

C 7/20/09

07-21-2009

RECC
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103567995

To the Director of the U. S. Patent and Trade

is or the new address(es) below.

1. Name of conveying party(ies):

VMT III, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: _____
- Other limited liability company - Delaware

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/23/2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other correction - see attached

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sephir Holdings S.A.R.L.
 Internal Address: _____
 Street Address: 46A, Avenue J.F. Kennedy
 City: Luxembourg
 State: _____
 Country: Luxembourg Zip: L-1855

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other company Citizenship Luxembourg

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

907217

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Grow
 Internal Address: Arent Fox LLP
 Street Address: 1050 Connecticut Avenue, NW
 City: Washington
 State: D.C. Zip: 20036
 Phone Number: 202 857 6389
 Fax Number: 202 857 6395
 Email Address: henrye@arentfox.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/21/2009 MJAMA1 00000017 907217
 Deposit Account Number: 40.00 OP
 Authorized User Name _____

9. Signature:

[Handwritten Signature]
 Signature
MICHAEL A. GROW
 Name of Person Signing

7-16-09
Date

Total number of pages including cover sheet, attachments, and document: 160

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONTINUATION OF RECORDATION FORM COVER SHEET
TRADEMARKS**

Serial No. 72323250

Filing Date 04/01/1969

Reg. No. 907217

Reg. Date 02/02/1971

1. Name of additional conveying parties:

VMTO S.A.R.L. - limited liability company	citizenship: Luxembourg
Bruno Magli S.p.A. - company	citizenship: Italy
New Invest 2 S.A. - company	citizenship: Luxembourg
Opera Participations SCA - limited partnership	citizenship: Luxembourg
V-Lux S.A. - company	citizenship: Luxembourg

3. Nature of Conveyance/Execution Date:

Execute Date for all parties: 01/23/2007

This is a corrective assignment to correct the identification of the nature of the conveyance previously recorded on 02/16/2007 at Trademark Reel 2483, Frame 0001. The conveyance was incorrectly identified as an assignment of the entire interest and the goodwill on the cover sheet filed with the documents submitted to the PTO and recorded on 02/16/07. It should have been recorded as the grant of a security interest in the registration.

Assignor(s) hereby confirm the acquisition of the security interest as corroborated by Schedule 2 to Schedule G at Trademark Reel 003483, Frames 0054-55 and Schedule H at Trademark Reel 003483, Frames 0063-64 (which contains a list of "the Italian, European and US trademarks of Bruno Magli S.p.A. covered by a first and second ranking pledge" not an assignment of all rights).

TECH/728436.1

**TRADEMARK
REEL: 004029 FRAME: 0776**

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VMT III, LLC		01/23/2007	LIMITED LIABILITY COMPANY: DELAWARE
VMTO S.a r.l.		01/23/2007	LIMITED LIABILITY COMPANY: LUXEMBOURG
Bruno Magli S.p.A.		01/23/2007	COMPANY: ITALY
New Invest 2 S.A.		01/23/2007	COMPANY: LUXEMBOURG
Opera Participations SCA		01/23/2007	LIMITED PARTNERSHIP: LUXEMBOURG
V-Lux S.A.		01/23/2007	COMPANY: LUXEMBOURG

RECEIVING PARTY DATA

Name:	Sephir Holdings S.a r.l.
Street Address:	46A, Avenue J.F. Kennedy
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1855
Entity Type:	COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0907217	BRUNO MAGLI

CORRESPONDENCE DATA

Fax Number: (212)318-6847
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6037
 Email: rls@paulhastings.com
 Correspondent Name: Robert L. Sherman
 Address Line 1: 75 East 55th Street
 Address Line 2: Paul, Hastings, Janofsky & Walker, LLP

900069604

TRADEMARK
REEL: 003483 FRAME: 0001

TRADEMARK
REEL: 004029 FRAME: 0777

CH \$40.00 0907217

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 71964.00002

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Rosetta Kromer

Signature: /rosetta kromer/

Date: 02/16/2007

Total Attachments: 155
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ACQUISITION AGREEMENT

by and among

Opera Participations SCA

and

VMT III, LLC

and

VMTO S.à r.l.

and

Sephir Holding S.à r.l.

and

Bruno Magli S.p.A.

and

V-Lux S.A.

and

New Invest 2 S.A.

Dated January 23, 2007

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- Schedule H** List of the Italian, European and US trademarks of Bruno Magli S.p.A. covered by a first and second ranking pledge in favor of VMT III, LLC. and by a third ranking pledge in favor of New Invest 2 S.A.
- Schedule K** Standstill agreement entered into on December 22, 2005 (as amended on June 5, 2006) by V-Lux S.A., Banca di Roma S.p.A. and Bruno Magli S.p.A.
- Schedule L-1** Breakdown of Shareholders' Loans from Opera Participations SCA and VMTO S.à r.l. to NewInvest 2 S.A., as of December 31, 2006.
- Schedule L-2** Letter from Opera Participations SCA to Centrobanca S.p.A and Banca di Roma S.p.A., with which Opera Participations SCA undertook to either waive or convert into capital of NewInvest 2 S.A. its portion of the shareholders' loans granted to NewInvest 2 S.A.
- Schedule O** Guarantee letter from Fortelus Special Situations Master Fund Ltd.
- Schedule X** List of the trademarks registered by Bruno Magli S.p.A. in Japan, indicating the encumbrances to which such trademarks are subject.
- Schedule Y** Trademark Security Assignment Agreement entered into on February 28, 2006 by ITOCHU Corporation, Bruno Magli Japan Co. Ltd. and Bruno Magli S.p.A.
- Schedule 3.1.(b)(ii)** Consideration payable to the statutory auditors ("*sindact*") of Bruno Magli S.p.A.
- Schedule 3.1.(b)(iii)** Names and data of the persons designated by Sephir Holding S.à r.l. for the purpose of being appointed as directors and statutory auditors of Bruno Magli S.p.A. and, as directors, of V-Lux S.A. and NewInvest 2 S.A..
- Schedule 3.1.(b)(iv)** Letter from Opera SCA to Banca di Roma S.p.A. informing it of the sale of No. 1,569,974.00 shares in NewInvest 2 S.A.
- Schedule 3.1.(d)(iii)** Waiver letters from Sephir Holding S.à r.l. to the directors and statutory auditors of V-Lux S.A., NewInvest 2 S.A. and Bruno Magli S.p.A..

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- Schedule 3.2.(c)** Deed of acknowledgement to be entered into on the Closing Date by Sephir Holding S.à r.l. and VMT III, LLC..
- Schedule 4 Part I** Representations and warranties of VMT III, LLC, VMTO S.à. r.l. and Opera Participations SCA.
- Schedule 4 Part II** List of the documents examined by Sephir Holding S.à r.l. in the course of the due diligence.
- Schedule 6.1** Business plan of Bruno Magli S.p.A. approved by the Board of Directors on October 27, 2006.
- Schedule 6.4** List of the outstanding cash liabilities of V-Lux S.A. and NewInvest 2 S.A.
- Schedule 2.25** List of the contractual relationships to which (in addition to those referred to in the Acquisition Agreement) V-Lux S.A. and NewInvest 2 S.A. are a party.

ACQUISITION AGREEMENT dated as of January 23, 2007 ("**Acquisition Agreement**"),
by and among

Opera Participations SCA, a partnership limited by shares organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 18, Avenue de la Porte Neuve, L-2227 Luxembourg, registered at the Luxembourg Trade and Company Register under section B No. 78.701 ("**Opera**"), duly represented by its general partner ("**commandité**") **Opera Management SA**, having its registered office at 18, Avenue de la Porte Neuve, L-2227 Luxembourg, registered at the Luxembourg Trade and Company Register under section B No. 76.713;

and

VMT III, LLC, a Delaware limited liability company having its registered office c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("**VMT**");

and

VMTO S.à r.l., a limited liability company organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, Rue de la Poste, L-2346 Luxembourg, registered at the Luxembourg Trade and Company Register under section B No. 86.064, ("**VMTO**");

(**Opera**, **VMT** and **VMTO** hereinafter collectively referred to as the "**Sellers**" and each also as a "**Seller**")

and

Sephir Holding S.à r.l. a company organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, registered at the Luxembourg Trade and Company Register under the registration No. 23.255, ("**Purchaser**");

(the **Sellers** and the **Purchaser** hereinafter collectively referred to as the "**Parties**" and each also as a "**Party**")

and

Bruno Magli S.p.A., a company duly incorporated under the laws of Italy, having its registered office in Bologna, Via Larga 33 and recorded at the Companies' Register of Bologna under the number 03289300968 ("**BM**");

and

V-Lux S.A., a company limited by shares, organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 21, Rue de Nassau, L-2213 Luxembourg, registered at the Luxembourg Trade and Company Register under section B No. 114.032 ("**V-Lux**");

and

New Invest 2 S.A., a company limited by shares, organized and existing under the laws of the

Grand Duchy of Luxembourg, having its registered office at 18, Avenue de la Porte Neuve, L-2227, Luxembourg, registered at the Luxembourg Trade and Company Register under section B No. 84.322 ("NI2");

(V-Lux and NI2 hereinafter collectively referred to as the "Companies" and each also as a "Company")

WHEREAS

- A) As of the date hereof, VMT and Opera hold, respectively, No. 1,710 and 3,100 shares of V-Lux S.A., representing, respectively, approximately 35.6% and 64.4% of the issued and outstanding capital of V-Lux.
- B) Mr. Eugenio Morselli and Mr. Alexander Zschokke hold, respectively, No. 16 and 10 shares of NI2.
- C) As of the date hereof, Opera and VMTO hold, respectively, No. 1,419,693 and 150,281 shares of NI2, representing in the aggregate, (but excluding the NI2 shares referred to in preceding Recital B), 100% of the issued and outstanding capital of NI2.
- D) V-Lux and NI2 own, in the aggregate, the entire issued and outstanding capital of BM.
- E) On December 22, 2005 V-Lux issued a senior note in the principal amount of € 25 million, due September 30, 2010 ("Note 1"), purchased in its entirety by VMT and secured by a first ranking pledge on all the V-Lux shares owned by Opera and all the BM shares owned by V-Lux ("Pledge 1").
- F) On June 12, 2006 V-Lux issued a second senior note in the principal amount of € 5 million, due September 30, 2010 ("Note 2"), purchased in its entirety by VMT and secured through an extension of Pledge 1.
- G) On June 12, 2006, in order to further secure the obligations of V-Lux under Note 1 and Note 2, V-Lux and VMT entered into an assignment agreement, attached hereto as **Schedule G ("Assignment of Receivables Agreement")**, whereby V-Lux assigned to VMT, by way of security, the following credits (together with their respective security interests, as better described in the Assignment of Receivables Agreement) owned by V-Lux towards BM and NI2:
- a credit (the aggregate outstanding amount of which, as of December 31, 2006, was € 14,768,811) *vis-à-vis* BM, originating from: (i) an agreement dated January 31, 2003 relating to a facility for the financing of certain capital expenditures of BM; and (ii) an agreement dated May 28, 2003 relating to a revolving facility for the financing of the working capital of BM (collectively "**Capex and Revolving Facilities**"), which was originally granted to BM by a pool of Italian banks under the credit agreements referred to above and was subsequently acquired by V-Lux; and
 - a credit (the aggregate outstanding amount of which, as of December 31, 2006, was € 40,132,328) *vis-à-vis* NI2, originating from a medium term loan ("**Medium Term Loan**") which (i) was originally granted to BM by a pool of Italian banks pursuant to an agreement dated May 28, 2003; (ii) became subsequently payable (by way of "*espromissione*") by NI2 in March 2004 and (iii) was partially acquired by V-Lux, in December 2005; but excluding the credits under the Medium Term Loan payable to

Banca di Roma S.p.a. ("BdR"), which, as of December 31, 2006, amounted to € 20,033,724 million ("BdR Credit").

- H) The Capex and Revolving Facilities are secured by: (i) a first and, respectively, a second ranking pledge (inuring to the benefit of VMT by virtue of the Assignment of Receivables Agreement) on all the shares held by Opera and VMTO in NI2; (ii) a first and, respectively, a second ranking pledge (inuring to the benefit of VMT by virtue of the Assignment of Receivables Agreement) on all the BM shares owned by NI2; and (iii) a first and, respectively, a second ranking pledge (inuring to the benefit of VMT by virtue of the Assignment of Receivables Agreement) on BM's Italian, EU and US trademarks listed in Schedule H ("Pledge 2").
- I) The Medium Term Loan is secured by: (i) a third ranking pledge in favor of VMT (by virtue of the Assignment of Receivables Agreement) and BdR on all the shares held by Opera and VMTO in NI2, (ii) a third ranking pledge in favor of VMT (by virtue of the Assignment of Receivables Agreement) and BdR on all the shares held by NI2 in BM, and (iii) a first ranking pledge on the receivables owned by NI2 under the BM Shareholders' Loan) (the portion of the pledges in favor of VMT as indicated in this Recital I shall hereinafter be referred to as "Pledge 3"; the portion of the pledges in favor of BdR, as indicated in this Recital I, shall hereinafter be referred to as "Pledge BdR").
- J) NI2 owns a credit (the aggregate outstanding amount of which, as of December 31, 2006, was € 8,559,494) *vis-à-vis* BM originating from a shareholders' loan due September 30, 2010 ("BM Shareholders' Loan"), secured by a third ranking pledge in favor of NI2 on BM's Italian, EU and US trademarks listed in Schedule H.
- K) On December 22, 2005, NI2, V-Lux, BdR and BM entered into a standstill agreement, subsequently amended on June 5, 2006, a copy of which is attached as Schedule K ("Standstill Agreement"), according to which, *inter alia*, (i) BdR agreed to subordinate the repayment of the BdR Credit to the repayment in its entirety of Note 1 and Note 2, undertook not to demand from NI2 the repayment of any amounts payable under the BdR Credit and not to enforce the Pledge BdR during the standstill period, as defined in the Standstill Agreement, and agreed to limit its recourse for the repayment of the BdR Credit only to the assets subject to the Pledge BdR; and (ii) NI2 undertook not to demand from BM the repayment of any amounts payable under the BM Shareholders' Loan and not to enforce the pledges securing the BM Shareholders' Loan during the standstill period.
- L) VMTO and Opera own a credit (the aggregate outstanding amount of which, as of December 31, 2006, was € 16,316,399), *vis-à-vis* NI2 originating from certain shareholders' loans ("NI2 Shareholders' Loan"), as attached under Schedule L-1, of which € 1,538,053 payable to VMTO and € 14,778,347 payable to Opera. The NI2 Shareholders' Loan is subordinated to the Medium Term Loan and Opera has addressed to the banks under the Medium Term Loan, on July 7, 2005 a letter a copy of which is attached under Schedule L-2, undertaking to either waive or convert into capital of NI2 its portion of the NI2 Shareholders' Loan.
- M) The Purchaser is interested in the purchase of all the V-Lux shares referred to in Recital A together with the NI2 shares referred to in Recital C (collectively, the "Shares"), in order to acquire indirect control of BM, which represents the substantial interest of the Purchaser in the Transactions.

- N) The Purchaser is also interested in the purchase of Note 1 and Note 2 and the NI2 Shareholders' Loan, as well as in the assignment of V-Lux's rights and obligations under the Assignment of Receivables Agreement (including the credits arising out of the Capex and Revolving Facilities and V-Lux's credits arising out of the Medium Term Loan together with their respective security interests).
- O) Fortelus Special Situations Master Fund Ltd, an exempted company incorporated in the Cayman Islands with limited liability, with registered office at PO Box 309, Ugland House, Grand Cayman, Cayman Islands ("Fortelus") has signed and released a guarantee letter, a copy of which is hereby attached under Schedule O, pursuant to which Fortelus has guaranteed the obligations of the Purchaser *vis-à-vis* the Sellers and BM under this Acquisition Agreement.
- P) The Sellers have entered into this Acquisition Agreement in order to make it possible to preserve the business of BM as a going concern and for this purpose they have expressly relied on the obligations of the Purchaser under this Acquisition Agreement, including the obligations undertaken pursuant to Articles 6.1 and 6.2 hereof.
- Q) BM enters into this Acquisition Agreement for the sole purposes of Articles 2.4, 6.1, 6.2, 7.2 and 9.
- R) The Companies enter into this Acquisition Agreement for the sole purposes of Articles 2.2, 2.3, 2.4, 6.2, 6.5, 7.2, and 9.

NOW, THEREFORE, in consideration of the benefits to be derived from this Acquisition Agreement and the representations, warranties, covenants, agreements and conditions contained herein, the Parties (and, to the extent referred to in Recitals Q and R, BM and the Companies) hereto agree as follows:

ARTICLE 1 DEFINED TERMS; RULES OF CONSTRUCTION

1.1 Defined Terms

Capitalized terms used herein but not defined have the respective meanings given to such terms below.

"**Acquisition Agreement**" has the meaning set forth in the Caption.

"**Affiliate**" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. The term control has the same meaning as defined by Article 2359 ICC .

"**Assignment of Receivables Agreement**" has the meaning set forth in Recital G.

"**BdR**" has the meaning set forth in Recital G.

"**BdR Credit**" has the meaning set forth in Recital G.

"**Beneficiaries**" has the meaning set forth in Article 6.3.

"BM" has the meaning set forth in the Caption.

"BM Shareholders' Loan" has the meaning set forth in Recital J.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banking institutions in Milan, Italy and Luxembourg are not required to be open.

"Capex and Revolving Facilities" has the meaning set forth in Recital G.

"Centrobanca" has the meaning set forth in Article 3.1(c).

"Closing" means all actions and deliveries contemplated in Article 3.

"Closing Date" has the meaning set forth in Article 2.6.

"Company" or "Companies" have the meaning set forth in the Caption.

"Deed of Acknowledgment" means the notarial deed to be entered into at Closing by VMT and the Purchaser for the purpose of acknowledging the transfer of Pledge2 in favor of the Purchaser in the form attached hereto as Schedule 3.2(c), aimed at updating the annotation of the records before the competent patent offices.

"Encumbrance" means any "*trascrizione*" or "*iscrizione pregiudizievole*", mortgage, charge, pledge, lien, easement, usufruct, *in-rem* right (*diritto reale*), *in-rem* burden (*onere reale*), right to use (*diritto d'uso e di godimento*), right of first refusal, right of pre-emption, and other restriction to use and third party right. In relation to the Shares, it shall specifically mean any pledge ("*gage*"), lien, usufruct, other splitting of *in-rem* rights, any transfer or promise to transfer the ownership of the Shares as security, any set-off right ("*compensation*"), any security under fiduciary agreements, right to use, right of first refusal, right of pre-emption and other claims, covenants, or third party rights existing under the laws of Luxembourg or under any other applicable law.

"Facilities" has the meaning set forth in the Assignment of Receivables Agreement.

"Fortelus" has the meaning set forth in Recital O.

"Governmental Entity" means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"ICC" means the Italian Civil Code.

"Indemnification Claim" has the meaning set forth in Article 8.5.

"Indemnified Party" has the meaning set forth in Article 8.5.

"Indemnifying Party" has the meaning set forth in Article 8.5.

"Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all provisionals, reissues, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof, (ii) all trademarks, service marks, trade names, trade dress and domain names, and all applications,

registrations and renewals thereof, (iii) all copyrights, and all applications, registrations and renewals thereof and (iv) all trade secrets and other confidential or proprietary business information (including ideas, research and development, know-how, formulas, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, research records, records of inventions, test information, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

"Japanese Trademarks" means the trademarks registered by BM in Japan, which are listed in **Schedule X**.

"Law" means any constitution, statute, code, regulation, rule, injunction, judgment, order, decree, ordinance, or ruling of any Governmental Entity and, in relation to the transfer and delivery of the Shares, it means the Luxembourg law of August 10, 1915 on commercial companies (as amended).

"LCA" has the meaning set forth in paragraph 2.19 of **Schedule 4 Part I**.

"Loss" means any direct damage, liability, obligation, loss, cost, expense (including all reasonable attorneys', consultants' and experts' fees, including such fees incurred in any action or proceeding between any Purchaser Indemnified Party, on the one hand, and the Sellers, on the other hand, or between any Seller Indemnified Party, on the one hand, and the Purchaser, on the other hand) actually incurred or suffered by an Indemnified Party.

"Material Contract" means any contract currently in effect and providing for payments by or to either Company in excess of € 50,000.00 (fifty thousand) over the life of the relevant contract.

"Material Trademarks" means the trademarks registered by BM in Italy, EU and USA, which are listed in **Schedule H** and which are subject to the Pledges as described therein.

"Medium Term Loan" has the meaning set forth in Recital G.

"NI2" has the meaning set forth in the Caption.

"NI2 Shareholders' Loan" has the meaning set forth in Recital L.

"NI2 Shareholders' Loan Purchase Price" has the meaning set forth in Article 2.5.

"Note 1" has the meaning set forth in Recital E.

"Note 2" has the meaning set forth in Recital F.

"Notes" means, collectively, Note 1 and Note 2.

"Notes' Purchase Price" has the meaning set forth in Article 2.5.

"Opera" has the meaning set forth in the Caption.

"Organizational Documents" means (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the limited liability company agreement, operating agreement or regulations and the certificate or articles of organization or equivalent document

of a limited liability company; (v) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (vi) any amendment to the foregoing prior to the date of this Acquisition Agreement.

"Party" or **"Parties"** has the meaning set forth in the Caption.

"Person" means and includes an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity (or any department, agency or political subdivision thereof).

"Pledge 1" has the meaning set forth in Recital E.

"Pledge 2" has the meaning set forth in Recital H.

"Pledge 3" has the meaning set forth in Recital I.

"Pledge BdR" has the meaning set forth in Recital I.

"Pledges" means, collectively, Pledge 1, Pledge 2 and Pledge 3.

"Purchaser" has the meaning set forth in the Caption.

"Purchaser Indemnified Party" has the meaning set forth in Article 8.3.

"Receivables" has the meaning set forth in the Assignment of Receivables Agreement.

"Reference Date" means December 21, 2006.

"Related Security Interests" has the meaning set forth in the Assignment of Receivables Agreement.

"Released Claim" has the meaning set forth in Article 7.2.

"Releasing Party" has the meaning set forth in Article 7.2.

"Released Person" has the meaning set forth in Article 7.2.

"Returns" means, collectively, returns, declarations of estimated Tax, Tax reports, information returns and statements relating to any material Taxes with respect to any income, assets or operations of the Companies.

"Sellers" has the meaning set forth in the Caption.

"Seller Indemnified Party" has the meaning set forth in Article 8.2.

"Shareholders' Agreements" means, collectively, (i) the shareholders' agreement entered into on December 23, 2005 between Opera, VMT and V-Lux (as amended on June 12, 2006) and (ii) the second investment and shareholders' agreement entered into on September 22, 2004 between Opera and VMTO (as amended on June 12, 2006).

"Shares" has the meaning set forth in Recital M.

"Shares Purchase Price" has the meaning set forth in Article 2.5.

"Standstill Agreement" has the meaning set forth in Recital K.

"Tax" or "Taxes" means, with respect to any Person, all forms of taxation including income taxes (including any tax on or based upon net income, gross income, or income as specially defined, or earnings, profits, or selected items of income, earnings or profits) and all gross receipts, IRAP, sales, use, *ad valorem*, value added, VAT, transfer, franchise, equity, license, capital stock, withholding, payroll, employment or windfall profits taxes, alternative or add-in minimum taxes, customs duties, excise, stamp duty social security charges, contributions, duties, imposts, levies, withholdings, and national governmental charges in each case in the nature of tax, whatsoever and whenever created, enacted or imposed or other taxes of any kind whatsoever and any amounts payable to any tax authority or any other person as a result of any law relating to taxation, in each case, wherever in the world imposed and whether chargeable directly or primarily against or attributable to the Companies, together with all fines, penalties, interest and surcharges connected therewith.

"Third Party Claim" has the meaning set forth in Article 8.5.

"Trademark Security Assignment Agreement" means the agreement entered into on February 28, 2006 by ITOCHU Corporation, Bruno Magli Japan Co. Ltd., and BM, enclosed herewith under Schedule Y, through which the Japanese Trademarks have been assigned by way of security interest to ITOCHU Corporation.

"Transactions" means the transactions contemplated by this Acquisition Agreement.

"V-Lux" has the meaning set forth in the Caption.

"VMT" has the meaning set forth in the Caption.

"VMT Entity" has the meaning set forth in Article 5.3.

"VMTO" has the meaning set forth in the Caption.

1.2 Recitals and Schedules

Recitals and Schedules annexed hereto or referred to herein are incorporated in and made a part of this Acquisition Agreement as if set forth in full herein.

1.3 Rules of Construction

Unless otherwise indicated, any reference in this Acquisition Agreement to any Article, Schedule or Recital shall be to the articles, schedules and recitals of this Acquisition Agreement. The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation". Any reference to the masculine, feminine or neuter gender shall include each other gender and any reference to the singular or plural shall include the other, in each case unless the context otherwise requires. Unless otherwise specified, the terms "hereof", "herein", "hereto" and "hereafter" and words of similar import, when used in this Acquisition Agreement, shall refer to this Acquisition Agreement as a whole (including the Schedules) and not to any particular provisions of this Acquisition Agreement.

ARTICLE 2
SALE OF THE SHARES, THE NI2 SHAREHOLDERS' LOAN, THE NOTES AND
ASSIGNMENT OF THE RECEIVABLES

2.1 Sale of the Shares

Effective as (and subject to the occurrence) of the Closing each of the Sellers hereby, severally and not jointly, sells to the Purchaser, and the Purchaser hereby acquires from each such Seller the Shares owned by it in exchange for the consideration set forth herein.

In connection with the above sale and purchase, the Sellers hereby irrevocably waive all rights of pre-emption and other restrictions on transfer (if any) over the Shares, under the Organizational Documents of the Companies, under the Shareholders' Agreements or otherwise. The Sellers hereby agree to mutually terminate each of the Shareholders' Agreements.

2.2 Sale of the NI2 Shareholders' Loan

Effective as (and subject to the occurrence) of the Closing each of Opera and VMTO hereby, severally and not jointly, sells to the Purchaser without recourse (*pro-soluto*), and the Purchaser hereby acquires from each of Opera and VMTO without recourse (*pro-soluto*) their respective rights in the NI2 Shareholders' Loan, as set forth in the Recitals, in exchange for the consideration set forth herein.

To the extent necessary according to the applicable Law NI2 hereby accepts the sale to the Purchaser of Opera's and VMTO's rights in the NI2 Shareholders' Loan.

2.3 Sale of the Notes

Effective as (and subject to the occurrence) of the Closing VMT hereby assigns and sells to the Purchaser without recourse (*pro-soluto*), and the Purchaser hereby acquires from VMT without recourse (*pro-soluto*), all of VMT's rights, title and interest in and to the Notes, in exchange for the consideration set forth herein.

To the extent necessary according to the applicable Law V-Lux hereby accepts the assignment and sale of the Notes to the Purchaser.

2.4 Assignment of the Receivables the Related Security Interests and all the other rights and obligations under the Assignment of Receivables Agreement.

In connection with the sale of the Notes, effective as (and subject to the occurrence) of the Closing, VMT hereby assigns to the Purchaser (and the Purchaser hereby accepts the assignment from VMT of) the Receivables, the Related Security Interests, and all of its rights and obligations under the Assignment of Receivables Agreement.

To the extent necessary according to Articles 1263 and 1264 ICC and any equivalent provision of applicable Law and, to any necessary extent, to Article 1406 ICC, BM, NI2 and V-Lux hereby accept the assignment to the Purchaser of the Receivables and the Related Security Interests and all of VMT's rights and obligations under the Assignment of Receivables Agreement.

2.5 Purchase Price

The aggregate purchase price, to be paid at Closing, for the Shares is €1 (one) ("**Shares Purchase Price**") and shall be paid by the Purchaser to each of the Sellers *pro-rata* to their respective interests in the Shares.

The aggregate purchase price, to be paid at Closing, for the NI2 Shareholders' Loan is €1 (one) ("**NI2 Shareholders' Loan Purchase Price**") and shall be paid by the Purchaser to each of Opera and VMTO *pro-rata* to their respective interests in the NI2 Shareholders' Loan.

The aggregate purchase price, to be paid at Closing, for the Notes is €1 (one) ("**Notes' Purchase Price**") and shall be paid at Closing, by the Purchaser to VMT.

The Shares Purchase Price, the NI2 Shareholders' Loan Purchase Price and the Notes Purchase Price have been determined taking into consideration the commitments of the Purchaser as set forth in Article 6 and the interest of the Sellers as expressed in Recital P.

2.6 The Closing

The closing of the Transactions ("**Closing**") shall take place simultaneously at the offices of NI2 in 18 Avenue de la Porte Neuve, Luxembourg and at the offices of Paul Hastings in Milan, Via Palestro 24, on January 26, 2007 ("**Closing Date**"), or at such other place and time as shall be mutually agreed between the Parties in writing but in any event by no later than January 30, 2007.

2.7 Condition Precedent; Termination

The respective obligations of each Party to consummate the Closing are subject to the satisfaction or waiver at or prior to the Closing of the condition that the representations and warranties of each of the other Parties contained herein shall be true and correct as of the date hereof and at and as of the Closing Date.

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time after February 1, 2007 by any of the Sellers or the Purchaser, by giving written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to such date. In the event of the termination of this Agreement, this Agreement shall thereafter become void and have no effect and the transactions contemplated hereby shall be abandoned, and no Party shall have any liability to the other Parties, except for the obligations of the Parties hereto contained in this Section 2.7 and in Articles 8 and 9 hereof, and except that nothing herein will relieve any Party from liability for a breach of any provision of this Acquisition Agreement or limit or restrict the rights or remedies of any Party against the other Parties for any breach of this Acquisition Agreement. If this Acquisition Agreement is terminated pursuant to this Article 2.7, all information received by each Party shall be treated confidentially.

**ARTICLE 3
DELIVERIES**

3.1 Deliveries in Connection with the Sale of the Shares and of the NI2 Shareholders' Loan

At Closing,

- (a) each Seller, severally and not jointly with the other Sellers, shall:
 - (i) transfer its Shares to the Purchaser by executing deeds of transfer as required by applicable Law in order to register such transfer in the Shareholders' Register of each of the Companies; and
 - (ii) deliver to the Purchaser a copy of the resolution of the competent body of such Seller authorizing the execution, delivery and performance of this Acquisition Agreement by the legal representative of such Seller or by any other person duly empowered by such Seller to execute, deliver and perform this Acquisition Agreement;
- (b) Opera shall:
 - (i) cause the transfer of the Shares to the Purchaser to be registered in the Shareholders' Register of V-Lux and NI2 in accordance with applicable Law;
 - (ii) deliver to the Purchaser duly signed resignations, effective as of the Closing Date, of all directors and statutory auditors of the Companies and of BM, where each ceasing director and auditor shall waive any claim against the Companies or BM, as the case may be, relating to his previous office, including, but not limited to, the payment of the consideration and refund of any expenses due, except for the consideration payable to the statutory auditors of BM as set forth for in Schedule 3.1(b)(ii);
 - (iii) deliver to the Purchaser evidence that the shareholders' meetings of the Companies and BM have been duly convened according to the Companies' and BM's Organizational Documents, and such shareholders' meetings have resolved upon the appointment of the individuals designated by the Purchaser (who are indicated in Schedule 3.1 (b) (iii)) as members of the board of directors and as statutory auditors of the Companies and BM; and
 - (iv) deliver to the Purchaser evidence that a letter in the form attached under Schedule 3.1(b)(iv) has been forwarded to BdR for the purpose of informing BdR of the sale of the share capital of NI2;
 - (v) cause V-Lux to subscribe at par to a capital increase of BM of € 9,000,000 (nine million), to be paid in cash at Closing, pursuant to the resolution passed by the shareholders' meeting of BM on December 21, 2006.
- (c) VMT shall use its reasonable best efforts to procure that, as from the Closing Date, Centrobanca – Banca di Credito Finanziario e Mobiliare S.p.A. ("Centrobanca") will hold, as depositary bank, for the benefit of the Purchaser the securities representing the entire share capital of BM, provided that the Purchaser will have opened a new

securities account with Centrobanca and will have executed and delivered all documents and taken any and all action requested by Centrobanca in connection therewith;

(d) The Purchaser shall:

- (i) pay the Shares Purchase Price, the Notes' Purchase Price and the NI2 Shareholders' Loan Purchase Price;
- (ii) deliver to each Seller a copy of the resolution of the board of directors of the Purchaser authorizing the execution, delivery and performance of this Acquisition Agreement by the legal representative of the Purchaser or by any other person duly empowered by the Purchaser;
- (iii) pursuant to Article 6.3, deliver to Opera the waiver letters addressed to the directors and statutory auditors of V-Lux, NI2 and BM, in the form attached under Schedule 3.1 (d) (iii);
- (iv) pay to BM, on behalf of V-Lux, by wire transfer of immediately available funds, the amount of € 9,000,000 (nine million) by way of partial subscription of the capital increase of BM resolved upon by the extraordinary shareholders meeting of BM held on December 21, 2006 and deliver to each Seller a copy of the relevant bank transfer order, accepted by the paying bank;
- (v) execute a deed of adherence to the third ranking pledge in favor of VMT and BdR on all the shares held by Opera and VMTO in NI2, securing the repayment of the Medium Term Loan; and
- (vi) pay to VMT amounts in respects of costs and expenses incurred by the VMT Entities pursuant to Article 9.9.

