

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465255

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the property no. 0030744 to 3074448 previously recorded on Reel 006178 Frame 0603. Assignor(s) hereby confirms the Security Interest.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNICREDIT SPA		06/28/2016	Corporation: ITALY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDEA CAPITAL FUNDS S.G.R. S.P.A.		
<b>Street Address:</b>	21 BRERA STREET		
<b>City:</b>	MILAN		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	Corporation: ITALY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3074448	ROLLERBLADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022937860		
<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>			
<b>Phone:</b>	2022937060		
<b>Email:</b>	tm@sughrue.com		
<b>Correspondent Name:</b>	LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC		
<b>Address Line 1:</b>	2100 PENNSYLVANIA AVENUE, N.W.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	D4489-3/90001000TMK		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC		
<b>Address Line 1:</b>	2100 PENNSYLVANIA AVENUE, N.W.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20037		
<b>NAME OF SUBMITTER:</b>	Leigh Ann Lindquist		
<b>SIGNATURE:</b>	/Leigh Ann Lindquist/		
<b>DATE SIGNED:</b>	03/12/2018		

OP \$40.00 3074448

**Total Attachments: 15**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446627

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNICREDIT SPA		06/28/2016	Corporation: ITALY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDEA CAPITAL FUNDS S.G.R. S.P.A.		
<b>Street Address:</b>	21 BRERA STREET		
<b>City:</b>	MILAN		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	Corporation: ITALY		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3074988	NORDICA	
Registration Number:	1140419	NORDICA	
Registration Number:	1636804	NORDICA	
Registration Number:	2336107	NORDICA	
Registration Number:	1636805	N	
Registration Number:	1840226	N	
Registration Number:	1180293	N	
Registration Number:	2671287	NORDICA	
Registration Number:	4230292	NORDICA	
Registration Number:	3038706	N	
Registration Number:	2021430	ROLLERBLADE	
Registration Number:	2072402	ROLLERBLADE	
Registration Number:	1868133	ROLLERBLADE	
Registration Number:	1326171	ROLLERBLADE	
Registration Number:	1905753	ROLLERBLADE	
Registration Number:	2021339	ROLLERBLADE	
Registration Number:	1609154	ROLLERBLADE	
Registration Number:	2405665	ROLLERBLADE	
Registration Number:	0030744		

OP \$490.00 3074988

**CORRESPONDENCE DATA**

Fax Number: 2022937860

*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.*

Phone: 202.293.7060

Email: tm@sughrue.com

Correspondent Name: LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC

Address Line 1: 2100 PENNSYLVANIA AVENUE, N.W.

Address Line 4: WASHINGTON, D.C. 20037

ATTORNEY DOCKET NUMBER: D4489

**DOMESTIC REPRESENTATIVE**Name: LEIGH ANN LINDQUIST/SUGHRUE MION,  
PLLC

Address Line 1: 2100 PENNSYLVANIA AVENUE, N.W.

Address Line 4: WASHINGTON, D.C. 20037

NAME OF SUBMITTER: Leigh Ann Lindquist

SIGNATURE: /leigh ann lindquist/

DATE SIGNED: 10/10/2017

**Total Attachments: 13**

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**CERTIFICATE OF TRANSLATION**

I, Laura Filippi, certify that I am fluent in English and Italian, and that, to the best of my knowledge and belief, the attached translation is a true and accurate translation of part of the deed of assignment from Unicredit S.p.a. to Idea Capital Funds SGR S.p.A., translated by myself.

Date: 8 September 2017

By: Laura Filippi

**CREDITS TRANSFER AGREEMENT**

SUBJECT TO SUBSTITUTE TAX ALREADY PAID PURSUANT TO ARTICLE 15 AND FOLLOWING OF D.P.R. 29 SEPTEMBER 1973, N. 601 AS SUBSEQUENTLY AMENDED AND SUPPLEMENTED

BETWEEN

**UNICREDIT S.P.A.**

AND

**IDEA CAPITAL FUNDS S.G.R. S.P.A.**

In the name and on behalf of

**“CREDIT SUB-FUND”**

of the Italian Alternative Investment Fund (AIF), umbrella closed-end type, called

**“IDEA CCR (CORPORATE CREDIT RECOVERY) I”**

**- ITALIAN REPUBLIC -**

In the year two thousand and sixteen, on twenty-eight of June,  
28 June 2016

In Milan, in my office in Largo Donegani, 2.

