

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Sale of Company
CONVEYING PARTY DATA	
Name	Execution Date
PFE International Limited	09/17/2007
RECEIVING PARTY DATA	
Name:	Neopost S.A.
Street Address:	113, rue Jean-Marin-Naudin
City:	Bagneux
State/Country:	FRANCE
Postal Code:	92220
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6244590
Patent Number:	6915184
Patent Number:	6939280
CORRESPONDENCE DATA	
Fax Number:	2022937860
Phone:	(202) 293-7060
Email:	atulino@sughrue.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sughrue Mion PLLC
Address Line 1:	2100 Pennsylvania Ave., N.W.
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037
ATTORNEY DOCKET NUMBER:	054111
NAME OF SUBMITTER:	Shannon Shenton
Total Attachments: 16	

OP \$120.00 6244590

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**SHARE PURCHASE AGREEMENT**

by and among

**The VENDORS named herein**

and

**NEOPOST S.A.**

in relation to

**PFE INTERNATIONAL LIMITED**

Dated as of 17 September 2007

## SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT**, dated 17 September 2007 (this "**Agreement**"), is entered into by and among the several persons whose respective names and addresses are set out in Columns A and B of Schedule 1 (the "**Vendors**") and Neopost S.A., a company duly incorporated in France and registered office at 113, rue Jean-Marín-Naudin, Bagneux, 92220, France (the "**Purchaser**").

### RECITALS:

**WHEREAS**, at the date of this Agreement PFE International Limited, a company duly incorporated in England and Wales with registered number 1904393 and registered office at PFE International House, Oakwood Hill Industrial Estate, Oakwood Hill, Loughton, Essex IG10 3TZ (the "**Company**") has an authorised share capital of £1,000,000 divided into 750,000 ordinary shares of £1 each (the "**Ordinary Shares**"), and 250,000 cumulative redeemable preference shares of £1 each, of which 735,294 Ordinary Shares have been allotted and issued to the Vendors and are fully paid or credited as fully paid (the "**Issued Shares**"). Further particulars of the Company are set out in Schedule 2.

**WHEREAS**, each Vendor is the legal owner of the number of Issued Shares set out beside their respective names in Column C of Schedule 1, and each Vendor is entitled to sell and transfer the full legal and beneficial ownership of such Issued Shares.

**WHEREAS**, each company set out in Column A of Schedule 3 is a subsidiary of the Company (each a "**Subsidiary Company**") and the Company is the legal and beneficial owner of that percentage of the issued shares in the share capital of each Subsidiary Company as is set beside each Subsidiary Company in Column E of Schedule 3. Further particulars of each Subsidiary Company are set out in Schedule 3.

**WHEREAS**, the Purchaser has agreed to purchase (or will procure a Designated Entity to purchase), and the Vendors have agreed to sell, full legal and beneficial title to, the Issued Shares on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

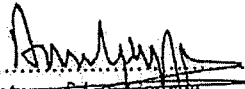
#### 1. DEFINITIONS

The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings:

"Accounts" shall mean the audited consolidated financial statements of the Company and the Subsidiary Companies for the fiscal year ended 31 December 2006.

"Accounts Date" shall mean 31 December 2006.

Signed and delivered as a deed by  
Ann George in the presence of

  
Signature of Ann George

Witness Signature

Witness Name

Witness Address

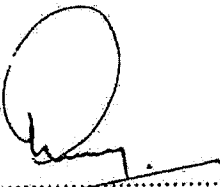
Witness Occupation

CARL FREDERICK HANSEN

28 PARTINGALE LANE, WALDHAM ABBEY  
ESSEX. EN9. 3NF.

FELLOW CHARTERED ACCOUNTANT

Signed and delivered as a deed by  
Raymond George in the presence of

  
Signature of Raymond George

Witness Signature

Witness Name

Witness Address

Witness Occupation

CARL FREDERICK HANSEN

28 PARTINGALE LANE, WALDHAM ABBEY,  
ESSEX. EN9. 3NF.

FELLOW CHARTERED ACCOUNTANT

Signed and delivered as a deed by  
Richard George in the presence of

.....  
Signature of Richard George

*Debbie M. Keeshen*  
.....

Witness Signature

*DEBBIE M. KEESHEN*  
.....

Witness Name

*2010 Grayfield Dr, KENNESAW GA 30152*  
.....

Witness Address

*Human Resource Mgr.*  
.....

