# 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. | 07/26/2007     |

## RECEIVING PARTY DATA

| Name:             | NOMA Holding S.A.     |
|-------------------|-----------------------|
| Street Address:   | Domaine de Bougy      |
| Internal Address: | c/o Mr. Philippe Amon |
| City:             | Aubonne               |
| State/Country:    | SWITZERLAND           |
| Postal Code:      | 1170                  |

## PROPERTY NUMBERS Total: 27

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 5876837 |
| Patent Number: | 6160046 |
| Patent Number: | 6200628 |
| Patent Number: | 6306929 |
| Patent Number: | 6472455 |
| Patent Number: | 6521036 |
| Patent Number: | 6673420 |
| Patent Number: | 6613137 |
| Patent Number: | 6695905 |
| Patent Number: | 6793720 |
| Patent Number: | 6875522 |
| Patent Number: | 7381758 |
| Patent Number: | 6926764 |
| Patent Number: | 6787583 |
|                | DATENT  |

PATENT

REEL: 025765 FRAME: 0421

| Patent Number:      | 7691468  |
|---------------------|----------|
| Patent Number:      | 7794620  |
| Application Number: | 10528264 |
| Application Number: | 11721078 |
| Application Number: | 11912348 |
| Application Number: | 11917945 |
| Application Number: | 12093982 |
| Application Number: | 12300469 |
| Application Number: | 12304546 |
| Application Number: | 12305712 |
| Application Number: | 12484528 |
| Application Number: | 12533502 |
| Application Number: | 12870473 |

## **CORRESPONDENCE DATA**

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

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Email: robyn@shomat.com

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Address Line 2: Suite 100

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ATTORNEY DOCKET NUMBER: 10-0166

NAME OF SUBMITTER: Charles W. Fallow

**Total Attachments: 3** 

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> PATENT REEL: 025765 FRAME: 0422

# Intellectual Property Transfer Agreement

This Intellectual Property Transfer Agreement (the "Agreement") is made on July 26, 2007 by and between SICPA Holding S.A., a company incorporated in Switzerland and having its registered office at 41 avenue de Florissant, 1008 Prilly, Switzerland ("SICPA") and NOMA Holding S.A., a company incorporated in Switzerland and having its registered office at Domaine de Bougy, c/o Mr. Philippe Amon, 1170 Aubonne, Switzerland (the "Company"). Each of SICPA and the Company to be referred to individually as a "Party" and collectively, when the context so permits, as the "Parties".

#### WHEREAS

- A. SICPA is the sole beneficial and economic owner of all the Intellectual Property of the Sicpa Group worldwide, including without limitation the Intellectual Property rights owned by, and/or registered or recorded in the name of, the Affiliates (as such terms are defined below);
- B. SICPA (acting in its own name and for its own account and in the name and on behalf of its Affiliates) has agreed to sell and transfer all of its (and all of its Affiliates') right, title and interest in and to the Intellectual Property (as defined below) to the Company; and
- C. The Company has agreed to purchase and accept the same against payment of the Consideration (as defined below).

#### NOW, IT IS AGREED as follows:

### 1. DEFINITIONS AND INTERPRETATIONS.

In this Agreement the following terms have the following meanings:

"Affiliate" means any entity or a person (past and present), which is controlled by, controls or is under common control of SICPA. For this purpose, "control" means that a person or an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person or entity, whether through the ownership of voting shares, by contract or otherwise.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in Lausanne, Switzerland.

"Completion" means the completion of the transfer of the Intellectual Property hereunder in accordance with Section 3.

"Consideration" has the meaning given to it in Section 2.2.

"intellectual Property" means all patents, registered designs and applications thereof and the right to apply thereon, copyright, unregistered design rights, topography rights, database rights, rights in

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know-how, rights in inventions, trademarks (whether registered, pending or unregistered), brand names, domain names and all and any similar industrial or intellectual property rights by whatever name called which, upon the execution of this Agreement, arise in any country in the world and are owned by SICPA or any of its Affiliates. A list of the Intellectual Property shall be provided to the Company in accordance with the terms and conditions set forth in Section 3.2 (b) (ii) below.

"Third Party" means any person or entity other than the Parties.

"Transfer Date" means the date of execution of this Agreement.

#### 2. THE TRANSFER

- 2.1 Effective as of the Transfer Date, SICPA hereby sells and transfers to the Company, its successors and assigns, and the Company hereby purchases, all of SICPA's right, title and interest and all of the Affiliates' right, title and interest in and to the Intellectual Property and the registration thereof without limitation, the right to any renewals and extensions that may be granted thereon, the rights to apply for protection in any country including the benefit of priority dates, the right to prosecute any applications therefor, together with the goodwill of the business with which the Intellectual Property is used, and the entire right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, together with the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property rights sold under this Agreement.
- 2.2 The Consideration for the sale and transfer provided for in Section 2.1 shall be the sum set forth in Schedule 1 to this Agreement. The payment date for all or part of the Consideration and all other payment related issues, which shall be on arm's length terms, shall be further specified in a separate agreement between the Parties.
- 2.3 The Parties assume that the liability pursuant to the Swiss Value Added Tax ("VAT") can be fulfilled by the reporting procedure as stated in Article 47 para. 3 of the Swiss VAT Act. SICPA undertakes to duly file a declaration of the transaction with the Swiss Federal Tax Authority in writing within 30 days as of the Transfer Date, i.e. to complete and file form 764 of the Swiss federal tax authorities including any necessary annexes and to timely fulfil any further actions necessary or useful in connection with the foregoing. SICPA may not charge VAT to the Company provided that the reporting procedure applies. Should the Federal Tax Authority not apply the reporting procedure, SICPA has the right to charge the VAT to the Company at the tax rate applicable at the invoice date. In that case, SICPA has the obligation to issue an invoice including all requirements in compliance with Article 37 of the Swiss VAT Act. The Company is obliged to pay the VAT within 30 days from receipt of the invoice.

PATENT REEL: 025765 FRAME: 0424 IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of the Parties the day and year first above written.

SICPA Holding S.A. (acting in its own name and for its own account and in the name and on behalf of its Affiliates)

By: A. DOSLE

Title: CFO

BY: P. LUTHY ESTINGER

NOMA Holding S.A.

By: Title:

By: Title:

G. VENTURE

**PATENT** 

REEL: 025765 FRAME: 0425

**RECORDED: 12/22/2010**