

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SICPA Holding S.A.	09/08/2005
RECEIVING PARTY DATA	
Name:	NV SICPA Benelux S.A.
Street Address:	Rijksweg 10
City:	Bornem
State/Country:	BELGIUM
Postal Code:	2880
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6642343
Application Number:	10382465
Application Number:	10511349
CORRESPONDENCE DATA	
Fax Number:	(301)589-8885
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-589-8900
Email:	robyn@shomat.com
Correspondent Name:	Charles W. Fallow
Address Line 1:	10 Post Office Road
Address Line 2:	Suite 100
Address Line 4:	Silver Spring, MARYLAND 20910
ATTORNEY DOCKET NUMBER:	5096, 5273, 5510
NAME OF SUBMITTER:	Charles W. Fallow
Total Attachments: 13	

CH \$120.00 6642343

500126427

PATENT
REEL: 017931 FRAME: 0678

source=holdingbeneluxassmt#page1.tif
source=holdingbeneluxassmt#page2.tif
source=holdingbeneluxassmt#page3.tif
source=holdingbeneluxassmt#page4.tif
source=holdingbeneluxassmt#page5.tif
source=holdingbeneluxassmt#page6.tif
source=holdingbeneluxassmt#page7.tif
source=holdingbeneluxassmt#page8.tif
source=holdingbeneluxassmt#page9.tif
source=holdingbeneluxassmt#page10.tif
source=holdingbeneluxassmt#page11.tif
source=holdingbeneluxassmt#page12.tif
source=holdingbeneluxassmt#page13.tif

8 September 2005

SICPA HOLDING S.A.

NV SICPA BENELUX S.A.

DEED OF ASSIGNMENT OF PATENTS



FRESHFIELDS BRUCKHAUS DERINGER

PATENT
REEL: 017931 FRAME: 0680

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION.....	1
2. ASSIGNMENT.....	2
3. FURTHER ASSURANCE.....	2
4. WAIVERS	2
5. AMENDMENT.....	2
6. ENTIRE AGREEMENT.....	3
7. GOVERNING LAW AND JURISDICTION.....	3
8. COUNTERPARTS	3
SCHEDULE 1 PATENTS	5

DEED OF ASSIGNMENT OF PATENTS made on 8 September 2005

BETWEEN

- (1) SICPA HOLDING S.A. a company incorporated under the laws of Switzerland whose registered office is at 41 Avenue Florissant, CH-1008 Prilly, Switzerland (the *Assignor*); and
- (2) NV SICPA Benelux S.A., a company incorporated under the laws of Belgium, whose registered office is at Rijksweg 10, 2880 Bornem (the *Assignee*).

WHEREAS

- (A) The Assignor is the owner of the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee, on the terms and conditions set out in this Deed of Assignment. This Deed of Assignment is entered into pursuant to the Sale and Purchase Agreement (as defined below).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed of Assignment capitalised terms shall have the meanings given to those terms in the Sale and Purchase Agreement, except for the following terms which shall have the following meanings:

Application means the applications for registration of a patent set out in Schedule 1 ;

Inventions means the inventions disclosed in the Patents;

Patents means the patents and applications for registration of a patent set out in Schedule 1;

Sale and Purchase Agreement means the sale and purchase agreement dated between, amongst others, the Assignor and the Assignee.

1.2 In this Deed of Assignment, unless the context otherwise requires:

- (a) references to *persons* include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and do not affect the construction of this Deed of Assignment;
- (c) references to one gender include all genders; and
- (d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

1.3 The Schedule comprises a schedule to this Deed of Assignment and forms part of this Deed of Assignment.

2. ASSIGNMENT

The Assignor hereby assigns to the Assignee and the Assignee accepts all the Assignor's right, title and interest in and to the Patents including without limitation:

- (a) the benefit of all priority dates;
- (b) the right to seek and obtain registrations in respect of the Inventions in other countries;
- (c) the entitlement to any patents granted pursuant to any of the Applications; and
- (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of the Patents or of the rights conferred by publication of the Applications.

3. FURTHER ASSURANCE

3.1 The Assignor shall perform all further acts and things, and execute and deliver all further documents, required by law or that are reasonably requested by the Assignee for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed of Assignment. The Assignor and Assignee shall bear any costs incurred under this Clause 3.1 equally.

3.2 The Assignor's obligations in Clause 3.1 shall include executing as soon as reasonably practicable any deeds, agreements or other documents required by the Assignee to effect registration or recordal of the assignment of any of the Patents in any jurisdiction.

