

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confermative Trademark Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiko S.p.A.		04/30/2020	Corporation: ITALY
RECEIVING PARTY DATA			
Name:	Solution Bank S.p.A.		
Street Address:	Corso della Repubblica 126		
City:	Forlì (FC)		
State/Country:	ITALY		
Postal Code:	47121		
Entity Type:	Corporation: ITALY		
Name:	Illimity Bank S.p.A.		
Street Address:	Via Soperga 9		
City:	Milano MI		
State/Country:	ITALY		
Postal Code:	20124		
Entity Type:	Corporation: ITALY		
Name:	Banca Nazionale del Lavoro S.p.A.		
Street Address:	Viale Altiero Spinelli, 30		
City:	Roma RM		
State/Country:	ITALY		
Postal Code:	00157		
Entity Type:	Corporation: ITALY		
Name:	UniCredit S.p.A		
Street Address:	Piazza Gae Aulenti, 3 - Tower A		
City:	Milano MI		
State/Country:	ITALY		
Postal Code:	20154		
Entity Type:	Corporation: ITALY		
Name:	Banca Popolare di Milano S.p.A.		
Street Address:	Piazza F. Meda 4		
City:	Milano MI		
State/Country:	ITALY		

TRADEMARK

Postal Code:	20121
Entity Type:	Corporation: ITALY
Name:	UBI Banca S.p.A.
Street Address:	Piazza Vittorio Veneto, 8
City:	Bergamo BG
State/Country:	ITALY
Postal Code:	24122
Entity Type:	Corporation: ITALY
Name:	UniCredit Bank AG, Milan Branch
Street Address:	Piazza Gae Aulenti 4, Torre C
City:	Milano MI
State/Country:	ITALY
Postal Code:	20121
Entity Type:	Corporation: ITALY
Name:	BNP Paribas Securities Services, Milan Branch
Street Address:	Piazza Lina Bo Bardi 3
City:	Milano MI
State/Country:	ITALY
Postal Code:	20124
Entity Type:	Corporation: ITALY
Name:	The Law Debenture Trust Corporation p.l.c.
Street Address:	Fifth Floor 100, Wood Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 7EX
Entity Type:	Corporation: ENGLAND AND WALES
Name:	Genertellife S.p.A.
Street Address:	Via Erminio Ferretto, 1
City:	Mogliano Veneto (TV)
State/Country:	ITALY
Postal Code:	31021
Entity Type:	Corporation: ITALY
Name:	Genertel S.p.A.
Street Address:	Via Machiavelli 4
City:	Trieste (TS)
State/Country:	ITALY
Postal Code:	34132
Entity Type:	Corporation: ITALY
Name:	Generali Italia S.p.A.

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REEL: 006953 FRAME: 0855

Street Address:	Via Marocchesa 14
City:	Mogliano Veneto (TV)
State/Country:	ITALY
Postal Code:	31021
Entity Type:	Corporation: ITALY
Name:	Alleanza Assicurazioni S.p.A.
Street Address:	Piazza Fidia, 1
City:	Milano MI
State/Country:	ITALY
Postal Code:	20159
Entity Type:	Corporation: ITALY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3689438	KIKO
Registration Number:	3650052	KIKO

CORRESPONDENCE DATA

Fax Number: 0276317619

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: 0276316161

Email: fbraga@perani.com

Correspondent Name: Francesco Braga

Address Line 1: Piazza Armando Diaz 7

Address Line 4: Milano MI, ITALY 20123

NAME OF SUBMITTER:	Francesco Braga
SIGNATURE:	/Francesco Braga/
DATE SIGNED:	06/05/2020

Total Attachments: 57

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SAVILLE & CO

SCRIVENER NOTARIES

Saville Notaries LLP
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Sophie Milburn
Nicholas Thompson
Robert Kerss
Andrew MacNab
Christopher Higgins*

Eleonora Ceolin*
Jana Derska*
Katia Fallow*

Io sottoscritta SOPHIE JANE MILBURN nella Città di Londra, Inghilterra, notaio pubblico per regia autorità debitamente ammessa e giurata, con il presente CERTIFICO ED ATTESTO:

CHE la Signora SILVIA RENNA, nata a Kempten, Germania, il 10 aprile 1982, della cui identità personale, poteri e veste io notaio sono certa, agendo non in proprio ma nella sua veste di procuratrice speciale debitamente autorizzata della società denominata **KIKO S.P.A.** con sede in Bergamo, Italia (il "**Datore di Pegno**"), in virtù di una procura speciale datata 10 aprile 2020, ha oggi firmato l'**Atto Confermativo di Pegno su Diritti di Proprietà Intellettuale** qui allegato in Londra, Inghilterra, davanti a me tramite video-link, e che la firma sottoscritta allo stesso è del suo proprio pugno e scrittura;

CERTIFICO INOLTRE CHE la detta Signora SILVIA RENNA, nata a Kempten, Germania, il 10 aprile 1982, della cui identità personale, poteri e veste io notaio sono certa, agendo non in proprio ma nella sua veste di procuratrice speciale debitamente autorizzata della società denominata **BNP PARIBAS SECURITIES SERVICES, SUCCURSALE MILANO** con sede in 3 Rue d'Antin, Parigi, Francia, agendo tramite la propria succursale, con sede legale in Piazza Lina Bo Bardi, 3, 20124 Milano, Italia, iscritta al registro delle imprese di Milano al n. 13449250151 (la "**Banca Agente**"), in virtù di una procura speciale datata 31 marzo 2020, ha oggi firmato il detto Atto Confermativo di Pegno su Diritti di Proprietà Intellettuale qui allegato in Londra, Inghilterra, davanti a me tramite video-link, e che la firma sottoscritta allo stesso è del suo proprio pugno e scrittura;

E CERTIFICO INOLTRE CHE la detta **BNP PARIBAS SECURITIES SERVICES, SUCCURSALE MILANO** agisce in proprio nome e per proprio conto in qualità di Creditore Garantito e *Parallel Debt Creditor* e in qualità di *Security Agent* e mandatario con rappresentanza in nome e per conto degli altri Creditori Garantiti qui di seguito elencati, in virtù dei poteri conferiti nella Convenzione tra Creditori denominata "*Intercreditor Agreement*" datata 10 dicembre 2014, come modificata ed integrata di volta in volta e da ultimo in data 7 agosto 2018 e ai sensi della Lettera di Nomina datata 10 dicembre 2014 in qualità di rappresentante dei Portatori dei Titoli ai fini dell'articolo 2414-bis, terzo comma, del Codice Civile Italiano:

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Regulated through the Faculty Office of the Archbishop of Canterbury

*General Notary



TRADEMARK
REEL: 006953 FRAME: 0858

CREDITORI GARANTITI**Banche Finanziatrici**

1.	Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
2.	UniCredit S.p.A.	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione and codice fiscale 00348170101
3.	Banca Popolare di Milano S.p.A.	Piazza F. Meda 4, 20121, Milan	Registro delle Imprese di Milano, no. iscrizione e codice fiscale 00103200762
4.	UBI Banca S.p.A.	Piazza Vittorio Veneto, 8, 24122 Bergamo	Registro delle Imprese di Bergamo, no. iscrizione e codice fiscale 03053920165

Arrangers

5.	Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
6.	UniCredit S.p.A.	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione e codice fiscale 00348170101

Nuove Banche Finanziatrici

7.	Solution Bank S.p.A.	Corso della Repubblica 126, 47121 Forlì, (FC)	Registro delle Imprese di Romagna, Forlì-Cesena e Rimini, R.E.A. n. 299009 - codice fiscale 03374640401
8.	Illimity Bank S.p.A.	Via Soperga 9, 20124, Milano	Registro delle Imprese di Milano, R.E.A. MI n. 2534291 - Codice Fiscale n 03192350365

La Banca Agente

9.	UniCredit Bank AG, Milan Branch	Kardinal-Faulhaber-Strasse no. 1, 81925 Monaco, Germania, che afisce attraverso il proprio Milan branch , con sede legale in via Piazza Gae Aulenti 4, Torre C, 20121 Milano, Italia	Court Register of Lower Court of Monaco, Germania al numero HR B 421 48 Milan branch: <i>Registro delle Imprese di Milano</i> , no. Di iscrizione al registro delle imprese e codice fiscale 09144100154 - R.E.A. di Milano: 12712054
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Trustee e rappresentante comune dei Portatori dei Titoli ai sensi degli articoli 2417 e 2418 del Codice Civile

10.	The Law Debenture Trust Corporation p.l.c.	Fifth Floor 100, Wood Street, Londra EC2V 7EX, Regno Unito	Iscritta al registro delle imprese dell'Inghilterra e del Galles al No. 01675231
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Acquirenti dei Titoli