3.2 Deliveries in Connection with the Sale of the Notes and the Assignment of the Receivables

At Closing :

- (a) VMT shall deliver to the Purchaser the certificates representing the Notes;
- (b) Opera shall cause V-Lux to issue in the name of the Purchaser new certificates representing the Notes and shall deliver to the Purchaser such new certificates;
- (c) VMT and the Purchaser shall enter into the Deed of Acknowledgment.

3.3 One Transaction

All actions and all deliveries contemplated in this Article 3 shall be regarded as occurring simultaneously as one and a single transaction, and no delivery or action shall be deemed to have been made or taken (at the option of the Party in the interest of which such specific delivery or action must be made or taken) until all other actions and deliveries shall have been made or taken as provided in this Acquisition Agreement. If even one of the actions or deliveries contemplated in this Article 3 does not occur, any delivery made or action taken shall be deemed not to have occurred and be without force and effect, and the Parties shall take all such actions as necessary, proper or advisable to remove or undo any such effect.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES
OF THE SELLERS**

Each Seller, severally and not jointly with the other Seller, hereby represents and warrants to the Purchaser that the statements made by such Seller and contained in Schedule 4 Part I are true, complete, accurate and correct as of the date hereof.

The representations and warranties of each Seller contained in Schedule 4 Part I constitute a unilateral, autonomous and independent guarantee commitment for all legal purposes assumed by such Seller, (severally and not jointly and solely as to its own representations and warranties), to the Purchaser in connection with the Transactions. Each Seller's representations and warranties contained in Schedule 4 Part I, being autonomous and independent obligations, are not subject to the provisions set forth under Articles 1490, 1495 and 1497 ICC and any right or remedy of the Purchaser arising under this Acquisition Agreement in connection with any breach of such representations and warranties of such Seller shall be subject only to the limits specified herein.

Opera hereby represents that the validity of its representations and warranties in this Acquisition Agreement shall not be limited to or excluded by the limited due diligence carried out by the Purchaser, and that such due diligence was limited to the selected documents provided by Opera and listed in Schedule 4 Part II. Consequently, in case the Purchaser makes any Indemnification Claim under this Acquisition Agreement, as a plea, objection or exception, Opera shall not have any right to oppose such request on the basis that the Purchaser was aware, at the execution of the Acquisition Agreement, that one or more of the representations and warranties given by Opera under this Acquisition Agreement was not true, complete, accurate or correct.

The Sellers acknowledge that the Purchaser has determined the Shares Purchase Price, the NI2 Shareholders' Loan Purchase Price and the Notes' Purchase Price relying on the provisions contained in this Article 4.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to each Seller that the statements made by it and contained in this Article 5 are true, complete, accurate and correct as of the date hereof.

5.1 Organization, Standing, Qualification and Power

The Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has all requisite power and authority to carry on its business as presently conducted and as presently proposed to be conducted, including after consummation of the Transactions. The Purchaser is duly qualified and in good standing to do business in each jurisdiction in which such qualification is necessary because of the nature of the business

conducted by it or the ownership of its properties, including after consummation of the Transactions.

5.2 Authority. Execution and Delivery. Enforceability

The Purchaser has all power and authority necessary to execute this Acquisition Agreement and to consummate the Transactions and to perform its obligations under this Acquisition Agreement. The execution and delivery by the Purchaser of this Acquisition Agreement and the consummation of the Transactions and the performance of its obligations under this Acquisition Agreement have been duly authorized by all necessary corporate action on the part of the Purchaser and do not and shall not constitute a breach of any provisions of Law applicable to the Purchaser or of the articles of association of the Purchaser or any resolutions adopted by the competent corporate bodies of the Purchaser or of any judgment, decree, order or arbitration award issued against the Purchaser by any Governmental Entity or arbitrator having jurisdiction over the Purchaser. The execution and delivery by the Purchaser of this Acquisition Agreement and the consummation of the Transactions and the performance of its obligations under this Acquisition Agreement do not and shall not require any approval or clearance from any third party (including any Governmental Entity) under any Law applicable to the Purchaser or under any contracts to which the Purchaser is a party. The Purchaser has sufficient funds available in order to perform its obligations under this Acquisition Agreement, including its obligations under Article 6.1. The Purchaser has duly executed and delivered this Acquisition Agreement, and this Acquisition Agreement constitutes, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights generally.

5.3 No Reliance

The Purchaser acknowledges and agrees that it has not relied in any manner on any representations, warranties or statements by VMT, VMTO or any of their respective Affiliates or their respective agents, advisors, employees or representatives (each a "VMT Entity"), other than the representations expressly made by VMT and VMTO in Schedule 4 Part I of this Acquisition Agreement. The Purchaser further acknowledges that no VMT Entity has ever been engaged (directly or indirectly), in any way whatsoever, in the management of the business of any of the Companies, BM, or any of its subsidiaries, and that no VMT Entity is making any representations or warranties (whether express or implied) relating to (i) the business, asset, condition (financial or otherwise), or prospects of any of the Companies, BM or any of its subsidiaries, or (ii) its Shares, the NI2 Shareholder's Loan, the Notes or any collateral securing the obligations of V-Lux under the Notes, including without limitation, the Assignment of Receivables Agreement and the Related Security Interests, other than, with respect to (ii) as expressly set forth in Schedule 4 Part I.

Without limiting the generality of the foregoing, the Purchaser acknowledges, agrees and accepts that, also for purposes of Article 1491 ICC, neither VMT, VMTO nor any other VMT Entity is making any representations or warranties on the validity or enforceability of any of the Related Security Interests or of any (direct or indirect) collateral securing the Notes, and that no claim may be advanced by the Purchaser or any of its Affiliates or any of their respective successors or assigns against any VMT Entity based upon or in connection with any such matters

The Purchaser further acknowledges that, except as expressly set forth in paragraphs 2.28 to 2.36 inclusive of Schedule 4 Part I, Opera is not making any representations or warranties (whether express or implied) relating to BM and its subsidiaries including their business, assets, condition (financial or otherwise) or prospects.

ARTICLE 6 UNDERTAKINGS OF THE PURCHASER

6.1 Capital Injection

The Purchaser hereby irrevocably undertakes, also in favor of BM (and BM hereby accepts the benefit of such undertaking, also pursuant to Article 1411 ICC) to make available to BM in the course of 2007 financial resources in the aggregate amount of €15,000,000 (fifteen million), of which:

- (i) € 9,000,000 (nine million): as described in Article 3.1 (d) (iv);
- (ii) € 6,000,000 (six million): according to BM's financial needs; it being understood that, in the event BM obtains new financial resources (excluding the re-financing of existing facilities) from third parties through financing transactions (at market rates and having a repayment date not earlier than June 30, 2009) the Purchaser's commitment under this paragraph (ii) shall be reduced *pro tanto* (i.e. by an equivalent amount).

The Purchaser undertakes to cause BM and its subsidiaries to use the above funds to finance the operation of the business of BM and its subsidiaries consistently with the business plan as attached under Schedule 6.1.

The Purchaser shall allow (and shall cause the Companies, BM and their respective subsidiaries to allow) each Seller and its representatives to have reasonable access to the books and records of the Companies, BM and its subsidiaries, upon request and with reasonable notice and, at the option of such Seller, through experts appointed by it, in order to monitor the compliance of the Purchaser with its obligations under this Acquisition Agreement.

6.2 No Acceleration

The Purchaser hereby undertakes also in favor of BM and the Companies, (and BM and the Companies hereby accept the benefit of such undertaking also pursuant to Article 1411 of the ICC or any equivalent provisions of Law):

- (i) until June 30, 2009, not to accelerate or permit to be accelerated (or otherwise cause or permit the repayment of) any loans made or any credit extended to any of NI2 or V-Lux and acquired by the Purchaser in the context of the Transactions;
- (ii) until June 30, 2009, not to accelerate or permit to be accelerated (or otherwise cause or permit the repayment of) the NI2 Shareholders' Loan; and
- (iii) until June 30, 2009, to cause NI2 and V-Lux not to accelerate (or otherwise cause or permit the repayment of) any loans made or any credit extended by each of them to BM including, without limitation, the Capex and Revolving Facilities and the BM Shareholders' Loan;

- (iv) until June 30, 2009, not to enforce (or otherwise cause or permit the enforcement of) any security interests granted in connection with any of the loans or credits mentioned under paragraphs (i) to (iii) above.

Should the Purchaser sell or otherwise transfer to any third parties all or any of the shares in V-Lux, NI2, BM, the NI2 Shareholders' Loan or the Notes (or their related security interests) before June 30, 2009, the Purchaser shall cause the purchaser or transferee of such shares to undertake obligations similar to the ones provided in this Article 6.2 for the benefit of BM and the Companies.

6.3 Director and statutory auditors. Indemnification; Exculpation

The Purchaser undertakes, for the benefit of all the persons who in the last 5 (five) years have held the office of director or statutory auditor (*sindaco* or equivalent office in jurisdictions other than Italy) of any of V-Lux, NI2 and BM (collectively, the "Beneficiaries"), to refrain and to cause V-Lux, NI2 and BM, as the case may be, to refrain, except in the case of gross negligence or willful misconduct on the part of the Beneficiaries or in the case of fraudulent concealment by the Beneficiaries of events that would allow the filing of such claims or actions, from: (i) making and/or pursuing any claims against any of the Beneficiaries, in relation to their conduct as directors or statutory auditors of any of the aforementioned companies; and (ii) voting in the shareholders' meeting of any of the aforementioned companies in favor of any resolution to take legal action against any of the Beneficiaries in relation to their conduct as directors or statutory auditors.

Should the Purchaser sell or otherwise transfer to any third parties all or any of the shares in V-Lux, NI2, BM within 3 (three) years from the Closing Date, the Purchaser shall cause the purchaser or transferee of such shares to undertake obligations similar to the ones provided in this Article 6.3 for the benefit of the Beneficiaries, by delivering to the Beneficiaries a letter substantially in the form of Schedule 3.1(d)(iii).

6.4 Payment of Certain Advisers' Fees, Legal fees and Other Costs

The Purchaser undertakes to cause the Companies to pay, within 15 (five) Business Days of the Closing Date (with the exception of the fees payable to Alix Partners and Loyens & Loeffl) all outstanding advisers' fees, legal fees and other costs due by the Companies as detailed in Schedule 6.4.

The Purchaser further undertakes to cause BM to pay the outstanding VAT debt relating to the sale of the building in Bologna, equal as of December 31, 2006 to € 1,986,927.44, within the terms required by the applicable Law or by the relevant Italian tax authorities, plus any interest accrued thereon and any penalties applicable in relation thereto.

6.5 Waiver or Conversion into Capital of the NI2 Shareholders' Loan

In view of the undertaking assumed by Opera as contemplated in Recital L, the Purchaser undertakes, upon request of BdR, to either waive or convert into capital of NI2 the NI2 Shareholders' Loan.

**ARTICLE 7
UNDERTAKINGS OF THE PARTIES**

7.1 Cooperation

In case at any time after the date hereof any further action is necessary to carry out the purposes of this Acquisition Agreement, each of Opera and the Purchaser will take such further action (including, without limitation, the execution and delivery of such further instruments and documents and the delivery of such tangible and intangible assets) as the other Parties reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification under Article 8 of this Acquisition Agreement).

The Purchaser agrees that it will cooperate with and make available to the other Parties, during normal business hours, all books and records, information and employees (without substantial disruption of employment) of the Companies and their subsidiaries necessary or useful in connection with any Tax inquiry, audit, investigation, return, examination or dispute, any litigation or investigation or any other matter requiring any such books and records, information or employees for any reasonable business purpose.

Opera shall make available, if necessary, any information related to the Companies and their subsidiaries, which it may have retained after the date hereof, necessary or useful in connection with any Tax inquiry, audit, investigation, return, examination or dispute, any litigation or investigation, for any reasonable business purpose.

The Party requesting any such books and records, information or employees shall bear all of the out of pocket costs and expenses (including without limitation attorneys' fees, but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing such books and records, information or employees.

If, following the date hereof, the Purchaser receives any communication that does not relate exclusively to the rights and obligations of the Purchaser with respect to the Companies or BM, the Purchaser shall forward the original or a copy of the relevant portions of such communication promptly to the relevant Seller. Each Seller shall promptly deliver to Purchaser the original or a copy of any mail or other communication received by it after the date hereof pertaining to and containing material non public information relating to the Companies or BM.

If, following the date hereof, any Seller receives any proceeds or recover any amounts generated by, in connection with or in respect of the Companies or BM attributable to any act or matter carried out or performed by the Companies and/or BM after the date hereof, such amounts shall promptly be remitted to the Purchaser.

The Purchaser agrees to deliver to VMT the 2006 financial statements of each of the Companies and BM and, to the extent they are prepared, the consolidated financial statements of BM or its parent company, as soon as such financial statements have been completed.

7.2 Undertaking of Opera, BM, the Companies and the Purchaser

Each of Opera and the Purchaser severally and not jointly (each of Opera and the Purchaser, a "Releasing Party") except solely in the case of the Purchaser with respect to the claims made within 24 months of the date hereof by the Purchaser against VMT and/or VMTO for breach of

any of their representations and warranties set forth in **Schedule 4 Part I Paragraph 1** of this Acquisition Agreement as well as for any breach of any obligations of VMT and VMTO under Articles 2.1, 2.2, 2.3, 2.4, 3.1(a) and (c) and 3.2 (a) and (c), 8 and 9 of this Acquisition Agreement, in each case on behalf of itself, its Affiliates (excluding the Companies, BM and their respective subsidiaries), agents, advisors, employees, representatives and successors and assigns, hereby forever releases and discharges each VMT Entity and each of its successors and assigns (each, a "Released Person"), from and against all possible claims, actions, demands, causes of action, damages, costs, or expenses and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at Law or in equity, originating, in whole or in part, on or before the date hereof (each, a "Released Claim"), which such Releasing Party may have against any Released Person.

Should the Purchaser sell or otherwise transfer to any third parties all or any of the shares in V-Lux, NI2, BM, or the Notes or their Related Security Interests, or the NI2 Shareholders' Loan, within 3 (three) years from the Closing Date, the Purchaser shall cause the purchaser or transferee of such shares or securities or interests to release each Released Person from any Released Claim which it may have against any Released Person, by delivering a written release substantially in the form of the first paragraph of this Article 7.2.

Each of the Companies and BM, the latter also on behalf of its subsidiaries, undertakes forever to discharge and release, or cause to be discharged or released, each Released Person from all Released Claim that any of them may have.

Each of VMT, VMTO and the Purchaser, in each case also on behalf of its Affiliates, its agents, advisors, employees, representatives and successors and assigns, hereby irrevocably releases and discharges Opera, the Companies, BM and each of the subsidiaries of BM, and the respective directors, advisors and employees, from and against all possible claims, actions, demands, causes of action, damages, costs, or expenses and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at Law or in equity, originating on or before the date hereof, provided however that nothing herein shall release Opera from any claim that the Purchaser may have for breach of any of Opera's representations and warranties set forth in **Schedule 4 Part I Paragraph 2** of this Acquisition Agreement as well as for any breach of any obligations of Opera under this Acquisition Agreement.

ARTICLE 8 INDEMNIFICATION

8.1 Survival and Statute of Limitation

All indemnification rights of the Purchaser for breach of the Sellers' representations and warranties under Article 4 shall be subject to a limitation period of (i) 36 months from the Closing Date in the case of Opera's representations and warranties in Schedule 4, Part I, paragraph, point 2.21; and (ii) a limitation period of 24 months from the Closing Date in the case of all the other representations and warranties in Schedule 4.

All indemnification rights of the Sellers for breach of the representations and warranties given by the Purchaser in Article 4 shall be subject to a limitation period of 24 months from the Closing Date.

All undertakings to be performed after the date hereof shall survive the date hereof and shall remain in full force and effect until full performance, unless non-compliance is waived in writing by the Party or Parties entitled to such performance.

Each of the covenants, agreements and obligations of the Parties (other than with respect to the representations and warranties that will be subject to the limitation period in this Article 8.1) set forth in this Acquisition Agreement shall survive the date hereof in accordance with their respective terms for the applicable statute of limitations.

No claim or action for breach of any representation, warranty, covenant and obligations contained in this Acquisition Agreement may be asserted or maintained after the applicable expiration date of such representations, warranties, covenants, and obligations as set forth in this Article 8.1, except for claims made in writing on or prior to such expiration date in accordance to Article 8.5 or actions (whether instituted before or after such expiration date) based on any claim made in writing in accordance to Article 8.5 prior to such expiration date.

8.2 Indemnification by the Purchaser

The Purchaser hereby agrees to indemnify the Sellers and their respective successors and assignees (each, a "Seller Indemnified Party") against, and hold them harmless from, all Losses actually suffered or incurred by any Seller Indemnified Party or any of their respective officers, directors, employees, agents, successors and assignees on or after the date hereof and arising out of:

- (1) the breach by the Purchaser of any representation or warranty contained in Article 5;
- (2) the breach by the Purchaser of any covenant and obligation undertaken by the Purchaser under this Acquisition Agreement.

No claim may be asserted nor may any action be commenced against the Purchaser pursuant to this Article 8.2, unless written notice of such claim or action is delivered to the Purchaser in accordance with Article 8.5.

8.3 Indemnification by the Sellers

Each Seller, severally and not jointly with the other Sellers, hereby agrees to indemnify the Purchaser and its successors and assignees (each, a "Purchaser Indemnified Party") against, and hold them harmless from all Losses actually suffered or incurred by the Purchaser or any of its officers, directors, employees, agents, successors and assignees on or after the date hereof and arising out of:

- (1) the breach by such Seller of such Seller's representations and warranties under Article 4;
- (2) the breach by such Seller of any covenant and obligation undertaken by such Seller under this Acquisition Agreement.

No claim may be asserted nor may any action be commenced against the Sellers pursuant to this Article 8.3, unless written notice of such claim or action is delivered to the Sellers in accordance with Article 8.5.

8.4 Sole Remedy

The remedies of the Parties in respect to any claims arising out of a breach of any representations and warranties and of any covenant and obligation undertaken under this Acquisition Agreement shall be for damages pursuant to the indemnification provisions set forth in this Article 8 and shall not extend to rescission or termination of this Acquisition Agreement (including actions seeking the "*risoluzione*", "*annullamento*", or "*rescissione*" of this Acquisition Agreement) or the right to claim that any such breach constitutes repudiation of this Acquisition Agreement, provided however that the preceding clause shall not in any manner limit the Purchaser's right to seek injunctive and other equitable relief to enforce the performance by the other Party of its obligations hereunder to the extent permitted by Law.

8.5 Indemnification Procedures

A Purchaser Indemnified Party or a Seller Indemnified Party, as the case may be (for purposes of this Article 8.5, each, respectively, an "**Indemnified Party**"), shall give the indemnifying party under Articles 8.2 or 8.3, as applicable (for purposes of this Article 8.5, an "**Indemnifying Party**"), written notice of any matter which, according to the determination of the Indemnified Party, has given or could give rise to a right of indemnification under this Acquisition Agreement (an "**Indemnification Claim**"), within 20 (twenty) Business Days of such determination, stating the amount of the Loss (if known) and the method of computation thereof, and containing a reference to the provisions of this Acquisition Agreement on which the Indemnification Claim is based, provided that where the matter or default giving rise to the Indemnification Claim is capable of remedy, the breach shall not entitle the Indemnified Party to receive an indemnification hereunder or other compensation unless the default is not remedied to the satisfaction of the Indemnified Party within thirty (30) days after the date on which such notice is served. The failure by any Indemnified Party to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article 8, except to the extent the Indemnifying Party is prejudiced by such failure; it being understood that notices for Indemnification Claims must be delivered prior to the expiration of the applicable survival period specified in Article 8.1.

An Indemnified Party shall give prompt written notice of any pending or threatened claim or demand by a third party that the Indemnified Party has determined has given or could give rise to a right of indemnification hereunder ("**Third Party Claim**"), describing in reasonable details the facts and circumstances with respect to the subject matter of such claim or demand; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article 8 except to the extent the Indemnifying Party is prejudiced by such failure.

The Indemnifying Party shall have the right, but not the obligation, to direct, through its own counsel, who shall be reasonably satisfactory to the Indemnified Party, the defense or settlement of any Third Party Claim at its own expense. If the Indemnifying Party elects to assume the defense of any such Third Party Claim, the Indemnified Party may participate in such defense, but in such case the expenses of the Indemnified Party shall be paid by the Indemnified Party. Any settlement by such Indemnifying Party shall require the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; it being understood that, in the event the Indemnified Party does not consent to such settlement and decides to proceed with the relevant litigation, any amount exceeding the sum agreed by the Indemnifying Party upon the settlement of the Third Party Claim shall be paid by the Indemnified Party. The Indemnified Party shall provide the Indemnifying Party with

reasonable access to its records and personnel relating to any such claim, assertion, event or proceeding during normal business hours and shall otherwise cooperate with the Indemnifying Party in the defense or settlement thereof, and the Indemnifying Party shall reimburse the Indemnified Party for all its reasonable out-of-pocket expenses in connection therewith.

If an Indemnifying Party shall fail to undertake any such defense, an Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. Whether or not an Indemnifying Party shall have assumed the defense of a Third Party Claim, an Indemnified Party shall not admit any liability with respect thereto, or settle, compromise or discharge such Third Party Claim without such Indemnifying Party's prior written consent which shall not be unreasonably delayed or withheld. If an Indemnified Party assumes the defense of any such Third Party Claim pursuant to this Article 8.5 and proposes to settle such claim or proceeding prior to a final judgment thereon or to forgo any appeal with respect thereto, then such Indemnified Party shall give an Indemnifying Party prompt written notice thereof and such Indemnifying Party shall have the right to participate in the settlement or assume or reassume the defense of such claim or proceeding at any time by written notice to such Indemnified Party.

8.6 Limitations on Indemnification

The Parties shall cooperate with each other to resolve any claim or liability with respect to which one Party is obligated to indemnify the other Party hereunder. Each Party shall use commercially reasonable efforts to address any claims or liabilities that may provide a basis for an Indemnification Claim such that each Party shall respond to any claims or liabilities in the same manner it would respond to such claims or liabilities in the absence of the indemnification provisions of this Acquisition Agreement.

Any Indemnification Claim with respect to any Loss suffered by any Indemnified Party shall be limited to the amount of actual out-of-pocket indemnifiable Losses sustained by the Indemnified Party, net of any (i) insurance proceeds actually received and (ii) recoveries from third parties actually received pursuant to indemnification or otherwise, in each case less any and all costs, charges and expenses incurred by any Indemnified Party in recovering such amount from the third party. If the Indemnifying Party makes any payment on any claim pursuant to this Article, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Parties to any insurance benefits or other claims of the Indemnified Parties with respect to such claim.

ARTICLE 9 GENERAL PROVISIONS

9.1 Assignment

This Acquisition Agreement and the rights and obligations hereunder shall not be assignable or transferable by any of the Parties (including by operation of Law in connection with a merger or consolidation) without the prior written consent of (i) the Purchaser, in the case of any attempted assignment by the Sellers, or (ii) the Sellers in the case of any attempted assignment by the Purchaser. Any attempted assignment in violation of this Article 9.1 shall be void. Subject to the foregoing, this Acquisition Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.2 Notices

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent by registered letter with return receipt ("*lettera raccomandata con ricevuta di ritorno*") shall be deemed given when so delivered by hand or facsimile, or if mailed, as of the date of actual receipt as evidenced by the return receipt, as follows:

(i) if to the Purchaser, to it at:

Sephir Holding S.à r.l.
46A, Avenue J.F. Kennedy,
L-1855 Luxembourg;
Facsimile + 352 421 961
with a copy to:

Fortelus Special Situations Master Fund Ltd.
PO Box 309,
Ugland House,
Grand Cayman
Cayman Islands
Facsimile: +1 345 949 8080; and

(ii) if to VMT, to it at:

Bell Atlantic Master Trust
c/o Mellon Bank, NA
One Mellon Bank Center
Room 1315
Pittsburgh, Pennsylvania 15258-0001
Attention: Francis Walton
Facsimile: 412-236-4225

With copies (which shall not constitute notice) to:

c/o Verizon Investment Management Corp.
295 N. Maple Avenue
Building 7, 1st Floor South
Basking Ridge, NJ 07920
Attention: Conrad A. Francis
Facsimile: 908-630-0801

c/o Verizon Investment Management Corp.
295 N. Maple Avenue
Building 7, 1st Floor South
Basking Ridge, NJ 07920
Attention: Bruce J. Franzese, Esq.
Facsimile: 908-630-0801

Ropes & Gray LLP
One International Place

Boston, MA 02110
Attention: Ann L. Milner, Esq.
Facsimile: 617-951-7050

(iii) if to VMTO, to it at:

Bell Atlantic Master Trust
c/o Mellon Bank, NA
One Mellon Bank Center
Room 1315
Pittsburgh, Pennsylvania 15258-0001
Attention: Francis Walton
Facsimile: 412-236-4225

With copies (which shall not constitute notice) to:

c/o Verizon Investment Management Corp.
295 N. Maple Avenue
Building 7, 1st Floor South
Basking Ridge, NJ 07920
Attention: Conrad A. Francis
Facsimile: 908-630-0801

c/o Verizon Investment Management Corp.
295 N. Maple Avenue
Building 7, 1st Floor South
Basking Ridge, NJ 07920
Attention: Bruce J. Franzese, Esq.
Facsimile: 908-630-0801

Ropes & Gray LLP
One International Place
Boston, MA 02110
Attention: Ann L. Milner, Esq.
Facsimile: 617-951-7050

(iv) if to Opera, to it at:

Opera Participations SCA
18, Avenue de la Porte Neuve,
L-2227 Luxembourg
Facsimile: +352-26270887

(v) if to BM, to it at:

Bruno Magli S.p.A.
Via Larga 33,
Bologna

with a copy to:

Opera Participations SCA

18, Avenue de la Porte Neuve,
L-2227 Luxembourg
Facsimile: +352-26270887; and

(vi) if to V-Lux, to it at:

V-Lux S.A.
21, Rue de Nassau,
L-2213 Luxembourg
with a copy to:

Opera Participations SCA
18, Avenue de la Porte Neuve,
L-2227 Luxembourg
Facsimile: +352-26270887; and

(vii) if to NI2, to it at:

New Invest 2 S.A.
18, Avenue de la Porte Neuve,
L-2227, Luxembourg

with a copy to:

Opera Participations SCA
18, Avenue de la Porte Neuve,
L-2227 Luxembourg
Facsimile: +352-26270887.

9.3 Headings

The headings contained in this Acquisition Agreement, in any Schedule hereto and in the table of contents to this Acquisition Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Acquisition Agreement.

9.4 Counterparts

This Acquisition Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

9.5 Entire Agreement

This Acquisition Agreement contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. No Party hereto shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

9.6 Amendments and Waivers

No waiver, modification or amendment of this Acquisition Agreement, or of any term or provision hereof, shall be effective unless in a written instrument signed by the Parties hereto.

The granting of a waiver in one instance does not constitute a continuing waiver in all similar instances. No failure to exercise, and no delay in exercising, by any Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

9.7 Severability

It is the desire and intent of the Parties that the provisions of this Acquisition Agreement be enforced to the fullest extent permissible under the Law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Acquisition Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Acquisition Agreement or affecting the validity or enforceability of this Acquisition Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Acquisition Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.8 Brokers

No agent, broker, investment banker or other firm or Person engaged by or acting on behalf of any of the Parties, BM or the Companies is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the Transactions.

9.9 Expenses

All documented actual costs and expenses incurred by the VMT Entities in connection with this Acquisition Agreement and the Transactions (including, without limitation, costs and expenses of legal counsel) shall be paid by the Purchaser on the Closing Date subject to the VMT Entities having provided to the Purchaser within 1 (one) Business Day of the Closing Date itemized bills, showing that all such costs and expenses were incurred by the VMT Entities in connection with this Acquisition Agreement and the Transactions, provided however that such payment obligation shall not exceed USD\$200,000. In the event that the VMT Entities are unable to submit any of the above itemized bills within 1 (one) Business Day of the Closing Date, the Purchaser shall pay such bills within 3 (three) Business Days from the date of their submission by the VMT Entities.

Except as otherwise provided herein, all costs and expenses incurred in connection with this Acquisition Agreement and the Transactions (including, without limitation, the costs and expenses of any agent, broker, investment banker or other firm or Person engaged by or acting on behalf of Purchaser) shall be paid by the Party incurring such expense.

9.10 Publicity

Any public release or announcement issued by any Party concerning this Acquisition Agreement or the Transactions shall be previously agreed upon in writing between Opera and the Purchaser, it being agreed and understood by each of Opera, the Purchaser, each Company and BM that no public release or announcement issued by any Party or any Company or BM or any of their respective subsidiaries, or any Affiliate, employee, director, agent or representative of any of the foregoing concerning this Acquisition Agreement or the Transactions shall contain any reference to any VMT Entity, including without limitation, VMT, VMTO, V-Lux,

the Bell Atlantic Master Trust or Verizon Communications, Inc. or any of their respective Affiliates, officers, directors, employees, agents or representatives. Notwithstanding anything to the contrary in this Acquisition Agreement, each of Opera, the Purchaser, each Company and BM agrees and acknowledges that its obligations under this Article 9.10 shall survive indefinitely.

9.11 Governing Law

This Acquisition Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of Italy.

9.12 Dispute Resolution and Arbitration

The Parties undertake to resolve, in good faith, all disputes that may arise in relation to the existence, interpretation, validity, efficacy or performance of this Acquisition Agreement, through a conciliation procedure under the Rules of the National and International Arbitration Chamber of Milan, conducted in accordance with the conciliation procedure of the Mediation Service. Such conciliation procedure shall be initiated on application of any one of the Parties.

Should the dispute not be resolved by way of the above conciliation procedure within 45 (forty-five) days from the commencement of the proceedings, it shall be finally settled by arbitration under the Rules of the National and International Arbitration Chamber of Milan. The arbitral tribunal shall consist of three (3) arbitrators, independently from the number of the Parties involved, all of whom shall be appointed by the Arbitration Chamber of Milan and shall operate in accordance with said Rules. The arbitrators shall apply Italian substantive law and shall render their award in law ("*secondo diritto*"). Arbitration shall take place in Milan and will be conducted in English, including arguments and briefs. The filing of documentation in Italian will also be allowed.

The Parties expressly agree that nothing in this clause shall preclude any Party from seeking temporary or preliminary injunctive relief from any court of competent jurisdiction.

9.13 Language

This Acquisition Agreement shall be executed in the English language, which shall be the only language governing this Acquisition Agreement.

If this Acquisition Agreement is translated into the Italian or the French language, the English version shall prevail.

