

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intesa Sanpaolo S.p.A.	FORMERLY Banca Intesa S.p.A.	09/30/2010	CORPORATION: ITALY

**RECEIVING PARTY DATA**

Name:	Arena Distribution S.A.
Street Address:	Via Maggio 1
City:	Lugano
State/Country:	SWITZERLAND
Postal Code:	6900
Entity Type:	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	0920759	ARENA
Registration Number:	1063575	ARENA
Registration Number:	1255900	ARENA
Registration Number:	1091870	
Registration Number:	2380525	
Registration Number:	1255899	
Registration Number:	2590182	ARENA
Registration Number:	3221522	ARENA WATER INSTINCT

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-542-5070  
 Email: tmdoctc@fr.com  
 Correspondent Name: Debra S. Serota, Fish & Richardson P.C.  
 Address Line 1: P.O. Box 1022

CH \$215.00 0920759

**900174883**

**TRADEMARK  
 REEL: 004303 FRAME: 0789**

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 08694-0001001

DOMESTIC REPRESENTATIVE

Name: Debra S. Serota, Fish & Richardson P.C.  
Address Line 1: P.O. Box 1022  
Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER: Debra S Serota

Signature: /debra s serota/

Date: 10/26/2010

Total Attachments: 12  
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RELEASE AND TERMINATION AGREEMENT

between

ARENA DISTRIBUTION S.A.

SWITZERLAND

and

INTESA SANPAOLO S.P.A

ITALY

and

THE FINANCIAL INSTITUTIONS NAMED IN SCHEDULE I

---

relating to

a release and termination of a pledge on the Trademarks of Arena Distribution S.A.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a small set of initials on the left, a large, stylized signature in the middle, and another large, stylized signature on the right.

WHEREAS:

- A) On 22 February 2006, Arena Distribution S.A. (the "**Pledgor**") and Intesa Sanpaolo S.p.A (the "**Agent**") entered into a pledge agreement relating to a pledge over all its Trademarks (the "**Pledge Agreement**").
  
- B) The Pledge Agreement was initially entered into to secure all the obligations by the Obligors under a credit agreement entered into between, inter alia Iron Two S.A., Diamond S.A.S, Powerskin S.p.A, Arena, Arena Italia S.p.A, the Guarantors and Intesa Sanpaolo S.p.A (formerly Banca Intesa S.p.A) dated February 22, 2006 (the "**Original Credit Agreement**"), amended and restated in an amendment agreement dated 12 September 2007 (the "**Amendment Agreement**"). The Pledge Agreement has been amended and restated by an amendment agreement dated September 12, 2007 (the "**Amendment to the Pledge Agreement**") to guarantee the performance of all obligations by the Obligors under the (i) Original Credit Agreement, (ii) the credit agreement dated September 12, 2007 relating to certain credit facilities to Arena Italia S.p.A (the "**New Credit Agreement**") and (iii) an interest rate hedging arrangement between Diamond SAS, Arena Italia S.p.A., Arena and Intesa Sanpaolo S.p.A dated April 6, 2006 (the "**Hedging Agreements**").
  
- C) In this context, the Pledgor has agreed to pledge all its Trademarks as set forth in Schedule 2 of the Pledge Agreement.
  
- D) In connection with the termination of the Secured Liabilities (as defined in the Amendment to the Pledge Agreement) the Pledge created under the Pledge Agreement is to be released and the Pledge Agreement is to be terminated.

NOW, THEREFORE, the Pledgor and the Agent (each a "**Party**" and together the "**Parties**") agree as follows.

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**1 Definitions and Interpretation**

Unless defined otherwise in this agreement (the "Agreement"), capitalized terms shall have the meaning ascribed to them in the Pledge Agreement.

**2 Release and Termination of the Pledge Agreement**

With effect as of the signature of this Agreement, the Pledge created under the Pledge Agreement is hereby released, and the Pledge Agreement is hereby terminated.

The Agent hereby grants a power of attorney to the Pledgor to file with the relevant intellectual property rights offices or other registration authorities of every jurisdiction in which the Pledge on the relevant Trademarks has been registered, applications to cancel the registration of the Pledge in favour of the Agent.

