

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Agreement to Assign Entire Interest and Goodwill
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guy Watelin		05/19/2008	INDIVIDUAL: FRANCE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Gibo'Co S.p.A.
<b>Street Address:</b>	Via Cassia n 69, 50023 Tavarnuzze/Impruneta
<b>City:</b>	Florence
<b>State/Country:</b>	ITALY
<b>Entity Type:</b>	CORPORATION: ITALY

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	77253402	VIONNET
<b>Registration Number:</b>	2174274	M MADELEINE VIONNET
<b>Registration Number:</b>	2504814	MADELEINE VIONNET M
<b>Registration Number:</b>	1618857	MADELEINE VIONNET M

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)224-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	cindy.caditz@cojk.com
<b>Correspondent Name:</b>	Cindy L. Caditz
<b>Address Line 1:</b>	1420 5th Ave., Suite 2800
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101

<b>ATTORNEY DOCKET NUMBER:</b>	CAWE-5-31477
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<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	Cindy L. Caditz
<b>Address Line 1:</b>	1420 5th Ave., Suite 2800

CH \$115.00 77253402

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:

Cindy L. Caditz

Signature:

/Cindy L. Caditz/

Date:

07/02/2008

Total Attachments: 10

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**T**his **M**EMORANDUM OF **U**NDERSTANDING is signed and executed on: Monday, 19<sup>th</sup> May 2008.

by and between

**GUY PARIES WATELIN VAN MARCKE DE LUMMEN**, an individual of French nationality born in Neuilly-sur-Seine on June 27, 1945, residing at 21, rue Saint Guillaume, 75007 Paris, France, Passport n. 06AA13392 (referred to, hereinafter, as "GdL"),

and

**ARNAUD PARIES WATELIN VAN MARCKE DE LUMMEN**, an individual of French nationality born in Paris on April 26, 1977, residing at 21, rue Saint Guillaume, 75007 Paris, France, Identity Card n. 010875G00157 (referred to, hereinafter, as "AdL"),

and

**VIONNET SAS** (*Société par actions simplifiée*), a company incorporated and existing under the laws of France, having its registered office in 21, Place Vendôme, 75001 Paris, France, registered at R.C.S. PARIS, under the identification number 503 227 993, VAT number: FR 47 503 227 993, represented by its *Président*, GdL (referred to, hereinafter, as "VIONNET"),

and

**MADELEINE VIONNET SAS** (*Société par actions simplifiée*), a company incorporated and existing under the laws of France, having its registered office in 21, Place Vendôme, 75001 Paris, France, registered at R.C.S. PARIS under the number 403 946 916, VAT number: FR 69 403 946 916, represented by its *Président*, GdL (referred to, hereinafter, as "MV")

*all on one side*

AND

**GIBO'Co. S.p.A.**, a company incorporated and existing under the laws of Italy, having its registered office in Via Cassia n° 69, 50023 Tavarnuzze/Impruneta, Florence (Italy), registered at the Chamber of Commerce of Florence under the number FI/461728, VAT number: 04565940485, represented by its President of the Board of Directors, Mr Franco Penè born in Turin on 16<sup>th</sup> February 1952 (referred to, hereinafter, as "GIBO")

*on the other side*

GdL, AdL, VIONNET, MV and GIBO hereinafter, collectively, referred to as the "Parties" and individually, respectively, as the "Party".

WHEREAS

(A)

(B) GdL, being in the process of reacquiring the Trademark (as defined here under) from VIONNET, has been in the past and will return to be, prior to the Closing, the owner and has, therefore, the sole and the exclusive right to use and license, the registered trademarks "*Vionnet*", "*Madeleine Vionnet*" and "*M Madeleine Vionnet*", along with any application for registration, as well as of the relevant non-registered business names, trade-names, slogans, *de facto* trademarks, insignia, tag-lines, element and any variations or abbreviations thereof, as respectively listed and described in Annex 1 as well as the domain names listed and described in Annex 2 (hereinafter, all together collectively, referred to as the "Trademark");

(C)

(D)

(E)

(F)

(G)

(H)

NOW

- Trademark has the meaning set forth in Recital B, including the Brand Value.