IN WITNESS WHEREOF, the Parties, BM, V-Lux and NI2 have duly executed this Acquisition Agreement in 7 (seven) counterparts and each of them acknowledges having received its own counterpart, as of the date first written above.

VMTO S.à. r.l.

By:

Name:

Title:

VMT III, LLC

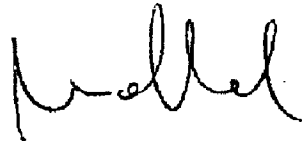
By:

Name:

Title:

Opera Participations SCA

By:

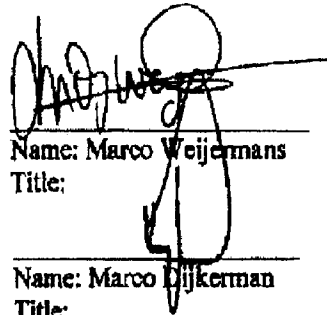


Name: RENATO MORI

Title: DIRECTOR

Sephir Holding S.à. r.l.

By: Manacor (Luxembourg) S.A.



Name: Marco Weijermans


Title:

Name: Marco Dijkerman

Title:

V-Lux S.A.

By:

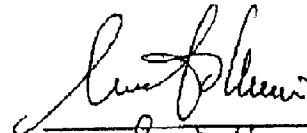


Name: Luisa Salzman

Title: Attorney-in-fact

NewInvest 2 S.A.

By:



Name: Luisa Salzman

Title: Attorney-in-fact

Bruno Magli S.p.A.

Luca Alberi Nelli

By:

Name:

Title:

Chairman

Schedule G

Assignment of receivables agreement entered into on June 12, 2006 by V-
Lux S.A. and VMT III, LLC.

TRADEMARK
REEL: 003483 FRAME: 0039

TRADEMARK
REEL: 004029 FRAME: 0815

June 12, 2006

VMT III, LLC
c/o Bank N.A.
One Mellon Center, Room 1315
Pittsburgh PA 15258, U.S.A.
Attn. Fran Walton

Ladies and Gentlemen:

We make reference to (i) that certain "Note and Securities Purchase Agreement" dated as of December 22, 2005 (the "Initial Purchase Agreement"), under which VMT III, LLC (the "Assignee") has purchased from the undersigned V-Lux S.A. (the "Assignor") a Senior Note due 2010 in the aggregate principal amount of €25,000,000 (the "Initial Note") and (ii) that certain "Note and Securities Purchase Agreement" dated as of today's date (the "Subsequent Purchase Agreement" and together with the Initial Purchase Agreement and with the schedules and exhibits of each of the Initial Purchase Agreement and the subsequent Purchase Agreement and with any security documents contemplated in any of them, as amended, supplemented, restated or otherwise modified from time to time, collectively the "Note Purchase Agreements"), under which the Assignee has purchased from the Assignor a Senior Note due 2010 in the aggregate principal amount of €5,000,000 (the "Subsequent Note" and, together with the Initial Note, collectively, the "Notes"). Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meaning ascribed to them under the Note Purchase Agreements.

As additional security to the Notes, at the terms and subject to the conditions set forth in this letter (this "Agreement"), the Assignor intends to assign by way of security in favor of the Secured Creditor, which intends to acquire, the Receivables (as defined below) in order to secure all of its obligations under the Notes.

1. SCHEDULES AND DEFINITIONS

- 1.1 All schedules hereto constitute an integral and substantial part of this Agreement.
- 1.2 Unless otherwise defined elsewhere in the Agreement or in the Initial Purchase Agreement and in the Subsequent Purchase Agreement, capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this agreement, as from time to time amended and supplemented.

TRADEMARK
REEL: 003483 FRAME: 0040

TRADEMARK
REEL: 004029 FRAME: 0816

"Business Day" means any day other than a Saturday, a Sunday or a day on which commercial banks in Luxembourg, Milan and New York are required or authorized to be closed.

"Enforcement Event" means the occurrence of any Event of Default under any of the Note Purchase Agreements, which has not been cured by the Assignor under the terms of the applicable Notes Purchase Agreement or waived in writing by the Secured Creditor, if, following the occurrence of any such Event of Default, the Secured Creditor has, by written notice to the Assignor, declared the applicable Note to be immediately due and payable.

"Facilities" means, collectively, the credit facilities under which the Assignor is a creditor that are listed in Schedule 1 hereto.

"Security Period" means the period beginning on the date hereof and ending on the date on which the Secured Creditor is satisfied that any and all payments due under the Secured Claims and this Agreement have been unconditionally and irrevocably made and that the Secured Claims have been discharged in full or, if earlier, the date on which the security hereby created has been unconditionally and irrevocably released and discharged by the Secured Creditor.

"Related Security Interests" means, with respect to any Receivable, all of the Assignor's (i) security interests, pledges, privileges, rights and liens from time to time purporting to secure payment of such Receivable, whether pursuant to the Facilities related to such Receivable or otherwise, together with all financing statements or similar filings signed by any obligor relating thereto, and (ii) guarantees (if any), claims and actions (including any action for damages), indemnities, insurance and other agreements (including the related contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable whether pursuant to the contract related to such Receivable or otherwise, including, without limitation, those listed in Schedule 2 hereto.

"Secured Creditor" means VMT III, LLC, and any and all successors and assigns thereto from time to time.

2. SECURITY INTEREST

2.1 As security for the Secured Claims (as defined below), subject to Section 2.2 hereof, the Assignor hereby irrevocably assigns with recourse (*pro solvendo*) by way of security to the Secured Creditor, and the Secured Creditor accepts to acquire from the Assignor, any and all of the Assignor's rights and claims and all of the amounts receivable by the Assignor under or in relation to the Facilities including, without limitation, any and all rights, claims and amounts receivable for any outstanding principal and accrued interest (including default interest), reimbursement of expenses, losses, costs, indemnities and damages and other amounts due to the Assignor with respect to the Facilities (the "Receivables") and the Related Security Interests.

2.2 The Parties agree that the assignment of the Claims pursuant to this Agreement is made with recourse (*pro solvendo*) pursuant to Article 1267 of the Civil Code and that, therefore, the Assignor shall remain liable in case of insolvency of any of the assigned debtors or their pledgors and guarantors (if any) for any reason whatsoever and for the performance of the obligations relating to the Receivables. Accordingly, the Assignee may, without duplication, claim payment of any Secured Claims *vis-à-vis* the Assignor and/or claim payment of the Receivables *vis-à-vis* Bruno Magli and/or NIZ (or any of their respective successors and assigns).

2.3 In order to perfect the transfer of the Related Security Interests, on today's date, the Assignor shall cause the applicable pledgors and guarantors (if any) to expressly accept the transfer of the Related Security Interests to the Secured Creditor in accordance with Article 1263, Second Paragraph of the Italian Civil Code. Without prejudice to the generality of the foregoing, on today's date or as promptly as practicable thereafter, the Assignor shall carry out, and shall cause to be carried out, at the Secured Creditor's expense, any and all actions that are necessary or appropriate in order to perfect the transfer of any Related Security Interests (including the pledges on the "Bruno Magli" trademarks), including by executing, delivering and filing, or causing to be executed, delivered and filed, with the appropriate authorities (including the applicable Italian and foreign patent and trademark offices and shareholders' ledgers), any and all documents, deeds and writings as requested by the Secured Creditor.

3. SECURED CLAIMS

3.1 The security created hereunder (the "Security") constitutes a first priority and continuing security to the Secured Creditor for the following (collectively, the "Secured Claims"):

- (i) the due and punctual payment by the Assignor of the obligations undertaken by it to the Secured Creditor in respect of any and all sums payable under the Notes and the Note Purchase Agreements (including, without limitation, interest, principal, fees, expenses, default interest, Applicable Premiums (if any) or any other amount whatsoever payable to the Secured Creditor);
- (ii) the due and punctual satisfaction of all liabilities, existing and/or future, for which the Assignor is, or may be, or may at any time and from time to time hereafter be liable to the Secured Creditor under or in connection with the Notes and the Note Purchase Agreements (including, without limitation, any and all sums due by the Assignor to the Secured Creditor as indemnity and/or compensation for contractual and/or pre-contractual liability, and/or in tort) and any of the Related Security Interests;
- (iii) the due and punctual payment of any and all sums which the Assignor is or may at any time and from time to time be liable to pay to the Secured Creditor hereunder;
- (iv) the due and punctual satisfaction of any further claim arising with respect to the Notes or under the Note Purchase Agreements; and

(v) the due and punctual payment of any and all amounts which may at any time and from time to time hereafter be payable or expressed or intended to be payable by the Assignor to the Secured Creditor as a consequence of the Note Purchase Agreements being held invalid or ineffective or any payment of the sums referred to in sub-clauses (i), (ii), (iii) and (iv) above being set aside or revoked or declared ineffective pursuant to any applicable insolvency law or otherwise, and in the case of any of the sums, liabilities or monies referred to in sub-clauses (i), (ii), (iii), and (iv) above, whether such sums, liabilities or monies are actual or contingent, and whether any of the same are payable, or whether in respect of them the Assignor may be indebted or liable, alone, severally or jointly as principal, guarantor, surety or otherwise, or in any other manner whatsoever.

4. ABSOLUTE SECURITY INTEREST AND RELEASE OF SECURITY

4.1 All rights of the Secured Creditor under this Agreement, the Security created hereby and all obligations of the Assignor hereunder shall be absolute and unconditional and their validity and existence are autonomous and independent of any amendment to, or waiver under, the Note Purchase Agreements or the Related Security Interests. The above rights and obligations and the Security shall remain valid and shall exist independently from any amendment or waiver which may be agreed in the time, place or manner of payment of the Secured Claims or any part hereof and are to be in addition, and without any prejudice to, any other right, power, remedy or action held by the Secured Creditor under the Note Purchase Agreements or the Related Security Interests.

4.2 Without prejudice to the provisions set forth in Section 4.4, the transfer of title to the Receivables to the Secured Creditor is to be a continuing Security, which shall remain in full force and effect in its entirety until full and unconditional discharge of the Secured Claims, notwithstanding any intermediate payment, even if definitive and irrevocable, in respect of the Secured Claims, and is to be in addition to, and without prejudice to, any other security and/or legitimate privilege, right or guarantee which the Secured Creditor may now or thereafter hold in respect of the Secured Claims or any part of them.

4.3 If all Secured Claims (save those indicated under Section 3.1(v) above), or only some of them, are satisfied, even only in part, prior to their respective terms under the Note Purchase Agreements, notwithstanding the full and timely satisfaction of all Secured Claims (save those indicated under Section 3.1(v)), the Security shall remain in full force and effect in relation to the Secured Claims referred to in Section 3.1(v) above until the end of the Security Period.

4.4 Upon release of the Security created hereby or, as the case may be, expiration of the Security Period, (i) this Agreement and the Security created hereby shall be terminated and all rights on the Receivables and in the Related Security Interests shall be re-attributed to the Assignor and (ii) the Secured Creditor, as soon as reasonably practicable, shall, at the expenses of the Assignor, consent to the cancellation of the security created pursuant to this Agreement and perform any act as may be necessary or advisable in order to effect the foregoing.



5. ACCEPTANCE OF THE ASSIGNMENT

On today's date, following the execution of this Agreement, the Assignor shall (i) cause Bruno Magli and NI2 to accept with a document bearing certain date (*data certa*), also pursuant to Article 1248, First Paragraph, of the Italian Civil Code, the assignment by way of security provided for herein in the form respectively of Schedule 3 and Schedule 4 and (ii) promptly provide the Secured Creditor with evidence of such acceptances.

6. ADDITIONAL AGREEMENTS

6.1 The Secured Creditor shall have no duty or liability to preserve the Receivables and the rights pertaining thereto and shall not be required to assume or be under any obligation in any manner to perform or fulfill any obligation of the Assignor under or in connection with this Agreement or, generally, with the Receivables.

6.2 The Assignor will do, or cause to be done, such things, and execute and deliver, or cause to be executed and delivered, to the Secured Creditor any and all deeds, documents and writings as may be necessary or appropriate to perfect the Secured Creditor's title to, or for vesting the entire benefit of, the Receivables and the Related Security Interests or for perfecting the security intended to be created hereby.

6.3 Prior to the occurrence of any Enforcement Event, the Secured Creditor shall refrain from demanding any payment from Bruno Magli and/or NI2 in respect of the Receivables or otherwise from enforcing any of its rights under the Receivables and the Related Security Interests and shall do nothing that would reasonably be likely to cause the Assignor, Bruno Magli or NI2 to be in breach of their respective obligations under the Standstill Agreement.

6.4 Prior to the occurrence of any Enforcement Event, all monies received by the Secured Creditor in relation to the Receivables shall be allocated to the prepayment of the Notes.

6.5 The Secured Creditor may at any time and from time to time, by giving 5 (five) Business Days prior written notice to the Assignor, delegate or grant by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Secured Creditor under this Agreement and the Note Purchase Agreements in relation to any security given hereunder and any such delegation may be conferred upon such terms and conditions (including the power to sub-delegate) and according to the modalities as the Secured Creditor will deem appropriate.

6.6 If the Assignor fails to perform in due time any activity, agreement or obligation contained herein, the Secured Creditor, may (but shall not be obliged to) perform, or cause performance of, any such activity, agreement or obligation to the extent any such failure remains uncured after 5 (five) Business Days of the giving of written notice thereof to the Assignor, and any reasonable and documented expenses of the Secured Creditor incurred in connection therewith shall be payable by the Assignor.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Assignor hereby represents and warrants to the Secured Creditor that:

- (i) it has power, authority and legal right to enter into this Agreement and to grant the assignment by way of security of the Receivables and the Related Security Interests;
- (ii) the Assignor is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority to conduct its business as now conducted;
- (iii) there are no provisions of law and/or regulations (other than laws and/or regulations affecting the rights of creditors generally) and/or agreements and/or instruments which prohibit or jeopardise the assignment by way of security of the Receivables and the Related Security Interests;
- (iv) each of the Facilities, each Related Security Interests and any other agreement, deed or document relating thereto is valid and enforceable and constitutes valid and legal obligations, binding on each party thereto and have been entered into, executed and performed in compliance with all applicable laws, rules and regulations;
- (v) there are no actions, suits or other proceedings, whether of a judicial or arbitral nature, pending or, to the best of its knowledge, threatened before any court, arbitral panel, commission or other governmental authority, Italian or foreign, which could affect in whole or in part any of the Receivables or the Related Security Interests;
- (vi) each of the Related Security Interests is existing and has been duly granted, created, perfected and maintained and remains valid and enforceable in accordance with the terms upon which it was granted, meets all requirements under all applicable laws and regulations and is not affected by any defect, it being understood that the pledges on the "Bruno Magli" trademarks will have to be recorded before the competent offices;
- (vii) it has good and marketable title to the Receivables, free and clear of any liens, security interests, pledges, usufructs, options, privileges, pre-emption or other third party rights, charges or encumbrances of any type or nature whatsoever, other than those created under the Related Security Interests;
- (viii) it has not assigned, charged, pledged or created any other form of security interest over any of its rights, title or interest to or in the Receivables or Related Security Interests or otherwise agreed to sell or transfer any of its rights, title or interest to any of the foregoing;
- (ix) this Agreement creates, upon its execution and acceptance, a perfected, valid and enforceable *vis-à-vis* any third party assignment by way of security of the Receivables in favour of the Secured Creditor, securing the payment and performance of the Secured Claims; and

(x) the Receivables are valid, existing and enforceable in accordance with their respective terms for the amounts set forth in Schedule 1 plus interest and other amounts payable thereon under the Facilities.

7.2 The representations and warranties set forth in this Article 7 are made by the Assignor on the date of this Agreement and shall be deemed to be repeated, unless waived by the Secured Creditor, by reference to the facts and circumstances then existing on and as of the date on which any sum being the Receivables is paid under the Facilities.

8. REMEDIES UPON DEFAULT

8.1 At any time following the occurrence of an Enforcement Event, the Secured Creditor shall be entitled to declare the Receivables immediately due and payable in accordance with their respective terms without any demand or notice, enforce the Related Security Interests, and cause any proceeds deriving from the Receivables to be applied against any and all of the Secured Claims which are then due and payable in accordance with the applicable provision(s) of the Note Purchase Agreements.

8.2 Each right, power and remedy exercisable by the Secured Creditor under this Agreement or now or hereafter existing under applicable law, shall be cumulative and concurrent and is to be in addition to every any such right, power or remedy provided for by law or contract. The exercise or beginning of the exercise by the Secured Creditor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or otherwise shall not preclude the simultaneous or later exercise by the Secured Creditor of all such other rights, powers or remedies, and no failure or delay on the part of the Secured Creditor to exercise any such right, power or remedy under this Agreement and/or the Note Purchase Agreements shall operate as a waiver thereof.

8.3 Without prejudice to the assignment by way of security of the Receivables hereunder, in the event of an enforcement of the security created hereunder by the Secured Creditor, the Assignor hereby irrevocably appoints, for the benefit and in the interest of the Secured Creditor, pursuant to Article 1723, paragraph 2, of the Italian Civil Code, in derogation to Article 1394 of the Italian Civil Code and by way of authorization under Article 1395 of the Italian Civil Code, the Secured Creditor to act in its name and on its behalf as from today's date until the expiry of the Security Period, with the irrevocable power and authority (subject however to the restrictions provided in Section 6.3 above) to, in the name and on behalf of the Assignor:

- (i) exercise any right, claim, and/or action pertaining to the Assignor under the Facilities and Related Security Interests, *vis-à-vis* Bruno Magli and NI2 respectively and any of their respective successors, assignees or transferees; and
- (ii) transfer or otherwise dispose of or do such things and perform such acts, as are necessary or reasonably required for, *inter alia*, the enforcement of the Security created hereunder, including the assignment of the Receivables or any part thereof to third parties.

- 8.4 All cash proceeds collected by the Secured Creditor upon any sale, collection or other realization of the Receivables, shall be applied by the Secured Creditor as prepayment of the Notes in accordance with the applicable provision(s) of the Note Purchase Agreements.
- 8.5 For the avoidance of doubt, in the event that the proceeds of any such sale, collection or realization are insufficient to pay all the Secured Claims, the Assignor shall remain liable for the shortfall, in accordance with this Agreement and the Note Purchase Agreements.
- 8.6 For the avoidance of doubt, in the event that the proceeds of any such sale, collection or realization exceed the amount payable under the Secured Claims, the excess balance shall be returned to the Assignor upon the expiry of the Security Period.

9. NOTICES

- 9.1 Each notice, request, demand or other communication under this Agreement shall be made in accordance with the Note Purchase Agreements, without prejudice to the following provisions set forth under this Article 9.
- 9.2 For the purposes of Section 9.1 above, all notices or other communications under or in connection with this Agreement shall be given in writing or facsimile in the English language. Any such notice will be deemed to be given as follows:
- (i) if in writing, when delivered; and
 - (ii) if by facsimile, when received.

However, a notice given in accordance with the above but received on a day which is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the following Business Day in that place.

- 9.3 The Assignor's address and facsimile number for notices as at the date of this Agreement are:

V-Lux S.A.
c/o Opera Participations S.c.a.
18, Avenue de la Porte Nueve
Luxembourg
Facsimile: 00352 26270887

With a copy to:

Vita Samory, Fabbrini e Associati
Corso Matteotti, 10 - 20121 Milano
Fax: +39 0276394361

Attention: Luca Fabbrini / Francesco Seassaro

or such other address as the Assignor may notify to the Secured Creditor by not less than 5 (five) Business Days' notice.

9.4 The Secured Creditor's address and facsimile number for service of notices as at the date of this Agreement are:

VMI III, LLC
c/o Bank N.A.
One Mellon Center
Pittsburgh PA 15258
Room 1315
Att. Fran Walton

With copies to:

Verizon Investment Management Corp.
695 Main Street, Suite 600
Stamford, Connecticut 06901 (U.S.A.)
Facsimile: (203) 965-3300
Attention: Conrad Francis

Verizon Investment Management Corp.
695 Main Street
Suite 600
Stamford, Connecticut 06901
Facsimile: (203) 965-6386
Attention: Bruce Franzese, Esq.

Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
Phone: (617) 951-7000
Facsimile: (617) 951-7050
Attention: Ann L. Milner, Esq.

or such other as the Secured Creditor may notify to the Assignor by giving not less than 5 (five) Business Days' notice.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of Italy.

10.2 The courts of Milan shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the security created hereunder, with the express exclusion of jurisdiction of any other competent court and without prejudice to the mandatory jurisdiction provided under applicable law. Nothing contained herein shall prevent the Secured Creditor from commencing proceedings before any other court of competent jurisdiction pursuant to applicable laws.

11. MISCELLANEOUS

- 11.1 No amendment, modification, termination or waiver of any provision of this Agreement, shall in any event be effective without the written consent of the parties hereto. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Assignor in any case shall entitle the Assignor to any further notice or demand in similar or other circumstances.
- 11.2 This Agreement shall constitute a security in the Receivables and shall be binding on the Assignor and its successors and shall inure (together with all rights and remedies of the Secured Creditor hereunder), to the benefit of the Secured Creditor and the Assignor undertakes, promptly upon being requested to do so by the Secured Creditor, to enter into such documents as may be necessary or reasonably opportune to maintain in full force and effect the security in the Receivables and the Related Security Interests following any modification in the side of the Assignor.
- 11.3 This Agreement shall remain in full force and effect independently of any other security or guarantee that may be issued or granted to the Secured Creditor by any person, including the Assignor, in respect of the Secured Claims and may be enforced by the Secured Creditor without prior recourse to any other security, right or remedy available to it.
- 11.4 Each of the security created hereunder on a Receivable is several from any other security created by this Agreement on the other Receivables and the illegality, invalidity or unenforceability of any of the security created hereunder on a Receivable shall not affect the legality, validity or enforceability of any other security interest under this Agreement.
- 11.5 If and to the extent that any provision in this Agreement, shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement, or of the other obligations of the Assignor under any of such provisions, or of such provision or obligation in any other jurisdiction, or of such provision to the extent not invalid, illegal or unenforceable shall not in any way be affected or impaired thereby.
- 11.6 All payments by the Assignor hereunder shall be made without set-off or counterclaim against any credit rights of whatsoever nature against any of the Secured Creditor.
- 11.7 In case of transfer, assignment or novation (*novazione*) of the Note Purchase Agreements and/or the Secured Claims, and in the case of any modification in the side of the debtor (*successione dal lato passivo*), including but not limited to the assumption of obligations (*accollo, espromissione*), merger (*fusione*) and de-merger (*scissione*), the Assignor irrevocably undertakes to sign and deliver to the Secured Creditor an acknowledgement deed (*atto ricognitivo*) or any other deed, document or instrument reasonably requested by the Secured Creditor to ensure the validity and enforceability of the pledge following such modification within 3 (three) days from the date on which the Note Purchase Agreements and/or the Secured Claims have been transferred, assigned, novated or such modification occurs.

11.8 No failure or delay on the part of the Secured Creditor in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of, any rights or remedies otherwise available.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this Agreement and return it to us, whereupon the foregoing shall become a binding agreement between you and us.

Very truly yours,

V-LUX S.A.

By: 

Name: *Georg Fabrice*

Title: *A. Honorary - in - fact*

THE FACILITIES

12

**TRADEMARK
REEL: 003483 FRAME: 0051**

**TRADEMARK
REEL: 004029 FRAME: 0827**

1. "Contratto di finanziamento a lungo termine ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e successive modificazioni e integrazioni" (€ 10.845.594,88) (the "Capex Facility Agreement") entered into as of January 31, 2003 by and among Bruno Magli S.p.A., as borrower ("Bruno Magli") and Centrobanca S.p.A. ("CB"), Banca di Roma S.p.A. ("BdR"), and Unicredit Banca d'Impresa S.p.A., as lenders ("UBI" and together with CB and BdR, collectively, the "Banks") (Notaio Fausta Piazza, Milano, Rep. 323598/5835) (Annex 1). On December 22, 2005 (Annex 1 bis) and on today's date (Annex 1 ter), V-Lux S.A. ("V-Lux") and Bruno Magli have entered into amendment agreements.

(NB): (1) UBI, on one side, and BdR and CB, on the other side, have, respectively on December 15 and 22, 2005, assigned all the amounts receivable under the Capex Facility Agreement (and related security interests) owned by them to Luca Amedeo Ramella ("LAR"), acting on his own and not on behalf of Bruno Magli (Annex 1.A). (2) On December 23, 2005, LAR has assigned all such receivables (and related security interests) to V-Lux (Annex 1.B).

2. "Contratto di finanziamento a medio termine e di concessione di linea di credito revolving ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e successive modificazioni e integrazioni" (€ 73.392.000,00) (the "Medium Term Loan Agreement") entered into as of May 28, 2003 by and among Bruno Magli, as borrower, and the Banks, as lenders (Notaio Fausta Piazza, Milano, Rep. 324739/6429) (Annex 2). On March 3, 2004, New Invest 2 S.A. ("NI2") and CB and BdR have amended the Medium Term Loan Agreement (Annex 2 bis). On December 22, 2005 BdR, NI2, Bruno Magli and V-Lux have entered into an amendment (Annex 2 ter) and a so-called Standstill Agreement (Annex 2 quater).

(NB): (1) On March 1, 2004, UBI has assigned all the amounts receivable under the Medium Term Loan Agreement (and related security interests) owned by it to LAR, acting on his own and not on behalf of Bruno Magli (Annex 2.A). (2) On March 29, 2004, LAR has assigned all the amounts receivables under the Medium Term Loan Agreement (and related security interests) owned by him to NI2 (Annex 2.B). (3) On March 29, 2004, NI2 has assumed all the obligations of Bruno Magli towards CB and BdR under the Medium Term Loan Agreement and Bruno Magli has been released (Annex 2.C). (4) On December 22, 2005, CB has assigned all the amounts receivable under the Medium Term Loan Agreement (and related security interests) owned by it to LAR, acting on his own and not on behalf of Bruno Magli (Annex 2.D). (5) On December 23, 2005 LAR has assigned all the amounts receivables under the Medium Term Loan Agreement (and related security interests) owned by him to V-Lux (Annex 2.E).

3. "Contratto di finanziamento a medio termine e di concessione di linea di credito revolving ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e

successive modificazioni e integrazioni" (€ 10.329.000,00) (the "Revolving Facility Agreement") entered into as of January 31, 2003 by and among Bruno Magli, as borrower and the Banks, as lenders (*Notaro Fausta Piazza, Milano, Rep. 324739/6429*) (Annex 3). On December 22, 2005 (Annex 3 bis) and on today's date (Annex 3 ter), V-Lux and Bruno Magli have entered into amendment agreements.

(NB): (1) On December 22, 2005, the Banks have assigned all the amounts receivable under the Revolving Facility Agreement (and related security interests) owned by them to LAR, acting on his own and not on behalf of Bruno Magli (Annex 3.A). 2) On December 23, 2005, LAR has assigned all such receivables (and related security interests) to V-Lux (Annex 3.B).

RELATED SECURITY INTERESTS

The Capex Facility Agreement is secured by first ranking pledges over:

- (A) shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of January 31, 2003 by and among Opera Management S.A. and VMTO S. à r.l. (as pledgors) and CB, BdR, and UBI (as pledgees) (Annex 4);
- (B) shares representing 8,0292% of the share capital of Bruno Magli under a pledge agreement entered into as of January 31, 2003 by and among NI2 (as pledgor) and CB, BdR, UBI (as pledgees) (*Notaio Fausta Piazza, Rep. 323599/5836*) (Annex 5); and
- (C) the Italian, E.U., U.S. trademarks owned by Bruno Magli under a pledge agreement entered into as of January 31, 2003 by and among Bruno Magli (as pledgor) and CB, BdR, UBI (as pledgees) (Annex 6).

(NB) Following the assignment of their amounts receivable under the Capex Facility Agreement (and related security interests) to LAR, on, respectively, December 23, 2005 as for CB (*Notaio Gabriele Franco Maccarini, Rep.42.437*) and March 13, 2006 as for UBI (*Notaio Zeno Cicogna, Rep. 566736*) have granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. (Annex 7). On December 23, 2005, (*Notaio Enrico Lainati, Rep 6171*) following the assignment of his amounts receivable under the Capex Facility Agreement (and related security interests) to V-LUX, LAR has granted a power of attorney to V-LUX for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices (Annex 8). On June 8, 2006, BdR has granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. (Annex 9).

The Revolving Facility Agreement is secured by second ranking pledges over:

- (A) shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of May 28, 2003 by and among Opera Management S.A. and VMTO S. à r.l. (as pledgors) and CB, BdR, and UBI (as pledgees) (Annex 10);
- (B) shares representing 8,0292% of the share capital of Bruno Magli under a pledge agreement entered into as of May 28, 2003 by and among NI2 (as pledgor) and CB, BdR, UBI (as pledgees) (*Notaio Fausta Piazza, Rep. 324723/6423*) (Annex 11); and
- (C) the Italian, E.U., U.S. trademarks owned by Bruno Magli under a pledge agreement entered into as of May 28, 2003 by and among Bruno Magli (as pledgor) and CB, BdR, UBI (as pledgees) (Annex 12).

(NB) Following the assignment of their amounts receivable under the Capex Facility Agreement (and related security interests) to LAR, on December 23, 2005 CB (*Notaio Gabriele Franco Maccarini, Rep. 42.437*), whereas UBI on March 13, 2006 (*Notaio Zeno Cicogna, Rep. 566736*) have granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices (Annex 13). On December 22, 2005, (*Notaio Enrico Lainati, Rep. 6171*) following the assignment of his amounts receivable under the Capex Facility Agreement (and related security interests) to V-LUX, LAR has granted a power of attorney to V-LUX for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices (Annex 14). On June 8, 2006, BdR has granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices (Annex 15).

The Medium Term Loan Agreement is secured by:

- (A) a third ranking pledge over shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of March 29, 2004 by and among Opera Management S.A. and VMTO S. à r.l. (as pledgors) and CB, BdR, and UBI (as pledgees) (Annex 16);
- (B) a third ranking pledge over shares representing 8.0292% of the share capital of Bruno Magli under a pledge agreement entered into as of March 29, 2004 by and among NI2 (as pledgor) and CB and BdR (as pledgees) (Annex 17); and
- (C) a first ranking pledge over receivables for an aggregate principal amount of €8,262,000 owned by NI2 under a shareholder's loan to Bruno Magli, pledge agreement entered into as of March 29, 2004 by and among NI2 (as pledgor) and CB, BdR, and UBI (as pledgees) (Annex 18).

[DATE]

VMT III, LLC
c/o Bank N.A.
One Mellon Center, Room 1315
Pittsburgh PA 15258, U.S.A.
Attn: Fran Walton

Copy to:

V-Lux S.A.
c/o Opera Participations S.c.a.
18, Avenue de la Porte Neuve
Luxembourg

Ladies and Gentlemen:

We have been informed that, on today's date, V-Lux S.A. has assigned to you with recourse (*pro solvendo*), by way of security, all of its rights, claims and amounts receivable with respect to the credit facilities that are listed in Annex A under which we are borrower (the "Credit Facilities"), together with the related security rights and interests that are better described in Annex A (all of such rights, claims and amounts receivables under the Credit Facilities, together with such related security rights and interests, collectively, the "Receivables").

Also for purposes of Articles 1248 (First Paragraph), 1264 and 1265 of the Italian Civil Code, we hereby expressly accept the assignment of the Receivables to you and, in connection therewith, will promptly execute and deliver, or cause to be executed and delivered, any documents, certificates, instruments or writings that you may require in order to perfect the above assignment. Without prejudice to the foregoing, we will not, without your prior written consent, request, consent or agree to any amendment, variation, novation, waiver, of any of the Credit Facilities or the Receivables. Starting from the date hereof, any payment due by us to V-Lux S.A. in relation to the Receivables shall be made to your bank account which you will previously notify to us by reasonable advance written notice.

Very truly yours,

Bruno Magli S.p.A.

