

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AUDI AG		08/31/2016	Joint Stock Company: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCA Italy S.P.A.		
<b>Street Address:</b>	Corso Giovanni Agnelli 200		
<b>City:</b>	10135 Torino		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	Company: ITALY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843615	BRERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-332-5300		
<b>Email:</b>	mmorris@merchantgould.com		
<b>Correspondent Name:</b>	John A. Clifford		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	07587.0207US02		
<b>NAME OF SUBMITTER:</b>	John A. Clifford		
<b>SIGNATURE:</b>	/John A. Clifford/		
<b>DATE SIGNED:</b>	10/18/2016		
<b>Total Attachments: 7</b>			
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**TRADEMARK PURCHASE, ASSIGNMENT AND TRANSFER AGREEMENT**

(hereinafter the "Agreement")

**BETWEEN**

**FCA ITALY S.P.A.** (a Company organized under the Laws of Italy)  
Corso Giovanni Agnelli 200  
10135 TORINO  
Italy

(hereinafter "FCA")

**AND**

**AUDI AG**  
85045 INGOLSTADT  
Germany

(hereinafter "Audi")

(FCA and Audi hereinafter together the "Parties").

**WHEREAS**

1. Audi is the owner of the following trademarks/trademark applications:

- word mark **Visconti** (as per details of existing applications/ registrations in Exhibit 1 hereto) – hereinafter "Visconti"
- word mark **Brera** (as per details of existing applications/ registrations in Exhibit 2 hereto) – hereinafter "Brera"

hereinafter "IDG Trademarks".

Audi has concluded a trademark purchase, assignment and transfer agreement with Italdesign-Giugiaro S.P.A. (hereinafter "IDG") with respect to the sale, assignment and transfer of the IDG Trademarks from IDG to Audi. The IDG Trademarks are not completely transferred (re-registered by the respective Trademark Offices) from IDG to Audi yet.

2. Audi is the holder and owner of the trademark "500" (as per details of existing registrations in Exhibit 3 hereto) hereinafter "Trademark 500".

"IDG Trademarks" and "Trademark 500" together hereinafter "Contractual Trademarks".

3. FCA is desirous of acquiring the ownership and all rights and privileges as well as obligations attached thereto of the Contractual Trademarks.

4. Audi is willing to sell, assign and transfer the Contractual Trademarks to FCA

- (i) to the extent transferred from IDG to Audi. For the avoidance of doubt, in case the transfer of one or more of the IDG Trademarks from IDG to Audi proves impossible for whatever reason, not

depending upon Audi or IDG, in particular because of legal reasons (e.g. Trademark Offices do not agree on an assignment and transfer of an IDG Trademark application, due to lack of usage), Audi is not obliged to transfer those particular IDG Trademark(s) to FCA.

- (ii) provided that IDG is and stays allowed to use and/or allow third parties to use the IDG Trademarks currently as well as in the future for and in direct connection with its concept vehicles, named Visconti and Brera, which were designed by IDG and presented in 2002 (Brera) and 2004 (Visconti) (hereinafter "Concept Cars").

**NOW THEREFORE**, in accordance with the foregoing recitals which are an integral part of this Agreement and in consideration of the mutual covenants and obligations set forth hereinafter, the parties agree as follows:

1. Audi sells, assigns and transfers to FCA, which hereby accepts, the ownership of the Contractual Trademarks with all rights and privileges as well as obligations or other encumbrances attached thereto.

The transfer of each IDG Trademark from Audi to FCA is subject to the transfer of the IDG Trademarks from IDG to Audi.