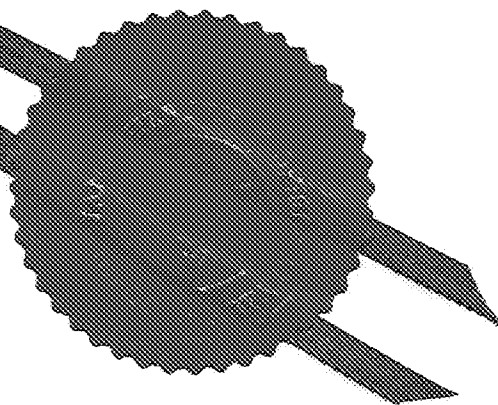
11.	Genertellife S.p.A. in nome e per conto di “SGR GL RIALTO BG, SGR GL RIALTO PREVIDENZA, SGR GL GLIFE PREMIUM”;	Via Erminio Ferretto, 1, 31021, Mogliano Veneto (TV)	Registro delle Imprese di Treviso-Belluno no. iscrizione 00979820321
12.	Genertel S.p.A. in nome e per conto di “SGR GENERTEL”;	via Machiavelli, 4, 34132, Trieste (TS), Italia	Registro delle Imprese di Trieste no. iscrizione 00171820327
13.	Generali Italia S.p.A. in nome e per conto di “SGR GI PATR VITA, SGR GI PREVIR, SGR GI GESAV, SGR GI GESAV IMMOBILIARE, SGR GI DANNI, SGR GI GESAV GLOBAL”;	via Marocchesa, 14, 31021, Mogliano Veneto (TV)	Registro delle Imprese di Treviso-Belluno no. iscrizione 00885351007
14.	Alleanza Assicurazioni S.p.A. in nome e per conto di “SGR ALL SAN GIORGIO, SGR ALL EUR S GIORGIO, SGR ALL ALLEATA GARANTITA.”	Piazza Fidia, 1, 20159, Milano (MI)	Registro delle Imprese di Milano no. iscrizione 10908160012



Controparti Hedging

15.	Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli, 30, Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
16.	UniCredit S.p.A	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione e codice fiscale 00348170101

IN FEDE E TESTIMONIANZA DI CHE io, notaio, ho sottoscritto la mia firma ed apposto il mio sigillo notarile a Londra suddetta, addì trenta aprile duemilaventi.

Soplielliburn up.



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Sophie Jane Milburn
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	07 May 2020
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-1903696
9. Seal / stamp Sceau / timbre Sello / timbre	
10. Signature Signature Firma	P. Fraser 

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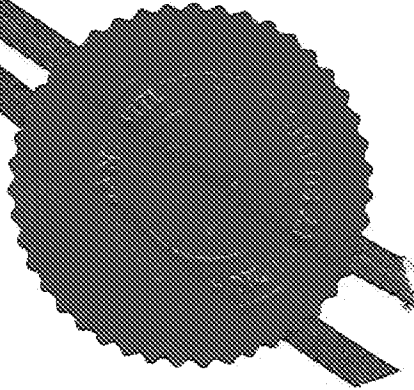


Controparti Hedging

15.	Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli, 30, Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
16.	UniCredit S.p.A	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione e codice fiscale 00348170101



IN FEDE E TESTIMONIANZA DI CHE io, notaio, ho sottoscritto la mia firma ed apposto il mio sigillo notarile a Londra suddetta, addì trenta aprile duemilaventi.

Sophiedilburn up.



TRADEMARK

REEL: 006953 FRAME: 0864

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Sophie Jane Milburn
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	07 May 2020
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-1903695
9. Seal / stamp Sceau / timbre Sello / timbre	
10. Signature Signature Firma	P. Fraser 

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To verify this apostille go to www.verifyapostille.service.gov.uk



ATTO CONFERMATIVO DI PEGNO SU DIRITTI DI PROPRIETA' INTELLETTUALE

in data 30 aprile 2020

tra

KIKO S.P.A.

in qualità di datore di pegno

e

I CREDITORI GARANTITI

Linklaters

Studio Legale Associato

in associazione con Linklaters LLP

IL PRESENTE ATTO viene stipulato a Londra il 30 aprile 2020 tra:

- (1) **KIKO S.P.A.**, con sede legale in via Giorgio e Guido Paglia, 1/D – 24122 Bergamo, iscritta al Registro delle Imprese di Bergamo, numero di iscrizione e codice fiscale 1213211015, in qualità di datore di pegno (il “**Datore di Pegno**”); e
- (2) **BNP PARIBAS SECURITIES SERVICES, SUCCURSALE MILANO**, con sede legale in Rue d’Antin 3, Parigi, Francia, iscritta al Registro delle Imprese di Parigi, numero di iscrizione 552 108 011, che agisce per tramite della sua **succursale di Milano**, con sede legale in Piazza Lina Bo Bardi 3, 20124, Milano, iscritta nel Registro delle Imprese di Milano, numero di iscrizione e codice fiscale 13449250151, in proprio nome e per proprio conto e in nome e per conto degli altri Creditori Garantiti (come identificati all’Allegato 1 (*Creditori Garantiti*)) in qualità di *Security Agent* ai sensi della, e come definito nella, Convenzione tra Creditori e della Lettera di Nomina e in qualità di rappresentante dei Portatori dei Titoli ai fini dell’articolo 2414-bis, terzo comma, del Codice Civile e ai sensi della Lettera di Nomina (ciascun termine come di seguito definito) (la “**Banca Agente**”).

PREMESSO CHE:

- (A) Ai sensi di un contratto di finanziamento denominato “*Facilities Agreement*” sottoscritto in data 1 dicembre 2014, come di volta in volta modificato, da ultimo in data 7 agosto 2018, tra, *inter alios*, il Datore di Pegno, in qualità di società finanziata, le Banche Organizzatrici (*Arrangers*), le Banche Finanziatrici Originarie (*Original Lenders*) (come di seguito definiti) e la Banca Agente (il “**Contratto di Finanziamento**”), le Banche Finanziatrici Originarie hanno messo a disposizione del Datore di Pegno linee di credito *term* e una linea di credito *revolving* per un importo complessivo iniziale in linea capitale pari a euro 152.000.000,00. I termini e le condizioni principali del Contratto di Finanziamento sono meglio descritti nell’ Allegato 2 (*Il Finanziamento*), Parte I (*Contratto di Finanziamento*) e Parte II (*Finanziamento*).
- (B) Ai sensi di un *trust deed* datato 10 dicembre 2014, come di volta in volta modificato, da ultimo in data 7 agosto 2018, sottoscritto, tra gli altri, da parte del Datore di Pegno, in qualità di emittente, di The Law Debenture Trust Corporation p.l.c. (il “**Trustee**”) (anche in qualità di rappresentante comune dei Portatori dei Titoli (come ivi definiti) ai sensi degli articoli 2417 e 2418 del Codice Civile), e dalla Banca Agente (il “**Trust Deed**”), il Datore di Pegno ha emesso obbligazioni (*notes*) denominate €100,000,000 Senior Secured Notes due 2020. I principali termini e condizioni del Trust Deed sono meglio descritti nell’ Allegato 2 (*Il Finanziamento*), Parte IV (*Trust Deed*).
- (C) In data 10 dicembre 2014, tra gli altri, il Datore di Pegno, il Trustee, la Banca Agente e i Creditori Garantiti Originari (come di seguito definiti), hanno stipulato una convenzione tra creditori, come di volta in volta modificata, da ultimo in data 7 agosto 2018 (la “**Convenzione tra Creditori**”). I principali termini e condizioni della Convenzione tra Creditori sono meglio descritti nell’Allegato 2 (*Il Finanziamento*), Parte III (*Intercreditor Agreement*).
- (D) In data 30 dicembre 2014, il Datore di Pegno e le Controparti Hedging hanno stipulato gli Accordi di Hedging (entrambi i termini, come di seguito definiti).
- (E) Ai sensi di un atto di pegno sottoscritto in data 10 dicembre 2014, come di volta in volta modificato ed esteso, da ultimo in data 7 agosto 2018 (l’“**Atto di Pegno**”), il Datore di

Pegno ha costituito in pegno in favore delle Banche Finanziatrici Originarie a garanzia delle proprie obbligazioni i diritti di proprietà intellettuale (la “**Proprietà Intellettuale**”) descritti nell’Allegato 3 (*Proprietà Intellettuale*) al presente Atto, a garanzia delle Obbligazioni Garantite (come di seguito definite) (il “**Pegno**”).

- (F) Alla data odierna Solution Bank S.p.A., con sede in Corso della Repubblica 126, 47121 Forlì (FC), iscritta al Registro delle Imprese di Romagna, Forlì-Cesena e Rimini, numero di iscrizione e codice fiscale 03374640401 e Illimity Bank S.p.A., con sede in Via Soperga 9, 20124 Milan, iscritta al Registro delle Imprese di Milano, numero di iscrizione e codice fiscale 03192350365, in qualità di nuove banche finanziatrici (le “**Nuove Banche Finanziatrici**”) risultano parti del Contratto di Finanziamento in qualità di “Lenders” essendo subentrate in parte dei diritti e degli obblighi di talune Banche Finanziatrici Originarie derivanti dal Contratto di Finanziamento e dagli altri Documenti Finanziari (la “**Partecipazione**”).
- (G) Mediante la sottoscrizione del presente Atto, le Parti intendono confermare che il Pegno continuerà ad essere pienamente valido ed efficace agli stessi termini e condizioni di cui all’Atto di Pegno a favore dei Creditori Garantiti (ivi incluse, le Nuove Banche Finanziatrici).

SI CONVIENE E SI STIPULA QUANTO SEGUE.