By: _____
Name:
Title:

1. "Contratto di finanziamento a lungo termine ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e successive modificazioni e integrazioni" (€ 10.845.594,88) (the "Capex Facility Agreement") entered into as of January 31, 2003 by and among Bruno Magli S.p.A., as borrower ("Bruno Magli") and Centrobanca S.p.A. ("CB"), Banca di Roma S.p.A. ("BdR"), and Unicredit Banca d'Impresa S.p.A., as lenders ("UBI" and together with CB and BdR, collectively, the "Banks") (Notaio Fausta Piazza, Milano, Rep. 323598/5835). On December 22, 2005, and on today's date, V-Lux S.A. ("V-Lux") and Bruno Magli have entered into amendment agreements.

(NB): (1) UBI, on one side, and BdR and CB, on the other side, have, respectively on December 15 and 22, 2005, assigned all the amounts receivable under the Capex Facility Agreement (and related security interests) owned by them to Luca Amedeo Ramella ("LAR"), acting on his own and not on behalf of Bruno Magli. (2) On December 23, 2005, LAR has assigned all such receivables (and related security interests) to V-Lux.

2. "Contratto di finanziamento a medio termine e di concessione di linea di credito revolving ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e successive modificazioni e integrazioni" (€ 10.329.000,00) (the "Revolving Facility Agreement") entered into as of January 31, 2003 by and among Bruno Magli, as borrower and the Banks, as lenders (Notaio Fausta Piazza, Milano, Rep. 324739/6429). On December 22 2005 and on today's date, V-Lux and Bruno Magli have entered into amendment agreements.

(NB): (1) On December 22, 2005, the Banks have assigned all the amounts receivable under the Revolving Facility Agreement (and related security interests) owned by them to LAR), acting on his own and not on behalf of Bruno Magli. 2) On December 23, 2005, LAR has assigned all such receivables (and related security interests) to V-Lux.



TRADEMARK
REEL: 003483 FRAME: 0058

TRADEMARK
REEL: 004029 FRAME: 0834

The Capex Facility Agreement is secured by first ranking pledges over:

- (A) shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of January 31, 2003 by and among Opera Management S.A. and VMTO S. à r. l. (as pledgors) and CB, BdR, and UBI (as pledgees);
- (B) shares representing 8,0292% of the share capital of Bruno Magli under a pledge agreement entered into as of January 31, 2003 by and among NI2 (as pledgor) and CB, BdR, UBI (as pledgees) (Notaio Fausta Piazza, Rep. 323599/5836); and
- (C) the Italian, E.U., U.S. trademarks owned by Bruno Magli under a pledge agreement entered into as of January 31, 2003 by and among Bruno Magli (as pledgor) and CB, BdR, UBI (as pledgees).

(NB) Following the assignment of their amounts receivable under the Capex Facility Agreement (and related security interests) to LAR, on, respectively, December 23, 2005 as for CB (Notaio Gabriele Franco Maccarini, Rep. 42.437) and March 13, 2006 as for UBI (Notaio Zeno Cicogna, Rep. 566736) have granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. On December 23, 2005, (Notaio Enrico Lainati, Rep. 6171) following the assignment of his amounts receivable under the Capex Facility Agreement (and related security interests) to V-LUX, LAR has granted a power of attorney to V-LUX for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. On June 8, 2006, BdR has granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices.

The Revolving Facility Agreement is secured by second ranking pledges over:

- (A) shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of May 28, 2003 by and among Opera Management S.A. and VMTO S. à r. l. (as pledgors) and CB, BdR, and UBI (as pledgees);
- (B) shares representing 8,0292% of the share capital of Bruno Magli under a pledge agreement entered into as of May 28, 2003 by and among NI2 (as pledgor) and CB, BdR, UBI (as pledgees) (Notaio Fausta Piazza, Rep. 324723/6423); and
- (C) the Italian, E.U., U.S. trademarks owned by Bruno Magli under a pledge agreement entered into as of May 28, 2003 by and among Bruno Magli (as pledgor) and CB, BdR, UBI (as pledgees).

(NB) Following the assignment of their amounts receivable under the Capex Facility Agreement (and related security interests) to LAR, on December 23, 2005 CB (*Notaio Gabriele Franco Maccarini, Rep.42.437*), whereas UBI on March 13, 2006 (*Notaio Zeno Cicogna, Rep. 566736*) have granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. On December 22, 2005, (*Notaio Enrico Lainati, Rep. 6171*) following the assignment of his amounts receivable under the Capex Facility Agreement (and related security interests) to V-LUX, LAR has granted a power of attorney to V-LUX for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices. On June 8, 2006, BdR has granted a power of attorney to LAR for the purpose of registering the trademarks that are subject to the pledge agreement referred to in (C) above with the competent trademarks offices.

TRADEMARK
REEL: 003483 FRAME: 0060

TRADEMARK
REEL: 004029 FRAME: 0836

[DATE]

VMT III, LLC
c/o Bank N.A.
One Mellon Center, Room 1315
Pittsburgh PA 15258, U.S.A.
Attn. Fran Walton

Copy to:

V-Lux S.A.
c/o Opera Participations S.c.a.
18, Avenue de la Porte Neuve
Luxembourg

Ladies and Gentlemen:

We have been informed that, on today's date, V-Lux S.A. has assigned to you with recourse (*pro solvendo*), by way of security, all of its rights, claims and amounts receivable with respect to the credit facilities that are listed in Annex A under which we are borrower (the "Credit Facility"), together with the related security rights and interests that are better described in Annex A (all of such rights, claims and amounts receivables under the Credit Facility, together with such related security rights and interests, collectively, the "Receivables").

Also for purposes of Articles 1248 (First Paragraph), 1264 and 1265 of the Italian Civil Code, we hereby expressly accept the assignment of the Receivables to you and, in connection therewith, will promptly execute and deliver, or cause to be executed and delivered, any documents, certificates, instruments or writings that you may require in order to perfect the above assignment. Without prejudice to the foregoing, we will not, without your prior written consent, request, consent or agree to any amendment, variation, novation, waiver, of any of the Credit Facilities or the Receivables. Starting from the date hereof, any payment due by us to V-Lux S.A. in relation to the Receivables shall be made to your bank account which you will previously notify to us by reasonable advance written notice.

Very truly yours,

New Invest S.A.

By: _____
Name:
Title:

1. "Contratto di finanziamento a medio termine e di concessione di linea di credito revolving ai sensi del D.P.R. 29 settembre 1973 n. 601 titolo IV e successive modificazioni e integrazioni" (€ 73.392.000,00) (the "Medium Term Loan Agreement") entered into as of May 28, 2003 by and among Bruno Magli, as borrower, and the Banks, as lenders (*Notaio Fausta Piazza, Milano, Rep. 324739/6429*). On March 3, 2004, New Invest 2 S.A. ("NI2") and CB and BdR have amended the Medium Term Loan Agreement. On December 22, 2005 BdR, NI2, Bruno Magli and V-Lux have entered into an amendment (Annex 2 ter) and a so-called *Standstill Agreement*.

(NB): (1) On March 1, 2004, UBI has assigned all the amounts receivable under the Medium Term Loan Agreement (and related security interests) owned by it to LAR, acting on his own and not on behalf of Bruno Magli. (2) On March 29, 2004, LAR has assigned all the amounts receivables under the Medium Term Loan Agreement (and related security interests) owned by him to NI2. (3) On March 29, 2004, NI2 has assumed all the obligations of Bruno Magli towards CB and BdR under the Medium Term Loan Agreement and Bruno Magli has been released. (4) On December 22, 2005, CB has assigned all the amounts receivable under the Medium Term Loan Agreement (and related security interests) owned by it to LAR, acting on his own and not on behalf of Bruno Magli. (5) On December 23, 2005 LAR has assigned all the amounts receivables under the Medium Term Loan Agreement (and related security interests) owned by him to V-Lux.

The Medium Term Loan Agreement is secured by:

- (A) a third ranking pledge over shares representing 99.94% of the share capital of NI2 under a pledge letter agreement entered into as of March 29, 2004 by and among Opera Management S.A. and VMTO S. à r.l. (as pledgors) and CB, BdR, and UBI (as pledgees);
- (B) a third ranking pledge over shares representing 8.0292% of the share capital of Bruno Magli under a pledge agreement entered into as of March 29, 2004 by and among NI2 (as pledgor) and CB and BdR (as pledgees); and
- (C) a first ranking pledge over receivables for an aggregate principal amount of €8,262,000 owned by NI2 under a shareholder's loan to Bruno Magli, pledge agreement entered into as of March 29, 2004 by and among NI2 (as pledgor) and CB, BdR, and UBI (as pledgees).

Schedule H

List of the Italian, European and US trademarks of Bruno Magli S.p.A. covered by a first and second ranking pledge in favor of VMT III, LLC. and by a third ranking pledge in favor of New Invest 2 S.A..

TRADEMARK
REEL: 003483 FRAME: 0063

TRADEMARK
REEL: 004029 FRAME: 0839

Num. Caso	Marchio	Tipo	Titolare/Cliente	Nazione	Data	Numero	Scadenza
70	AD01395 *T03	MAGLI	T 990186 BRUNO MAGLI S. ITALIA 008364 BRUNO MAGLI S.	ITALIA	Dep.:13/08/99 Reg.:10/09/02	GE99C000310 874383	16/11/2009
		Classi Int.: 18,25	Parola				
71	07512	MAGLI	T 990186 BRUNO MAGLI S. ITALIA 008364 BRUNO MAGLI S.	ITALIA	Dep.:16/08/04 Reg.:	B020040000826	15/03/2014
		Classi Int.: 25	Parola				
115	AD01396 *T03	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. ITALIA 008364 BRUNO MAGLI S.	ITALIA	Dep.:21/07/00 Reg.:	GE2000C000325	14/10/2010
		Classi Int.: 10,25	Figurativo				
116	AD01397 *T03	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. ITALIA 008364 BRUNO MAGLI S.	ITALIA	Dep.: 8/05/02 Reg.:	GE2002C000134	23/06/2012
		Classi Int.: 03,09,10,14,16,18,20,21,25,26,28,34	Figurativo				
117	06463	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. ITALIA 008364 BRUNO MAGLI S.	ITALIA	Dep.:13/02/06 Reg.:	B02006C000191	21/02/2016
		Classi Int.: 16,35,42	Figurativo				
67	00442 *T03	MAGLI	T 990186 BRUNO MAGLI S. COMUNITARIO 008364 BRUNO MAGLI S.	COMUNITARIO	Dep.:14/07/99 Reg.:12/09/00	1241371 1241371	14/07/2009
		Classi Int.: 18,25,36 Classi Int.: 25	Parola				
84	00443 *T03	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. COMUNITARIO 008364 BRUNO MAGLI S.	COMUNITARIO	Dep.:14/07/99 Reg.:12/09/00	1241439 1241439	14/07/2009
		Classi Int.: 16,25,35	Figurativo				
4	07787 *T03	BRUNO MAGLI	T 990186 BRUNO MAGLI S. U.S.A. 008364 BRUNO MAGLI S.	U.S.A.	Dep.: Reg.: 8/02/01	907217	2/02/2011
		Classi Int.: 25	Parola				
145	07785 *T03	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. U.S.A. 008364 BRUNO MAGLI S.	U.S.A.	Dep.:28/07/87 Reg.:12/04/88	674.993 1.484.375	12/04/2008
		Classi Int.: 25	Figurativo				
146	07786 *T03	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. U.S.A. 008364 BRUNO MAGLI S.	U.S.A.	Dep.: 4/03/86 Reg.:29/11/88	586,102 1,514,704	29/11/2008
		Classi Int.: 42	Figurativo				
147	09015	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. U.S.A. 008364 BRUNO MAGLI S.	U.S.A.	Dep.: Reg.:22/10/04	1294481	11/09/2014
		Classi Int.: 25	Figurativo				
148	09111	MB BRUNO MAGLI	T 990186 BRUNO MAGLI S. U.S.A. 008364 BRUNO MAGLI S.	U.S.A.	Dep.: Reg.: 3/05/05	1303711	6/11/2014
		Classi Int.: 18	Figurativo				

TRADEMARK
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TRADEMARK
REEL: 004029 FRAME: 0840

Schedule K

Standstill agreement entered into on December 22, 2005 (as amended on June 5, 2006) by V-Lux S.A., Banca di Roma S.p.A. and Bruno Magli S.p.A.

TRADEMARK
REEL: 003483 FRAME: 0065

TRADEMARK
REEL: 004029 FRAME: 0841



Banca di Roma

New Invest 2 S.A.
18, Avenue de la Porte Neuve
L-2227 Luxembourg

V-Lux S.A.
21, Rue de Nassau
L-2227 Luxembourg

Bruno Magli S.p.A.
Via Larga, 33
40138 Bologna, Italy

With a copy to:

VMT III, LLC
c/o Mellon Bank N.A.
One Mellon Bank Center, Room
1315
Pittsburgh (PA) 15258-0001, U.S.A.

June 5 th, 2006

CONFIDENTIAL

Re: Standstill Agreement

Gentlemen:

Reference is made to the Standstill Agreement entered into among us on December 22, 2005 (the "Standstill Agreement"), also for the benefit of VMT III, LLC ("VMT"). Unless otherwise defined, capitalized terms used herein shall have the same meaning ascribed to them in the Standstill Agreement.

We understand that, following the issuance on December 22, 2005 of the "Company's Senior Note due 2010" in an aggregate principal amount of €25,000,000, (i) V-Lux desires to issue and sell to VMT a subsequent note in an aggregate principal amount of € 5,000,000 (the "Subsequent Note") having the same terms and conditions of the Note; (ii) V-Lux and NI, as sole shareholders of BM, desire to vote all of their respective shares in BM in favor of a capital increase for a total consideration of € 5,450,000 after a reduction of the share capital of BM due to losses incurred up to march 2006 as required by law. V-Lux and/or NI will have the option to subscribe the Capital Increase, in whole or in part, within a term of 30 days from the relevant resolution of the shareholders' meeting. V-Lux intends to subscribe all New BM Shares offered to it (approximately equal to 92% of the Capital Increase) and pay the aggregate price for such New BM Shares by using all of the net proceeds deriving from the issuance and sale of the Subsequent Note to VMT; NI will decide within the said term of 30 days, in accordance with the instructions received from the undersigned Banca di

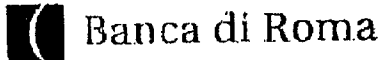
Società per Azioni
Sede legale in Roma, Viale M. Tupini (It. 00144 Roma)
Capitale Sociale Euro 2.000.000.000,00
Inscritta al Registro delle Imprese di Roma
Codice Fiscale e Partita IVA n. 0197781005

Aderente al Fondo Interbancario di Tutela dei Depositi
La società è iscritta all'Albo delle Banche al n. 999 ed appartiene
al Gruppo Bancario Capitalia, iscritto all'Albo dei Gruppi Bancari
Sito Internet: www.bancadiroma.it
Società responsabile dell'attività di direzione e di coordinamento di Capitalia S.p.A.

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TRADEMARK
REEL: 004029 FRAME: 0842

06 6707 8101



Roma S.p.A., whether (a) not to subscribe any of the New BM Shares offered to it, and thus be diluted by V-Lux, or (b) to subscribe all the New BM Shares offered to it (approximately equal to 8% of the Capital Increase) and pay the aggregate price for such New BM Shares by offsetting a portion of its amounts receivable under the Shareholder's Loan.

The first ranking pledge in favor of VMT now existing on all of the BM shares currently held by V-Lux as security for the repayment of the Note will be extended to all of the New BM Shares that will be issued to V-Lux upon the subscription by it of the relevant portion of the Capital Increase. The Subsequent Note will be secured (a) by the same first ranking pledge in favor of VMT on all of the BM shares currently held by V-Lux and on all of the New BM Shares that will be issued to V-Lux upon the subscription by it of the relevant portion of the Capital Increase, and (b) by the assignment to VMT of the amounts receivable by V-Lux under the Medium Term Loan, the Capex Facility and the Revolving Facility, together with all the relevant security rights (all of the transactions described above, collectively, the "Proposed Transaction").

By executing this letter agreement, also for the benefit of the Noteholder, the undersigned Banca di Roma S.p.A. and each of New Invest 2 S.A., V-Lux S.A. and Bruno Magli S.p.A. (i) approves the Proposed Transaction and waives, to the extent applicable, compliance with the relevant provisions of the Medium Term Loan, the Capex Facility, the Revolving Facility and each and any security or other agreement, instrument or document entered in connection therewith so as to permit the consummation of the Proposed Transaction; (ii) agrees to amend the Standstill Agreement, effective as of the date hereof, by (a) replacing in Recitals V and W the term "Note" with the term "Initial Note"; (b) adding a new Recital Z reading as follows: "The Parties further acknowledge that V-Lux desires to issue and sell to the Noteholder, and the Noteholder desires to purchase from V-Lux, a subsequent note in the aggregate principal amount of € 5,000,000 having the same terms and conditions of the Initial Note (the "Subsequent Note" and, collectively with the Initial Note, the "Notes"); and (c) replacing in Articles 2 through 6 the term "Note" with the term "Notes" and the term "Note Indebtedness" with the term "Notes Indebtedness", it being understood that, except as expressly amended hereby, all of the terms and conditions of the Standstill Agreement will remain unaffected; and (iii) acknowledges and agrees that this letter agreement is entered into also for the benefit of VMT and as such may not be waived or amended unless without the prior written consent of VMT.

This letter agreement is governed by Italian law. Articles 7 through (and including) 14 of the Standstill Agreement are incorporated by reference to this letter agreement and shall apply mutatis mutandis to this letter agreement.

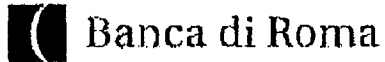
* * *

If you agree with the above please sign a copy of this letter and return it to us in sign of acceptance.

Very truly yours,

TRADEMARK
REEL: 003483 FRAME: 0067

TRADEMARK
REEL: 004029 FRAME: 0843



BANCA DI ROMA S.p.A.

BANCA DI ROMA S.p.A.

AGREED AND ACCEPTED AS OF
THE DATE FIRST WRITTEN ABOVE

NEW INVEST 2 S.A.

By: _____
Name:
Title:

V-LUX S.A.

By: _____
Name:
Title:

BRUNO MAGLI S.p.A.

By: _____
Name:
Title:

STANDSTILL AGREEMENT

By this Agreement entered into in Luxembourg on 22 December 2005

among

New Invest 2 S.A., a company organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 18, Avenue de la Porte Neuve, L-2227 Luxembourg ("NI"), represented by Mr. Nicola Nardari, in his capacity as attorney-in-fact;

V-Lux S.A., a company organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 21, Rue de Nassau, L-2227 Luxembourg ("V-Lux"), represented by Mr. Francesco Seassaro, in his capacity as attorney-in-fact;

Banca di Roma S.p.A., a licensed bank organised and existing under the laws of the Republic of Italy, having its registered office at Viale Umberto Tupini, 180, Roma ("BdR"); represented by Mr. Guglielmo Mazzarino, in his capacity as attorney in fact;

Bruno Magli S.p.A., a company organized and existing under the laws of the Republic of Italy, having its registered office at Via Larga, 33, Bologna ("BM"), represented by Mr. Luca Amedeo Ramella, in his capacity as Chairman of the Board of Directors;

(NI, V-Lux, BdR, and BM, collectively, the "Parties" and each of them a "Party").

Whereas:

- A. as of the date of this Agreement, NI is the holder of the entire share capital of BM;
- B. pursuant to a credit facility agreement entered into on 31st January 2003, Centrobanca S.p.A. ("CB"), BdR and Unicredit Banca d'Impresa S.p.A. ("UBI") granted to BM a credit facility to be used for capital expenditure (the "Capex Facility");
- C. pursuant to a credit facility agreement entered into on 28th May 2003, CB, BdR and UBI granted to BM a medium term loan (the "Medium Term Loan") and a revolving facility (the "Revolving Facility");
- D. pursuant to agreements entered into on 3rd March 2004, all the amounts receivable by UBI from BM under the Medium Term Loan were purchased without recourse by Mr. Luca Amedeo Ramella, acting on his own and not in his capacity as Chairman of the Board of Directors of BM ("LAR"), and then assigned by LAR to NI; NI then released BM from all the relevant obligations; in addition, NI assumed all the obligations of BM to CB and BdR under the Medium Term Loan and consequently CB and BdR released BM from all its obligations under the Medium Term Loan;
- E. the total amount outstanding under the Medium Term Loan (inclusive of principal and accrued interest) as of the date of this Agreement is approximately € 58,401,000, of which approximately € 38,934,000 is payable to CB and approximately € 19,467,000 is payable to BdR;

- F. NI has made certain loans to BM (the "Shareholder's Loan"): the amount outstanding under the Shareholder's Loan (inclusive of principal and accrued interest) as of the date of this Agreement is approximately € 8,262,000;
- G. the repayment of the Capex Facility and of the Revolving Facility are secured, respectively, by first ranking and second ranking pledges over: (i) the shares constituting approximately 98% of the share capital of NI; (ii) the shares constituting the entire share capital of BM; and (iii) the trademarks which are the property of BM (the "Trademarks");
- H. the repayment of the Medium Term Loan is secured by: (i) a third ranking pledge over shares constituting approximately 95% of the share capital of NI; (ii) a third ranking pledge over the shares constituting the entire share capital of BM; (iii) a first ranking pledge over the amounts receivable by NI under the Shareholder's Loan; and (iv) a first ranking pledge over the balance (as of the date of this Agreement approximately equal to € 270,000) of the bank account held by NI with CB for the purpose of receiving the payment of the amounts due under the Shareholder's Loan (the "Bank Account");
- I. the repayment of the Shareholder's Loan is secured by a third ranking pledge over the Trademarks;
- J. V-Lux intends to purchase without recourse all of the amounts receivable by CB, BdR and UBI from BM under the Capex Facility and the Revolving Facility; more precisely, all of the amounts receivable from BM under the Capex Facility and the Revolving Facility, together with all the relevant rights to the pledges securing the repayment of the Capex Facility and of the Revolving Facility, will be first assigned without recourse by each of CB, BdR and UBI to LAR and then assigned without recourse by LAR to V-Lux;
- K. V-Lux further intends to purchase without recourse all of the amounts receivable by CB from NI under the Medium Term Loan; more precisely, all of the amounts receivable by CB from NI under the Medium Term Loan, together with all the relevant rights of CB in the pledges securing the repayment of the Medium Term Loan, will be first assigned without recourse by CB to LAR, and then assigned without recourse by LAR to V-Lux;
- L. a shareholders meeting of BM has been convened in order to resolve on the following matters: (i) the reduction of the share capital of BM from € 13,950,000.00 to € 550,000.00, in order to cover past losses (the "Capital Reduction"); and (ii) the subsequent increase of the share capital of BM from € 550,000.00 to € 6,850,000.00, to be subscribed at par and paid for in cash (the "Capital Increase");
- M. NI intends to vote in favour of the Capital Reduction and the Capital Increase and to assign all its option rights to subscribe for the Capital Increase to V-Lux, in consideration of the payment of € 1 by V-Lux, and V-Lux, following the assignment of such option rights, intends to subscribe for and pay the Capital Increase in full;
- N. following the subscription of the Capital Increase by V-Lux, V-Lux will hold approximately 92% of the share Capital of BM and NI will hold approximately 8% of the share capital of BM;
- O. BdR has expressly authorised NI to vote in favour of the Capital Reduction and the Capital Increase at the shareholders meeting of BM referred to in recital M above; furthermore, BdR has given its express consent to the assignment to V-Lux of all the option rights of NI to

subscribe for the Capital Increase and to the subsequent subscription of the Capital Increase in full by V-Lux;

- P. subject to the satisfaction of the conditions precedent set forth herein, BdR has agreed to assign without recourse to LAR (in view of their subsequent transfer by LAR to V-Lux) all the amounts receivable by it from BM under the Capex Facility and the Revolving Facility (as of the date of this Agreement approximately equal in the aggregate to € 3,648,000), as well as its respective rights in the pledges securing the repayment of the Capex Facility and of the Revolving Facility, in consideration of the payment by LAR of the aggregate amount of € 3,648,000;
- Q. BdR has expressly consented, to any necessary extent, to the assignment without recourse by CB to LAR, and to the subsequent transfer by LAR to V-Lux, of the amounts receivable by CB from NI under the Medium Term Loan (currently equal to € 38,934,000), as well as of the respective rights of CB in the pledges securing the repayment of the Medium Term Loan;
- R. BdR has expressly acknowledged and accepted that, following the subscription of the Capital Increase by V-Lux, the third ranking pledge over the shares of BM securing the repayment of the Medium Term Loan will be restricted to those BM shares which will remain the property of NI, approximately equal to 8% of the share capital of BM, while the remaining shares to be issued by BM to V-Lux (including those that will be issued following the subscription by V-Lux of the Capital Increase) will be free and clear from any liens (including the pledge securing the repayment of the Medium Term Loan), and will be subject to a first ranking pledge in favour of the Notcholder (as defined below);
- S. subject to the Capital Increase being fully subscribed and paid for in cash by V-Lux, BdR has irrevocably waived all of its rights in respect of the call option granted to it by NI on March 3, 2004, which would have entitled BdR, upon certain conditions, to buy BM shares, in any event not exceeding 31.52% of the share capital of BM;
- T. BdR has also irrevocably waived all of its rights under the agreement dated 8th March 2004 (the s.c. *Mandato a Vendere*), whereby NI appointed CB and BdR as its agents with the authority to instruct a merchant bank to sell all of the shares of BM, starting from 1st January 2008: such a waiver by BdR is subject to the satisfaction of the conditions precedent set forth herein;
- U. BdR has released and waived all of its rights in respect of the pledge over the Bank Account securing the repayment of the Medium Term Loan, on condition that 1/3 of the balance of the Bank Account as of the date of this Agreement (approximately equal to € 270,000) be distributed by NI to BdR;
- V. BdR expressly acknowledges that, in order to finance: (a) the acquisition from LAR of the amounts receivable by CB from NI under the Medium Term Loan; (b) the acquisition from LAR of the amounts receivable by CB, BdR and UBI from BM under the Capex Facility and the Revolving Facility; and (c) the subscription and payment of the Capital Increase; V-Lux will issue a note of a principal amount of no less than € 25,000,000 and no more than € 27,000,000 (the "Note"), payable on 30th September 2010, subject to extension of the maturity date to 30th September 2011, by mutual agreement between V-Lux and the purchaser of the Note, being an affiliate of the Bell Atlantic Master Trust (the "Notcholder");

- W. BdR further acknowledges, agrees and accepts, to any necessary extent, that the repayment of the Note will be secured, *inter alia*, by first ranking pledges over (i) the new shares which will be issued by BM to V-Lux following the subscription by V-Lux of the Capital Increase and all other shares of BM issued to or held by V-Lux thereafter, (ii) all of the outstanding shares of V-Lux, and powers of attorney regarding the enforcement of pledges and other security rights granted to NI and V-Lux under the Capex Facility, the Medium Term Loan and the Revolving Facility;
- X. NI, V-Lux and BdR intend to enter into this Agreement in order to regulate the terms and conditions of the repayment of the Medium Term Loan;
- Y. BM intends to enter into this Agreement for the sole purpose of undertaking the obligations set forth in paragraph 5.1 below.

Now therefore, it is agreed as follows

1. RECITALS

The recitals are binding and shall constitute an integral and essential part of this Agreement.

2. CONDITIONS PRECEDENT

This Agreement will enter into full force and effect on the date (the "Effective Date") on which all the following conditions precedent have been fulfilled or waived by BdR:

- (a) the shareholders meeting of BM will have approved the Capital Reduction and the Capital Increase, and the Capital Increase will have been subscribed for and paid in full by V-Lux;
- (b) all of the amounts receivable by each of CB, BdR and UBI from BM under the Capex Facility and the Revolving Facility, together with all the relevant rights to the pledges securing the repayment of the Capex Facility and of the Revolving Facility, will have been assigned without recourse first by CB, BdR and UBI, respectively, to LAR and then by LAR to V-Lux;
- (c) all of the amounts receivable by CB from NI under the Medium Term Loan, together with all the relevant rights of CB in the pledges securing the repayment of the Medium Term Loan, will have been assigned without recourse first by CB to LAR and then by LAR to V-Lux.

3. STANDSTILL PERIOD

3.1 V-Lux and BdR hereby irrevocably undertake with each other and with NI, for the benefit of NI as well as for the benefit of the Noteholder, that during the period from the Effective Date until such date when all the amounts payable under the Note (including, without limitation, all amounts payable as principal, accrued interest, capitalised interest, pre-payment premium, indemnities, costs and expenses, collectively, the "Note Indebtedness") have been irrevocably paid in full (the "Standstill Period"):

- (a) they will refrain from exercising any of their rights and remedies under the Medium Term Loan, including by not demanding from NI the payment of any amounts payable

under the Medium Term Loan (including, without limitation, all amounts payable as principal, accrued interest, capitalised interest, indemnities, costs and expenses);

- (b) they will promptly return to NI any amounts received from NI in payment of the Medium Term Loan;
- (c) they will not set off any amounts payable by them to NI for any reason whatsoever against any amounts receivable by them from NI under the Medium Term Loan;
- (d) they will not enforce or seek to enforce, whether through court action or otherwise, their claims under the Medium Term Loan;
- (e) in particular, unless upon written specific request of the Notsholder, they will not enforce or seek to enforce any of the pledges securing the repayment of the Medium Term Loan; and
- (f) they will not seek to be subrogated to the rights of NI to demand the payment from BM of any amounts payable under the Shareholder's Loan or to enforce the pledge over the Trademarks securing the repayment of the Shareholder's Loan

3.2 NI hereby irrevocably undertakes with V-Lux and BdR, also for the benefit of the Notsholder, that the payment of any amounts under the Medium Term Loan are shall be expressly subordinated and junior in right of payment to the prior payment in full of any Note Indebtedness and during the Standstill Period:

- (a) it will not pay any of the amounts payable by it under the Medium Term Loan (including, without limitation, all amounts payable as principal, accrued interest, capitalised interest, indemnities, costs and expenses);
- (b) it will not demand from BM the payment of any amounts payable under the Shareholder's Loan (including, without limitation, all amounts payable as principal, accrued interest, capitalised interest, indemnities, costs and expenses) or otherwise; and
- (c) it will not enforce or seek to enforce the pledge over the Trademarks securing the repayment of the Shareholder's Loan.

3.3 The Parties hereby acknowledge and agree between them, also for the benefit of BM, that during the Standstill Period BM shall have the right to capitalise all interest accruing on the Shareholder's Loan on an annual basis: interest so capitalised shall be deemed for all purposes to be principal of the Shareholder's Loan.

3.4 NI hereby undertakes not to waive, both during the Standstill Period and thereafter, without the prior consent in writing of both V-Lux and BdR, any of its rights to the third ranking pledge over the Trademarks securing the repayment of the Shareholder's Loan.

4. AMENDMENTS TO THE MEDIUM TERM LOAN

4.1 BDR, NI and V-Lux hereby agree that, starting from the Effective Date, the interest rate payable under the Medium Term Loan shall be 2.5% p.a. V-Lux and BdR expressly accept

that, for the entire duration of the Standstill Period, to the extent permitted under applicable law, NI shall have the right to capitalise such interest on an annual basis. Interest so capitalised shall be deemed for all purposes to be principal of the Medium Term Loan.

4.2 BDR, NI and V-Lux hereby agree that the maturity date of the Medium Term Loan shall be the same as the maturity date of the Note, as the same may be subsequently extended or modified according to its terms.

4.3 V-Lux and Bdr hereby irrevocably undertake with each other and with NI, for the benefit of NI and, until the end of the Standstill Period, also for the benefit of the Noteholder, that they will not assign, in whole or in part, their respective rights under the Medium Term Loan (and to the pledges securing the repayment of the Medium Term Loan) without the prior written consent of NI and, during the Standstill Period, also of the Noteholder. V-Lux and Bdr expressly acknowledge and accept that such consent shall in any event be conditional upon the assignee accepting to be bound by all the terms and conditions of this Agreement with respect to the rights under the Medium Term Loan (and to the pledges securing the repayment of the Medium Term Loan) acquired by it.

4.4 NI agrees not to waive any of its rights under the pledge over the Trademarks securing the repayment of the Shareholder's Loan.