Before myself **Ciro de Vivo**, public notary in Milan, enrolled in the local board of notaries, there are:

- **PAPINI Pietro**, born in Firenze on 20 August 1980, and **BORGONOVİ Valentina** born in Fiesole on 17 September 1980, both domiciled for the purposes of their office at the following bank's registered office, who intervene to the present deed (the **“Deed”**) not on behalf of themselves but in the name and on behalf of **“UniCredit S.p.A.”** (already Banca di Roma S.p.A. and UniCredit Banca d'Impresa S.p.A. and UniCredit Corporate Banking S.p.A.) with registered office in Rome (RM) via A. Specchi n. 16, and Head Office in Milan, piazza Gae Aulenti n. 3, Tower A, share capital Euro 20,298,341,840.70, fully paid-up, fiscal code, VAT code and registration number with the Company Register of Rome 00348170101, registered with the Register of Banks held by the Bank of Italy number 5729, and with the Register of Group of Banks number 2008, having the necessary powers by means of a special power of attorney notarized by public notary Angelo Busani in Milan on 21 December 2012, notarial deed n. 23191/11507, whose certified copy is attached under letter **“A”** to the deed received by myself on 25 January 2013, notarial deed no. 17690/12289, registered in Milan 4 on 4 February 2013 with number 2182 series 1T (the **“Bank”**);

**AND**

- **MARAN Luca**, born in Milan on 22 July 1983, domiciled for the purposes of his office at the following company's registered office, who intervenes to the present Deed not on his behalf but in the name and on behalf of the company **“IDEA CAPITAL FUNDS SGR S.p.A.”** (the **“SGR”**) with registered office in Milan (MI) via Brera 21, share capital Euro 1,200,000.00, fully paid-up, fiscal code, VAT code and registration number with the Company Register Code of Milan 05520520965, registered, as authorised management company pursuant to Directive No. 2011/61/UE (Directive AIFM) with the Alternative Investment Fund Managers Register held by the Bank of Italy according to article 35 of the Legislative Decree 24 February 1998, number 58, as

amended (the "TUF") registration No. 100, which intervenes to the present Deed not on its behalf but on behalf and as management company of the Sub-Fund called "CREDIT SUB-FUND" (the "Credit Sub-Fund" or the "Assignee") of the Italian Alternative Investment Fund, umbrella closed-end type, called "IDEA CCR (CORPORATE CREDIT RECOVERY) I" or "IDEA CCR I" (the "Fund"), set up and managed by the SGR in accordance with Italian law, having the necessary powers by means of a special power of attorney notarized by myself on 28 June 2016 notarial deed n. 32732, attached under letter "A" to the deed received by myself on 28 June 2016 with notarial deed no. 32772/18401;

(the Bank and the SGR together the "Parties").

The above appearers, whose personal identity, capabilities, powers and representation I, the Notary, am certain of,

#### STATE THAT:

[premises from (A) to (F) OMISSIS]

(G) the following securities have been granted to the Bank:

[list from a. to f. OMISSIS]

g. by virtue of the deed of pledge executed on 21 December 2010 in front of public notary Oleg Nicola Acconcia (notarial deed no. 111011, collection no. 17143) (the "Deed of Pledge of Trademarks A") Nordica S.p.A. (now Tecnica [*Editor's note: Tecnica Group S.p.A. "Tecnica"*]) granted a pledge on trademarks in favour of the Bank and other banks (the "Pledge Tecnica Trademarks A");

by virtue of the deed of pledge executed on 10 April 2015 in front public notary Oleg Nicola Acconcia (notarial deed no. 120613, collection no. 24867) (the "Deed of Pledge of Trademarks B") Tecnica granted a pledge on trademarks in favour of the Bank and other banks (the "Pledge Tecnica Trademarks B");

[OMISSIS]

All the above stated, the Parties, as above represented, agree as follows

[OMISSIS]

## 2. SALE OF CREDITS

- 2.1 Pursuant to this Deed the Bank assigns and transfers, to the Credit Sub-Fund of the Fund managed by the SGR, which in such capacity accepts and purchases, on behalf of the Credit Sub-Fund, *pro soluto* the Receivables.
- 2.2 The consideration for the assignment of the Receivables is comprehensively and conventionally established by the Parties in a separated deed signed between the same parties on the date hereof (the "Consideration").

