

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Swatch Group (U.S.) Inc.		03/12/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hamilton International AG; (Hamilton International SA); (Hamilton International Ltd)		
<b>Street Address:</b>	Mattenstrasse 149		
<b>City:</b>	2503 Biel/Bienne		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	Aktiengesellschaft (AG): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0396381	HAMILTON	
<b>Registration Number:</b>	0741279	HAMILTON	
<b>Registration Number:</b>	2181720	HAMILTON	
<b>Registration Number:</b>	1148416	KHAKI	
<b>Registration Number:</b>	1622393	VENTURA	
<b>Registration Number:</b>	3497878	HAMILTON BEHIND THE CAMERA AWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9149416091		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9149415668		
<b>Email:</b>	trademark@collenip.com		
<b>Correspondent Name:</b>	COLLEN IP Intellectual Property Law, PC		
<b>Address Line 1:</b>	80 South Highland Avenue		
<b>Address Line 4:</b>	Ossining, NEW YORK 10562		
<b>ATTORNEY DOCKET NUMBER:</b>	HAMILTON		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jess M. Collen		
<b>Address Line 1:</b>	80 South Highland Avenue		

OP \$165.00 0396381

<b>Address Line 4:</b> Ossining, NEW YORK 10562	
<b>NAME OF SUBMITTER:</b>	Jane F. Collen
<b>SIGNATURE:</b>	/Jane F. Collen/
<b>DATE SIGNED:</b>	05/28/2015
<b>Total Attachments: 8</b> source=Hamiltonassignment#page1.tif source=Hamiltonassignment#page2.tif source=Hamiltonassignment#page3.tif source=Hamiltonassignment#page4.tif source=Hamiltonassignment#page5.tif source=Hamiltonassignment#page6.tif source=Hamiltonassignment#page7.tif source=Hamiltonassignment#page8.tif	

## **PURCHASE AND ASSIGNMENT AGREEMENT**

This AGREEMENT dated as of January 1, 2015 (the "Agreement Date") made by and between The Swatch Group (U.S.) Inc., 1200 Harbour Blvd., Weehawken NJ 07086, USA (hereinafter "SG US") and Hamilton International Ltd., Mattenstrasse 149, 2503 Biel, Switzerland (hereinafter „HAMILTON”).

### **INTRODUCTION**

Whereas, SG US is the owner of certain intellectual property rights listed in Exhibits A and B hereto which it desires to transfer to HAMILTON; and

Whereas, HAMILTON desires to purchase such rights from SG US and is willing to pay SG US a certain amount in consideration thereof in accordance with the terms hereof.

Now therefore, it is agreed as follows:

### **Article 1, DEFINITIONS**

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

- 1.1 "Affiliate" shall mean any corporation, partnership or other business entity that is controlled by, controls, or is under common control with a Party to this Agreement. The person shall be deemed to control a company or other entity if such person possesses directly or indirectly the power to direct or cause the direction of the management and policies of such company or other entity whether through the ownership of voting securities, by contract or otherwise.
- 1.2 "Party" means HAMILTON or SG US; "Parties" means HAMILTON and SG US.
- 1.3 "Intellectual Property Rights" means all trademarks and trademark applications as well as rights in unregistered marks and product and package trade dress SG US accrued through use in association with Hamilton products as listed in Exhibits A and B as of the date of this Agreement.

### **Article 2, SALE AND PURCHASE**

Subject to the terms and conditions of this Agreement SG US shall sell and transfer and HAMILTON shall purchase the Intellectual Property Rights free from all claims, security, charges, liens, equities, encumbrances and other third party rights in accordance with this Agreement.

### **Article 3, PURCHASE PRICE**

Upon the execution hereof, HAMILTON shall pay to SG US a consideration the sufficiency of which the Parties acknowledge of USD [REDACTED] (United States Dollars).

### **Article 4, ASSIGNMENT**

#### **4.1 Assignment**

SG US hereby irrevocably assigns to HAMILTON all right, title and interest in and to the Intellectual Property Rights. SG US further agrees to execute and deliver to HAMILTON any and all confirmatory assignments, agreements, instruments, documents, powers of attorney or certificates and to take any and all other action as HAMILTON may reasonably request in order to effect the foregoing assignment to HAMILTON of the Intellectual Property Rights.

#### **4.2 Assistance**

SG US shall provide HAMILTON with all information related to the Intellectual Property Rights as may be known or possessed by SG US and as may reasonably be necessary for HAMILTON to prosecute them. If any licenses, consents or agreements from third parties are required for the assignment of the Intellectual Property Rights, SG US shall provide reasonable assistance to HAMILTON for it to obtain the granting or execution of the same and until such licenses, consents or agreements have been obtained, SG US shall hold the relevant Intellectual Property Rights in trust for HAMILTON.

