

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Checkpoint Systems, Inc.	12/22/2005

RECEIVING PARTY DATA

Name:	Sato Labeling Solutions America, Inc.
Street Address:	1140 Windham Parkway
City:	Romeoville
State/Country:	ILLINOIS
Postal Code:	60446

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	09299919
Patent Number:	4724034
Patent Number:	4744295
Patent Number:	4809603
Patent Number:	4985110
Patent Number:	5258090
Patent Number:	5453311
Patent Number:	5639340
Patent Number:	6237664
Patent Number:	6857360
Patent Number:	6327972

CORRESPONDENCE DATA

Fax Number: (610)640-1965

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 610-640-5800

PATENT

REEL: 017833 FRAME: 0900

500119407

CH \$440.00 09299919

Email:	ipdocketing@stradley.com
Correspondent Name:	Kevin W. Goldstein
Address Line 1:	30 Valley Stream Parkway
Address Line 4:	Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	109775-0000
-------------------------	-------------

NAME OF SUBMITTER:	Kevin W. Goldstein
--------------------	--------------------

**Total Attachments: 8**

source=Executed APA-Amdmnt#page1.tif

source=Executed APA-Amdmnt#page2.tif

source=Executed APA-Amdmnt#page3.tif

source=Executed APA-Amdmnt#page4.tif

source=Executed APA-Amdmnt#page5.tif

source=Executed APA-Amdmnt#page6.tif

source=Executed APA-Amdmnt#page7.tif

source=Executed APA-Amdmnt#page8.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") dated December 22, 2005 is by and among Sato International Pte. Ltd., an entity organized under the laws of the Republic of Singapore (and, as applicable, together with any assignees or designees, jointly and severally "**Buyer**"), and Checkpoint Systems, Inc., a Pennsylvania corporation ("**Seller**").

RECITALS

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Acquired Business (as defined below) as a going concern.

The parties, in consideration of the foregoing premises and the following agreed upon terms and conditions, intending to be legally bound, agree as follows:

1. **DEFINITIONS AND USAGE**

1.1 **DEFINITIONS**

**"Accounts Receivable"** - the accounts receivable reflected on Final Statement of Net Operating Assets (as defined below in Section 2.3(e)), consisting of the trade accounts receivable and other rights to payment from customers of Acquired Business and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Acquired Business.

**"Acquired Assets"** - as defined in Section 2.1.

**"Acquired Business"** - means the design, manufacture and/or sales of: (i) with respect to North America, label converting for laser printers, horticultural identification labeling solutions, (ii) with respect to the United States of America, laser solutions/printers, thermal solutions/printers, hand-held labeling solutions and the "Turn-O-Matic" ticket dispensing systems, (iii) with respect to Europe, laser solutions/printers, thermal barcode printers and associated thermal hardware (including track and trace devices) and consumables (including stock/customized labels, tags and tickets for retail, manufacturing, logistics, industrial and horticultural applications); and (iv) with respect to the Asia Pacific region, thermal solutions/printers, custom labels to the courier industry, prime labels to the foodservice industry, white labels, and other specialized thermal barcode printing applications; provided, however, that the Acquired Business shall not include any labels or labels solutions that incorporate EAS, EM, RF or RFID technology and Service Bureau Products. The definition of Acquired Business shall not include the business of Checkpoint Meto Benelux B.V., Kimball Systems B.V. and Checkpoint Systems France, S.A. with respect to which the Parties intend to enter into a separate, but similar agreement (as far as possible under Dutch and French law) after the necessary consultation procedures with the workers' representation has

JAN-09-2006 09:40

CGR LLC

Jan 9 2006 10:21

312 552 9002

P.02

DEC-21-05 10:58AM FROM-CHECKPOINT FINANCE DEPT

856-848-2042

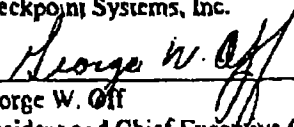
Y-370 P 03/03 F-745

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

**Buyer:** Sato International PTE, Ltd.

By: \_\_\_\_\_  
Name: Toshihiro Waki  
Title: Managing Director

**Seller:** Checkpoint Systems, Inc.

By:   
Name: George W. Off  
Title: President and Chief Executive Officer

2452705 v. 1

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

**Buyer:**

Sato International Pte. Ltd.

By:

Name:

Title:

  
Toshihiro Waki  
Managing Director**Seller:**

Checkpoint Systems, Inc.

By:

Name:

Title:

  
George W. Off  
President and Chief Executive Officer

## AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT ("Amendment") is made this 29<sup>th</sup> day of January, 2006, by and between Sato International Pte. Ltd., an entity organized under the laws of the Republic of Singapore (the "Buyer"), and Checkpoint Systems, Inc., a Pennsylvania corporation (the "Seller").

