

08-31-2000



101447045

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 8.3.00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/30/2000 NTHAI1 00000158 997326

01 FC:481
02 FC:482

40.00 OP
500.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002127 FRAME: 0408

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Seana F.C. LaPlace

Name of Person Signing

Signature

August 1, 2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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DECLARATION

The undersigned FENDI ADELE S.r.l.

being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other persons firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

DOMESTIC REPRESENTATIVE

LACKENBACH SIEGEL MARZULLO ARONSON & GREENSPAN, P.C.

whose postal address is

One Chase Road, Scarsdale, New York 10583 USA

is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby appoints jointly and severally, with full power of substitution, and the power of appointment of associate attorneys at law:

**HOWARD N. ARONSON, HENRY A. MARZULLO,
JR., MYRON GREENSPAN, MARVIN FELDMAN**

whose address is:

LACKENBACH SIEGEL MARZULLO ARONSON & GREENSPAN, P.C.

One Chase Road, Scarsdale, New York 10583 U.S.A.

to prosecute this application to register, to transact all business in the United States Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.


(Signature)

Carla Fendi

(Name)

Managing Director

(Title)

Rome, May 18, 2000

(Date)

1112

DEED OF CHANGE
OF LIMITED PARTNERSHIP
INTO LIMITED-LIABILITY COMPANY

On January 28, 2000, in Rome, in my office, at
5:15 P.M.

Before me, Dr. MARCELLO DI FABIO, Notary of
Rome, with office at Via dei Cestari 34, registered
to the Notary Board of this District, without the
presence of witnesses, the appearers renouncing to
the same with my consent,

appear the following

- Mrs. FENDI PAOLA married SARACINO, born in
Rome on May 30, 1931 (Tax code: FND PLA 31E70 H501T),
domiciled in Rome, Via Cornelia, 498;

- Mrs. FENDI ANNA widow VENTURINI, born in Rome
on March 23, 1933 (Tax code: FND NNA 33C63 H501K)
domiciled in Rome, Via Cornelia, 498;

- Mrs. FENDI FRANCA married FORMILLI, born in
Rome on July 10, 1935 (Tax code: FND FNC 35L50
H501Y), domiciled in Rome, Via Cornelia, 498;

- Mrs. FENDI CARLA married SPERONI, born in Rome
on July 12, 1937 (Tax code: FND CRL 37L52 H 501Y),
domiciled in Rome, Via Cornelia, 498;

- Mrs. FENDI ALDA married CARUSO, born in Rome

on June 23, 1940 (Tax code: FND LDA 40H63 H501G),
domiciled in Rome, Via Cornelia, 498;

- Mr. SPERONI CANDIDO, born at Piancastagnaio
(Siena - Italy) on November 3, 1930 (Tax code: SPR
CDD 30S03 G547J), domiciled in Rome, Via Cornelia,
498, all managers.

Said appearers, whose personal identity I, the
Notary, have ascertained,

SET FORTH

- that the above mentioned Mrs. FENDI Paola
married SARACINO, Mrs. FENDI Anna widow VENTURINI,
Mrs. FENDI Carla married SPERONI, Mrs. FENDI Franca
married FORMILLI, Mrs. FENDI Alda married CARUSO and
Mr. SPERONI CANDIDO, are the sole partners of the
limited partnerships styled "FENDI Paola e Sorelle -
Società in Accomandita Semplice", with registered
office in Rome, Via Cornelia, 498, capital of Italian
Liras 171,000,000.= fully paid-up, registered with
the Register of Companies of Rome under No. 2894/64,
Tax code 00466730587, with the following quotas:

Mrs. Paola Fendi	Liras 34,200,000.=
Mrs. Anna Fendi	Liras 34,200,000.=
Mrs. Franca Fendi	Liras 34,200,000.=
Mrs. Carla Fendi	Liras 34,000,000.=
Mrs. Alda Fendi	Liras 34,200,000.=