5. UNDERTAKING OF BM - SALE OF THE BM SHARES

5.1 BM hereby irrevocably undertakes with the other Parties, also for the benefit of the Noteholder, that the payment of any amounts under the Shareholders' Loan shall be expressly subordinated and junior in right of payment to the prior payment in full of any Note Indebtedness and during the Standstill Period it will not pay any amounts payable by it to NI under the Shareholders' Loan (including, without limitations, all amounts payable as principal, accrued interest, capitalized interest, costs and expenses) or otherwise.

5.2 Without prejudice to paragraph 3.2, V-Lux and NI and BDR acknowledge and agree that (i) the sale of the BM shares may occur only with prior consent of the Noteholder and (ii) the proceeds deriving from the sale of the BM shares will be distributed to V-Lux and NI on a pro-rata basis (calculated on the basis of the number of BM shares held by each) and will be used, as far as V-Lux is concerned, primarily in order to repay the Note Indebtedness, and, as far as NI is concerned, primarily in order to repay the Medium Term Loan.

5.3 Notwithstanding the provisions of paragraph 5.2 above, in the event that the proceeds received by V-LUX from the sale of its BM shares are insufficient to repay all the amounts outstanding under the Note, then also the proceeds received by NI from the sale of its BM shares shall be applied, in whole or in part as necessary, towards the payment of the amounts outstanding under the Note, as follows:

(a) the portion of such proceeds that NI would have otherwise used to pay the amounts receivable by V-Lux under the Medium Term Loan will be applied, to the necessary extent, to pay the Note Indebtedness;

(b) if there are still amounts outstanding under the Note after complying with the provisions of letter (a) above, NI will apply the portion of the proceeds deriving from the sale of its BM shares that it would have otherwise used to pay the amounts receivable by Bdr

under the Medium Term Loan, to the necessary extent, to pay the Note Indebtedness: BdR will then be subrogated to the rights of the Noteholder towards V-Lux under the Note, to the extent of the proceeds so used by NI.

- 5.4 In order to further implement the provisions of paragraph 5.1 above, NI hereby irrevocably undertakes with V-Lux not to sell any of its BM shares, until the end of the Standstill Period, other than in conjunction with the sale of the BM shares owned by V-Lux, in accordance with the provisions of paragraphs 5.5 or 5.6 below. NI expressly acknowledges, for the purposes of article 1379 of the Italian Civil Code, that such restriction to its right to sell its BM shares answers to a specific interest of V-Lux and is limited to a reasonable period of time.
- 5.5 If V-Lux has received from a third party buyer an offer for the purchase of all or a percentage of the share capital of BM, V-Lux shall have the right to request NI to sell to such third party buyer also all or such percentage of its BM shares, as the case may be, in conjunction with the sale to the same third party buyer of all or such percentage of the BM shares owned by V-Lux. If so requested, NI shall be obliged to sell all or such percentage of its BM shares to such third party buyer, in conjunction with the sale to the same third party buyer of all or such percentage of the BM shares owned by V-Lux, at the same price per share and upon the same terms and conditions as those offered by the third party buyer to V-Lux.
- 5.6 If V-Lux has received from a third party buyer an offer for the purchase of all or a part of its BM shares, NI shall have the right to request V-Lux to procure that such third party buyer purchase also all or the same proportion of, as the case may be, the BM shares owned by NI, at the same price per share and upon the same terms and conditions as those offered by the third party buyer to V-Lux. If so requested, V-Lux shall be obliged to procure that the third party buyer purchase (or otherwise to purchase itself) also all or the same proportion of, as the case may be, the BM shares owned by NI, at the same price per share and upon the same terms and conditions.

6. END OF THE STANDSTILL PERIOD

6.1 Upon the end of the Standstill Period:

- (a) V-Lux and BdR will waive and release all their respective pledges over the BM shares, securing the repayment of the Capex Facility, the Revolving Facility and the Medium Term Loan, so that any available net cash of NI (including available net proceeds received by NI from the sale of its BM shares) will be used for the repayment of the Medium Term Loan;
- (b) the entire principal amount of the Shareholder's Loan and any accrued and unpaid interest thereon will become immediately due and payable;
- (c) at any time thereafter NI may assign without recourse all its rights under the Shareholder's Loan (including its rights to the third ranking pledge over the Trademarks securing the repayment of the Shareholder's Loan) to V-Lux and BdR, pro-rata to their respective participation in the Medium Term Loan;
- (d) following the assignment to V-Lux and BdR, pro-rata to their respective participation in the Medium Term Loan, of NI's rights under the Shareholder's Loan, the enforcement of the third ranking pledge over the Trademarks securing the repayment of the

Shareholder's Loan will require the unanimous written consent of V-Lux and BdR, failing which both V-Lux and BdR shall refrain from enforcing such pledge;

- (e) at any time thereafter NI may assign its BM shares to V-Lux and BdR, pro-rata to their respective participation in the Medium Term Loan;
- (f) following the assignment of BM shares provided in letter (e) above, the mutual relationship of V-Lux and BdR as shareholders of BM shall be governed by the provisions of paragraphs 5.2, 5.4, 5.5 and 5.6 above, *mutatis mutandis* (i.e. by replacing any reference in those paragraphs to NI with a reference to BdR and the reference in paragraph 5.4 to the Effective Date by a reference to the date of the assignment of NI's BM shares to V-Lux and BdR).

6.2 V-Lux and BdR expressly agree and accept, for the benefit of NI, that they will not enforce any of their rights under the Medium Term Loan and, in case of assignment of NI's rights under the Shareholder's Loan, under the Shareholder's Loan (including, without limitation, the pledges securing the repayment of the Medium Term Loan and, respectively, the Shareholder's Loan), other than in accordance with the provisions of paragraph 6.1

6.3 V-Lux and BdR further agree and accept, for the benefit of NI, that their recourse to NI for the payment of the amounts receivable by them under the Medium Term Loan shall be limited to:

- (a) the assets of NI, namely: the amounts received by NI from BM under the Shareholder's Loan, any dividends received by NI from BM and the proceeds received by NI from the sale of its BM shares (subject however to the provisions of paragraph 5.3 above);
- (b) in case of assignment by NI to V-Lux and BdR of its rights under the Shareholder's Loan, pursuant paragraph 6.1, letter (e), above, any amounts received by each of V-Lux and BdR from BM pursuant to the Shareholder's Loan; and
- (c) in case of assignment by NI to V-Lux and BdR of its BM shares, pursuant paragraph 6.1, letter (e), above, any proceeds received by each of V-Lux and BdR from the sale of such BM shares.

Therefore, V-Lux and BdR expressly acknowledge and accept, for the benefit of NI, that the amounts received by each of them pursuant to the provisions of letters (a) and/or (b) and/or (c) above will be accepted by them in full payment and satisfaction of any and all amounts due to them by NI under the Medium Term Loan and that they will have no further claims against NI under the Medium Term Loan.

7. CONFIDENTIALITY

7.1 Each of the Parties shall treat as confidential the provisions of this Agreement as well as all information which may be in, or come into, its possession in connection with this Agreement.

7.2 The obligations provided under paragraph 7.1 above shall not include any information which:

- (a) is or becomes part of the public domain other than through a breach by the recipient Party of its obligations hereunder; or

(b) is required to be disclosed by any applicable provisions of laws or regulations or by an order of a governmental agency or a court of competent jurisdiction.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements relating to the same matter.

9. CHANGES IN WRITING

This Agreement may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the Party against whom enforcement of any such waiver, change, modification or discharge is sought.

10. UNDERTAKINGS FOR THE BENEFIT OF THE NOTEHOLDER

The Parties hereby expressly agree that this Agreement is also entered into for the benefit the Noteholder and, therefore, shall be irrevocable and may not be modified or waived without the written consent of the Noteholder, even if the Noteholder has not notified the Parties of its intention to take advantage of such undertakings, notwithstanding any provision to the contrary contained in article 1411 of the Italian Civil Code.

11. SEVERABILITY

The invalidity of one or more of the provisions of this Agreement shall not affect or impair the validity of the remaining provisions of this Agreement which will remain in full force and effect, and each provision shall be enforceable independently of each of such other provisions.

12. NOTICES

Any communication or notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered letter or telefax and shall be deemed to have been received at the opening of business on the business day (in the place of receipt) following the time of receipt, if sent by telefax, or at the time of delivery, if sent by registered letter.

13. APPLICABLE LAW

This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with the laws of Italy.

14. ARBITRATION

14.1 Any disputes deriving from or arising in connection with this Agreement (including any issues concerning the validity, construction and application of this arbitration clause), will be settled

by an arbitration panel composed of three arbitrators. The first arbitrator will be appointed by the Party initiating the arbitration procedure which shall give notice of it to the defendant Party, inviting it to appoint its arbitrator. The Party receiving such invitation shall notify within the subsequent 20 (twenty) days the name of the arbitrator appointed by it. The third arbitrator, who shall also act as President of the arbitration panel, shall be designated by mutual consent by the first two arbitrators already appointed by the Parties within 20 (twenty) days of the appointment of the second arbitrator or, failing such agreement, by the President of the Court of Milan. The said President shall also designate (i) the second arbitrator in case the Party who should have made such appointment does not make it within the aforementioned term; and (ii) the person designated to replace any arbitrator who might become unavailable or who does not accept such assignment, but only in the case that such replacement is not made by the Party which should make it or, in the case of the President, by the other two arbitrators within 20 (twenty) days from the date on which such arbitrator has become unavailable. The decision of the arbitrators will be made in compliance with applicable regulatory principles and will have the force and effect of a judicial decision between the Parties in accordance with the applicable provision of the Italian Civil Procedure Code. The seat of the arbitration proceeding will be Milan.

14.2 Any expenses connected with the arbitration proceedings will be borne by the Parties in compliance with the applicable resolution of the arbitration panel.

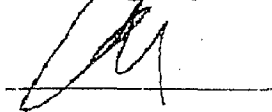
14.3 Should a dispute arise between more than two Parties (and unless two of the Parties can be considered as one and the same party for the purposes of the arbitration proceedings), the relevant multilateral dispute shall be settled by 3 (three) arbitrators, all jointly appointed by the disputing parties, or - failing such agreement within 20 (twenty) days from the request made by one Party to the other disputing Parties - they shall be appointed, upon the request of any Party, by the President of the Court of Milan. The multilateral dispute referred to in this paragraph 14.3 will be governed in compliance with the provisions of this article 14, as far as they are compatible.

By and on behalf of
New Invest 2 S.A.

By and on behalf of
V-Lux S.A.

By and on behalf of
Banca di Roma Sp.A

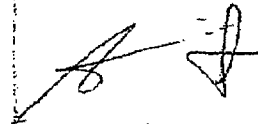
By and on behalf of
Bruno Magli S.p.A.



ACCEPTED BY THE NOTEHOLDER
AS OF THE DATE FIRST ABOVE WRITTEN

By and on behalf of

VMI III, LLC



Schedule L-1

Breakdown of Shareholders' Loans from Opera Participations SCA and
VMTO S.à r.l.
to NewInvest 2 S.A., as of December 31, 2006.

TRADEMARK
REEL: 003483 FRAME: 0080

TRADEMARK
REEL: 004029 FRAME: 0856

NI2 Shareholders' Loan
as of 31/12/06

<u>in Euro</u>	principal	interest	total
VMTO	1.533.109	4.944	1.538.053
Opera	14.731.079	47.268	14.778.347
Total	16.264.187	52.212	16.316.399

TRADEMARK
REEL: 003483 FRAME: 0081

TRADEMARK
REEL: 004029 FRAME: 0857

Schedule L-2

Letter from Opera Participations SCA to Centrobanca S.p.A and Banca di Roma S.p.A., with which Opera Participations SCA undertook to either waive or convert into capital of NewInvest 2 S.A. its portion of the shareholders' loans granted to NewInvest 2 S.A.

TRADEMARK

REEL: 003483 FRAME: 0082

TRADEMARK

REEL: 004029 FRAME: 0858

Messrs:

Centrobanca S.p.A.

Corso Europa 20

20122

Milano

Fax: +39.02.7781.4547

Att.: Dott. Valerio Damiani

Avv. Giorgio Asietti

Banca di Roma S.p.A.

Viale Tupini 180

00144 Roma

Fax: +39.06.5445.2434

Att.: Dott. Aldo Toscano

Dott. Marco Canestri

Copy to:

New Invest 2 S.A.

18, Avenue de la Porte Neuve

L- 2227 Luxembourg

Fax: +352.26270887

Att.: Chairman of the Board

Luxembourg, July 7, 2005

Dear Sirs,

We refer to your letter dated July, 5, 2005 addressed to our subsidiary New Invest 2 S.A. ("NI2").

With particular reference to paragraph 3 of such letter, and for the purpose of obtaining from Centrobanca S.p.A. and Capitalia/Banca di Roma/MCC the authorization to convert into share capital of Bruno Magli S.p.A. (or alternatively, as NI2 may elect, to waive the right to receive any payment under) a portion equal to EUR 21,000,000 of the credit arising out of the shareholders' loan granted by NI2 to Bruno Magli S.p.A., we hereby irrevocably undertake to convert into share capital of NI2 (or alternatively, as we may elect, to waive the right to receive any payment under) the credit arising out of the shareholders' loans granted by our company to NI2, the aggregate principal amount of which is Euro 14,463,083, including all interests accrued thereon.

The conversion of the above mentioned shareholders' loans shall take place in due course, immediately after having completed the formalities required by the shareholders' agreement relating to NI2, entered into on September 22, 2004 by

OPERA PARTICIPATIONS SCA - 18, AVENUE DE LA PORTE - NEUVE -
L-2227 LUXEMBOURG



TRADEMARK

REEL: 003483 FRAME: 0083

TRADEMARK

REEL: 004029 FRAME: 0859

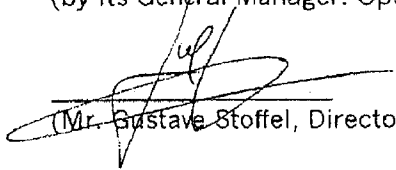
OPERA

our company and VMTO Sarl, with registered office at 9, Rue Schiller, L-2519 Luxembourg, but, in any event, not later than September 12, 2005.

Our undertaking under this letter is irrevocable, being also in the interest of Centrobanca S.p.A. and Capitalia/Banca di Roma/MCC.

Sincerely yours,

Opera Participations S.c.a.
(by its General Manager: Opera Management S.A.)



(Mr. Gustave Stoffel, Director)

OPERA PARTICIPATIONS SCA - 18, AVENUE DE LA PORTE - NEUVE -
L-2227 LUXEMBOURG

TRADEMARK
REEL: 003483 FRAME: 0084

TRADEMARK
REEL: 004029 FRAME: 0860

Schedule O

Guarantee letter from Fortelus Special Situations Master Fund Ltd.

TRADEMARK
REEL: 003483 FRAME: 0085

TRADEMARK
REEL: 004029 FRAME: 0861

FORTELUS <>

Messrs.
Opera Participation SCA
18, Avenue de la Porte Neuve
L-2227 Luxembourg

VMT III, LLC
C/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington
Delaware (U.S.A.)

VMTO SARL
20, Rue de la Poste
L-2346 Luxembourg

Bruno Magli S.p.A.
Via Larga 33
Bologna (Italy)

Grand Cayman, 22 January 2007

Dear Sirs,

We refer to the Acquisition Agreement entered into on today's date by and among Opera Participation SCA, VMT III, LLC and VMTO S.à.r.l., as Sellers, our subsidiary Saphir Holding S.à.r.l., as Purchaser, as well as Bruno Magli S.p.A., V-Lux S.A. and Newinvest 2 S.A. (the "Acquisition Agreement").

Capitalised terms used in this letter, unless otherwise defined herein, shall have the same respective meanings ascribed to them in the Acquisition Agreement.

In relation to the guarantee given by us in this letter for your benefit (this "Guarantee"), we hereby represent and warrant to each of you as follows:

- (i) we are a company duly constituted and validly existing under the laws of the Cayman Islands and have the full power and authority to execute and deliver this Guarantee and to perform our obligations hereunder;
- (ii) we have not been declared insolvent or bankrupt by any court having jurisdiction upon us, nor are we subject to any insolvency, winding up or bankruptcy-like procedures; we have never applied to be subject to any such procedures nor has any application for insolvency, winding up or bankruptcy-like procedures ever been filed against us by any third party;

- (iii) the execution and delivery by us of this Guarantee and the performance of our obligations under this Guarantee have been duly authorized by all necessary action on our part;
- (iv) this Guarantee constitutes our legal, valid and binding obligation, enforceable against us in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally;
- (v) the execution of this Guarantee and the performance of our obligations as herein provided does not and shall not constitute a breach of Law or our Organizational Documents or any resolutions adopted by us, nor of any judgment, decree, order or arbitration award issued against us by any Governmental Entity or arbitrator having jurisdiction over us;
- (vi) the execution and delivery by us of this Guarantee and the performance of our obligations under this Guarantee do not and shall not require any approval or clearance from any third party (including any Governmental Entity) under any Law applicable to us or under any contracts to which we are a party;
- (vii) all the representations and warranties of the Purchaser contained in Article 5 of the Acquisition Agreement are true and correct as of the date hereof and shall be true and correct as of the Closing Date;
- (viii) we are fully aware of all the terms and conditions of the Acquisition Agreement.

We hereby irrevocably and unconditionally guarantee for your benefit the due and punctual performance by the Purchaser of all its obligations arising towards each of you under the Acquisition Agreement (the "Guaranteed Obligations"), upon the following terms and conditions:

- (a) this Guarantee shall constitute continuing security for the due and punctual performance by the Purchaser of all the Guaranteed Obligations and shall remain in full force and effect until all the Guaranteed Obligations have been irrevocably and unconditionally discharged in full;
- (b) should for any reason the Purchaser be under no legal obligation to discharge any of the Guaranteed Obligations, or should any of the Guaranteed Obligations not be or cease to be valid, effective or enforceable by operation of Law or for any other reason, this Guarantee shall nevertheless be binding upon us to the same extent as if we at had all times been the principal obligor under all such Guaranteed Obligations: for this purpose, we hereby expressly and irrevocably waive all benefit that we may have under article 1939 ICC;
- (c) we hereby expressly release you from the obligation to take action against the Purchaser within the period of time provided for in article 1957 ICC, and acknowledge that, notwithstanding the provisions of the said article, we shall remain bound by this Guarantee even if you do not make and/or pursue your claims against the Purchaser;
- (d) we shall be bound under this Guarantee also with respect to those Guaranteed Obligations which may have been discharged by the Purchaser, where: (i) any agreements entered into or any deeds executed by the Purchaser is avoided or revoked or declared to be ineffective; or (ii) any amounts paid by the Purchaser must be returned or paid back by the recipient; in both cases in connection with any bankruptcy, liquidation or administration proceedings commenced against the Purchaser;
- (e) we shall not exercise any right of subrogation or other recourse available to us against the Purchaser until all Guaranteed Obligations have been fully and irrevocably discharged, nor shall we prove any claim in competition with any of you in any bankruptcy or insolvency proceedings commenced against the Purchaser in respect of any payment made by us under this Guarantee;
- (f) this Guarantee shall be fully binding upon us even if, due to any action or omission on the part of any of you, we are unable to exercise any right of subrogation or other recourse which would otherwise been available to us against the Purchaser: for this purpose, we hereby expressly and irrevocably waive all benefit that we may have under article 1955 ICC;

Schedule X

List of the trademarks registered by Bruno Magli S.p.A. in Japan, indicating the encumbrances to which such trademarks are subject.

TRADEMARK
REEL: 003483 FRAME: 0089

TRADEMARK
REEL: 004029 FRAME: 0865

Num. Caso	Marchio	Tipo	Titolare/Cliente	Nazione	Data	Numero	Scadenza
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A seguito della stipula di uno Jyoto-Tanpo (contratto in vigore solo in Giappone) nel febbraio 2006, la titolarità dei marchi infra è stata TEMPORANEAMENTE trasferita da BRUNO MAGLI S.p.A. alla Società ITOCHU CORPORATION. La Itochu, in qualità di titolare, ha la responsabilità di evadere le scadenze amministrative attraverso i propri mandatari.

07709 *T03	BRUNO MAGLI Classi Int.:	Parola	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	1318739	10/01/2008
09010	BRUNO MAGLI Classi Int.:	Parola	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	1088846	12/09/2014
09011	BRUNO MAGLI BOLOGNA - MADE IN ITALY Classi Int.:	Parola	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	1058548	22/03/2009
07708	BRUNO MAGLI LION'S LINE Classi Int.:	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	95-97514 4024207	11/07/2007
09657	BRUNOMAGLI IN CARATTERI GIAPPONESI Classi Int.:	Parola	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	2005-91884	
07710 *T03	MAGLI Classi Int.:	Parola	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	821220	12/06/2009
07707 *T03	MB BRUNO MAGLI Classi Int.:	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	96-737863 1930918	28/01/2007
08027	BRUNOMAGLI	Figurativo	T 990186 BRUNO MAGLI S. INTERNAZIONALE 008364 BRUNO MAGLI S. (*) Nota (*): titolare del marchio per il Giappone è Itochu Corporation		Dep.:	2039-D/2003 311475	1/07/2013
07703 *T03	MB BRUNO MAGLI Classi Int.:	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	292663/92 3158199	31/05/2016
07704 *T03	MB BRUNO MAGLI Classi Int.:	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	713053/96 1869047	17/06/2016
07705 *T03	MB BRUNO MAGLI Classi Int.:	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	282664/92 3187059	30/08/2016
07706 *T03	MB BRUNO MAGLI	Figurativo	T 991752 ITOCHU CORPORA GIAPPONE 008364 BRUNO MAGLI S.		Dep.:	713054/96 1893506	29/09/2016

TRADEMARK
REEL: 003483 FRAME: 0090

TRADEMARK
REEL: 004029 FRAME: 0866

Schedule Y

Trademark Security Assignment Agreement entered into on February 28,
2006 by ITOCHU Corporation, Bruno Magli Japan Co. Ltd. and Bruno
Magli S.p.A.

TRADEMARK
REEL: 003483 FRAME: 0091

TRADEMARK
REEL: 004029 FRAME: 0867

Trademark Security Assignment Agreement
(Jyoto-Tanpo)

This Trademark Security Assignment Agreement (the "Agreement"), with an effective date of February 28, 2006 (the "Effective Date"), is made and entered into by and between ITOCHU Corporation a Japanese corporation ("Itochu"), Bruno Magli Japan Co., Ltd., a Japanese subsidiary of Magli ("BMJ") and BRUNO MAGLI S.p.A., an Italian corporation ("Magli").

Overview and Purpose

- I. This Agreement is entered into to secure:
- (a) any and all currently existing and future rights and claims (including but not limited to any claim for the repayment of loan principal and interest, indemnity, expenses (including any and all expenses necessary for the exercise of Itochu's right) and compensation of damages) under the Itochu Standalone Loan Agreement as of February 28, 2006 (the "Standalone Loan Agreement") between BMJ and Itochu; and, (b) any and all claims, indemnity, fee, damages and expenses (including any and all expenses necessary for the exercise of Itochu's right) suffered or incurred by Itochu under this Agreement; and
 - (b) any and all currently existing and future rights and claims under the Guaranty as of February 28, 2006 between Magli and Itochu (hereinafter together with the rights and claims referred to in (a) above collectively referred to as the "Secured Obligations").
- II. The form of the security for the Secured Obligations shall be a security assignment by Magli and BMJ of all right, title and interest in the Trademarks (as defined in Article 1.1 below) to Itochu ("jyoto tanpo" or the "security assignment"). Further, unless otherwise defined in this Agreement, the terms used herein shall have the meaning given such terms in the Standalone Loan Agreement.

Article 1 (Jyoto Tanpo of the Trademarks)

- 1.1 For the purposes of this Agreement, the term "Trademarks" shall mean, collectively, (i) the Japan Trademark Registrations set forth in the "List of the Trademarks," attached hereto as Exhibit 1 (the "Japan Registrations"), (ii) the International Trademark Registration Designated for Japan set forth in the "List of the Trademarks," attached hereto as Exhibit 1 (the "International Registration"), and (iii) the Japan Trademark Application set forth in the "List of the Trademarks," attached hereto as Exhibit 1 (the "Trademark Application"). "Magli Trademarks" shall mean those Trademarks owned by Magli, "BMJ Trademarks" shall mean those Trademarks owned by BMJ. In addition, prior to disposition of the Trademarks as described in Article 6, Exhibit 1 shall be amended to, and the term "Trademarks" shall also be deemed to include, any trademarks which will (i) be registered in Japan by Magli or BMJ, or (ii) include any logo in the Trademarks or the name "Bruno Magli" or "Magli" and be registered in Japan by any of its affiliated company (the "Additional

TRADEMARK
REEL: 003483 FRAME: 0092

TRADEMARK
REEL: 004029 FRAME: 0868

Trademarks”).

- 1.2 Magli and BMJ hereby makes the security assignment of the Trademarks, as described further herein (the “Jyoto Tanpo”), to Itochu for the purpose of securing the Secured Obligations.
- 1.3 Promptly after the execution of this Agreement, Magli and BMJ shall cooperate with Itochu and shall prepare and file (i) an application for the registration of the Jyoto Tanpo of the Japan Registrations in accordance with the Jyoto Tanpo (the “Registration of Jyoto Tanpo”) by attaching a certificate of Jyoto Tanpo agreement in the form of Exhibit 2, (ii) an assignment of the International Registration pursuant to the standard “Request for Recording of a Change of Ownership” attached hereto as Exhibit 5; provided that such assignment shall be deemed to be nothing more than a “jyoto tanpo” as such term is understood by the parties in connection with the Japan Registrations and Itochu’s rights in the International Registration shall not exceed or differ from those rights granted to Itochu in the Japan Registration pursuant to the terms of the Jyoto Tanpo. and (iii) a Certificate of Assignment in respect of the Trademark Application in the form of Exhibit 4. Magli and BMJ shall pay all costs and expenses, including, but not limited to the registration tax and Itochu’s reasonable legal expenses, incurred in relation to such registration. In addition, the foregoing procedure of Registration of Jyoto Tanpo shall apply to and shall be repeated for any Additional Trademarks. In case such Additional Trademarks are registered by any of the affiliated company of Magli (excluding BMJ), Magli shall cause such affiliated company to cooperate with the procedure of Registration of Jyoto Tanpo.

Article 2 (Return of the Trademarks)

- 2.1 In the event that, prior to foreclosure under Article 6 below, Magli and/or BMJ repays all outstanding Secured Obligations under the Guaranty and the Standalone Loan Agreement, including but not limited to the obligation to repay loan principal and interest (the “Completion of Repayment”), Itochu shall immediately return and re-assign the Trademarks to Magli and BMJ.
- 2.2 In order to facilitate the return of the Trademarks to Magli and BMJ (the “Magli’s Claim”) pursuant to Article 2.1, concurrently with the application for the Registration of Jyoto Tanpo, Itochu, Magli and BMJ shall file an application for the provisional registration of Magli’s Claim (the “Provisional Registration”) by attaching a certificate of Jyoto Tanpo agreement with a condition precedent in the form of Exhibit 3. In addition, each party agrees that the foregoing procedure of the Provisional Registration shall apply to and shall be repeated for any registered Additional Trademarks, including the Trademark Application immediately upon its registration. In case such Additional Trademarks are registered by any of the affiliated company of Magli (excluding BMJ), Magli shall cause such affiliated company to cooperate with the procedure of Provisional Registration. In addition, to facilitate the return of the

International Registration to Magli and BMJ pursuant to Article 2.1 and to restrict Itochu's ability to transfer the International Registration except as provided herein, immediately upon completion of the registration of an assignment of the International Registration pursuant to the Request for Recording of a Change of Ownership, Itochu, Magli and BMJ shall file against the International Registration a "Request for Recording a Restriction against the Holder's Right of Disposal," attached hereto as Exhibit 6 (the "MM19(E) Filing"), against the International Registration. If the MM19(E) Filing is rejected for any reason, the parties hereto shall promptly cooperate and amend the MM19(E) Filing as may be required and re-file it so as to ensure the filing taken place, only provided, that such amendment is acceptable to the parties hereto acting reasonably. The MM19(E) Filing is to provide public notice of the security arrangement and to restrict Itochu's ability to dispose of the International Registration until occurrence of the Default Event, provided that such restriction does not restrict Itochu's ability to dispose of the International Registration upon occurrence of the Default Event as set forth in Article 6 below, pursuant thereto, or to purchase the same pursuant to Article 7.1. And upon occurrence of the Default Event Magli shall immediately remove the recording of the restriction against the Holder's Right of Disposal.

- 2.3 In the event that Provisional Registration of Magli and BMJ is changed to a complete registration due to the occurrence of the Completion of Repayment, Itochu shall immediately cooperate with Magli and BMJ in preparing and filing any and all necessary applications for the complete registration of assignment to Magli and BMJ of the Trademarks, (including, without limitation, the application for re-assignment of the Trademark Application) and it shall simultaneously prepare and file the Request for Recording of a Change of Ownership to re-assign the International Registration (the "Complete Registration") at the expense of Magli and BMJ.

Article 3 (Delivery of the certificate of registered items etc.)

Promptly after the completion of the Registration of Jyoto Tanpo pursuant to Article 1.3, Magli and BMJ shall deliver to Itochu an original trademark register (*shouhyou toroku genbo*) of the Trademarks authenticated by the Japanese Patent Office showing such completion.

Article 4 (Preservation of the Trademarks)

- 4.1 Until foreclosure of the Jyoto Tanpo, as described in Article 6 below, Itochu shall continue to acknowledge that Magli and BMJ has its power, authority and rights as the Trademark owner (subject to the Jyoto Tanpo), including the authority of Magli to grant to BMJ the license under the Master Franchise Agreement by and between BMJ and Magli as of June 5, 2003 ("Master Franchise Agreement"); provided, however, that Itochu may represent that it is the holder of the security interest by way of Jyoto Tanpo of the Trademarks and Itochu shall be entitled (if

BMI or BMJ has not done so by the required time) to renew the Trademarks with prior consultation with Magli and BMJ (without prior written approval of Magli and BMJ) pursuant to Article 4.4 and to implement measures to eliminate infringement of the Trademarks pursuant to Article 5.

- 4.2 Either of Magli or BMJ is not entitled to dispose of, license (other than the license by Magli to BMJ), or to take any actions which may adversely affect the Trademarks.
- 4.3 Until foreclosure of the Jyoto Tanpo, as described in Article 6 below, Itochu is not entitled to dispose of, license, or take any actions which may adversely affect the Trademarks.
- 4.4 At the expense of Magli and BMJ, with prior consultation with Magli and BMJ, Itochu shall be entitled (if BMI or BMJ has not done so by the required time) to take any procedures necessary for the renewal of the Trademarks.

Article 5 (Infringement of the Trademarks etc)

- 5.1 In the event Magli, BMJ or Itochu becomes aware of any infringement, or any possibility of infringement of the Trademarks by a third party, such party shall promptly inform the other parties of such event, and Magli and BMJ, without delay, through consultation with Itochu, and at the expense of Magli and/or BMJ, shall implement measures in its reasonable discretion to eliminate the infringement or the danger of a possible infringement and other measures necessary therefore, and Itochu shall cooperate with such measures only to the extent acceptable to Itochu.
- 5.2 In the event any claim against the Trademarks is made, or is likely to be made, e.g., for invalidation trial, compensation of damages, or any other claim regarding the registration, possession, or utilization of the Trademarks from a third party, Itochu may act to respond to such claim in its reasonable discretion, in consultation with Magli and/or BMJ, and Magli and/or BMJ shall ensure that Itochu shall not suffer any damages therefrom and shall reimburse any and all damages and expense suffered or incurred by Itochu in relation thereto, including reasonable attorneys' fees in connection therewith.

Article 6 (Disposition of the Trademarks)

6.1 (Foreclosure of the Jyoto Tanpo)

If a Default Event (defined below) occurs, Itochu is entitled with prior written notice to Magli and BMJ, to dispose of the Trademarks in a commercially reasonable manner (with respect to timing, manner of sale and price and all other relevant factors), and apply such amount acquired through the disposition of the Trademarks (the "Disposition Price") to the payment of the Secured Obligations, regardless of the statutory sequence for

appropriation. Magli and BMJ shall not object to the foregoing.

