

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Benneton Group S.p.A.		01/31/2003	CORPORATION: ITALY
Benetton Group S.p.A.		01/31/2003	CORPORATION: ITALY
Benetton Group S.p.A.		01/31/2003	CORPORATION: ITALY

**RECEIVING PARTY DATA**

Name:	Nordica S.p.A.
Street Address:	Via Montebelluna 5/7
City:	Trevignano (TV)
State/Country:	ITALY
Entity Type:	JOINT STOCK COMPANY: ITALY

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	75416865	NORDICA
Serial Number:	76090294	DOBERMANN
Serial Number:	76122713	EXOPOWER
Serial Number:	76249578	N
Registration Number:	1140419	NORDICA
Registration Number:	1636804	NORDICA
Registration Number:	2336107	NORDICA
Registration Number:	1636805	N
Registration Number:	1840226	N
Registration Number:	2063545	N
Registration Number:	2074794	GPX
Registration Number:	1180293	N
Registration Number:	2671287	NORDICA

**CORRESPONDENCE DATA**

**900002281**

**TRADEMARK  
 REEL: 002725 FRAME: 0383**

**OP \$340.00 75416865**

Fax Number: (312)831-0343  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-831-9800  
Email: tmlaw@dineff.com  
Correspondent Name: DINEFF TRADEMARK LAW LIMITED  
Address Line 1: 820 West Jackson Blvd.  
Address Line 2: Suite 370  
Address Line 4: Chicago, ILLINOIS 60607

**DOMESTIC REPRESENTATIVE**

Name: DINEFF TRADEMARK LAW LIMITED  
Address Line 1: 820 West Jackson Blvd.  
Address Line 2: Suite 370  
Address Line 4: Chicago, ILLINOIS 60607

**NAME OF SUBMITTER:**

Dianna L. Daly

**Total Attachments: 19**

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[Notary's seal]

[Revenue Stamp]

Serial No. 166.412

Collection No. 34.169

**ASSIGNMENT OF BUSINESS BRANCH**

This Business Assignment Agreement is entered in Ponzano Veneto on the 31st day of the month of January 2003 into and between

**BENETTON GROUPS SPA**

with registered office in Ponzano Veneto (TV) Via Villa Minelli 1, registered share capital of Euro 236,026,454,30 (two hundred thirty-six million twenty-six thousand four hundred and fifty-four/ 30), fiscal code and entry No on the Companies' Register of Treviso 00193320264, entered on the Economic/Administrative Roll of the Chamber of Commerce, Industry, Agriculture and Handicrafts of Treviso under No. 84146, in the person of its managing director and legal representative Mr. DE PUPPI DE PUPPI LUIGI, Chief officer, born in Udine (UD) on March 8, 1942, domiciled at the aforementioned company and vested with the necessary powers (by virtue of resolution of the Board of Directors' meeting of December 18, 2002);

**NORDICA S.P.A.**

with registered office in Trevignano (TV), Via Montebelluna 5/7, registered share capital of Euro 5,000,000.00 (five million/00), with fiscal code and entry on the Companies' Register of Treviso No. 03767740263, entered on the Economic/Administrative Roll of the Chamber of Commerce, Industry, Agriculture and Handicrafts of Treviso under No. 296839 of the Chamber of Commerce, Industry, Agriculture and Handicrafts of Treviso, in the person of its Chairman of the Board of Directors and legal representative, Mr.

VACCARI FRANCO, entrepreneur, born in Montebelluna (TV) on May 6, 1939, domiciled at the aforementioned company, who acts in compliance with the decision of the Board of directors taken at the meeting of January 24, 2003.

### WHEREAS

(a) Assignor is owner of the trademark "Nordica" and of the Business Branch having as company purpose the manufacturing and marketing of ski boots and skis distinguished by this main trademark and by trademarks thereto related.

(b) Assignor intends to assign and Assignee intends to purchase the said Business Branch.

NOW THEREFORE, in the light of the aforementioned recitals making integral and substantial part of this Agreement- together with the annexes that will be indicated below- and upon the terms and subject to the conditions hereinafter set forth, Parties thereto agree as follows:

### 1. DEFINITIONS

In this Agreement, including the recitals, the terms hereinafter defined, when used with the first capital letter, shall have the meaning thereto attributed under the present art. 1.