1 INTERPRETAZIONE

1.1 Definizioni

Nel presente Atto:

“**Accordi di Hedging**” indica gli accordi di hedging descritti nell’Allegato 2 (*Financing*) Parte V (*Hedging Agreements*).

“**Atto**” indica il presente atto.

“**Banche Finanziatrici Originarie**” indica i soggetti identificati quali “*Finanziatori Originari*” nell’Atto di Pegno.

“**Controparti Hedging**” indica i soggetti identificati quali Hedging Banks all’Allegato 1 (*Creditori Garantiti*).

“**Creditori Garantiti**” indica collettivamente i Creditori Garantiti Originari e le Nuove Banche Finanziatrici.

“**Creditori Garantiti Originari**” ha il significato attribuito al termine “*Creditori Garantiti*” nell’Atto di Pegno.

“**Lettera di Nomina**” indica la lettera di nomina sottoscritta in data 10 dicembre 2014 tra Generali Investments Europe S.p.A. SGR, la Banca Agente e il Trustee, ai sensi della quale:

- (i) la Banca Agente è stata nominata mandatario con rappresentanza dei Portatori dei Titoli al fine di sottoscrivere, in nome e per conto dei Portatori dei Titoli, i Documenti di Garanzia (come tali termini sono definiti nell’Atto di Pegno); e
- (ii) la Banca Agente è stata nominata rappresentante dei Portatori dei Titoli (come definiti nell’Atto di Pegno) ai fini dell’articolo 2414-bis, terzo comma, del Codice Civile.

“**Obbligazioni Garantite**” ha il significato attribuito a tale termine nell’Atto di Pegno.

“**Parti**” indica le parti del presente Atto.

“**Portatori dei Titoli**” ha il significato attribuito a tale termine nell’Atto di Pegno.

Salvo diversamente indicato, i termini in lettera maiuscola utilizzati nel presente Atto hanno il significato agli stessi attribuito nell’Atto di Pegno.

1.2 Altre disposizioni interpretative

Le disposizioni di cui all’articolo 1.2 (*Altre disposizioni interpretative*) dell’Atto di Pegno si applicano, *mutatis mutandis*, al presente Atto come se fossero previste dallo stesso. Il presente Atto costituisce un Documento Finanziario (*Finance Document*) ai sensi e per gli effetti del Contratto di Finanziamento.

2 CONFERMA DEL PEGNO – ASSENZA DI NOVAZIONE

3.1 Le Parti prendono atto, confermano e convengono che:

- (i) il Pegno continuerà ad essere pienamente valido ed efficace agli stessi termini e condizioni di cui all’Atto di Pegno come modificato e confermato ai sensi del presente Atto a favore dei Creditori Garantiti (ivi incluse, a scanso di equivoci, le Nuove Banche Finanziatrici) a garanzia delle Obbligazioni Garantite, senza che tale conferma comporti, in alcun modo, una sostituzione ovvero novazione del Pegno costituito ai sensi dell’Atto di Pegno;
- (ii) fatte salve le modifiche espressamente concordate nel presente Atto, tutte le previsioni dell’Atto di Pegno nonché i diritti e/o le obbligazioni derivanti dallo stesso continueranno ad essere pienamente validi ed efficaci nei confronti di ciascuna Parte ai termini e alle condizioni in esso previsti e troveranno applicazione, *mutatis mutandis*, nel presente Atto;
- (iii) a decorrere dalla data di sottoscrizione del presente Atto, l’Atto di Pegno e il presente Atto dovranno considerarsi ed interpretarsi come un unico atto e, pertanto, qualsiasi futuro riferimento all’Atto di Pegno dovrà essere considerato quale riferimento all’Atto di Pegno come modificato, confermato ed esteso ai sensi del presente Atto;
- (iv) ai fini di cui all’articolo 1232 del codice civile, né il presente Atto, né alcuna delle azioni da intraprendere ai sensi o in relazione al medesimo può o potrà essere considerata come (A) una novazione, integrale o parziale, del Pegno, (B) una novazione, integrale o parziale, dell’Atto di Pegno, o (C) una novazione, integrale o parziale, di alcuna delle obbligazioni assunte dal Datore di Pegno ai sensi dell’Atto di Pegno.

3 PERFEZIONAMENTO

(a) Il Datore di Pegno dovrà depositare:

- (i) il presente Atto per la registrazione; e
- (ii) la domanda di trascrizione del Pegno,

a seconda dei casi:

- (i) presso l'Ufficio Italiano Brevetti e Marchi di Roma ai sensi del Codice della Proprietà Industriale prontamente, ed in ogni caso entro 30 (trenta) Giorni Lavorativi dalla data del presente Atto, per quanto riguarda i marchi registrati e le domande di registrazione depositati presso tale Ufficio; e
 - (iii) presso l'Ufficio per l'Armonizzazione nel Mercato Interno di Alicante (Spagna) ai sensi del Regolamento (CE) n. 40/94 del Consiglio del 20 dicembre 1993 (come successivamente modificato e integrato) sul marchio comunitario prontamente, ed in ogni caso entro 30 (trenta) Giorni Lavorativi dalla data del presente Atto, per quanto riguarda i marchi registrati e le domande di registrazione depositati presso tale Ufficio;
 - (iv) presso l'Organizzazione Mondiale della Proprietà Intellettuale di Ginevra (Svizzera) ai sensi dell'Accordo di Madrid per la registrazione internazionale dei marchi di fabbrica e di commercio e del relativo Protocollo adottato il 27 giugno 1989 e Regolamento di esecuzione comune adottato dall'Assemblea dell'Unione di Madrid il 18 gennaio 1996 prontamente, ed in ogni caso entro 30 (trenta) Giorni Lavorativi dalla data del presente Atto, per quanto riguarda i marchi registrati e le domande di registrazione depositati presso tale Ufficio;
 - (v) presso i competenti uffici e/o le competenti autorità ai sensi della relativa normativa applicabile prontamente, ed in ogni caso entro 30 (trenta) Giorni Lavorativi dalla data del presente Atto, per quanto riguarda i marchi elencati alla Parte II (*Marchi US*) dell'Allegato 3 (*Proprietà Intellettuale*) dell'Atto di Pegno.
- (b) Il Datore di Pegno dovrà consegnare alla Banca Agente, entro 10 (dieci) Giorni Lavorativi dall'avvenuto compimento delle formalità richieste per il deposito del presente Atto e della domanda di trascrizione del Pegno di cui al paragrafo (a) che precede, copia della documentazione rilasciata dai competenti uffici comprovante la presentazione delle istanze di trascrizione e, non appena disponibile, della documentazione rilasciata dai competenti uffici comprovante il perfezionamento della trascrizione medesima.
- (c) Qualora il Datore di Pegno dovesse rendersi inadempiente alle obbligazioni di cui al precedente paragrafo (a), la Banca Agente potrà effettuare la trascrizione a spese del Datore di Pegno.

4 COSTI E SPESE

Ogni tassa applicabile al presente Atto e ogni altro costo o spesa connesso o collegato all'esecuzione e al perfezionamento del presente Atto, ragionevolmente sostenuto e debitamente documentato, ivi inclusi, a titolo esemplificativo e non esaustivo, costi legali e notarili, saranno a carico del Datore di Pegno (entro il limite massimo separatamente concordato tra l'Agente e il Datore di Pegno).

5 IMPOSTE

Ai fini fiscali, si dà atto che il Pegno di cui al presente Atto è soggetto all'imposta di registro in misura fissa poiché garantisce esclusivamente obbligazioni proprie del Datore di Pegno medesimo e, pertanto è soggetto appunto all'imposta di registro in misura fissa pari a euro 200.

6 ATTO OGGETTO DI TRATTATIVA INDIVIDUALE

Ai sensi e per gli effetti della Deliberazione CICR del 4 marzo 2003 e delle Disposizioni sulla trasparenza delle operazioni e dei servizi bancari e finanziari emanate dalla Banca d'Italia il 18 giugno 2019 (come di volta in volta modificate ed integrate), le Parti con la presente riconoscono e confermano che il presente Atto e ogni sua singola previsione è stato oggetto di trattativa individuale con l'assistenza di propri consulenti legali.

7 LEGGE REGOLATRICE E FORO COMPETENTE

- (a) Il presente Atto e le obbligazioni extracontrattuali dallo stesso derivanti sono regolati dal diritto italiano.
- (b) Il Foro di Milano ha competenza esclusiva in relazione a qualsiasi controversia relativa al presente Atto.
- (c) Il paragrafo (b) che precede è a beneficio dei Creditori Garantiti. Nei limiti consentiti dalla legge i Creditori Garantiti potranno agire in giudizio nei confronti del Datore di Pegno dinanzi ogni altro foro competente.