**3 Costs and Indemnity**

The Pledgor will on demand pay to the Agent the amount of all costs and expenses (including legal fees and other out of pocket expenses and any value added tax or other similar tax thereon) incurred by it in connection with the preparation, negotiation and execution of this Agreement.

**4 Amendments**

Any amendment or waiver of this Agreement or any provision of this Agreement shall only be binding if agreed in writing by the Parties.

**5 Counterparts**

This Agreement may be executed in separate counterparts each of which, when executed and delivered, shall constitute an original, but all counterparts together shall constitute one and the same instrument.

**6 Governing Law**

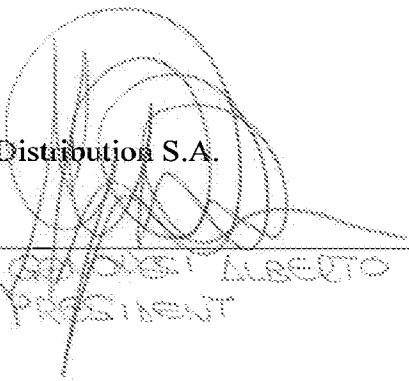
This Agreement and the release of the Pledge created under the Pledge Agreement shall be governed by Swiss law.

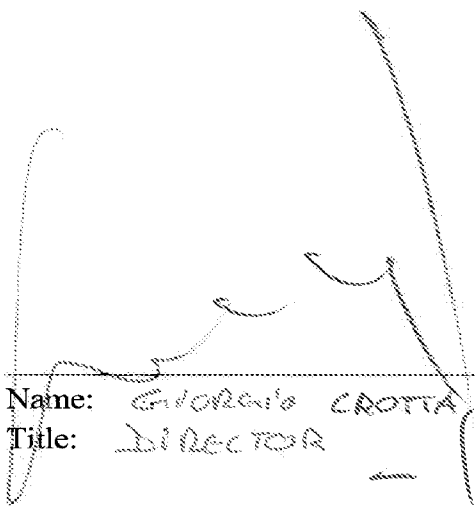
**7 Jurisdiction**

Any suit, claim, action or proceeding arising out of or in connection with this Agreement and the transactions contemplated hereby shall be brought in the courts of

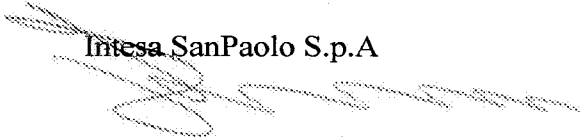
Geneva, Switzerland. Nothing in this clause shall limit the right of the Agent to bring any suit, claim, action or proceeding in any other court of competent jurisdiction in or outside Switzerland.

Arena Distribution S.A.

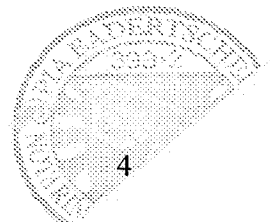
  
Name: GIANPIERO ALBERTO  
Title: PRESIDENT

  
Name: Giovanni CROTTA  
Title: Director

Intesa SanPaolo S.p.A

  
Name: David Lederman  
Title: representative acting pursuant to a  
legalized power of attorney dated  
September 27, 2010, a copy of which is  
set forth in Schedule 2

Name:  
Title:



## Legalization

**Pia Badertscher**, notary public of the Canton of Berne (Switzerland), registered in the register of notaries of the Canton of Berne (Switzerland), with office in Berne (Switzerland),

### certifies:

1. The foregoing signature was written in his own hand by **Mr David Ledermann**, born on 22 June 1974, citizen of Lauperswil BE (Switzerland), 5 ch. Bugnons, CH-1195 Dully (Switzerland), who is competent to act.

Mr David Ledermann is not known to the notary personally. He furnished proof of identity through production of his driving licence No. GLJ793F, issued in VD-CH (Switzerland) on the 19 September 2008.

2. The foregoing signature was written in his own hand by **Mr Giorgio Antonio Enrico Crotta**, born on 28 July 1956, citizen of Isonne TI (Switzerland), Via Sentée Dar Legh, CH-6945 Origlio (Switzerland), who is competent to act.

