

03/08/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

3-8-11



103619417

To the Director of the U S Patent and

record the attached documents or the new address(es) below

1. Name of conveying party(ies)

CTS TECHNOLOGIES AG

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) OCTOBER 20, 2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name SKR LAGER 103 AB

Internal Address: _____

Street Address P.O. BOX 3343

City STOCKHOLM

State: _____

Country: SWEDEN

Zip SE-103 67

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No (s)

☐ This document is being filed together with a new application.

B. Patent No (s)

6,966,144

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name FREDRIK STAHL

Internal Address ADVOKATFIRMAN CEDERQUIST KB

Street Address: P.O. BOX 1670

City: STOCKHOLM

State: SWEDEN

Zip SE-111 96

Phone Number +46 8 522 065 08

Fax Number +46 8 522 067 00

Email Address: FREDRIK.STAHL@CEDERQUIST.SE

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3 41) \$40

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

FREDRIK STAHL, ATTORNEY AT LAW
Name of Person Signing

03/08/2011 KNGUYEN 00000010 6966144

01 LC:AE21

03/02/2011 40.00 UP
Date

Total number of pages including cover sheet, attachments, and documents

14

Execution version

**INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AGREEMENT**

between

CTS Technologies AG

and

SKR LAGER 103 AB

20 October 2010

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT is made on 20 October 2010 between:

(1) **CTS Technologies AG**, a company incorporated in Switzerland, registration number CH-170,3.027.867-1, whose registered office is at c/o Kerdos Asset Management AG, Oberneuhofstrasse 5, 6340 Baar, Switzerland (the "**Assignor**"); and

(2) **SKR Lager 103 AB**, a company incorporated in Sweden, registration number 556801-9995, whose registered office is at Box 3343, SE-103 67 Stockholm, Sweden (the "**Assignee**").

THE PARTIES AGREE as follows:

1. Definitions

1.1. In this Assignment Agreement:

"Domain Names" means all domain names containing the Trademarks, including but not limited to the registered domain names listed in Schedule 1.

"Intellectual Property Rights" means the Domain Names, the Patents, the Know-How and the Trademarks.

"Know-How" means all knowledge, experience, data, formulae, designs, techniques, drawings, procedures, methods and other proprietary information and knowledge relating to the inventions described in the Patents.

"Patents" means, together, the registered patents and filed patent applications, including inventions, listed in Schedule 2, including if relevant any and all patent applications, registered patents, re-issues, re-exams, divisionals, continuations, continuations in part, utility model registrations and applications, not being listed in said Schedule 2 but nevertheless claiming priority from any of the listed Patents.

"Trademarks" means all trademark rights to the CRYONITE trademark worldwide, whether registered or unregistered, including but not limited to the registrations listed in Schedule 3.

2. Assignment

2.1. The Assignor hereby assigns and transfers to the Assignee:

- a) all of the Assignor's rights to the Patents, including but not limited to:
 - a) the right to apply for, prosecute and obtain patents or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world; including the right to claim priority from the Patents; and
 - b) the right to sue for and to recover damages and other remedies in respect of any past, current or future infringement of the Patents; and
 - c) all Know-How relating to the Patents; and
- b) all of the Assignor's rights to the Trademarks and the Domain Names, including but not limited to:
 - a) all registration rights with respect to the Trademarks and the Domain Names, all goodwill and all other rights worldwide including if relevant all unregistered trademark rights acquired through use; and
 - b) the right to sue for and to recover damages and other remedies in respect of any past, current or future infringement of the Trademarks and the Domain Names.

2.2. The Assignee is responsible, at the Assignee's expense, to as soon as possible, register the assignment of the Intellectual Property Rights, at applicable Patent and Registration Offices. The Assignor shall free of charge promptly execute and provide the Assignee with all necessary documentation and authority required for such purpose.

2.3. Following the assignment of the Intellectual Property Rights hereunder, the Assignor, its associated companies, directors, officers and employees will not:

- a) Use, acquire rights in, register or seek to register in any country of the world the Trademarks or any trademark, trade name or service mark being identical to, comprising, imitating or being confusingly similar to the Trademarks, or otherwise infringe upon the Intellectual Property Rights; or
- b) Challenge or contest the validity of the Intellectual Property Rights or the title and rights of the Assignee therein.

