

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	Societa per Azioni: 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:	Societa a Responsabilita Limitata: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2664137	MASSLINK	
CORRESPONDENCE DATA			
Fax Number:	(404)653-6444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-653-6452		
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:	06639.0055		
DOMESTIC REPRESENTATIVE			
Name:	Virginia L. Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-4413		

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NAME OF SUBMITTER:	Virginia L. Carron
Signature:	/Virginia L. Carron/
Date:	12/10/2008
Total Attachments: 6 source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page1.tif source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page2.tif source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page3.tif source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page4.tif source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page5.tif source=Pirelli C assignment to GSCP Athena (Lux)- MASSLINK#page6.tif	

AG 2745

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

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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 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

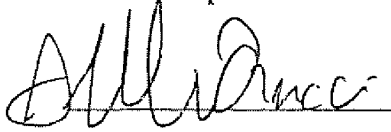
taxes from such consideration, pay such taxes to the tax authorities on behalf of Pirelli and remit to Pirelli, in full satisfaction of its obligations hereunder, the net amount after such deduction together with the relevant receipt evidencing the payment of such taxes.

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"
ADDENDUM

Mark	Registration No.	Issue Date
MASSLINK	2,664,137	December 17, 2002