Mr Giorgio Antonio Enrico Crotta is not known to the notary personally. He furnished proof of identity through production of his Swiss Identity Card No. C1786435, issued in Bellinzona TI (Switzerland) on the 10 October 2005.

3. The foregoing signature was written in his own hand by **Mr Alberto Genovesi**, born on 22 April 1964, citizen of Capriasca TI (Switzerland), Via Tersaggio 6, CH-6949 Comano (Switzerland), who is competent to act.

Mr Alberto Genovesi is not known to the notary personally. He furnished proof of identity through production of his Swiss Identity Card No. E0331532, issued in Bellinzona TI (Switzerland) on the 18 January 2005.

4. Pursuant to letters, dated on 30 September 2010, all members of the board of directors of **Arena Distribution SA**, CH-217.0.135.307-2, with registered seat in Lugano, have resigned.

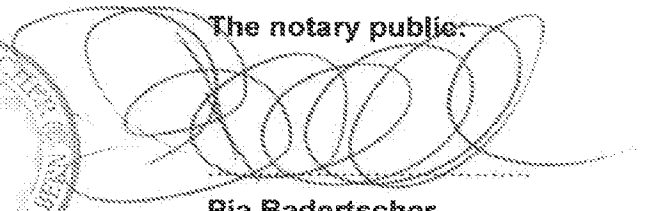
Pursuant to the minutes of the extraordinary shareholders' meeting of Arena Distribution SA, CH-217.0.135.307-2, with registered seat in Lugano, dated on 30 September 2010, Mr Giorgio Crotta and Mr Alberto Genovesi were elected as members of the board of directors.

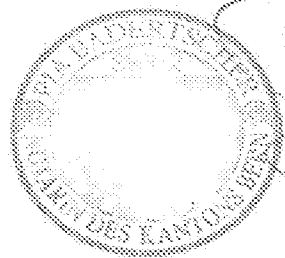
Pursuant to the resolution of the board of directors of Arena Distribution SA, CH-217.0.135.307-2, with registered seat in Lugano, dated on 30 September 2010, the board of directors designated as follows:

- Mr Alberto Genovesi, from Capriasca, resident in Comano, as chairman of the board of directors; with sole signatory power,
- Mr Giorgio Crotta, from Isonne, resident in Origlio, as member; with sole signatory power.

Certified at the office of the notary public on the thirtieth of September two thousand and ten.

**30 September 2010**

**The notary public:**  
  
**Pia Badertscher**





SCHEDULE 1

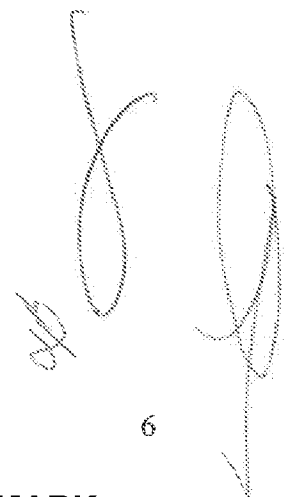
LIST OF FINANCIAL INSTITUTIONS

Intesa Sanpaolo S.p.A
Banca Popolare dell'Emilia Romagna società cooperativa
UniCredit Banca d'Impresa S.p.A.

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SCHEDULE 2

POWER OF ATTORNEY GRANTED BY INTESA SANPAOLO SpA

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### Procura Speciale

La sottoscritta Intesa Sanpaolo S.p.A., una società costituita ai sensi del diritto italiano, con sede legale a Torino, Piazza San Carlo 156 e Milano, Via Monte di Pietà 8, (il "Rappresentato"), con la presente nomina e costituisce procuratori speciali David Ledermann e Nicolas Béguin (ciascuno un "Procuratore"), ciascuno con firma signola e facoltà di subdelega, affinché possano sottoscrivere, in nome e per conto del Rappresentato, un atto di rilascio e cancellazione da sottoscrivere tra il Rappresentato e Arena Distribution S.A. (di seguito, il "Contratto"), ai sensi del quale le parti concorderanno di (i) risolvere il contratto di pegno sottoscritto il 26 febbraio 2002 tra il Rappresentato e Arena Distribution S.A., e (ii) rilasciare il pegno costituito sui marchi ai sensi di tale contratto di pegno. La bozza più recente del Contratto è allegata alla presente Procura Speciale per riferimento.