Witness Occupation

Signed and delivered as a deed by  
Simon George in the presence of

.....  
Signature of Simon George

.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Witness Occupation

Signed and delivered as a deed by  
Richard George in the presence of

.....  
Signature of Richard George

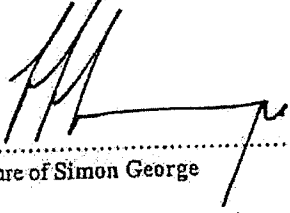
.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Witness Occupation

Signed and delivered as a deed by  
Simon George in the presence of

  
.....  
Signature of Simon George

.....  
Witness Signature

CARL FREDERICK HANSEN

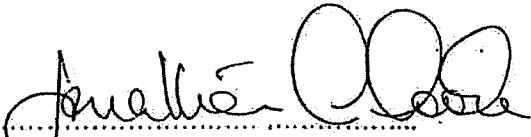
.....  
Witness Name

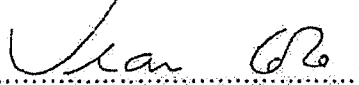
28 FORTHINGALE LANE, WALTHAM ABBEY,  
.....  
Witness Address: ESSEX. ENG. SNF

.....  
Witness Occupation

FELLOW CHARTERED ACCOUNTANT

Signed and delivered as a deed by  
Jonathan Cooke as trustee for the HE George  
Grandchildrens' Settlement in the presence of

  
Signature of Jonathan Cooke as trustee for the  
HE George Grandchildrens' Settlement

  
Witness Signature

JEAN COLE  
Witness Name

8 Gray's Inn Square  
Witness Address Gray's Inn London WC1R 5JG.

Secretary  
Witness Occupation

Signed and delivered as a deed by  
on behalf of Neopost S.A. (a company  
incorporated in France), by Denis Thiery, acting  
by his lawful attorney Alain Midowski, being  
persons who, in accordance with the laws of that  
territory, are acting under the authority of Neopost  
S.A.

.....



Signed and delivered as a deed by  
Jonathan Cooke as trustee for the HE George  
Grandchildren's' Settlement in the presence of

.....  
Signature of Jonathan Cooke as trustee for the  
HE George Grandchildren's' Settlement

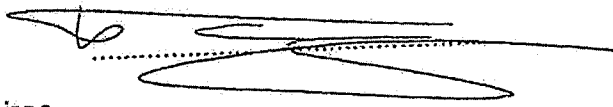
.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Witness Occupation

Signed and delivered as a deed by  
on behalf of Neopost S.A. (a company  
incorporated in France), by Denis Thiery, being a  
person who, in accordance with the laws of that  
territory, is acting under the authority of Neopost  
S.A.



Schedule 1

Detail of Vendors

Column A: Identity of Vendor	Column B: Address and fax number	Column C Number of shares held in the Company	Column D: % shareholding in the Company	Column E: Consideration to be received by Vendor in cash on Closing. [To be completed on agreed closing accounts.]	Column F: Retention amount attributable to Vendor. [To be completed on Closing.]	Column G: Net cash to be received after payment of purchase price for DMS and Resort Activities and discharge of debts due to and from the Company. [To be completed on closing or upon agreed closing accounts.]	Column H: Additional Consideration in accordance with clause 13.2. [To be completed upon agreed closing accounts.]
Ann George	Woodhatch Farm, Tawney Court, Theydon Mount, Epping, CM16 7PU, UK	1	0.0000013 %	£[•]	NIL		
Raymond George	Woodhatch Farm, Tawney Court, Theydon Mount, Epping, CM16 7PU, UK	401469	54.60%	£[•]	£[•]		
Richard George	65 Gilmer Court, Acworth, Georgia 30101, USA	91912	12.50%	£[•]	£[•]		

Column A: Identity of Vendor	Column B: Address and fax number	Column C Number of shares held in the Company	Column D: % shareholding in the Company	Column E: Consideration to be received by Vendor in cash on Closing. [To be completed on Closing or upon agreed closing accounts.]	Column F: Retention amount attributable to Vendor. [To be completed on Closing.]	Column G: Net cash to be received after payment of purchase price for DMS and Resort Activities and discharge of debts due to and from the Company. [To be completed on closing or upon agreed closing accounts.]	Column H: Additional Consideration in accordance with clause 13.2. [To be completed upon agreed closing accounts.]
Simon George	41 Tempest Mead, North Weald, Epping, Essex, CM16 6DY, UK	91912	12.50%	£[•]	£[•]		
Jonathan Cooke as trustee for the HE George Grandchildren's Settlement	Cooke Matheson, 8/9 Gray's Inn Square, London WC1R 5JQ	150000	20.40%	£[•]	NIL		

Schedule 2

<b>Name</b>	PFE International Limited
<b>Registered number</b>	1904393
<b>Jurisdiction of incorporation</b>	England and Wales
<b>Registered address</b>	PFE International House, Oakwood Hill Industrial Estate, Oakwood Hill, Loughton, Essex IG10 3TZ.
<b>Date of incorporation</b>	11 April 1985
<b>Directors</b>	Ann George, Raymond George, Simon George
<b>Secretary</b>	Carl Hansen
<b>Authorised share capital</b>	750,000 ordinary shares of £1 each and 250,000 4.2% cumulative redeemable preference shares of £1 each
<b>Issued share capital</b>	735,294 ordinary shares of £1 each

to Environmental Laws or otherwise in nuisance, trespass or negligence and there are no circumstances or matters which have been or are in existence which may lead to the same.