**Allegato 1
Creditori Garantiti**

Banche Finanziatrici

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
UniCredit S.p.A.	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione and codice fiscale 00348170101
Banca Popolare di Milano S.p.A.	Piazza F. Meda 4, 20121, Milan	Registro delle Imprese di Milano, no. iscrizione e codice fiscale 00103200762
UBI Banca S.p.A.	Piazza Vittorio Veneto, 8, 24122 Bergamo	Registro delle Imprese di Bergamo, no. iscrizione e codice fiscale 03053920165

Arrangers

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registro delle Imprese di Roma, no. iscrizione e codice fiscale 09339391006
UniCredit S.p.A.	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, no. iscrizione e codice fiscale 00348170101

Le Nuove Banche Finanziatrici

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
Solution Bank S.p.A.	Corso della Repubblica 126, 47121 Forlì (FC)	Registro delle Imprese di Romagna, Forlì-Cesena e Rimini, R.E.A. n. 299009 – Codice Fiscale n° 03374640401

Illimity Bank S.p.A.	Via Soperga 9, 20124 Milano	Registro delle imprese di Milano, R.E.A. MI n. 2534291 – Codice Fiscale n° 03192350365
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La Banca Agente

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
UniCredit Bank AG, Milan Branch	Kardinal-Faulhaber-Strasse no. 1, 81925 Monaco, Germania, che afisce attraverso il proprio Milan branch , con sede legale in via Piazza Gae Aulenti 4, Torre C, 20121 Milano, Italia	Court Register of Lower Court of Monaco, Germania al numero HR B 421 48 Milan branch: <i>Registro delle Imprese di Milano</i> , no. Di iscrizione al registro delle imprese e codice fiscale 09144100154 – R.E.A. di Milano: 12712054

Security Agent e rappresentante dei Noteholders ai sensi dell'articolo 2414-bis, 3, del Codice Civile

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
BNP Paribas Securities Services, Milan Branch	3 Rue d'Antin, Parigi, Francia, al Registro delle Imprese di Parigi al no. 552 108 011, agendo tramite il proprio Milan Branch , con sede legale in Piazza Lina Bo Bardi 3, 20124, Milano, Italia	Iscritta al registro delle imprese di Milano al no. 13449250151

Parallel Debt Creditor

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
BNP Paribas Securities Services, Milan Branch	Rue d'Antin, Parigi, Francia, al Registro delle Imprese di Parigi al no. 552 108 011, agendo tramite il proprio Milan Branch , con sede legale in Piazza Lina Bo Bardi 3, 20124,	Iscritta al registro delle imprese di Milano al no. 13449250151

	Milano, Italia	
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Trustee

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
The Law Debenture Trust Corporation p.l.c.	Fifth Floor 100, Wood Street, Londra EC2V 7EX, Regno Unito	Iscritta al registro delle imprese dell'Inghilterra e del Galles al No. 01675231

Acquirenti dei Titoli

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
Genertellife S.p.A. in nome e per conto di "SGR GL RIALTO BG, SGR GL RIALTO PREVIDENZA, SGR GL GLIFE PREMIUM";	Via Erminio Ferretto, 1, 31021, Mogliano Veneto (TV)	Registro delle Imprese di Treviso-Belluno no. iscrizione 00979820321
Genertel S.p.A. in nome e per conto di "SGR GENERTEL";	via Machiavelli, 4, 34132, Trieste (TS), Italia	Registro delle Imprese di Trieste no. iscrizione 00171820327
Generali Italia S.p.A. in nome e per conto di "SGR GI PATR VITA, SGR GI PREVIR, SGR GI GESAV, SGR GI GESAV IMMOBILIARE, SGR GI DANNI, SGR GI GESAV GLOBAL";	via Marocchesa, 14, 31021, Mogliano Veneto (TV)	Registro delle Imprese di Treviso-Belluno no. iscrizione 00885351007
Alleanza Assicurazioni S.p.A. in nome e per conto di "SGR ALL SAN GIORGIO, SGR ALL EUR S GIORGIO, SGR ALL ALLEATA GARANTITA."	Piazza Fidia, 1, 20159, Milano (MI)	Registro delle Imprese di Milano no. iscrizione 10908160012

Controparti Hedging

Ragione Sociale	Sede legale	No. iscrizione Registro delle Imprese e C.F.
Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli, 30, Rome	Registro delle Imprese di Roma, registration number and

		codice fiscale 09339391006
UniCredit S.p.A	Piazza Gae Aulenti, 3 - Tower A - 20154 Milano	Registro delle Imprese di Milano-Monza-Brianza-Lodi, registration number and codice fiscale 00348170101

Allegato 2
IL FINANZIAMENTO

PARTE I

ACCORDO MODIFICATIVO

- Data:** 1 dicembre 2014 (come modificato in data 10 dicembre 2014, in data 24 luglio 2018 e in data 7 agosto 2018)
- Parti:**
- (a) **Società Finanziata:** Kiko S.p.A.
 - (b) **Garanti:** Kiko Retail España S.L.U. and Kiko FRANCE
 - (c) **Garanti Aggiuntivi:** Kiko UK, Kikocos Portugal Unipessoal Lda., Kiko Nederland B.V., Kiko Swiss S.A.
 - (d) **Arrangers:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - (e) **Finanziatori Originari:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - (f) **Nuove Banche Finanziatrice ai sensi dell'articolo 25 (*Changes to the Lenders*):** Banca Popolare di Milano S.p.A., UBI Banca S.p.A., Illimity Bank S.p.A., Solution Bank S.p.A..
 - (g) **Agente:** UniCredit Bank AG, Milan Branch
 - (h) **Security Agent:** BNP Paribas Securities Services, Milan Branch

PARTE II

FINANZIAMENTO

- Ammontare:** Facility A1: euro 28.950.000,00
Facility A2: euro 82.025.000,00
Revolving Facility: euro 30,000,000
- Società Finanziata:** Kiko S.p.A.
- Valuta:** euro
- Periodo di Disponibilità:** (a) per quanto concerne la Facility A1, il periodo che intercorre tra la Signing Date e la Closing Date (come definite nel Contratto di Finanziamento);
(b) per quanto concerne la Facility A2, il periodo che intercorre tra la Closing Date e la data che cade 2 anni dopo la Closing Date; e
(c) per quanto concerne la Revolving Facility, il periodo che intercorre tra la Closing Date e la data che cade un 1 mese prima della Termination Date della Revolving Facility (come definite nel Contratto di Finanziamento).
- Tasso di interesse:** Il tasso percentuale annuale che è pari alla somma del:
(a) Margine; e
(b) EURIBOR.
- Margine:** Facility A: 4.25 % per anno
Revolving Facility: 4.25 % per anno
In ogni caso soggetto ad aggiustamento come previsto alla definizione di "Margin" ai sensi del Contratto di Finanziamento
- Scadenza:** (a) in riferimento alla Facility A, 30 giugno 2021; e
(b) in riferimento alla Revolving Facility, 30 giugno 2021.

Impegni alla data dell'ultimo atto di trasferimento:

Finanziatore	Facility A1	Facility A2	Revolving Facility
Banca Nazionale del Lavoro S.p.A.	7,618,421.05	21,585,526.31	7,894,736.84
Solution Bank S.p.A.	1,949,150.98	5,522,594.43	1,201,494.67
Illimity Bank S.p.A.	4,716,967.45	13,364,741.09	3,732,715.86
Banca Popolare di Milano S.p.A.	5,142,434.21	14,570,230.27	6,315.789.47

UBI Banca S.p.A.	1,904,605.26	5.396.381,58	1,973,684.21
UniCredit S.p.A.	7,618,421.05	21,585,526.32	8,881,578.95
Totale	28,950,000.00	82,025,000.00	30,000,000

PART III

INTERCREDITOR AGREEMENT

Date: 10 dicembre 2014, come modificato in data 7 agosto 2018

- Parties**
- (i) **Senior Secured Notes Issuer:** Kiko S.p.A.
 - (j) **Debtors:** Kiko S.p.A., Kiko Retail España S.L.U. and Kiko FRANCE, Odissea S.r.l., Sagittarius 75 S.A., Kiko UK, Kikocos Portugal Unipessoal Lda., Kiko Nederland B.V., Kiko Swiss S.A., and PI2 S.à r.l.
 - (k) **Intra-group Lender:** Kiko S.p.A.
 - (l) **Arrangers:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - (m) **Senior Facility Lenders:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A., Banca Popolare di Milano S.p.A., UBI Banca S.p.A., Illimity Bank S.p.A., Solution Bank S.p.A.
 - (n) **Senior Facility Agent:** UniCredit Bank AG, Milan Branch
 - (o) **Security Agent:** BNP Paribas Securities Services, Milan Branch
 - (p) **Senior Secured Notes Trustee:** The Law Debenture Trust Corporation p.l.c.
 - (q) **Senior Secured Notes Paying Agent:** The Bank of New York Mellon

PART IV
TRUST DEED

Data: 10 dicembre 2014, come modificato in data 7 agosto 2018

- Parti**
- (a) **Emittente:** Kiko S.p.A.
 - (b) **Garante:** Kiko FRANCE
 - (c) **Trustee:** The Law Debenture Trust Corporation p.l.c.

PARTE V
HEDGING AGREEMENTS

Hedging Bank	Hedging Obligor	Nature of arrangement	Date of Confirmation	Effective Date	Notional Amount	Fixed rate	Floating rate
Banca Nazionale del Lavoro S.p.A.	Kiko SpA	Interest Rate Swap	30/12/2014	30/06/2015	15.000.000	0,470%	Euribor 6m
UniCredit S.p.A.	Kiko SpA	Interest Rate Swap	30/12/2014	30/06/2015	15.000.000	0,470%	Euribor 6m

ALLEGATO 3
PROPRIETÀ INTELLETTUALE

PARTE I

MARCHI ITA, MARCHI UE e MARCHI INTERNAZIONALI

1. MARCHI ITA

- KIKO, reg. n° 362017000102511 in classe 3, rinnovo della registrazione n°809.072 del 24/03/2000, prima domanda n°MI97C009975 del 05/11/1997 – prossima scadenza 05/11/2027.

