

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

RI



102269364

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. 10-28-02 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 Republic of Seychelles 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 B. Trademark Registration No.(s) Additional number(s) attached Yes No

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 Name of Person Signing Signature October 22, 2002 Date Total number of pages including cover sheet, attachments, and document: 8

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

10/31/2002 LHWELLER 00000180 001540 76351966 01 FC:8521 40.00 CH

FEB 12 2002

03-01-2002

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
Address: _____
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

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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 *[Signature]* 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 DBYRME 00000201 76351966
01 FC:481 40.00 DP

TRADEMARK
REEL: 002608 FRAME: 0915

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 "D² 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 "D² 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 "D² 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 "D² 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 "D² 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 "D² 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 "D² 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)



N. 3155 (tremilacentocinquantacinque) della Rubrica dei Brevetti. -----

Certifico io sottoscritto notaio l'autenticità delle firme qui a retro personalmente apposte in mia presenza e vista dai signori: -----

STEFANO TOSIN, cittadino italiano, nato a Bassano del Grappa (VI), in data 16.09.1963, residente a Bassano del Grappa (VI), celibe, legittimatosi mediante Passaporto N. 465396R, rilasciato dalla Questura di Vicenza il 12.05.1997; -----

ANTONIO MAFFEZZONI, cittadino italiano, nato a Cremona, in data 08.01.1961, residente a Castagnola, celibe, persona a me nota. -----

In fede di che appongo la mia firma ed il segno del tabellionato. -----

Lugano, 11 (undici) gennaio 2002 (duemiladue). -----



Avv. Fabio Parini, Notaio, in Lugano

ALLEGATO A

Stefano...

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

No. 3166 (three thousand one hundred sixty six) of the Register of Acknowledgements

The undersigned notary herewith certifies that this contract of pledge between Staff International SpA, with registered office in 36025 Noventa Vicentina (VI), Italy, represented by Mr. Stefano Tosin, and Belmont Brands Limited, with registered office in Victoria, Mahé, Republic of Seychelles, represented by Mr. Antonio Maffezzoni, signed on the 11th of January 2002, bearing on the backside the legalization of the signatures of the attorney of the parties, made by myself the notary under the Nr. 3155 (three thousand one hundred fifty five) of the Register of the Acknowledgements dated 11th of January 2002, consisting of 1 (one) typewritten page and of its enclosure A also consisting of 1 (one) typewritten page, is a true, correct and complete copy of the original, with which the undersigned notary has duly compared said copy.

Witness the hand and the seal of my office.

Lugano, January 17th (seventeen), 2002 (twothousandtwo).



Avv. Stefano Tosin, notaio, in Lugano

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Stato: Repubblica Cantonale del Ticino (Svizzera)
Il presente atto pubblico

2. è stato firmato da Fabio Parini
3. operante in qualità di notaio
4. è munito del bollo del notaio di notaio

Apostillato **18 GEN. 2002**

5. in Vienna il 18 GEN. 2002
7. da Cancellaria dello Stato

8. col numero 100238
9. Sigillo/bollo CARMELO MAZZA 10. firma: [Signature]
Capufficio

CANCELLERIA DI STATO
CANTONE TICINO

Tassa Fr. 30.-

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 1st 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 "**D² 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 "**D² DSquared**" Trademarks, on 11th 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 "**D² 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 "**D² 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 "**D² 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 "**D² 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 "**D² 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.

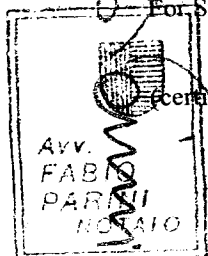
Read, confirmed and signed

Lugano, 11th 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, 11th January 2002. -----

Signed: Fabio Parini, Notary in Lugano

Seal: Avv. Fabio Parini, Notary

AVV.
FABO
PAPANI
NATAIO

TRADEMARK	NAME	TYPE	CLASSES	COUNTRY	Date of application	Application number	Date of registration	Registration number
Italian	D ²	Figurative and denominative	3, 18, 25	Italy	23/05/1994	4981	13/12/1996	696089
Italian	D ² Dsquared	Figurative	9, 14, 18, 25	Italy	20/12/2001	M120D1C012830		
Community	D ² Dsquared	Figurative	9, 14, 18, 25	EU	19/12/2001	2509826		
Australian	D ² Dsquared	Figurative	9, 14, 18, 25	Australia	21/12/2001			
Canadian	D ² Dsquared	Figurative	9, 14, 18, 25	Canada	21/12/2001			
Japanese	D ² Dsquared		25	Japan		6-132.617		
Japanese	D ² Dsquared	Figurative	3, 9, 18, 25	Japan	27/12/1994		13/06/1997	3.22.937
Japanese	D ² Dsquared	Figurative	9, 14, 18, 25	Japan				
Hong Kong	D ² Dsquared	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 ² Dsquared	Figurative	9, 14, 18, 25	Norway				
South African	D ² Dsquared	Figurative	9, 14, 18, 25	South Africa				
Korean	D ² Dsquared	Figurative	9, 14, 18, 25	South Korea				
Swiss	D ² Dsquared	Figurative	9, 14, 18, 25	Switzerland				
US	D ² Dsquared	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 11th 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 17th (seventeen), 2002 (twothousandtwo).



Mr. Cesare Parini; uscio, in Lugano

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Stato: Repubblica e Cantone del Ticino (Svizzera)
Il presente atto pubblico
2. è stato firmato da FABIO PARINI
3. operante in qualità di _____ notaio
4. è munito del sigillo/bollo di _____ notaio

Attestato

5. in Bellinzona
6. il 18 GEN. 2002
7. da Cancelleria dello Stato

8. col numero 530247

9. Sigillo/bollo _____ 10. firma _____

CARMELO MAZZA
Capoufficio



Tassa Fr. 30.-