## 3. SECURITIES

- 3.1 In accordance with this Deed the Parties acknowledge and, to the extent necessary, agree that, pursuant to article 1263 of the Italian civil code, as a result of the sale of the Receivables to the Assignee, the Pledges [*Editor's note: Pledges is a defined term in the contract, whose definition comprises the Pledge Tecnica Trademarks A and the Pledge Tecnica Trademarks B*], the Mortgages, the Special Privileges and the Receivables Assignment Agreement by way of security, securing the same Receivables are transferred to the Assignee, without any novative effect.

[OMISSIS]

#### 4. UNDERTAKINGS

[OMISSIS]

4.3 The Parties confirm their commitment – also with reference to any further reasonable and strictly necessary formalities concerning the above mentioned deeds of pledge, the Assignment of GSE's Receivables by way of security and any securities of foreign law – (i) to subscribe and/or deliver in the time and manners necessary or required by the applicable law, any deed, contract, document, certificate or whatever statement that shall be reasonable signed or delivered in accordance with this Deed or the applicable law both in Italy and abroad to the extent that it might concerned, and also (ii) to carry out all the formalities, notices, deposits, transcriptions and fulfilments which could be strictly necessary in all the competent offices, organizations and authorities (including the Italian and European Patent and Trademarks offices) both in Italy and abroad, in order to make this Deed and, in any case, this assignment enforceable against third parties, it being understood that any cost, of whatever nature, connected to the above-mentioned activities shall be borne by the Assignee.

[OMISSIS]

I read this Deed, written in part by myself and in part by a person whom I trust by mechanical means in accordance with to law on eight incomplete pages for four sheets, to the above appearers who, on my specific request, approve and sign it with myself at the sixteen and ten approximatively.

Signed Papini Pietro

Signed Brogonovi Valentina

Signed Maran Luca

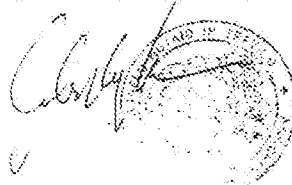
Signed Ciro de Vivo Notaio



ALLEGATO ... ALLA RACC. 13143...

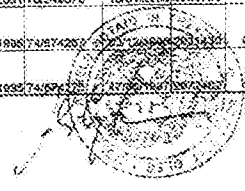
numero	titolo	domanda no.	req. data	req. cat.	data rinnovo	classif.
TM2181T01	NORDICA S.P.A. 03 - NORDICA & ARROW design	17/11/1999 25828-C/99	09/03/1999	321672	17/11/2019	03, 05, 14, 16, 18, 24, 25, 26, Italia
TM2150T00	NORDICA S.P.A. 04 - NORDICA word	19/04/1999 19794-C/99	07/07/1999	322429	18/04/2020	04, 02, 03, 04, 05, 09, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, Italia
TM2150T01	NORDICA S.P.A. 04 - NORDICA word	01/09/1972 20116-C/72	23/04/1974	281619	01/09/2012	Italia
TM2150T02	NORDICA S.P.A. 04 - NORDICA word	19/03/2016 T02319C000889			18/03/2020	03, 18, 25, 26 Italia
TM2320T00	NORDICA S.P.A. 05 - NORDICA N design	21/11/1979 21431-C/79	03/04/1980	321619	12/11/2019	13, 25, 26, Italia 03, 09, 14, 18, 19, 24, 25, 26
TM2324T00	NORDICA S.P.A. 01 - N & ARROW design	17/11/1999 25927-C/99	09/02/1999	322326	17/11/2019	Italia
TM2361T00	NORDICA S.P.A. 06 - NORDICA & ARROW RESTYLING design	08/11/2000 T0200C000979	11/04/2001	342975	08/11/2020	05, 15, 25, 26, Italia
TM2362T00	NORDICA S.P.A. 01 - N AND ARROW RESTYLING design	08/11/2000 T0200C000989	11/04/2001	342977	08/11/2020	09, 19, 25, 26, Italia
TM1703T00	NORDICA S.P.A. 0287 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	19/03/2004 T0200C000887	03/05/2004	328396	15/09/2014	09, 13, 25, 26, Italia
TM1703T01	NORDICA S.P.A. 0287 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	09/03/2008 T0200C000979	01/11/2008	1294153	08/03/2018	14, Italia
TM2328T00	NORDICA S.P.A. 0242 - ROLLERBLADE	02/04/1999 18438-C/99	29/02/1997	492289	02/04/2018	03, Italia
TM2328T01	NORDICA S.P.A. 0242 - ROLLERBLADE	30/01/2004 T0200C000285	18/03/2006	1690714	30/01/2014	05, 29, Italia