2.4. The Assignee will assume, as of the effective date hereof, all costs relating to applications, prosecution, registrations and maintenance of the Intellectual Property Rights. For the avoidance of doubt this does not limit the Assignor's obligation to render assistance as per Section 6.1 below. 4

3. Compensation

- 3.1. For the assignment of the Intellectual Property Rights the Assignee shall pay to the Assignor a total purchase price in the amount of GBP one-hundred forty-thousand (£ 140,000). The purchase price shall be paid to the Assignor within two (2) Swedish banking business days from both Parties' execution of this Assignment Agreement.
- 3.2. Payments shall be made to the following account of the Assignor CH65 0023 3233 6196 5461 W at UBS AG, 4002 Basel, Switzerland, SWIFT address UBSWCHZH80A.

4. Warranties

- 4.1. The Assignor warrants to the Assignee as follows:
- a) The Assignor is the sole owner and the sole registered holder of the Intellectual Property Rights and the Assignor has the full legal right to assign the Intellectual Property Rights to the Assignee;
 - b) No licences, options, pledges or other rights of similar nature have been granted to any third party in respect of the Intellectual Property Rights and the Assignor assigns the Intellectual Property Rights to the Assignee without any restrictions, reservations or limitations whatsoever;
 - c) The registrations, or where relevant the applications, for the Intellectual Property Rights are valid, subsisting and have not been withdrawn, lapsed, cancelled or abandoned otherwise as detailed in the schedules hereto. All applicable fees have been paid and all other actions or measures required to maintain the Intellectual Property Rights have been duly and timely taken;
 - d) To the best of the Assignor's knowledge, there are no circumstances to the effect that the Intellectual Property Rights will be declared wholly or partially invalid or restricted, without the holder's consent, prior to the end of the Intellectual Property Rights' maximum term of protection; and
 - e) There are no litigation or revocation proceedings pending or threatening that may materially affect the value of the Intellectual Property Rights.
- 4.2. The Assignor shall indemnify in full and hold the Assignee harmless in relation to any cost, loss or damage (including reasonable attorney's fees) arising from any breach of the warranties given above. The Assignor's liability under this Section 4.2 shall be limited to a maximum amount corresponding to the total purchase price set forth in Section 3.1 above.

5. Further assurance

- 5.1 The Assignor shall on request by the Assignee and, unless otherwise provided, at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing to implement this Assignment Agreement.

6. Assistance with applications

- 6.1 The Assignor shall on request by the Assignee and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of the applications with respect to the Patents and Trademarks.

7. Governing law and Dispute Resolution

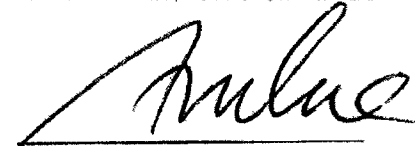
- 7.1. This Assignment Agreement is governed by Swedish law.
- 7.2. Any dispute, controversy or claim arising out of or relating to this Assignment Agreement, or breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of Swedish courts, with Stockholm City Court as court of first instance.

This Assignment Agreement has been executed in two (2) originals, of which the parties have taken one (1) each.

Place: Baar

Date: October 20, 2010

CTS TECHNOLOGIES AG

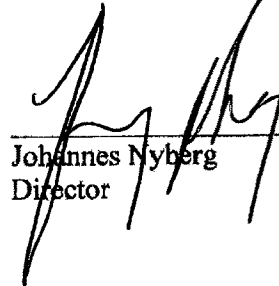


Ueli Ambauen
Director


Place: *Stockholm*

Date: *October 22 2010*

SKR LAGER 103 AB



Johannes Nyberg
Director



Lennart Björkman

SCHEDULE 1

DOMAIN NAMES

Croynite.com
Croynite.co.uk
Croynite.nl
Croynite.jp
Croynite.eu
Croynite.es
Croynite.it,
Croynite.se

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SCHEDULE 2

PATENTS

Patent family 1 "Method to Make Snow for Insect Control and Device for Making the Same"