2. MARCHI UE – Ufficio comunitario di Alicante

- KIKO, reg. n°1.141.126, domanda del 12/04/1999 concessa il 15/05/2003 in classe 3 – prossima scadenza 12/04/2019; e
- KIKO, reg. n°7.474.059, domanda del 17/12/2008 concessa il 20/02/2012 in classe 3 – prossima scadenza 17/12/2018.

3. MARCHI INTERNAZIONALI - Ufficio internazionale di Ginevra

- KIKO, reg. n°733.058, domanda del 06/03/2000 concessa il 24/03/2000 in classe 3 – prossima scadenza 24/03/2020; e
- KIKO, reg. n°958.110, domanda del 29/06/2007 concessa il 08/10/2007 classe 3 – prossima scadenza 08/10/2027.

PARTE II
MARCHI US

MARCHI LOCALI ESTERI NEGLI STATI UNITI

- KIKO, reg. n°3.689.438, domanda n°78/641087 del 01/06/2005 concessa il 29/09/2009 in classe 3 – prossima scadenza di rinnovo 29/9/2019; e
- KIKO, reg. n°3.650.052, domanda n°77/576761 del 23/09/2008 concessa il 07/07/2009 in classe 3 – prossima scadenza di rinnovo 07/07/2019.

FIRME

KIKO S.p.A.



Silvia Renna, Attorney

BNP PARIBAS SECURITIES SERVICES, SUCCURSALE MILANO



Silvia Renna, Attorney

SAVILLE & CO.

– SCRIVENER NOTARIES –

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Sophie Milburn
Nicholas Thompson
Robert Kerss
Andrew MacNab
Christopher Higgins*

Eleonora Ceolin*
Jane Derska*
Katia Fallow*

I, the undersigned SOPHIE JANE MILBURN in the City of London, United Kingdom, notary public duly sworn by royal authority, with this document CERTIFY AND DECLARE:

THAT SILVIA RENNA, born in Kempten, Germany on 10th April 1982, of whose personal identity, powers and capacity I, notary, am certain, acting not on her own behalf but in her capacity as special attorney duly authorised by the company named **KIKO S.p.A.**, with registered office in Bergamo, Italy (the “*Pledgor*”) in virtue of a special power of attorney dated 10th April 2020, has today signed the **Confirmatory Deed of Pledge on Intellectual Property Rights**, attached here, in London, United Kingdom, before me via video link, and that the signature attached to it is in her own handwriting;

I ALSO CERTIFY THAT SILVIA RENNA, born in Kempten, Germany on 10th April 1982, of whose personal identity, powers and capacity I, notary, am certain, acting not on her own behalf but in her capacity as special attorney duly authorised by the company named **BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH** with registered office at 3 Rue d’Antin, Paris, France, acting via its branch with registered office at Piazza Lina Bo Bardi, 3, Milan, Italy, registered in the Milan Business Register under no. 13449250151 (the “**Agent Bank**”), in virtue of a special power of attorney dated 31st March 2020, has today signed the said Confirmatory Deed of Pledge on Intellectual Property Rights, attached here, in London, United Kingdom, before me via video link, and that the signature attached to it is in her own handwriting;

AND I ALSO CERTIFY THAT **BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH** is acting in its own name and on its own behalf as Secured Creditor and *Parallel Debt Creditor* and as *Security Agent* and representative in the name and on behalf of the other Secured Creditors listed here below, in virtue of the powers conferred in the “*Intercreditor Agreement*” dated 10th December 2014 and as amended and supplemented as required and most recently on 7th August 2018 and pursuant to the Appointment Letter dated 10th December 2014 and in the role as representative of the Noteholders for the purposes of Article 2414-*bis*, paragraph three, Italian Civil Code:

SECURED CREDITORS**Original Lenders**

1.	Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
2.	UniCredit S.p.A.	Piazza Gae Aulenti 3 – Tower A – 20154 Milan	Registered in the Milan-Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101
3.	Banca Popolare di Milano S.p.A.	Piazza F. Meda 4, 20121 Milan	Registered in the Milan Business Register, registration no. and tax reference no. 00103200762
4.	UBI Banca S.p.A.	Piazza Vittorio Veneto 8, 24122 Bergamo	Registered in the Bergamo Business Register, registration no. and tax reference no. 03053920165

Arrangers

5.	Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
6.	UniCredit S.p.A.	Piazza Gae Aulenti 3 – Tower A – 20154 Milan	Registered in the Milan-Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101

New Lenders

7.	Solution Bank S.p.A.	Corso della Repubblica 126, 47121 Forlì, (FC)	Registered in the Romagna, Forlì-Cesena and Rimini Business Register and the Economic and Administration Index, registration no. 299009 - tax reference no. 03374640401
8.	Illimity Bank S.p.A.	Via Soperga 9, 20124 Milan	Registered in the Milan Business Register and the Milan Economic and Administration Index, registration no. 2534291 - tax reference no. 03192350365

The Agent Bank

9.	UniCredit Bank AG, Milan Branch	Kardinal-Faulhaber-Strasse 1, 81925 Munich, Bavaria, Germany, who is acting via its Milan branch with registered office in Piazza Gae Aulenti 4, Torre C, 20121 Milan, Italy	Registered in the Court Register of the Lower Court of Munich, Germany under number HR B 421 48 Milan branch: Registered in the <i>Milan Business Register</i> , registration no. and tax reference no. 09144100154 - Milan Economic and Administration Index: 12712054
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Trustee and *common representative* of the Noteholders pursuant to Articles 2417 and 2418, Italian Civil Code

10.	The Law Debenture Trust Corporation p.l.c.	Fifth Floor, 100 Wood Street, London, EC2V 7EX, United Kingdom	Registered in the Companies Register of England and Wales under number 01675231
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Noteholders

11.	Genertellife S.p.A. in the name and on behalf of "SGR GL RIALTO BG, SGR GL RI.ALTO PREVIDENZA, SGR GL GLIFE PREMIUM";	Via Erminio Ferretto 1, 31021, Mogliano Veneto (TV)	Registered in the Treviso-Belluno Business Register under no. 00979820321
12.	Genertel S.p.A. in the name and on behalf of "SGR GENERTEL";	Via Machiavelli 4, 34132, Trieste (TS), Italy	Registered in the Trieste Business Register under no. 00171820327
13.	Generali Italia S.p.A. in the name and on behalf of "SGR GI PATR VITA, SGR GI PREVIR, SGR GI GESAV, SGR GI GESAV IMMOBILIARE, SGR GI DANNI, SGR GI GESAV GLOBAL";	Via Marocchesa 14, 31021, Mogliano Veneto (TV)	Registered in the Treviso-Belluno Business Register under no. 00885351007
14.	Alleanza Assicurazioni S.p.A. in the name and on behalf of "SGR ALL SAN GIORGIO, SGR ALL EUR S. GIORGIO, SGR ALL ALLEATA GARANTITA"	Piazza Fidia 1, 20159, Milan (MI)	Registered in the Milan Business Register under no. 10908160012

Hedging Counterparties

15.	Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli 30, Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
16.	UniCredit S.p.A.	Piazza Gae Aulenti 3 - Tower A - 20154 Milan	Registered in the Milan- Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101

IN WITNESS WHEREOF, I, notary, have signed my name and affixed my notary seal in London, today the thirtieth of April two thousand and twenty.

[Signature reads: Sophie Milburn np]

[Illegible seal]

[Circular seal of International Union of Notaries with refs. SN129857 & GB00364776A]

APOSTILLE	
(Convention de La Haye du 5 octobre 1961)	
1. Country:	United Kingdom of Great Britain and Northern Ireland
This public document	
2. Has been signed by	Sophie Jane Milburn
3. Acting in the capacity of	Notary Public
4. Bears the seal/stamp of	The Said Notary Public
Certified	
5. at	London
6. the	07 May 2020
7. by	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number	APO-1903696
9. Seal/stamp	10. Signature
<i>[Stamp of HM Foreign and Commonwealth Office, London]</i>	P. Fraser <i>[Illegible initials]</i>

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TRADEMARK
REEL: 006953 FRAME: 0890

Hedging Counterparties

15.	Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli 30, Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
16.	UniCredit S.p.A.	Piazza Gae Aulenti 3 - Tower A - 20154 Milan	Registered in the Milan- Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101

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[Signature reads: Sophie Milburn np]

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1. Country:	United Kingdom of Great Britain and Northern Ireland
This public document	
2. Has been signed by	Sophie Jane Milburn
3. Acting in the capacity of	Notary Public
4. Bears the seal/stamp of	The Said Notary Public
Certified	
5. at London	6. the 07 May 2020
7. by	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number	APO-1903695
9. Seal/stamp <i>[Stamp of HM Foreign and Commonwealth Office, London]</i>	10. Signature P. Fraser <i>[Illegible initials]</i>

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK public official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

