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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

1. Name of conveying party(ies): Safilo USA, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State New Jersey Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Unicredit Banca Mobiliare S.p.a. Internal Address: Via Tommaso Grossi Street Address: 10 Milano, Italy City: State: Zip: Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Italian Bank 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: December 13, 2002

4. Application number(s) or registration number(s) A. Trademark Application No.(s) B. Trademark Registration No.(s) 1398401 1800590 1472080 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed. Name: Christine F. Benton Internal Address: Clifford Chance US LLP Street Address: 200 Park Avenue City: New York State: NY Zip: 10166

7. Total fee (37 CFR 3.41) \$ 90 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 18-1843 (Attach duplicate copy of this page if paying by deposit account)

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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. Christine F. Benton Name of Person Signing [Signature] Signature Feb. 5, 2003 Date Total number of pages including cover sheet, attachments, and document: 6

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

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01 FC 0521 40.00 CH 02 FC 0522 50.00 CH

TRADEMARK REEL: 002665 FRAME: 0647

**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Sàfilo USA, Inc., a New Jersey corporation (herein referred to as "**Grantor**"), having an address at 801 Jefferson Road, Parsippany, New Jersey 07054 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof in favor of Unicredit Banca Mobiliare S.p.A. (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is:

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of December 13, 2002.

B&FILO USA, INC.

By: *Christian De Felice*
Name: C. DE FELICE
Title: ATTORNEY

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
CHESTERFIELD		1,800,590
SLD & Design		1,398,401
TUBULITE		1,472,080