# OP \$40.00 17097

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

Partial Assignment (of only "cyclist glasses" and "sunglasses" in Int. Cl. 9)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Time Sport International		12/18/2006	COMPANY: FRANCE

# **RECEIVING PARTY DATA**

Name:	Roland Cattin
Street Address:	39, rue de Verdun
City:	58640 Varennes - Vanzelles
State/Country:	FRANCE
Entity Type:	INDIVIDUAL: FRANCE

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1709759	TIME

### **CORRESPONDENCE DATA**

Fax Number: (302)658-5614

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 302-658-9141

Email: crothstein@cblh.com, trademarks@cblh.com

Correspondent Name: Michael L. Lovitz, Esq.

Address Line 1: P. O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER: 21029-284

## DOMESTIC REPRESENTATIVE

900109498

Name: Michael L. Lovitz, Esq.

Address Line 1: P. O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER: Michael L. Lovitz

TRADEMARK

REEL: 003800 FRAME: 0007

Signature:	/mll/
Date:	06/13/2008
Total Attachments: 2 source=Assign#page1.tif source=Assign#page2.tif	

TRADEMARK
REEL: 003800 FRAME: 0008

### ASSIGNMENT

WHEREAS, Time Sport International, a French company, located at 39 rue de Verdun, 58640 Varannes Vauzelles, France (hereinafter referred to as Assignor), is the owner, by virtue of an assignment from Roland Cattin recorded in the U.S. PTO at Reel 002871, Frame 0974, which should have only referred to helmets, of the trademark TIME, which has been registered in the U.S. Patent and Trademark Office as U.S. Trademark Reg. No. 1,709,759 for cyclist glasses, sunglasses and helmets; and

WHEREAS, Roland Cattin, a citizen of France with an address of 39 rue de Verdun, 58640 Varennes Vauzelles, France (hereinafter referred to as Assignee), desires to re-acquire the mark, the goodwill of the business associated with the mark and the registration therefor for cyclist glasses and sunglasses:

NOW, THEREFORE, in consideration of One Euro (1s) and other good and sufficient consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to said mark together with the goodwill of the business symbolized by the mark and the registration thereof for oxidisting classes; and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said mark and/or registration, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the term for which the aforesaid mark is registered and any renewals of the term thereof;

AND FOR THE SAME CONSIDERATION, Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said mark and believes it is the sole and lawful owner of the entire right, title, and interest to said registration and said goodwill associated therewith and that the same is unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said mark and registration thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

TRADEMARK REEL: 003800 FRAME: 0009

# CONNOLLY BOVE LODGE & HUTZ LLP All practitioners at Customer Number 30678

TIME SPORT INTERNATIONAL

Molaus Carris

By: Roland Cattin Chairman

Descongen 18 2006

**TRADEMARK REEL: 003800 FRAME: 0010** 

**RECORDED: 06/13/2008**