

07/22/2013



103660426



MLO 07-22-13

To the Director of the U.S. Patent & Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

Felix Meyer-Horn

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

2. Name and address of receiving party(ies)

Name: Groupe Dusogat

Internal Address:

Street Address: Route de Jallemain

77570 Chateau Landon

City: Melun

State:

Country: France

Zip:

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

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

Execution Date(s) 02/28/2012

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

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

13/713,741

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Abelman, Frayne & Schwab

Internal Address:

Street Address: 666 Third Avenue

City: New York

State: NY

Zip: 10017

Phone Number: 212 885-9237

Docket Number: 211,995

Email Address: rbsmith@lawabel.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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

8. Payment Information

Deposit Account Number 01-0035

07/23/2013 HTON11 00000034 010035 13713741

Authorized User Name Robert B. Smith

9. Signature:

Robert B. Smith
Signature

July 17, 2013

Date

Robert B. Smith

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CONTRACT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Between the undersigned parties:

Mr Félix MEYER-HORN, residing at Ijzesstraat 15 B-1560 Hoeilaart, Belgium

Hereinafter "**Mr Meyer-Horn**" or the "**Assignor**"
Of the first part,

and:

GROUPE DUSOGAT

simplified joint stock company with a share capital of €910,480, with its registered office at Route de Jallemain, 77570 Château Landon, identified under number B 418 173 068 RC MELUN,

represented by Patrice Matignon, chairman of the company, duly authorised for the purposes of this agreement pursuant to a deliberation of the general meeting of 20 January 2012

Hereinafter "**DUSOGAT**" or the "**Assignee**"
Of the second part,

Hereinafter jointly the "**Parties**" or individually a "**Party**",

WHEREAS:

Mr Meyer-Horn designed in the interest of DUSOGAT various inventions relative to the systems or mechanisms of assembly of the packaging boxes marketed by DUSOGAT and/or its Affiliate Companies (hereinafter the "**Assembly Units**"), in particular relative to the Brackets (hereinafter the "**Brackets**"), by way of which DUSOGAT filed the patent applications listed in Annex I hereto. Mr Meyer Horn also made changes to the appearance of the said Assembly Units and Brackets by way of which DUSOGAT filed the designs listed in Annex II hereto.

In compliance with the provisions of Books 1 and 6 of the French Intellectual Property Code (hereinafter "**IPC**"), Mr Meyer Horn unreservedly agrees to assign, in accordance with the conditions detailed in this Contract, all the transferable intellectual property rights he holds over the Assembly Units on the date of signing this Contract, in particular including the inventions and modifications made to the appearance of the Assembly Units and Brackets mentioned in the previous paragraph.

THE FOLLOWING HAS BEEN AGREED:

ARTICLE 1 – Purpose of the Contract

1.1 This Contract has the purpose of agreeing, with respect for the provisions of volumes 1 and 6 of the IPC, the assignment by Mr Meyer-Horn to DUSOGAT of the transferable intellectual property rights he holds over the Assembly Units on the date of signing this Contract.

1.2 For the purposes of this Contract, the Parties agree to give the terms hereunder the definitions indicated:

- “Assembly Units” denotes the systems or mechanisms of assembly of the packaging boxes marketed by DUSOGAT and/or its Affiliate Companies, and in particular the Brackets sold by DUSOGAT and/or its Affiliate Companies (whether with or without the boxes);
- “Patents” denotes the patent applications listed in Annex I hereto, and any application filed under priority, any divisionary application, any application for “continuation”, any application for reissue undertaken on the basis of all or part of at least one of the patent applications cited above, any other application belonging to the family of at least one of the patent applications cited, and the corresponding patents issued.
- “Designs” denotes the Designs listed in Annex II hereto.
- “Affiliate Company” of DUSOGAT denotes any company which directly or indirectly controls DUSOGAT, is controlled by DUSOGAT or is under joint control with DUSOGAT, with the word “control” having the meaning defined in article L. 233-3 of the French Commercial Code on the date of this Contract, and their successors, whether via merger, dissolution or other.

ARTICLE 2 – Identification of the Rights Assigned

2.1 Pursuant to this Contract, the Assignor expressly and unreservedly assigns to the Assignee, which accepts, exclusively and definitively on the date of signing this Contract, all the transferable intellectual property rights it holds over the Assembly Units on the date of signing this Contract.

2.2 To meet the prescriptions of article L. 313-1 of the IPC, it is specified that the rights assigned include all the rights that Mr Meyer-Horn holds as inventor as defined in Book 6 of the IPC, and all intellectual property rights detailed hereunder:

- i) the right to reproduce or have reproduced all or some of the Assembly Units, by any known or future technical processes, on all supports known on the date of signing this Contract or yet to be discovered, and to have established, in such number as the Assignee and its legal beneficiaries desire, all originals, copies and duplicates, on all supports, in all formats and by all fixing processes;
- ii) the right to represent or have represented all or some of the Assembly Units throughout the world, to distribute them and more generally to communicate them to the public, as much as the Assignee wishes, by all technical processes known on the date of signing this Contract or yet to be discovered, in particular those necessary or useful to the use or marketing of the Assembly Units by DUSOGAT or its Affiliate Companies;

iii) the right to adapt or have adapted all or some of the Assembly Units through improvements, evolutions, deletions, piggybacking, corrections, simplifications, additions, updating, translation, integration into one of the pre-existing or future works or inventions, or transcription into an existing or future language, on all supports, in all formats and by all fixing processes.

