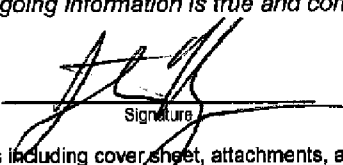


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Form PTO-1594	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. Department of Commerce Patent and Trademark Office				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy(ies) thereof						
<p>1. Name of conveying party(ies): SAGGIA, ENRICO; BADO, ALESSANDRO; IEZZI, STEFANO</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Lim-Liab. Company <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? No</p>	<p>2. Name and address of receiving party(ies): KIMBLE INVESTIMENTOS E SERVICOS LDA.</p> <p style="text-align: center;">AVENIDA ARRIAGA 77 EDIFICIO MARINA FORUM 6- -SALA 605 FUNCHAL MADEIRA</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached? No Additional name(s) & address(es) attached No</small></p>					
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>AGREEMENT</u></p> <p>Execution Date: 13 October 1999</p>						
<p>4. Application number(s) or registration number(s):</p> <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;">A. Trademark Application(s).</td> <td style="width:50%; vertical-align: top;">B: Trademark Registration No(s).</td> </tr> <tr> <td></td> <td style="text-align: center;">2494648 registered 2 October 2001 for BROKE (stylized)</td> </tr> </table> <p style="text-align: center;"><small>Additional numbers attached? No</small></p>			A. Trademark Application(s).	B: Trademark Registration No(s).		2494648 registered 2 October 2001 for BROKE (stylized)
A. Trademark Application(s).	B: Trademark Registration No(s).					
	2494648 registered 2 October 2001 for BROKE (stylized)					
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p style="text-align: center;">The Firm of Karl F. Ross P.C. Customer Number 535 5676 Riverdale Avenue Box 900 Riverdale (Bronx), NY 10471-0900</p> <p style="text-align: center;">Tel: (718) 884-6600</p>	<p>6. Total number of applications and trademarks involved: <u>1</u></p> <p>7. Total fee (37CFR3.41) \$40.00 Enclosed <input checked="" type="checkbox"/> Charge to deposit account 18-2025 <input type="checkbox"/> Charge to credit card (PTO-2038)</p> <p>8. Charge any deficiency to Deposit account: 18-2025</p>					
<small>Do not use this space</small>						
<p>9. Statement and signature. <i>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.</i></p> <p>Jonathan Myers Reg. No. 26,963  7 February 2007</p> <p style="text-align: center;"><small>Signature</small></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <u>8</u></p>						

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AGREEMENT

Between BADO ALESSANDRO, born on 18/09/1968 in Treviso, Italy, and resident in Treviso, Via Strada del Mozzato n. 13, tax code: BDA LSN 68P18 L407T,

IEZZI STEFANO, born on 20/10/1965 in Treviso, Italy, and resident in Treviso, Via Callalta n. 90, tax code: ZZI SFN 65R20 L407X,

SAGGIA ENRICO, born on 31/01/1967 in Treviso, Italy, and resident in Treviso, Via Zezzos n. 9/A, tax code: SGG NRC 67A31 L407P,

hereinafter also referred to as "the Sellers",

and KIMBLE INVESTIMENTOS E SERVICOS LDA, a company regulated by the law of Madeira, with registered office in Funchal, Avenida Arriaga, setenta e sete, Edifício Marina Forum, primeiro andar, sala cento e três - Madeira, represented by Luis Mauricio Travassos de Freitas, casado e Jaime Santos Ferreira, hereinafter also referred to as "the Purchaser".

WHEREAS

- a) The Sellers have full title to the trademark "BROKE" and they are free to effect the valid and effective transfer of it, in compliance with all relevant provisions of the applicable law.
- b) The trademark "BROKE" has been registered in the following Countries:
Italy: registration on January 10, 1997; classes 18/25/41;

Alessandro Bado
Stefano Iezzi

[Signature]

TRADEMARK

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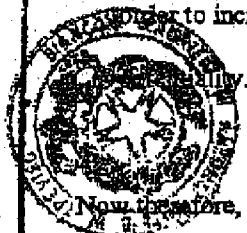
(S)

European Community: registration on December 22, 1997; classes 18/25/41;

U.S.A.: registration on June 22, 1998; classes 18/25



- c) It is in the Sellers' interest to transfer the aforesaid trademark to a company which can develop and expand the potentiality of the trademark "BROKE" among its licensees, all over the world.
- d) The Purchaser wishes to purchase from the Sellers the trademark "BROKE" in order to increase its market share exploiting the trademark and developing its



Now therefore, in accordance with the foregoing recitals which are an integral part of this Agreement and which are subject to the detailed terms and conditions hereinafter set forth, the Sellers and the Purchaser agree as follows.