1.1 **Assets** shall mean movable property used within the Business Branch and thereto reserved by Parties as listed in Annex 1.1

1.2 **Patents** shall mean patents, design patents, utility models and ornamental models registered by Assignor as well as the registration applications filed by Assignor with reference to Products as listed in Annexe 1.23.

1.3 **Agreement** shall mean the present Business branch assignment agreement, including annexes thereto.

1.4 **Contracts** shall mean all agreements listed in Annex 1.4 (in which it is specified which agreements are conditioned on the contracting party's consent), that have been executed for the running of the Business Branch and that are transferred therewith.

1.5 **Transfer Date** shall mean the date on which the effects of the present agreement shall be starting and that the parties agree to be February 1, 2003.

1.6 **Employees** shall mean the 119 employees listed in Annex 1.6, who up to the Transfer Date have worked within the framework of the activity performed by the Business Branch or have performed at the same time also other kinds of activities and who shall be transferred therewith.

1.7 **Working Days** shall mean all days in which Bank Institutes are open on the Milan market.

1.8 **Warehouse** shall mean the whole stock-in-house of Products, including semi-manufactured goods, raw materials and consumption material, as at January 31, 2003 as results from Annex 1.8. In said Annex the value appraisals have been agreed by the parties and are not subject to revision, whereas quantities are to be deemed as mere accounting quantities and subject to quantity verification on the basis of a physical inventory that is still in progress.

1.9 **Trademarks** shall mean the trademark "Nordica" as well as the other trademarks thereto related, which have been filed by Assignor as well as the registration applications filed by Assignor, as listed in Annex 1.9.

1.10 **Party/ies** shall mean Assignor and / or Assignee.

1.11 **Liabilities** shall mean the algebraic addition of (i) severance pay

due as of the Transfer Date with reference to Employees; (ii) severance benefits due to agents whose contracts are transferred with the Business Branch, calculated according to the collective agreements currently in force; (iii) balance in favour of suppliers of the Business Branch that result from the estimated Asset and Liability Statement and from accounting records as at the Transfer Date; such accounting records being all identified in Annexes 1.11; e (iv) financing debts towards Gesfin S.p.A. resulting from the estimated Asset and Liability Statement and from the accounting records as of the Transfer Date and relating to the Business Branch.

1.12 **Losses** shall mean costs, expenditures, losses and lost profits suffered by Assignee or Assignor as a consequence of the breach of declarations and warranties or of the breach of any further guaranties provided for by Law.

1.13 **Final Purchase Price** shall mean the provisional purchase price rectified on the basis of the balances between the Estimated Asset and Liability Statement and the Final Asset and Liability Statement.

1.14 **Provisional Purchase Price** shall mean the amount of Euro 5,330,008.39 (five million three-hundred and thirty-thousand zeroeight /39) determined by Parties on the basis of the Estimated Asset and Liability Statement.

1.15 **Products** shall mean all ski boots manufactured and / or marketed within the activity of the Business Branch and distinguished by the Trademarks as well as the skis (with integrated ski bindings) included in the 2003-2004 collection.

1.16 **Intellectual Property** shall mean Trademarks, Patents as well as

other copyright rights, unregistered trademarks, trading names and domain names used in the running of the Business Branch, provided they are related to Trademarks and with express exclusion of the Benetton name and trademark in its numerous variants.

1.17 **Business Branch** shall mean the business branch that is subject of assignment as set forth by this Agreement, and consists of the following elements: goodwill, Assets, Contracts, Employees, Intellectual Property, Liabilities and Warehouse, excluded any different element and / or assets and/ or legal position not expressly included in this Agreement.

1.18 **Auditor** shall mean the auditing company PriceWaterhouseCoopers of Treviso, or, should this not want to accept or be unable to accept due to conflict of interests, this term shall mean the auditing company KPMG of Padova, or should also this company not want or not be able to accept, the same term shall mean the Italian leading auditing company, independent on the Parties, that shall be appointed by agreement of the Parties thereto within fifteen days from the refusal on the part of KPMG, or, in case of disagreement, by the Chairman of the Court of Milan.

