

**Patent Sale and
Assignment Agreement**

BETWEEN:

STEINBEIS PACKAGING SA

AND

STEINBEIS IBL GMBH

**PATENT SALE AND
ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement ("Agreement") by and between Steinbeis Packaging SA, located at Val d'Atur, 24759 Trélissac Cédex, France ("Steinbeis France") and Steinbeis Packaging IBL GmbH ("IBL").

WITNESSETH THAT

WHEREAS, Steinbeis France owns certain rights in the inventions and improvements described in the patents and patent applications identified in Schedule A hereto (hereinafter the "Patents" or "Patent Applications" as the context suggests);

WHEREAS, Steinbeis France desires to assign, transfer and set over to IBL all of Steinbeis France's right, title and interest in and to the Patents and Patent Applications listed in Schedule A, and IBL desires to acquire all of Steinbeis France's right, title and interest in and to the Patents and Patent Applications listed in Schedule A.

NOW, THEREFORE, in consideration of the mutual premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Steinbeis France and IBL intending to be legally bound hereby agree as follows:

1. Except for words and terms that may be specifically defined in this Agreement, the words or terms used herein shall have the meanings set forth in the Commercial Agreement or the Master Agreement.
2. Steinbeis France hereby sells, assigns, transfers and sets over unto IBL Steinbeis France's entire right, title and interest in and to the Patents and Patent Applications identified in Schedule A hereto, any and all future choses in action and causes of action related to the Patents and Patent Applications, the Patents and Patent Applications to be held and enjoyed by IBL for its own use and on its own behalf, and to inure to the benefit of IBL, its successors and assigns, for the full extent of the terms of the Patents and Patent Applications and any renewals or extensions thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by Steinbeis France had this Agreement not been executed and such assignment, sale and transfer not been made.
3. The purchase price for the Patents and Patent Applications shall be USD 1,250,000 – it shall be paid with two days after execution of this agreement. The selling price payment is sales-tax-free. The VAT-No for Steinbeis France is FR 4b 571 980 267, the VAT-No for IBL is DE 131198393.
4. Upon request, Steinbeis France further agrees to execute such additional documents as may be required to effect the assignment set forth herein and to have the owner of record of the Patents and Patents Applications changed.

5. The Patents sold, assigned, transferred and set over unto IBL under this Agreement include those Patents identified in Schedule A hereto and any and all reissued and reexamined patents that are based on the Patents identified in Schedule A.

6. The Patent Applications sold, assigned, transferred and set over unto IBL under this Agreement include those Patent Applications identified in Schedule A hereto and any and all divisional, continuation, continuation in part, and any other patent applications based on the inventions and improvements disclosed therein.

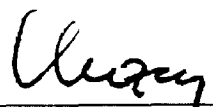
7. By this Agreement, Steinbeis France intends to and does in fact sell, assign, transfer and set over unto IBL their entire interest in the Patents and Patent Applications and retains no interest in such Patents and Patent Applications whatsoever.

8. The validity, performance, construction and effect of this Agreement shall be governed by the laws of Germany without regard to the German principles of conflict of laws.

9. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement. IBL agrees to take such action as is necessary to consummate this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

STEINBEIS PACKAGING SA

By: 
Name: Martin Kuzaj
Title: President Directeur Generale

STEINBEIS IBL GMBH

By: 
Name: Stephan Schneider
Title: CEO

By: 
Name: Dirk Streiber
Title: Power of attorney

Date: 03.11.2000

Date: 03.11.2000

SCHEDULE A**PATENTS**

Country	Patent No.	Title	Issue Date
United States	5,292,566	Battery Label With Non-Shrinkable Top Layer	March 8, 1994
United States	5,952,122	Battery Label With Primer Layer	September 14, 1999
United States	5,925,480	Thermochromic Battery Tester	July 20, 1999
United States	6,048,572	Method and Apparatus For Making Thermochromic Battery Tester	April 11, 2000

PENDING PATENT APPLICATIONS

Country	Patent Application No.	Title	Filing Date
Australia	9746698	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997
Australia	9746599	Thermochromic Battery Tester	September 26, 1997
Australia	9746613	Enclosure Assembly for Dry Cells	September 26, 1997
Canada	2,238,485	Thermochromic Battery Tester	September 26, 1997
Canada	2,238,470	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997
China	97191569	Thermochromic Battery Tester	September 26, 1997
China	97191559.8	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997

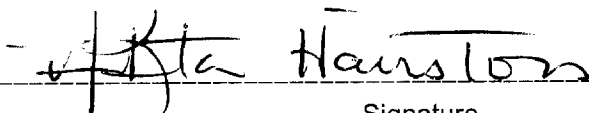
Europe	97945381.8	Thermochromic Battery Tester	September 26, 1997
Europe	97945519.3	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997
Hong Kong	99103347.6	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 3, 1999
Singapore	9804133-8	Thermochromic Battery Tester	September 26, 1997
Singapore	9803498-6	Apparatus and Method for Assembling Thin Film Electrochromic Cells	October 1, 1997
United States of America	08/721,111	Enclosure Assembly for Dry Cells	September 26, 1996
United States of America	09/136,951	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 20, 1998
United States of America	09/136,952	Apparatus and Method for Assembling Thin Film Electrochromic Cells	August 20, 1998

Certificate of Mailing under 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

**Assistant Commissioner for Patents
Washington, D.C. 20231**

April 18, 2001
on _____
Date



Signature

Nikita Hairston

Typed or printed name of person of signing Certificate

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

Burden Hour Statement: This form is estimated to take 0.03 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U. S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.