4. WAIVERS

No failure or delay by either party in exercising any right or remedy provided by law or under or pursuant to this Deed of Assignment shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

5. AMENDMENT

5.1 No variation of this Deed of Assignment shall be valid unless it is in writing and signed by or on behalf of both parties.

5.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed of Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed of Assignment which have already accrued up to the date of variation, and the rights and obligations of the parties under or

pursuant to this Deed of Assignment shall remain in full force and effect, except and only to the extent that they are so varied.

6. ENTIRE AGREEMENT

6.1 This Deed of Assignment set out the entire agreement and understanding between the parties in respect of the subject matter of this Deed of Assignment. It is agreed that:

- (a) neither party has entered into this Deed of Assignment in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed of Assignment;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed of Assignment;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

7. GOVERNING LAW AND JURISDICTION

7.1 This Deed of Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

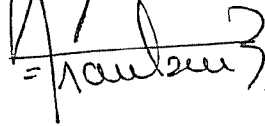
7.2 Each of the parties agrees that the courts of England will have non-exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed of Assignment or otherwise arising in connection with this Deed of Assignment and for those purposes irrevocably submits to the jurisdiction of the English courts.

8. COUNTERPARTS

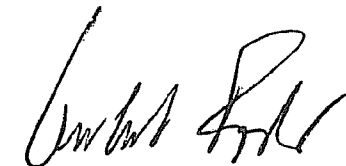
This Deed of Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Deed of Assignment has been executed as a deed and delivered by the authorised representatives of the parties on the day and year first written above.

EXECUTED as a DEED and
DELIVERED on behalf of
SICPA HOLDING S.A.
a company incorporated in
Switzerland by JAN SEHER
and ERNESTO TRAUSEN
being persons who,
in accordance with the laws of that
territory, are acting under the
authority of SICPA HOLDING S.A.

EXECUTED as a DEED and
DELIVERED on behalf of
NV SICPA BENELUX S.A.
a company incorporated in
Belgium by Herbert Forker
and Oliver Wittmann
being persons who,
in accordance with the laws of that
territory, are acting under the
authority of NV SICPA BENELUX S.A.




SCHEDULE 1

PATENTS

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC051AT	Polyurethane resin	01102492.4- 2102	E 238 395 23.04.2003
PSIC051AU	Polyurethane resin	2002231758	2002231758 03.02.2005
PSIC051BE	Polyurethane resin	01102492.4- 2102	1 229 090 23.04.2003
PSIC051BR	Polyurethane resin	PI0206880-0	
PSIC051CA	Polyurethane resin	2,433,004	26.01.2002
PSIC051CH	Polyurethane resin	01102492.4- 2102	1 229 090 23.04.2003
PSIC051CN	Polyurethane resin	02804593.9	
PSIC051DE	Polyurethane resin	01102492.4	601 00 208.3-08 23.04.2003
PSIC051DK	Polyurethane resin	01102492.4- 2102	1 229 090 23.04.2003
PSIC051EP	Polyurethane resin	01102492.4- 2102	1 229 090 23.04.2003
PSIC051ES	Polyurethane resin	01102492.4- 2102	2198375 23.04.2003
PSIC051FI	Polyurethane resin	01102492.4- 2102	1 229 090 23.04.2003
PSIC051FR	Polyurethane resin	01102492.4	1 229 090 23.04.2003

LCLC1343129 (079910-0012)

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC051GB	Polyurethane resin	01102492.4- 2102 05.02.2001	1 229 090 03 23.04.20
PSIC051GR	Polyurethane resin	01102492.4- 2102 05.02.2001	2198375 03 23.04.20
PSIC051HK	Polyurethane resin	04106102.8 26.01.2002	
PSIC051ID	Polyurethane resin	W- 26.01.2002	
PSIC051IN	Polyurethane resin	00200301519	
PSIC051IN-DIV	Polyurethane resin	1192/CHENP 26.01.2002	
PSIC051IT	Polyurethane resin	1192/CHENP 26.01.2002	
PSIC051MX	Polyurethane resin	01102492.4- 2102 05.02.2001	1 229 090 03 23.04.20
PSIC051NL	Polyurethane resin	PA/a/2003/00 6947 26.01.2002	
PSIC051PL	Polyurethane resin	01102492.4- 2102 05.02.2001	1 229 090 03 23.04.20
PSIC051RU	Polyurethane resin	P-362521 26.01.2002	
PSIC051SE	Polyurethane resin	2003127026 26.01.2002	
PSIC051TR	Polyurethane resin	01102492.4- 2102 05.02.2001	1 229 090 03 23.04.20
PSIC051UA	Polyurethane resin	01102492.4- 2102 05.02.2001	TR 2003 00794 03 23.04.20
PSIC051US	Polyurethane Resin	2003065667 26.01.2002	
PSIC051WO	Polyurethane resin	10/060,331 01.02.2002	6 642 343 03 04.11.20
		PCT/EP02/00 26.01.2002	

