

09/18/2013



103661946

Electronic Version v1.1
 Stylesheet Version v1.1

Re-900266136 9-18-13

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/29/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genco International, Inc.		03/29/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	A Classic Time Watch Co., Inc.
Street Address:	10 W. 33rd St., Suite 800
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3401264	STRUCTURE
Registration Number:	3795682	STRUCTURE

CORRESPONDENCE DATA

Fax Number: 7022566331
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (702) 255-1300
 Email: prsak@aya.yale.edu
 Correspondent Name: Law Offices of Philip A. Kantor, P.C.
 Address Line 1: 1781 Village Center Circle, Suite 120
 Address Line 4: Las Vegas, NEVADA 89134

NAME OF SUBMITTER:	Philip A. Kantor
Signature:	/Philip A. Kantor/

OP \$65.00 3401264

TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is entered into this 29th day of March, 2011 (the "Effective Date"), by and between Gennco International Inc. (hereafter "Gennco"), a Wheeling, Illinois corporation having its principal place of business at 44 Century Dr., Wheeling, Illinois, 60090, and A Classic Time Watch Co., Inc. (hereafter "Buyer"), a New York corporation having its principal place of business at Suite 800, 10 W. 33rd St., New York, New York 10001.

WHEREAS, Gennco is the owner of the trademark STRUCTURE for the following goods and services: cases for clock and watch-making; cases for watches and clocks; chronographs for use as watches; clock and watch hands; dials for clock- and watch-making; diving watches; jewelry watches; mechanical and automatic watches; parts for watches; pocket watches; stop watches; watch and clock springs; watch bands; watch bands and straps; watch boxes; watch bracelets; watch cases; watch chains; watch clasps; watch crowns; watch faces; watch fobs; watch movements; watch parts; watch pouches; watch straps; watch straps made of metal or leather or plastic; wrist watches; boxes for timepieces; chronographs for use as timepieces; timepieces; timepieces and chronometric instruments; jewelry; jewelry boxes; all in Class 14 (the "Trademark"); and

WHEREAS, Gennco sought and received federal registration of the Trademark as shown in Exhibit A, namely, Registration No. 3,401,264 and Registration No. 3,795,682 (collectively the "Registrations"); and

WHEREAS, Buyer wishes to acquire all of Gennco's title, rights and interest in the Trademark and in the Registrations; and

WHEREAS, Gennco wishes to sell and assign its title, rights and interest in the Trademark and in the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Upon payment of the Purchase Price, Gennco hereby sells, assigns, conveys and transfers to Buyer, Gennco's entire title, rights and interest in and to the Trademark and the Registrations, along with the goodwill attached thereto, to Buyer.
2. **PURCHASE PRICE.** The purchase price for the Trademark and the Registrations, as well as the goodwill attached thereto, is [REDACTED] dollars (US\$ [REDACTED]) which is payable by Buyer to Gennco in full upon the Effective Date of this Agreement.
3. **REGISTERED PRODUCTS.** Buyer understands and agrees that Gennco makes no covenants, representations or warranties with respect to the ownership and use of a same or similar trademark by other companies, in other product categories, or the same product categories outside of the United States. Buyer further understands and agrees that Gennco is transferring only the rights Gennco owns in the Trademark for the particular classes of goods for which Gennco has obtained the Registrations.
4. **GENNCO'S COVENANTS.** Gennco covenants and agrees that it:
 - a. will not contest Buyer's full and complete ownership of the Trademark or the Registrations, including the rights to use, license the use of and/or register the Trademark in the United States for the registered products;

b. will not use or seek to register the Trademark in the United States for the registered products; and

c. will not contest or file an opposition to the acquisition by Buyer of the Trademark.

5. **COOPERATION; COSTS AND EXPENSES.** After payment of the Purchase Price and upon the request of Buyer, Gencco shall execute and deliver to Buyer all documentation required to perfect the transfer of the Registrations with the United States Patent and Trademark Office, provided however, that Gencco shall not be required to incur any out-of-pocket expenses to effectuate the assignment. Buyer agrees to file the appropriate forms with the United States Patent and Trademark Office to effectuate the assignment and Gencco will cooperate with Buyer as necessary to effectuate the trademark assignment.

6. **GENNCO'S REPRESENTATIONS AND WARRANTIES.** Gencco warrants and represents to Buyer that as of the Effective Date:

a. Gencco has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

b. Gencco will not engage in any action that will be detrimental to the validity of the Trademark or the Registrations after the completion of the assignment.

c. Gencco has the right to convey the title and interest in the Trademark and the Registrations.

d. Gencco represents that there is no outstanding indebtedness incurred by Gencco for which a valid lien or other security interest could be filed against the Trademark or the Registrations.

e. To the best of Gencco's knowledge, there is no past due fee or payment owing in the respective trademark registries relating to the Trademark or the Registrations. Gencco agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Gencco or Buyer, Gencco will pay such fee to the respective trademark registry or to Buyer as mutually agreed by the parties.

f. There are no pending or threatened infringement actions against the Trademark. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body prior to the Effective Date, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Gencco that as of the Effective Date:

a. Buyer has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

b. Any and all consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Buyer is subject or by which Buyer is bound, or

constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

c. To the best of Buyer's knowledge, there are no pending or threatened infringement actions against the Trademark.

d. Buyer recognizes that Gencco is the valid owner of the Trademark and the Registrations.

e. After the Effective Date, Buyer shall be responsible for filing the appropriate forms to transfer, maintain and defend the Registrations with the United States Patent and Trademark Office at its sole expense. Gencco shall have no further obligations or liabilities with respect to prosecuting or maintaining the Registrations except to provide pertinent information and sign all lawful documents to effectuate the transfer.