The word "Default Event" shall mean the occurrence of any of the events listed in Article 6 of the Standalone Loan Agreement following the expiry of all applicable grace periods referred to explicitly in Article 6 of the Standalone Loan Agreement (including, without limitation, the 90 day grace period referred to therein), provided that, it will not be a Default Event if, at the end of all such periods, (i) the Default Event has been cured, or (ii) all Secured Obligations have been repaid.

6.2 (Foreclosure of the Jyoto Tanpo by acquisition of the Trademarks)

If a Default Event occurs, by written notification to Magli and BMJ, Itochu may choose to acquire the Trademarks at the price determined in the manner provided under Article 7 (the "Acquisition Price") for the satisfaction of all or part of the payment of the Secured Obligations, rather than choosing the foreclosure of the Jyoto Tanpo pursuant to Article 6.1.

6.3 (Payment of Remaining Obligations)

If, after deduction of the Disposition Price under Article 6.1 above, or the Acquisition Price under Article 6.2 above, there still remains a balance on the Secured Obligations, Magli and BMJ shall promptly pay to Itochu any such outstanding Secured Obligations.

6.4 (Payment of Settlement Money)

1. In the event the Trademarks are disposed of pursuant to Article 6.1, and the Disposition Price exceeds the Secured Obligations, Itochu shall immediately return the excess amount to Magli and BMJ.
2. In the event Itochu acquires the Trademarks pursuant to Article 6.2, and the Acquisition Price exceeds the Secured Obligations, Itochu shall immediately return to Magli and BMJ the excess amount.

Article 7 (Determination procedure of the Acquisition Price)

- 7.1 In the event Itochu chooses to foreclose the Jyoto Tanpo by acquisition of the Trademarks pursuant to Article 6.2, the parties shall consult in good faith to (i) appoint a certain reputable professional appraiser (the "Appraiser"), (ii) decide an appropriate appraisal method to be suggested to the Appraiser and (iii) decide materials, information and data (the "Materials, etc.") to be submitted to the Appraiser for the use of the appraisal, for four weeks after the date of the notification to Magli and BMJ referred to in Article 6.2. (the "Consultation Period"). In the event that the parties may not reach an agreement on (i) the selection of the Appraiser, (ii) the appropriate appraisal method or (iii) the Materials, etc. within the Consultation Period, then Itochu shall be entitled to (A) exercise the option to purchase the Trademarks (the "Purchase Option") pursuant to Article 7.4 or (B) select the Appraiser, in its reasonable discretion,

from among internationally reputable professional organizations, such as international CPA firms, who will make the appraisal pursuant to Article 7.1 through 7.3. When the Appraiser is selected, the parties shall cause the Appraiser to make the appraisal of the Trademarks in a professional manner based on the Materials, etc. agreed upon between the parties. In the case of the parties' failure to reach an agreement on the Materials, etc., the parties shall cause the Appraiser to select the Materials, etc. in its reasonable discretion. No later than fifty (50) days after the date of the appointment of the Appraiser, the Appraiser shall submit to the parties a report containing a specific price or a reasonable price range (the "Price Range") for the Acquisition Price through the evaluation of the Trademarks based on such an appropriate method as the discounted cash flow method (the "Appraisal Report"). The Price Range shall be explicitly stipulated in the Appraisal Report by referring to the minimum and maximum price proposed as the Acquisition Price.

- 7.2 The parties shall cooperate with the Appraiser in its conducting the evaluation of the Trademarks and the determination of the specific price or the Price Range, by providing the Materials, etc. at the reasonable request of the Appraiser, provided, however, that notwithstanding preceding provisions, when BMJ provides the Appraiser with the Materials etc., BMJ shall consult with Itochu regarding the Materials before the provision thereof to the Appraiser.
- 7.3 When the Appraisal Report refers to the specific price, then the price shall be the Acquisition Price. When the Appraisal Report indicates the Price Range, then the average of the highest limit and the lowest limit shall be the Acquisition Price.
- 7.4 When Itochu exercises the Purchase Option, Itochu sends to BMJ and Magli the written notice indicating its decision on the exercise of the Purchase Option and the amount of the Secured Obligation at that time (the "Then-Secured Obligation"). Itochu, BMJ and Magli hereby agree that upon receipt by BMJ and Magli of the written notice, the Trademarks shall be deemed to be sold to Itochu in consideration for the release by Itochu of the Then-Secured Obligation. The parties hereby acknowledge that the Then-Secured Obligation will be the fair market value consideration for the Trademarks (the "Fair Market Consideration"). BMJ and Magli shall promptly prepare any documents necessary or appropriate for the registration of such sale of the Trademarks at Itochu's reasonable request.
- 7.5 Magli and BMJ hereby agrees to the foregoing procedure for the Trademark sale and purchase at the Fair Market Consideration as well as the foregoing procedure for the determination of the Acquisition Price, and shall not object to the Fair Market Consideration or the Acquisition Price determined by the foregoing procedure. Magli and BMJ shall be responsible for the fees payable to the Appraisers.

Article 8 (Trademark assignment procedure in accordance with the foreclosure of

- 8.1 In the event the Trademarks are disposed of by Itochu pursuant to Article 6.1, Magli and BMJ shall promptly deliver to the assignee or Itochu any and all documents reasonably requested by Itochu for the registration of assignment of the Trademarks.
- 8.2 In the event of the foreclosure of the Trademarks pursuant to Article 6, the parties agree that except for the claim for the payment of settlement money set forth in Article 6.4, either of Magli or BMJ has no other rights or claims regarding the Trademarks against Itochu.
- 8.3 Upon foreclosure under Article 6.1 or Article 6.2 above or thereafter, either of Magli or BMJ shall not, nor shall it license, enable or permit any third party to directly or indirectly manufacture, import or distribute any goods bearing the Trademarks in or into the territory of Japan. Magli and BMJ hereby agrees that upon the foreclosure and thereafter, only Itochu, as the ultimate genuine holder of the Trademarks, shall be entitled to manufacture, import and distribute any goods bearing the Trademarks, and otherwise exploit the Trademarks in the territory of Japan.

Article 9 (Representations and Warranties of Magli)

Magli hereby represents and warrants that the following items are true and accurate in all material respects;

- 9.1 as of the execution date of this Agreement, Magli has the power and authority to enter into this Agreement and to fully perform its material obligations hereunder, including the right to legally effectuate the Jyoto Tanpo pursuant to the terms set forth in this Agreement;
- 9.2 as of the execution date of this Agreement, Magli is not under any contractual or other legal obligations that will in any way interfere with the full, prompt and complete performance of its material obligations pursuant to this Agreement;
- 9.3 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Trademarks as set forth in Article 1.3, Magli is the sole and exclusive owner and holder of all right, title and interest in and to each of the Magli Trademarks, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, Magli is the sole and exclusive owner and holder of all right, title and interest in and to such Additional Trademark, save, in each case, BMJ's rights as licensee pursuant to the Master Franchise Agreement made between Magli and BMJ as of June 5th, 2003 and Itochu's rights as security assignee pursuant to this Agreement;
- 9.4 as of the execution date of this Agreement, and the date of the application for the

registration, and the date of the registration, of the Jyoto Tanpo of the Trademarks as set forth in Article 1.3 Magli has not sold, assigned or otherwise disposed of the Magli Trademarks, and as of the date of application for registration by it, and the date of the registration of a new Additional Trademark, Magli has not sold, assigned or otherwise disposed of such Additional Trademark;

9.5 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Trademarks as set forth in Article 1.3, there is no pending or (to the best knowledge of Magli,) threatened litigation, arbitration, tribunal or governmental proceeding in relation to the Magli Trademarks or Magli's title to the Magli Trademarks or in relation to the validity of the registration of the Magli Trademarks, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, there is no pending or (to the best knowledge of Magli,) threatened litigation, arbitration, tribunal or governmental proceeding in relation to such Additional Trademark or Magli's title to such Additional Trademark or in relation to the validity of the registration of such Additional Trademark;

9.6 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Magli Trademarks as set forth in Article 1.3, the Magli Trademarks are free and clear of any option, pledge, lien, security interest, license or any other encumbrance of any nature whatsoever, except for the Jyoto Tanpo, and the nonexclusive licenses granted to BMJ under the Master Franchise Agreement, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, such Additional Trademark is free and clear of any option, pledge, lien, security interest, license or any other encumbrance of any nature whatsoever, except for the Jyoto Tanpo, and the nonexclusive licenses granted to BMJ under the Master Franchise Agreement (to the extent that it will still be in force at that time);

9.7 upon the Registration of Jyoto Tanpo at the Japanese Patent Office, the Jyoto Tanpo is a validly perfected first priority security interest over the Magli Trademarks (including Additional Trademarks) to which the Registration of Jyoto Tanpo relates for the benefit of Itochu;

9.8 the "Request for Recording a Restriction against the Holder's Right of Disposal," attached hereto as Exhibit 6, against the International Registration will not restrict Itochu's ability to dispose of the International Registration upon occurrence of the Default Event as set forth in Article 6, pursuant thereto, or to purchase the same pursuant to Article 7.1., in each case, following the removal of the recording of such restriction in accordance with Article 2.2.

9.9 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Magli

Trademarks as set forth in Article 1.3, this Agreement constitutes legal, valid, binding and unconditional obligations of Magli enforceable in accordance with the terms hereof;

- 9.10 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Magli Trademarks as set forth in Article 1.3, save, in each case, with respect to such registration procedure by Japanese Patent Office itself, and save as set out in Article 1.3, the execution and delivery by Magli of, and the performance by Magli of its obligations under this Agreement, do not require any consent, approval, order or authorization of, or giving of prior notice to, any governmental authorities, including any security exchange;
- 9.11 as of the execution date, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Magli Trademarks as set forth in Article 1.3, Magli is solvent and is not subject to any applicable bankruptcy proceedings, moratorium proceedings, composition agreement or any other similar insolvency proceedings.

Article 10 (Representations and Warranties of BMJ)

BMJ hereby represents and warrants that the following items are true and accurate in all material respects;

- 10.1 as of the execution date of this Agreement, BMJ has the power and authority to enter into this Agreement and to fully perform its material obligations hereunder, including the right to legally effectuate the Jyoto Tanpo pursuant to the terms set forth in this Agreement;
- 10.2 as of the execution date of this Agreement, BMJ is not under any contractual or other legal obligations that will in any way interfere with the full, prompt and complete performance of its material obligations pursuant to this Agreement;
- 10.3 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Trademarks as set forth in Article 1.3, BMJ is the sole and exclusive owner and holder of all right, title and interest in and to each of the BMJ Trademarks, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, BMJ is the sole and exclusive owner and holder of all right, title and interest in and to such Additional Trademark;
- 10.4 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the Trademarks as set forth in Article 1.3, BMJ has not sold, assigned or otherwise disposed of the BMJ Trademarks, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, BMJ has not sold, assigned or otherwise disposed of such Additional Trademark;

- 10.5 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the BMJ Trademarks as set forth in Article 1.3, there is no pending or (to the best knowledge of BMJ,) threatened litigation, arbitration, tribunal or governmental proceeding in relation to the BMJ Trademarks or BMJ's title to the BMJ Trademarks or in relation to the validity of the registration of the BMJ Trademarks, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, there is no pending or (to the best knowledge of BMJ,) threatened litigation, arbitration, tribunal or governmental proceeding in relation to such Additional Trademark or BMJ's title to such Additional Trademark or in relation to the validity of the registration of such Additional Trademark;
- 10.6 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the BMJ Trademarks as set forth in Article 1.3, BMJ Trademarks are free and clear of any option, pledge, lien, security interest, license or any other encumbrance of any nature whatsoever, except for the Jyoto Tanpo, and as of the date of application for registration, and the date of the registration by it, of a new Additional Trademark, such Additional Trademark is free and clear of any option, pledge, lien, security interest, license or any other encumbrance of any nature whatsoever, except for the Jyoto Tanpo;
- 10.7 upon the Registration of Jyoto Tanpo at the Japanese Patent Office, the Jyoto Tanpo is a validly perfected first priority security interest over the BMJ Trademarks (including Additional Trademarks) for the benefit of Itochu;
- 10.8 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the BMJ Trademarks as set forth in Article 1.3, this Agreement constitutes legal, valid, binding and unconditional obligations of BMJ enforceable in accordance with the terms hereof;
- 10.9 as of the execution date of this Agreement, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the BMJ Trademarks as set forth in Article 1.3, save, in each case, with respect to such registration procedure by the Japanese Patent Office itself, the execution and delivery by BMJ of, and the performance by BMJ of its obligations under this Agreement, do not require any consent, approval, order or authorization of, or giving of prior notice to, any governmental authorities, including any security exchange;
- 10.10 as of the execution date, and the date of the application for the registration, and the date of the registration, of the Jyoto Tanpo of the BMJ Trademarks as set forth in Article 1.3, BMJ is solvent and is not subject to any applicable bankruptcy proceedings, moratorium proceedings, composition agreement or any other similar insolvency proceedings.

Article 11 (Representations and Warranties of Itochu)

Itochu hereby represents and warrants that the following items are true and accurate in all material respects;

- 11.1 as of the execution date of this Agreement, Itochu has the power and authority to enter into this Agreement and to fully perform its obligations hereunder, including the right to legally effectuate the Jyoto Tanpo pursuant to the terms set forth in this Agreement;
- 11.2 as of the execution date of this Agreement, Itochu is not under any contractual or other legal obligations that will in any way interfere with the full, prompt and complete performance of its obligations pursuant to this Agreement;
- 11.3 as of the execution date of this Agreement, this Agreement constitutes legal, valid, binding and unconditional obligations of Itochu enforceable in accordance with the terms hereof;
- 11.4 as of the execution date of this Agreement, the execution and delivery by Itochu of, and the performance by Itochu of its obligations under this Agreement, do not require any consent, approval, order or authorization of, or giving of prior notice to, any governmental authorities and any security exchange; and
- 11.5 as of the execution date Itochu is solvent and is not subject to any applicable bankruptcy proceedings, corporate reorganization proceedings, civil rehabilitation proceedings or any other similar insolvency proceedings.

Article 12 (Indemnification)

Magli and BMJ shall immediately, within 10 Business Days after Itochu's written notice, indemnify and hold Itochu harmless from and against any and all damages, losses or expenses suffered or incurred by Itochu in relation to misrepresentation or default of obligations hereunder by Magli and BMJ at Itochu's request.

Article 13 (Expenses)

- 13.1 Magli and BMJ shall bear all fees and expenses for Itochu's enforcement of rights hereunder and performance of obligations hereunder by Magli and BMJ (including, without limitation, attorneys' fees and expenses for the full or provisional registration of the transfer of the Trademarks).
- 13.2 If Itochu disburses these fees and expenses, Magli and BMJ shall immediately, within 10 Business Days after Itochu's written notice, reimburse such fees and

expenses, with default interest at 10% per annum, upon a receipt of a detailed breakdown sheet of such fees and expenses.

Article 14 (Amendment)

This Agreement may be amended, modified or supplemented only with a written consent of the parties.

Article 15 (Additional Action)

Itochu, Magli and BMJ shall prepare, execute and deliver agreements or other documents necessary or required as appropriate, to the reasonable extent, in order to achieve the purpose of this Agreement.

Article 16 (Governing Law and Jurisdiction)

This Agreement shall be governed by and construed in accordance with the laws of Japan. Parties hereto hereby agree to be subject to the exclusive jurisdiction of the Tokyo District Court of the first instance with respect to any claims or litigation relating to rights of obligations arising hereunder.

Article 17 (Joint and Several Obligation)

Any and all obligations and liabilities of Magli and BMJ under this Agreement shall be joint and several (*rentai-saimu*).


Article 18 (Confirmation by Itochu)

Itochu hereby confirms that, except for this Agreement and the Guaranty dated on or around that date hereof from Magli to Itochu guaranteeing the obligations under the Standalone Loan Agreement, all security, guarantees and indemnities which either or both of Magli or BMJ may have granted to Itochu prior to the date of this Agreement have been released and discharged subject to the completion and fulfillment of all conditions precedent set forth in subsection 2 (i) (a) through (c) of Article 2 of the Standalone Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in triplicate as of the date described below, and each party shall retain one original.

February 28, 2006

Itochu: ITOCHU CORPORATION



Name: Kazuhide Sasa
Title: Brand Marketing Division 1, COO
Date: Feb 28, 2006

Magli: BRUNO MAGLI S.p.A.

Name:
Title:
Date:

BMJ: Bruno Magli Japan Co., Ltd

Name:
Title:
Date:


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in triplicate as of the date described below, and each party shall retain one original.

February 28, 2006

Itochu: ITOCHU CORPORATION

Name: Kazuhide Sasa
Title: Brand Marketing Division 1, COO
Date: Feb. , 2006

Magli: BRUNO MAGLI S.p.A.



Name: Luca Ramella
Title: Chairman
Date: February 28, 2006

BMJ: Bruno Magli Japan Co., Ltd

Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in triplicate as of the date described below, and each party shall retain one original.

February 28, 2006

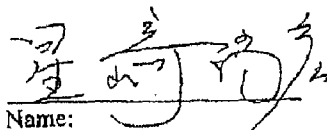
Itochu: ITOCHU CORPORATION

Name: Kazuhide Sasa
Title: Brand Marketing Division 1, COO
Date: Feb. , 2006

Magli: BRUNO MAGLI S.p.A.

Name: Luca Ramella
Title: Chairrman
Date:

BMJ: Bruno Magli Japan Co., Ltd



Name:
Title: 〒104-0061 中央区銀座4-13-11 銀座M&Sビル6F
Date: ブルーノマリ ジャパン株式会社

代表取締役 星崎尚彦

February 28, 2006



- 13 -

TRADEMARK
REEL: 003483 FRAME: 0106

TRADEMARK
REEL: 004029 FRAME: 0882

Exhibit 1

List of the Trademarks

Japan Trademark Registrations

No.	Registration Number	Trademark (for search)	Proprietor
1	0821220	MAGLI	BRUNO MAGLI S.p.A.
2	1059549	BRUNOMAGLI	BRUNO MAGLI S.p.A.
3	1088846	BRUNOMAGLI	BRUNO MAGLI S.p.A.
4	1103689	ブルーノマリー	Bruno Magli Japan Co.,Ltd.
5	1318739	BRUNOMAGLI	BRUNO MAGLI S.p.A.
6	1869047	BRUNOMAGLI	BRUNO MAGLI S.p.A.
7	1893506	BRUNOMAGLI	BRUNO MAGLI S.p.A.
8	1930918	M∞BRUNOMAGLI	BRUNO MAGLI S.p.A.
9	3158149	M∞BRUNOMAGLI	BRUNO MAGLI S.p.A.
10	3187069	M∞BRUNOMAGLI	BRUNO MAGLI S.p.A.
11	4024207	BRUNOMAGLI∞LION'S LINE	BRUNO MAGLI S.p.A.

International Trademark Registration Designated for Japan

1	811475 (for Japan only and no other country)	BRUNOMAGLI	BRUNO MAGLI S.p.A.
---	--	------------	--------------------

Japan Trademark Applications

No.	Application Number	Trademark	Proprietor
1	2005-81884	ブルーノマリ	BRUNO MAGLI S.p.A.

TRADEMARK
REEL: 003483 FRAME: 0107

TRADEMARK
REEL: 004029 FRAME: 0883

Exhibit 2-a

Agreement on Creation of Security Assignment
(*Jyoto Tanpo Settei Keiyakusho*)

With respect to the trademarks described in the attachment hereto (hereinafter referred to as the "Trademarks") that are held by BRUNO MAGLI S.p.A. (ブルーノ マリ ソシエタ ペル アッチオーニ), as security assignor (*jyoto tanpo setteisha*) (hereinafter referred to as "Magli"), and ITOCHU Corporation (伊藤忠商事株式会社), as security assignee (*jyoto tanpo kensha*) (hereinafter referred to as "Itochu"), hereby agrees to execute this Assignment on Creation of Security Assignment and assign the title to the Trademarks from Magli to Itochu to secure (i) the obligations of Bruno Magli Japan Co., Ltd. (ブルーノ マリ ジャパン株式会社) (hereinafter referred to as "BMJ") under the Loan Agreement as of February 28, 2006 by and between Itochu and BMJ and (ii) the obligations of Magli under the Guaranty as of February 28, 2006 by and between Magli and Itochu. Further, Magli shall accept without any objection that Itochu solely apply for the recordation of the assignment of title to the Trademarks.

1. Amount Secured
2. Obligator
 - (i) Place of Office Ginza M&S Building 6F, 13-11, Ginza 4-chome, Chuo-ku, Tokyo
 - Name Bruno Magli Japan Co., Ltd.
 - (ii) Place of Office Via Larga, 33-40138, Bolognya Italy
 - Name BRUNO MAGLI S.p.A.

Date: , 2006

Magli :
Place of Office Via Larga, 33-40138, Bolognya Italy
Name BRUNO MAGLI S.p.A. (ブルーノ マリ ソシエタ ペル アッチオーニ)

Name: Luca Ramella
Title: Chairman



Itochu :
Place of Office No. 1-3, Kyuutaro-machi, 4-chome
 Chuo-ku, Osaka-shi
 Osaka, Japan
Name ITOCHU Corporation (伊藤忠商事株式会社)

TRADEMARK
REEL: 003483 FRAME: 0108

TRADEMARK
REEL: 004029 FRAME: 0884

Attachment

Japanese Trademark Registration Nos.

0821220, 1059549, 1088846, 1318739, 1869047, 1893506, 1930918, 3158149, 3187069,
4024207

TRADEMARK
REEL: 003483 FRAME: 0109

TRADEMARK
REEL: 004029 FRAME: 0885

Exhibit 2-b

Agreement on Creation of Security Assignment
(*Jyoto Tanpo Settei Keiyakusho*)

With respect to the trademarks described in the attachment hereto (hereinafter referred to as the "Trademarks") that are held by Bruno Magli Japan Co., Ltd. (ブルーノマリジャパン株式会社), as security assignor (*jyoto tanpo setteisha*) (hereinafter referred to as "BMJ"), and ITOCHU Corporation (伊藤忠商事株式会社), as security assignee (*jyoto tanpo kensha*) (hereinafter referred to as "Itochu"), hereby agrees to execute this Assignment on Creation of Security Assignment and assign the title to the Trademarks from BMJ to Itochu to secure (i) the obligations of BMJ under the Loan Agreement as of February 28, 2006 by and between Itochu and BMJ and (ii) the obligations of BRUNO MAGLI S.p.A. (ブルーノ マリ ソシエタ ペル ア ッチ オー ニ) (hereinafter referred to as "Magli") under the Guaranty as of February 28, 2006 by and between Magli and Itochu. Further, BMJ shall accept without any objection that Itochu solely apply for the recordation of the assignment of title to the Trademarks.

1. Amount Secured
2. Obligor
 - (i) Place of Office Ginza M&S Building 6F, 13-11, Ginza 4-chome, Chuo-ku, Tokyo
Name Bruno Magli Japan Co., Ltd.
 - (ii) Place of Office Via Larga, 33-40138, Bologna Italy
Name BRUNO MAGLI S.p.A.

Date: , 2006

BMJ :
Place of Office Ginza M&S Building 6F, 13-11, Ginza 4-chome, Chuo-ku, Tokyo
Name Bruno Magli Japan Co., Ltd. (ブルーノマリジャパン株式会社)

Name:
Title:

代表取締役

星崎尚彦



Itochu :
Place of Office No. 1-3, Kyuutaro-machi, 4-chome
Chuo-ku, Osaka-shi
Osaka, Japan
Name ITOCHU Corporation (伊藤忠商事株式会社)

TRADEMARK
REEL: 003483 FRAME: 0110

TRADEMARK
REEL: 004029 FRAME: 0886

Attachment

Japanese Trademark Registration No.

1103689

TRADEMARK
REEL: 003483 FRAME: 0111

TRADEMARK
REEL: 004029 FRAME: 0887

Exhibit 3-a

Certificate of Conditional Assignment

Dated: , 2006

Obligee for Provisional Registration

Address: Via Latga, 33-40138, Bolognya Italy
Name: BRUNO MAGLI S.p.A.
Nationality: Italy

Japanese Trademark Registration Nos.

0821220, 1059549, 1088846, 1318739, 1869047, 1893506, 1930918, 3158149, 3187069,
4024207, 811475

Our company shall assign to your company the said trademark registrations owned by our company upon the following condition being satisfied;

(i) Repayment of all outstanding obligations of Bruno Magli Japan Co., Ltd. (hereinafter referred to as "BMJ") under the Loan Agreement as of February 28, 2006 by and between BMJ and our company and (ii) release of all outstanding obligations of Magli under the Guaranty as of February 28, 2006 by and between Magli and our company, prior to the foreclosure of Jyoto Tanpo as defined in Article 6 of the Trademark Security Assignment Agreement dated February 28, 2006 between BRUNO MAGLI S.p.A., Bruno Magli Japan Co., Ltd., and our company

Further, our company shall accept without any objection that your company solely apply for the provisional registration of preservation of transfer claims with respect to the said conditional assignment.

Trademark Holder

Address: 1-3, Kyuutaroumachi 4-chome Chuo-ku,
Osaka-shi, Osaka, Japan
Name: ITOCHU Corporation (伊藤忠商事株式会社)

TRADEMARK
REEL: 003483 FRAME: 0112

TRADEMARK
REEL: 004029 FRAME: 0888

Exhibit 3-b

Certificate of Conditional Assignment

Dated: , 2006

Obligee for Provisional Registration

Address: Ginza M&S Building 6F, 13-11, Ginza 4-chome, Chuo-ku, Tokyo
Name: Bruno Magli Japan Co., Ltd.
Nationality: Japan

Japanese Trademark Registration Nos.

1103689

Our company shall assign to your company the said trademark registrations owned by our company upon the following condition being satisfied;

(i) Repayment of all outstanding obligations of Bruno Magli Japan Co., Ltd. (hereinafter referred to as "BMJ") under the Loan Agreement as of February 28, 2006 by and between BMJ and our company and (ii) release of all outstanding obligations of Magli under the Guaranty as of February 28, 2006 by and between Magli and our company, prior to the foreclosure of Jyoto Tanpo as defined in Article 6 of the Trademark Security Assignment Agreement dated February 28, 2006 between BRUNO MAGLI S.p.A., Bruno Magli Japan Co., Ltd., and our company

Further, our company shall accept without any objection that your company solely apply for the provisional registration of preservation of transfer claims with respect to the said conditional assignment.

Trademark Holder

Address: 1-3, Kyuutaroumachi 4-chome Chuo-ku,
Osaka-shi, Osaka, Japan
Name: ITOCHU Corporation (伊藤忠商事株式会社)

TRADEMARK
REEL: 003483 FRAME: 0113

TRADEMARK
REEL: 004029 FRAME: 0889

Exhibit 4

Certificate of Assignment


We, the undersigned, BRUNO MAGLI S.p.A. (ブルーノ マリ ソシエタ ペル アッ チオーニ), a corporation organized under the laws of Italy, having its registered office at Via Larga, 33, 40318 Bologna, Italy, do here by assign all our rights and interests in and to the following Japanese trademark applications to ITOCHU Corporation. (伊藤忠商事株式会社) of 1-3, Kyutaro-machi, 4 chome, Chuo-ku, Osaka-City, Osaka, Japan (日本国大阪府大阪市中央区久太郎町 4丁目 1番 3号), and also agree that the above assignee shall alone attend to the application for recordal of this assignment with the Japan Patent Office.

Japanese Trademark Application. No. 2005-81884

DATE : , 2006

Place of Office Name Via Larga, 33-40138, Bologna Italy
BRUNO MAGLI S.p.A. (ブルーノ マリ ソシエタ ペル
アッチオーニ)

Name: Luca Ramella
Title: Chairman



TRADEMARK
REEL: 003483 FRAME: 0114

TRADEMARK
REEL: 004029 FRAME: 0890

Exhibit 5

Request for Recording of a Change of Ownership

TRADEMARK
REEL: 003483 FRAME: 0115

TRADEMARK
REEL: 004029 FRAME: 0891

MMS(E)

MADRID AGREEMENT AND PROTOCOL CONCERNING THE
INTERNATIONAL REGISTRATION OF MARKS

REQUEST FOR THE RECORDING OF A
CHANGE IN OWNERSHIP
(Rule 25 of the Common Regulations)

IMPORTANT

1. If the present request relates to a total change in ownership, as provided for in item 6(a), this form may be used for several international registrations in the name of the same holder.
2. If the present request relates to a partial change in ownership, as provided for in item 6(b), this form may only be used to request the recording of a change in ownership for a single international registration.
3. This request may be presented to the International Bureau directly by the recorded holder, or by the Office of the Contracting Party of the recorded holder or by the Office of the Contracting Party of the new owner (the transferee).



World Intellectual Property Organization
34, chemin des Colombettes, P.O. Box 18,
1211 Geneva 20, Switzerland
Tel.: (41-22) 338 9111
Fax (International Trademark Registry): (41-22) 740 1429
e-mail: intreg.mail@wipo.int - Internet: <http://www.wipo.int>

MMS(E) - IV.04

TRADEMARK
REEL: 003483 FRAME: 0116

TRADEMARK
REEL: 004029 FRAME: 0892

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

For use by the holder	For use by the holder/Office
This request contains the following number of continuation sheets:	Holder's reference: 4060108MP..... Office's reference:
<p>1 INTERNATIONAL REGISTRATION NUMBER(S) (several international registration numbers may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a)) 811475.....</p>	
<p>2 NAME OF THE HOLDER (transferor) (as recorded in the International Register) BRUNO MAGLI S.P.A.....</p>	
<p>3 NEW OWNER (transferee)</p> <p>(a) Name: ITOCHU Corporation.....</p> <p>(b) Address: 1-3, Kyutaro-machi 4-chome, Chuo-ku, Osaka-shi, Osaka 541-8577, Japan.....</p> <p>(c) Address for correspondence:</p> <p>(d) Telephone: 81-6-6241-3584..... Fax: 81-6-6241-4571..... E-mail address: adachi-kay@itochu.co.jp.....</p>	
<p>4 ENTITLEMENT OF THE TRANSFEEE TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION</p> <p>(a) Indicate in the appropriate space(s):</p> <p>(i) the name of the Contracting State of which the transferee is a national; and/or, Japan.....</p> <p>(ii) the name of the State member of a Contracting Organization of which the transferee is a national; and/or,</p> <p>(iii) the name of the Contracting Party in the territory of which the transferee is domiciled; and/or,</p> <p>(iv) the name of the Contracting Party in the territory of which the transferee has a real and effective industrial or commercial establishment:</p> <p>(b) Where the transferee is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(ii) or (iv) of the present item, indicate in the space provided below:</p> <p>(i) the address of the transferee in the territory of the Contracting Party mentioned in paragraph (a)(ii) of the present item; or,</p> <p>(ii) the address of the transferee's industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.</p>	

5 APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER (optional)

Name: FUKAMI Hisao
 Address: Fukami Patent Office, Nakanoshima Central Tower, 22nd Floor 2-7, Nakanoshima 2-chome, Kita-ku, Osaka-shi,
 Osaka 530-0005, Japan
 Telephone: 81-6-4707-2021
 Fax: 81-6-4707-1731 E-mail address: trademark@fukamipat.gr.jp

SIGNATURE OF THE NEW OWNER APPOINTING THE ABOVE REPRESENTATIVE

6 SCOPE OF THE CHANGE IN OWNERSHIP (check either (a) or (b))

- (a) **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s));
- (b) **PARTIAL CHANGE IN OWNERSHIP** (read note No. 2 on the cover page before checking this box)
- (i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or,
- Japan
- (ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes); if no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services.

