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TRANSACTION

Between the following Companies:

· KEMON S.p.A., with registered office in San Giustino (PG) Italy, Via Mattei 35, registered at the Court of Perugia Company Register No. 4603, VAT registration number 00237580543, in this document represented by Managing Director-Legal Representative Mr. Giuliano Nocentini, born in San Giustino on 15 October 1949 and carrying out this task at the registered office, heretofore is referred to in the following document as "KEMON"

AND

INTERNATIONAL TRADE MARKS S.A., with office in Luxembourg, 28 boulevard Joseph II, registered in the Court of Luxembourg Commercial Registry No. B44772, heretofore is referred to in the present document as "ITM"

GIVEN THAT

On 19 November 1993, KEMON stipulated the termination of the following brands with ITM:

No. MI92C/007112 of 16 October 1992

Cramer Italy

No. 10951D/93

of 11 May 1993

Cramer International

having two intertwined and opposed C's as its logo

On 6 June 1996 KEMON and ITM, both brought to court by CHANEL S.A. with offices in Neuilly Sur Seine Cedex France, 135 Avenue Charles De Gaulle, stipulated an agreement with CHANEL which gives CHANEL exclusive rights to brand No. 339.124 and No. 426.432, of which it is owner.

KEMON and ITM have furthermore undertaken to respectively renounce the Cramer brands in their possession, having two intertwined and opposed C's as its logo, since they could be mistaken for CHANEL-owned brands.

On 20 June 1996 ITM asked KEMON to find a solution for compensation regarding damages it incurred due to the agreement with CHANEL.

On 13 September 1996 KEMON proposed the termination of other brands owned by ITM.

On 15 October 1996 ITM accepted KEMON's proposal.

THAT STATED, WE AGREE UPON THE FOLLOWING

Art. 1. The premise is an integral part of the present agreement.

Art. 2. KEMON, in substitution of the Cramer brands previously released to ITM, sells and transfers to the same the ownership of the following brands :

•	Reg. No. 1998019	of 3 September 1996	ACTYVA	U.S.A.
•	Reg. No. 580494	of March 1993	ACTYVA	Australia
•	Reg. No. 413703	of 18 June 1993	ACTYVA	Canada
•	Reg. No. 368455	of 7 March 1979	CRAMER	Italy
•	Reg. No. 534869	of 7 April 1989	CRAMER	International
•	Reg. No. 572692	of 2 October 1989	LIDING	Italy
•	Reg. No. 486818	of 18 November 1986	SOLFINE	Italy
•	Reg. No. 368318	of 25 February 1987	SOLFINE	Canada
•	Reg. No. 557450	of 14 June 1989	NATURETTE	Italy

San Giustino, 20 October 1996

KEMON S.p.A.

INTERNATIONAL TRADE MARKS S.A.

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RECORDED: 12/28/1999

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