1.19 **Final Asset and Liability Statement** shall mean the updated balance of the Estimated Asset and Liability Statement agreed by the Parties, or in case of disagreement notified within sixty days from the Transfer Date, prepared by the Auditor within thirty days from its appointment date, upon request of the most diligent party.

1.20 **Estimated Asset and Liability Statement** shall mean the pro-forma Asset and Liability Statement of the Business Branch as of January

31, 2003 as results in Annex 1.20

1.21 **Assignee** shall mean Nordica SpA, with registered office in Trevignano (TV) - Via Montebelluna, 5/7.

1.22 **Warehouse Value** shall mean the value of the Warehouse as of Transfer date, the assessment of which is agreed by the Parties or determined by the Auditor - by applying to the physical inventory set forth under art. 1.8 the unitary values of annex 1.8, or in absence thereof, the assessment criteria indicated in Annex 1.22

1.23 **Estimated Warehouse Value** shall mean the amount of Euro 3,732,650.00 (three million seven hundred thirty-two thousand six hundred and fifty/00) as appraised in the estimated Asset and Liability Statement.

1.24 **Assignor** shall mean Benetton Group S.p.A., with registered office in Ponzano Veneto (TV) - Via Villa Minelli, 1

## 2. SUBJECT OF AGREEMENT

2.1. Within the terms and under the conditions as set forth by this Agreement, Assignor hereby sells and assigns to the Assignee, who accepts and purchases, the Business Branch

## 3. PURCHASE PRICE AND PAYMENT TERMS

3.1 The Final Purchase Price shall be paid in the following terms.

3.1.1 Upon execution of the present Agreement, Assignee shall pay to Assignor the balance between the Provisional Purchase Price and the Estimated Warehouse Value equal to Euro 1,597,358.39 (one million five hundred ninety-seven thousand three-hundred and fifty-eight/39);

3.1.2 Within and no later that July 31, 2003 Parties thereto shall settle the balance between the Provisional Purchase Price and the Final Purchase



Price with exclusion of any balance with reference to the Warehouse Value, which shall be remitted according to the following art. 3.1.3;

3.1.3. Within and no later than July 31, 2003 Assignee shall pay to Assignor the Warehouse Value, as a whole and independently of the actual sale of the Products therein included and / or of the actual profit of this sale, after deduction of those Liabilities, if any, the amount of which should be unknown at the transfer date and should therefore have been determined, by agreement between the parties, after the Transfer Date.

3.2 Parties acknowledge and agree that the Provisional Purchase Price was attributed to the elements of the Business Branch as indicated in the Estimated Asset and Liability Statement

3.3 All payments due by Assignee to Assignor as set forth by this agreement, if not differently agreed, shall be effected by crediting the amount due, with matched currency, on account No. 20027/L held by Assignor at Banca Antoniana Popolare Veneta SpA - Branch of Treviso - Piazza dei Signori, 8 (ABI 5040 - cab 12080) or on a different account number that may be indicated in writing by Assignor to Assignee.

3.4 All costs, burdens, and fiscal charges connected with the compliance of the present Agreement shall be borne by the Assignee, except for the costs relating to the legal and economic issues strictly connected with Assignor, such as costs for its counsels and the direct taxes due in relation to the Assignment subject of this Agreement.

#### **4 EMPLOYEES**

4.1 Assignor and Assignees mutually acknowledge to be aware that part of Employees, up to the Transfer Date, have performed their activity

both for the Business Branch and for other business branches of Assignor.

4.2 Should one of the employees take action for contesting his or her transfer, and following the outcome of this action, should the Assignor be obliged to reintegrate one or more employees, Assignee shall pay to Assignor the amount of the severance benefit relating to the Employees reintegrated, said amount having to be re-entered as debit on Assignor's accounting. Assignee shall undertake to use its best efforts to the aim to avoid any objection that might raise from the transfer of the Employees.

## **5. DECLARATION AND GUARANTEES**

5.1 With reference to the circumstances existing at the Transfer Date Assignor declares and guarantees to Assignee as follows:

5.1.1 Assignor has full ownership of the elements belonging to the Business Branch and has full capacity to make use thereof in the terms provided for by this Agreement. Assignor did not, does not or will not infringe rights of third parties by executing this Agreement and by performing its obligations in the terms provided therein. The present Agreement is duly signed and the obligations therein contemplated are valid and binding on Assignor.