Mr. Candido Speroni

Liras 200,000.=

the duration of which is fixed to be until December 31, 2050, as per deed notarised by Dr. Aurelio Cinque, Notary Public of Rome, dated July 8, 1964, Notary Register No. 124464, recorded in Rome on July 11, 1964 under No. 888 and subsequent changes;

- within said partnership, the partners Mrs. Paola Fendi, Mrs. Anna Fendi, Mrs. Franca Fendi, Mrs. Carla Fendi, Mrs. Alda Fendi, are qualified as general partners and the partner Mr. Candido Speroni is qualified as limited partner;

- the partners desire to transform the above mentioned limited partnership into limited-liability company;

- in compliance with the laws, the President of the Court of Rome was requested to appoint an expert for the appraisal of the partnership's property and appointed, as expert, Prof. Tiziano Onesti, by decree dated November 11, 1999, herewith enclosed under "A";

- from the appraisal prepared by the above mentioned expert dated January 21, 2000 and duly sworn on January 25, 2000, herewith enclosed under "B", it appears that the net property, taking into account both assets and liabilities, amounts to Italian Liras 19,416,000,000.= (nineteen billions

four hundred sixteen millions), which is appropriate with respect to the partnership's capital.

ALL THE ABOVE SET FORTH

the appearers agree as follows:

Article 1) The limited partnership "FENDI Paola e Sorelle - Società in accomandita semplice" is transformed into limited-liability company under the name "FENDI Adele - Società a responsabilità limitata", which, according to the law, takes the place of the limited partnership in all of its rights, reasons and assets.

Article 2) The company's registered office is located in Rome, Via Cornelia, 498.

Article 3) The company's capital amounts to Italian Liras 171,000,000.= (one hundred seventy one millions), divided as follows:

Mrs. Paola Fendi	Liras 34,200,000
Mrs. Anna Fendi	Liras 34,200,000
Mrs. Franca Fendi	Liras 34,200,000
Mrs. Carla Fendi	Liras 34,000,000
Mrs. Alda Fendi	Liras 34,200,000
Mr. Candido Speroni	Liras 200,000

Article 4) The company is governed by the Statute made up of 22 (twenty-two) articles the text of which is copied at foot hereof.

Article 5) The appearers decide that the company be managed by a Board of Directors appointed as follows:

- Mrs. Carla Fendi, the personal particulars of whom are set forth above, President;
- Mr. Guido Formilli, born in Rome on July 24, 1956, domiciled in Rome, Via Teheran, 15, Director;
- Mrs. Paola Fendi, the personal particulars of whom are set forth above, Director;
- Mrs. Alda Fendi, the personal particulars of whom are set forth above, Director;
- Mrs. Maria Silvia Venturini, born in Rome on August 4, 1960, domiciled in Rome, Via della Camilluccia, 712, Director;

The above Directors shall hold office until June 30(thirty), 2000 (two thousand).

Said members of the Board of Directors shall receive the same remuneration received until now by the general partners.

The Board of Auditors is appointed as follows:

- Dr. Alberto Mastrangelo, born in Rome on April 10, 1927, domiciled in Rome, Via Gregoriana, 56, President of the Board of Auditors;

- Dr. Luigi Castello, born in Santa Maria Capua Vetere (CE - Italy) on novembre 29, 1930, domiciled in Rome, Via Montello, 30, Effective Auditor;
- Dr. Giovanni Chiarion Casoni, born in Venice on September 11, 1932, domiciled in Rome, Via Nicotera, 29, Effective Auditor;
- Dr. Antonio Mastrangelo, born in Rome on April 4, 1955, domiciled in Rome, Via Gregoriana, 56, Alternate Auditor;
- Dr. Paolo Chiapparelli, born in Rome on May 24, 1957, domiciled in Rome, Via Nicotera, 29, Alternate Auditor;

all registered with the Roll of Chartered Public Accountants.

The members of the Board of Auditors shall receive the minimum remuneration envisaged by the fees of Chartered Public Accountants.

Article 6) The President of the Board of Auditors, as appointed above, is delegated to change this minutes and copied statute as necessary in order to obtain the homologation by the competent authorities.