This Amendment sets forth the agreed upon amendments and modifications to the Asset Purchase Agreement dated December 22, 2005 by and between the Seller and the Buyer ("Asset Purchase Agreement").

A. **Amendments.** The Asset Purchase Agreement is hereby amended as follows:

1. The second and last sentence of the definition of "Acquired Business" is hereby amended and restated in its entirety to read as follows:

"Acquired Business" – means the design, manufacture and/or sales of: (i) with respect to North America, laser solutions/printers, thermal solutions/printers and horticultural identification labeling solutions/printers, (ii) the United States of America, Central America (through distribution channels) and South America (through distribution channels), hand-held labeling solutions and the "Turn-O-Matic" ticket dispensing systems, (iii) with respect to Europe, laser solutions/printers, thermal barcode printers and associated thermal hardware (including track and trace devices) and consumables (including stock/customized labels, tags and tickets for retail, manufacturing, logistics, industrial and horticultural applications), and (iv) with respect to the Asia Pacific region, thermal solutions/printers, custom labels to the courier industry, prime labels to the foodservice industry, white labels, and other specialized thermal barcode printing applications; provided, however, that the Acquired Business shall not include: (i) any labels or labels solutions that incorporate EAS, EM, and RF technology and Service Bureau Products and (ii) the business of Checkpoint Systems Hong Kong and its subsidiaries."

2. The definition of "Transferable Employees" is deleted and the references in Section 3.16(a) and 10.1(b)(iv) to "Transferable Employees" is deemed to mean "Transferred Employees."

3. The third sentence of Section 2.3(b) is hereby amended and restated in its entirety to read as follows:

"Not later than 5:00 p.m. eastern United States standard time on the day immediately preceding the Closing Date, the Seller shall deliver to Buyer an internally prepared, un-audited, balance sheet as of the Closing Date and a statement of estimated Net Operating Assets as of December 25, 2005 ("Statement of Estimated Net Operating Assets"), prepared in a manner

8. The parties acknowledge and agree that with respect to the leased computers used by the Transferred Employees in Spain, the lessor of such computers has refused assignment of the computer leases to Sato and, therefore, the parties have agreed that Checkpoint will: (i) purchase such computers, (ii) transfer them to Sato as part of the updated schedules to the Asset Purchase Agreement and (iii) include the buy-out amount for the computers on the Final Statement of Net Operating Assets as an asset.

9. Sato agrees to grant Checkpoint a non-exclusive, fully paid-up, royalty free, world-wide, nontransferable, irrevocable, non-terminable right and license in connection with enforcement rights in the intellectual property set forth on Schedule D and Schedule E, each attached hereto.


C. Effect of Amendment. Except as set forth in this Amendment, the Asset Purchase Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Asset Purchase Agreement or in any instrument, document or consideration executed or delivered pursuant to the Asset Purchase Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Asset Purchase Agreement, as amended by this Amendment.

D. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

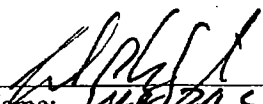
E. Governing Law/Counterparts. This Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this  
Amendment as of the day and year first above written.

Sato International Pte. Ltd.

By:   
Name: Toshikazu Waki  
Title: Managing Director

Checkpoint Systems, Inc.

By:   
Name: Semi-Vic Phu + Le  
Title: Semi-Vic Phu + Le



**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
TURN-O-MATIC	8-Sep-64	US 776,575
TURN-O-MATIC Logo	31-Jan-89	US 1,522,396
Turn-O-Matic TICKET Logo	15-Jun-93	US 1,777,495
Turn-O-Matic TICKET Logo	24-Aug-93	US 1,789,247
PRIMARK	10-Oct-72	US 944,599

**Schedule E**

**Patents**

<b>U.S. Patent Title</b>	<b>Inventors</b>	<b>Issue Date</b>	<b>U.S. Patent No.</b>
Labeling device	Becker, Werner	9-Feb-88	US 4,724,034
Setting mechanism for endless band printing device	Volk, Heinrich	17-May-88	US 4,744,295
Setting mechanism for selective printing member	Volk, Heinrich et al.	7-Mar-89	US 4,809,603
Hand Held Portable Labeling Device	Becker, Werner	02-Nov-93	US 5,258,090
Hand-Held Label Printer With Currency Conversion	Konig, Theo	<b>28-Apr-99</b>	<b>US 09/299,919</b>
Labeller	Becker, Werner	29-May-01	US 6,237,664
Labelling Apparatus	Becker, Werner	15-Jan-91	US 4,985,110
Portable Hand-Held Labelling And Marking Device And Printing Mechanism Therefore	Volk, Heinrich	17-Jun-97	US 5,639,340
Printer With Type-Bearing Printing Bands	Heckmann, Rainer	22-Feb-05	US 6,857,360
Ticket Dispenser	Svensson, Kjell	26-Sep-95	US 5,453,311