

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨ ▼



101998233

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Ref. No. 1011-TM-357

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Staff International S.p.A.  
*2.12.02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Italian Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Belmont Brands Limited  
Internal Address: 1st Floor Oliaji  
Street Address: Trade Center 12  
City: Victoria Mahe State: Seycheles Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Italian Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: January 11, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/351,966

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: James V. Costigan, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: Hedman & Costigan, P.C  
1185 Avenue of the Americas  
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-1540

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. 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.*

James V. Costigan Reg. No. 25,669      January 31, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/28/2002 DBYRNE 00000201 76351966  
01 FC:481 40.00 DP

## ATTO DI COSTITUZIONE DI PEGNO

Tra

Staff International spa, con sede in 36025 Noventa Vicentina (VI), C.F., P.IVA e N.Reg.Impr.:004822900244, in persona di Stefano Tosin, ,  
(di seguito per brevità Staff)

E

Belmont Brands Limited, con sede in 1ST Floor, Oliaji, Trade Centre 12, Victoria Mahe, Republic of Seychelles, nella persona del suo legale rappresentante procuratore, dott. Antonio Maffezzoni (di seguito per brevità Belmont)

### PREMESSO

- a) che Belmont è titolare dei marchi dettagliatamente elencati nell'allegato A (di seguito per brevità indicati come **Marchi "D<sup>2</sup> Dsquared"**);
- b) che Staff ha concesso in mutuo a Grascoe Holding Limited, con sede in Dublino (Irlanda), Fourth Floor, Dollard House, Wellington Quay (qui di seguito per brevità "Grascoe"), licenziataria esclusiva dei **Marchi "D<sup>2</sup> Dsquared"**, in data 11 gennaio 2002 una somma di denaro pari a Euro 1.291.142, con le modalità e nei termini previsti in separato contratto ("il Contratto di Mutuo");
- c) che Belmont ha interesse che la propria licenziataria, Grascoe, non si renda inadempiente nei confronti della mutuante Staff e vuole fornire adeguata garanzia a Staff;

### LE PARTI CONVENGONO E STIPULANO QUANTO SEGUE:

1. Belmont costituisce in pegno i **Marchi "D<sup>2</sup> Dsquared"** a favore di Staff, a garanzia della restituzione da parte di Grascoe della somma di denaro indicata al punto b) delle premesse.
2. Belmont garantisce che i **Marchi "D<sup>2</sup> Dsquared"** come sopra costituiti in pegno sono di sua piena proprietà, liberi da vincoli e liberamente trasferibili a terzi.
3. Belmont si obbliga a fare iscrivere entro 60 giorni, il pegno di cui al punto 1 nei registri relativi a tutti i **Marchi "D<sup>2</sup> Dsquared"** e si impegna fin d'ora a fare tutto ciò che è in suo potere per l'espletamento di tutte le formalità necessarie all'iscrizione in parola.
4. Belmont si impegna a sostenere tutte le spese connesse con le operazioni e le attività, proprie o dei professionisti incaricati, che si renderanno necessarie alla costituzione e all'iscrizione del pegno di cui ai punti precedenti.
5. Belmont si impegna altresì a garantire il debito di Grascoe verso Staff costituendo in pegno anche le eventuali future estensioni dei **Marchi "D<sup>2</sup> Dsquared"** in altri paesi.
6. Nel caso in cui Grascoe divenisse insolvente nei confronti di Staff per la somma garantita dal pegno, oltre alle procedure di esecuzione forzata riconosciute dalla legge, Staff potrà ottenere che Belmont le ceda i **Marchi "D<sup>2</sup> Dsquared"** con le modalità e termini previsti dal Contratto di Mutuo di cui in premessa.
7. Il presente contratto è regolato dalla legge italiana. Per qualsiasi controversia dovesse sorgere nell'interpretazione o nell'esecuzione del presente contratto le parti indicano come esclusivamente competente l'Autorità Giudiziaria del Foro di Milano.

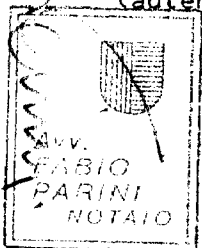
Letto, confermato e sottoscritto.