### **Article 5, REPRESENTATIONS AND WARRANTIES**

SG US hereby represents and warrants to HAMILTON that:

#### **5.1 Ownership**

SG US is the exclusive owner of all right, title and interest in and to the Intellectual Property Rights and has the right to transfer the Intellectual Property Rights to HAMILTON hereunder free and clear of any liens, encumbrances or charges.

#### **5.2 Authority**

SG US has all necessary corporate and other authority to execute and deliver this Agreement and to consummate the transactions described herein.

#### **5.3 Disclaimer**

SG US represents that there are no interferences or other contested proceedings, either pending or, to the best knowledge of SG US, threatened, with respect Intellectual Property Rights. Notwithstanding the

foregoing, SG US makes no representation or warranty concerning the validity or enforceability of Intellectual Property Rights and nothing in this Agreement shall be construed as expressing or implying any such representation or warranty.

## **Article 6, PROSECUTION AND MAINTENANCE**

### **Prosecution by HAMILTON**

HAMILTON shall directly assume responsibility for prosecution and maintenance of the Intellectual Property Rights immediately after the Agreement Date and shall bear all costs and expenses in connection with the assignment of and all activities related to the Intellectual Property Rights.

Except as otherwise provided in this Agreement, HAMILTON shall have the right and responsibility to decide whether or not to seek or continue to seek or maintain intellectual property protection on any Intellectual Property Rights in any country and to file for, procure, maintain and enforce Intellectual Property Rights in any country.

## **Article 7, TERM AND TERMINATION**

- 7.1 This Agreement shall be effective as of the Agreement Date first written above and shall continue in effect until the expiration of the last to expire Intellectual Property Rights.
- 7.2 SG US may terminate this Agreement following sixty (60) days written notice (the "notice period") to HAMILTON in the event HAMILTON (a) fails to make any payment which is due under Article 3 of this Agreement, within the notice period; or (b) commits a material breach of any other obligation of its Agreement which is not cured within the notice period; or (c) becomes insolvent, has filed against it a petition in bankruptcy that HAMILTON consents to, acquiesces in or fails to cure within ninety (90) days of such filing, makes a general assignment for the benefit of creditors or has a receiver appointed for it.
- 7.3 Upon SG US' termination pursuant to Section 7.2, SG US shall be given the option for a period of sixty (60) days to elect by written notification to HAMILTON to have the Intellectual Property Rights re-assigned to SG US at SG US' expense. If SG US elects to have the Intellectual Property Rights re-assigned to it, HAMILTON at SG US' expense shall take all necessary steps to maintain the Intellectual Property Rights until assigned, shall assign the Intellectual Property Rights to SG US, and shall execute all documents that may reasonably be necessary to perfect the assignment of the Intellectual Property Rights.

## **Article 8, MISCELLANEOUS**

### **8.1 Governing Law and Venue**

This Agreement shall be governed by, and interpreted and construed in accordance with Swiss Law without giving effect to its rules on conflict of laws and regardless of the place of its physical execution or performance. The parties herewith expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

Any and all disputes arising in connection with this Agreement shall be submitted exclusively to the ordinary courts at the registered domicile of HAMILTON INTERNATIONAL LTD., Switzerland, without restricting any right of appeal.

Notwithstanding the foregoing HAMILTON may apply before any competent authority worldwide for interim and injunctive measures.

### **8.2 Entire Agreement**

This Agreement and the Exhibit hereto (which is deemed to be a part of this Agreement for all purposes) contain the full understanding of the Parties with respect to the subject matter hereof and supersede all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

### **8.3 Expenses**

Whether or not the transactions contemplated hereby are consummated, the parties hereto shall pay their own respective expenses. Notwithstanding the foregoing, SG US shall be responsible for the payment of all sales, transfer, or other taxes due as a result of the sale, transfer and assignment of the Intellectual Property Rights to HAMILTON hereunder.

### **8.4 Severability**

The illegality, invalidity or unenforceability of any clause or part of this Agreement shall not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent court of authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

### **8.5 Assignment**

HAMILTON may assign its rights and obligations under this Agreement (or any document referred to in the Agreement) to any Affiliate of The Swatch Group Limited.

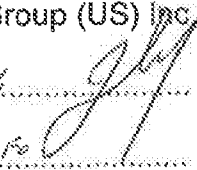
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives.

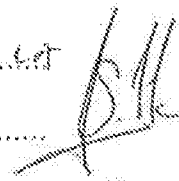
Weehawken, .....

Biel, ...12/3/2015..

The Swatch Group (US) Inc.

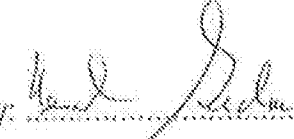
Hamilton International Ltd.


