# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Pledge Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SA F.lli Galli, Camis & Stock		06/25/2008	Privately Held Company:

#### **RECEIVING PARTY DATA**

Name:	ABN AMRO Bank N.V., London Branch	
Street Address:	250 Bishopsgate	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2M 4AA	
Entity Type:	Bank:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2698526	LIMONCE

## **CORRESPONDENCE DATA**

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: kai.goodwin@contractor.thomson.com

Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 569755

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

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Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	Kai Goodwin	
Signature:	/Kai Goodwin/	
Date:	06/26/2008	
Total Attachments: 5 source=sa_abn_tm1#page2.tif source=sa_abn_tm1#page3.tif source=sa_abn_tm1#page4.tif source=sa_abn_tm1#page5.tif source=sa_abn_tm1#page6.tif		

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#### PLEDGE AGREEMENT

This PLEDGE AGREEMENT, dated as of 25 June, 2008 (this "Agreement"), is made by SA F.lli Galli, Camis & Stock (the "Pledgor"), in favor of ABN AMRO Bank N.V., London Branch, as Security Agent acting for itself and as agent for and on behalf of the Secured Parties (in this capacity, the "Security Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Pledge Agreement dated as of February 4, 2008, (the "Pledge Agreement") the Pledgor has granted to the Security Agent acting for itself and as agent for and on behalf of the Secured Parties a continuing security interest in the Intellectual Property Rights to secure all Secured Obligations; and

WHEREAS, the Pledgor and the Security Agent by this instrument seek to confirm and make a record of the grant of security interest in the Intellectual Property Rights; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Pledge Agreement.

SECTION 2. Grant of Security Interest. The Pledge Agreement grants to the Security Agent, acting for itself and as agent for and on behalf of the Secured Parties, a security interest in the Intellectual Property Rights set forth in Schedule I hereto, extending to all ancillary rights and claims pertaining to the Intellectual Property Rights set forth in Schedule I hereto, including without limitation, all the present and future rights of the Pledgor, whether actual or contingent, to receive royalties or other forms of income, compensation for damages or insurance proceeds in connection with the Intellectual Property Rights set forth in Schedule I hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the security interest of the Security Agent acting for itself and as agent for and on behalf of the Secured Parties in the Intellectual Property Rights set forth in Schedule I hereto with the United States Patent and Trademark Office. This Agreement, being further documentation of the security interest granted to the Security Agent acting for itself and as agent for and on behalf of the Secured Parties under the Pledge Agreement, and does not extend or limit the rights, obligations, representations and warranties and indemnifications provided therein. The representations, warranties and indemnification agreements expressly set forth in the Pledge Agreement are hereby affirmed, and no other representations and warranties or indemnification agreements are made in this Agreement. The Pledge Agreement (and all rights and remedies of the Security Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict, the Pledge Agreement shall control.

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SECTION 4. Acknowledgment. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Rights granted hereby are more fully set forth in the Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Jurisdiction. Each of the Pledgor and the Security Agent hereby confirms that in accordance with Section 15.2 of the Pledge Agreement all disputes arising out of or in connection with the Pledge Agreement (and the security granted therein) shall be submitted to the jurisdiction of the ordinary courts of the Canton of Zurich, the venue being Zurich 1. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Security Agent and the Secured Parties acting through the Security Agent or any of them to bring any legal action or proceedings with respect to this Agreement in any other competent jurisdictions.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement,

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TRADEMARK REEL: 003804 FRAME: 0146 IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SA F.LLI GALLI, CAMIS & STOCK

By:

Name: Poster Merz Title: Member of the Bossel of Directors

By

Name: Catrina Luchdiges
Title: Member of the Board
of Directors

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Pledge Agreement

ABN AMRO BANK N.V., LONDON BRANCH,

as Security Agent acting in the name and on behalf

of the Secured Parties

By: \_\_Name:

Title:

G.J. WILMER DIRECTOR

C. MYLREA ASST. DIRECTOR

# SCHEDULE I to Pledge Agreement

# TRADEMARKS

	Mark	Country	REGISTRATION NO./SERIAL NO.	CLASS(ES)
LIMO	NCE	United States of America	2 698 526/76 266 850	33

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**RECORDED: 06/26/2008** 

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