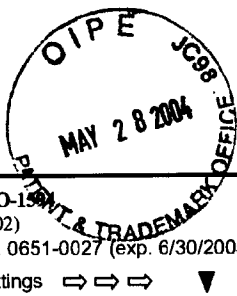


5/28/04



06-03-2004

Form PTO-158 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

102757723

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

1. Name of conveying party(ies):
Miu Miu S.A.

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

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

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

Execution Date: October 1, 2003

2. Name and address of receiving party(ies)
 Name: Prada S.A.
 Internal
 Address: _____
 Street Address: 23 rue Aldringen
 City: Luxembourg State: LU Zip: L-1118

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Corporation - Luxembourg

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,288,418;

 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Anna Kurian Shaw
 Internal Address: _____
Hogan & Hartson L.L.P.

 Street Address: 555 Thirteenth Street, NW

 City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1349

DO NOT USE THIS SPACE

9. Signature.
Anna Kurian Shaw Anna K Shaw¹⁵² May 28, 2004
 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

06/02/2004 LNUELLER 00000189 2288418
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

TRADEMARK REEL: 002981 FRAME: 0479

4B. Additional Registration Numbers:

2,288,419

2,337,011

2,378,349

2,820,178

**CONFIRMATORY DEED OF
ASSIGNMENT**

BETWEEN

MIU MIU S.A.
with registered offices at 9 rue Schiller, L-2519 Luxembourg, Luxembourg (formerly with registered offices at 25A Boulevard Royal, Le Forum Royal, L-2449 Luxembourg, Luxembourg, formerly with registered offices at 3 Avenue Pasteur, L-2311 Luxembourg, Luxembourg)
(hereinafter called "the Assignor")

of the one part

and

PRADA S.A.
with registered offices at 23 rue Aldringen, L-1118 Luxembourg, Luxembourg
(hereinafter "the Assignee")

**IT IS HEREBY AGREED
AS FOLLOWS**

1. For a nominal amount of EURO 1, the Assignor does hereby confirm the sale and assignment, unto the Assignee, who confirms having accepted this assignment, of all rights, title and interest in and to the Trademark Applications and Registrations listed in the Annex attached hereto, as well as the assignment of all common law or similar trademark rights relating to the trademarks which are the subject of said Trademark Applications and Registrations, together with the goodwill of the business connected with and symbolized by the said Trademark Applications and Registrations, including the right to proceed against infringers and counterfeiters.

2. The said sale and assignment agreement shall be effective as of the date of October 1, 2003.

3. The parties execute this deed before a Notary Public and expressly authorize him to deliver certified copies thereof, also by excerpts, together with the relating Annex, as it will prove necessary, from time to time, in order to proceed to the recordal in the name of the Assignee of the assigned Trademark Registrations and Applications with the Trademark Office of any country, as well as for any other use which may become necessary by either party.

**ATTO CONFIRMATORIO DI
CESSIONE**

TRA

MIU MIU S.A.
con sede legale in 9 Rue Schiller, L-2519 Lussemburgo, Lussemburgo, (già con sede legale in 25A Boulevard Royal, Le Forum Royal, L-2449 Lussemburgo, Lussemburgo, già con sede legale in 3 Avenue Pasteur, L-2311 Lussemburgo, Lussemburgo)
(qui di seguito denominato "il Cedente")

da una parte

e

PRADA S.A.
con sede legale in 23 rue Aldringen, L-1118 Lussemburgo, Lussemburgo
(qui di seguito "la Cessionaria")

**SI CONVIENE E STIPULA
QUANTO SEGUE**

1. Per un valore nominale di 1 EURO, il Cedente con il presente atto conferma la vendita e la cessione alla Cessionaria, che conferma di avere accettato detta cessione, di ogni diritto, titolo ed interesse relativo alle Domande e RegISTRAZIONI di Marchio di cui all'Allegato annesso al presente atto, nonché di tutti i diritti di marchio in base alla Common Law o simili, riferentisi ai Marchi che formano oggetto delle suddette Domande e RegISTRAZIONI di marchio, unitamente all'avviamento commerciale collegato e contraddistinto da dette Domande e RegISTRAZIONI di Marchio, incluso il diritto di agire contro eventuali contraffattori ed imitatori.