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TRADEMARK
REEL: 006953 FRAME: 0892

CONFIRMATORY DEED OF PLEDGE ON INTELLECTUAL PROPERTY RIGHTS

Dated 30th April 2020

between

KIKO S.p.A.
as pledgor

and

THE SECURED CREDITORS

Linklaters

Associated Legal Firm

in association with Linklaters LLP

THIS DEED is stipulated in London on 30th April 2020 between:

- (1) **KIKO S.p.A.**, with registered office in via Giorgio e Guido Paglia, 1/D – 24122 Bergamo, registered in the Bergamo Business Register, registration number and tax reference number 1213211015, as pledgor (the “**Pledgor**”); and
- (2) **BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH**, with registered office in 3 Rue d’Antin, Paris, France, registered in the Paris Register of Commerce and Companies under number 552 108 011, acting via its **Milan branch** with registered office in Piazza Lina Bo Bardi 3, 20124 Milan, tax reference number and registration number in the Milan Business Register 13449250151, in its own name and on its own behalf and in the name and on behalf of the other Secured Creditors (as identified in Appendix 1 (*Secured Creditors*)) in its role as *Security Agent* pursuant to, and as defined in, the Intercreditor Agreement and the Appointment Letter and in its role as representative of the Noteholders for the purposes of Article 2414-*bis*, paragraph three, Italian Civil Code and pursuant to the Appointment Letter (each term as defined below) (the “**Agent Bank**”).

WHEREAS:

- (A) Pursuant to a facilities agreement named the “*Facilities Agreement*” signed on 1st December 2014, as amended, most recently on 7th August 2018, between, *inter alios*, the Pledgor, as the financed company, the *Arrangers*, the *Original Lenders* (as defined below) and the Agent Bank (the “**Facilities Agreement**”), the Original Lenders made available to the Pledgor term credit lines and revolving credit lines for an initial overall amount of EUR 152,000,000.00. The principal terms and conditions of the Facilities Agreement are better described in Appendix 2 (*Financing*), Part I (*Facilities Agreement*) and Part II (*Financing*).
- (B) Pursuant to a *trust deed* dated 10th December 2014, as amended, most recently on 7th August 2018, signed, among others, by the Pledgor, as issuer, by The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”) (including in its role as common representative of the Noteholders (as defined below) pursuant to Articles 2417 and 2418, Italian Civil Code), and by the Agent Bank (the “**Trust Deed**”), the Pledgor issued obligations (*notes*) named “€100,000,000 Senior Secured Notes due 2020”. The principal terms and conditions of the Trust Deed are better described in Appendix 2 (*Financing*), Part IV (*Trust Deed*).
- (C) On 10th December 2014, among others, the Pledgor, the Trustee, the Agent Bank and the Original Secured Creditors (as defined below), stipulated an intercreditor agreement, as amended, most recently on 7th August 2018, (the “**Intercreditor Agreement**”). The principal terms and conditions of the Intercreditor Agreement are better described in Appendix 2 (*Financing*), Part III (*Intercreditor Agreement*).
- (D) On 30th December 2014, the Pledgor and the Hedging Counterparties stipulated Hedging Agreements (both terms, as defined below).
- (E) Pursuant to a deed of pledge signed on 10th December 2014, as amended and extended, most recently on 7th August 2018 (the “**Deed of Pledge**”), the Pledgor has constituted a pledge in favour of the Original Lenders in order to guarantee its obligations, made up of

intellectual property rights (the “**Intellectual Property**”) described in Appendix 3 (*Intellectual Property*) to this Deed, in order to guarantee the Secured Obligations (as defined below) (the “**Pledge**”).

- (F) As of today’s date, Solution Bank S.p.A., with registered office in Corso della Repubblica 126, 47121 Forli (FC), registered in the Romagna, Forli-Cesena and Rimini Business Register under registration number and tax reference number 03374640401, and Illimity Bank S.p.A., with registered office in Via Soperga 9, 20124 Milan, registered in the Milan Business Register under registration number and tax reference number 03192350365, as new lenders (the “**New Lenders**”) are parties to the Facilities Agreement as “Lenders” taking over part of the rights and obligations of certain Original Lenders deriving from the Facilities Agreement and the other Financing Documents (“**Participation**”).
- (G) By signing this Deed, the Parties intend to confirm that the Pledge shall continue to be fully valid and effective under the same terms and conditions contained in the Deed of Pledge in favour of the Secured Creditors (including the New Lenders).

THE FOLLOWING IS AGREED AND STIPULATED:

1. INTERPRETATION

1.1 Definitions

In this Deed:

“**Hedging Agreements**” indicates the hedging agreements described in Appendix 2 (*Financing*), Part V (*Hedging Agreements*).

“**Deed**” indicates this deed.

“**Original Lenders**” indicates the entities identified as “*Original Lenders*” in the Deed of Pledge.

“**Hedging Counterparties**” indicates the entities identified as Hedging Banks in Appendix 1 (*Secured Creditors*).

“**Secured Creditors**” indicates collectively the Original Secured Creditors and the New Lenders.

“**Original Secured Creditors**” has the meaning attributed to the term “*Secured Creditors*” in the Deed of Pledge.

“**Appointment Letter**” indicates the appointment letter signed on 10th December 2014 between Generali Investments Europe S.p.A. SGR, the Agent Bank and the Trustee, pursuant to which:

- i) The Agent Bank was appointed as representative of the Noteholders for the purposes of signing, in the name and on behalf of the Noteholders, the Guarantee Documents (as these terms are defined in the Deed of Pledge); and
- ii) The Agent Bank was appointed as representative of the Noteholders (as defined in the Deed of Pledge) for the purposes of Article 2414-*bis*, paragraph three, Italian Civil Code.

“**Secured Obligations**” has the meaning attributed to this term in the Deed of Pledge.

“**Parties**” indicates the parties to this Deed.

“**Noteholders**” has the meaning attributed to this term in the Deed of Pledge.

Unless otherwise indicated, the terms in capital letters used in this Deed have the meaning that is attributed to them in the Deed of Pledge.

1.2 Other interpretative provisions

The provisions referred to in Article 1.2 (*Other interpretative provisions*) of the Deed of Pledge apply, *mutatis mutandis*, to this Deed as if they were set out in it. This Deed constitutes a *Finance Document* pursuant to and in accordance with the Facilities Agreement.

2 CONFIRMATION OF THE PLEDGE – ABSENCE OF NOVATION

2.1 The Parties acknowledge, restate and agree that:

- i) The Pledge shall continue to be fully valid and effective under the same terms and conditions set out in the Deed of Pledge as amended and restated pursuant to this Deed in favour of the Secured Creditors (including, for the avoidance of doubt, the New Lenders) to guarantee the Secured Obligations, without this restatement leading, in any way, to a substitution or novation of the Pledge constituted pursuant to the Deed of Pledge;
- ii) Except for the amendments expressly agreed in this Deed, all provisions of the Deed of Pledge and the rights and/or obligations deriving from it shall continue to be fully valid and effective in respect of each Party under the terms and conditions set out in it and shall apply, *mutatis mutandis*, in this Deed;
- iii) Effective from the date of signature of this Deed, the Deed of Pledge and this Deed shall be considered and interpreted as a single deed and, therefore, any future reference to the Deed of Pledge shall be considered as referring to the Deed of Pledge as amended, restated and extended pursuant to this Deed;
- iv) For the purposes referred to in Article 1232, Italian Civil Code, neither this Deed, nor any of the actions to be taken pursuant to or in relation to it may or shall be considered as (A) a full or partial novation of the Pledge, (B) a full or partial novation of the Deed of Pledge, or (C) a full or partial novation of any of the obligations assumed by the Pledgor pursuant to the Deed of Pledge.

3 ACCEPTANCE

- a) The Pledgor must deposit:
 - i) This Deed for registration; and
 - ii) The Pledge registration form,as appropriate:

- i) At the Italian Patent and Trademark Office in Rome pursuant to the Industrial Property Code promptly, and in any case within 30 (thirty) Working Days of the date of this Deed, with regard to the registered trademarks and the registration forms deposited at this Office; and
 - ii) At the Office for Harmonization in the Internal Market in Alicante (Spain) pursuant to Council Regulation (EC) 40/94 of 20th December 1993 (as amended and supplemented) regarding the EU trademark promptly, and in any case within 30 (thirty) Working Days of the date of this Deed, with regard to the registered trademarks and the registration forms deposited at this Office;
 - iii) At the World Intellectual Property Organisation in Geneva (Switzerland) pursuant to the Madrid Agreement for the international registration of manufacturing and commercial trademarks and the related Protocol adopted on 27th June 1989 and the Common Execution Regulation adopted by the Madrid Union Assembly on 18th January 1996 promptly, and in any case within 30 (thirty) Working Days of the date of this Deed, with regard to the registered trademarks and the registration forms deposited at this Office;
 - iv) At the relevant offices and/or the relevant authorities pursuant to the related applicable legislation promptly, in any case within 30 (thirty) Working Days of the date of this Deed, with regard to the trademarks listed in Part II (*US Trademarks*) of Appendix 3 (*Intellectual Property*) of the Deed of Pledge.
- b) The Pledgor must deliver to the Agent Bank, within 10 (ten) Working Days of completion of the formalities required for depositing this Deed and the Pledge registration form referred to in paragraph (a) above, a copy of the documentation issued by the relevant offices proving submission of the registration forms and, as soon as possible, the documentation issued by the relevant offices proving the completion of the registration.
- c) If the Pledgor is unable to fulfil the obligations referred to in the above paragraph (a), the Agent Bank may execute the registration at the Pledgor's expense.