If the space provided is not sufficient, check this box and use a continuation sheet

7 MISCELLANEOUS INDICATIONS

- (a) Indications concerning the transferee (as may be required by certain designated Contracting Parties):
- (i) if the transferee is a natural person, nationality of the transferee:
- (ii) if the transferee is a legal entity:
- legal nature of the legal entity: Joint-stock company
 - State and, where applicable, territorial unit within that State, under the law of which the legal entity is organized:
- Japan
- (b) The transferee may choose a preferred language for correspondence: English French Spanish

8 SIGNATURE BY THE HOLDER OR HIS REPRESENTATIVE

Holder
 (as recorded in the International Register)

Name: BRUNO MAGLI S.P.A.

Signature:

Representative of the holder
 (as recorded in the International Register)

Signature:

9 OFFICE PRESENTING THE REQUEST (if applicable)

Name of the Office:

Signature and/or stamp of the Office:

FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT

The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).

Holder of the account: Account number:

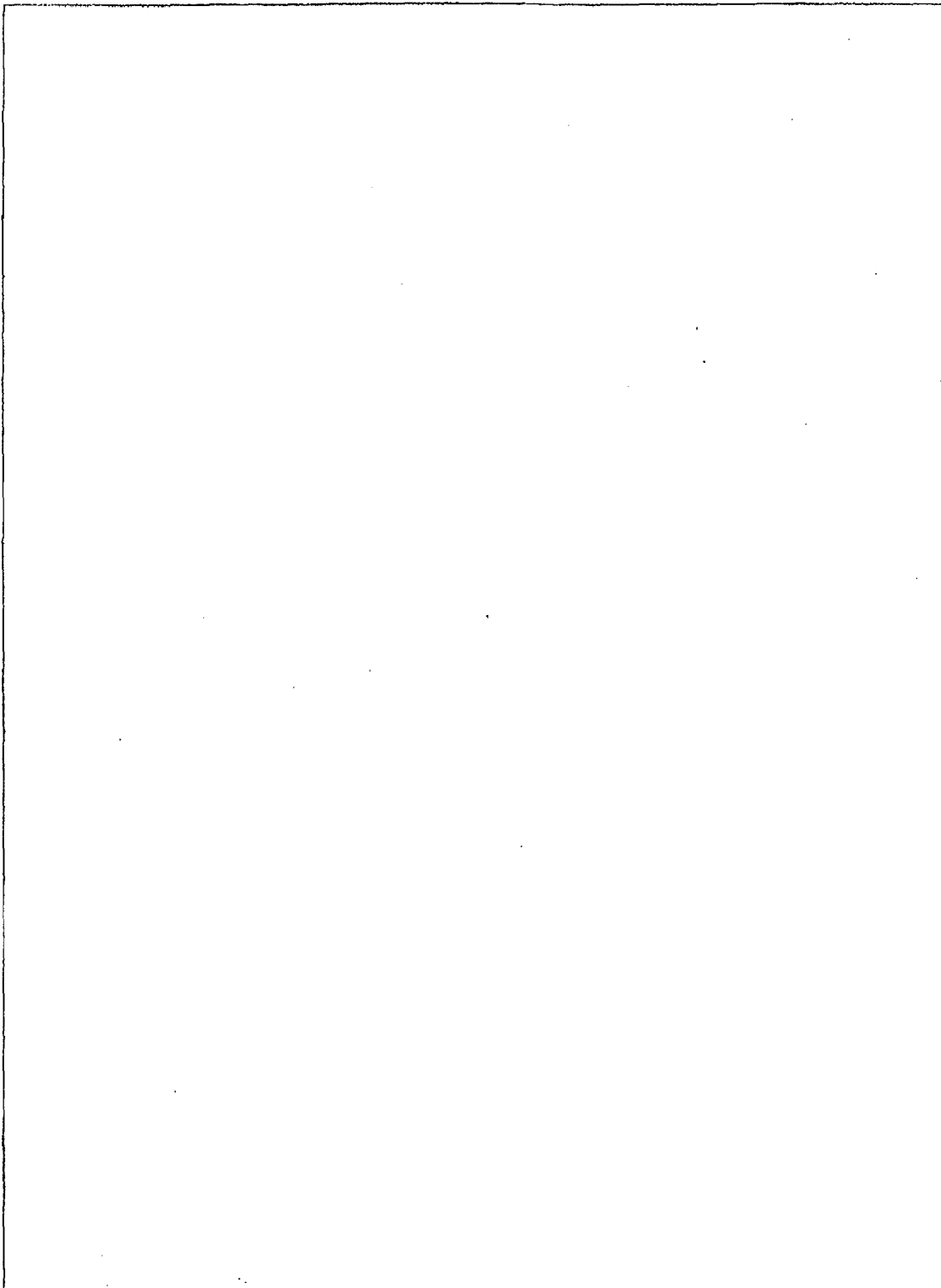
Identity of the party giving the instructions:

(b) AMOUNT OF FEES; METHOD OF PAYMENT

Amount (177 Swiss francs) x 1 (per international registration mentioned in item 1) Grand total (Swiss francs) .. 177.....

Identity of the party effecting the payment:

Payment received and acknowledged by WIPO	<input type="checkbox"/>	WIPO receipt number
Payment made by banker's cheque (attached)	<input type="checkbox"/>	Cheque identification	dd/mm/yyyy
Payment made by banker's cheque (sent separately)	<input type="checkbox"/>	Cheque identification	dd/mm/yyyy
Payment made to WIPO bank account No. CH35 0425 1048 7080 8100 0 Credit Suisse, CH-1211 Geneva 70 Swift: CRESCH ZZ12A	<input checked="" type="checkbox"/>	Payment identification	dd/mm/yyyy
Payment made to WIPO postal cheque account N° 12-5000-8, Geneva	<input type="checkbox"/>	Payment identification	dd/mm/yyyy
		Fukami Patent Office



MM5(E) - IV.04

TRADEMARK
REEL: 003483 FRAME: 0120

TRADEMARK
REEL: 004029 FRAME: 0896

Exhibit 6

Request for Recording a Restriction against the Holder's Right of Disposal

TRADEMARK
REEL: 003483 FRAME: 0121

TRADEMARK
REEL: 004029 FRAME: 0897

MADRID AGREEMENT AND PROTOCOL CONCERNING THE
INTERNATIONAL REGISTRATION OF MARKS

REQUEST FOR THE RECORDING OF A
RESTRICTION OF THE HOLDER'S RIGHT OF DISPOSAL
(Rule 20 of the Common Regulations)

IMPORTANT

The Form must be presented to the International Bureau

(a) by the recorded holder, or by the Office of the Contracting Party of the recorded holder, in which case the restriction may concern all or some of the designated Contracting Parties;

(b) by the Office of a designated Contracting Party, in which case the restriction may concern only the territory of the said designated Contracting Party;

2. The Form may be used to request the recording of a restriction of the holder's right of disposal in respect of several international registrations of the same holder, provided that the Contracting Parties in respect of which the international registration is restricted are the same for all the international registrations concerned.



World Intellectual Property Organization
34, chemin des Colombettes, P.O. Box 18,
1211 Geneva 20, Switzerland
Tel.: (41-22) 338 9111
- Fax (International Trademark Registry): (41-22) 740 1429
e-mail: intreg.mail@wipo.int - Internet: <http://www.wipo.int>

RESTRICTION OF THE HOLDER'S RIGHT OF DISPOSAL

For use by the holder or Office

Holder's reference:

Office's reference:

1 INTERNATIONAL REGISTRATION NUMBER(S)

811475A

2 NAME OF THE HOLDER
(as recorded in the International Register)

ITOCHU CORPORATION

3 CONTRACTING PARTY(IES) CONCERNED (check either (a) or (b))

(a) The restriction of the holder's right of disposal is to be recorded for all the designated Contracting Parties;

(b) The restriction of the holder's right of disposal is to be recorded for some only of the designated Contracting Parties. Indicate below, by checking the corresponding box(es), those Contracting Parties:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> AG Antigua and Barbuda | <input type="checkbox"/> EE Estonia | <input type="checkbox"/> KR Republic of Korea | <input type="checkbox"/> RU Russian Federation |
| <input type="checkbox"/> AL Albania | <input type="checkbox"/> EG Egypt | <input type="checkbox"/> KZ Kazakhstan | <input type="checkbox"/> SD Sudan |
| <input type="checkbox"/> AM Armenia | <input type="checkbox"/> EM European Community | <input type="checkbox"/> LI Liechtenstein | <input type="checkbox"/> SE Sweden |
| <input type="checkbox"/> AN Netherlands Antilles | <input type="checkbox"/> ES Spain | <input type="checkbox"/> LR Liberia | <input type="checkbox"/> SG Singapore |
| <input type="checkbox"/> AT Austria | <input type="checkbox"/> FI Finland | <input type="checkbox"/> LS Lesotho | <input type="checkbox"/> SI Slovenia |
| <input type="checkbox"/> AU Australia | <input type="checkbox"/> FR France | <input type="checkbox"/> LT Lithuania | <input type="checkbox"/> SK Slovakia |
| <input type="checkbox"/> AZ Azerbaijan | <input type="checkbox"/> GB United Kingdom | <input type="checkbox"/> LV Latvia | <input type="checkbox"/> SL Sierra Leone |
| <input type="checkbox"/> BA Bosnia and Herzegovina | <input type="checkbox"/> GE Georgia | <input type="checkbox"/> MA Morocco | <input type="checkbox"/> SM San-Marino |
| <input type="checkbox"/> BG Bulgaria | <input type="checkbox"/> GR Greece | <input type="checkbox"/> MC Monaco | <input type="checkbox"/> SY Syrian Arab Republic |
| <input type="checkbox"/> BH Bahrain | <input type="checkbox"/> HR Croatia | <input type="checkbox"/> MD Rep. of Moldova | <input type="checkbox"/> SZ Swaziland |
| <input type="checkbox"/> BT Bhutan | <input type="checkbox"/> HU Hungary | <input type="checkbox"/> MK The former Yugoslav
Rep. of Macedonia | <input type="checkbox"/> TJ Tajikistan |
| <input type="checkbox"/> BX Benelux | <input type="checkbox"/> IE Ireland | <input type="checkbox"/> MN Mongolia | <input type="checkbox"/> TM Turkmenistan |
| <input type="checkbox"/> BY Belarus | <input type="checkbox"/> IR Iran (Islamic Republic of) | <input type="checkbox"/> MZ Mozambique | <input type="checkbox"/> TR Turkey |
| <input type="checkbox"/> CH Switzerland | <input type="checkbox"/> IS Iceland | <input type="checkbox"/> NA Namibia | <input type="checkbox"/> UA Ukraine |
| <input type="checkbox"/> CN China | <input type="checkbox"/> IT Italy | <input type="checkbox"/> NO Norway | <input type="checkbox"/> US United States of America |
| <input type="checkbox"/> CU Cuba | <input type="checkbox"/> JP Japan | <input type="checkbox"/> PL Poland | <input type="checkbox"/> UZ Uzbekistan |
| <input type="checkbox"/> CY Cyprus | <input type="checkbox"/> KE Kenya | <input type="checkbox"/> PT Portugal | <input type="checkbox"/> VN Viet Nam |
| <input type="checkbox"/> CZ Czech Republic | <input type="checkbox"/> KG Kyrgyzstan | <input type="checkbox"/> RO Romania | <input type="checkbox"/> YU Serbia and Montenegro |
| <input type="checkbox"/> DE Germany | <input type="checkbox"/> KP Democratic People's
Republic of Korea | | <input type="checkbox"/> ZM Zambia |
| <input type="checkbox"/> DK Denmark | | | |
| <input type="checkbox"/> DZ Algeria | | | |

Others:

4 SUMMARY STATEMENT OF THE MAIN FACTS CONCERNING THE RESTRICTION

(only a brief summary of the main facts concerning the restriction is to be given, and no supporting documentation should be attached to the present form. The following example may be used to draft the summary: "the holder's right of disposal of the above-mentioned international registration(s) has been restricted in the Contracting Party(ies) indicated in heading 3, following the execution of a dated, in favour of")

The holder's right of disposal of the above-mentioned international registration has been restricted in the Contracting Party indicated in heading 3 following the execution of a Trademark Security Assignment Agreement (in the form of a "Jyoto Tanpo" under Japanese law) date February 28, 2006 in favor of Bruno Magli. The holder may only dispose of the international registration upon the Default Event in accordance with the provisions of the said Trademark Security Assignment Agreement.

5 SIGNATURE BY THE HOLDER OR HIS REPRESENTATIVE (where applicable)

Holder
(as recorded in the International Register)

Representative of the holder
(as recorded in the International Register)

Name:

Name:

Signature:

Signature:

6 OFFICE PRESENTING THE REQUEST (where applicable)

Name of the Office
.....

Signature and/or stamp of the Office
.....

Schedule 3.1.(b)(ii)

Consideration payable to the statutory auditors ("*sindaci*")
of Bruno Magli S.p.A.

TRADEMARK
REEL: 003483 FRAME: 0125

TRADEMARK
REEL: 004029 FRAME: 0901

Giovanni Tedeschi	Compensation "sindaco" 2005	21.001,59
	Compensation "sindaco" 2006	15.111,50
Maurizio Salom	Compensation "sindaco" 2005	11.279,43
	Compensation "sindaco" 2006	7.949,34
Roberto Buonamici	Compensation "sindaco" 2006	1.503,96
Riccardi-Salom-Tedeschi	Professional services 2004	2.080,00
	Professional services 2005	4.160,00
	Professional services 2006	4.160,00
	Total (Euro)	<u>67.245,82</u>

Note: the above amounts do not include VAT

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Schedule 3.1.(b)(iii)

Names and data of the persons designated by Sephir Holding S.à r.l. for the purpose of being appointed as directors and statutory auditors of Bruno Magli S.p.A. and, as directors, of V-Lux S.A. and NewInvest 2 S.A..

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Bruno Magli Spa

Directors

Luca Ramella
Tim Babich
Camilla Tolomei di Lippa

Statutory Auditors

Giovanni Tedeschi
Maurizio Salom
Roberto Buonamici

V-Lux S.A.

Directors

Tim babich
Tej Gujadhur

NewInvest 2 S.A.

Directors

Tim babich
Tej Gujadhur

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Schedule 3.1.(b)(iv)

Letter from Opera SCA to Banca di Roma S.p.A. informing it of the sale of
No. 1,569,974.00 shares in NewInvest 2 S.A.

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TRADEMARK
REEL: 004029 FRAME: 0905

Spettabili

V-Lux S.A.
21, Rue de Nassau
L-2213 Lussemburgo

Banca di Roma S.p.A.
Viale Umberto Tupini, 180
00144 Roma

Lussemburgo, ___ gennaio 2007

Oggetto: Cessione azioni NewInvest 2 S.A.

Egregi Signori,

Vi scriviamo nella nostra qualità di socio accomandatario in nome e per conto di Opera Participations S.C.A., con sede in 18, Avenue de la Porte Neuve, L-2227 Lussemburgo (in seguito "Opera").

Con la presente Vi informiamo che in data odierna Opera ha ceduto a Saphir Holding S.à.r.l., con sede in 46A, Avenue J.F. Kennedy, L-1855 Lussemburgo (in seguito "Saphir"), n. 1.419.693 azioni di NewInvest 2 S.A., con sede in 18, Avenue de la Porte Neuve, L-2227 Lussemburgo (in seguito "NewInvest"), costituenti l'intera partecipazione di Opera in NewInvest.

Vi informiamo altresì che, sempre in data odierna ed in forza del medesimo contratto, anche VMTO S.à.r.l., con sede in 20, Rue de la Poste, L-2346 Lussemburgo, ha trasferito a Saphir n. 150.281 azioni di NewInvest, costituenti l'intera sua partecipazione in NewInvest.

Entrambe le cessioni di cui sopra sono avvenute ad un prezzo simbolico.

Con riferimento alle complessive n. 1.569.974 azioni di NewInvest in tal modo acquistate, Saphir ha aderito, con la lettera che qui si allega in originale, all'atto di pegno da noi stipulato in nome e per conto di Opera in data 29 marzo 2004, per effetto del quale tali azioni sono attualmente costituite in pegno di terzo grado a garanzia delle obbligazioni di NewInvest nei Vostri confronti, derivanti dal finanziamento a medio termine originariamente concesso, con un contratto di finanziamento in data 28 maggio 2003, a favore di Bruno Magli S.p.A., le cui obbligazioni ai sensi di tale finanziamento a medio termine sono state successivamente assunte da NewInvest, per effetto di una convenzione in data 3 marzo 2004.

Distinti saluti.

In nome e per conto di
Opera Participations S.C.A.

Opera Management S.A.

TRADEMARK
REEL: 003483 FRAME: 0130

TRADEMARK
REEL: 004029 FRAME: 0906

Messrs.

V-Lux S.A.
21, Rue de Nassau
L-2213 Luxembourg

Banca di Roma S.p.A.
Viale Umberto Tupini, 180
00144 Rome

Luxembourg, __ January 2007

Re: Sale of shares of NewInvest 2 S.A.

Dear Sirs,

We are writing to you in our capacity as general partner in the name and on behalf of Opera Participations S.C.A., whose registered office is at 18, Avenue de la Porte Neuve, L-2227 Luxembourg (hereinafter "**Opera**").

We hereby inform you that on today's date Opera has sold to Saphir Holding S.à.r.l., whose registered office is at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg (hereinafter "**Saphir**"), no. 1,419,693 shares of NewInvest 2 S.A., whose registered office is at 18, Avenue de la Porte Neuve, L-2227 Luxembourg (hereinafter "**NewInvest**"), constituting the entire shareholding of Opera in NewInvest.

We further inform you that, on today's date and pursuant to the same agreement, also VMTO S.à.r.l., whose registered office is at 20, Rue de la Poste, L-2346 Luxembourg, has sold to Saphir no. 150,281 shares of NewInvest, constituting its entire shareholding in NewInvest.

Both the sales referred to above have been made at a nominal price.

With reference to the total no. 1,569,974 shares of NewInvest so purchased, Saphir has adhered, by means of the original letter enclosed herewith, to the pledge agreement that we entered into on 29th March 2004 in the name and on behalf of Opera, pursuant to which such shares are currently subject to a third ranking pledge as security for the obligations of NewInvest towards you, arising from a medium term loan originally granted, pursuant to a facilities agreement dated 28th May 2003, to Bruno Magli S.p.A., whose obligations under such medium term loan were subsequently assumed by NewInvest, pursuant to an agreement dated 3rd March 2004.

Yours faithfully,

In the name and on behalf of
Opera Participations S.C.A.

Opera Management S.A.

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TRADEMARK
REEL: 004029 FRAME: 0907

Schedule 3.1.(d)(iii)

Waiver letters from Sephir Holding S.à r.l. to the directors and statutory auditors of V-Lux S.A., NewInvest 2 S.A. and Bruno Magli S.p.A..

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TRADEMARK
REEL: 004029 FRAME: 0908

January 23, 2007

Messrs.
Luca Amedeo Ramella
Camilla Tolomei di Lippa
Magnolia Albertazzi
Renato Preti
Maurizio Salom
Giovanni Tedeschi
Roberto Buonamici
Marco Sterzi
Sonja Bemtgen
Pierre Thielen
Olivier Rodesch

We refer to the Acquisition Agreement (the "Agreement") entered into on January --, 2007 by and between (i) Opera Participation SCA (ii) VMT III, LLC (iii) VMTO SARL (iv) Bruno Magli S.p.A. (v) V-Lux S.A. (vi) NewInvest S.A. and (vii) our company in relation to, *inter alia*, the sale and purchase of the Shares and the Notes and the assignment of the Receivables and the Related Security Interests (as such terms are defined in the Agreement).

Unless the context otherwise requires, terms used in this letter with an initial capital letter shall have the same meaning as defined in the Agreement.

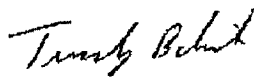
We hereby irrevocably undertake, for the benefit of the persons to whom this letter is addressed (in their capacity as director or statutory auditor or BM or, as the case may be, V-Lux or NI2) and of all the other persons who in the last 5 (five) years have held the office of director or statutory auditor (*sindaco* or equivalent office in jurisdictions other than Italy) of any of V-Lux, NI2 and BM (collectively, the "Beneficiaries"), to refrain and to cause V-Lux, NI2 and BM, as the case may be, to refrain, except in the case of gross negligence or willful misconduct on the part of the Beneficiaries or in the case of fraudulent concealment by the Beneficiaries of events that would allow the filing of such claims or actions, from: (i) making and/or pursuing any claims against any of the Beneficiaries, in relation to their conduct as directors or statutory auditors of any of the aforementioned companies; and (ii) voting in the shareholders' meeting of any of the aforementioned companies in favor of any resolution to take legal action against any of the Beneficiaries in relation to their conduct as directors or statutory auditors.

Should we sell or otherwise transfer to any third parties all or any of the shares in V-Lux, NI2, BM within 3 (three) years from the Closing Date, we shall cause the purchaser or transferee of such shares to undertake obligations similar to the ones provided hereby for the benefit of the Beneficiaries, by delivering to the Beneficiaries a letter substantially in the form of this letter.

The obligations undertaken by us hereunder are irrevocable notwithstanding anything to the contrary provided by Article 1411 ICC or by any equivalent provisions of the Law.

Kind regards.

Sephir Holding S.à.r.l.


Timothy Babich

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Schedule 3.2.(c)

Deed of acknowledgement to be entered into on the Closing Date
by Sephir Holding S.à.r.l. and VMT III, LLC..

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Tra

VMT III, LLC, società dello Stato del Delaware (Stati Uniti d'America) avente sede legale in Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, rappresentata ai fini del presente atto da [●], come da procura speciale allegata al presente atto sub Allegato A ("Cedente")

E

Sephir Holdings S.à.r.l., società di diritto lussemburghese, avente sede in 46A, Avenue J.F. Kennedy, L-1855, Lussemburgo, rappresentata ai fini del presente atto, in via tra loro disgiuntiva, da Edoardo Angelo Disetti e da Paolo Manganeli, come da procura speciale allegata al presente atto sub Allegato B ("Cessionario")

(il Cedente e il Cessionario di seguito congiuntamente definiti come le "**Parti**")

Premesso che

- (A) Per effetto della stipula di un accordo (l'"**Atto di Cessione di Crediti in Garanzia**") con la società V-Lux S.A., società di diritto lussemburghese, avente sede in 21, Rue de Nassau, L-2227, Lussemburgo ("**V-Lux**"), in data 12 giugno 2006, il Cedente ha acquistato in garanzia i crediti vantati da V-Lux nei confronti di Bruno Magli S.p.a. ("**Bruno Magli**") nascenti (i) dal contratto di finanziamento a lungo termine del 31 gennaio 2003 ("**Finanziamento Capex**") e (ii) dalla concessione di linea di credito *revolving* denominata del 28 maggio 2003 ("**Linea Revolving**").
- (B) Il Finanziamento Capex e la Linea Revolving sono assistiti da garanzie reali, tra cui, in particolare, i pegni rispettivamente di primo e secondo grado (i "**Pegni**") sui (i) marchi italiani, (ii) marchi comunitari e (iii) marchi esteri registrati negli Stati Uniti d'America, tutti di proprietà di Bruno Magli, come dettagliatamente descritti nell'elenco Allegato 1 al presente atto ricognitivo (i "**Marchi**").

- (C) In data odierna, il Cedente ha ceduto *pro soluto* al Cessionario i diritti e gli obblighi derivanti dall'Atto di Cessione in Garanzia, inclusi i crediti vantati dal Cedente nei confronti di Bruno Magli nascenti dal Finanziamento Capex e dalla Linea Revolving ("Cessione dei Crediti"), ed i connessi diritti di garanzia, ivi compresi i Pegni sui Marchi ("Cessione dei Pegni sui Marchi").
- (D) L'atto di cessione dei Pegni a favore del Cedente è stato trascritto presso l'Ufficio Italiano Brevetti e Marchi e l'Ufficio per l'Armonizzazione nel Mercato Interno, nei termini previsti dalle legge applicabili.
- (E) A mezzo della presente dichiarazione, le Parti intendono trascrivere presso i competenti uffici italiani ed esteri, secondo le formalità prescritte per ciascuno di essi, ivi compreso l'Ufficio Italiano Brevetti e Marchi e l'Ufficio per l'Armonizzazione nel Mercato Interno, la Cessione dei Pegni sui Marchi.

Ciò premesso, le Parti dichiarano quanto segue

In data odierna, a mezzo della Cessione dei Crediti e della Cessione dei Pegni, il Cedente ha ceduto al Cessionario, che li ha ricevuti, i Pegni sui Marchi.

La presente dichiarazione è soggetta a registrazione a tassa in misura fissa

VMT III, LLC

Sephir Holdings S.à.r.l.

Schedule 4 Part I

Representations and warranties of VMT III, LLC, VMTO S.à.r.l.
and Opera Participations SCA.

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1. REPRESENTATIONS AND WARRANTIES OF VMT AND VMTO

Subject to the following exceptions and limitations, VMT and VMTO jointly and severally make the following representations and give the following warranties to the Purchaser, which representations and warranties constitute the sole representations and warranties being made by any VMT Entity in connection with this Acquisition Agreement or the Transactions. Unless otherwise indicated, the following representations and warranties are true, complete, accurate and correct as of the date hereof.

- 1.1. Each of VMT and VMTO is a company validly existing under the laws of its respective jurisdiction and has the full power and authority to own its property, to carry on its activity as now conducted, to execute and deliver this Acquisition Agreement and to perform its obligations hereunder.
- 1.2. Neither VMT nor VMTO have been declared insolvent, bankrupt by any court having jurisdiction nor are they subject to any insolvency, winding up or bankruptcy-like procedures and have never asked to be subject to any such procedures. To the actual knowledge of VMT and VMTO, no requests for bankruptcy or bankruptcy-like procedures have ever been filed against VMT or VMTO and no bankruptcy or liquidation or similar procedures are pending against them.
- 1.3. VMTO has not assigned its portion of the NI2 Shareholders' Loan.
- 1.4. VMTO has no other credit *vis-à-vis* NI2 other than its portion of the NI2 Shareholders' Loan.
- 1.5. Each of VMT and VMTO is the lawful record and beneficial owner of the Shares owned by them as set forth in the Recitals and has good title to such Shares. Neither VMT nor VMTO have created nor are they actually aware of any existing Encumbrances on such Shares being transferred by them, with the sole exception of the Pledges and the Pledge BdR and any Encumbrances as set forth in the Shareholders' Agreements and in the Organizational Documents or existing by operation of applicable Law.
- 1.6. The execution and delivery by VMT and VMTO of this Acquisition Agreement, the consummation of the Transactions and the performance of their obligations under this Acquisition Agreement have been, or, prior to the Closing will be, duly authorized by all necessary action on the part of VMT and VMTO.
- 1.7. The Acquisition Agreement constitutes a legal, valid and binding obligation of each of VMT and VMTO, enforceable against each of them in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights generally.
- 1.8. VMT has good and marketable title to the Notes, and is not actually aware of any Encumbrances on the Notes other than as set forth in the agreements pursuant to which VMT purchased the Notes or existing by operation of applicable Law.
- 1.9. VMT has not voluntarily assigned, charged, pledged or created any other form of security interest in favor of any Person (other than the Purchaser) over any of its rights, title or interest to or in the Notes or otherwise agreed to sell or transfer to any

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Person (other than the Purchaser) any of its rights, title or interest to any of the foregoing.

- .10. Since the date of the execution of the Assignment of Receivables Agreement, VMT has not assigned, charged, pledged or created any other form of security interest in favor of any Person (other than the Purchaser) over any of its rights, title or interest to or in the Receivables and the Related Security Interests or otherwise agreed to sell, transfer, or create any Encumbrance in favor of any Person (other than the Purchaser) on, any of its rights, title or interest to any of the foregoing.

2. REPRESENTATIONS AND WARRANTIES OF OPERA

Opera makes the following representations and gives the following warranties to the Purchaser, being aware that the Purchaser is entering into this Acquisition Agreement relying on the truthfulness, completeness, accuracy and correctness of such statements, subject to the following exceptions and limitations. Unless otherwise indicated, the following representations and warranties are true, complete, accurate and correct at the date hereof as well as of the Closing Date.

- 2.1. Opera is a company validly existing under the laws of Luxembourg and has the full power and authority to own its property, to carry on its activity as now conducted, to execute and deliver this Acquisition Agreement and to perform its obligations hereunder.
- 2.2. Each Company is a company duly constituted and validly existing under the laws of its jurisdiction and has the full power and authority to own its property and to carry on the activity as set forth in its Organizational Documents. Each Company has been and is being conducted in all material respects in accordance with applicable laws and regulations.
- 2.3. The Companies are duly qualified to do business in each jurisdiction in which such qualification is necessary except for those qualifications which, in aggregate, if not in existence or obtained, would not have a material adverse effect on the conduct of the business and operations of Companies.
- 2.4. Opera and the Companies have not been declared insolvent, bankrupt by any court having jurisdiction nor are they subject to any insolvency, winding up or bankruptcy-like procedures and have never asked to be subject to any such procedures. No requests for bankruptcy or bankruptcy-like procedures have ever been filed against Opera or the Companies and no bankruptcy or liquidation or similar procedures are pending against them.
- 2.5. The Companies have no shareholding interests in any company other than BM.
- 2.6. Opera has not assigned its portion of the NI2 Shareholders' Loan.
- 2.7. Opera has no other credit *vis-à-vis* NI2 other than its portion of the NI2 Shareholders' Loan and an amount receivable of € 15,140 for costs advanced by Opera in connection with the payment of premiums under a D&O insurance policy, which amount is included in the overall amount of € 375,000 indicated in paragraph 2.17 of this Schedule.
- 2.8. Opera, to the extent indicated in the Recitals, is the lawful record and beneficial owner of, and has good title to, its portion of the Shares, free and clear of any Encumbrances with the sole exception of the Pledges and the Pledge BdR, in so far as they relate to the Shares.
- 2.9. The issued capital of the Companies is wholly subscribed and paid in by the relevant Seller, which is duly registered in the shareholders' ledger of the relevant Company.
- 2.10. Except for this Acquisition Agreement, there are no outstanding options, warrants, rights, calls, agreements or other commitments or rights to purchase or acquire the Shares or other securities from the Companies.

- 2.11. By virtue of the consummation of the Transactions, the Purchaser shall (i) acquire full title to the portion of the Shares owned by Opera, free from any and all Encumbrances, with the sole exception of the Pledges and the Pledge BdR, in so far as they relate to the Shares; (ii) be entitled to be registered in the shareholders' ledger of NI2 and V-Lux as sole owner of the portion of the Shares owned by Opera; and (iii) be entitled to exercise all rights attached or accruing to the Shares in respect of the period commencing on the Closing Date including, without limitation, the right to receive all dividends, distributions or any return of capital declared, paid or made by the Companies in respects of periods commencing on the Closing Date, in all cases subject to the Pledges and the Pledge BdR where applicable.
- 2.12. No Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement (written or oral) or any right or privilege (whether by Law or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for (i) the purchase of any right in the portion of the Shares owned by Opera; or (ii) the purchase, subscription or issuance of any unissued shares or of any other securities of the Companies; or (iii) the voting rights of the Shares, in all cases subject to the Pledges and the Pledge BdR where applicable.
- 2.13. Opera has all power and authority necessary to execute this Acquisition Agreement, to consummate the Transactions and to perform its obligations under this Acquisition Agreement.
- 2.14. The execution and delivery by Opera of this Acquisition Agreement, the consummation of the Transactions and the performance of its obligations under this Acquisition Agreement have been duly authorized by all necessary action on the part of Opera.
- 2.15. Opera has duly executed and delivered this Acquisition Agreement and this Acquisition Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally.
- 2.16. The execution of this Acquisition Agreement and the performance of the obligations provided herein does not and shall not: (i) constitute a breach of any provisions of Law or the Organizational Documents of Opera or any resolutions adopted by the competent corporate bodies of Opera; (ii) constitute a breach of any judgment, decree, order or arbitration award issued against Opera by any competent judicial authority or arbitrator having jurisdiction over it; (iii) constitute a breach of any provisions of Law or the Organizational Documents of the Companies or any resolutions adopted by the competent corporate bodies of the Companies; (iv) constitute a breach of any judgment, decree, order or arbitration award issued against the Companies by any competent judicial authority or arbitrator having jurisdiction over either of them; (v) result in the losing by the Companies of the benefit of any Material Contracts, permits, assets, licenses, authorizations, grants, subsidies, rights or privileges; (vi) require the approval/clearance from any third party (including any Governmental Entity) under any law and regulations applicable to Opera and under any contracts, permits, licenses and authorizations to which Opera or any of the Companies is a party, it being understood and acknowledged by Opera and the Purchaser that BdR's approval or clearance of the Transactions is not required under the agreements set forth in Schedule 4 Part II, and it being further understood that neither Opera, in

relation to the subject matter of the Transactions, nor the Companies or BM are parties to any agreement, covenant or undertaking with BdR, other than those set forth in Schedule 4 Part II.