#### ARTICLE 4 – OUTLINE AND MAIN CONTENTS OF THE PROCESS

4.1 Pursuant to the conditions contemplated herein, GIBO will purchase the Trademark from GdL for a total price of Euro [ ] (the “Trademark Price”), to be paid in accordance with art. 4.1.7 hereunder. The Trademark Price shall be respectively allocated in and between the Deed of Transfer, in order to vest GIBO with the full ownership of and title in the Trademark in the Territory, at Closing.

ARTICLE 7 - MISCELLANEOUS

- 7.1 This MoU may be modified or terminated only by a written instrument signed by all Parties.
- 7.2 The Parties may, under no circumstances, assign this MoU and/or all or any part of the rights granted under this MoU to any third party including a successor-in-interest to its business, either by way of contribution, merger, split, or transformation in any form whatsoever.
- 7.3 Failure by any Party, at any time, to demand that the other Party performs any provision of this MoU may not under any circumstances be construed as an express or implied waiver of the right to such performance.
- 7.4 The principles outlined and set forth in this MoU are binding between the Parties who, therefore, undertake to implement it and execute the agreements contemplated herein, in accordance with such principles.


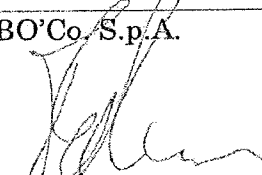



ARTICLE 10 - APPLICABLE LAW - JURISDICTION

10.1 This MoU shall be governed by and construed in accordance with Italian Law.

10.2 Any dispute arising out of, or in connection with this MoU, shall be submitted to the Court of Milan, which shall have exclusive jurisdiction.

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IN WITNESS WHEREOF, the Parties have signed and executed and this MoU in 5 (five) original counterparts (to be kept one each) on the first date written above.

<p>ARNAUD WATELIN VAN MARCKE DE LUMMEN</p> 	<p>GIBO Co. S.p.A.</p> 
<p>GUY PARIES WATELIN VAN MARCKE DE LUMMEN</p> 	<p>Franco Penè President of the Board of Directors</p>
<p>VIONNET SAS</p> 	
<p>Guy Watelin de Lummen <i>Président</i></p>	
<p>MADELEINE VIONNET SAS</p>  <p>Guy Watelin de Lummen <i>Président</i></p>	

Annexes 1, 2, 3, 4, 5, 6



Annex 1  
Trademarks

*(under review and subject to final definition and confirmation prior to the Closing)*

1. French Trademarks

Trademark	Filing Date	Filing Number and/or Registration Number	Renewal Date	Classes
M MADELEINE VIONNET	09-05-1989	1 529 023	31-05-2009	3, 9, 14, 16, 18, 20, 24, 25, 26, 27, 34
M MADELEINE VIONNET	04-10-1988	1 495 021	31-10-2008	3, 9, 14, 16, 18, 20, 24, 25, 26, 27, 34
MADELEINE VIONNET	12-02-1996	96 61 0182	29-02-2016	1 à 45
MADELEINE VIONNET	11-07-1988	1 524 211	31-07-2008	3, 14, 16, 18, 20, 24, 25, 26, 27, 34
VIONNET	12-10-1994	94 539 907	31-10-2014	3, 14, 18, 21, 24, 25