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC051ZA	03994	813 2003/5989	2003/5989
PSIC062AT	03994	26.01.2002	24.11.2004
PSIC062BE	03994	02009425.6-2115	E 287.422
PSIC062CH	03994	02009425.6-2115	19.01.2005
PSIC062DE	03994	02009425.6-2115	19.01.2005
PSIC062DK	03994	02009425.6-2115	19.01.2005
PSIC062EP	03994	02009425.6-2115	19.01.2005
PSIC062ES	03994	02009425.6-2115	19.01.2005
PSIC062FI	03994	02009425.6-2115	19.01.2005
PSIC062FR	03994	02009425.6-2115	19.01.2005
PSIC062GB	03994	02009425.6-2115	19.01.2005
PSIC062GR	03994	02009425.6-2115	19.01.2005
PSIC062IE	03994	02009425.6-2115	19.01.2005
PSIC062IT	03994	02009425.6-2115	19.01.2005

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC062NL	03994	2115 02009425.6- 25.04.2002	05 1 357 141 19.01.20
PSIC062PT	03994	2115 02009425.6- 25.04.2002	05 1 357 141 19.01.20
PSIC062SE	03994	2115 02009425.6- 25.04.2002	05 1 357 141 19.01.20
PSIC062TR	03994	2115 02009425.6- 25.04.2002	05 1 357 141 19.01.20
PSIC062US	03994	10/382 465 06.03.2003	
PSIC064AT	03994	02009427.2- 25.04.2002	E 286.087 29.12.20
PSIC064AU	03994	2115 2003229723 22.04.2003	04
PSIC064BE	03994	02009427.2- 25.04.2002	1 361 236 29.12.20
PSIC064BR	03994	2115 PI0309465-0 22.04.2003	04
PSIC064CA	03994	2,483,154 22.04.2003	
PSIC064CH	03994	02009427.2- 25.04.2002	1 361 236 29.12.20
PSIC064CN	03994	2115 03809203.4 22.04.2003	04
PSIC064DE	03994	02009427.2- 25.04.2002	60202442.0-08 29.12.20
PSIC064DK	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064EP	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064EP2	03994	03722538.0 22.04.2003	
PSIC064ES	03994	02009427.2- 25.04.2002	1 361 236 29.12.20

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC064FI	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064FR	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064GB	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064GR	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064IE	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064IN	03994	2115 2393/CHENP /2004	04 1 361 236 29.12.20
PSIC064IT	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064JP	03994	2115 2003-587861 22.04.2003	04 1 361 236 29.12.20
PSIC064KR	03994	2115 10-2004- 7016884	04 1 361 236 29.12.20
PSIC064MX	03994	2115 PA/a/2004/01 22.04.2003	04 1 361 236 29.12.20
PSIC064NL	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064PT	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064RU	03994	2115 2004134359 22.04.2003	04 1 361 236 29.12.20
PSIC064SE	03994	2115 02009427.2- 25.04.2002	04 1 361 236 29.12.20
PSIC064US	03994	2115 10/511349 22.04.2003	04 1 361 236 29.12.20

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC064WO	OVS	PCT/EP03/04 22.04.2003 242	
PSIC069EP	Shrink Sleeves	03015170.8 04.07.2003	
PSIC069MY	Shrink Sleeves	PI 20042659 02.07.2004	
PSIC069TH	Shrink Sleeves	092061 02.07.2004	
PSIC069WO	Shrink Sleeves	PCT/EP2004/ 29.06.2004 007029	
PSIC078EP	Die printing ink	03028883.1 16.12.2003	
PSIC078WO	Die printing ink	PCT/EP2004/ 18.11.2004 013060	
PSIC080EP	White ink	03015880.2 11.07.2003	
PSIC080WO	White ink	PCT/EP2004/ 03.07.2004 007286	
PSIC081EP	Color ink	03015873.7 11.07.2003	
PSIC081WO	Color ink	PCT/EP2004/ 03.07.2004 007285	
PSIC081EP	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081BE	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081CH	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081DE	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081DK	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081ES	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081FI	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081FR	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081GB	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081IT	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081NL	Color ink	03015873.7 11.07.2003	1 496 071
PSIC081SE	Color ink	03015873.7 11.07.2003	1 496 071

14/09/05

Hepp ref.	Keyword	Application number/date	Registration number/ date
PSIC081TR	Color ink	03015873.7 11.07.2003	1 496 071