Francesco Lorenzi

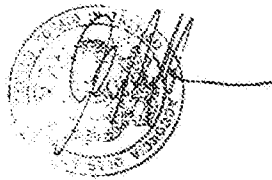


	titolo	titolo	dominio	data	numero	data	no	data	no	classi	territorio
TM218EU00	NORDICA S.P.A.	03 - NORDICA & ARROW design	22071987	268817	240272001	268817	31/07/2017	03, 05, 14, 18, 19, 24, 25	Comunità Europea		
TM2150EU00	NORDICA S.P.A.	04 - NORDICA word	31/08/2007	305600002	07/03/2008	30560002	21/05/2017	18, 25, 28	Comunità Europea		
TM301EU00	NORDICA S.P.A.	00 - NORDICA & ARROW RESTYLING design	16/02/2004	2147819	25/02/2005	2147819	16/03/2011	09, 16, 25, 28	Comunità Europea		
TM282EU00	NORDICA S.P.A.	01 - N AND ARROW RESTYLING design	16/02/2004	2143435	16/12/2005	2143435	16/03/2011	05, 18, 25, 28	Comunità Europea		
TM1502EU00	NORDICA S.P.A.	0032 - R&B Circle and Design	19/07/1997	306577710	14/12/1998	306577710	21/07/2017	09, 18, 25, 28	Comunità Europea		
TM1652EU01	NORDICA S.P.A.	0032 - R&B Circle and Design	21/02/2008	8214213	22/12/2008	8214213	21/05/2019	12, 26	Comunità Europea		
TM1705EU00	NORDICA S.P.A.	0037 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	23/03/2004	303730836	30/08/2005	303730836	23/03/2016	09, 18, 25, 28	Comunità Europea		
TM1705EU01	NORDICA S.P.A.	0037 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	01/04/1998	006094030	01/12/1998	006094030	01/04/2016	09, 18, 25, 28	Comunità Europea		
TM1705EU02	NORDICA S.P.A.	0037 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	16/02/2004	4905885	28/01/2007	4905885	16/02/2016	14	Comunità Europea		
TM3830EU00	NORDICA S.P.A.	0042 - ROLLERBLADE	01/04/1998	000054093	04/08/1999	000054093	01/04/2016	09, 18, 25, 28	Comunità Europea		
TM3830EU01	NORDICA S.P.A.	0042 - ROLLERBLADE	22/07/1998	000207983	05/02/1999	000207983	22/07/2016	18, 25, 41, 42	Comunità Europea		
TM3830EU02	NORDICA S.P.A.	0042 - ROLLERBLADE	18/04/2001	002162192	21/05/2003	002162192	18/04/2011	09, 12, 14	Comunità Europea		
TM3830EU03	NORDICA S.P.A.	0042 - ROLLERBLADE	18/02/1998	001236289	28/08/2000	001236289	18/02/2016	09, 18, 19	Comunità Europea		
TM2118US00	NORDICA S.P.A.	03 - NORDICA & ARROW design	12/01/1998	78410365	04/04/2002	78410365	04/04/2016	09, 18, 25, 28	Stati Uniti		
TM319US02	NORDICA S.P.A.	02 - NORDICA & ARROW design	22/04/1977	73713530	14/10/1980	73713530	14/10/2016	26	Stati Uniti		
TM319US03	NORDICA S.P.A.	02 - NORDICA & ARROW design	19/02/1994	74061104	06/03/1991	74061104	06/03/2011	109, 19, 25	Stati Uniti		
TM2150US00	NORDICA S.P.A.	04 - NORDICA word	03/08/1998	74072075	29/03/2002	74072075	29/03/2011	15, 25, 28	Stati Uniti		
TM2150US01	NORDICA S.P.A.	01 - N AND ARROW design	18/02/1992	74060018	28/03/1991	74060018	06/03/2011	05, 18, 25	Stati Uniti		
TM2150US02	NORDICA S.P.A.	03 - N & ARROW design	17/09/1990	74060161	21/02/1994	74060161	21/02/2014	18, 25, 28	Stati Uniti		
TM2150US03	NORDICA S.P.A.	00 - N AND ARROW (BLACK) design	12/10/1978	73024875	01/12/1981	73024875	01/12/2011	26	Stati Uniti		
TM3211US00	NORDICA S.P.A.	00 - NORDICA & ARROW RESTYLING design	03/05/2001	79288577	07/04/2003	79288577	07/04/2013	09, 18, 25, 28	Stati Uniti		
TM2611US00	NORDICA S.P.A.	00 - NORDICA & ARROW RESTYLING design	17/02/2008	776882100			09		Stati Uniti		
TM2620US00	NORDICA S.P.A.	01 - N AND ARROW RESTYLING design	02/04/2001	78248878	10/01/2008	78248878	10/01/2016	09, 18, 25, 28	Stati Uniti		
TM1705US00	NORDICA S.P.A.	0037 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	15/04/1998	73874282	27/08/1999	73874282	03/12/2016	25	Stati Uniti		
TM1705US01	NORDICA S.P.A.	0037 - ROLLERBLADE AND SKATE DESIGN (ROLLERBLADE CIRCLE LOGO)	18/04/1998	74169422	17/02/1997	74169422	17/02/2011	09, 18, 28	Stati Uniti		

