

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

Name	Formerly	Execution Date	Entity Type
Benetton Group S.p.A.		03/15/2007	CORPORATION: ITALY

RECEIVING PARTY DATA

Name:	K Sport GmbH
Street Address:	Bauernstrasse 9
City:	Wels
State/Country:	AUSTRIA
Postal Code:	A-4600
Entity Type:	CORPORATION: AUSTRIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77064412	KASTLE

CORRESPONDENCE DATA

Fax Number: (212)382-0888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-382-0700
 Email: roneill@ostrolenk.com
 Correspondent Name: Peter S. Sloane
 Address Line 1: 1180 Avenue of the Americas
 Address Line 2: 7th Floor
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T/5133-2 V4608
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DOMESTIC REPRESENTATIVE

Name: Peter S. Sloane
 Address Line 1: 1180 Avenue of the Americas
 Address Line 2: 7th Floor

OP \$40.00 77064412

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Peter S. Sloane

Signature:

/peter s sloane/

Date:

07/16/2007

Total Attachments: 5

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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement is entered into on this day 15th of the month of March, 2007, by and between

BENETTON GROUP S.p.A., an Italian company, with registered office in via Villa Minelli, 31050 Ponzano Veneto (TV), represented by its agent Mr Alberto Cadamuro, born 16 April 1975, (hereinafter referred to as "**Benetton**");

K Sport GmbH, a(n) Austrian company, with registered office in Bauernstrasse 9, A-4600 Wels represented by its managing director Mag. Siegfried Rumpfhuber, born 14 July 1977, (hereinafter referred to as the "**Purchaser**").

WHEREAS:

- (a) Benetton is the owner of the trademark "KASTLE" and of the goodwill attached thereto;
- (b) Purchaser intends to acquire the trademark "KASTLE" in order to produce and distribute skiing equipment (in particular, but not limited to, skis, skiing poles etc.);
- (c) on 28 November 2006 the Purchaser has submitted to Benetton an irrevocable proposal for the execution of a trademark purchase and assignment agreement concerning the purchase of Benetton's rights in the trademark "KASTLE";
- (d) on the basis of such proposal and of subsequent negotiations, the Parties wish to enter into this Trademark Purchase and Assignment Agreement;

THEREFORE, Benetton and the Purchaser hereby agree as follows:

1. References - Definitions

- 1.1 In this agreement, references to Clauses and to Annexes shall be to clauses and annexes of this Agreement (as defined in Clause 1.2).
- 1.2 The following definitions shall apply to this agreement (whenever appropriate the plural including the singular and vice-versa):-

"Agreement"

means this agreement, including its recitals from a) to d) its annexes from 1 to 6 and any amendments thereof made in accordance with Clause 11.1;

TRADEMARK

REEL: 003580 FRAME: 0921

- "Trademarks" means the trademark "KÄSTLE" (including, but not limited to, the registrations for classes 25 and 28 of the Nice classification), as well as the other trademarks related to it, either registered or applied for registration by Benetton listed in Annex 5.
- "Working Days" means all the days in which banks are open both in Milan and Vienna.

2. Assignment - Exclusions - Limitations

- 2.1 Benetton hereby sells, assigns, conveys and transfers its entire right, title and interest in and to the Trademarks and the Domain Names to the Purchaser, together with any and all goodwill associated therewith. The Purchaser hereby purchases the Trademarks and the Domain Names from Benetton, together with any and all goodwill associated therewith.
- 2.2 The Purchaser hereby acknowledges and accepts that the Japanese Trademarks are not hereby sold by Benetton to the Purchaser. Title in and to the Japanese Trademarks is therefore fully retained by Benetton and Benetton shall be entitled to use and to continue using and to dispose of the Japanese Trademarks without any limitations as it may from time to time deem fit at Benetton's sole discretion except for the provisions under Clause 3.3.
- 2.3 The Purchaser hereby acknowledges and accepts that the Japanese Trademarks are presently licensed by Benetton to Toyota under the Toyota License. The Purchaser hereby acknowledges and accepts that the Purchaser is not entitled to exercise whatever influence on the performance of the Toyota License by Benetton.
- 2.4 The Purchaser hereby acknowledges and accepts that under the Toyota License, Toyota is granted the right to sell products displaying the Japanese Trademarks exclusively in Japan, and to manufacture (or cause to be manufactured) the same in any country approved by Benetton; and that Benetton may grant such right to possible future licensees or assignees of the Japanese Trademarks, subject to the provisions under Clause 3.3.
- 2.5 The Purchaser hereby acknowledges and accepts the obligations under the Coexistence Agreements as if the Purchaser was party to the same.