Il Procuratore è autorizzato a finalizzare e stipulare il Contratto e compiere ogni altro atto o sottoscrivere ogni altro documento in nome e per conto del Rappresentato che il medesimo Procuratore ritenga opportuno in relazione al Contratto.

La presente Procura Speciale è regolata dalla, e

### Power of Attorney

The undersigned, Intesa Sanpaolo S.p.A., a company incorporated under the laws of Italy, whose registered offices are located in Turin, Piazza San Carlo 156 and Milan, Via Monte di Pietà 8, (the "Principal"), herewith grants a power of attorney to David Ledermann and Nicolas Béguin (each an "Attorney"), each with individual power of signature and right of substitution, to represent the Principal in connection with the execution of a Release and Termination Agreement to be entered into between the Principal on the one side and Arena Distribution SA on the other side (hereinafter the "Agreement"), whereby the parties thereto will agree to (i) terminate the pledge agreement dated February 26, 2002 between the Principal and Arena Distribution SA and (ii) release the pledge granted over the trademarks under such pledge agreement. The latest draft of the Agreement is attached to this Power of Attorney for reference.

The Attorney has the authority and the power to finalize and sign the Agreement and to do all such things and sign all such documents on behalf of the Principal as the Attorney may think fit in connection with the Agreement.

This Power of Attorney shall be governed by

sarà interpretata ai sensi della legge svizzera e avrà durata per un periodo di 30 (trenta) giorni a partire dalla data della medesima.

La presente Procura Speciale sarà efficace a partire dal 28 settembre 2010.

Milano, 27 settembre 2010

**Intesa Sanpaolo S.p.A.**

*Paolo Sili*

Swiss law and interpreted broadly and it shall remain in force for period of 30 (thirty) days starting from the date hereof.

This Power of Attorney shall be effective as from September 28, 2010.

Milan, 27 September 2010

**Intesa Sanpaolo S.p.A.**

*Paolo Sili*

*Journal*

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Repertorio numero 7845

**AUTENTICA DI FIRME**

Teresio Testa, nato ad Alessandria, Italia, il 10 agosto 1962, domiciliato in Milano, piazza della Scala n.6, nella sua qualità di *Responsabile della Direzione Large & International Corporate*, di

"**INTESA SANPAOLO S.P.A.**", società costituita ai sensi della legge italiana, con sede legale in Torino, piazza San Carlo n. 156, capitale sociale euro 6.646.547.922,56, codice fiscale e numero di iscrizione presso il registro delle imprese di Torino: 00799960158,

autorizzato in forza di procura in data 12 luglio 2007 n. 110127-17365 di repertorio dott. Ettore Morone, registrata a Torino 3 il 17 luglio 2007 n.9475 serie 1T, che in copia conforme all'originale trovasi allegata all'atto in data 14 aprile 2008 n.4903-2368 di mio repertorio, registrato a Milano 4 il 22 aprile 2008 n.8771 serie 1T, e

Paola Elardo, nata ad Abano Terme, Italia, il 2 agosto 1965, domiciliata in Milano, piazzetta Giordano dell'Amore N.3, nella sua qualità di Dirigente di:

BANCA IMI S.P.A., con unico socio, con sede in Milano, piazzetta Giordano dell'Amore N.3, numero di iscrizione al Registro delle Imprese di Milano e codice fiscale 04377700150, capitale sociale euro 962.464.000,00, nella sua qualità procuratore di:

"**INTESA SANPAOLO S.P.A.**",  
autorizzata in forza di procura in data 9 settembre 2009 N.111989-18205 di repertorio dott. Ettore Morone, registrata a Torino 3 il 9 settembre 2009 N.13837 serie 1T che in copia conforme all'originale trovasi allegata all'atto in data 27 settembre 2010 N.7844-3672 di mio repertorio,

della cui identità personale, qualifica e poteri io sottoscritta dottoressa GIOVANNELLA CONDO', notaio in Milano, iscritto al Collegio Notarile di Milano sono certo, hanno apposto, alla mia presenza, la loro firma sull'atto che precede.