5.1.2 Assets, Warehouse and Intellectual Property shall be free from mortgage, seizures, options and no claims of ownership were raised by third parties.

5.1.3 Employees of Business Branch are 119. Assignor complied with all applicable Law provisions and with any regulations pursuant to collective agreements, business and individual contracts as regards the relationship with Employees, furthermore Assignor has regularly paid the obligatory

contributions due, has correctly entered on its accounting the severance pay due to Employees and has correctly complied with provisions on insurance and social security. Business Branch is not bound by any contracts for consultancy, joint ventures, profit sharing, brokerage and similar.

5.1.4 In the running of the Business Branch, Assignor has substantially complied with the Law provisions in the matter of environmental protection and safety on the workplace, and, as far as Assignor is aware, has not been notified of any decisions issued by competent authorities or of the starting of proceedings aiming to denounce the breach of applicable laws or regulations, nor have such proceeding been threatened.

5.1.5 Assignor has correctly complied with the fiscal and tax obligations to be borne by the Business Branch, by presenting the declarations prescribed by Law and by paying the amounts due on the basis of the statements submitted. Business Branch has no fiscal or tax obligations other than those for which an adequate fund has been transferred as part of the Business Branch.

5.1.6 Trademarks and Patents have been registered by Assignor and the payment of fees that were due before the Transfer Date have been effected; as far as Assignor is aware, no objections or challenges on the part of third parties have been raised as to the validity or effectiveness of Trademarks or Patents, nor as regards the use of such Trademarks and Patents on the part of Assignor. Beyond those indicated in Annex 1.4 no licence of use of Trademarks and Patents have been granted to third parties. However, it is expressly understood that Assignor does not

guarantee the validity or effectiveness of Trademarks and Patents, nor the success of pending applications.

5.1.7 There are no pending court, fiscal, arbitration or administrative action or proceeding for a value exceeding Euro 50,000.00 each or exceeding Euro 250,000.00 overall, which are transferred with the Business Branch, or in which the Business Branch is involved.

5.1.8 No letter of patronage and similar was issued upon the Business Branch.

5.1.9 There are no agreements to be complied with for the purchase of raw materials, semifinished products, accessories, supply of material or equipment that are not of current use for the main activity of Business Branch.

5.1.10 All Contracts that are in force with agents and distributors at Transfer Date are listed in Annex 1.4

5.1.11 In the fiscal years 2000, 2001 and 2002 no epidemic flaws of Products have been observed that, pursuant to applicable laws, would have implied the obligation to issue notifications and / or to launch campaigns for withdrawing the Products.

5.2 With reference to the circumstances existing at the Transfer Date Assignee declares and guarantees to the Assignor as follows.

5.2.1 Assignee has taken all necessary measures for authorising the execution of this Agreement and its performance within the terms provided therein. This Agreement is duly signed and the obligations therein contained are valid and binding upon Assignee.

5.2.2. Assignee is not aware of any circumstance that might constitute a

breach of the declarations and guarantees granted by Assignor as provided in the foregoing art. 5.1.

5.3 Assignee takes note and agrees that the declarations and guarantees according to the foregoing art. 5.1 are the only warranties granted by Assignor. No further warranties of any other kind is conferred by Assignor with reference to the Business Branch, with the exception of any further warranty that is prescribed by Law.

## **6. PRODUCT-LIABILITY PRIOR TO TRANSFER DATE**

6.1 Assignor undertakes to hold harmless Assignee against costs and losses that Assignee may be requested to bear by virtue of claims asserted by third parties with respect to Products manufactured by the Business Branch before December 31, 2002 (with the exception of the autumn/winter 2003 collection). The Parties hereby covenant in respect of the said Products being part of the Warehouse that the costs and losses arising from returned wares shall not exceed the appraisal of the Product carried out according to the present Agreement (notwithstanding the civil liability against third parties). In this regard Assignee undertakes to immediately notify Assignor of any claim that may be asserted by third parties against Assignee in connection with the above, so as to enable Assignee to promptly take over the same and take any steps that might be deemed convenient.