## 2. Foreign national trademarks

Trademark	Country	Filing or Registration Date	Filing Number and/or Registration Number	Renewal Date	Classes
M MADELEINE VIONNET	Brazil	03-04-1997	819 873 659	03-04-2007	3
M MADELEINE VIONNET	Canada	05-08-1998	0 805 655	04-08-2013	3
M MADELEINE VIONNET	Canada	03-11-1998	0 818 182	03-11-2013	25
M MADELEINE VIONNET	China	1-10-1999	99011690/691	29-11-2009	3
M MADELEINE VIONNET	China	1-10-1999	99011688/689	29-11-2009	25
M MADELEINE VIONNET	Columbia	24-08-1998	211 821	23-07-2008	3
M MADELEINE VIONNET	South Korea	N/A	358 334	19-03-2017	25
M MADELEINE VIONNET	United States	19-08-1996	2 174 274	19-08-2011	3
M MADELEINE VIONNET	United States	25-07-1996	2 504 814	5-11-2011	14, 18
M MADELEINE VIONNET	United States	01-03-1989	1 618 857	23-10-2010	25
VIONNET	United States	13-08-2007	77 253 402	N/A	25, 35
M MADELEINE VIONNET	United Kingdom	01-03-1989	1 375 914	04-10-2015	3
M MADELEINE VIONNET	United Kingdom	01-03-1989	1 375 915	04-10-2015	25
M MADELEINE VIONNET	United Kingdom	18-09-1995	2 034 800 A	18-09-2015	14, 18

Trademark	Country	Filing or Registration Date	Filing Number and/or Registration Number	Renewal Date	Classes
M MADELEINE VIONNET	India	24-02-1998	792 518	24-02-2018	3
M MADELEINE VIONNET	India	24-02-1998	792 519	24-02-2012	25
M MADELEINE VIONNET	Japan	29-05-1992	2 411 203	29-05-2012	3
M MADELEINE VIONNET	Japan	30-04-1992	2 407 469	30-04-2012	14, 18
M MADELEINE VIONNET	Japan	03-09-1999	4 312 580	03-09-2009	24
VIONNET	Japan	06-04-2007	034 072	N/A	25
VIONNET	Japan	11-05-2007	047 003	N/A	35
M MADELEINE VIONNET	Mexico	27-08-1996	529 411	Expired	3
M MADELEINE VIONNET	Taiwan	24-03-1989	464 306	01-11-2009	3
MADELEINE VIONNET	Taiwan	01-11-1989	490 595	16-07-2010	25
M MADELEINE VIONNET	Thailand	22-02-2000	149 181	28-11-2009	3
M MADELEINE VIONNET	Thailand	22-02-2000	150 608	28-11-2009	25
M MADELEINE VIONNET	Venezuela	22-06-2000	16472	29-11-2009	3

3. Community trademarks (1)

Trademark	Status	Filing Date	Filing Number and/or Registration Number	Renewal Date	Classes
MADELEINE VIONNET	Registered	13-06-2006	5 134 515	30-06-2016	3, 18, 25
VIONNET	Published	28-07-2006	5 228 143	N/A	3, 18, 25

(1) Germany, Austria, Belgium, Bulgaria, Denmark, Spain, Finland, France, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, U.K., Sweden, Cyprus, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia, Slovenia, Czech Republic.

4. International Trademarks

Trademark	Countries covered	Priority	Filing Date	Filing Number and/or Registration Number	Renewal Date	Classes
MADELEINE VIONNET	Austria, Benelux, Switzerland*, Germany, Algeria, Egypt*, Spain*, Hungary, Italy, North Korea*, Lichtenstein, Maroc, Monaco, Mongolia, Portugal*, Romania, Russian Federation, Sudan, Saint-Marin, Vietnam, Serbia	FR 1 495 021	19-12-1988	532 538	19-12-2008	3, 9, 14, 16, 18, 20, 24, 25, 26, 27, 34
VIONNET	Switzerland, China, Czech Republic, Germany, Egypt, Spain, Poland, Romania	FR 94 539 907	29-03-1995	634 006	29-03-2015	3, 14, 18, 21, 24, 25

~~(\*) = Countries in which the marks MADELEINE VIONNET and VIONNET have been rejected~~