Certifico inoltre che, conoscendo la lingua inglese, ho accertato la corrispondenza del testo inglese a quello italiano.

In Milano, piazza della Scala N.6, il giorno 27 settembre 2010.

Roll number 7845

**LEGALIZATION**

Teresio Testa, born in Alessandria, Italy, on 10 August 1962, domiciled in Milan, piazza della Scala n.6, acting in his capacity as *Responsabile della Direzione Large & International Corporate*, of

"**INTESA SANPAOLO S.p.A.**" a joint stock company incorporated under the laws of Italy, with registered office at piazza San Carlo n.156, Torino, Italy, corporate capital Euro 6.646.547.922,56, Fiscal Code and registration number with the Companies' Register of Turin: 00799960158,

according to the power of attorney 12 July 2007 notarised by Ettore Morone, Notary Public in Milan (Repertory No. 110127-17365), registered in Torino 3 on July 17, 2008 n.9475, serie 1T enclosed to the act 14 April 2008 n. 4903-2368 of my repertory, registered in Milano 4 on April 22, 2008 n. 8771 - Serie 1T, and Paola Elardo, born in Abano Terme Italy, on 2 August 1965, domiciled in Milan, piazzetta Giordano dell'Amore N.3, acting in her capacity of Manager of:

BANCA IMI S.P.A., with a sole shareholder, with registered office at Milan piazzetta Giordano dell'Amore N.3, number of registration with the Companies' Register of Milan and Tax Code 04377700150, corporate capital euro 962.464.000,00, in its capacity as attorneys-in-fact of  
"**INTESA SANPAOLO S.p.A.**",

according to the power of attorney on September 9, 2009 notarised by Ettore Morone, Repertory No. 111989-18205, registered in Torino 3 on September 9, 2009 n.13837, serie 1T enclosed to the act 27 September 2010 N.7844-3672 of my repertory,

whose personal identity, qualification and powers I, the undersigned Giovannella CONDO', public notary in Milan, registered at Milan *Collegio Notarile*, am certain, have affixed their signatures on the foregoing document, in front of me.

I further certify, knowing the English language, the correspondence of the English text with the Italian text.

27 September 2010 in Milan, piazza della Scala N.6.

The image shows two handwritten signatures in black ink. The signature on the left is 'Teresio Testa' and the one on the right is 'Paola Elardo'. Below each signature is a circular notary seal. The seal on the left is for Giovannella Condo', Notary Public in Milan, with the text 'NOTAIO IN MILANO' and 'G. CONDO' visible. The seal on the right is also for Giovannella Condo', with the text 'NOTAIO IN MILANO' and 'G. CONDO' visible. The seals are stamped in black ink.

# Schedule of Trademarks

- Cancellation of the "old" pledge -

USA	FISA & PCH/ROBSON						
	ARENA	25	72/381 21/09/1971	534 21/09/1971	930 21/09/1971	759	21/09/2011
	ARENA	25	75/666 23/03/1999	261	2 659 883		10/12/2012
	ARENA	25,28	428 30/06/1972	818	1 063 575		12/04/2007
	ARENA	9,10,18,25,28	352 01/03/1982	585	1 255 900		01/11/2013
	LOGO "DIAMONDS"	25	40 02/01/1975	972	1 091 870		23/05/2008
	LOGO "DIAMONDS"	3,9,14,28	75/582 04/11/1998	898	2 380 525		29/08/2010
	LOGO "DIAMONDS"	3,9,10,14,18,25,58	352 01/03/1982	584	1 255 899		01/11/2013
	LOGO "DIAMONDS LINE"	25	97 19/08/1976	075	1 222 838		24/07/2009
	arena	3,9,14	75/611 23/12/1998	237	2590 182		09/07/2012
	LOGO "DIAMONDS"	18	87 19/03/1976	623	1 118 248		15/05/2009
	arena WATER INSTINCT & device	9,16,25	78678348 26/07/2005				

*Handwritten initials/signature*