

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITALDESIGN-GIUGIARO S.p.A.		08/24/2015	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	AUDI AG		
Street Address:	Auto-Union-Str. 1		
City:	85045 Ingolstadt		
State/Country:	GERMANY		
Entity Type:	JOINT STOCK COMPANY: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85905157	BRERA	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-336-4616		
Email:	mmorris@merchantgould.com		
Correspondent Name:	John A. Clifford		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	07587.0207US02		
NAME OF SUBMITTER:	John A. Clifford		
SIGNATURE:	/John A. Clifford/		
DATE SIGNED:	10/07/2015		
Total Attachments: 6			
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TRADEMARK PURCHASE AND TRANSFER AGREEMENT

(hereinafter the "Agreement")

BETWEEN

AUDI AG
85045 INGOLSTADT
GERMANY

(hereinafter "AUDI")

AND

ITALDESIGN-GIUGIARO S.P.A.
VIA ACHILLE GRANDI, 25
10024 MONCALIERI
ITALY

(hereinafter "Italdesign")

(AUDI and Italdesign hereinafter together the "Parties").

WHEREAS

Italdesign is holder and owner of the following trademarks/trademark applications:

- word mark **Visconti** (as per details of existing applications/registrations in Exhibit 1 hereto)
- hereinafter "Visconti"-
- word mark **Brera** (as per details of existing applications/registrations in Exhibit 2 hereto)
- hereinafter "Brera"-

hereinafter together "Trademarks".

AUDI is desirous of acquiring the ownership and all rights and privileges attached thereto of the Trademarks.

Italdesign intends to sell the Trademarks to AUDI provided that Italdesign is still allowed to use and/or allow to use the Trademarks currently as well as in the future for and in direct connection with its concept vehicles, named Visconti and Brera, which were designed by Italdesign and presented in 2002 (Brera) and 2004 (Visconti) (hereinafter "Concept Cars").

NOW THEREFORE, in accordance with the foregoing recitals which are an integral part of this Assignment and in consideration of the mutual covenants and obligations set forth hereinafter, the parties agree as follows:

1. Italdesign sells and transfers the Trademarks to AUDI, which hereby accepts the transfer and ownership of the Trademarks with all rights and privileges attached thereto.
2. Italdesign declares that, at the date of signature of this Agreement:
 - 2.1 it is not aware of any third party cancellation proceedings pending against the Trademarks,

2.2 except an existing trademark license agreement between Italdesign and Fiat dated 09 November 2005 Italdesign has neither granted any license rights (neither non-exclusive nor exclusive) nor any other rights of use or security interests in the Trademarks to a third party.

3. Italdesign represents and warrants that it is the holder of the Trademarks and that it has not otherwise transferred or otherwise granted any rights to third parties in the Trademarks and that it can freely dispose of the Trademarks without restrictions.
4. Apart from clause 2 and 3, any liability of Italdesign shall be excluded unless Italdesign acts fraudulently.
5. In accordance with the sale and transfer of the Trademarks from Italdesign to AUDI, AUDI shall pay to Italdesign a purchase price which will be determined by a certified auditor or intellectual property specialist after evaluation of the Trademarks.

Any costs incurring due to the transfer of the Trademarks are to be borne by AUDI.

The payment will be made by AUDI upon receipt of an invoice from Italdesign.

6. Italdesign undertakes not to object:

6.1 the use of the Trademarks by AUDI and/or any third party authorized by AUDI, in particular FCA Italy S.p.A. as well as their related companies and other authorized third parties,

6.2 the sale and transfer of the Trademarks by AUDI to a third party, in particular to FCA Italy S.p.A,

6.3 any future trademark application/registration of the Trademarks and/or similar trademarks in particular by AUDI, FCA Italy S.p.A. and/or their related companies or other authorized third parties in any country of the world.

6.4 For the avoidance of doubt, Italdesign is not prevented to challenge the Trademarks on the basis of absolute grounds for refusal of registration (e.g. cancellation for non-use).

7. Italdesign shall not file any new application for the Trademarks in any country of the world for any goods/services whatsoever.

However, Italdesign shall be currently as well as in the future allowed to use and allow to use the designations Visconti and Brera worldwide for and in direct connection with its Concept Cars.

8. With respect to any IR/ EU trademark applications/registrations of the Trademarks, Italdesign will grant AUDI the written consent necessary to register in the trademark register the transfer of rights in the Trademarks to AUDI.

With respect to any IT/US trademark applications/registrations of the Trademarks, Italdesign will take all necessary steps, in particular file the necessary requests for registration of transfer of the trademarks/applications.

