

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pirelli & C. S.p.A.		11/10/2010	JOINT STOCK COMPANY:
RECEIVING PARTY DATA			
Name:	Pirelli Broadband Solutions S.p.A.		
Also Known As:	PBS		
Street Address:	Viale Sarca, 222		
City:	Milano		
State/Country:	ITALY		
Postal Code:	20126		
Entity Type:	JOINT STOCK COMPANY: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77463372	EPICENTRO	
CORRESPONDENCE DATA			
Fax Number:	684515154		
<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:	+48684515128		
Email:	J.Dobryniewski@adbglobal.com		
Correspondent Name:	Jacek Dobryniewski		
Address Line 1:	Trasa Polnocna 16		
Address Line 4:	Zielona Gora, POLAND 65-119		
NAME OF SUBMITTER:	Jacek Dobryniewski		
SIGNATURE:	/Jacek Dobryniewski/		
DATE SIGNED:	11/27/2015		
Total Attachments: 6			
source=Pirelli&C_SpA_to_Pirelli Broadband Solutions_SpA_300BW#page1.tif			
source=Pirelli&C_SpA_to_Pirelli Broadband Solutions_SpA_300BW#page2.tif			
source=Pirelli&C_SpA_to_Pirelli Broadband Solutions_SpA_300BW#page3.tif			
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OP \$40.00 77463372

TRADEMARK ASSIGNMENT AGREEMENT

By and between

Pirelli & C. S.p.A., an Italian corporation with its registered office at Viale Piero ed Alberto Pirelli n. 25, 20126 Milan, Italy, duly represented by PierGiovanni Giannesi, fully empowered ("Pirelli")

and

Pirelli Broadband Solutions S.p.A., an Italian corporation with registered office at V. le Sarca 222, 20126 Milan, Italy, duly represented by Francesco Schiavinato, fully empowered ("PBS")

RECITALS

- A. Pirelli is the owner of certain trademarks more fully described herein.
- B. Pirelli has agreed to assign and transfer to PBS 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. Any capitalized terms used and not defined in this Agreement shall have the meaning set forth in the Sale and Purchase Agreement.

1.1 "Affiliate" of any person shall mean any other person which, directly or indirectly, controls, is controlled by, or is under common control with that person, and for these purposes "control" shall mean the beneficial ownership by one person of at least fifty per cent (50%) of the nominal value of shares in the issued share capital or equity interest of the other person which carry a right to attend and vote at general meetings of the other person.

1.2 "Assigned Trademarks" shall mean the trademark registrations and the trademark applications listed in Exhibit 1 hereto.

1.3 "Closing Date" shall have the meaning set forth in the Sale and Purchase Agreement.

1.4 "Effective Date" shall mean ~~10~~ November, 2010

1.5 "Sale and Purchase Agreement" shall mean the agreement among Pirelli and Advanced Digital Broadcast Holdings S.A. ("ADBH"), a public limited company incorporated under the Laws of Switzerland, with registered office at Avenue de Tournay 7, CH-1292 Chambesy, Switzerland, for the sale, by Pirelli to ADBH, of Pirelli's entire participation in the share capital of PBS.

2. Assignment.

2.1 As of the Effective Date, Pirelli hereby assigns, transfers and conveys all of its right, title and interest in and to the Assigned Trademarks to PBS, together with the goodwill of the business symbolized by 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 and profits in respect of any infringement or unauthorized use of the Assigned Trademarks that may have occurred before the date of this Agreement.

2.2 Starting from the Effective Date, PBS shall have the exclusive right, in its sole discretion, to take all necessary steps to apply for registration of the Assigned Trademarks, to prosecute applications and maintain registrations of the Assigned Trademarks, and to transact all business in government trademark offices in connection with the Assigned Trademarks, at its own cost and expense.

2.3 In the event that PBS elects to record the assignments under Article 2.1 of this Agreement, PBS shall carry out all the activities for and bear any and all costs and expenses for such recordation and the perfection of the vesting in the name of PBS of the Assigned Trademarks (with the exception of Article 2.4(i) of this Agreement).

