

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
Pirelli & C. S.p.A.		07/28/2005	CORPORATION: ITALY

RECEIVING PARTY DATA

Name:	GSCP Athena (Lux) II SarL
Street Address:	31, Boulevard Prince Henri
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1724
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2137368	PALAZZO
Registration Number:	2648110	LAY & PLAY
Registration Number:	2839487	P-LASER
Registration Number:	2496307	DRYLAM
Registration Number:	2613805	PIT STOP CABLE SYSTEMS
Registration Number:	1513487	SPREADERFLEX
Registration Number:	2630073	TECHNERGY
Registration Number:	1468907	CORDAFLEX
Registration Number:	2958998	ONEFIFTY SPEED
Registration Number:	1700266	PLANOFLEX
Registration Number:	1719898	PROTOMONT
Registration Number:	1769871	CLICK-FIT
Registration Number:	1719897	HYDROFIRM
Registration Number:	2943331	ONETHIRTY SPEED

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Registration Number:	2036836	BASKETHEAVYFLEX PALAZZO
Registration Number:	1702912	OZOFLEX
Registration Number:	2934314	SIXTY SPEED
Registration Number:	2094017	ELASPEED
Registration Number:	1497511	PROTOLON
Registration Number:	2403598	CLT
Registration Number:	2701674	WIDELIGHT
Registration Number:	2749687	MAGNIFICA
Registration Number:	2523938	FIRSTLINK
Registration Number:	2432873	OPTI-JET
Registration Number:	2668082	FINELIGHT
Registration Number:	2379275	FREELIGHT
Registration Number:	2611270	READY SPLICE
Registration Number:	2434660	MARINECORE
Registration Number:	2934313	ONETEN SPEED
Registration Number:	2332664	RILT
Registration Number:	1107303	VOLTALIT
Registration Number:	2876075	MAGNILIGHT
Registration Number:	2723502	SPIDERLIGHT
Registration Number:	2399666	ARCLT
Registration Number:	2399639	RCLT
Registration Number:	2497286	CURBLINK
Registration Number:	2397447	ARILT
Registration Number:	1086911	VOLTALIT
Registration Number:	2399663	BCLT
Registration Number:	2163484	PANZERFLEX
Registration Number:	2399471	DRI-FLEX

CORRESPONDENCE DATA

Fax Number: (404)653-6444

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4046536452

Email: virginia.carron@finnegan.com

Correspondent Name: Virginia L. Carron

Address Line 1: 901 New York Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-4413

ATTORNEY DOCKET NUMBER:

06639.0036

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Virginia L. Carron

Signature:

/Virginia L. Carron/

Date:

02/06/2006

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

By and between

Pirelli & C. S.p.A. an Italian corporation with its registered office at Via G. Negri 10, 20123 Milan, Italy ("Pirelli")

and

GSCP Athena (Lux) II SarL, a corporation with registered office at 31, Boulevard Prince Henri, L-1724, Luxembourg ("GSCP LUX II")

RECITALS

- A. Pirelli, Pirelli Cavi e Sistemi Energia SpA, Pirelli Cable Holding N.V., GSCP Athena (French) Holdings SAS and GSCP Athena (German) Holdings GmbH and GSCP Athena S.r.L, an Affiliate of GSCP LUX II, are parties to a certain Sale and Purchase Master Agreement dated effective June 1 2005 (the "Purchase Agreement").
- B. Pirelli is the owner of certain trademarks more fully described herein.
- C. In connection with the Purchase Agreement, Pirelli has agreed to transfer to GSCP LUX II certain trademarks, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. Definitions

The capitalized terms used in this Agreement shall have the meanings specified in this Agreement and below:

- 1.1 "Affiliate" shall mean with respect to any person, an individual, corporation, partnership, firm, association, unincorporated organization or other entity directly or indirectly controlling, controlled by or under common control with, such person where "control" shall have the meaning set forth in Article 2359, first paragraph, no. 1 of the Italian Civil Code.

1.2 "Closing Date" shall have the meaning set forth in section 1.01.19 of the Purchase Agreement.

1.3 "Assigned Trademarks" shall mean the trademark registrations and trademark applications listed in Exhibit 1 hereto.

2. Assignment

2.1 As of the Closing Date, in consideration of the sum of EUR 6,000,000, receipt of which is hereby acknowledged by Pirelli, Pirelli hereby assigns, transfers and conveys all of its right, title and interest (and shall procure that any other relevant Affiliate of Pirelli assigns, transfers and conveys all of its right, title and interest) in and to the Assigned Trademarks to GSCP LUX II, together with the goodwill of the business relating to the goods and services in respect of which the Assigned Trademarks are registered or used, and including the right to sue and to collect and retain past damages in respect of any infringement or unauthorized use of the Assigned Trademarks that may have occurred before the date of this agreement.

2.2 GSCP LUX II shall have the exclusive right, in its sole discretion, to prosecute and maintain the Assigned Trademarks in its own name, at its own cost and expense.