Italdesign undertakes to cooperate with AUDI in the resolution of any problem concerning AUDI's ownership of the Trademarks and arising from assignment thereof, before any Trademark Office and/or before any third party until the transfer of the Trademarks to AUDI is completed. However, even after the above transfers are registered, should any third party object to the validity of said transfers, Italdesign undertakes to issue declarations or letters to the benefit of AUDI confirming the content of this Agreement.

Any costs arising from the transfer of the Trademarks shall be borne by AUDI.

9. In case the transfer of the Trademarks prove impossible for whatever reason, AUDI may request Italdesign either to have the registration/application of the specific Trademark annulled and waive the rights concerned or to grant AUDI an exclusive, transferable, sublicenseable, irrevocable and royalty-free license to use the Trademark concerned. Any costs arising therein shall be borne by AUDI.
10. This Agreement will take effect as from the date of signature by both parties.
11. This Agreement shall be subject to German law. Place of jurisdiction shall be Ingolstadt.
12. Each party (the "Recipient") acknowledges that in connection with this Agreement such Party may gain access to Confidential Information of the other Party (the "Disclosing Party"). As a condition to being furnished with Confidential Information, the Recipient agrees to:
- not use the Disclosing Party's Confidential Information, other than in connection with performing its obligations under this Agreement and to make no use of such Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party; and
 - maintain the Disclosing Party's Confidential Information in confidence and, subject to this Section below, not disclose any of the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; provided, however, that Recipient may disclose the Disclosing Party's Confidential Information to its officers, employees, consultants and legal advisors as well as to its affiliates ("Representatives") who:
 - have a "need to know" for purposes of the Recipient's performance under this Agreement;
 - have been apprised of this restriction; and
 - are themselves bound by nondisclosure restrictions at least as restrictive as those set forth in this Section.

The Recipient shall be responsible for ensuring its Representative's compliance with, and shall be liable for any breach by its Representatives, of this Section. The Recipient shall employ the same efforts it uses with respect to its own confidential information to safeguard the Disclosing Party's Confidential Information from use or disclosure to anyone other than as permitted hereby.

Exceptions

Confidential Information shall not include information of the Disclosing Party that:

- is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party;
- is or becomes generally known by the public, other than by breach of this Agreement, or other wrongful act of, the Recipient; or
- is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

If the Recipient becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Recipient shall:

- provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section; and
- disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Recipient shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

13. No amendment, waiver or alteration of this Agreement, including amendments of this clause may be made except by mutual agreement of the Parties in writing.
14. This Agreement shall be binding not only on the Parties but also on their successors in title, assignees and licensees as well as affiliates of the Parties within the meaning of § 15 AktienG (German Stock Corporation Act). Therefore, the Parties undertake to impose their obligations under this Agreement upon any successor in title, assignee, licensee and affiliate within the meaning of § 15 AktienG (German Stock Corporation Act) as long as they hold such position of

successor in title, assignee or licensee or for the period of their affiliation within the meaning of § 15 AktienG (German Stock Corporation).

15. Should any provision or substantial part of this Assignment be or become invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. Any invalid provision shall be replaced with such valid provision as most closely reflects the intent and purpose of the invalid provision. Other gaps in provisions shall be supplemented at the reasonable discretion of the Parties.

16. The terms and conditions of this Agreement shall apply worldwide, unless explicitly stated otherwise.

Ingolstadt, 01.09.2015

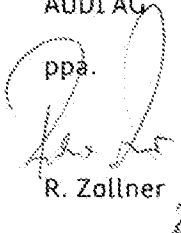
Moncalieri, August 24th 2015

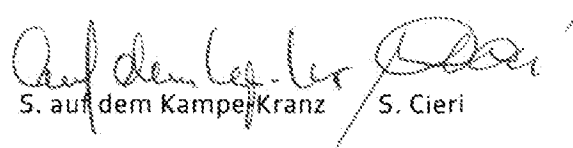
AUDI AG

Italdesign-Giugiaro S.p.A

ppa.

pp.


R. Zollner


S. auf dem Kampe/Kranz S. Cieri



E. Franco

Exhibit 1

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Classes
VISCONTI	European Union	3618584	Jan 19, 2004	3618584	May 10 2005	12

Exhibit 2

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Classes
BRERA	USA	85905157	April, 16, 2013			09, 12, 28
BRERA	Italy	TO/2013/000338	Feb 26, 2003	1528044	May 6, 2003	9, 28
BRERA	Italy	TO/2012/000738	Mar 21, 2002	1481882	May 6, 2003	12
BRERA	International Registration	804745	May 6, 2003	804745	May 6, 2003	09, 12, 28