Country	Application No. / Publication No.	Status
Austria	AT277512	Patent lapsed
Australia	AU5077199	Application inactive
Belgium	EP1096851	Patent granted
Brazil	BR9911719	Patent granted
Canada	CA2336629	Patent granted
China	CN1309532	Patent granted
Cyprus	EP1096851	Patent lapsed
Denmark	EP1096851	Patent lapsed
Germany	DE69920706	Patent granted
EPO	EP1096851	European patent granted. Application proceeded to national phase
Finland	EP1096851	Patent lapsed
France	EP1096851	Patent granted
Greece	EP1096851	Patent lapsed
Ireland	EP1096851	Patent granted
Israel	IL140571	Information not available. According to CTS, patent granted.
Italy	EP1096851	Patent granted
Japan	JP2002520002	Information not available. According to CTS, application active.
Liechtenstein	EP1096851	Patent lapsed
Luxembourg	EP1096851	Patent lapsed
Mexico	MXPA01000258	Information not available. According to CTS, patent granted.
Monaco		Patent lapsed
Netherlands	EP1096851	Patent granted
PCT	WO0002446	Application proceeded to national phase
Poland	PL345576	Information not available
Portugal	PT1096851	Patent granted
South Korea	(10)-0631175	Information not available. Family member not identified. According to CTS, patent granted.
Spain	ES2230870	Patent granted
Sweden	SE515027	Patent granted

Switzerland	EP1096851	Patent granted
Turkey	TR200100009	Information not available
United Kingdom	EP1096851	Patent granted
United States	US6491231	Patent granted

Patent family 2 "Device and Use in Connection with Measure for Combating"

Country	Application No. / Publication No.	Status
Australia	AU1654502	Information not available.
Austria	AT332080	Patent granted
Belgium	EP1343368	Patent granted
Canada	CA2427457	Patent granted
China	CN1481212	Patent granted
Cyprus	EP1343368	Patent lapsed
Denmark	DK1343368	Patent granted
EPO	EP1343368	European patent granted. Application proceeded to national phase
Finland	EP1343368	Patent granted
France	EP1343368	Patent granted
Germany	DE60121359	Patent granted
Greece	EP1343368	Patent granted
Ireland	EP1343368	Patent granted
Italy	EP1343368	Patent granted
Japan	JP2004516019	Information not available. According to CTS, patent granted.
Liechtenstein	EP1343368	Information not available.
Luxembourg	EP1343368	Patent lapsed
Monaco	EP1343368	Patent lapsed
Netherlands	EP1343368	Patent granted
PCT	WO0249426	Application proceeded to national phase
Portugal	PT1343368	Patent granted
Singapore	200302749-7	Information not available. Family member not identified. According to CTS, patent granted.
South Korea	10-2003-7006884	Information not available. Family member not identified. According to CTS, patent granted.
Spain	ES2267669	Patent granted
Sweden	EP 1343368	Patent granted
Sweden	SE524570	Patent lapsed
Switzerland	EP1343368	Patent granted

Turkey	EP1343368	Patent lapsed
United Kingdom	EP1343368	Patent granted
United States	US2003213162	Patent lapsed

Patent family 3 "Cleaning Device and Method"

Country	Application No. / Publication No.	Status
Australia	AU2003239046	Application inactive
Canada	CA2489273	Application inactive
EPO	EP1513399	Application inactive
Japan	JP2005535306	Information not available
Malaysia	PI200332242	Information not available. Family member not identified.
Mexico	MXPA04012935	Information not available
PCT	WO03105581	Application proceeded to national phase
Sweden	SE0201900-8	Priority application. According to CTS, the application has been abandoned.
United States	US2005156065	Application active
United States	US2007012795	Application active

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SCHEDULE 3

TRADEMARKS

Mark	Country	Reg. No. / Applic. No.	Filing Type	Status	Registration Date
CRYONITE	Australia	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	Austria	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Benelux	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Canada	1320498	National	Application	N/A (filed 17.10.2006)
CRYONITE	China	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	Denmark	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Finland	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	France	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Germany	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Greece	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	Ireland	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Italy	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Japan	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	Norway	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Portugal	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	Spain	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	Sweden	352 058	National	Registered	25.01.2002
CRYONITE	Switzerland	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	
CRYONITE	United Kingdom	785 730	Madrid Convention	Registered	12.04.2002
CRYONITE	United States	785 730	Madrid Convention	Information not available. According to CTS not yet registered.	

