

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
Prysmian (Lux) II Sarl		09/28/2005	CORPORATION: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	Prysmian Cavi e Sistemi Energia Srl
Street Address:	Viale Sarca n. 222
City:	Milan
State/Country:	ITALY
Postal Code:	20123
Entity Type:	CORPORATION: ITALY

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2627396	AIR BAG
Registration Number:	2628481	AIR BAG CABLE SYSTEMS
Registration Number:	2500628	DESKWAVE

CORRESPONDENCE DATA	
Fax Number:	(404)653-6444
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	07524.0004
--------------------------------	------------

DOMESTIC REPRESENTATIVE	
Name:	Virginia L. Carron

OP \$90.00 2627396

Address Line 1: 901 New York Avenue NW

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

NAME OF SUBMITTER:

Virginia L. Carron

Signature:

/Virginia L. Carron/

Date:

03/20/2006

Total Attachments: 5

source=Prysmian (Lux) assignment to Prysmian Cavi e Sistemi Energia srl#page1.tif

source=Prysmian (Lux) assignment to Prysmian Cavi e Sistemi Energia srl#page2.tif

source=Prysmian (Lux) assignment to Prysmian Cavi e Sistemi Energia srl#page3.tif

source=Prysmian (Lux) assignment to Prysmian Cavi e Sistemi Energia srl#page4.tif

source=Prysmian (Lux) assignment to Prysmian Cavi e Sistemi Energia srl#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

By and between

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

and

Prysmian Cavi e Sistemi Energia SrL, a corporation with registered office at Viale Sarca n. 222, Milan, Italy ("Assignee")

RECITALS

- A. **Pirelli & C. S.p.A.** (the "Originator") and Assignor are parties to a certain Trademark Assignment (the "Trademark Assignment") whereby, effective as of 28 July 2005 (the "Effective Date"), Originator assigned to Assignor the Assigned Trademarks, as defined in paragraph 1 below, for a consideration of EUR 6,000,000.
- B. Assignor is not aware of any legal or factual circumstance arisen between the effective date of the Trademarks Assignment and the date thereof which may have prejudiced the right, title and interest on the Assigned Trademarks and/or affected the value of the Assigned Trademarks.
- C. Assignor is willing to transfer to Assignee the Assigned Trademarks together with and/or supplemented by all representation and warranties granted by Originator.

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

1. Definition.

1.1 The capitalized term "Assigned Trademarks" used in this Agreement shall mean the trademark registrations and trademark applications listed in Exhibit 1 hereto.

2. Assignment.

2.1 In consideration of the sum of EUR 6,000,000, which shall be paid upon Assignor's request within 5 days, effective as of the date of this Agreement (the "Effective Date"), Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Assigned Trademarks to Assignee, including the benefit of all

R 103

priority dates and the right to seek and obtain registration in other countries, together with the goodwill of the business relating to the goods and services in respect of which the Assigned Trademarks are registered or used, 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 Effective Date, directly and/or by subrogating Assignor in any and all claims, liabilities, losses, costs, damages, rights and remedies which Assignor may claim and/or exercise against Originator as a consequence or in connection with of Originator's breach of any representations and warranties under the Trademark Assignment.

2.2 Assignee 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 Assignor hereby undertakes to execute all documents and, at Assignee'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 Assignee of the Assigned Trademarks and, until this assignment is recorded on relevant registers and at the expense of Assignee, to prosecute, obtain and maintain the Assigned Trademarks.

2.4 Assignor shall deliver to Assignee (or Assignee's nominated representative) 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 Assignor represents and warrants to Assignee as of the Effective Date that Assignor has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

3.2 Assignee represents and warrants to Assignor that as of the Effective Date, Assignee has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

4. Judicial Assistance.

4.1 Assignor undertakes to assist and join Assignee, upon request of the latter, in any legal proceedings brought against Originator as a consequence or in connection with Originator's breach of any representations and warranties under the Trademark Assignment.

5. Miscellaneous.

5.1 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.



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

5.3 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.

5.4 Exclusive Jurisdiction. Without prejudice to the provisions of section 5.3 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.

5.5 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.

5.6 Entire Agreement. This Agreement, including the Exhibit hereto, which is incorporated by this reference, 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.

5.7 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.


5.8 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.



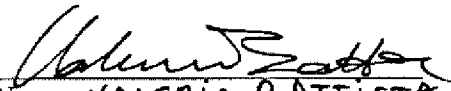
5.9 Value Added Tax. This agreement is subject or deemed to be subject to the value added tax for the purposes of the Italian registration tax.

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

For and on behalf of
Prysmian (Lux) II S.à r.l.


Name: PAOLO CAVALI
Title: Manager
Date: 19 October 2005

For and on behalf of
Prysmian Cavi e Sistemi Energia Srl


Name: VALERIO BATTISTA
Title: Manager
Date:

P
los

EXHIBIT "1"

Mark	Registration Number	Issue Date
AIR BAG	2,627,396	October 1, 2002
AIR BAG CABLE SYSTEMS & Design	2,628,481	October 1, 2002
DESKWAVE	2,500,628	October 23, 2001