In case a transfer of a Contractual Trademark from IDG to Audi or from Audi to FCA proves impossible for whatever reason, not depending upon Audi or IDG, in particular material or legal reasons (e.g. a Trademark Office do not agree on an assignment and transfer of a trademark application, due to lack of usage), Audi is released from its obligation to transfer that specific Contractual Trademark to FCA. However, FCA may request Audi and Audi hereby undertakes to agree to such a request, either to have the registration for the specific Contractual Trademark cancelled or to grant FCA an exclusive (except IDGs as well as Fiat Auto S.p.A.s right to use stipulated in clause 2), perpetual, irrevocable and royalty-free (sub)license to use the Contractual Trademark for "vehicles and their parts" in the territory or territories concerned, provided that Audi owns, directly or through its Affiliates, the necessary rights in and to the specific Contractual Trademark. Any costs and expenses involved therein shall be at the exclusive charge of FCA.

2. Audi declares that, at the date of signature of this Agreement, it is not aware of any third party's cancellation action –or other claim - pending against the Contractual Trademarks.

Audi declares that there is a trademark license agreement existing between IDG and Fiat Auto S.p.A. dated 09. November 2005 with respect to the use of the word mark "Brera".

Audi declares that Audi has granted IDG the right to use and allow third parties to use the designations Visconti and Brera worldwide only for and in direct connection with its Concept Cars.

Therefore IDG is currently as well as shall in the future be allowed to use and allow third parties to use the designations Visconti and Brera worldwide only for and in direct connection with its Concept Cars.

Apart from that, any liability of Audi shall be excluded (in particular exemption of third party's rights) unless Audi acts fraudulently.

3. The Parties hereby declare that the assignment and transfer of the Contractual Trademarks stipulated in this Agreement is part of an overall agreement which concerns further trademarks owned by both Parties and that, therefore, consideration for the assignment and transfer of the Contractual Trademarks and for the performance of the obligations of the Parties under this Agreement will be regulated as a whole within the frame of the whole operation.
4. In accordance with the sale, assignment and transfer of the Contractual Trademarks from Audi to FCA, FCA agrees to pay an amount of EUR 30.000 to Audi.

  
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The aforementioned amount is due and has to be paid within 30 days upon signature of this Agreement by both parties and receipt of an orderly invoice from Audi by FCA. Credits and debts between the parties can be set off.

5. Audi undertakes not to object in any way to FCA's use of the Contractual Trademarks on "motor vehicles and their parts" and any other goods or services falling within FCA's activities and interests nor to any future trademark application/registration of the Contractual Trademarks by FCA or related companies in any country of the world.
6. After assignment of the Contractual Trademarks to FCA is completed or a license is granted as per section 1, Audi shall not file – and shall have IDG not file - any new application for the Contractual Trademarks in any country or for any goods/services whatsoever.
7. Audi undertakes to cooperate with FCA and to cause IDG to cooperate in the resolution of any problem arising from the transfer and assignment of the Contractual Trademarks based on this Agreement, before any Trademark Office and/or before any third party until the assignment of the Contractual Trademarks from Audi to FCA under this Agreement is completed. However, even after the above assignment is registered, should any third party object to the validity of said assignment, Audi undertakes to issue declarations or letters to the benefit of FCA confirming the content of this Agreement.

FCA shall be responsible for the transfer of the Contractual Trademarks (re-registration at the respective Trademark Offices etc.) from Audi to FCA. Any costs arising in that regard shall be borne by FCA.

8. This Agreement will take effect as of 30.11.2015 (Effective Date).  
This Agreement is conditional upon fulfillment of each and all undertakings of FCA as set forth in the Trademark Coexistence Agreement entered into between the Parties on the same Effective Date of this Agreement ("Coexistence Agreement"). In case of material breach by FCA of the Coexistence Agreement this Agreement could be terminated by Audi.
9. **Governing Law; Submission to Jurisdiction.** This Agreement shall in all respects be governed and construed in accordance with the laws of France. All efforts shall be made by the Parties to settle any dispute, controversy or claim arising under, out of or relating to this Agreement and/or the New AUDI Marks and/or the FCA Marks and/or the New FCA Marks through friendly consultation. The Parties agree to attempt to resolve such dispute, controversy or claim through consultations within thirty (30) days after one party has served a notice in writing upon the other party requesting commencement of consultations regarding a dispute, controversy or claim arising under, out of or relating to this Agreement. If the Parties are unable to resolve the dispute, controversy or claim within that thirty (30) day period, the Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the courts of France in respect of any dispute, controversy or claim, or any defense or counterclaims arising under, out of or relating to this Agreement irrespective of whether such disputes, controversy or claim or any defense or counterclaim is subject to proceedings in a main court action or subject to provisional or protective measures.
10. The Parties shall keep the content of this Agreement confidential and will not bring said content to the knowledge of third parties without the other party's prior consent, except when required by law or based on an order issued by a court or government agency. Companies of the Volkswagen Group as well as the FCA Group are not to be considered as "third parties" in this context.

However, the Parties are allowed to disclose the Agreement as well as its content to the extent necessary in particular for recordal at the relevant Trademark Offices, and to its fiscal registration. FCA shall carry out the formalities regarding the Contractual Trademarks at his own expenses. However, the Parties will provide each other with all necessary documents in relation to said formalities.

Both Parties are not entitled to use the existence of the Agreement in their advertising or image vis-à-vis external parties.

  
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The obligation to maintain confidentiality does not apply to statements, information, data, and other facts that the receiving Party proves:

- were already known to the receiving party prior to communication thereof by the disclosing Party, or
- it received from a third party that is not subject to any obligation to maintain confidentiality, or
- were publicly known or obvious at the time of disclosure or later became publicly known or obvious, or
- it is obligated to disclose within the scope of court proceedings, proceedings before government agencies, or similar proceedings. In such cases, the receiving party is obligated to notify the disclosing party in writing without delay that such a demand has been received, including supporting evidence (e.g. copies).

11. No amendment, waiver or alteration of this Agreement, including amendments of this clause may be made except by mutual agreement of the Parties in writing.

12. This Agreement shall be binding not only on the Parties but also on their successors in title, assignees and licensees as well as subsidiaries and affiliates of the Parties. Therefore, the Parties undertake to impose their obligations under this Agreement upon any successor in title, assignee, licensee, subsidiary and affiliate as long as they hold such position of successor in title, assignee or licensee or for the period of their affiliation.

13. Should any provision or substantial part of this Agreement be or become invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. Any invalid provision shall be replaced with such valid provision as most closely reflects the intent and purpose of the invalid provision. Other gaps in provisions shall be supplemented at the reasonable discretion of the Parties.

Ingolstadt, February 9, 2016

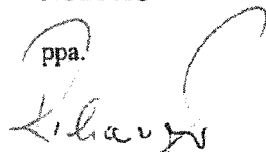
Torino, 31 August 2016

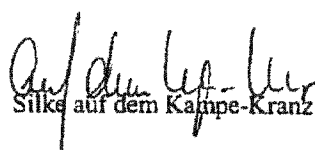
AUDI AG

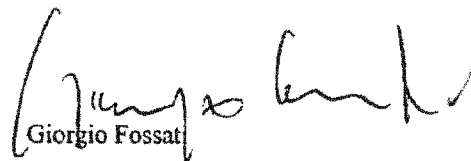
FCA ITALY S.P.A.

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Richard Zollner

  
Silke auf dem Kampe-Kranz

  
Giorgio Fossat

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Exhibit 1

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Classes
VISCONTI	European Union	3618584	Jan 19, 2004	3618584	May 10 2005	12

Exhibit 2

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Classes
BRERA	USA	85905157	April, 16, 2013	4843615	Nov. 3, 2015	09, 12, 28
BRERA	Italy	TO/2013/000338	Feb 26, 2003	1528044	May 6, 2003	9, 28
BRERA	Italy	TO/2012/000738	Mar 21, 2002	1481882	May 6, 2003	12
BRERA	International Registration	804745	May 6, 2003	804745	May 6, 2003	09, 12, 28



Exhibit 3

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Classes
500	Germany	A54714/12WZ	Jan 1, 1995	2911806	Sept. 20, 1995	12