Lugano, li 11 gennaio 2002

Per Staff

Per Belmont

(autentica delle firme a retro)



ALLEGATO A

*Stephan...*

MARCHIO	NOME	TIPO	CLASSI	PAESE	Data domanda	N.ro domanda	Data concessione	N.ro concessione
Italiano	D <sup>2</sup>	Figurativo e denominativo	3, 18, 25	Italia	23/05/1994	4981	13/12/1996	696089
Italiano	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Italia	20/12/2001	MI2001C012830		
Comunitario	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	UE	19/12/2001	2509826		
Australiano	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Australia	21/12/2001			
Canadese	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Canada	21/12/2001			
Giapponese	D <sup>2</sup> D <sup>2</sup> Squared		25	Giappone		6-132.617		
Giapponese	D <sup>2</sup> Dsquared	Figurativo	3, 9, 18, 25	Giappone	27/12/1994		13/06/1997	3.22.937
Giapponese	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Giappone				
Honk Kong	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Hong Kong	21/12/2001	n.20611 del 2001 per classe 9 n.20612 del 2001 per classe 14 n.20614 del 2001 per classe 18 n.20613 del 2001 per classe 25		
Norvegese	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Norvegia				
Sudafricano	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Sud Africa				
Coreano	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Sud Corea				
Svizzero	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25	Svizzera				
Statunitense	D <sup>2</sup> Dsquared <sup>2</sup>	Figurativo	9, 14, 18, 25					

TRADEMARK

**PLEDGE AGREEMENT**

Between

Staff International spa, with registered office in 36025 Noventa Vicentina (Vicenza), fiscal code, VAT no. and Registry of Enterprises no. 004822900244, represented by Stefano Tosin, (hereinafter, for brevity, Staff)

and

Belmont Brands Limited, with registered office at 1<sup>st</sup> Floor, Oliaji, Trade Center 12, Victoria Mahe, Republic of Seychelles, represented by its legal representative attorney, Mr. Antonio Maffezzoni (hereinafter, for brevity, Belmont)

**WHEREAS**

- a) Belmont owns the trademarks listed in detail in Annex A (hereinafter, for brevity, referred to as "**D<sup>2</sup> DSquared**" Trademarks);
- b) Staff loaned to Grascoe Holding Limited, with registered office at Fourth Floor, Dollard House, Wellington Quay, Dublin (Ireland) (hereinafter, for brevity, Grascoe), exclusive licensee of the "**D<sup>2</sup> DSquared**" Trademarks, on 11<sup>th</sup> January 2002, a sum of money equal to Euro 1,291,142, in the ways and upon the terms and conditions provided in a separate agreement (the "Loan Agreement");
- c) Belmont has an interest in its licensee Grascoe not defaulting vis-à-vis the lender Staff, and wishes to provide adequate security to Staff;

**THE PARTIES AGREE AND STIPULATE THE FOLLOWING:**

1. Belmont hereby pledges the "**D<sup>2</sup> DSquared**" Trademarks in favor of Staff, to secure the repayment by Grascoe of the sum of money indicated in point b) of the recitals.
2. Belmont warrants that the "**D<sup>2</sup> DSquared**" Trademarks, as above pledged, are fully owned by it, free from encumbrances, and can be freely transferred to third parties.
3. Belmont undertakes to have the pledge referred to in point 1 registered in the registers relative to all the "**D<sup>2</sup> DSquared**" Trademarks, and hereby undertakes to do everything in its power for the carrying out of all the formalities necessary for said registration.
4. Belmont undertakes to incur all the expenses connected with the operations and activities of its own or of the professionals appointed which may be necessary to set up and register the pledge under the above points.
5. Belmont also undertakes to secure Grascoe's payable towards Staff, by pledging also any future extensions of the "**D<sup>2</sup> DSquared**" Trademarks in other countries.
6. Should Grascoe become insolvent vis-à-vis Staff in respect of the sum secured by the pledge, Staff shall be entitled to obtain, as well as the forced enforcement procedures recognized by law, that Belmont transfers the "**D<sup>2</sup> DSquared**" Trademarks to it in the ways and upon the terms and conditions provided under the loan agreement referred to in the recitals.
7. This agreement is governed by Italian law. The Court of Milan shall have sole jurisdiction over any dispute which may arise in relation to the construction or performance of this agreement.