PATENT

CEDERQUIST

POWER OF ATTORNEY

authorising each of Per-Owe Arfwedson, Nimrod Badur, Nadascia Baggio, Sinda Belajouza, Sara Bergdahl, Helena Bergenheim, Louise Bjärgård, Carl Bokwall, Lars Bärnheim, Maria Celinder, Marie Dahlgren, Ferid Demirel, Carl-Johan Deuschl, Lisa Dybeck, Caroline Englund, Pontus Ewerlöf, Oskar Fredriksson, Matilda Friberg, Carl Granström, Niklas Gokall, Sofia Gärde, Olof Hagberg, Svante Hultqvist, Jon Jansen, Jannike Jentzsch, Therese Johannisson, Nicolas Johansson, Linda Karlsson, Peter Landström, Mattias Larsson, Ida Leander, Fredrik Lindblom, Carl Lindencrona, Magnus Lindstedt, Johan Lundberg, Fredrik Lundén, Kalle Lundgren, Mattias Lundgren, Nils Lundgren, Wilhelm Lüning, Mikael Magnusson, Safa Mahmoudi, Andreas Mattsson, Fredrik Mejhert, Anna Mirek Engström, Amir Mohseni, Kristoffer Molin, Mattias Moskowicz, Tone Myhre-Jensen, Emma Mähler, Emma Nielsen, Peter Nilsson, Åsa Nordman, Therese Odén, Christian Oxhamre, Jenny Palmberg, Åsa Persson, Livet Prause, Martin Rifall, Olle Rislund, Martin Rosell, Pontus Röckert, Erik Sinander, Lena Salomonsson, Elin Samuelsson, David Sandberg, Staffan Sandblad, Matti Scheffer, Erik Sinander, Amanda Spaner Åkerman, Johanna Spanne, Robert Stromberg, Fredrik Ståhl, Jens Tillqvist, Sofia Törnroth-Nyberg, Martin Ulfson, Claude Unge, Joel Urwitz, Moritz Veller, Per Victor, Annika Walin, Helena Wedlin, Erik Wernberg, Maja Wettergren, Petter Wirell, Henrik Wällgren, Erika Åslund and Carl-Gustaf Österberg,

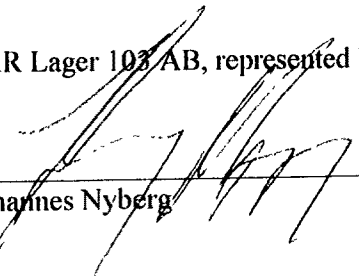
all of Advokatfirman Cederquist KB, P.O. Box 1670, SE-111 96 Stockholm, Sweden,

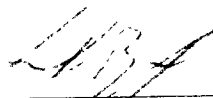
or any person who any one of them may appoint in his/her place, to represent SKR Lager 103 AB in relation to the recordal of assignment of patents, trademarks and domain names from the previous holder CTS Technologies AG to SKR Lager 103 AB, before intellectual property offices and other governmental authorities in relevant jurisdictions worldwide.

This Power of Attorney is valid until revoked in writing.

Stockholm 3 November 2010

SKR Lager 103 AB, represented by:


Johannes Nyberg


Lennart Björkman

CEDERQUIST

Stockholm March 2, 2011

REQUEST FOR THE RECORDAL OF CHANGE IN OWNERSHIP OF PATENTS

Dear Sirs/ Madame,

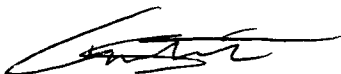
On behalf of our client SKR Lager 103 AB I hereby kindly request the United States Patent and Trademark Office to record the assignment of US patent no. 6,966,144 from the previous owner CTS Technologies AG to the new owner SKR Lager 103 AB.

Enclosed herewith you will find:

- (i) Form PTO-1595,
- (ii) A copy of the Intellectual Property Rights Assignment Agreement, evidencing the assignment of said US patent to SKR Lager 103 AB,
- (iii) A credit Card Payment Form in relation to the \$40 service fee, and
- (iv) A power of attorney, for us to represent SKR Lager 103 AB in the captioned matter.

Any questions or requests for additional information please contact the undersigned by e-mail at fredrik.stahl@cederquist.se or by phone at +46 8 522 065 08. Also please send a confirmatory notice to Fredrik Ståhl, Advokatfirman Cederquist KB, P.O. Box 1670, SE-11 96 Stockholm, Sweden, when the assignment has been recorded.

Yours faithfully



Fredrik Ståhl, Attorney at law