

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
SOLIDEAL HOLDING S.A.	12/15/2010
<b>RECEIVING PARTY DATA</b>	
Name:	ARTIC INVESTMENTS S.A.
Street Address:	65, AVENUE DE LA GARE
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-1611
<b>PROPERTY NUMBERS Total: 7</b>	
Property Type	Number
Patent Number:	6588862
Patent Number:	7258405
Application Number:	11935751
Application Number:	12450787
Application Number:	12205060
Application Number:	12735695
Application Number:	12736128
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(202)393-5350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	patent@jhip.com
Correspondent Name:	William E. Player
Address Line 1:	400 7th Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	G10517

**OP \$280.00 6588862**

NAME OF SUBMITTER:

William E. Player

Total Attachments: 3

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## Trademarks, Patents, Design Patents Assignment Deed

The Undersigned

**SOLIDEAL HOLDING S.A.**  
23, avenue Monterey  
L-2086 Luxembourg

Called hereinafter : "Assignor"

Party to the first part,

And

**ARTIC INVESTMENTS S.A.**  
65, avenue de la gare  
L-1611 Luxembourg

Called hereinafter: "Assignee"

Party to the second part,

*Whereas* the Assignor is the current owner of all the trademarks, patents and design patents as mentioned in the schedules 1, 2 and 3 of the present Assignment (Called hereinafter "the Intellectual Property" )

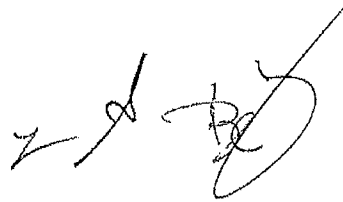
*Whereas* the Assignor desires to sell and the Assignee desires to purchase from the Assignor the Intellectual Property subject to the terms and conditions of the present agreement

Now, therefore, in consideration of the mutual undertakings contained herein, the parties agree as follows:

### Article 1:

The Assignor, hereby declares that he has assigned to Assignee, who declares that he has accepted, the entire property of the Intellectual Property.

### Article 2:



The transfer of the Intellectual Property is concluded for a total aggregate amount of USD 13.800.000,- (thirteen million eight hundred thousand dollars).

The settlement conditions of the purchase price will be discussed later on between the parties

**Article 3:**

As a consequence, as of this assignment, Assignee is invested in all the rights, remedies and obligations that result from the property and from the registration of the above trademarks, patents and design patents.

The latter are assigned in the state in which it is now, with all appertaining advantages and detriments, without warranty as to validity or priority.

**Article 4:**

The Assignor represents and warrants:

- That the Assignor is a company duly incorporated under the law of Luxembourg, validly existing, having the required powers and capacity to enter into the present Assignment Deed;
- That the conclusion of this Assignment Deed has been duly approved and authorised by all competent authorities thereto;
- That this Assignment Deed binds the Assignor directly, validly and unconditionally;
- The Intellectual Property is freely transferable and is free of any pledge, lien and/or any right which would prevent their being sold to the Assignee;
- That neither the signature of this Assignment Deed, neither the execution of any of its clauses do violate or is incompatible with any law and regulation to which the Assignor is submitted and with any agreement to which the Assignor is party.

**Article 5:**

The Assignee represents and warrants:

- That the Assignee is a company duly incorporated under the law of Luxembourg, validly existing, having the required powers and capacity to enter into the present Assignment Deed;
- That the conclusion of this Assignment Deed has been duly approved and authorised by all competent authorities thereto;
- That this Assignment Deed binds the Assignee directly, validly and unconditionally;
- That neither the signature of this Assignment Deed, neither the execution of any of its clauses do violate or is incompatible with any law and regulation to which the Assignee is submitted and with any agreement to which the Assignee is party.

Handwritten signatures and initials in black ink, including a large signature on the right and initials 'Z' and 'd' on the left.

**Article 6:**

The undersigned parties hereby give power of attorney, with the faculty of substitution, to the appointed staffs of:

\* Concerning the trademarks:

Bureau M.F.J BOCKSTAEL NV, Arenbergstraat 13, B-2000 Antwerp, Belgium,

\* Concerning the design patents:

NV GEVERS MARKS, Frankrijklei 53/55 bus 5, B-2000 Antwerpen (Belgium).

\* Concerning the patents:

NV GEVERS PATENTS, Frankrijklei, 53/55 bus 3/5, 2000 Antwerpen (Belgium)

to fulfill for them and in their name all the necessary formalities intended to maintain the rights of the parties and, in particular, to obtain the recordal of the present assignment.

**Article 7 :**

For recordal purposes, parties agree to deliver individual deeds for each intellectual rights.

**Article 8:**

This Agreement shall be governed and construed in accordance with the law of the Grand Duchy of Luxembourg.

All litigation arising out of the performance or application of this Agreement will be submitted to the jurisdiction of the courts of the Grand Duchy of Luxembourg.

Signed bona fide in three originals, of which one original shall be handed to each party, whilst the remainder is intended to be filed with the competent Authorities.

For the Assignee:

Place and date : *Luxembourg, December 15<sup>th</sup> 2010*

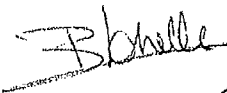
For the Assignor:

Place and date : *Luxembourg, December 15<sup>th</sup> 2010.*

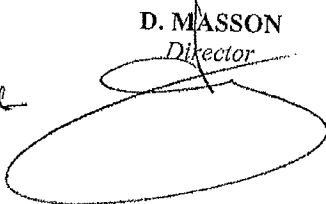
ARTIC INVESTMENTS S.A.

SOLIDEAL HOLDING S.A.

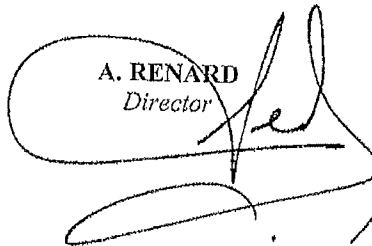
B. LAVALLE  
Director



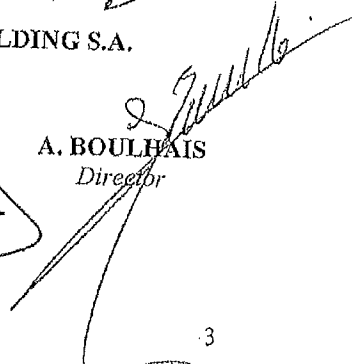
D. MASSON  
Director



A. RENARD  
Director



A. BOULHAIS  
Director



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