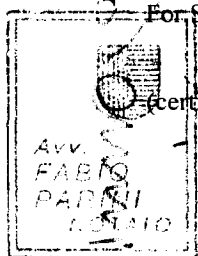
Read, confirmed and signed

Lugano, 14<sup>th</sup> January 2002

For Staff:

For Belmont:

(certification of the signatures on the back)



I, the undersigned Notary, certify that the signatures of Messrs: -----

**STEFANO TOSIN**, Italian citizen, born in Bassano del Grappa (Vicenza) on 16.09.1963, resident in Bassano del Grappa (Vicenza), unmarried, identified by passport no. 465396R, issued by the Questura of Vicenza on 12.05.1997; -----

**ANTONIO MAFFEZZONI**, Italian citizen, born in Cremona on 08.01.1961, resident in Castagnola, unmarried, who is known to me, -----

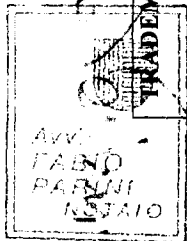
which have been personally affixed on the other side of this page in my presence and view, are true and correct. -----

In witness whereof, I hereby affix my signature and seal. -----

Lugano, 11<sup>th</sup> January 2002. -----

*Signed: Fabio Parini, Notary in Lugano*

*Seal: Avv. Fabio Parini, Notary*



TRADEMARK	NAME	TYPE	CLASSES	COUNTRY	Date of application	Application number	Date of registration	Registration number
Italian	D <sup>2</sup>	Figurative and denominative	3, 18, 25	Italy	23/05/1994	4981	13/12/1996	696089
Italian	D <sup>2</sup> D <sup>2</sup> squared	Figurative	9, 14, 18, 25	Italy	20/12/2001	M120D1C012830		
Community	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	EU	19/12/2001	2509826		
Australian	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Australia	21/12/2001			
Canadian	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Canada	21/12/2001			
Japanese	D <sup>2</sup> D <sup>2</sup> squared		25	Japan		6-132.617		
Japanese	D <sup>2</sup> D <sup>2</sup> squared	Figurative	3, 9, 18, 25	Japan	27/12/1994		13/06/1997	3.22.937
Japanese	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Japan				
Hong Kong	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Hong Kong	21/12/2001	No. 20611 of 2001 for class 9 No. 20612 of 2001 for class 14 No. 20614 of 2001 for class 18 No. 20613 of 2001 for class 25		
Norwegian	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Norway				
South African	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	South Africa				
Korean	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	South Korea				
Swiss	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25	Switzerland				
US	D <sup>2</sup> D <sup>2</sup> squared <sup>2</sup>	Figurative	9, 14, 18, 25					

ENCLOSURE A

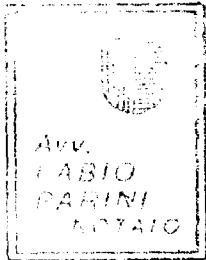
**No. 3175 (three thousand one hundred seventy five) of the Register of Acknowledgements**

I the undersigned notary public hereby declare that this is the true, correct and complete translation executed by myself from Italian into English, languages I both am conversant with and knowledgeable, of the pledge contract between Staff International SpA, with registered office in 36025 Noventa Vicentina (VI), Italy, and Belmont Brands Limited, with registered office in Victoria, Mahé, Republic of Seychelles, signed on the 11<sup>th</sup> of January 2002, bearing on the backside the legalization of the signature of the attorney of the parties, and of its enclosure A. -----

Witness the hand and the seal of my office. -----

Lugano, January 17<sup>th</sup> (seventeen), 2002 (twothousandtwo). -----

*Mr. Carlo ... in Lugano*



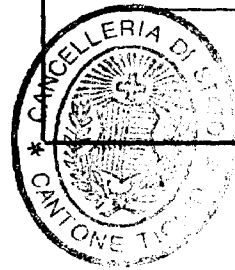
AROSTELLE  
(Convenzione del 5 ottobre 1961)

1. Stato, Repubblica Cantonale del Ticino (Svizzera)  
Il presente atto è stato  
2. eseguito dal notaio FABIO PARINI  
3. nel Comune di Lugano, cantone di Lugano, notaio  
4. e in lingua italiana dal notaio

Autentico  
5. in data 18 GEN. 2002  
7. da Cancelleria dello Stato

8. col numero 187  
9. Sigillo/bollo  
10. firmato

**CARMELO MAZZA**  
Capoufficio



Tassa Fr. 30.-