- 2.17. The Companies have no assets other than the BM shares owned by each of them, the credits arising from the BM Shareholders' Loan, the Capex and Revolving Facilities and, in the case of V-Lux only, the Medium Term Loan, except for the portion of BdR. The Companies have no liabilities, whether actual or contingent, howsoever arising, including those arising from non compliance with Law, violations of the corporate interest of the Companies or infringements of Organizational Documents of the Companies, other than: (i) those toward BM as resulting from the relevant accounting records of the Companies, (ii) the NI2 Shareholders' Loan, (iii) the Medium Term Loan, (iv) the Notes, and (v) the other liabilities listed in Schedule 6.4 attached to the Acquisition Agreement, not exceeding the aggregate amount of €375,000.
- 2.18. The books and records of the Companies are complete and accurate and have been properly and accurately kept and completed in accordance with applicable laws and regulations and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and regulations and with the relevant Organizational Documents, it being however understood that, as of the date hereof, the financial statements of NI2 relating to the financial year 2005 and the relevant Return, have not been filed with the competent authorities and it being further understood that such delay does not trigger the payment of any fine or other adverse consequences.
- 2.19. The shareholders' registers of the Companies are up-to-date, complete and accurate and have been properly and accurately kept and completed in accordance with applicable laws and regulations, most notably with the provisions of the Organizational Documents of each Company and of the Luxembourg Company Act of August 10, 1915 as amended (the "LCA").
- 2.20. All ordinary and extraordinary shareholders' meetings of each Company which are required in accordance with the LCA and/or other applicable laws and regulations, including those imposed under article 100 of the LCA or requested by a minority of shareholders, certain directors and/or the auditor have been duly convened in compliance with such laws and regulations.
- 2.21. Except as disclosed in paragraph 2.18 above, all Returns required to be filed by the Companies (i) have been filed on a timely basis with the appropriate tax authorities; (ii) have been prepared in accordance with any applicable Tax law or regulation, are correct and complete and accurately state all the Taxes due by Companies and any other information required under Tax laws or regulation. All amounts shown on such Returns have been fully and timely paid by Companies or adequate reserves therefore have been established.
- 2.22. The Companies are not party to any litigation of any nature, pending or threatened in writing, before any tax authority and they are not subject to any investigation or proceedings from any tax authority.
- 2.23. Each Company has never had and as of the Closing Date shall not have any employees.
- 2.24. No sums will be due by either Company to its directors, as a result of their resignation as of the Closing Date or otherwise, for any reason, including consideration, tax

withholdings and social security charges provided for by the Law in connection with their office.

- 2.25. Save for the contractual relationships mentioned in this Acquisition Agreement and those indicated in 2.25, the Companies are not party to any contractual relationships. All the above mentioned contractual relationships have been executed and performed in compliance with applicable Law and may not reasonably be expected to cause any litigation.
- 2.26. The Companies are not party to any litigation of any nature, pending or threatened in writing before any Governmental Entity whatsoever or against any third party.
- 2.27. The Companies have, from the Reference Date until the date hereof:
- a) not proposed or adopted any amendments to any of their Organizational Documents;
 - b) not declared, set aside or paid any dividend on, or made any other distribution or payment (whether in cash, stock or property) in respect of the Shares;
 - c) not acquired or agreed to acquire any material assets;
 - d) not sold, leased, exchanged, mortgaged, pledged, transferred or otherwise disposed of, or agreed to sell, lease, exchange, mortgage, pledge, transfer or otherwise dispose of, any material assets;
 - e) not changed any of its methods of accounting (including, without limitation, changes in depreciation or amortization policies) in effect as of the Reference Date;
 - f) not sold, assigned, licensed, transferred, conveyed, or otherwise disposed of any material Intellectual Property;
 - g) not terminated, amended, or waived any material right under, or failed to perform in any material respects its obligations under, any Material Contract (except those being contested in good faith) other than in the ordinary course of business; or
 - h) not authorized any of the foregoing, or entered into any contract, agreement, commitment or arrangement to do any of the foregoing.
- 2.28. The Material Trademarks are validly registered in the name of BM, and all maintenance or renewal fees in connection therewith have been paid.
- 2.29. The Material Trademarks and the Japanese Trademarks represent all the material Intellectual Property of BM;
- 2.30. Save as contemplated in the Trademark Security Assignment Agreement, the Material Trademarks and the Japanese Trademarks are owned by BM and are not licensed from third parties.
- 2.31. Except for the Pledges, the Pledge BdR and save as contemplated in the Trademark Security Assignment Agreement, the Material Trademarks and the Japanese Trademarks are not subject to any Encumbrances, assignments, licenses, sublicenses, agreements or commitments outstanding or effective to which BM is a party, granting any Person (other than BM subsidiaries) any right to use, operate under, license or sublicense or otherwise exploit any of the Material Trademarks.
- 2.32. Neither Opera, nor the Companies or BM have received any notice or claim in writing within the past six (6) months that the use of any of the Material Trademarks or the Japanese Trademarks infringes upon, or conflicts with, the rights of any Person.

- 2.33. Neither Opera, nor the Companies or BM are aware of any infringement or violation by any Person of any rights of BM in and to any Material Trademarks or the Japanese Trademarks.
- 2.34. The Material Trademarks and the Japanese Trademarks are not subject to any outstanding order, judgment, injunction, decree, legal or governmental proceeding (other than pending applications for registration or renewals of registrations or the recording or any assignment(s) of the Material Trademarks and the Japanese Trademarks) or covenant restricting or affecting in any material manner the ownership or use of the Material Trademarks or the Japanese Trademarks.
- 2.35. ITOCHU Corporation has not given any written notice to Bruno Magli Japan Co. Ltd. and/or to BM pursuant to Article 6.1 of the Trademark Security Assignment Agreement that it intends to dispose of the Japanese Trademarks due to the occurrence of a Default Event, as defined in the Trademark Security Assignment Agreement.
- 2.36. As of the date of execution of the Assignment of Securities Agreement:
- (a) there were no provisions of law and/or regulations (other than laws and/or regulations affecting the rights of creditors generally) and/or agreements and/or instruments prohibiting or jeopardising the assignment by way of security to VMT of the Receivables and the Related Security Interests;
 - (b) each of the Facilities, each Related Security Interests and any other agreement, deed or document relating thereto was valid and enforceable and constituted valid and legal obligations, binding on each party thereto and were entered into, executed and performed in compliance with all applicable laws, rules and regulations;
 - (c) there were no actions, suits or other proceedings, whether of a judicial or arbitral nature, pending or, to the best of its knowledge, threatened before any court, arbitral panel, commission or other governmental authority, Italian or foreign, which could have affected in whole or in part any of the Receivables or the Related Security Interests;
 - (d) each of the Related Security Interests was existing and had been duly granted, created, perfected and maintained and remained valid and enforceable in accordance with the terms upon which it was granted, met all requirements under all applicable laws and regulations and was not affected by any defect;
 - (e) V-Lux had good and marketable title to the Receivables, free and clear of any liens, security interests, pledges, usufructs, options, privileges, pre-emption or other third party rights, charges or encumbrances of any type or nature whatsoever, other than those created under the Related Security Interests; and
 - (f) the Receivables were valid, existing and enforceable in accordance with their respective terms for the amounts set forth in schedule 1 attached to the Assignment of Securities Agreement plus interest and other amounts payable thereon under the Facilities.
- 2.37. V-Lux has never granted (nor has it ever been requested to grant) the consent to the

transfer by VMT of the Notes or any of them to any third party pursuant to the applicable provisions of the notes and securities purchase agreements entered into on December 22, 2005 and June 12, 2006 by V-Lux as issuer and seller and VMT as purchaser.

TRADEMARK
REEL: 003483 FRAME: 0145

TRADEMARK
REEL: 004029 FRAME: 0921

Schedule 4 Part II

List of the documents examined by Sephir Holding S.à r.l. in the course of
the due diligence.

TRADEMARK
REEL: 003483 FRAME: 0146

TRADEMARK
REEL: 004029 FRAME: 0922

**SCHEDULE 4
PART II**

- 13 Contratto di finanziamento a lungo termine (the "Capex Facility Agreement") in favor of BM by CB, UBI and BdR, dated 31 January 2003
- 1 First pledge on Bruno Magli S.p.A. ("BM") shares by New Invest 2, S.A. ("NI2"), dated 31 January 2003
- 14 Contratto di finanziamento a medio termine e di concessione di linea di credito revolving (the "Revolving Facility Agreement") in favor of BM by CB, UBI and BdR, dated 28 May 2003
- 2 Second pledge on BM shares by NI2, dated 28 May 2003
- 53 Third pledge on BM trademarks granted by BM SpA in favour of NI2 SA dated March 29, 2004
- 11 Agreement for the restructuring of the debts of BM by and between NI2 and CB and BdR, dated 3 March 2004
- 40 Attachments to "Convenzione"
- 42 Attachment 13: relationship between the lenders
- 43 Attachment 1: quota of the lenders
- 20 Pledge agreement by and between BdR, CB, NI2 and BM, dated 29 March 2004
- 41 Third Pledge Agreement on NI2 Shares by and between Opera Participations SCA, BdR and CB, dated 29 March 2004
- 3 Third pledge on BM shares by NI2, dated 29 March 2004
- 6 Assignment of receivables from Banca di Roma S.p.A. ("BdR") to Luca Ramella ("LR"), dated 22 December 2005
- 7 Assignment of receivables from Centrobanca - Banca di credito finanziario e mobiliare S.p.A. ("CB") to LR, dated 22 December 2005
- 9 Assignment of receivables from Unicredit-Banca d'impresa S.p.A. ("UBI") to LR, dated 14 December 2005
- 8 Assignment of receivables from LR to V-Lux, dated 22 December 2005
- 16 Letter Agreement in relation to the Capex Facility Agreement and the revolving credit line by and between BM and V-Lux, dated 22 December 2005
- 17 Letter Agreement in relation to the medium term loan by and between NI2, V-Lux and BdR dated 22 December 2005
- 18 Letter agreement in relation to the Shareholder's Loan by and between BM and NI2, dated 22 December 2005
- 19 Share Pledge agreement by and between V-Lux and VMT, dated 23 December 2005
- 22 Standstill agreement by and between NI 2, BM, V-Lux and BdR dated 22 December 2005
- 23 Notes and securities purchase agreement (the "Note Purchase Agreement") by and between V-Lux and VMT, dated 22 December 2005
- 24 Appendix I to the Note Purchase Agreement
- 25 Schedules to the Note Purchase Agreement
- 26 Note of V-Lux, dated 22 December 2005
- 5 Assignment of receivables from V-Lux S.A. ("V-LUX") to VMT III, LLC ("VMT"), dated 12 June 2006
- 10 Assignment of pledges on BM trademarks from V-Lux to VMT, dated 12 June 2006
- 12 Deed of extension of first ranking pledge by and between V-Lux and VMT, dated 12 June 2006

TRADEMARK
REEL: 003483 FRAME: 0147

TRADEMARK
REEL: 004029 FRAME: 0923

- 21 Letter agreement in relation to the Capex Facility Agreement and the revolving credit line by and between BM and V-Lux, dated 12 June 2006
- 27 Note and securities purchase agreement by and between V-Lux and VMT, dated 12 June 2006
- 28 Note of V-Lux, dated 12 June 2006
- 32 Act of capital increase of V-Lux, dated 15 June 2006
- 52 Pledge on V-Lux shares held by Opera in favour of VMT III LLC dated Dec.23, 2005, and extended on June 12, 2006
- 29 Legal opinion from Attorney Nicola Marotta, dated 17 December 2005
- 46 Security and loan agreements between Bruno Magli S.p.a, Bruno Magli Japan and ITOCHU
- 34 By-laws of NI2
- 33 Minutes of the Statutory General Meeting of NI2, dated 31 December 2005
- 45 Annual accounts of NI2, dated 31 December 2004
- 44 Agreement by and between NI2 and Sandro Magli, dated 29 November 2001
- 47 NI2 Shareholders' Register (note: copy provided by Attorney Thielen to Attorney Fisch - Jan.2007)
- 54 Draft financial statements of NI2 as of Dec.31 2005 and Dec.31, 2006 (note: provided to Mr Muntendam-E&Y on Jan.17, 2007)
- 56 Tax return of NI2 for fiscal year 2004 (note: provided to Mr Muntendam-E&Y on Jan. 10, 2007)
- 57 Tax assessment on NI2 dated January 2, 2004 relating to Fiscal Year 2002 (note: provided to Mr Muntendam-E&Y on Jan. 10, 2007)
- 31 Articles of association of V-Lux, dated 8 December 2005
- 48 V-Lux Shareholders' Register (note: copy provided by Attorney Thielen to Attorney Fisch - Jan.2007)
- 55 Draft financial statements of V-Lux as of Dec.31, 2006 (note: provided to Mr Muntendam-E&Y on Jan. 12, 2007)
- 58 tax ruling requested on Apr.25.2006 in connection with the issue of a high yield note by V-Lux (note: provided to Mr Muntendam-E&Y on Jan. 10, 2007)
- 4 Certificates of BM shares
- 15 Excerpt of the Register of shareholders of BM
- 39 By-laws of BM
- 38 Minutes of BM meeting, dated 21 December 2006
- 49 Corporate books of BM (Shareholders' meetings, Board of Directors and Shareholders' Registers) c/o Studio VSF Dec.2006
- 30 Letter of Jacobacci & Partners on BM European and Italian trademarks
- 35 Logos of BM trademarks
- 36 Status of BM trademarks
- 37 List of BM trademarks

TRADEMARK
REEL: 003483 FRAME: 0148

TRADEMARK
REEL: 004029 FRAME: 0924

Schedule 6.1

Business plan of Bruno Magli S.p.A. approved by the Board of Directors
on October 27, 2006.

TRADEMARK
REEL: 003483 FRAME: 0149

TRADEMARK
REEL: 004029 FRAME: 0925

	<u>2007</u> <small>(BP with initiatives)</small>	<u>2008</u>
Net sales	57.664	69.464
Gross Margin	24.455	29.383
Operating expenses	(23.402)	(23118)
Group total EBITDA	1.053	6.226

Estimated Cash Needs (Surplus)	14.944	(2.058)
New York store	1.190	

Note: € 1.190 mio capital expenditure for new flagship store in New York is discretionary: to be activated only in case the related funding will be available.

Schedule B
Ermano Magli USA - Profit and loss forecast
(Value in USD)

	2007 Inertial	Men's shoes (wholesale)	Women's shoes (wholesale)	Ermano women's shoes (outsourcing margin impact)	New York (New Flag ship store) June 07	Additional selling costs	2007 full potential	2008
Retail net sales								
Cost of good sold								
Gross margin retail								
Gross margin %								
Retail personnel costs								
Rent expenses								
Other store cost								
Local store marketing								
Retail contribution margin								
Wholesale Men's net sales	13,871,500	1,806,500						
Cost of good sold	-9,152,003	-1,129,309						
Gross margin men's sales	4,719,497	477,191						
Gross margin %	34.0%	28.7%						
Wholesale Women's net sales	7,064,900		1,409,100					
Cost of good sold	-5,489,624		-1,771,810					
Gross margin women's sales	1,575,275		237,291					
Gross margin %	22.3%		16.8%					
Stock sales	61,150			700,000				
Cost of good sold	-70,732			-560,000				
Stock gross margin	-9,582			140,000				
Gross margin %	-14.7%			20.0%				
Wholesale personnel costs	-908,324							
Show room rent	0							
Travel and entertainment	-290,000							
Other costs	-360,000							
Coop-advertising	-450,000							
Wholesale contribution margin	4,276,866							
Cost of good sold and sales expenses	20,997,550							
Ermano Magli USA contribution margin	-16,720,683							
Gross margin %	29.37%							
Product personnel costs	-244,948							
Advertising and marketing expenses	-139,410							
Head quarter staff costs	-1,369,464							
General and administrative expenses	-1,039,516							
Total commercial and structure costs	-2,793,337							
EBITDA	1,483,529							
Depreciations and amortizations	-161,200				-76,000			
EBIT	1,322,329							
Interest expenses	-560,613							
Bad debt reserves	0							
Kebic management/quarterly fee	-69,403							
Show room assets write off	0							
Other extraordinary items	0							
EBT	692,314							
Taxes	-4,850							
Net earnings	687,464							

TRADEMARK
REEL: 003483 FRAME: 0152

TRADEMARK
REEL: 004029 FRAME: 0928

Schedule C
Bruno Magli Japan - profit & loss forecast
(Value in Yen)

	2007 inertial	Incremental wholesale sales including gross margin adjustments	Retail incremental sales	Retail - Gross margin adjusted	Omniscendo closure	New store (Mazuya)	2007 full potential	2008
					End of April 08	Full year		
Retail net sales	1,295,258,527		187,302,858		-84,863,134	77,992,833	1,476,891,084	1,681,714,072
Cost of good sold	-783,823,551		-113,346,014		36,360,415	-39,973,558	-876,841,799	-999,123,315
Gross margin retail	511,434,977		73,956,844		-48,302,719	38,019,275	599,049,285	682,590,757
	39.5%				57.1%	48.7%	40.8%	40.6%
Retail personnel costs	-263,689,806				19,423,058	-12,060,204	-258,326,952	-217,480,837
Marketing and advertising retail	-12,961,005				4,005,756	-2,280,434	-11,235,683	-3,224,171
Other retail expenses	-232,064,037				60,086,328	-4,148,052	-176,115,761	-55,943,105
Retail contribution margin	2,730,129				35,212,423	19,530,585	165,370,889	405,942,645
Kanematsu and Diana wholesale net sales	469,638,963	67,869,449					537,508,401	615,185,942
Cost of good sold	-425,610,175	-25,108,052					-450,718,228	-515,853,365
Okuni wholesale net sales	39,877,200	-39,877,200					0	0
Cost of good sold	-35,073,810	35,073,810					0	0
Gross margin wholesale	48,832,167	37,968,006					86,790,174	99,332,577
	10.4%	85.9%					16.1%	16.1%
Other sales and stock	79,188	-79,188					0	0
Cost of good sold	0	0					0	0
Gross margin other sales	79,188	-79,188					0	0
TOTAL NET SALES	1,804,853,868						2,013,389,485	2,296,900,014
Cost of good sold and channel expenses	-1,753,212,384						-1,771,238,423	-1,791,624,792
Bruno Magli Japan contribution margin	51,641,484						242,151,063	505,275,222
Headquarter personnel costs	-83,362,040						-83,362,040	-83,362,040
Marketing and advertising	-19,334,000						-19,334,000	-19,334,000
General & Administrative	-146,431,029						-146,431,029	-146,431,029
Total operating expenses	-249,127,069						-249,127,069	-249,127,069
EBITDA	-197,485,586						-6,966,007	256,148,152
Depreciations	-18,842,292						-18,842,292	-18,842,292
EBIT	-216,327,878						-25,808,299	237,305,860
Interest and other non operating expense	-6,357,500						-6,357,500	-6,357,500
Contingency income/expenses	0						-110,000,000	0
EBT	-224,685,378						-144,165,799	228,948,360
Taxes	139						-144,166,660	0
Net earnings	-224,685,239						-144,166,660	228,948,360

TRADEMARK
REEL: 003483 FRAME: 0153

TRADEMARK
REEL: 004029 FRAME: 0929

Schedule D
Bruno Magli Group Profit and Loss forecast
(Value in euro; \$/€ 1.26; Yen/€ 145)

	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007	2008	2008
	Interial	Retail Italia	Wholesale EU & ROW	Wholesale US	Wholesale US (outsourcing)	NY new store	Wholesale JP	Retail JP	Full potential				
Exchange rate													
Net sales	48,007,746	2,301,494	1,985,083	2,393,333	555,556	992,063	191,185	1,237,209	57,663,670	100.0%	69,483,565	100.0%	
Royalties from third parties	8,988		1,857						10,845	0.0%	13,442	0.0%	
Cost of good sold	-27,810,006	-1,182,852	-1,181,077	-1,712,142	-444,444	-465,030	50,867	-474,782	-33,219,465	-57.6%	-40,093,609	-57.7%	
Gross Margin	20,206,728	1,118,642	805,863	681,192	111,111	527,034	242,052	762,428	24,455,049	42.4%	29,383,387	42.3%	
Retail operating expenses	-7,887,001	179,530				-774,206		445,387	-8,046,291	-14.0%	-7,676,454	-11.1%	
Wholesale operating expenses	-2,399,778		-68,912	-198,413					-2,687,102	-4.6%	-2,752,520	-4.0%	
Samples	-1,076,245								-1,076,245	-1.9%	-1,076,245	-1.5%	
Personnel costs	-6,381,399								-6,381,399	-11.1%	-5,405,165	-7.8%	
Marketing and advertising	-498,547								-498,547	-0.9%	-1,474,780	-2.1%	
General & Administrative	-4,732,413								-4,732,413	-8.2%	-4,732,413	-6.8%	
Structure expenses, total	-22,985,362	179,530	-68,912	-198,413	0	-774,206	0	445,387	-23,407,996	-40.6%	-23,117,578	-33.3%	
EBITDA	-2,778,654	1,298,172	736,851	482,779	111,111	-59,524	242,052	1,207,814	1,053,053	1.8%	6,265,810	9.0%	
EBIT	-4,732,963	1,298,172	736,951	482,779	111,111	-308,686	242,052	1,207,814	-4,792,487	-8.3%	-4,852,010	-7.0%	
Depreciations and amortizations	-7,511,617								-3,739,433	-6.5%	-1,413,800	2.0%	
Interest expenses, net	-1,859,113								-1,859,113	-3.2%	-1,859,113	-2.7%	
Net income before extraordinary items and taxes	-9,370,729	1,298,172	736,951	482,779	111,111	-308,686	242,052	1,207,814	-5,698,546	-9.7%	-448,313	-0.6%	
Extraordinary items	-707,554								-1,460,979	-2.5%	0	0.0%	
Taxes	-3,849								-3,849	0.0%	0	0.0%	
Net income	-10,082,133	1,298,172	736,951	482,779	111,111	-308,686	242,052	454,390	-7,063,374	-12.2%	-445,313	-0.8%	
Minority interest	230,841								230,841	0.4%	-235,221	-0.3%	
Group net income	-9,851,291	1,298,172	736,951	482,779	111,111	-308,686	242,052	454,390	-6,832,533	-11.8%	-680,534	-1.0%	

TRADEMARK
REEL: 003483 FRAME: 0154

TRADEMARK
REEL: 004029 FRAME: 0930

Schedule E
Bruno Magli Group - balance sheet forecast

(value in euro; \$/€ 1.26; Yen/€ 145)

Exchange rate

	2007	Retail Italia	Wholesale Eu & ROW	Wholesale US	Wholesale US (outsourcing)	NY new store	Wholesale JP	Retail JP	2007 full potential	2008
Cash and cash equivalent	187.116	329.430	284.140	342.576		142.002	27.366	177.091	187.116	187.116
Accounts Receivable	6.874.716								8.174.322	9.847.057
Other current receivables	1.627.280	735.004	633.955	764.334		316.825	61.057	395.115	1.627.280	1.980.275
Inventory	15.331.734	1.064.435	918.096	1.106.910	0	458.827	88.423	572.205	18.238.024	21.970.124
Tangible fixed assets	24.017.846	500.000				1.130.952			28.226.741	33.964.571
Intangible fixed assets	1.737.535								3.386.487	2.179.486
- brand	22.715.501								22.715.501	20.020.351
- goodwill (stores key money)	3.826.532								3.826.532	3.420.151
- Others	580.884								580.884	19.406
Financial assets	1.384.812	500.000	0	0	0	1.130.952	0	-753.425	631.388	631.388
Fixed assets, total	30.245.264	1.564.435	918.096	1.106.910	0	1.589.779	88.423	-187.219	31.122.792	26.270.782
Total assets	64.263.110	474.285	409.080	493.211	114.487	204.442	39.399	254.961	59.349.533	60.235.353
Accounts payable	9.893.300			493.211	114.487	204.442	39.399	254.961	11.883.166	14.314.853
Other current payables	3.896.997								3.896.997	4.694.450
Risk funds	988.389								988.389	988.389
Termination indemnity reserve	2.933.620								2.933.620	3.213.620
Current liabilities	17.712.306	474.285	409.080	493.211	114.487	204.442	39.399	254.961	18.702.171	23.211.312
Short term bank loans	10.815.833								10.815.833	10.816.833
Cash needs	16.056.830	-208.022	-227.936	130.920	-225.598	1.692.034	-193.029	-890.569	16.134.629	14.076.622
Other financing	1.582.245								1.582.245	1.462.245
RM Japan Shareholders loans	2.866.667								2.866.667	2.866.667
Shareholders loans	23.080.613	-208.022	-227.936	130.920	-225.598	1.692.034	-193.029	-890.569	23.080.613	23.080.613
Financial liabilities	54.402.189								54.479.988	52.901.980
Paid in capital	4.340.000								4.340.000	4.340.000
Reserves and retained earnings/losses	-9.399.964								-9.399.964	-16.232.486
Transition adjustments	-464.419								-464.419	-464.419
Net income, loss	-8.851.291	1.298.172	736.951	482.779	111.111	-306.696	242.052	454.390	-6.832.533	-880.534
Shareholders' equity	-15.375.674	1.298.172	736.951	482.779	111.111	-306.696	242.052	454.390	-12.356.916	-13.037.450
Third parties net worth	-2.475.710								-2.475.710	-2.240.488
Total liabilities	54.263.110	1.584.435	918.096	1.106.910	0	1.589.779	88.423	-187.219	59.349.533	60.235.353

TRADEMARK
REEL: 003483 FRAME: 0155

TRADEMARK
REEL: 004029 FRAME: 0931

Schedule F
Bruno Magli group - cash flow forecast
(values in euro, \$€ 1,20; Yen€ 135)

	2007	Retail Italia	Wholesale EU & ROW	Wholesale US	Wholesale US (outsourcing)	NY new store	Wholesale JP	Retail JP	full potential	2008
Net earnings	10,082,133	1,298,172	736,951	482,779	111,111	-306,696	242,052	454,390	-7,063,374	-445,313
Depreciations and amortizations	4,732,963					59,524			4,792,487	4,852,010
Interest expenses	1,859,113								1,859,113	1,859,113
Gain/loss on assets disposal	0								0	0
Bruno Magli USA assets write off	0								0	0
Extraordinary expenses	707,554							753,425	1,450,979	0
EBITDA - Taxes	2,782,503	1,298,172	736,951	482,779	111,111	-247,173	242,052	1,207,814	1,049,204	6,265,810
Change in accounts receivable		-329,430	-294,140	-342,576	0	-142,002	-27,366	-177,091	-1,302,606	-1,672,735
Change in other current receivables	0								0	-332,995
Change in inventory	0	-735,004	-633,955	-784,334	0	-316,825	-61,057	-395,115	-2,906,290	-3,732,100
Change in accounts payable and other current pe	-573,690	474,285	409,080	493,211	114,487	204,442	39,399	254,961	1,416,175	3,229,140
Risk funds	0								0	0
Termination indemnity reserve	280,000								280,000	280,000
Change in working capital	-293,690	-590,149	-509,015	-613,699	114,487	-264,385	-49,024	-317,245	-2,512,720	-2,228,698
Net operating cash flow	-3,076,194	708,022	227,936	-130,920	225,598	-501,558	193,029	890,569	-1,463,516	4,037,120
Capital expenditures	0	-500,000				-1,190,476			-1,690,476	0
Change in advance payments	0								0	0
Accounts payables related to capex	-584,286								-584,286	0
VAT on building	0								0	0
Financial assets	0								0	0
Chapter 11 payments	0								0	0
Extraordinary expenses	-707,554								-707,554	0
Net cash flow before financing	-4,368,033	208,022	227,936	-130,920	225,598	-1,692,034	193,029	890,569	-4,445,833	4,037,120
Short term bank loans reimbursement	0								0	0
Other financing	-120,000								-120,000	-120,000
Shareholders loans (accrued interests)	0								0	0
Cash and cash equivalent	0								0	0
Interest expenses	-1,859,113								-1,859,113	-1,859,113
Transition adjustments	0								0	0
Net cash flow	-6,347,146	208,022	227,936	-130,920	225,598	-1,692,034	193,029	890,569	-6,424,945	2,058,008
Capital increase	0								0	0
BMW Shareholders loans (third partners)	0								0	0
Net cash flow after shareholders support	-6,347,146	208,022	227,936	-130,920	225,598	-1,692,034	193,029	890,569	-6,424,945	2,058,008
Change in overdue accounts payables	-9,709,684								-9,709,684	0
Net cash needs to be financed	16,056,830	-208,022	-227,936	130,920	-225,598	1,692,034	-193,029	-890,569	16,134,629	-2,058,008

Note: total cash needs include discretionary € 1.190 mio investment in new store New York
(see note page 1)

TRADEMARK
REEL: 003483 FRAME: 0156

TRADEMARK
REEL: 004029 FRAME: 0932

Schedule 6.4

List of the outstanding cash liabilities of V-Lux S.A. and NewInvest 2 S.A.

TRADEMARK
REEL: 003483 FRAME: 0157

TRADEMARK
REEL: 004029 FRAME: 0933

1. Newinvest 2 S.A.**Overdue invoices -> 2005**

PriceWaterhouseCoopers	Audit 2004	24.640,00
Finsev S.A. (2003-2004)	Administration 2003 / 2004	40.167,17
Finsev S.A. 2005	Administration 2005	24.861,76
Etude Pierre Thielen	Legal fees 2004	13.957,24
Opera Management	D&O Insurance fees	15.139,99
Total overdue -> 2005:		118.766,16

Charges 2006

Etude Pierre Thielen	Legal fees 2006	5.200,00
Finsev S.A.	Administration 2006	5.500,00
HRT Révision	Audit 2005	3.450,00
Total 2006:		14.150,00

TOTAL TRADE PAYABLES NI/SA	132.916,16
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2. V - Lux S.A.**Overdue invoices -> 2005**

Loyens & Loeff	Closing - legal fees	70.282,61
Alix Partners	Restructuring fees	110.000,00
Total overdue -> 2005:		180.282,61

Charges 2006

Etude Pierre Thielen	Legal and administrative fees 2006	4.650,00
Finsev S.A.	Administration 2006	17.250,00
Alix Partners	Business due diligence fees	40.000,00
Total 2006:		61.900,00

TOTAL TRADE PAYABLES V LUX SA	242.182,61
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TOTAL TRADE PAYABLES NI/SA + V LUX SA	375.098,77
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VAT included

TRADEMARK
REEL: 003483 FRAME: 0158

TRADEMARK
REEL: 004029 FRAME: 0934

Schedule 2.25

List of the contractual relationships to which (in addition to those referred to in the Acquisition Agreement) V-Lux S.A. and NewInvest 2 S.A. are a party.

TRADEMARK
REEL: 003483 FRAME: 0159

TRADEMARK
REEL: 004029 FRAME: 0935

Party	Object	Signing Date	Term	Annual amount (Euro)
Newinvest 2 S.A.	Finsev S.A., Luxembourg Domiciliation and accounting	13 Dec. 2001	No term Resolution at any time with 3-month notice	4,000,00 + hourly fees
V-Lux S.A.	Pierre Thielen, Luxembourg Domiciliation	7 Dec. 2005	No term Resolution at any time with 1-month notice	3,000,00 + hourly fees

TRADEMARK
REEL: 003483 FRAME: 0160

TRADEMARK
REEL: 004029 FRAME: 0936

RECORDED: 02/16/2007

RECORDED: 07/20/2009