*Francisco*



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YK0289L020	NORONCA S.P.A. 0042 - ROLLERBLADE	140111884	746476051	2012	1894	1894	133	2011	2201	408			Stat	Unit
YK0289L024	NORONCA S.P.A. 0042 - ROLLERBLADE	250271894	73491507	1803	1895	1895	11	1803	201	133			Stat	Unit
YK0289L026	NORONCA S.P.A. 0042 - ROLLERBLADE	740111894	74475037	1803	1895	1895	13	1803	201	133			Stat	Unit
YK0289L028	NORONCA S.P.A. 0042 - ROLLERBLADE	030111895	74826825	1312	1895	1895	13	0512	201	133			Stat	Unit
YK0289L028	NORONCA S.P.A. 0042 - ROLLERBLADE	081111895	74826825	1312	1895	1895	13	0708	202	25	28		Stat	Unit
YK0289L010	NORONCA S.P.A. 0042 - ROLLERBLADE	300811895	75741958	2311	2000	2405	65	2511	200	18			Stat	Unit
YK0289L012	NORONCA S.P.A. 0042 - ROLLERBLADE	120202004	78067342	2802	2008	2074	448	2803	201	18			Stat	Unit



*Franco Lorenzi*

Allegato "B"

PROPRIETÀ INDUSTRIALE

BREVETTI

F.lli Luigi Ferrando - Alessandro Grasso - Mattarel Roberto - Signorini Claudio - Francesco Ricci - Davide Falconi - Marco Mario Rotondi - Stefano Panzetta - Manuela Baldi - Ciro Formisano - Andrea Alderighi - Maurizio Moscardi - Massimo Schiraldi - Forni Gianluigi - Giuseppe Atria - Davide Luigi Menegollo - Goracci Marco - Gabriele Benedetto - Renato Giacosa Notaio -



## MARCHI

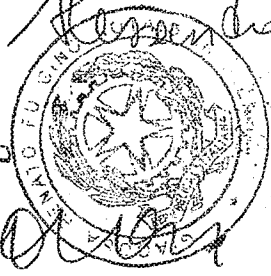
F.ti Luigi Ferrando - Alessandro Grasso - Mattarel Roberto - Signorini Claudio - Francesco Ricci - Davide Falconi - Marco Mario Rotondi - Stefano Panzetta - Manuela Baldi - Ciro Formisano - Andrea Alderighi - Maurizio Moscardi - Massimo Schiraldi - Forni Gianluigi - Giuseppe Atria - Davide Luigi Menegollo - Goracci Marco - Gabriele Benedetto - Renato Giacosa Notaio -