4 COSTS AND EXPENSES

Every tax applicable to this Deed and any other cost or expense connected with or related to the execution and to the completion of this Deed, reasonably incurred and duly documented, including, but not limited to, legal and notarial costs, will be borne by the Pledgor (to the maximum limit separately agreed between the Agent and the Pledgor).

5 TAXES

For taxation purposes, it is acknowledged that the Pledge referred to in this Deed is subject to a fixed registration tax since it exclusively guarantees the obligations of the Pledgor and, therefore, is subject to a fixed registration tax of EUR 200.

6 DEED SUBJECT OF INDIVIDUAL NEGOTIATIONS

Pursuant to and in accordance with the CICR [Italian Interministerial Committee for Credit and Savings] Resolution of 4th March 2003 and the Provisions on the Transparency of Banking and Financial Transactions and Services issued by the Bank of Italy on 18th June 2019 (as amended and supplemented), the Parties, with this document, recognise and confirm that this Deed and each of its individual provisions have been subject of individual negotiations with the assistance of their own legal counsels.

7 GOVERNING LAW AND JURISDICTION

- a) This Deed and the extra-contractual obligations deriving from it are governed by Italian law.
- b) The Court of Milan has exclusive jurisdiction in relation to any dispute relating to this Deed.
- c) Paragraph (b) above is to the benefit of the Secured Creditors. Within the limits allowed by law, the Secured Creditors may begin legal action against the Pledgor in any competent court.

Appendix 1
Secured Creditors

Lenders

Company Name	Registered Office	Business Register no. and Tax Reference no.
Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
UniCredit S.p.A.	Piazza Gae Aulenti 3 - Tower A - 20154 Milan	Registered in the Milan-Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101
Banca Popolare di Milano S.p.A.	Piazza F. Meda 4, 20121 Milan	Registered in the Milan Business Register, registration no. and tax reference no. 00103200762
UBI Banca S.p.A.	Piazza Vittorio Veneto 8, 24122 Bergamo	Registered in the Bergamo Business Register, registration no. and tax reference no. 03053920165

Arrangers

Company Name	Registered Office	Business Register no. and Tax Reference no.
Banca Nazionale del Lavoro S.p.A.	Via V. Veneto 119, 00187 Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006
UniCredit S.p.A.	Piazza Gae Aulenti 3 - Tower A - 20154 Milan	Registered in the Milan-Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101

New Lenders

Company Name	Registered Office	Business Register no. and Tax Reference no.
Solution Bank S.p.A.	Corso della Repubblica 126, 47121 Forlì, (FC)	Registered in the Romagna, Forlì-Cesena and Rimini Business Register and the Economic and Administration Index registration no. 299009 - tax reference no. 03374640401

Illimity Bank S.p.A.	Via Soperga 9, 20124 Milan	Registered in the Milan Business Register and the Milan Economic and Administration Index registration no. 2534291 - tax reference no. 03192350365
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The Agent Bank

Company Name	Registered Office	Business Register no. and Tax Reference no.
UniCredit Bank AG, Milan Branch	Kardinal-Faulhaber-Strasse 1, 81925 Munich, Bavaria, Germany, who is acting via its Milan branch with registered office in Piazza Gae Aulenti 4, Torre C, 20121 Milan, Italy	Registered in the Court Register of the Lower Court of Munich under number HR B 421 48 Milan branch: Registered in the <i>Milan Business Register</i> , registration no. and tax reference no. 09144100154 - Milan Economic and Administration Index: 12712054

Security Agent and representative of the Noteholders pursuant to Article 2414-bis, paragraph 3, Italian Civil Code

Company Name	Registered Office	Business Register no. and Tax Reference no.
BNP Paribas Securities Services, Milan Branch	3 Rue d'Antin, Paris, France, registered in the Paris Register of Commerce and Companies under number 552 108 011, who is acting via its Milan branch with registered office in Piazza Lina Bo Bardi 3, 20124 Milan, Italy	Registered in the Milan Business Register under no. 13449250151

Parallel Debt Creditor

Company Name	Registered Office	Business Register no. and Tax Reference no.
BNP Paribas Securities Services, Milan Branch	3 Rue d'Antin, Paris, France, registered in the Paris Register of Commerce and Companies under number 552 108 011, who is acting via its Milan branch with registered office in Piazza Lina Bo Bardi 3, 20124 Milan,	Registered in the Milan Business Register under no. 13449250151

	Italy	
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Trustee

Company Name	Registered Office	Business Register no. and Tax Reference no.
The Law Debenture Trust Corporation p.l.c.	Fifth Floor, 100 Wood Street, London, EC2V 7EX, United Kingdom	Registered in the Companies Register of England and Wales under number 01675231

Noteholders

Company Name	Registered Office	Business Register no. and Tax Reference no.
Genertellife S.p.A. in the name and on behalf of "SGR GL RIALTO BG, SGR GL RIALTO PREVIDENZA, SGR GL GLIFE PREMIUM";	Via Erminio Ferretto 1, 31021, Mogliano Veneto (TV)	Registered in the Treviso-Belluno Business Register under no. 00979820321
Genertel S.p.A. in the name and on behalf of "SGR GENERTEL";	Via Machiavelli 4, 34132, Trieste (TS), Italy	Registered in the Trieste Business Register under no. 00171820327
Generali Italia S.p.A. in the name and on behalf of "SGR GI PATR VITA, SGR GI PREVIR, SGR GI GESAV, SGR GI GESAV IMMOBILIARE, SGR GI DANNI, SGR GI GESAV GLOBAL";	Via Marocchessa 14, 31021, Mogliano Veneto (TV)	Registered in the Treviso-Belluno Business Register under no. 00885351007
Alleanza Assicurazioni S.p.A. in the name and on behalf of "SGR ALL SAN GIORGIO, SGR ALL EUR S. GIORGIO, SGR ALL ALLEATA GARANTITA."	Piazza Fidia 1, 20159, Milan (MI)	Registered in the Milan Business Register under no. 10908160012

Hedging Counterparties

Company Name	Registered Office	Business Register no. and Tax Reference no.
Banca Nazionale del Lavoro S.p.A.	Viale Altiero Spinelli 30, Rome	Registered in the Rome Business Register, registration no. and tax reference no. 09339391006

UniCredit S.p.A.	Piazza Gae Aulenti 3 - Tower A - 20154 Milan	Registered in the Milan- Monza-Brianza-Lodi Business Register, registration no. and tax reference no. 00348170101

Appendix 2

FINANCING

PART I

AMENDMENT AGREEMENT

- Date:** 1st December 2014 (as amended on 10th December 2014, on 24th July 2018 and on 7th August 2018)
- Parties**
- a) **Financed Company:** Kiko S.p.A.
 - b) **Obligors:** Kiko Retail España S.L.U. and Kiko FRANCE
 - c) **Additional Obligors:** Kiko UK, Kikocos Portugal Unipessoal Lda., Kiko Nederland B.V., Kiko Swiss S.A.
 - d) **Arrangers:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - e) **Original Lenders:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - f) **New Lenders pursuant to Article 25 (*Changes to the Lenders*):** Banca Popolare di Milano S.p.A., UBI Banca S.p.A., Illimity Bank S.p.A., Solution Bank S.p.A.
 - g) **Agent:** UniCredit Bank AG, Milan Branch
 - h) **Security Agent:** BNP Paribas Securities Services, Milan Branch

PART II

FINANCING

- Amount:** Facility A1: EUR 28,950,000.00
Facility A2: EUR 82,025,000.00
Revolving Facility: EUR 30,000,000.00
- Financed Company:** Kiko S.p.A.
- Currency:** Euro
- Period of Availability:**
- a) Regarding Facility A1, the period between the Signing Date and the Closing Date (as defined in the Facilities Agreement);
 - b) Regarding Facility A2, the period between the Closing Date and the date that falls two years after the Closing Date; and
 - c) Regarding the Revolving Facility, the period between the Closing Date and the date that falls one month prior to the Termination Date of the Revolving Facility (as defined in the Facilities Agreement);
- Interest Rate** The annual percentage rate which is equal to the sum of
- a) the Margin; and
 - b) EURIBOR.
- Margin:** Facility A: 4.25% per annum
Revolving Facility 4.25% per annum
In any case, subject to adjustment as set out in the definition of "Margin" pursuant to the Facilities Agreement.
- Due date:**
- a) Regarding Facility A, 30th June 2021; and
 - b) Regarding the Revolving Facility, 30th June 2021.

