

11-10-2004

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102878562

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

11-8-04

1. Name of conveying party(ies):  
Ellesse International S.p.a.

- Individual(s)
- General Partnership
- Corporation-State
- Other a company under the laws of Italy
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 28, 2004

2. Name and address of receiving party(ies)

Name: Ellesse USA, Inc.

Internal Address: Suite G5B

Street Address: 3333 New Hyde Park Road

City: New Hyde Park State: NY Zip: 11042

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

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/330,250

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Brian R. McGinley

Internal Address: Sonnenschein Nath & Rosenthal LLP

Street Address: PO Box #061080  
Wacker Drive Station, Sears Tower

City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1126

DO NOT USE THIS SPACE

9. Signature.

Brian R. McGinley  
Name of Person Signing

Signature

November 4, 2004  
Date

11/09/2004 DBYRNE 00000144 78330250

Total number of pages including cover sheet, attachments, and document: 8

01 FC:6521

40.00 documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 003075 FRAME: 0425

**TRADEMARK AND RELATED INTELLECTUAL PROPERTY SALE AND PURCHASE  
AGREEMENT**

This Agreement (the "**Agreement**") is entered into on 28 September 2004 by and between:

**1. ELLESSE INTERNATIONAL S.p.A.**, a company incorporated under the laws of Italy with registered office at Via Filippo Turati 32, Corciano, Perugia, Companies Register no. 02026280541, share capital 2,470,000.00 Euro represented by Mr. Andrew Marvin Leslie, in his capacity as Managing Director, (the "**Assignor**");

**and**

**2. ELLESSE USA, Inc.**, a company incorporated under the laws of Delaware with registered office at 3333 New Hyde Park Road, Suite G5B, New Hyde Park, New York 11042, represented by Mr. Nahum Gabriel Shar, in his capacity as Director and Secretary (the "**Assignee**").

(the Assignor and the Assignee will be hereinafter collectively referred to as the "**Parties**")

**Whereas:**

**A.** The Assignor is the exclusive owner of (a) the ELLESSE word marks and graphic marks and the relevant trademark applications for Mexico, Canada and the U.S.A. and (b) the MODA PRIMA word marks and graphic marks and the relevant trademark applications for Canada and the U.S.A., together with any and all other intellectual property rights related thereto (collectively, the "**Trademarks**") as described in detail in the attached Schedule 1, which lists, among other things, (i) the countries where such Trademarks are registered or where the applications for registrations are pending; (ii) the class number or numbers; (iii) the relevant registration numbers, (iv) the dates of the registration and/or of the filing of the relevant applications; and (v) the renewal dates.

**B.** The Assignor is willing to sell and assign all its rights, titles and interests in and to the Trademarks to the Assignee, and the Assignee is willing to purchase the Trademarks from the Assignor in accordance with the provisions of this Agreement.

In consideration of the above recitals (which are an integral and essential part of this Agreement together with the Schedule hereto) the Parties agree as follows:

**1. Sale and Purchase of the Trademarks**

By this Agreement the Assignor sells and assigns to the Assignee, and the Assignee purchases and acquires from the Assignor, the full, complete, and exclusive ownership of the Trademarks. Upon execution of this Agreement, the Assignee becomes the owner of the Trademarks and replaces the Assignor in all rights and obligations related to the Trademarks in Mexico, Canada and U.S.A..

**2. Purchase price**

**2.1** As consideration for the sale and purchase of the Trademarks, the Assignee shall pay to the Assignor the aggregate price of Dollar 2,000,000 (two million) (the "**Purchase Price**").

2.2 The Purchase Price shall be paid by the Assignee to the Assignor on the date October 25, 2004 by means of wire transfer to bank account of the Assignor.

### **3. Obligations of the Assignor.**

3.1 The Assignor shall provide the Assignee with any and all documentation relating to the Trademarks, including but not limited to, the registration certificates and the relevant applications.

3.2 If necessary and required, the Assignor shall use its best efforts in order to cooperate with the Assignee to allow the latter to carry out all the necessary registrations and filings to notify and register the transfer of the Trademarks with the relevant competent authorities in compliance with the applicable laws. It is understood that all the registrations and filings formalities to be implemented with respect to the Trademarks in connection with this Agreement will be carried out by the Assignee, which shall bear all the relevant costs and expenses.

### **4. Representations and warranties of the Parties. Indemnification.**

4.1 The Assignor represents and warrants to the Assignee as follows:

(a) The Assignor is a corporation duly organized, validly existing and in good standing under the laws of Italy and has full corporate power to own its properties and conduct the business presently being conducted by it.