MARCHIO TARGETTI-SANKEY S.p.A. per iscrizione PEGHO - Closing 10/10/2014

TIPOLOGIA	AREA	DESCRIZIONE	NOTE PER BANCHE	CLASSE
MARCHIO - PAROLA	ITALIA	TARGETTI FIGURATIVO	ISCRIZIONE PEGNO	6,9,11,19
MARCHIO	INTERNAZIONALE	TARGETTI FIGURATIVO	ISCRIZIONE PEGNO	6,9,11,19
MARCHIO	COMUNITARIO	TARGETTI FIGURATIVO	ISCRIZIONE PEGNO	6,9,11,19
MARCHIO	USA	TARGETTI FIGURATIVO	ISCRIZIONE PEGNO	6,9,11,19

1018720  
 939091  
 939091  
 3318813

Mattarel Roberto Luigi Ferrando  
 Stefano Santelli Marco Mauro Piotrowski  
 Grazi Marco Gabriele Benedetto  
 Giuseppe Brus  
 Fabrizio Perard (Manuela Beldi)  
 Andrea Adelup.  
 Professori Francesco Ricci Davide Falcomi  
 Massimo Schioldi Sigismondi Claudio  
 Gianpiero Giuseppe  
 Riccardo Luigi Monzeglio  
 Umberto



## Allegato "C"

### DOCUMENTI PER LA CANCELLAZIONE

Nel presente Allegato:

"**Pagamento Rilevante**" indica ogni pagamento effettuato in adempimento alle Obbligazioni Garantite che, alla data di consegna della Documentazione per la Cancellazione, sarebbe revocabile se il Soggetto Rilevante o altra persona che abbia effettuato il pagamento per conto del Soggetto Rilevante fosse assoggettata a fallimento o altra procedura concorsuale.

"**Soggetto Rilevante**" indica il Datore di Pegno o altro soggetto che abbia effettuato un Pagamento Rilevante.

I Documenti per la Cancellazione sono i seguenti:

- (a) un certificato indirizzato alla Banca Agente da parte del presidente del consiglio di amministrazione o amministratore unico del Soggetto Rilevante che confermi che, alla data di tale certificato e alla data del Pagamento Rilevante:
  - (i) il Soggetto Rilevante non si trova, e non si trovava, in situazione di insolvenza o in una delle situazioni previste dagli articoli 2446 o 2447 del codice civile (o, nel caso il Soggetto Rilevante non sia una società costituita in Italia, in una situazione equivalente ai sensi delle leggi del paese di costituzione di tale soggetto (o di qualsiasi altra legge applicabile)); e
  - (ii) che non vi sono né vi sono stati fatti o circostanze riguardanti il Soggetto Rilevante, i quali, basati su circostanze di fatto allora esistenti, potrebbero ragionevolmente comportare una situazione di insolvenza;
- (b) nel caso in cui il Soggetto Rilevante abbia un collegio sindacale o un organo equivalente, un certificato indirizzato alla Banca Agente da parte del presidente di tale organo che confermi che, alla data di tale certificato e alla data del Pagamento Rilevante:
  - (i) il Soggetto Rilevante non si trova, e non si trovava, in situazione di insolvenza o in una delle situazioni previste dagli articoli 2446 o 2447 del Codice Civile (o, nel caso il Soggetto Rilevante non sia una società costituita in Italia, in una situazione equivalente ai sensi delle leggi del paese di costituzione di tale soggetto (o di qualsiasi altra legge applicabile)); e
  - (ii) che non vi sono né vi sono stati fatti o circostanze riguardanti il Soggetto Rilevante, i quali, basati su circostanze di fatto allora esistenti, potrebbero ragionevolmente comportare una situazione di insolvenza;
- (c) un certificato di vigenza rilasciato dal Registro delle Imprese competente, che confermi che non è stata intrapresa alcuna procedura concorsuale nei confronti



del Soggetto Rilevante (o, nel caso il Soggetto Rilevante non sia una società costituita in Italia, il documento equivalente nella relativa giurisdizione);

- (d) l'ultima relazione trimestrale relativa alla situazione finanziaria del Soggetto Rilevante.

F.ti Luigi Ferrando - Alessandro Grasso - Mattarel Roberto - Signorini Claudio - Francesco Ricci - Davide Falconi - Marco Mario Rotondi - Stefano Panzetta - Manuela Baldi - Ciro Formisano - Andrea Alderighi - Maurizio Moscardi - Massimo Schiraldi - Forni Gianluigi - Giuseppe Atria - Davide Luigi Menegollo - Goracci Marco - Gabriele Benedetto - Renato Giacosa Notaio -