2.4 Pirelli hereby undertakes:

(i) at its own expense and at PBS's request, to execute all confirmatory assignments as may be required under applicable laws and

(ii) at PBS's expense and request, to carry out all formalities and take all other reasonable action requested

to properly record the assignments under Article 2.1 of this Agreement and to perfect the vesting in the name of PBS of the Assigned Trademarks.

2.5 Pirelli shall deliver to PBS (or PBS's nominated representative) as soon as practicable and in no event later than 60 days after the Effective Date all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Assigned Trademarks.

3. Consideration.

As consideration for the assignment of the Assigned Trademarks in pursuance of Article 2 above, the Parties agree that PBS shall pay to Pirelli, upon receipt of relevant invoice, an amount of ~~_____~~

4. Representations, Warranties and Indemnification.

4.1 PBS represents and warrants to Pirelli that as of the Effective Date, PBS has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

4.2 Pirelli represents and warrants to PBS that as of the Effective Date, Pirelli has all requisite legal right, power and authority to execute, deliver and perform this Agreement.

4.3 PBS shall indemnify and hold harmless Pirelli and its officers, directors, employees, agents and Affiliates ("Pirelli Indemnified Persons") from and against any and all direct damages, fines, fees, penalties, charges, assessments, deficiencies, judgments, defaults, settlements and other losses (including write-offs, write-downs and other diminution in value) and all reasonable out-of-pocket expenses (including expenses of investigation, defense, settlement of claims and court costs, and fees and expenses of attorneys, accountants and other experts) incurred by any Pirelli Indemnified Person arising out of or in connection with any claim asserted or threatened against any Pirelli Indemnified Person relating in any way to PBS's exercise of its rights under the Assigned Trademarks after the Closing Date.

5. Miscellaneous.

5.1 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 Piero ed Alberto Pirelli 25
20126 Milan, Italy
Fax +39 02 6442 5332
Attention: Director, Industrial Property Department

If to PBS:

Viale Sarca 222
20126 Milan, Italy
Fax: ~~02 6442 7817~~
Attention: Managing Director

5.2 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.

5.3 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the Republic of Italy.

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5.4 Exclusive Jurisdiction. The Parties hereby elect the exclusive jurisdiction of any competent court in the City of Milan (Italy) with respect to all disputes arising out of or in connection with this Agreement.

5.5 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.

5.6 Entire Agreement. This Agreement, including all Exhibits hereto, all of which are incorporated by this reference, sets forth the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and merges 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 Sale and Purchase Agreement, provisions of this Agreement shall prevail.

5.7 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.

5.8 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.

5.9 Value Added Tax. This agreement is subject or deemed to be subject to the value added tax

5.10. Specific Performance. Each Party agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof and that each Party shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement, on the dates below.

Pirelli & C S.p.A.

Name: Pier Giovanni Giannesi

Signature:

Date: November 10, 2010

Pirelli Broadband Solutions S.p.A.

Name: Francesco Schiavinato

Signature:

Date: November 10, 2010

Pirelli & C. S.p.A. - Industrial Property Department

Trademark list by registration

Confidential

Case N°: PIMCO161
 Trademark: COLOURS THROUGH WATER

Country	Owner	Appl. N°	Appl. Date	Reg. N°	Reg. Date	Ren. N°	Expiry Date	St. Type	Class
AR	MAZ PSTS	2328804	22/02/2001	1885750	17/09/2002		17/09/2012	RN INT.	09
AU	MAZ PSTS	869783	21/02/2001	869783	10/11/2001		24/02/2011	RN INT.	09
BR	MAZ PSTS	823622819	23/02/2001				23/02/2011	RN INT.	09
CA	MAZ PSTS	1093621	21/02/2001	586151	29/07/2003		29/07/2016	RN INT.	09
CL	MAZ PSTS	531477	15/09/2001				15/09/2011	RN INT.	09
CN	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
CO	MAZ PSTS	01013757	21/02/2001	250087	18/02/2002		18/02/2012	RN INT.	09
CU	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
DZ	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
EE	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
EG	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
EM	MAZ PSTS	2090819	16/02/2001	2090819	18/04/2002		16/02/2011	RN INT.	09
Community Trademark AT, BE, BG, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IT, LT, LU, LV, MT, NL, PL, PT, RO, SE, SI, SK									
ID	MAZ PSTS	000200108381	24/04/2001	501982	21/03/2002		21/03/2012	RN INT.	09
JN	MAZ PSTS	991769	22/02/2001					RN INT.	09
IT	MAZ PSTS	MIP001C001756	16/02/2001	846580	28/05/2001		16/02/2011	RN INT.	09
JP	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
KR	MAZ PSTS	40-2001-0006840	23/02/2001					RN INT.	09
LT	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
LV	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
MA	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
MX	MAZ PSTS	473267	28/02/2001	743086	29/04/2002		28/02/2011	RN INT.	09
MY	MAZ PSTS	200102923	08/03/2001					RN INT.	09
QA	MAZ PSTS	32001022687	15/03/2001	44816	15/11/2001		15/03/2011	RN INT.	09
PE	MAZ PSTS	123785	21/02/2001	73731	09/08/2001		03/08/2011	RN INT.	09
PL	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09
RO	WIPO PSTS	108330/2001	23/03/2001	759078	29/05/2001		28/05/2011	RN INT.	09

Phirelli & C. S.p.A.- Industrial Property Department

Trademark list by registration

Confidential

Case N°: PMG0161
 Trademark: COLOURS THROUGH WATER

Country	Owner	Appl.N°	Appl.Date	Reg N°	Reg Date	Reg N°	Reg Date	Ren N°	ExpDate	St. Type	Class
RU	WIPO PSTS	10833D/2001	23/03/2001	759078	28/06/2001				29/05/2011	RF	09
SO	NAZ PSTS									RN INT.	09
IN	NAZ PSTS	EE010542	22/03/2001						22/03/2016	RN INT.	09
TN	NAZ PSTS	EE041963	23/09/2004	EE041963	26/12/2005				23/09/2014	RN INT.	09
TW	NAZ PSTS	90/005996	23/02/2001	1069265	03/08/2002				01/09/2012	RN INT.	09
UA	WIPO PSTS	10833D/2001	23/03/2001	759078	28/06/2001				29/05/2011	RF	09
US	NAZ PSTS	76/215436	23/02/2001	2757969	02/09/2003				02/09/2013	RN INT.	09
VE	NAZ PSTS	3079/2001	22/02/2001						22/02/2011	RN INT.	09
VN	WIPO PSTS	10833D/2001	23/03/2001	759078	28/06/2001				29/05/2011	RN INT.	09
ZA	NAZ PSTS	200102901	21/02/2001	200102901	28/04/2006				21/02/2011	RF INT.	09

Case N°: PMG0404
 Trademark: EPICENTRO

Country	Owner	Appl.N°	Appl.Date	Reg N°	Reg Date	Reg N°	Reg Date	Ren N°	ExpDate	St. Type	Class
AR	NAZ PIGR	2834152	25/08/2008							AF INT.	09
BR	NAZ PIGR	8299885790	15/05/2008							AP INT.	09
CA	NAZ PIGR	1393966	06/05/2008	TMA755695	18/12/2009				18/12/2024	RF INT.	09
EM	NAZ PIGR	006870431	28/04/2008	006870431	21/01/2009				28/04/2018	RF INT.	09
Community Trademark: AT, BE, BG, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IT, LT, LU, LV, MT, NL, PL, PT, RO, SE, SI, SK											
IT	NAZ PIGR	M1200800019448	28/04/2008						28/04/2018	AF	09
US	NAZ PIGR	77/463372	01/05/2008							AT INT.	09

Case N°: PMG0403
 Trademark: OPENSET

Country	Owner	Appl.N°	Appl.Date	Reg N°	Reg Date	Reg N°	Reg Date	Ren N°	ExpDate	St. Type	Class
AR	NAZ PIGR	2828488	30/05/2008						30/05/2018	AF INT.	09

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