Article 1)

Subject to the terms and conditions hereof, the Sellers hereby sell, assign and transfer to the Purchaser, and the Purchaser hereby purchases from the Sellers, the trademark "BROKE".

(S)

Article 2)

The global consideration for the purchase is set at LIT. 75,000,000 (seventy-five million).

Article 3)

The Purchaser shall pay the purchase price of LIT. 75,000,000 (seventy-five million)

Domenico Bado

[Signature]

TRADEMARK

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within and not later than December 31, 2001, to a bank account to be indicated by the Sellers at their own discretion.

Payment shall be made by the Purchaser in one amount or by instalments.



Article 4)

The Sellers commit themselves to give the Purchaser all information, assistance and instructions necessary to manufacture products with the same features of those produced till now by the owners of the mark "BROKE".

Article 5)

The Purchaser shall execute all fulfilments and registrations required by the Patent and Trademark Offices, as a consequence of the sale of the trademark "BROKE".

Article 6)

The expenses related and connected with the execution of this agreement shall be borne by the Purchaser.

Article 7)

All notices, requests and other communications hereunder shall be in writing and shall be sent by recorded delivery postage prepaid or addressed as follows and shall be effective upon receipt:

SAGGIA ENRICO

Via Zezzos n. 9/A

31100 Treviso

Demando Bedo

[Signature]

TRADEMARK

Handwritten initials or mark in the top right corner.

KIMBLE INVESTIMENTOS E SERVICOS LDA

Funchal, Avenida Arriaga, setenta e sete, Edificio Marina Forum, primeiro andar, sala cento e tres - Madeira.

Attention: Luis Mauricio Travassos de Freitas



Article 8)

Whenever any dispute arises out of or relates to this Agreement, its interpretation or breach hereof, then the following procedure shall be applied:

- a. Either party shall immediately notify the other party in writing of the dispute or breach, as the case may be;
- b. If the parties cannot informally resolve the dispute within five (5) business days following the receipt by a party of the notice contemplated in subparagraph (a) above, then the dispute shall be submitted to arbitration, to the exclusion of the courts of law, with the ICC by a sole arbitrator, appointed in accordance with The General Commercial Arbitration Rules in force at the time this Agreement is executed and to which the parties declare they have adhered;
- c. Any such arbitration shall take place in the City of Treviso and shall be conducted in the Italian language. The parties hereto covenant and agree to cooperate in providing information and documentation to the arbitrator on a timely basis and to follow The General Commercial Arbitration Rules in good faith with a view to the speedy resolution of the dispute.

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The parties hereto covenant and agree to use their best efforts to cause the

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(S)

arbitrator to render its determination within thirty (30) days of the date of submission of the dispute to it;

- d. The decision of the arbitrator with respect to any matter in dispute shall be final and binding upon the parties hereto and shall not be subject to appeal by either party;
- e. Any resolution reached through the award arising out of arbitration (i) shall be limited to a holding for or against a party, and affording such monetary remedy as is deemed equitable, just and within the scope of this Agreement; (ii) may not include special, consequential or punitive damages; and (iii) may be [homologated] in court in accordance with the provisions of the Italian law;
- f. Arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the parties prior to and including such termination;
- g. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement;
- h. Each party shall bear its own expenses incurred in any arbitration or litigation, but any expenses related to the compensation and/or the costs of any arbitrator shall be borne equally by the parties unless the arbitrator determines otherwise;
- i. A request by a party to a court for interim measures necessary to preserve a party's rights and remedies for resolution pursuant to this section shall not be deemed a waiver of the obligation to mediate or agreement to
- Ⓢ

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TRADEMARK

arbitrate; and

- 1. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of arbitration in confidence.

Article 9)

The parties hereby agree that this Agreement shall be construed in accordance with and governed by the Laws of Italy, as well as the rights and obligations of the parties hereto.

Drafted and signed in Treviso, Italy

Date : 13/10/1999

The Sellers

BADO ALESSANDRO
 INVESTIMENTOS E SERVICOS LDA

The Purchaser

KIMBLE

IEZZI STEFANO

SAGGIA ENRICO

According to the art. 1341 of the Italian Civil Code, the articles 3), 4) and 8) are hereby separately and expressly approved.

Drafted and signed in Treviso, Italy

Date : 13/10/1999

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(Handwritten mark)

The Sellers

The Purchaser

BADO ALESSANDRO

KIMBLE

INVESTIMENTOS E SERVICOS LDA

IEZZI STEFANO

SAGGIA ENRICO



TRADEMARK

RECORDED: 02/07/2007

REEL: 003477 FRAME: 0565