By: *James Kelly* 

*Sylvain Dohet* 

Function: *CEO*

Function: *CEO*

By: 

By: *Alexandre Geis* 

Function: *Asst. Sec.*

Function: *CFO*

Exhibit A

Trademarks and Trademark Applications

E = Registration  
R = Renewed  
W = Watches, Horological instruments  
J = Jewellery

**LIST OF THE TRADEMARKS OF THE SWATCH GROUP (U.S.) INC.  
STATUS FEBRUARY 2015**

**HAMILTON**

ARGENTINA HAMILTON	R/E	1737235	~	21.05.1999 / 2019	int.cl.14 W - renewal and re-assignment from Hamilton Intl. (Lengnau) to SW GR US filed / pending
BAHAMAS HAMILTON	R/E	16619	~	29.07.1994 / 2018	nat. cl.10 W - renewal and assignment from SMH (US) Inc. to SW GR US filed / pending
BRAZIL HAMILTON	R/E	818016671	-	06.09.1994 / 2018	local cl. 09.05 (W)
CANADA HAMILTON	R/E	UCA07123	~	12.08.1936 / 2026	W
CHILE JHAMILTON	R/E	851365	~	16.10.1998 / 2018	int.cl.14 W +
CHINA HAMILTON	R/E	1154351	~	28.02.1998 / 2018	int.cl.14 W
HONG KONG 	R/E	B05429	~	26.03.1994 / 2015	int.cl.14 W
HONG KONG HAMILTON	Pending Application -			27.11.2014	int.cl. 9, 14
JAMAICA HAMILTON	R/E	33631	~	16.10.1996 / 2023	int. cl. 14 W



JAPAN W HAMILTON	R/E	2241788	*	28.06.1990 / 2020	int. cl. 9, 14
JAPAN +J ハミルトン	E	5347080	*	20.08.2010 / 2020	int. cl. 14 W
JAPAN HAMILTON	Pending Application -			27.11.2014	int.cl. 9,14
MEXICO HAMILTON	E	1291871	*	19.06.2012 / 2015	int.cl.14 W
MEXICO HAMILTON	E	1091790	*	25.03.2009 / 2018	int.cl.14 W - this TM has been filed in order to maintain TM protection for HAMILTON in MX as M.11858 had been refused. In the meantime, M.11858 has been accepted and M.16690 will be dropped at the next renewal.
TAIWAN HAMILTON	R/E	554774	*	16.03.1992 / 2022	int.cl.14 W
USA 26 Hamilton	R/E	396381	*	14.07.1942 / 2022	int. cl. 18,
USA HAMILTON	R/E	741279	*	27.11.1962 / 2022	int. cl. 14
USA HAMILTON	R/E	2181720	*	18.08.1998 / 2018	int. cl. 14

#### HAMILTON KHAKI or KHAKI

ARGENTINA HAMILTON KHAKI	R/E	2186885	*	22.01.1996 / 2017	int.cl.14 W
AUSTRALIA HAMILTON KHAKI	R/E	A632361	*	14.06.1994 / 2021	int.cl.14 W
BAHAMAS HAMILTON KHAKI	R/E	16620	*	29.07.1994 / 2018	nat. cl.10 W
BERMUDAS HAMILTON KHAKI	R/E	B26276	*	21.07.1994 / 2015	int.cl.14 W
CANADA	R/E	447772	*	15.09.1995 / 2025	W

**KHAKI**

CAYMAN ISLANDS HAMILTON KHAKI	R/E	1499338	*	05.12.1994 / 2019	int.cl.14 W
CHINA HAMILTON KHAKI	R/E	1158163	*	14.03.1998 / 2018	int.cl.14 W
GREAT BRITAIN HAMILTON KHAKI	R/E	1499338	*	06.05.1992 / 2019	int.cl.14 W
HONG KONG HAMILTON KHAKI	R/E	B4160/96	-	29.06.1994 / 2015	int.cl.14 W
JAMAICA HAMILTON KHAKI	R/E	29089	*	21.07.1994 / 2015	int.cl.14 W
JAPAN HAMILTON KHAKI	R/E	3283613	*	18.04.1997 / 2017	int. cl. 14 W
MEXICO +J KHAKI HAMILTON	R/E	1012628	-	16.06.2000 / 2020	int. cl. 14 W
USA KHAKI	R/E	1148416	*	17.03.1981 / 2021	int. cl. 14 W

**HAMILTON VENTURA or VENTURA**

JAPON +J HAMILTON VENTURA	E	5347306		20.08.2010 / 2020	int. cl. 14 W
MEXICO VENTURA	R/E	626632		09.12.1997 / 2017	int. cl. 14 W
USA VENTURA	R/E	1622393	*	13.11.1990 / 2020	int. cl. 14 W

**HAMILTON BEHIND THE CAMERA AWARDS**

USA	E	3497878		09.09.2008 / 2018	int. cl. 41
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