### **Audit Reports and Test Results**

- 14.2 There are included in the Disclosure Letter true and complete copies of any environmental audit reports relating to any of the Properties and of any sampling and test results obtained from any environmental and/or health samples taken at and around any of the Properties.

### **Hazardous Substances**

- 14.3 On and prior to the date of this Agreement and the Closing Date, no hazardous substance has been generated, used, kept, treated, transported, spilled, deposited, disposed of, discharged, emitted or otherwise dealt with or managed at, on, under or from any of the Properties otherwise than as permitted by Law.

## **15. INTELLECTUAL PROPERTY**

### **Particulars**

- 15.1 Schedule 6 sets out brief particulars of all registered Intellectual Property and material unregistered Intellectual Property owned by the Company and each Subsidiary Company and such particulars are true, accurate and not misleading at the date of this Agreement and on the Closing Date.

### **Ownership and Sufficiency**

- 15.2 At the date of this Agreement and on the Closing Date:

15.2.1 the Company or a Subsidiary Company is the sole legal and beneficial owner of all Intellectual Property (including the Intellectual Property set out in Schedule 6) used or exploited by the Company and each Subsidiary Company, save for any Intellectual Property which is the subject of:

15.2.1.1 an IP Licence in favour of the Company or any Subsidiary Company which is Disclosed; or

15.2.1.2 IP Licences in respect of generally available software packages,

(such IP Licences together being the "IP Licences in favour of the Company");

15.2.2 all the Intellectual Property owned by the Company and each Subsidiary Company is valid and subsisting, has been registered (where registration is required or needed) in all relevant jurisdictions with the Company or a Subsidiary Company as registered proprietor and all such registrations have been maintained;

15.2.3 the Intellectual Property owned by the Company or a Subsidiary Company and the Intellectual Property which is the subject of the IP Licences in favour of the Company together comprise all the Intellectual Property and the rights and interests therein of the Company and each Subsidiary necessary for the conduct of the business in its current form at the date of this Agreement and there is no prejudice to the same by those IP Licences granted by the Company or any Subsidiary Company as at the date of this Agreement (details of which IP Licences are Disclosed and which are referred to as the “**IP Licences granted by the Company**”);

15.2.4 no Intellectual Property owned by the Company or any Subsidiary Company or so far as the Warrantors are aware no Intellectual Property licensed by the Company is or has been the subject of any infringement by any third party (save as permitted by the IP Licences in favour of the Company and the IP Licences granted by the Company) and no person is entitled to, or has claimed prior to the date of this Agreement hereof under any contract or otherwise, any compensation in relation to any Intellectual Property owned by the Company or any Subsidiary Company; and

15.2.5 in carrying on its business (other than for goods in design or alpha development phase), the Company and each Subsidiary Company has not, and does not, on or before the date of this Agreement or the Closing Date, infringe any Intellectual Property of any third party.

#### **IP Licences**

15.3 On the date of this Agreement and the Closing Date, each of the IP Licences in favour of the Company and the IP Licences granted by the Company:

15.3.1 is valid and subsisting, has been complied with by the parties thereto and no notice of termination has been given by any of the parties thereto; and

15.3.2 where registration is required or possible, has been registered with the appropriate authorities, and such registrations have been maintained.

#### **Moral Rights**

15.4 On the date of this Agreement and the Closing Date, all moral rights in relation to the Intellectual Property owned by the Company have been waived in favour of the Company and have not been, and so far as the Warrantors are aware are not likely to be, asserted.

#### **Know-How**

15.5 On the date of this Agreement and the Closing Date, all know-how comprised in the Intellectual Property owned by the Company or any Subsidiary Company is adequately documented, and on and before the date of this Agreement has been kept secret and confidential and has not been, or agreed to be, disclosed to any third party other than under the terms of an IP licence or a confidentiality agreement.