6.2 As an exception to the above, solely for the returns of Smartech boots effected by clients within and no later than September 30, 2003 owing to delays in delivery (where delivery itself has been made within the Transfer Date) or manufacturing flaws, Assignor undertakes to recognise to Assignee a certain indemnification according to the criteria set forth in

Annex 6.2, on condition and to the extent that the expenditures for the returns have been borne by Assignee. For claims of third parties for Smartech boots other than those referred to under this Article 6.2 the provisions of Article 6.1 shall be applicable.

## 7. NOTICES

7.1 Any notice or communication to be given hereunder shall be in writing and shall be effected by registered letter with notice of receipt, that may be anticipated by telegram, telex or facsimile, and shall take effect at the date of mailing of the registered letter with notice of receipt.

7.2 Notices and communications shall be sent

7.2.1 if to Assignee to

**Nordica S.p.A.**

via Montebelluna, 5/7

31040 Trevignano (TV)

Fax no. 0423-6731

FAO: Mr. Franco Vaccari

with a copy to:

Avv. Renzo Maria Morresi

Fax no. 0422 571942

e-mail: morlex.treviso@morresi.org

7.2.2 if to Assignor:

**Benetton Group S.p.A.**

Via Villa Minelli, 1

31050 Ponzano Veneto (TV)

FAO: Managing Director

Fax no. 0422 - 51 99 94

with a copy to:

Chief of Legal Affairs

Fax no. 0422 - 51 95 86

7.3 It is explicitly understood that notices sent to the Parties at their above-elected domicile shall be deemed to have been received upon their actual receipt at said domicile. Any changes of the above addresses shall not be enforceable unless they are notified in writing to the Party concerned.

## **8. PRESS RELEASES**

8.1 Except for statements that may be obligatorily required pursuant to Law provisions or regulations promulgated by government authorities, controlling bodies, or Stock Exchange authorities having jurisdiction on Assignee or Assignor, no press releases or announcements of different nature shall be issued in respect of the execution of this Agreement, provisions contained therein or transactions contemplated hereby, without the prior written consent of both Parties.

## **9. COMPETITION**

9.1 Benetton undertakes for a period of 36 (thirty-six) months from the Transfer Date, directly or indirectly (including, without limitation, the activities performed by companies, associations, joint ventures or similar corporate bodies) to refrain from any activity that may be considered in competition with the activity carried out by the Business Branch exclusively within the field of the manufacturing and marketing of ski-boots, snowboard-boots and skis, the possibility of producing and marketing snowboard-boots and skis under the trademark "Kästle" and the trademark

"Killer Loop" being explicitly excluded from said undertaking.

## 10. MISCELLANEOUS

10.1 Any modification of this Agreement shall be in writing and executed by both Parties.

10.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, who shall be in turn bound by all the provisions of this Agreement.

10.3 In the event that one or more of the clauses contained in this Agreement will be deemed null and void, such defect shall not determine the invalidity of the remainder of the clauses or of this entire Agreement.

10.4 This Agreement with the Annexes hereto constitute the whole understanding of the Parties and replaces any understanding, agreement, or covenant, whether oral or in writing, which might have existed heretofore.

10.5 No tolerating behavior, even if repeated, of either Party towards breaches or late performances of the other Party shall be construed as tacit abrogation of the corresponding covenants or as waiver of the non-breaching Party to enforce its rights.

10.6 The titles and sub-titles of each Article of this Agreement have been given for identification purposes only and have no value for the construction of the same.

## 11. JURISDICTION

11.1 Any dispute that may arise in respect of the validity, construction or performance of this Agreement shall be settled by ritual arbitration of equity in compliance with the conciliation and arbitration rules of the Chamber of Commerce of Milan. The arbitration seat shall be Treviso.



11.2 The Court of Treviso shall have exclusive jurisdiction as to any dispute arising from the present Agreement that might not be settled by arbitration.