The parties exempt me from reading all the enclosures declaring to have perfect knowledge of the

same.

STATUTE OF THE LIMITED-LIABILITY COMPANY

"Fendi Adele - Società a responsabilità limitata"

Article 1) It is hereby incorporated a limited-liability company styled "FENDI Adele - Società a responsabilità limitata".

Article 2) The company's registered office is located in Rome, Via Cornelia, 498.

Secondary seats, deposits and agencies may be set up also elsewhere, both in Italy and abroad.

Article 3) The members' legal domiciled for any relationship with the company is the one appearing from the members' ledger.

Article 4) The company's duration is fixed to be until December 31 (thirty-one) 2050 two thousand fifty).

Article 5) The company's purpose is the following:

- a) acquiring, assigning and managing - directly or indirectly - trademarks, patents and licenses concerning the products mentioned under "b" below;
- b) directly or by means of its subsidiary/affiliated companies, manufacturing, purchasing and selling,

including retail sale and wholesale, in shops and/or stores, the following:

- fur goods and any kind of clothing made of leather, clothe or other material; manufacturing, including made-to-measure manufacturing, of furs, raincoats, coats, accessories, etc., for men and women;
- leather suitcases;
- non-leather suitcases;
- gift articles;
- leather articles;
- fur articles;
- articles made of leather and other similar materials;
- non-leather bags;
- shoes, umbrellas, hosiery;
- travel articles;
- jewels and other valuables, costume jewels, watches, glasses;
- soaps, creams, perfumes, cosmetics and beauty products, beauty farm;
- clothes;
- kitchen cloths and bed linen, including blankets, plaids, towels and dishcloths;

- household articles;
- underwear, linen and accessories;
- clothing including children clothing;
- smokers' articles;
- stationery;
- household goods;
- books;
- antiques;
- sport items

c) the assistance and advice on industrial, commercial, financial and/or administrative matters to the subsidiary/affiliated companies.

In order to achieve its corporate purpose, the company may take on and grant to third parties agencies, profit-sharings, shareholdings, said third parties being either natural or juridical persons, as well as carry out all commercial and financial operations, including operations concerning movables and real-estate, not anyone excepted or excluded (not including public savings collection), directly or indirectly connected with its corporate purpose.

The Company may further issue, in order to achieve its corporate purpose but not as its main activity, any kind of guarantee and may take on

and/or acquire majority or minority shareholdings in other companies, including both Italian and foreign companies.

Article 6) The companies capital amounts to Italian Liras 171,000,000.= (one hundred seventy-one millions) divided into quotas according to Section 2474 of the Civil Code and may be increased one or more times in compliance with the law.

Article 7) Each member is entitled to one vote in the meeting for each one thousand liras of quotas owned.

In case of assignment of any quota or part thereof, the same shall have to be pre-emptively offered to the other members, by means of registered letter, setting forth the price and manner of assignment.

In case of express waiver to purchase or if the pre-emptive right is not exercised within the period of forty-five days after the offer, the quota may be transferred to third parties under the same conditions.

On the contrary, if the pre-emptive right is exercised by more than one member, the quota to be assigned shall be divided between the same, proportionally to their respective quotas of

company's capital. Said pre-emptive right may not be enforced in case of free or non-free assignment in favour of the member's successors or spouse.

Article 8) The members' assembly is summoned by the Board of Directors care of the company's registered office or elsewhere, but within the national territory, according to Section 2484 of the Civil Code; lacking a formal convocation, said assembly is valid if attended by all the Directors in office, all the Auditors in appointed, and if the entire company's capital is present or represented.

Article 9) The ordinary meeting is validly constituted and resolves by the presence and the favourable vote of a number of members, present personally or by proxy, representing at least 4/5 of the company's capital.

Article 10) The extraordinary meeting is validly constituted and resolves by the presence and the favourable vote of a number of members, present personally or by proxy, representing at least 4/5 of the company's capital.

Article 11) The company is managed by a Board of Directors composed of five members. The Directors may be also non-members and shall hold office for a period of time established by the assembly at the

time of appointment.

