684324 | 9/3/2014 | 25 |

| | | | | | | | | |
|------------------|----------------------------|---|------------|-------------------|------------|-----------|------------|----|
| GREAT BRITAIN | SCHIAPARELLI and Device | Registered | 04/07/2003 | 733324 | 04/07/2003 | 733324 | 8/18/2013 | 25 |
| GREAT BRITAIN | SCHIAPARELLI and Device | Registered | 25/04/2003 | 728017 | 25/04/2003 | 728017 | 3/16/2013 | 35 |
| HONDURAS | SCHIAPARELLI and Device | Registered | 12/01/1996 | 14796 | 12/01/1996 | 14796 | 1/12/2008 | 35 |
| HONG KONG | SCHIAPARELLI and Device | Registered | 22/08/2002 | 595/1968 | 22/08/2002 | 595/1968 | 8/22/2016 | 35 |
| INDONESIA | SCHIAPARELLI and Device | Registered | 20/10/1997 | 411083 | 20/10/1997 | 411083 | 10/20/2007 | 25 |
| INDONESIA | SCHIAPARELLI and Device | Registered | 30/10/1997 | 411084 | 30/10/1997 | 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 | 05/09/2004 | 102904000 2617 | 05/09/2004 | 102904000 | 9/7/2014 | 25 |

| | | | | | | | | |
|---------------------|---|--|------------|---------|------------|---------|------------|--|
| JAPAN | SCHIAPARELLI IN KATAKANA CHARACTERS | Registered | 06/11/2002 | 4146801 | 06/11/2002 | 4619302 | 11/6/2012 | 03 06 08 10 14 18 21 25 26 25 |
| JAPAN | SCHIAPARELLI IN KATAKANA CHARACTERS | Registered | 21/12/2001 | 2554501 | 21/12/2001 | 4531255 | 12/21/2011 | 25 |
| JAPAN | SCHIAPARELLI IN KATAKANA CHARACTERS | Registered trademark awaiting certificate | 13/03/2007 | 3268716 | 13/03/2007 | 3268716 | 3/12/2017 | 09 |
| JAPAN | SCHIAPARELLI and Device | Registered | 08/08/2006 | 3193607 | 08/08/2006 | 3193607 | 8/20/2016 | 24 |
| JAPAN | SCHIAPARELLI and Device | Registered | 13/07/2004 | 2688069 | 20/07/2004 | 2688069 | 7/29/2014 | 03 06 06 10 14 18 21 25 26 25 |
| 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 | 254058 | 03/07/2002 | 254058 | 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 | 3/26/2012 | 18 |
| NEW ZEALAND | SCHIAPARELLI and Device | Registered | 20/07/1996 | 207753 | 20/07/1996 | 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 | 09/11/1991 | 4-1994-096295 | | | | 25 |
| PHILIPPINES | SCHIAPARELLI and Device | Registered | 09/11/1994 | 4-1994-098406 | 04/05/2000 | 4-1994-098406 | 5/4/2010 | 25 |
| PUERTO RICO | SCHIAPARELLI and Device | Registered | 16/08/1997 | 10226 | 15/08/1997 | 10226 | 8/15/2007 | 25 |
| REP. OF SOUTH AFRICA | SCHIAPARELLI and Device | Registered | 01/09/1998 | 5472680 | 01/09/1998 | 5472680 | 9/1/2008 | 25 |

| | | | | | | | | |
|------------------|----------------------------|------------|------------|------------|------------|------------|------------|-------------------|
| SINGAPORE | SCHIAPARELLI and Device | Registered | 10/07/2001 | T86/02395Z | 10/07/2001 | T86/02395Z | 7/10/2011 | 25 |
| SOUTH KOREA | SCHIAPARELLI and Device | Registered | 24/05/2000 | 447700 | 07/05/2000 | 70357 | 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 | 15/07/2000 | 136336 | 15/07/2000 | 136336 | 7/19/2010 | 25 |
| U.S.A. | SCHIAPARELLI and Device | Registered | 23/05/2004 | 307680 | 29/05/2004 | 307680 | 10/17/2013 | 10 25 25 |
| U.S.A. | SCHIAPARELLI and Device | Registered | 15/07/1987 | 73672254 | 25/10/1988 | 1510126 | 10/25/2008 | 18 |
| U.S.A. | SCHIAPARELLI and Device | Registered | 13/09/1989 | 75797895 | 01/06/2000 | 2372680 | 8/1/2010 | 25 |

| | | | | | | | | |
|--------|----------------------------|-------------------------------------|------------|-----------|------------|---------|----------|-------|
| U.S.A. | SCHIAPARELLI and Device | Registered | 19/10/1993 | 74/450052 | 31/08/1999 | 2274673 | 6/3/2009 | 25 |
| U.S.A. | SCHIAPARELLI and Device | Pending application published | 29/11/2004 | 76/523683 | | | | 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 | 02/04/2003 | 76/503715 | | | | 25 |
| U.S.A. | SCHIAPARELLI and Device | Pending application published | 07/10/2005 | 78/726329 | | | | 25 |