(b) The execution, delivery and performance of this Agreement by the Assignor has been duly authorized and approved by all requisite corporate actions on the part of the Assignor, and neither the execution nor the delivery of this Agreement, nor the compliance with or fulfilment by the Assignor of the terms and provisions of this Agreement will (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Association of the Assignor, or any instrument, agreement, encumbrance, judgment, order, award, decree or other instrument or restriction to which the Assignor is a party or by which the Assignor is bound or to which the Trademarks are subject, or (ii) require any affirmative approval, consent or authorization or other order or action of any court, governmental authority or regulatory body, or of any creditor of the Assignor, or of any other person.

(c) This Agreement constitutes valid and binding obligations of the Assignor, enforceable in accordance with its respective terms.

(d) Schedule I attached hereto, which is referred to in Recital A, sets forth a list of all the Trademarks and related intellectual property rights and is true, accurate and complete in all of its parts.

(e) The Assignor is the exclusive owner of the Trademarks under the applicable laws and regulations.

(f) The Assignor has not granted any license, lien, pledge, and right of pre-emption on the Trademarks to any third parties.

(g) To the best of the Assignor's knowledge, no litigation is currently pending or threatened in writing with reference to the Trademarks.

**(h)** The Assignor has paid all the required fees concerning the Trademarks at the competent trademark offices.

**4.2** The Assignee represents and warrants to the Assignor as follows:

**(a)** The Assignee is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has full corporate power to own its properties and conduct the business presently being conducted by it.

**(b)** The execution, delivery and performance of this Agreement by the Assignee has been duly authorized and approved by all requisite corporate actions on the part of the Assignee, and neither the execution nor the delivery of this Agreement, nor the compliance with or fulfilment by the Assignee of the terms and provisions of this Agreement will (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, the by-laws of the Assignee, or any instrument, agreement, encumbrance, judgment, order, award, decree or other instrument or restriction to which the Assignee is a party or by which the Assignee is bound, or (ii) require any affirmative approval, consent or authorization or other order or action of any court, governmental authority or regulatory body, or of any creditor of the Assignee, or of any other person.

**(c)** This Agreement constitutes valid and binding obligations of the Assignee, enforceable in accordance with its respective terms.

**4.3** The Assignor and the Assignee shall indemnify and hold harmless the other non-breaching Party against any and all claims and liabilities, including reasonable attorney fees, which could arise from the breach of these representations and warranties.

## **5. Costs and expenses**

All costs and expenses related to this Agreement shall be paid by the Assignee.

## **6. Notices.**

All notices, requests, demands and communications under or in respect of this Agreement shall be given by telefax, or courier, confirmed by registered mail return receipt requested, at the following addresses of the Parties:

**(a)** to the Assignor:

Ellesse International S.p.A.  
Via Filippo Turati n. 31  
Corciano, Perugia  
Attention: the *Direttore Generale*  
Fax: 39-0755039301

**(b)** to the Assignee

Ellesse USA, Inc.  
3333 New Hyde Park Road,

Suite G5B, New Hyde Park,  
New York 11042 Director and Secretary of the Corporation  
Attention: the Director and Secretary  
Fax: 001-516-3652333

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Italy.

8. Arbitration.

(a) Any disputes arising with respect to, or in connection with, this Agreement shall be referred to binding arbitration by a panel of three arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (the "ICC Rules"), except as modified herein or by mutual written agreement of the parties.

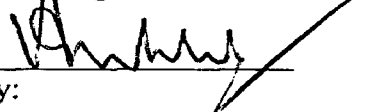
(b) The three arbitrators shall be appointed one by the Assignor, one by the Assignee and the third one, who shall act as Chairman of the arbitration panel, by agreement between the two arbitrators or failing such agreement within 30 days from the appointment of the second arbitrator, by the Court of Arbitration of the International Chamber of Commerce, which shall also appoint the arbitrator that any party has failed to appoint.

(c) The arbitration proceedings shall be conducted in the English language.

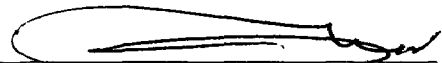
(d) The arbitration proceedings shall be held in London, England.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The Assignor:

  
By: \_\_\_\_\_

The Assignee:

  
By: NAHUN G STAR Director/Secret

**SCHEDULE 1**  
**TRADE MARKS**

**MODA PRIMA TRADE MARKS**

**USA**

<b>Mark</b>	<b>Reg no.</b>	<b>Country</b>	<b>Class</b>	<b>Status</b>	<b>Agent</b>
MODA PRIMA	App no. 78/330,250	USA	25	Pending	FZLZ

**TRADEMARK AND RELATED INTELLECTUAL PROPERTY  
SALE AND PURCHASE AGREEMENT**

**by and between**

**ELLESSE INTERNATIONAL S.p.A.**

**and**

**ELLESSE USA, INC.**

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## Schedules

Schedule 1 – List of Trademarks