

5-22-03



To the Honorable Commissioner of Patents and Trade

102458351

all documents or copy thereof.

1. Name(s) of conveying party(ies):  
PIRELLI CAVI E SISTEMI S.P.A.

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:



2. Name(s) and address(es) of receiving party(ies):

Name: INVEX S.p.A.  
Address: Via Circonvallazione, 2  
15028/QUATTORDIO (AL)  
Italy

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation Italy
- Other:

Additional name(s) of conveying party(ies) attached?  Yes x No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Sale

If assignee is not domiciled in the United States, a domestic representative is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

Execution Date: January 21, 2003

4. Application number(s) or registration number(s):

A. Trademark Application Number(s):

75/812,127

B. Trademark Registration Number(s):

Additional numbers attached?  Yes  No

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

Name: Virginia L. Carron  
Address: FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.  
1300 I Street, N.W.  
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account)
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

05/27/2003 DBYRNE 00000111 75812127

01 FC:8521 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Virginia L. Carron

Name of person signing

*Virginia L Carron*

Signature

May 21, 2003

Date

Total number of pages including cover sheet, attachments and documents: 5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Invex S.p.A.  
Serial Number: 75/812,127  
Filing Date: September 30, 1999  
Mark: INVEX

COMMISSIONER FOR TRADEMARKS  
2900 Crystal Drive  
Arlington, Virginia 22202-3514  
ATTN: BOX FEE

**POWER OF ATTORNEY AND  
DESIGNATION OF DOMESTIC REPRESENTATIVE**

Applicant revokes all previous powers of attorney and appoints Virginia L. Carron and each of the attorneys of Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P., all of 1300 I Street, N.W., Washington, D.C. 20005-3315, both jointly and separately as its attorneys with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with this application, to receive notices or process in proceedings affecting this application or resulting registration, and to receive the certificate of registration.

Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P. is also hereby designated as the applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

All correspondence relating to the application should be directed to Virginia L. Carron at the address identified above.

INVEX S.P.A.

By: \_\_\_\_\_

**INVEX S.p.A.**

*Administratore Delegato*

*Dr. Ubaldo Brignone*

Name: Ubaldo Brignone

Title: INVEX SpA Managing Director

Date: 8 May 2003

*a parte*

## Contratto di Cessione Marchi

Tra

Pirelli S.p.A., con sede in Viale Sarca 222, 20126 Milano, Italia (il "Cedente")

e

Invex S.p.A., con sede in Via Circonvallazione 2, Quattordio (AL), Italia (il "Cessionario")

PREMESSO:

- che il Cedente è proprietario del marchio INVEX e degli altri marchi identificati in Allegato A e titolare delle relative domande di registrazione parimenti elencate nell'Allegato A (di seguito congiuntamente i "Marchi");
- che, nell'ambito di un'operazione che ha visto il conferimento al Cessionario da parte di Pirelli Cavi e Sistemi Energia Italia S.p.A., affiliata del Cedente, del ramo d'azienda concernente le proprie attività relative a fili smaltati e all'acquisto da parte di Alfieri Associated Investors Servicios de Consultoria S.A. del controllo del Cessionario, è stato concordato la cessione al Cessionario dei Marchi;

Tutto ciò premesso le parti concordano quanto segue.

### Articolo 1 Cessione dei Marchi

1.1. Secondo i termini e le condizioni di cui a questo Contratto, il Cedente cede, vende e trasferisce al Cessionario e il Cessionario acquista dal Cedente i Marchi nei Paesi di cui all'Allegato A.

1.2. Le parti si danno reciprocamente atto che il trasferimento dal Cedente al Cessionario dei Marchi significa la cessione e il trasferimento dal Cedente al Cessionario della titolarità dei Marchi e di tutti i diritti connessi.

1.3. E' inteso che il Cessionario avrà pieno diritto di registrare i Marchi in qualsiasi altro paese in cui non siano attualmente già registrati.

### Articolo 2 Prezzo di Acquisto

2.1. Quale corrispettivo per l'acquisto del Marchio e per tutti gli obblighi assunti dal Cedente sulla base di questo Contratto, il Cessionario corrisponde al Cedente un prezzo di acquisto complessivo pari a 600.000 Euro (il "Prezzo di Acquisto").

*Maurizio*  
*Invex*

2.2. Il Cessionario corrisponde il Prezzo di Acquisto al Cedente alla sottoscrizione di questo Contratto che costituisce quietanza di detto pagamento.

### **Articolo 3** Trasferimenti

3.1. Il perfezionamento della cessione dei Marchi avverrà per ciascun Paese di cui all'Allegato A mediante singoli atti di cessione delle relative registrazioni o domande di registrazione, impegnandosi fin da adesso il Cedente a sottoscrivere tutti quegli atti necessari a perfezionare tali cessioni presso i competenti Uffici nei vari Paesi.

3.2. In caso di conflitto tra quanto previsto nei singoli atti di cessione e quanto previsto in questo Contratto, le previsioni di questo Contratto prevarranno.

### **Articolo 4** Passaggio della Titolarità

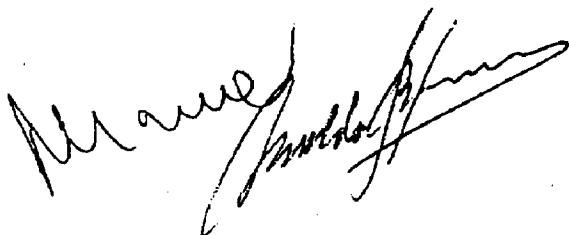
La titolarità dei Marchi e tutti i diritti ad essi connessi passano dal Cedente al Cessionario al momento della sottoscrizione del presente Contratto. Nel periodo tra tale momento e il perfezionamento della cessione nei vari Paesi di cui all'Allegato A ai sensi del precedente articolo 3, il Cedente non potrà in essere alcun attività che possa pregiudicare i diritti del Cessionario sui Marchi e, ogni qualvolta si renda necessaria una qualche attività relativa ai Marchi, otterrà il previo consenso del Cessionario.

### **Articolo 5** Dichiarazioni e Garanzie

Il Cedente dichiara e garantisce di essere l'unico ed esclusivo proprietario dei Marchi e di avere pieno titolo ad essi. Il Cedente dichiara e garantisce inoltre di aver sempre provveduto tempestivamente al pagamento delle imposte relative ai Marchi; il Cedente ha inoltre sempre dato regolarmente corso a tutti gli ulteriori adempimenti necessari per l'integrale conservazione dei Marchi. Nessun terzo ha sollevato alcuna contestazione, rivendicazione o pretesa in relazione alla titolarità dei Marchi in capo al Cedente. Il Cedente dichiara che l'Allegato "A" contiene la lista esaustiva dei paesi in cui il Cedente o sue società direttamente o indirettamente controllate hanno registrato i Marchi.

### **Articolo 6** Varie

6.1. La rinuncia di una delle parti a far valere la violazione o l'inadempienza a una o più previsioni di questo Contratto dell'altra parte non sarà interpretata come rinuncia a far valere successive violazioni e inadempienze alle medesime o ad altre previsioni contrattuali; nè alcun ritardo o omissione di una delle parti ad esercitare o ad avvalersi di



un qualsiasi diritto, facoltà o privilegio a lei spettante ai sensi di questo Contratto potrà essere inteso come rinuncia a far valere una violazione o una inadempienza dell'altra parte.

6.2. Nessuna modifica, cambiamento o aggiunta a questo Contratto sarà efficace se non fatta per iscritto e sottoscritta da entrambe le parti. Anche l'approvazione o il consenso di una parte ad effettuare tali modifiche, cambiamenti ed aggiunte dovrà essere per iscritto.

6.3. Nessuna delle parti trasferirà o cederà questo Contratto o delegherà l'attuazione degli obblighi da esso derivanti senza il preventivo espresso consenso scritto dell'altra parte.

6.4. Il pagamento dell'imposta di registro relativa a questo Contratto, se dovuta, così come ai singoli atti di cessione di cui all'articolo 4 sarà integralmente a carico del Cessionario.

6.5. Se non diversamente previsto, tutte le comunicazioni previste o richieste dal presente Contratto saranno effettuate in forma scritta e saranno efficaci alla loro ricezione e potranno essere effettuate mediante consegna personale o con spedizione via fax, raccomandata con ricevuta di ritorno, agli indirizzi di cui sopra. Ciascuna parte comunicherà prontamente all'altra ogni eventuale variazione degli stessi.

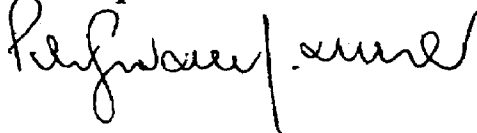
#### Articolo 7 Arbitrato

Tutte le controversie derivanti dal presente Contratto o in relazione con lo stesso saranno risolte in via definitiva da un collegio arbitrale composto di tre arbitri, uno dei quali con funzioni di Presidente in conformità al Regolamento Arbitrale Nazionale della Camera Arbitrale Nazionale e Internazionale di Milano che le parti dichiarano di conoscere ed accettare interamente. L'arbitrato avrà sede a Milano e sarà condotto in lingua italiana. Gli arbitri procederanno in via rituale e secondo diritto. Fermo restando quanto sopra disposto, si conviene che ogni eventuale procedimento giudiziario comunque relativo a questo contratto sarà di competenza esclusiva del Foro di Milano.

Il presente Contratto viene stipulato dai rappresentanti debitamente autorizzati dalle parti.

Milano, 21 gennaio 2003

Pirelli S.p.A.



Invex S.p.A.



List By registration

Confidential

Case N°	Trademark	C.C.	S.C	Assignee	Appl. N°	Appl. Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMC0009	AUTOVEX	IT	01	PCSI	6797C/61	30/11/1961	-	30/11/2001	30/11/2011	RR INT.	6
PMC0009	AUTOVEX	WO	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	6, 9
PMC0009	AUTOVEX	AT	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	BX	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	CH	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	DD	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	XA INT.	
PMC0009	AUTOVEX	DE	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	ES	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	FR	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	HR	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RF INT.	
PMC0009	AUTOVEX	HU	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	PT	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	RO	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0009	AUTOVEX	SI	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RF INT.	
PMC0009	AUTOVEX	YU	01	PCSI	1430D/62	31/01/1962	R254377	05/04/2002	05/04/2012	RR INT.	
PMC0020	DAGLEX	IT	01	PCSI	257164	09/12/1969	582660	09/12/1989	09/12/2009	RR INT.	9
PMC0020	DAGLEX	IT	02	PCSI	39960C/75	03/03/1975	320023	09/01/1980	03/03/2005	RR INT.	9
PMC0024	ELETTROVEX	IT	02	PCSI	8014C/61	20/11/2001	-	30/11/2001	20/11/2011	RR INT.	8
PMC0024	ELETTROVEX	TN	01	PCSI	EE.94.0430	28/04/1994	EE.94.0430	28/04/1994	28/04/2009	RF INT.	6
PMC0024	ELETTROVEX	WO	01	PCSI	1427D/62	31/01/1962	254379	05/04/2002	05/04/2012	RR INT.	9
PMC0024	ELETTROVEX	CH	01	PCSI	1427D/62	31/01/1962	254379	05/04/2002	05/04/2012	RR INT.	
PMC0024	ELETTROVEX	DD	01	PCSI	1427D/62	31/01/1962	254379	05/04/2002	05/04/2012	XA INT.	

15/10/2002

*M. S. M.*

*Carlo...*

List By registration

CaseN°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Regl/Ren. N°	Regl/Ren D.	ExpDate	St. Type	Class
PMC0024	ELETTROVEX	PT	01	PCSI	1427D/62	31/01/1962	254379	05/04/2002	05/04/2012	RR INT.	
PMC0024	ELETTROVEX	RO	01	PCSI	1427D/62	31/01/1962	254379	05/04/2002	05/04/2012	RR INT.	
PMC0024	ELETTROVEX	WO	02	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	6, 9
PMC0024	ELETTROVEX	AT	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	BX	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	CZ	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	DE	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	DZ	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	EG	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	ES	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	FR	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	HR	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	HU	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	LI	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	MA	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	MC	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	MK	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0024	ELETTROVEX	SI	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
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PMC0024	ELETTROVEX	YU	01	PCSI	23962-D/73	02/05/1973	R406557	20/04/1994	29/04/2014	RR INT.	
PMC0041	FORMICEMENTEX	IT	01	PCSI	20010C/70	18/09/1970	-	18/09/2000	18/09/2010	RR INT.	9

*Morand* *Carlo Ferrero*

List By registration

CaseN°	Trademark	C.C.	S.C	S.C Assignee	Appl.N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCO043	FORNVEX	IT	01	PCSI	1783C/48	18/1/1948	530820	22/08/1990	18/1/2008	RR INT.	9
PMCO043	FORNVEX	WO	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	AT	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	BX	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	CH	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	DD	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	DE	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	ES	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	FR	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	HR	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	HU	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	PT	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO043	FORNVEX	RO	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
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PMCO043	FORNVEX	YU	01	PCSI	1431D/62	31/01/1982	254375	05/04/2002	05/04/2012	RR INT.	9
PMCO044	FORTVEX	IT	01	PCSI	21986C/82	15/1/1982	409486	03/03/1986	15/1/2002	RR INT.	9
PMCO046	GRIPPEX	WO	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9
PMCO046	GRIPPEX	AT	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9
PMCO046	GRIPPEX	BX	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9
PMCO046	GRIPPEX	CH	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9
PMCO046	GRIPPEX	CS	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9
PMCO046	GRIPPEX	DE	01	PCSI	12071-D/68	04/05/1988	R349077	14/10/1988	14/10/2008	RR INT.	9

15/10/2002

*Memo*

*Carlo Pirelli*



List By registration

CaseN°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCD0046	GRIPPEX	EG	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	ES	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	FR	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	HU	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	LI	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	MA	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	MC	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	MK	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	PT	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	RO	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	TN	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD0046	GRIPPEX	YU	01	PCSI	12071-D/68	04/05/1968	R349077	14/10/1988	14/10/2008	RN INT.	9
PMCD165	INVEX	CN	01	PCSI	3065511	10/01/2002	-	-	10/01/2012	AF INT.	9
PMCD165	INVEX	US	02	PCSI	75/812127	30/09/1999	-	-	30/09/2009	AF INT.	8
PMCD0051	INVEX (in ovale)	AZ	01	PCSI	-	-	-	-	-	RF INT.	6,9
PMCD0051	INVEX (in ovale)	CN	01	PCSI	3065510	10/01/2002	-	-	10/01/2012	AF INT.	9
PMCD0051	INVEX (in ovale)	EE	01	PCSI	-	31/12/1993	12959	05/08/2002	01/10/2002	RR INT.	6,9
PMCD0051	INVEX (in ovale)	GB	01	PCSI	1373046	13/10/1988	1373046	13/10/1988	13/10/2005	RF INT.	9
PMCD0051	INVEX (in ovale)	IT	01	PCSI	41903C/88	13/10/1988	503091	17/01/1989	13/10/2008	RR INT.	6,9
PMCD0051	INVEX (in ovale)	WO	01	PCSI	24231D/88	13/10/1988	533667	17/01/1989	17/01/2009	RF INT.	6,9
PMCD0051	INVEX (in ovale)	AT	01	PCSI	24231D/88	13/10/1988	533667	17/01/1989	17/01/2009	RF INT.	6,9
PMCD0051	INVEX (in ovale)	AZ	02	PCSI	24231D/88	13/10/1988	533667	17/01/1989	17/01/2009	RF INT.	6,9

15/10/2002

*M. S. M.*

*Roberto...*

List By registration

CaseN°	Trademark	C.C.	S.C	Assignee	Appl/N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCO051	INVEK (in ovale)	BX	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	BY	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	9
PMCO051	INVEK (in ovale)	CH	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6
PMCO051	INVEK (in ovale)	DE	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6
PMCO051	INVEK (in ovale)	ES	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6
PMCO051	INVEK (in ovale)	FR	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	KG	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	KZ	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	MD	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	PT	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	RU	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	SU	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	TJ	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	UA	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO051	INVEK (in ovale)	UZ	01	PCSI	24231/D/88	13/01/1988	533667	17/01/1989	17/01/2009	RF INT.	6, 9
PMCO138	INVEK FILI ISOLATTI SPECIALI logo	IT	01	PCSI	41902C/88	13/01/1988	541615	14/03/1991	13/10/2008	RR INT.	6, 9
PMCO052	INVEK ML	GB	01	PCSI	983749	15/06/1972	983749	15/06/1972	15/06/2003	RR INT.	9
PMCO052	INVEK ML	IT	01	PCSI	40548-C/72	23/06/1972	-	23/06/2002	23/06/2012	RR INT.	6
PMCO052	INVEK ML	WO	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	6
PMCO052	INVEK ML	AT	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	6
PMCO052	INVEK ML	BX	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	6
PMCO052	INVEK ML	CH	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	6

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*Milano*

*Antonio...*

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Case N°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Reg/ren. N°	Reg/ren D.	ExpDate	St. Type	Class
PMCO052	INVEX ML	CS	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	XA INT.	9
PMCO052	INVEX ML	CZ	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RF INT.	9
PMCO052	INVEX ML	DE	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	DZ	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	EG	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	ES	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	XA INT.	9
PMCO052	INVEX ML	FR	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	HR	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RF INT.	9
PMCO052	INVEX ML	HU	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	LI	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	MA	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	MC	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	MK	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RF INT.	9
PMCO052	INVEX ML	PT	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	XA INT.	9
PMCO052	INVEX ML	RO	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	SI	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	SK	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RF INT.	9
PMCO052	INVEX ML	TN	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO052	INVEX ML	YU	01	PCSI	24000-D/72	23/06/1972	R391025	04/08/1992	04/08/2012	RR INT.	9
PMCO053	ISOLVEX	IT	01	PCSI	20406C/88	06/05/1988	539293	31/05/1990	06/05/2008	RR INT.	9
PMCO061	POLIMIDEX	IT	01	PCSI	18361C/72	19/04/1972		19/04/2002	19/04/2012	RR INT.	9
PMCO061	POLIMIDEX	WO	01	PCSI	10875D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.	9

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*M. Scarsini*  
*Carlo Scarsini*

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CaseN°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type Class
PMCC0061	POLMIDEX	AT	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	BX	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	CH	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	XR INT.
PMCC0061	POLMIDEX	CS	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	DE	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	EG	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	ES	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	XR INT.
PMCC0061	POLMIDEX	FR	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	HR	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	HU	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	LI	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	XR INT.
PMCC0061	POLMIDEX	MA	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	MC	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	MK	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	PT	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	RO	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	SI	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	SM	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	TN	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0061	POLMIDEX	VN	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	XA INT.
PMCC0061	POLMIDEX	YU	01	PCSI	10975D/72	22/06/1972	R391037	23/12/1992	25/07/2012	RR INT.
PMCC0067	RETANEX	ES	01	CPSA	1117013	12/09/1985		04/04/2001	04/04/2006	RN INT.
PMCC0067	RETANEX	IT	01	PCSI	6453C/66	08/07/1986	489741	10/03/1987	08/07/2006	RR INT.

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*M. M. M.*  
*Carullo*

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CaseN°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCC0071	SALDAVEX	IT	01	PCSI	6799C/61	20/11/2001	-	30/11/2001	20/1/2011	RR INT.	6
PMCC0071	SALDAVEX	WO	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	6, 9
PMCC0071	SALDAVEX	AT	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	BX	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	CH	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	DD	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	XA INT.	
PMCC0071	SALDAVEX	DE	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	ES	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	XO INT.	
PMCC0071	SALDAVEX	FR	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	HR	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RF INT.	
PMCC0071	SALDAVEX	HU	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	PT	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	RO	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0071	SALDAVEX	SI	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RF INT.	
PMCC0071	SALDAVEX	YU	01	PCSI	1429D/62	31/01/1982	R254376	05/04/2002	05/04/2012	RR INT.	
PMCC0083	TENVEX	IT	01	PCSI	6798C/61	20/11/2001	-	30/11/2001	20/1/2011	RR INT.	6
PMCC0083	TENVEX	WO	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	RR INT.	6, 9
PMCC0083	TENVEX	AT	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	RR INT.	
PMCC0083	TENVEX	BX	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	RR INT.	
PMCC0083	TENVEX	CH	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	RR INT.	
PMCC0083	TENVEX	DD	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	XA INT.	
PMCC0083	TENVEX	DE	01	PCSI	1428D/62	31/01/1982	254378	05/04/2002	05/04/2012	RR INT.	

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*M. Saverio*  
*Antonio Saverio*

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Case N°	Trademark	C.C.	S.C	Assignee	Appl. N°	Appl. Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCO083	TENVEX	ES	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	XO INT.	9
PMCO083	TENVEX	FR	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RR INT.	6
PMCO083	TENVEX	HR	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RF INT.	6, 9
PMCO083	TENVEX	HU	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RR INT.	9
PMCO083	TENVEX	PT	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RR INT.	9
PMCO083	TENVEX	RO	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RR INT.	9
PMCO083	TENVEX	SI	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RF INT.	6, 9
PMCO083	TENVEX	YU	01	PCSI	1428D/62	31/01/1962	254378	05/04/2002	05/04/2012	RR INT.	9
PMCO084	TENVEX 200	GB	01	PCSI	40549C/72	15/06/1972	993750	15/06/1972	15/06/2003	RR INT.	9
PMCO084	TENVEX 200	IT	01	PCSI	24001-D/72	23/06/1972	-	23/06/2002	23/06/2012	RR INT.	6
PMCO084	TENVEX 200	WO	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	6, 9
PMCO084	TENVEX 200	AT	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	BX	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	CH	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	CS	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	XA INT.	9
PMCO084	TENVEX 200	CZ	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RF INT.	6, 9
PMCO084	TENVEX 200	DE	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	DZ	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	EG	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	ES	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	FR	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCO084	TENVEX 200	HR	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RF INT.	6, 9

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CaseN°	Trademark	C.C.	S.C	Assignee	Appl.N°	Appl.Date	Reg/Ren. N°	Reg/Ren D.	ExpDate	St. Type	Class
PMCC0084	TENVEX 200	HU	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	LI	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	MA	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	MC	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	MK	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	PT	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	RO	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	SI	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	SK	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	TN	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0084	TENVEX 200	YU	01	PCSI	24001-D/72	23/06/1972	R391026	04/09/1992	04/08/2012	RR INT.	9
PMCC0086	TERIDEX	ES	01	CPSA	589806	19/05/1969	589806	19/05/1999	19/05/2009	RR INT.	9
PMCC0086	TERIDEX	IT	01	PCSI	6454C/66	08/07/1986	469742	10/03/1987	08/07/2006	RR INT.	9

Numero di Trademark estratti: 18

Numero di RegISTRAZIONI estratte: 39

15/10/2002

List By registration

STATUS LEGEND

AF =	Application Filed	XA =	Expired (Abandoned)
AO =	Application Opposed	XC =	Expired (Cancelled)
AP =	Application Published	XO =	Expired (after Opposition)
AT =	Application Temporal. refused	XR =	Expired (Refused)
RF =	Registered (Full)	XW =	Expired (Withdrawn)
RI =	Registered (abandon instruct.)	ZN =	No regist. in checked country
RN =	Registered (NOT to be renewed)	ZS =	Sold to third Companies
RO =	Registered (after Opposition)	ZU =	Unknown - Data to ask
RP =	Registered (Partially)	TX =	Transferred (not Expired)
RR =	Registered (and Renewed)	XI =	Registration Incorporated

*Per favore firmare!*

Numero di Trademark estratti: 18

Numero di RegISTRAZIONI estratte: 39

15/10/2002



## Contract of Transfer of Marks

Between

Pirelli S.p.A., an Italian corporation having its registered office at Viale Sarca 222, 20126 Milano, Italy (the "Transferor")

and

Invex S.p.A., a corporation having its registered office at via Circonvallazione 2, Quattordio (AL), Italy (the "Transferee")

Whereas:

- the Transferor is the owner of INVEX mark and the other marks that have been identified in the Annexe A and it is the owner of the corresponding demands of registration, also listed in Annexe A (hereinafter "Marks");
- in connection with a transaction whereby Pirelli Cavi e Sistemi Energia Italia S.p.A., an affiliate of Pirelli S.p.A., has transferred to the Transferee its business related to enamelled wires and to the purchase by Alfieri Associated Investors Servicios de Consultoria S.A. of the control of the Transferee, has been agreed the transfer of Marks to the Transferee;

Now, therefore, the parties hereby agree as follows:

### Article 1

#### Transfer of Marks

- 1.1 According to the terms and conditions referred to the present Contract, the Transferor transfers, and sells to the Transferee and the Transferee buys by the Transferor the Marks in the Countries according to Annex A (List by Registration).
- 1.2 The parties mutually agree that the transfer of Marks from the Transferor to the Transferee means the transfer from the Transferor to the Transferee of the ownership of Marks and all the deriving rights.
- 1.3 It is agreed that the Transferee will have full rights to file Marks in any other Country in which they have not been filed yet.

### Article 2

#### Price of Purchase

- 2.1 As compensation for the purchase of Mark and for all the assumed obligations by the Transferor with reference to this Contract, the Transferee gives to the Transferor a total price of purchase equivalent to 600000 Euro (the "Purchasing Price").

- 2.2 The Transferee gives the Purchasing Price to the Transferor at the underwriting of this Contract, that is release of this payment.

Article 3  
Transfers

- 3.1 The fulfilment of the transfer of Marks shall be done for each Country in Annex A by means of individual deed of transfer of the corresponding filing or request of filing, henceforth engaging the Transferor to stipulate all the deeds that are necessary to enforce those transfers at the competent Offices in the different Countries.
- 3.2 Any disputes arising out between any individual deed of transfer and this Contract, what is provided in this Contact shall prevail.

Article 4  
Transfer of the ownership

The ownership of Marks and all the deriving rights are transferred from the Transferor to the Transferee at the underwriting of this Contract. In the period between that moment and the fulfilment of the transfer in the different Countries in Annex A, according to the article 3, the Transferor shall not do any actions that can prejudice the rights of the Transferee regarding Marks and, every time shall be necessary some actions regarding Marks, it shall obtain the previous agreement of the Transferee.

Article 5  
Declarations and Warranties

The Transferor represents and warrants that it is the sole owner of the Marks and it has the full right with respect to them. Moreover the Transferor represents and warrants to have provided always for the payment of the taxes relevant to the Marks; the Transferor has always carried out all the further required fulfilment for the complete preservation of the Marks. No third party raised any objection or claim in relation to the ownership of Marks of the Transferor. The Transferor represents that the Annex "A" includes the exhaustive list of the countries where the Transferor or its companies, directly or indirectly controlled by it, have filed the Marks.

Article 6  
Miscellaneous

- 6.1 The release of one of the parties to validate the violation or the non-fulfilment of one or more provisions of this Contract by the other part, shall be not considered as release to validate violations or non-fulfilment of the same or other contractual provisions; neither any delay or omissions of one of the parties to avail itself or to exercise any right, power or lien due to it according to this Contract shall be considered as release to validate a violation or a non-fulfilment of the other part.

- 6.2 This Contract may be amended or modified only by mutual agreement in writing signed by the authorised representatives of both parties hereto. Also the approval or the consensus by one of the parties to do those amendments or modifications shall be done in writing.
- 6.3 None of the parties shall transfer this Contract or delegate the fulfilment of the obligations with reference to this Contract without the preventive express consent in written by the other part.
- 6.4 The payment of registration fee with reference to this Contract, if any, as well as for the individual act of transfer under article 4 shall be entirely paid by the Transferee.
- 6.5 If not otherwise provided, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if mailed by certified or registered mail, return receipt requested, sent via facsimile with receipt confirmed or delivered personally, addressed as above indicated. Each part shall have readily notified the other every change of such addresses.

Article 7  
Arbitration

Any dispute arising out of, or in connection with this Contract shall be definitively solved by a panel composed by three members of arbitrators, one of them with Chairman function in accordance with the rules of the National Arbitral Rules of the Camera Arbitrale Nazionale e Internazionale di Milano (Milano National and International Arbitral Office), that the parties represent to know and to accept entirely. The place of arbitration shall be Milano, Italy, and shall be conducted in Italian language. The arbitration shall proceed by Rules and Law.

Considering that stated hereinbefore, it is agreed that any possible judicial proceeding with reference to this Contract shall be pertaining to Milan Court of Justice (Foro di Milano).

This Contract is stipulated by the authorised representatives of the parties.

Milan, 21 January 2003-05-16

Pirelli S.p.A.

Pier Giovanni Giannesi

INVEX s.p.A.

Ubaldo Brignone

Translation made by Antonio Martinengo

Quattordio, 16 May 2003



# TRANSLATION

May 13, 2003 Quattordio (AL) ITALY

I, the undersigned Antonio Martinengo do hereby confirm that I in conversant in English and that the attached document is a true and correct English translation from the Italian of the "Contratto di Cessione Marchi" ("Contract of Transfer Marks").

A handwritten signature in black ink, appearing to read "Antonio Martinengo", with a period at the end.

ANTONIO MARTINENGO