2. Detta vendita e cessione si intende in vigore con effetto dal 1 ottobre 2003.

3. Le parti sottoscrivono il presente atto innanzi a notaio ed espressamente autorizzano lo stesso a rilasciarne copie autentiche, anche per estratto, unitamente all'Allegato relativo, come di volta in volta necessario per la trascrizione delle Domande e RegISTRAZIONI dei Marchi ceduti a favore della Cessionaria presso l'Ufficio Brevetti e Marchi dei singoli paesi, nonché per ogni altro uso che possa rendersi necessario da parte di ciascuna delle parti.

4. The parties undertake to execute any further deed or document which may prove necessary or advisable in order to record the assignment in any country.

5. The parties hereby grant sufficient power to holder of an original or a certified copy of this assignment to proceed to the recordal of this deed with the Trademark Office of any country where this assignment shall be recorded.

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed on the date set forth below.

Date:

Assignor
MIU MIU S.A.
(Murielle Vincenti)
Legal representative


Assignee
PRADA S.A.
(Murielle Vincenti)
Legal representative

4. Le parti si impegnano a sottoscrivere qualsiasi ulteriore atto o documento che si renda necessario od opportuno per il perfezionamento della trascrizione della cessione nei paesi interessati.

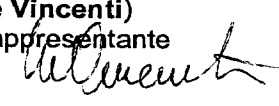
5. Le parti conferiscono inoltre poteri sufficienti al portatore di un originale o di una copia autentica del presente atto per procedere alla trascrizione dello stesso presso il locale Ufficio Marchi in ogni paese ove la presente cessione verrà trascritta.

A TESTIMONIANZA DI QUANTO PRECEDE, le parti hanno sottoscritto il presente documento alla data sotto indicata.

Data:



Cedente
MIU MIU S.A.
(Murielle Vincenti)
Legale rappresentante



Cessionario
PRADA S.A.
(Murielle Vincenti)
Legale rappresentante

Trademarks in the name of Miu Miu S.A.

Country	Word Mark	Type of Mark	Status	Filing Date	Appl. No.	Registration Date	Registration No.	Next Renewal	International Classes	Registered Owner	J&P Ref.
U.S.A.	MIU MIU (VERSION 2)	Logo	Registered	11061997	307085	26101999	2288418	26102004	LO9 14L16 18 25L34Y35L42	MIU MIU S.A., 3 AVENUE PASTEUR, 2311 LUXEMBOURG, LUXEMBOURG	F073866
U.S.A.	MIU MIU (VERSION 2)	Logo	Registered	07041997	270205	04042000	2337011	04042005	03	MIU MIU S.A., 3 AVENUE PASTEUR, 2311 LUXEMBOURG, LUXEMBOURG	F073878
U.S.A.	MIU MIU (VERSION 2)	Logo	Applicat. filed	29012001	201734				L35	MIU MIU S.A., 9, RUE SCHILLER, L-2519 LUXEMBOURG	F078931
U.S.A.	MIU MIU (VERSION 3)	Word	Registered	09041997	271763	22082000	2378349	22082005	03 18 25	MIU MIU S.A., 3 AVENUE PASTEUR, 2311 LUXEMBOURG, LUXEMBOURG	F072947
U.S.A.	MIU MIU (VERSION 3)	Word	Registered	11061997	307281	26101999	2288419	26102004	09 14L16L21L24L2 6	MIU MIU S.A., 3 AVENUE PASTEUR, 2311 LUXEMBOURG, LUXEMBOURG	F073876

RECORDED: 05/28/2004

TRADEMARK
REEL: 002981 FRAME: 0483