8. WARRANTY DISCLAIMER. GENCCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT SHALL EXPIRE ON THE EFFECTIVE DATE OF THIS AGREEMENT. GENCCO'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND BUYER HEREBY WAIVES ANY REPRESENTATION OR WARRANTY OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE OWNERSHIP OR USE OF THE TRADEMARK.

10. GENCCO'S INDEMNIFICATION. Gencco shall indemnify, defend and hold Buyer harmless from and against any and all Claims pertaining to Gencco's ownership or use of the Trademark where the third party asserting the Claim asserts that the Claim arose prior to the Effective Date of the Agreement.

11. BUYER'S INDEMNIFICATION. Buyer shall defend, indemnify and hold Gencco harmless from and against any and all Claims pertaining to Buyer's ownership or use of the Trademark after the Effective Date of the Agreement.

12. ENTIRETY. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings whether written or oral.

13. NOTICES. Any notice given under this Agreement shall be sufficient upon receipt if given in writing and sent by registered mail to the other party at its last known address.

14. BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

16. **SEVERABILITY.** If any provision contained herein is found to be legally unenforceable, then the Parties agree to give an arbitrator permission to modify this Agreement so as to give it the maximum effect allowed by law.

17. **WAIVER OR MODIFICATION.** No waiver or modification of this Agreement or of any provision contained herein shall be valid unless duly executed in writing by mutual agreement of the Parties. Waiver of any of the provisions of this Agreement shall not be deemed nor shall constitute a waiver of any other provision unless otherwise expressly provided in a written document signed by the parties hereto.

18. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with Illinois law, County of Cook.

19. **ACKNOWLEDGEMENT.** The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement.

The Parties each hereby execute this Agreement as of this, the 28th day of March, 2011.

GENNCO INTERNATIONAL, INC.

A CLASSIC TIME WATCH CO., INC.

Signature By: _____

Signature By: _____

Print Name: KENNETH GENENDER

Print Name: JOSEPH SMOULIA

Title: _____

Title: President

Date: March 29, 2011

Date: March 29, 2011

KG

JS

Exhibit A:Registered Trademark Watches

STRUCTURE

Word Mark **STRUCTURE**
Goods and Services IC 014. US 002 027 028 050. G & S: Cases for clock and watch-making; Cases for watches and clocks; Chronographs for use as watches; Clock and watch hands; Dials for clock-and-watch-making; Diving watches; Jewelry watches; Mechanical and automatic watches; Parts for watches; Pocket watches; Stop watches; Watch and clock springs; Watch bands; Watch bands and straps; Watch boxes; Watch bracelets; Watch cases; Watch chains; Watch clasps; Watch crowns; Watch faces; Watch fobs; Watch movements; Watch parts; Watch pouches; Watch straps; Watch straps made of metal or leather or plastic; Wrist watches; Boxes for timepieces; Chronographs for use as timepieces; Timepieces; Timepieces and chronometric instruments. FIRST USE: 20070601. FIRST USE IN COMMERCE: 20070701
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77232414
Filing Date July 18, 2007
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition January 8, 2008
Registration Number 3401264
Registration Date March 25, 2008
Owner (REGISTRANT) GENENDER INTERNATIONAL INC. CORPORATION
 ILLINOIS 44 CENTURY DR. WHEELING ILLINOIS 60090
Assignment Recorded ASSIGNMENT RECORDED
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Assignment of Watch Trademark to Gencco

Trademark Assignment Abstract of Title
 Serial #: 77232414
 Filing Dt: 07/18/2007
 Reg #: 3401264
 Reg. Dt: 03/25/2008
 Registrant: GENENDER INTERNATIONAL INC.
 Mark: S T R U C T U R E
 Assignment 1
 Reel/Frame: 4285/0245
 Received: 09/24/2010
 Recorded: 08/27/2009
 Conveyance: ASSIGNS THE ENTIRE INTEREST
 Assignor: GENENDER INT'L INC.
 Exec Dt: 08/27/2009
 Entity Type: CORPORATION
 Citizenship: ILLINOIS
 Assignee: GENNCO INT'L INC.
 44 CENTURY DRIVE
 WHEELING, ILLINOIS 60090
 Entity Type: CORPORATION
 Citizenship: ILLINOIS

Registered Trademark Jewelry

STRUCTURE

Word Mark	STRUCTURE
Goods and Services	IC 014. US 002 027 028 050. G & S: Jewelry; Jewelry boxes. FIRST USE: 20090128. FIRST USE IN COMMERCE: 20090128
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77845171
Filing Date	October 9, 2009
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	March 16, 2010
Registration Number	3795682
Registration Date	June 1, 2010
Owner	(REGISTRANT) GENNCO INTERNATIONAL INC. AKA GENNCO INT'L INC. CORPORATION ILLINOIS 44 CENTURY DR. WHEELING ILLINOIS 60090
Prior Registrations	3401264
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE