

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	PRIVATE AGREEMENT
RESUBMIT DOCUMENT ID:	504930412
CONVEYING PARTY DATA	
Name	Execution Date
COSTANTINO MOROSIN	04/05/2016
RECEIVING PARTY DATA	
Name:	SLAMP S.P.A.
Street Address:	VIA TRE CANNELLE, 3
City:	POMEZIA
State/Country:	ITALY
Postal Code:	00040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29583324
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	05840019DES
NAME OF SUBMITTER:	CHRISTOPHER J. MAIER
SIGNATURE:	/Christopher J. Maier/
DATE SIGNED:	10/19/2018
Total Attachments: 17	
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PRIVATE AGREEMENT

This Agreement, drawn up in two originals for each of the contracting parties

BETWEEN

Company **SLAMP S.p.A.**, with offices at Via Tre Cannelle 3 in Pomezia (RM), [Italy], holder of VAT no. 03600301000, in the person of its Managing Director, Mr. Roberto Ziliani, born in S.Tomè (Venezuela) on 23/02/1957 and domiciled for the office c/o the registered office, hereinafter also indicated as the Principal;

AND

Mr. Costantino Morosin, born in Castello di Codego (TV), [Italy] on 23/05/1950, resident at Sinibaldi 8 in 01030 Calcata (VT), [Italy], tax no. MR SCTN50E23C190P, holder of VAT no. _____, hereinafter also indicated as the Designer;

WHEREAS

a) The Principal manufactures lamps and furnishing accessories marked with the trademark Slamp, which is duly registered and of which the Principal is the only owner;

b) Upon assignment by the Principal, the Designer has designed the following item:

- Lamp called "**FABULA**", which identification codes of the various versions are:

FAB90PLF0000LE000	FABULA CEILING PRISMA
FAB90PLF0003LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0B00LE000	FABULA CEILING PRISMA
FAB90PLF0B03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0E00LE000	FABULA CEILING PRISMA
FAB90PLF0E03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0G00LE000	FABULA CEILING PRISMA
FAB90PLF0G03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0I00LE000	FABULA CEILING PRISMA
FAB90PLF0I03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0U00LE000	FABULA CEILING PRISMA
FAB90PLF0U03LE000	FABULA LARGE CEILING PRISMA
FAB90SOS0000LCB00	FABULA BLUE
FAB90SOS0000LCR00	FABULA RED
FAB90SOS0000LCY00	FABULA YELLOW
FAB90SOS0000LE000	FABULA SUSPENSION PRISMA
FAB90SOS0003LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0B00LCB00	FABULA BLUE
FAB90SOS0B00LCR00	FABULA RED
FAB90SOS0B00LCY00	FABULA YELLOW
FAB90SOS0B00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0B03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0E00LCB00	FABULA BLUE
FAB90SOS0E00LCR00	FABULA RED
FAB90SOS0E00LCY00	FABULA YELLOW
FAB90SOS0E00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0E03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0G00LCB00	FABULA BLUE
FAB90SOS0G00LCR00	FABULA RED

SLAMP S.p.A. Via Tre Cannelle, 3 - 00071 Pomezia (Roma) - Italy

Tel. +39 06 9162391 Fax +39 06 91623933 - info@slamp.it www.slamp.it

Social capital: €220,000,00 fully paid-up - VAT NO. IT03600301000 - Economic and Administrative Index No. RM 677777 - Tax and Register of Companies No. : 03600301000 - Register of EEE Producers: IT0802000001615

PATENT
REEL: 047275 FRAME: 0537

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FAB90SOS0G00LCY00	FABULA YELLOW
FAB90SOS0G00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0G03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0I00LCB00	FABULA BLUE
FAB90SOS0I00LCR00	FABULA RED
FAB90SOS0I00LCY00	FABULA YELLOW
FAB90SOS0I00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0103LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0U00LCB00	FABULA BLUE
FAB90SOS0U00LCR00	FABULA RED
FAB90SOS0U00LCY00	FABULA YELLOW
FAB90SOS0U00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0U03LE000	FABULA LARGE SUSPENSION PRISMA

as better described by the enclosed photos and hereinafter also indicated as the "Products";

- c) The Principal is interested in starting the production of the above-described model. Should the decision be made in the future to expand the "FABULA" range with new versions that differ in color or size from the above-indicated model, the Principal shall inform the Designer thereof and if in agreement, the Principal shall communicate the new product codes to the Designer by means of a specific Schedule, which shall form an integral and substantial part of this Agreement;
- d) The Designer explicitly declares and guarantees to be the only and actual author and creator of the Products and accordingly to be able to use them freely, while also ensuring the Principal that the Products have the requirements of novelty and originality required by law, while also ensuring the Principal that he has not disclosed, in whole or in part, the project of said Products and/or technical information relative thereto, or in any case informing the Principal concerning any prior disclosures and/or uses of the Products that he is aware of.

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Now therefore,

THE FOLLOWING IS AGREED UPON AND ENTERED INTO

Section I

I.1 The above premises are an integral and fundamental part of this deed.

Section II

II.1. The Designer transfers to the Principal the exclusive right to manufacture, have manufactured, sell, have sold, advertise and have advertised, that is to transfer to third parties all rights to take advantage of the Products without any territorial limitation.

II.2. The Principal shall also have the right to use the name and the designer name of the Designer, and also to use them on packaging and/or advertising material and any other support to the relative advertising activity, upon approval by the Designer.

II.3. If requested by the Principal, the Designer shall provide all the technical and stylistic collaboration aiming to improve manufacturing and selling the Products, including developing conceptual designs, providing any consulting on the choice of the materials and manufacturing techniques, it however being understood that all final decisions to this end shall be made by the Principal on the basis of the options presented by the Designer or in any case upon authorization by the Designer concerning color and finishings.

II.4. Having provided a specific guarantee in the premises, the Designer explicitly exonerates the Principal from all and any responsibility in the hypothesis of disputes from third parties concerning the originality and copyright of the Products, that is concerning the rights associated with the economic exploitation thereof, while contrarily being responsible for all legal intents and purposes. Should the originality and novelty of the Products be disputed by third parties and such a dispute appear to the Principal to be founded in light of the documentation produced and/or of any other element that allows the Principal to suppose at its own unquestionable judgement that the Products had already been conceived by third parties, the Principal may request the termination of this Agreement with the same modalities set forth in Section IV.2 of this Private Agreement.

II.5. The Designer explicitly assigns and transfers to the Principal, the right to register, in its own name, both in Italy and abroad, patent applications or other property rights having as object the technical and/or decorative aspects of the Products, the Designer's right to the creative copyright of the Products being understood, and it also being understood that all expenses concerning the registration, continuation, keeping effective and also legally protecting the patent for the period of validity of this Agreement shall be wholly sustained by the Principal.

II.6. The Designer shall refrain from directly or indirectly offering third parties Products that are similar or are easily assimilated with the Products the subject of this Agreement, with the processing techniques and with the raw materials commonly used by the Principal. Should the Designer violate such an obligation, the Principal may request the termination of this Agreement with the same modalities set forth in Section IV.2 of this Private Agreement.

II.7. The Designer shall keep confidential the research and applications carried out during the course of execution of this Private Agreement.

II.8. The Designer shall undertake not to use and to ensure the same name used by the Principal to identify the Products and/or names that may be mistaken as similar, are not used by third parties.

Section III

III.1. As compensation for the rights assigned with this Agreement and also for the consulting activities set forth in Section II.3 above, the Principal shall pay the Designer an overall royalty of 3% (three percent) of the annual turnover resulting from the sales through the SLAMP distribution

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network, excluding direct sales to the so-called "large-scale distributors", promotional clients and direct sales, for which the overall royalty shall be 1.5% (one point five percent) of the annual turnover.

III.2. The Principal shall reimburse the Designer for any extra expenses sustained for trips and accommodations required to complete the project and the prototypes.

III.3. The Parties declare that turnover means the price actually collected by the Principal against the industrial and commercial exploitation of the Products, less the Value Added Tax (VAT), packaging and transport expenses, discounts actually granted and documented, and also any merchandise returned following the failed sale thereof or for different reasons.

III.4. The Principal shall send the Designer a quarterly statement of the turnover achieved to that date resulting from marketing the Products, combined with the calculation of the royalties matured.

III.5. On the basis of the aforementioned statement, the Designer shall send the Principal the relative invoice/receipt drawn up in compliance with the fiscal legislation applicable each time, which shall be settled by the Principal within 30 (thirty) days from the receipt thereof.

Section IV

IV.1. This Agreement shall be effective starting from the date it is entered into and shall have a duration for the whole period during which the Products are manufactured and marketed.

IV.2. The Principal shall reserve the unquestionable right to cease manufacturing and marketing the Products without this constituting the acknowledgement of any right or actions for the Designer, who to this end may lay no claim towards the Principal either by way of compensation for early termination of the relations or for any other reason, renouncing from now on in an explicit and unconditioned manner thereto.

IV.3. In such a hypothesis, the Principal shall inform the Designer in writing of its unilateral decision to terminate this Agreement and once the stock in the warehouse and the orders received prior to such notice date have been used up, the Principal shall cease any manufacturing, marketing and advertising activity relating to the Products and to the name of the Designer himself.

IV.4. Once the term of six months from the termination of relations has passed, the Designer shall acquire the right of exclusive use of the project and may request (in writing) the Principal transfer to him the complete and exclusive ownership of any applications and patents registered and/or obtained for all countries of interest. The costs sustained for the transfer shall be at the expense of the Designer.

Likewise, the Designer shall sustain the expenses for continuing and maintaining the applications and/or patents, starting from the termination of this Agreement.

The Principal shall have the right to decide whether or not to continue or abandon applications and/or patents for those countries for which the Designer is not interested in the transcription of the rights.

Section V

V.1. This Agreement is stipulated between the Parties in Italy and accordingly shall be regulated exclusively by Italian Law.

V.2. Any dispute concerning the interpretation, validity and execution of this Agreement that may not be amicably settled by the Parties shall be submitted to the exclusive cognizance and decision of the Court of Rome.

For all intents and purposes and as set forth in Sections 1341 and 1342 of the [Italian] Civil Code, the Parties explicitly declare to have carefully examined the complete contents of this Agreement and in particular, sections IV and relative sub-paragraphs concerning the duration of the Agreement and the right to termination of the Principal; V. and relative sub-paragraphs relative to the application of Italian Law and the appointment of the place of jurisdiction, and to wholly approve the

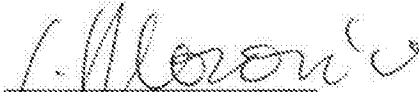
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contents hereof.

Read, confirmed and signed this 5th day of April, 2016, in Pomezia (RM).


SLAMP S.p.A.



(designer)

Instructions pursuant to [Italian] Law No. 196/2003, as amended.

The information in this Agreement is to be considered strictly confidential. The use thereof is solely allowed by the addressees indicated above. Withholding, disclosing, also in part, distributing to other subjects, or copying information constitutes conduct that is contrary to the principles dictated by Law No. 196/2003.

The undersigned are aware of the above.


SLAMP S.p.A.


(Designer)

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STATI UNITI
ARANCIO 030

SCRITTURA PRIVATA

Con la presente scrittura, redatta in duplice originale per ciascuna delle parti contraenti

TRA

La Società **SLAMP S.p.A.** corrente in Pomezia (RM) alla Via Tre Cannelle n. 3, titolare della Partita I.V.A. n. 03600301000, in persona dell'Amministratore Delegato Sig. Roberto Ziliani nato a S.Tomé (Venezuela) il 23/02/1957 e domiciliato per la carica presso la sede legale, di seguito per brevità anche indicata Committente;

E

Il Sig. Costantino Morosin nato Castello di Codego TV il 23/05/1950, residente in Sinibaldi,8 - Cap 01030 Calcata (VT) - Codice Fiscale MRSCNTN50E23C190P, titolare di Partita Iva n. _____ di seguito per brevità anche indicato Designer;

PREMESSO CHE

- a) la Committente produce lampade e complementi di arredo contrassegnati dal marchio Slamp, regolarmente registrato e di cui deve ritenersene unica proprietaria;
- b) su incarico della Committente, il Designer ha progettato il seguente articolo:
 - Lampada denominata "FABULA" i cui codici identificativi, relativi alle diverse versioni, sono:

FAB90PLF0000LE000	FABULA CEILING PRISMA
FAB90PLF0003LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0B00LE000	FABULA CEILING PRISMA
FAB90PLF0B03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0E00LE000	FABULA CEILING PRISMA
FAB90PLF0E03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0G00LE000	FABULA CEILING PRISMA
FAB90PLF0G03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0I00LE000	FABULA CEILING PRISMA
FAB90PLF0I03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0U00LE000	FABULA CEILING PRISMA
FAB90PLF0U03LE000	FABULA LARGE CEILING PRISMA
FAB90SOS0000LCB00	FABULA BLUE
FAB90SOS0000LCR00	FABULA RED
FAB90SOS0000LCY00	FABULA YELLOW
FAB90SOS0000LE000	FABULA SUSPENSION PRISMA
FAB90SOS0003LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0B00LCB00	FABULA BLUE

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FAB90SOS0B00LCR00	FABULA RED
FAB90SOS0B00LCY00	FABULA YELLOW
FAB90SOS0B00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0B03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0E00LCB00	FABULA BLUE
FAB90SOS0E00LCR00	FABULA RED
FAB90SOS0E00LCY00	FABULA YELLOW
FAB90SOS0E00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0E03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0G00LCB00	FABULA BLUE
FAB90SOS0G00LCR00	FABULA RED
FAB90SOS0G00LCY00	FABULA YELLOW
FAB90SOS0G00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0G03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0I00LCB00	FABULA BLUE
FAB90SOS0I00LCR00	FABULA RED
FAB90SOS0I00LCY00	FABULA YELLOW
FAB90SOS0I00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0I03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0U00LCB00	FABULA BLUE
FAB90SOS0U00LCR00	FABULA RED
FAB90SOS0U00LCY00	FABULA YELLOW
FAB90SOS0U00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0U03LE000	FABULA LARGE SUSPENSION PRISMA

come meglio descritte dalle foto allegate e di seguito, per brevità, indicate come "Prodotti";

- c) la Committente ha interesse ad avviare la produzione del modello sopra descritto.
Qualora si decidesse, in futuro, di ampliare la gamma "FABULA" con nuove versioni che differiscano per colore o dimensione dal modello sopra indicato, la Committente avrà cura di condividere con il designer e se in accordo comunicare al Designer i nuovi codici dei prodotti tramite apposita Appendice che formerà parte integrante e sostanziale della presente scrittura;
- d) il Designer espressamente dichiara e garantisce di essere l'unico ed effettivo autore e creatore dei Prodotti e di poterne per l'effetto liberamente disporre, assicurando anche alla Committente che gli stessi godono dei requisiti di novità ed originalità richiesti dalla legge; assicurando anche alla Committente che non ha divulgato - in tutto o in parte - il progetto di detti Prodotti e/o informazioni tecniche relative agli stessi, o comunque informando la Committente in merito a eventuali divulgazioni e/o utilizzazioni dei Prodotti già avvenute, di cui sono a conoscenza.

Tutto ciò premesso e ritenuto

SI CONVIENE E SI STIPULA

Articolo I

I.1 Le suestese premesse costituiscono parte integrante ed essenziale del presente atto.

Articolo II

II.1. Il Designer cede alla Committente il diritto esclusivo di produrre, far produrre, vendere, far vendere, reclamizzare e far reclamizzare ovvero cedere a terzi ogni diritto di sfruttamento dei Prodotti, senza alcuna limitazione territoriale.

II.2. Alla Committente è altresì riconosciuto il diritto di utilizzare, il nome e la griffe del Designer, così come di indicarli negli imballi e/o materiale pubblicitario ed ogni altro supporto della relativa attività promozionale, previa approvazione del Designer.

II.3. Se richiesto dalla Committente, il Designer fornirà tutta la collaborazione tecnica e stilistica tesa alla miglior realizzazione e commercializzazione dei Prodotti, ivi compresa l'elaborazione dei progetti esecutivi, l'eventuale consulenza sulla scelta dei materiali e tecniche costruttive, restando tuttavia inteso che, al riguardo, ogni decisione definitiva dovrà essere effettuata dalla Committente sulla base delle opzioni presentate dal Designer o comunque previa autorizzazione del Designer per quanto riguarda colore e finitura.

II.4. Avendo formato in premessa oggetto di specifica garanzia, il Designer esonera espressamente la Committente da ogni e qualsiasi responsabilità in ipotesi di contestazioni da terzi circa l'originalità e la paternità dei Prodotti ovvero in ordine ai diritti connessi al suo sfruttamento economico, rispondendone al contrario ai termini di legge.

Qualora l'originalità e la novità dei Prodotti venissero contestate da terzi e tale contestazione apparisse alla Committente fondata in virtù della documentazione prodotta e/o di qualsiasi altro elemento lasci supporre ad insindacabile giudizio della Committente che i Prodotti fossero già stati ideati da terzi, la Committente potrà chiedere la rescissione del Contratto con le stesse modalità di cui all'art. IV.2 della presente scrittura privata.

II.5. Il Designer espressamente cede e trasferisce alla Committente il diritto di depositare a proprio nome, sia in Italia che all'estero, domande di brevetto o altri titoli di privativa, aventi ad oggetto aspetti tecnici e/o ornamentali dei Prodotti, fermo restando il diritto del Designer al riconoscimento della paternità creativa dei prodotti e fermo restando altresì che tutte le spese relative al deposito, alla prosecuzione e al mantenimento in vigore e tutela anche giudiziale del Brevetto saranno, per il periodo di validità del presente accordo, a totale carico della Committente.

II.6. Il Designer dovrà astenersi dal direttamente o indirettamente proporre a terzi la realizzazione di prodotti che siano simili o assimilabili ai prodotti oggetto del presente contratto, alle tecniche di lavorazione e alle materie prime comunemente usate dalla Committente.

Qualora il Designer violasse tale obbligo la Committente potrà richiedere la rescissione del Contratto con le stesse modalità di cui all'art. IV.2 della presente scrittura privata.



II.7. Il Designer dovrà mantenere segrete le ricerche e le applicazioni eseguite nel corso dell'esecuzione della presente scrittura privata.

II.8. Il Designer si impegna affinché non venga utilizzata in proprio o da terzi la stessa denominazione utilizzata dalla Committente per identificare i Prodotti e/o denominazioni confondibilmente simili.

Articolo III

III.1. Quale compenso per i diritti conferiti loro con il presente contratto nonché per le attività di consulenza di cui al precedente articolo II.3, la Committente corrisponderà al Designer una royalty complessiva del 3% (treper cento) sul fatturato annuo derivante dalle vendite sulla rete distributiva SLAMP, escluse le vendite dirette alla cosiddetta "Grande Distribuzione", clienti promozionali e vendite dirette, per le quali la royalty complessiva sarà del 1,5% (unovirgola cinque per cento) sul fatturato annuo.

III.2. La Committente rimborserà le spese extra sostenute dal Designer per i viaggi e gli alloggi necessari alla finalizzazione del progetto e dei prototipi.

III.3. Le parti dichiarano che per fatturato si intende il prezzo effettivamente incassato dalla Committente a fronte dello sfruttamento industriale e commerciale dei Prodotti, dedotte le imposte sul valore aggiunto (I.V.A.), le spese di imballo e trasporto, gli sconti effettivamente concessi e documentati nonché le restituzioni di merce a seguito di mancata vendita ovvero cause diverse.

III.4. La Committente invierà al Designer, con scadenza trimestrale, un estratto conto sul fatturato sino a quel momento conseguito per la commercializzazione dei Prodotti, unitamente al calcolo delle royalties maturate.

III.5. Sulla scorta del citato estratto conto, il Designer invierà alla Committente relativa Fattura/Ricevuta, redatta nel rispetto della normativa fiscale di volta in volta applicabile che verrà saldata dalla medesima entro 30 (trenta) giorni dal suo ricevimento.

Articolo IV

IV.1. Il presente accordo avrà efficacia a decorrere dalla data di sua stipulazione e durerà per tutto il periodo di produzione e commercializzazione dei Prodotti.

IV.2. La Committente si riserva la facoltà insindacabile di cessare la produzione e commercializzazione dei Prodotti, senza che ciò possa costituire riconoscimento alcuno di diritti ovvero azioni in capo al Designer che al riguardo nulla potrà pretendere nei confronti della prima sia a titolo di risarcimento per anticipata risoluzione del rapporto che ad altro titolo, rinunciandovi sin da ora in modo espresso ed incondizionato.

IV.3. In tale ipotesi, la Committente darà comunicazione scritta al Designer della propria decisione di recesso unilaterale dal presente contratto e, esaurite le scorte di magazzino e gli ordini ricevuti anteriormente all'invio di tale comunicazione, cesserà qualsivoglia attività produttiva, commerciale e promozionale riferita ai Prodotti ed al nome del Designer medesimo.

IV.4. Decorso il termine di sei mesi dalla cessazione del rapporto, il Designer acquisterà il diritto di utilizzo esclusivo del progetto e potrà richiedere per iscritto alla Committente di trasferirgli la piena ed esclusiva

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titolarità delle domande e dei brevetti che siano stati eventualmente depositati e/o ottenuti per tutti i paesi di suo interesse. Le spese di trascrizione del trasferimento saranno a carico del Designer.

Altresì il Designer sosterrà a partire dalla cessazione del presente accordo, le spese da sostenere per la prosecuzione e il mantenimento delle domande e/o brevetti.

Per quei Paesi in cui il Designer non è interessato alla trascrizione dei diritti, la Committente ha il diritto di decidere se proseguire o abbandonare le domande e/o brevetti.


Articolo V


V.1. Il presente contratto è tra le parti stipulato in Italia e sarà per l'effetto regolato in via esclusiva dalla Legge italiana.

V.2. Qualunque controversia relativa alla interpretazione validità ed esecuzione del presente contratto che non possa formare oggetto di bonario accordo tra le parti, sarà devoluta all'esclusiva cognizione e decisione del Tribunale di Roma.

Ai sensi e per gli effetti di cui agli artt. 1341 e 1342 C.C., le parti dichiarano espressamente di aver preso accurata e piena visione del contenuto del presente contratto ed, in particolare, degli articoli IV. e relativi commi, riferiti alla durata del contratto e facoltà di recesso della Committente; V. e relativi commi, riferiti alla applicazione della legge italiana ed alla designazione del foro competente, e di approvarne integralmente il contenuto.

Letto, confermato e sottoscritto il giorno 05 del mese di Aprile dell'anno 2016 in Pomezia (RM).



SLAMP S.p.A.


(designer)

Avvertenze ai sensi della Legge 196/2003 e successive modifiche ed integrazioni.

Le informazioni contenute in questo contratto sono da considerarsi strettamente riservate. Il loro utilizzo è consentito esclusivamente ai destinatari sopra indicati. Costituisce comportamento contrario ai principi dettati dalla Legge 196/2003 il trattenere informazioni, divulgarle, anche in parte, distribuirle ad altri soggetti, ovvero copiarle.

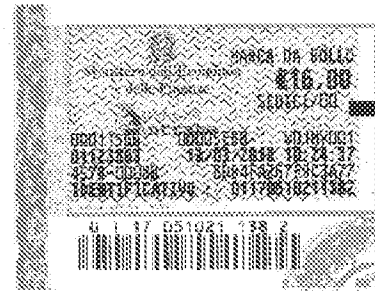
I sottoscritti a conoscenza di quanto sopra.


SLAMP S.p.A.


(designer)

SLAMP:

THE LEADING LIGHT



PRIVATE AGREEMENT

This Agreement, drawn up in two originals for each of the contracting parties

BETWEEN

Company **SLAMP S.p.A.**, with offices at Via Tre Cannelle 3 in Pomezia (RM), [Italy], holder of VAT no. 03600301000, in the person of its Managing Director, Mr. Roberto Ziliani, born in S.Tomè (Venezuela) on 23/02/1957 and domiciled for the office c/o the registered office, hereinafter also indicated as the Principal;

AND

Mr. Costantino Morosin, born in Castello di Codego (TV), [Italy] on 23/05/1950, resident at Sinibaldi 8 in 01030 Calcata (VT), [Italy], tax no. MRSCTN50E23C190P, holder of VAT no. _____, hereinafter also indicated as the Designer;

WHEREAS

- a) The Principal manufactures lamps and furnishing accessories marked with the trademark Slamp, which is duly registered and of which the Principal is the only owner;
- b) Upon assignment by the Principal, the Designer has designed the following item:
 - Lamp called "**FABULA**", which identification codes of the various versions are:

FAB90PLF0000LE000	FABULA CEILING PRISMA
FAB90PLF0003LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0B000LE000	FABULA CEILING PRISMA
FAB90PLF0B03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0E000LE000	FABULA CEILING PRISMA
FAB90PLF0E03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0G000LE000	FABULA CEILING PRISMA
FAB90PLF0G03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0I000LE000	FABULA CEILING PRISMA
FAB90PLF0I03LE000	FABULA LARGE CEILING PRISMA
FAB90PLF0U000LE000	FABULA CEILING PRISMA
FAB90PLF0U03LE000	FABULA LARGE CEILING PRISMA
FAB90SOS0000LCB00	FABULA BLUE
FAB90SOS0000LCR00	FABULA RED
FAB90SOS0000LCY00	FABULA YELLOW
FAB90SOS0000LE000	FABULA SUSPENSION PRISMA
FAB90SOS0003LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0B00LCB00	FABULA BLUE

SLAMP S.p.A. Via Tre Cannelle, 3 - 00071 Pomezia (Roma) - Italy
 Tel. +39 06 9162391 Fax +39 06 91623933 - info@slamp.it www.slamp.it
 Social capital: €220,000,00 fully paid-up - VAT NO. IT03600301000 - Economic and Administrative Index No. RM 677777 - Tax and Register of Companies No.: 03600301000 - Register of EEE Producers: IT0802000001615

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REEL: 047275 FRAME: 0547

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THE LEADING LIGHT

FAB90SOS0B00LCR00	FABULA RED
FAB90SOS0B00LCY00	FABULA YELLOW
FAB90SOS0B00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0B03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0E00LCB00	FABULA BLUE
FAB90SOS0E00LCR00	FABULA RED
FAB90SOS0E00LCY00	FABULA YELLOW
FAB90SOS0E00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0E03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0G00LCB00	FABULA BLUE
FAB90SOS0G00LCR00	FABULA RED
FAB90SOS0G00LCY00	FABULA YELLOW
FAB90SOS0G00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0G03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0I00LCB00	FABULA BLUE
FAB90SOS0I00LCR00	FABULA RED
FAB90SOS0I00LCY00	FABULA YELLOW
FAB90SOS0I00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0I03LE000	FABULA LARGE SUSPENSION PRISMA
FAB90SOS0U00LCB00	FABULA BLUE
FAB90SOS0U00LCR00	FABULA RED
FAB90SOS0U00LCY00	FABULA YELLOW
FAB90SOS0U00LE000	FABULA SUSPENSION PRISMA
FAB90SOS0U03LE000	FABULA LARGE SUSPENSION PRISMA

as better described by the enclosed photos and hereinafter also indicated as the "Products";

- c) The Principal is interested in starting the production of the above-described model. Should the decision be made in the future to expand the "FABULA" range with new versions that differ in color or size from the above-indicated model, the Principal shall inform the Designer thereof and if in agreement, the Principal shall communicate the new product codes to the Designer by means of a specific Schedule, which shall form an integral and substantial part of this Agreement;
- d) The Designer explicitly declares and guarantees to be the only and actual author and creator of the Products and accordingly to be able to use them freely, while also ensuring the Principal that the Products have the requirements of novelty and originality required by law, while also ensuring the Principal that he has not disclosed, in whole or in part, the project of said Products and/or technical information relative thereto, or in any case informing the Principal concerning any prior disclosures and/or uses of the Products that he is aware of.

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PATENT
REEL: 047275 FRAME: 0548

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Now therefore,

THE FOLLOWING IS AGREED UPON AND ENTERED INTO

Section I

I.1 The above premises are an integral and fundamental part of this deed.

Section II

II.1. The Designer transfers to the Principal the exclusive right to manufacture, have manufactured, sell, have sold, advertise and have advertised, that is to transfer to third parties all rights to take advantage of the Products without any territorial limitation.

II.2. The Principal shall also have the right to use the name and the designer name of the Designer, and also to use them on packaging and/or advertising material and any other support to the relative advertising activity, upon approval by the Designer.

II.3. If requested by the Principal, the Designer shall provide all the technical and stylistic collaboration aiming to improve manufacturing and selling the Products, including developing conceptual designs, providing any consulting on the choice of the materials and manufacturing techniques, it however being understood that all final decisions to this end shall be made by the Principal on the basis of the options presented by the Designer or in any case upon authorization by the Designer concerning color and finishings.

II.4. Having provided a specific guarantee in the premises, the Designer explicitly exonerates the Principal from all and any responsibility in the hypothesis of disputes from third parties concerning the originality and copyright of the Products, that is concerning the rights associated with the economic exploitation thereof, while contrarily being responsible for all legal intents and purposes. Should the originality and novelty of the Products be disputed by third parties and such a dispute appear to the Principal to be founded in light of the documentation produced and/or of any other element that allows the Principal to suppose at its own unquestionable judgement that the Products had already been conceived by third parties, the Principal may request the termination of this Agreement with the same modalities set forth in Section IV.2 of this Private Agreement.

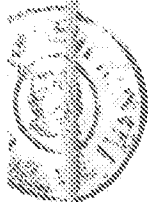
II.5. The Designer explicitly assigns and transfers to the Principal, the right to register, in its own name, both in Italy and abroad, patent applications or other property rights having as object the technical and/or decorative aspects of the Products, the Designer's right to the creative copyright of the Products being understood, and it also being understood that all expenses concerning the registration, continuation, keeping effective and also legally protecting the patent for the period of validity of this Agreement shall be wholly sustained by the Principal.

II.6. The Designer shall refrain from directly or indirectly offering third parties Products that are similar or are easily assimilated with the Products the subject of this Agreement, with the processing techniques and with the raw materials commonly used by the Principal. Should the Designer violate such an obligation, the Principal may request the termination of this Agreement with the same modalities set forth in Section IV.2 of this Private Agreement.

II.7. The Designer shall keep confidential the research and applications carried out during the course of execution of this Private Agreement.

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II.8. The Designer shall undertake not to use and to ensure the same name used by the Principal to identify the Products and/or names that may be mistaken as similar, are not used by third parties.

Section III

III.1. As compensation for the rights assigned with this Agreement and also for the consulting activities set forth in Section II.3 above, the Principal shall pay the Designer an overall royalty of 3% (three percent) of the annual turnover resulting from the sales through the SLAMP distribution network, excluding direct sales to the so-called "large-scale distributors", promotional clients and direct sales, for which the overall royalty shall be 1.5% (one point five percent) of the annual turnover.

III.2. The Principal shall reimburse the Designer for any extra expenses sustained for trips and accommodations required to complete the project and the prototypes.

III.3. The Parties declare that turnover means the price actually collected by the Principal against the industrial and commercial exploitation of the Products, less the Value Added Tax (VAT), packaging and transport expenses, discounts actually granted and documented, and also any merchandise returned following the failed sale thereof or for different reasons.

III.4. The Principal shall send the Designer a quarterly statement of the turnover achieved to that date resulting from marketing the Products, combined with the calculation of the royalties matured.

III.5. On the basis of the aforementioned statement, the Designer shall send the Principal the relative invoice/receipt drawn up in compliance with the fiscal legislation applicable each time, which shall be settled by the Principal within 30 (thirty) days from the receipt thereof.

Section IV

IV.1. This Agreement shall be effective starting from the date it is entered into and shall have a duration for the whole period during which the Products are manufactured and marketed.

IV.2. The Principal shall reserve the unquestionable right to cease manufacturing and marketing the Products without this constituting the acknowledgement of any right or actions for the Designer, who to this end may lay no claim towards the Principal either by way of compensation for early termination of the relations or for any other reason, renouncing from now on in an explicit and unconditioned manner thereto.

IV.3. In such a hypothesis, the Principal shall inform the Designer in writing of its unilateral decision to terminate this Agreement and once the stock in the warehouse and the orders received prior to such notice date have been used up, the Principal shall cease any manufacturing, marketing and advertising activity relating to the Products and to the name of the Designer himself.

IV.4. Once the term of six months from the termination of relations has passed, the Designer shall acquire the right of exclusive use of the project and may request (in writing) the Principal transfer to him the complete and exclusive ownership of any applications and patents registered and/or obtained for all countries of interest. The costs sustained for the transfer shall be at the expense of the Designer. Likewise, the Designer shall sustain the expenses for continuing and maintaining the applications and/or patents, starting from the termination of this Agreement.

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The Principal shall have the right to decide whether or not to continue or abandon applications and/or patents for those countries for which the Designer is not interested in the transcription of the rights.


Section V

V.1. This Agreement is stipulated between the Parties in Italy and accordingly shall be regulated exclusively by Italian Law.

V.2. Any dispute concerning the interpretation, validity and execution of this Agreement that may not be amicably settled by the Parties shall be submitted to the exclusive cognizance and decision of the Court of Rome.

For all intents and purposes and as set forth in Sections 1341 and 1342 of the [Italian] Civil Code, the Parties explicitly declare to have carefully examined the complete contents of this Agreement and in particular, sections IV and relative sub-paragraphs concerning the duration of the Agreement and the right to termination of the Principal; V. and relative sub-paragraphs relative to the application of Italian Law and the appointment of the place of jurisdiction, and to wholly approve the contents hereof.

Read, confirmed and signed this 5th day of April, 2016, in Pomezia (RM).


SLAMP S.p.A.


(designer)

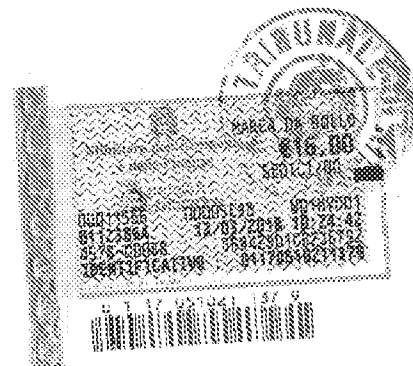
Instructions pursuant to [Italian] Law No. 196/2003, as amended.

The information in this Agreement is to be considered strictly confidential. The use thereof is solely allowed by the addressees indicated above. Withholding, disclosing, also in part, distributing to other subjects, or copying information constitutes conduct that is contrary to the principles dictated by Law No. 196/2003.

The undersigned are aware of the above.


SLAMP S.p.A.


(Designer)

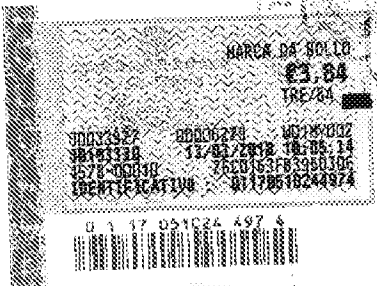
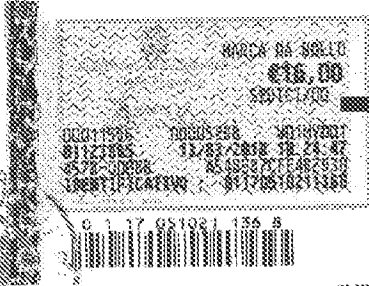




Ministero della Giustizia
Ufficio del Giudice di Pace

UFFICIO DEL GIUDICE DI PACE DI RIMINI

Via Carlo Alberto Dalla Chiesa, 11 - Rimini



CRON. 67/18

VERBALE DI GIURAMENTO

L'Anno 2018 del Mese di MAGGIO il giorno 22 nella sede

dell'intestato Ufficio, avanti al Direttore di Cancelleria, è personalmente comparso/a
Sig. MARTINA MARINELLI

nato/a: PESARO il 11/07/1986

residente VIA ANDREACOSTA, 8 - 61122 PESARO identificata a mezzo

C.I. n° AS5729778 - COMUNE DI PESARO

_____ , il quale chiede di asseverare con giuramento la suesposta

...TRADUZIONE

Allo stesso, previa ammonizione di legge, viene deferito il giuramento di rito, che Ella presta pronunciando la formula: "Giuro di avere bene e fedelmente adempiuto alle operazioni affidatemi, al solo scopo di far conoscere ai giudici la verità".

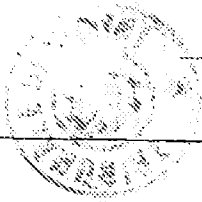
Letto, confermato e sottoscritto.

Il Cancelliere

[Handwritten signature]
Dalla Fabbrini

IL PERITO

[Handwritten signature: Martina Marinelli]



PATENT

REEL: 047275 FRAME: 0552

N. 448

PROCURA DELLA REPUBBLICA DI RIMINI

APOSTILLE

(Convention de la Haye du 5 OTT 1961)

ITALIA

Il presente atto pubblico è stato

trascritto da PIER PAOLA FABBRİ

agente in qualità di FUNZIONARIO GIUDIZIARIO

è segnato dal timbro di TRIBUNALE DI RIMINI



ATTESTATO

Rimini li 23/05/2018

Il Sost. Procuratore della Repubblica
(Dr. Paolo Cingolani)