[signatures of the Parties]

Serial No. 166.412

Collection No. 34.169

#### AUTHENTICATION OF SIGNATURE

Ponzano Veneto, 31 - this thirty-first day of January, 2003

I, the undersigned, Dr. Battista Parolin, Notary Public in Montebelluna, entered on the Roll of Notaries Public of the District of Treviso, do hereby CERTIFY that without the assistance of witnesses, which the parties have agreed to waive upon my consent,

**Mr. DE PUPPI DE PUPPI LUIGI**, chief officer, born in Udine (UD) on March 8, 1942, domiciled at the below-identified company, as legal representative of the company BENETTON GROUP S.P.A., with seat at Ponzano Veneto (TV), Via Villa Minelli, n. 1, share capital Euro 236,026,454.30 (two hundred thirty-six million and twenty-six thousand four hundred fifty-four/30), with fiscal code and number of registration on the Register of Companies of Treviso 00193320264, entered on the Economic/Administrative Roll of the Chamber of Commerce, Industry, Handicrafts and Agriculture of Treviso under No. 84146, in his capacity of managing director, vested with the necessary powers (resolution of the Board of Directors of December 18, 2002);

**Mr. VACCARI FRANCO**, entrepreneur, born at Montebelluna (TV) on May 6, 1939, domiciled at the below-identified company, as legal representative of

NORDICA S.P.A., with seat at Trevignano (TV), Via Montebelluna 5/7, share capital 5,000,000.00 (five million/00), with fiscal code and number of registration on the Register of Companies of Treviso 03767740263, entered on the Economic/Administrative Roll of the Chamber of Commerce, Industry, Handicrafts and Agriculture of Treviso under No. 296839, in his capacity of Chairman of the Board of Directors, in accordance of the resolution adopted by the Board of Directors on January 24, 2003;

whose personal identity, capacity and title are known to me, have affixed their signatures, before me and in my presence, to the foregoing instrument - which they have requested me to keep on file in my collection - as well as to the Annexes thereto 1.1 (as Annex "A"), 1.2 (as Annex "B"), 1.4 (as Annex "C"), 1.6 (as Annex "D"), 1.8 (as Annex "E"), 1.9 (as Annex "G"), 1.11 (as Annex "G"), 1.20 (as Annex "H"), 1.22 (as Annex "I"), 6.22 (as Annex "L").

Signature and seal of Battista Parolin, Notary Public

\*\*\*\*\*

Certified true copy of the original deed certified by me in respect of the signatures affixed thereto and to the Annex "F" (Annex 1.9), the reproductions of the other Annexes having been omitted upon consent by the Parties, and kept on file in my collection of deeds under No. 34.169, said copy being issued for legal purposes.

Montebelluna, September 2, 2003

Signature and seal of Battista Parolin, Notary Public

[Stamp: registered for revenue purposes at Montebelluna on February 7, 2003 under No. 475.2U

Duty paid: Euro 159,905 of which Euro / for recordation purposes.

The Director

sgd. CARRARO]

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Marks:

Application No. 75/416865  
Registration No. 1140419  
Registration No. 1636804  
Registration No. 2336107  
Registration No. 1636805  
Registration No. 1840226  
Registration No. 2063545  
Registration No. 2074794  
Registration No. 1180293  
Application No. 76/090294  
Application No. 76/122713  
Registration No. 2671287  
Application No. 76/249578

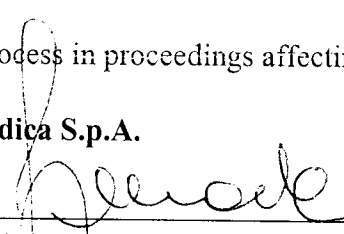
Applicant hereby designates:

DINEFF TRADEMARK LAW LIMITED  
820 West Jackson Blvd.  
Chicago, Illinois 60607  
Telephone: 312 831 9800  
Facsimile: 312 831 0343  
e-mail: tmlaw@dineff.com

as domestic representative upon whom may be served notices of process in proceedings affecting this mark.

**Nordica S.p.A.**

Date: SEPTEMBER 8<sup>th</sup> 2003

Signature: 

RUGGERO ZANATTA - MANAGING DIRECTOR

Print or type Name and Position

Telephone Number \_\_\_\_\_

## DECLARATION

I, the undersigned, Manuela Bruscolini of INTERPATENT SRL, Via Caboto 35, 10129 Torino, Italy, hereby certify to be the translator of the hereto attached Business Branch Assignment Agreement between Benetton Group SpA and Nordica SpA.

I certify that said English translation is a true translation of the original document in the Italian language to the best of my knowledge and belief.

Torino, September 5, 2003

Manuela Bruscolini