2.3 Pirelli hereby undertakes, at its own expense, to execute all documents and, at GSCP LUX II's request, to take all other reasonable action necessary to properly record the assignment under section 2.1 of this Agreement and to perfect the vesting in the name of GSCP LUX II of the Assigned Trademarks (the cost and expense of which shall be divided equally between Pirelli and GSCP LUX II) and, until this assignment is recorded on relevant registers and at the expense of GSCP LUX II, to prosecute, obtain and maintain the Assigned Trademarks.

2.4 Pirelli shall deliver to GSCP LUX II (or GSCP LUX II's nominated representative) as soon as practicable after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the registered Assigned Trademarks.

3. Representations and Warranties

3.1 GSCP LUX II represents and warrants to Pirelli as of the Closing Date that GSCP LUX II has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

3.2 Pirelli represents and warrants to GSCP LUX II that as of the Closing Date that Pirelli has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

4. Miscellaneous

4.1 Notices. All notices required to be sent by either party under this Agreement shall be deemed given: (i) when sent by confirmed telex or telecopy with confirmation by commercial overnight courier; (ii) one business day after being sent by commercial overnight courier with written verification of receipt; or (iii) when received after being mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the respective addresses set forth below or at such other address which may hereinafter be designated in writing:

If to Pirelli:

Viale Sarca 222
20126 Milan, Italy
Fax +39 02 6442 5332
Attention: Director, Industrial Property Department

With copy to:

Bonelli Erede Pappalardo
Via Barozzi, 1
20122 Milano, Italy
Attentino: Roberto Cera/Luca Picone
Fax: +39 02 7711 3260

If to GSCP LUX II:

GSCP Athena S.r.l.
C/o GS Capital Partners L.P.
Attention: Managing Director

Fax: +44 20 7774 4477

With copy to:

Gianni, Origoni, Grippo & Partners
Piazza Belgioso, 2
20121 Milano, Italy
Attention: Fabio Labruna/Andrea Mazziotti
Fax: +39 02 7600 9628

4.2 Amendment. This Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of the parties hereto.

4.3 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the Republic of Italy.

4.4 Arbitration. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators (each an "Arbitrator") appointed in accordance with the said Rules. The determination of the Arbitrators will be made in accordance with the applicable principles of law and shall have the force and effect of a judicial decision between the Parties in accordance with the applicable provisions of the Italian Code of Civil Procedure.

The place of arbitration shall be Milan, Italy. The language to be used in the arbitral proceedings shall be English.

The expenses of the arbitration proceedings shall be borne by the Parties in accordance with the applicable determinations of the arbitration panel.

4.5 Exclusive Jurisdiction. Without prejudice to the provisions of section 4.4 and to the jurisdiction of the Arbitrators contemplated thereby, the Parties hereby elect the exclusive jurisdiction of any competent court in the City of Milan (Italy) with respect to any legal suit, action or proceeding which, under applicable law, may be instituted against the Parties before a court of justice in connection with this Agreement.

4.6 Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.7 Entire Agreement. This Agreement, including all Exhibits hereto, all of which are incorporated by this reference, and the Purchase Agreement set forth the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and merge all prior discussions, agreements or understanding between the parties hereto relating to the subject matter hereof. In case of any conflict between the provisions of this Agreement and provisions of the Purchase Agreement provisions of this Agreement shall prevail.

4.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason it will be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement will be deemed valid and enforceable to the fullest extent possible.

4.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile signature and parties shall promptly follow-up with execution of an original.

4.10 Withholding of tax. If any withholding taxes are required to be levied in connection with the consideration payable to Pirelli, GSCP LUX II shall be entitled to deduct such

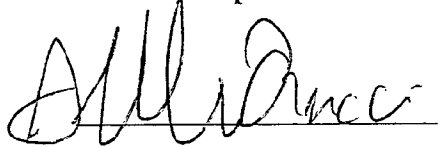
taxes from such consideration, pay such taxes to the tax authorities on behalf of Pirelli and remit to Pirelli, in full satisfaction of its obligations hereunder, the net amount after such deduction together with the relevant receipt evidencing the payment of such taxes.

4.11 Value Added Tax This agreement is subject or deemed to be subject to the value added tax for the purposes of the Italian registration tax.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement, on the dates below indicated.

July 28, 2005

Pirelli & C S.p.A.



GSCP Athena (Lux) II SarL

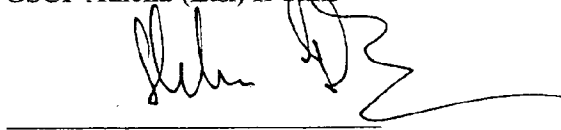


EXHIBIT 1

U.S. Registration Number	Mark
2137368	PALAZZO
2648110	LAY&PLAY
2839487	P-LASER
2496307	DRYLAM
2613805	PITSTOP CABLE SYSTEMS
1513487	SPREADERFLEX
2630073	TECHNERGY
1468907	CORDAFLEX
2958998	ONEFIFTY SPEED
1700266	PLANOFLEX
1719898	PROTOMONT
1769871	CLICK-FIT
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