Schedule 6

IP Schedule

Registered Intellectual Property – Patents (including pending cases)

Description	Country	Appln No	Appln. Date	Grant No	Grant Date
Inserter Apparatus	US	915694	24 Jan 1991	5327701	12 July 1994
Inserter Apparatus	GB	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Netherlands	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Sweden	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Italy	91902871.2	24 Jan 1991	25169/BE95	19 July 1995
Inserter Apparatus	Luxembourg	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Spain	91902871.2	24 Jan 1991	2074261	19 July 1995
Inserter Apparatus	France	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Germany	91902871.2	24 Jan 1991	69111425.0	19 July 1995
Inserter Apparatus	Denmark	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Austria	91902871.2	24 Jan 1991	0512003	19 July 1995
Inserter Apparatus	Switzerland	91902871.2	24 Jan 1991	0512003	19 July 1995

Description	Country	Appln No.	Appln Date	Grant No.	Grant Date
Inserter Apparatus	Belgium	91902871.2	24 Jan 1991	0512003	19 July 2005
Envelop Opener Mechanism	GB	93905516.6	05 Mar 1993	0633842	27 May 1998
Envelop Opener Mechanism	France	93905516.6	05 Mar 1993	0633842	27 May 1998
Envelop Opener Mechanism	Germany	93905516.6	05 Mar 1993	69318831.6	27 May 1998
Envelope opener mechanism for inserter apparatus	US	295879	05 Mar 1993	5524417	11 June 1996
Sealing Machine and Method	US	464754	21 Dec 1993	5820713	13 Oct 1998
Sealing Machine and Method	GB	94902922.7	21 Dec 1993	0675811	6 May 1998
Sealing Machine and Method	Germany	94902922.7	21 Dec 1993	69318427.2	6 May 1998
Sealing Machine and Method	France	94902922.7	21 Dec 1993	0675811	06 May 1998
Apparatus for inserting material into envelopes	US	179004	24 Jan 1991	5406771	18 Apr 1995
Apparatus for assembly of a plurality of items of insert material into stacks on a conveyor	US	179009	24 Jan 1991	5425533	20 Jun 1995
Apparatus for inserting material into envelopes	US	178987	24 Jan 1991	5487254	30 Jan 1996
Envelope Inverter	US	836957	22 Nov 1995	5800119	01 Sep 1998
Envelope Closer	US	894445	06 Feb 1996	5904644	18 May 1999



Description	Country	Appln No.	Appln Date	Grant No.	Grant Date
Envelope Closer	Germany	96901905.8	06 Feb 1996	69600839.4	21 Oct 1998
Envelope Closer	France	96901905.8	06 Feb 1996	0810926	21 Oct 1998
Envelope Closer	GB	96901905.8	06 Feb 1996	0810926	21 Oct 1998
Device for Handling Documents	US	319591	09 Dec 1997	6264594	24 July 2001
Mailing Machines	US	319515	04 Dec 1997	6230898	15 May 2001
Mailing Machines	Germany	97947780.9	04 Dec 1997	69712090.2	17 Apr 2002
Mailing Machines	France	97947780.9	04 Dec 1997	0942788	17 Apr 2002
Mailing Machines	GB	97947780.9	04 Dec 1997	0942788	17 Apr 2002
Collating Device	US	266298	11 Mar 1999	6244590	12 Jun 2001
Collating Device	Germany	19911007.7	12 Mar 1999		
Collating Device	GB	9905829.9	12 Mar 1999	2335422	14 Nov 2001
Collating Device	France	9903294	17 Mar 1999	2776278	11 May 2001
Apparatus and Methods for Pressure Sealing	GB	9919844.2	20 Aug 1999	2345024	08 Jan 2003
Pressure Sealer	GB	0119044.6	03 Aug 2001	2378154	30 Jul 2003
Web Unwind Control Systems	GB	9420824.6	15 Oct 1994	2294033	17 Mar 1998

Description	Country	Appln No.	Appln Date	Grant No.	Grant Date
D114 Track System	GB	0213801.4	14 Jun 2002	2389574	06 Jul 2005
Collator	US	10/459,571	12 Jun 2003	6,915,184	05 Jul 2005
Printing System	GB	0130367.6	19 Dec 2001	2375867	17 Dec 2003
Apparatus & Method For Pressure Sealing	GB	0221709.9	20 Aug 1999	2378413	14 May 2003
Document Folding: Pivoting Fold Plates for Rigid Documents	Europe	03258029.2	19 Dec 2003	n/a	n/a
Document Folding: Pivoting Fold Plates for Rigid Documents	GB	0229802.4	20 Dec 2002	2397816	16 Mar 2005
Document Folding: Pivoting Fold Plates for Rigid Documents	US	10/745,405	22 Dec 2003	6,939,280	06 Sept 2005
Drive System for Winding Tension Control	GB	0401652.3	22 Jan 2004	2410244	08 Feb 2006
Perforator	GB	0406018.2	17 Mar 2004	2412113	26 Jul 2006
Document Assembly Apparatus	GB	0406021.6	17 Mar 2004	n/a	n/a
System Method	GB	0606457.0	31 Mar 2006	n/a	n/a
System Method	Europe	07105371.4	30 Mar 2007	n/a	n/a
System Method	US	11/730,210	30 Mar 2007	n/a	n/a