Commitments at the date of the latest Deed of Transfer:

Lender	Facility A1	Facility A2	Revolving Facility
Banca Nazionale del Lavoro S.p.A.	7,618,421.05	21,585,526.31	7,894,736.84
Solution Bank S.p.A.	1,949,150.98	5,522,594.43	1,201,494.67
Illimity Bank S.p.A.	4,716,967.45	13,364,741.09	3,732,715.86
Banca Popolare di Milano S.p.A.	5,142,434.21	14,570,230.27	6,315,789.47

UBI Banca S.p.A.	1,904,605.26	5,396,381.58	1,973,684.21
UniCredit S.p.A.	7,618,421.05	21,585,526.32	8,881,578.95
Total	28,950,000.00	82,025,000.00	30,000,000.00

PART III
INTERCREDITOR AGREEMENT

Date: 10th December 2014, as amended on 7th August 2018

- Parties:**
- (i) **Senior Secured Notes Issuer:** Kiko S.p.A.
 - (j) **Debtors:** Kiko S.p.A., Kiko Retail España S.L.U. and Kiko FRANCE, Odissea S.r.l., Sagittarius 75 S.A., Kiko UK, Kikocos Portugal Unipessoal Lda., Kiko Nederland B.V., Kiko Swiss S.A., and PI2 S.à.r.l.
 - (k) **Intra-group Lender:** Kiko S.p.A.
 - (l) **Arrangers:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A.
 - (m) **Senior Facility Lenders:** Banca Nazionale del Lavoro S.p.A., UniCredit S.p.A., Banca Popolare di Milano S.p.A., UBI Banca S.p.A., Illimity Bank S.p.A., Solution Bank S.p.A.
 - (n) **Senior Facility Agent:** UniCredit Bank AG, Milan Branch
 - (o) **Security Agent:** BNP Paribas Securities Services, Milan Branch
 - (p) **Senior Secured Notes Trustee:** The Law Debenture Trust Corporation p.l.c.
 - (q) **Senior Secured Notes Paying Agent:** The Bank of New York Mellon

**PART IV
TRUST DEED**

Date: 10th December 2014, as amended on 7th August 2018

Parties:

- (a) **Issuer:** Kiko S.p.A.
- (b) **Obligor:** Kiko FRANCE
- (c) **Trustee:** The Law Debenture Trust Corporation p.l.c.

PART V
HEDGING AGREEMENTS

Hedging Bank	Hedging Obligor	Nature of arrangement	Date of Confirmation	Effective Date	Notional Amount	Fixed rate	Floating rate
Banca Nazionale del Lavoro S.p.A.	Kiko S.p.A.	Interest rate swap	30/12/2014	30/06/2015	15,000,000	0.470%	Euribor 6m
UniCredit S.p.A.	Kiko S.p.A.	Interest rate swap	30/12/2014	30/06/2015	15,000,000	0.470%	Euribor 6m

APPENDIX 3
INTELLECTUAL PROPERTY

PART I

ITALIAN TRADEMARKS, EU TRADEMARKS AND INTERNATIONAL TRADEMARKS

1. ITALIAN TRADEMARKS

- KIKO, reg. no. 362017000102511 in class 3, renewal of registration no. 809,072 of 24/03/2000, first application no. MI97C009975 of 05/11/1997 – next renewal date 05/11/2027.

2. EU TRADEMARKS – EUIPO office, Alicante

- KIKO, reg. no. 1.141.126, application dated 12/04/1999, granted on 15/05/2003 in class 3 – next renewal date 12/04/2019; and
- KIKO, reg. no. 7.474.059, application dated 17/12/2008, granted on 20/02/2012 in class 3 – next renewal date 17/12/2018.

3. INTERNATIONAL TRADEMARKS – WIPO office, Geneva

- KIKO, reg. no. 733.058, application dated 06/03/2000, granted on 24/03/2000 in class 3 – next renewal date 24/03/2020; and
- KIKO, reg. no. 958.110, application dated 29/06/2007, granted on 08/10/2007 in class 3 – next renewal date 08/10/2027.

PART II
US TRADEMARKS

FOREIGN LOCAL TRADEMARKS IN THE UNITED STATES

- KIKO, reg. no. 3.689.438, application no. 78/641087 dated 01/06/2005, granted on 29/09/2009 in class 3 – next renewal date 29/09/2019; and
- KIKO, reg. no. 3.650.052, application no. 77/576761 dated 23/09/2008, granted on 07/07/2009 in class 3 – next renewal date 07/07/2019.

SIGNATURES

KIKO S.P.A.

[Illegible signature]
Silvia Renna, Attorney

BNP PARIBAS SECURITIES SERVICES, MILAN BRANCH


[Illegible signature]
Silvia Renna, Attorney

CERTIFICATION OF TRANSLATION

I, the undersigned, Francesco Braga, do hereby declare that I am conversant with the Italian and English languages, and that the hereunto annexed English translation is a true and complete translation of the attached Confermative Pledge Agreement on Intellectual Property Rights dated 30 April 2020.

Milan, 5 June 2020

Francesco Braga



c/o PERANI & PARTNERS

Piazza Armando Diaz 7, 20123 Milano MI, Italy

PERANI & PARTNERS

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Messrs.
USPTO Madison Building
600 Dulany Street
Alexandria, VA 22314
United States of America

Milan, 5 June 2020

Our recordal ref.: X004296/US-GR/mcr (please always quote)

RE: **Recordal of the Confermative Pledge Agreement on Intellectual Property Rights dated 30 April 2020, in connection with the trade mark registrations no. 3689438 and no. 3650052 for "KIKO", in class 3 only, in the name of Kiko S.p.A.**

On 10 December 2014, KIKO S.p.A., acting in its capacity of owner of the above-mentioned trade mark registrations and pledgor, entered into the Original Deed of Pledge on such registrations. The Deed was entered into the USPTO database on February 2, 2015 with number 114354.00012.

Such Deed was subsequently extended and amended by means of an Amendment and Restatement Agreement dated 13 February 2015 and a Confirmatory Deed of Pledge on Intellectual Property Rights dated 7 August 2018, both entered into the USPTO database on 11 May 2020.

In our capacity as representatives of the afore-mentioned US trademark registrations, we hereby kindly request you to record the subsequent **Confirmatory Deed of Pledge on Intellectual Property Rights dated 30 April 2020** with respect to the US trade mark registrations no. 3689438 and no. 3650052 for "KIKO", in class 3 only, in the name of Kiko S.p.A.

By means of the Confirmatory Deed of Pledge on Intellectual Property Rights dated 30 April 2020, the validity and efficacy of the pledge in favour of the secured creditors listed in Annex A of the Deed is confirmed and the pledge is extended to two new lenders that have taken over part of the rights and obligations of certain original lenders deriving from the facilities agreement.

Set out below is the complete list of secured creditors, including the new lenders:

- **Solution Bank S.p.A.**, registered at the Chamber of Commerce of Romagna, Forlì-Cesena e Rimini, R.E.A. no. 299009 e Fiscal Code no. 033746404, **as new lender**;
- **Illimity Bank S.p.A.**, registered at the Chamber of Commerce of Milan, R.E.A. MI n. 2534291 e Codice Fiscale n. 03192350365, **as new lender**;
- **Banca Nazionale del Lavoro S.p.A.**, registered at the Chamber of Commerce of Roma, Registration no. and Fiscal Code 09339391006;
- **UniCredit S.p.A.**, registered at the Chamber of Commerce of Milano-Monza-Brianza-Lodi, Registration no. and Fiscal Code 00348170101;
- **Banca Popolare di Milano S.p.A.**, registered at the Chamber of Commerce of Milan, Registration no. and Fiscal Code 00103200762;
- **UBI BANCA S.p.A.**, registered at the Chamber of Commerce of Bergamo, Registration no. and Fiscal Code 03053920165;

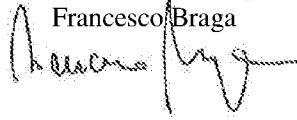
- **UniCredit Bank AG**, Milan Branch, registered at the Chamber of Commerce of Milano, Registration no. and Fiscal Code 09144100154;
- **BNP Paribas Securities Services**, Milan Branch, registered at the Chamber of Commerce of Milano, Registration no. and Fiscal Code 13449250151;
- **The Law Debenture Trust Corporation p.l.c.**, registered at the Chamber of Commerce of England and Wales with no. 01675231;
- **Genertellife S.p.A.** on behalf of “SGR GL RIALTO BG, SGR GL RIALTO PREVIDENZA, SGR GL GLIFE PREMIUM”, registered at the Chamber of Commerce of Treviso-Belluno, Registration no. and Fiscal Code 00979820321;
- **Genertel S.p.A.** on behalf of “SGR GENERTEL”, registered at the Chamber of Commerce of Trieste, Registration no. and Fiscal Code 00171820327;
- **Generali Italia S.p.A.** on behalf of “SGR GI PATR VITA, SGR GI PREVIR, SGR GI GESAV, SGR GI GESAV IMMOBILIARE, SGR GI DANNI, SGR GI GESAV GLOBAL”, registered at the Chamber of Commerce of Treviso-Belluno, Registration no. and Fiscal Code 00885351007;
- **Alleanza Assicurazioni S.p.A.** on behalf of “SGR ALL SAN GIORGIO, SGR ALL EUR S GIORGIO, SGR ALL ALLEATA GARANTITA”, registered at the Chamber of Commerce of Milano, Registration no. and Fiscal Code 10908160012.

We are available for any further information required.

Best regards,

Perani & Partners S.p.A.

Francesco Braga



Attachment as above