3. Transfer and license of the Japanese Trademarks - Pre-emption rights

- 3.1 The Purchaser hereby acknowledges and accepts that in accordance with Clause 2.2, Benetton shall be free to license and/or transfer in all or in part the Japanese Trademarks to any Benetton Group Company by way of any instrument having the object or the effect of licensing or transferring the concerned trademarks in-



10.3 Any amendment to the addresses under Clause 10.2 shall not be enforceable unless notified in writing by the interested Party.

11. Miscellaneous provisions

11.1 All amendments to this Agreement shall be null and void unless made in writing and signed by duly authorised officers of the Parties.

11.2 In the event that one or more Clauses are deemed invalid, such invalidity shall not affect the validity of the other Clauses or that of this Agreement as a whole.

11.3 This Agreement and its Annexes constitute the totality of the agreements and covenants between the Parties and supersede any other prior agreement or covenant whether written or oral.

11.4 Tolerance, even if repeated, by any Party of any default or delayed performance by the other Party shall never be interpreted as a tacit abrogation of the corresponding covenant, or as a waiver of the corresponding right or of the right to enforce the same.

11.5 None of the Parties shall be entitled to assign this Agreement or any obligation thereof without the prior written consent of the other Party.

12. Governing law - Arbitration

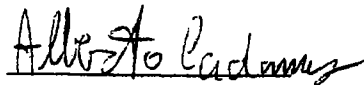
12.1 This Agreement is governed by Italian law.

12.2 Any dispute arising out of or in connection with this Agreement shall be finally settled according to the Rules of Arbitration of the International Chamber of Commerce (ICC), Paris as amended from time to time by a panel of three arbitrators appointed in accordance with such rules.

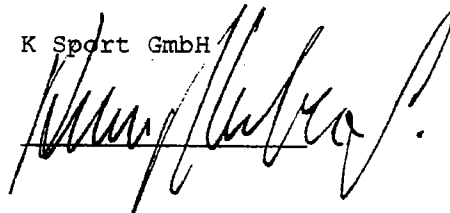
The arbitration shall take place in Paris. The language of the arbitration shall be English and all arbitrators must be fluent in English.

The Party prevailing in the arbitration shall have the right to recover from the other Party all relevant costs including personnel's, witnesses', arbitrators', attorneys' and experts' fees and expenses.

Benetton Group spa



K Sport GmbH



USA

CONFIRMATION OF ASSIGNMENT OF TRADEMARKS

This Confirmation of Assignment of Trademarks is made for the purpose of confirming the transfer of ownership of the trademarks and trademark registrations as described herein, which transfer of ownership occurred on 15th March 2007.

WHEREAS, Benetton Group S.p.A. of Via Villa Minelli 1, 31050 Ponzano Veneto, Treviso, Italy, (hereinafter the "Assignor") owned all rights, title, and interest in and to the trademarks and trademark registrations listed in the attached Schedule "B";

WHEREAS, K Sport GmbH, of Bauernstraße 9, A-4600 Wels, Austria. (hereinafter the "Assignee") was assigned all rights, title, and interest from the Assignor in and to the trademarks and trademark registrations listed in the attached Schedule "B";

THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the Assignor confirms it has sold, assigned and transferred all of its rights, title and interest, in and to the trademarks and trademark registrations listed in the attached Schedule "B".

EXECUTED at the City of Ponzano, Italy,

this 16th day of March, 2007.

Assignor

per:



Name: Stefano Artuso
Title: General Counsel

USA

SCHEDULE "B" - United States Trademarks

Trademark	Registration/Application No.
KASTLE	Serial No. 77064412 (registration pending)
KASTLE	Reg. No. 1399555