The Board of Directors shall appoint its own President if not yet appointed by the assembly.

The Board of Directors resolves by the favourable vote of 4/5 of its members and may not avail itself with the provision of clause 1 of Section 2386 of the Civil Code referred to in Section 2487 of the Civil Code.

Article 12) The Board of Directors has all the powers for the ordinary and extraordinary management of the company.

It may delegate all or part of its powers, to the extent to which the same may be delegated, to one or more of its members.

Furthermore, it may appoint directors and attorneys determining their powers and remuneration.

Article 13) The Board of Directors is summoned by the President - on his own initiative or upon request or upon request of only one director, by registered letter, or by telefax, to be sent to the other directors and, if appointed, to the effective auditors, at least three days before the date of the meeting. Lacking the above law formalities, the Board shall be deemed as validly summoned if all the directors and all the auditors, if appointed, are

present.

The meetings of the Board may be held by teleconference or videoconference, provided that all those taking part in it may be identified and the same are allowed to follow the discussion and intervene in real time to the discussion of the topics; in the above cases, the Board shall be considered as summoned in the place where the chairman of the meeting is, where also the secretary of the meeting must be, so as to allow to draw up the minutes and to record the same on the relevant book.

Article 14) The powers to represent the company before third parties and before courts falls in the sphere of competence of the President of the Board of Directors and, if expressly conferred, to the directors by delegated powers within the limits of the delegation.

15) In compliance with the law, the Board of Auditors, made up of three effective auditors, shall be appointed. Furthermore, two alternate auditors shall be appointed. The auditors hold office for a three-year period and may be re-elected.

Article 16) The fiscal years are closed at December 31 of each year.

Article 17) At the end of each fiscal year, the

Board of Directors shall draw up the balance-sheet pursuant to the law. The assembly for the approval of the balance-sheet shall be summoned within four months after the closing of the fiscal year.

Article 18) The profits of each fiscal year, after allocation of 5% (five percent) to ordinary reserve, shall be distributed to the members proportionally to their respective quotas, subject to contrary decision made by the assembly.

The dividends which are not collected shall be prescribed to reserve fund pursuant to the law.

Article 19) In case the company is dissolved, for any reason, the assembly determined the manner of liquidation and appoints one or more liquidators, determining their powers.

Article 20) The Judicial Authority within the territory of competence of which the company's registered office is located, is the competent authority for any dispute arising from the company and its members and, more in general, concerning the company's life.

Article 21) The disputes which may arise between the Company and its members and between the members themselves, depending on and in connection with the execution and the interpretation hereof, and the

company's resolutions, not including the disputes which may not be settled, shall be submitted to a Board of three Arbitrators, each appointed by the litigating parties and the other one by their mutual agreement or, lacking an agreement, by the President of the Court of Rome, who shall also appoint the arbitrator of each party if such appointment has not been made. The Board of Arbitrators shall act as amicable compounder and shall decide also on arbitrators' expenses and spheres of competence.

Article 22) For anything which is not expressly envisaged herein, reference is made to the provisions of the Civil Code in matter of limited-liability companies.

I, the Notary, being requested, have taken this deed, partly written by me and partly by a trustworthy person, for a total of fourteen pages in addition to this one of four sheets, and read it to the appearers who approve and sign the same at 7:00 P.M.

Signed: Paola Fendi Saracino

Signed: Anna Fendi Venturini

Signed: Franca Fendi Formilli

Signed: Carla Fendi Speroni

Signed: Alda Fendi

Signed: Candido Speroni

Signed: Marcello di Fabio - Notary

Recorded in Rome - Public Records Office - on
February 9, 2000, Series 1B.

This is a true and correct copy of the original
document, signed according to the law, which is
issued without the enclosures to be used in
compliance with the law.

Rome, May 11, 2000

Signed by: Marcello Di Fabio

(seal)

I, Volpe Luigi, the undersigned translator hereby
declare to be well acquainted with the Italian and
English languages and attest that the enclosed
translation is a true and correct translation of the
original document.


Volpe Luigi