ARTICLE 3 – Method of Exploitation of the Rights Assigned

3.1 Following the assignment defined in article 2 of this Contract, DUSOGAT is automatically subrogated in all transferable intellectual property rights held by Mr Meyer-Horn over the Assembly Units, such that from the date of signing this Contract DUSOGAT shall have full ownership and use of them and may dispose of them or exploit them as it wishes, protect them by any industrial property right that may seem appropriate to it, or renounce such protection at any time.

3.2 In particular, but without any limitation, DUSOGAT is expressly authorised, without being so obliged, to make any use of all or some of the Assembly Units and the related intellectual property rights, by itself or through any third party of its choice, for any purpose whatsoever, for the purposes of its own activities or for the benefit of third parties, in particular with a view to putting on the market, distributing, marketing or disseminating any Assembly Unit or Bracket, integrating all or some of the inventions and modifications of form and appearance designed by Mr Meyer-Horn, under all distinctive signs and on all supports, current or future, known or unknown on the date of signing this Contract, by any direct or indirect sales circuit and by all means (including rental, lending and sale), free of charge or for a valuable consideration.

3.3 DUSOGAT is furthermore expressly authorised, without being so obliged, to assign or licence the rights assigned pursuant to article 2 above, partially or in their entirety, in France and overseas.

3.4 This assignment lastly entails the right for the Assignee to take action for infringement with regard to any act of infringement prior or subsequent to this assignment.

ARTICLE 4 – Territory

This assignment is granted exclusively for the whole world.

ARTICLE 5 – Duration

This assignment is effective from the date of signing this Contract. It is granted for the whole duration of protection granted on this date and in the future to the Assignor and its legal beneficiaries by the French and foreign legislations relative to copyright, and any extensions thereto.

ARTICLE 6 – Warranties

6.1 Mr Meyer-Horn declares that on the date of signing this Contract no operating licence or assignment has been granted over the rights defined in article 2 above, which furthermore are not subject to any pledge or lien, and that thus the Assignor has free use of them.

6.2 Mr Meyer-Horn is prohibited from assigning any of the rights, even partial or reduced, over all or some of the inventions and modifications of form and appearance that he has designed in relation with the Assembly Units before signing this Contract, and from exploiting them himself in whole or in part in any form whatsoever.

ARTICLE 7 – Financial Conditions

By way of full and final consideration for the assignment of the rights defined in article 2 to this Contract and the obligations defined in articles 8, 9 and 10 hereunder, the Assignee undertakes to pay Mr Meyer-Horn the single fixed sum of ten thousand euros (€10,000), payable within eight (8) days of signing this Contract by the last of the Parties by bank transfer to the account indicated by Mr Meyer-Horn to this end.

ARTICLE 8 – Cooperation

To the extent necessary for the peaceable use of the rights acquired by DUSOGAT through the effect of this assignment, Mr Meyer-Horn undertakes to cooperate with DUSOGAT, in particular by giving it, on its first request, all powers and documents and by undertaking all formalities that DUSOGAT deems necessary to the peaceable and exclusive exercising of the rights assigned, the inventions and modifications of form and appearance of the Assembly Units that Mr Meyer-Horn has made, the Patents and the Designs.

As an example, Mr Meyer-Horn undertakes to lend his full assistance, to undertake all reasonable steps, and to give DUSOGAT or any third party designated by it any signature and document necessary for the filing, maintaining in force, international extensions and defence of any intellectual property right relating to any invention in respect of which Mr Meyer-Horn has the capacity of inventor.

ARTICLE 9 – Confidentiality

9.1 Mr Meyer-Horn undertakes to demonstrate absolute discretion regarding information of any nature concerning the operation and the activities of DUSOGAT (in particular including all information relative (i) to the Assembly Units, Brackets and other products developed or under development within DUSOGAT, (ii) to the customers, markets and prospects of DUSOGAT, (iii) to the works, developments, plans, results, inventions, methods, processes and know-how of DUSOGAT, and (iv) to the intellectual property strategy of DUSOGAT) in its possession on the date of signing this Contract. Mr Meyer Horn undertakes not to communicate it to any third party, in any form and by any means. He is furthermore prohibited from filing or allowing any third party to file any industrial property right over all or part of the information set out in this article 9.1.

9.2 The confidentiality obligation defined in this article 9 shall remain in force while and for as long as the information mentioned in article 9.1 above has not fallen into the public domain

without fault of DUSOGAT.

ARTICLE 10 – Non-Competition

10.1 Considering the strategic nature of a great deal of information known to Mr Meyer Horn on the date of signing this Contract and the positions he has occupied within DUSOGAT, Mr Meyer Horn is prohibited, without the prior written permission of DUSOGAT, from directly or indirectly becoming involved in any manufacture or any trade relating to packaging that may rival the Assembly Units and/or the Brackets, irrespective of the applications for which these rival activities may be destined (for example automobile, solar, building).

10.2 This prohibition on competition is limited to a period of ten (10) years from signing this Contract by the last of the Parties. It covers the whole world.

10.3 By express agreement between the Parties, the consideration for the non-competition undertaking in this article 10 is included in the remuneration defined in article 7 above.

10.4 The provisions of this article 10 cannot under any circumstances obstruct the full execution of any business introducer agreement entered into separately between DUSOGAT and Mr Meyer Horn.

ARTICLE 11 – Miscellaneous Provisions

11.1 Indivisibility

This Contract, along with its Annexes, constitutes the entire agreement between the Parties on its subject and replaces any prior written or verbal agreement on the same subject.

11.2 Waiver

Any waiver by either of the Parties to invoke the existence or the total or partial breach of any of the stipulations of this Contract, irrespective of its duration, may not constitute a modification or removal of this stipulation or a waiver of this Party to invoke prior, concomitant or later breaches of the same or other stipulations.

11.3 Invalidity

In the event where a term or a clause of this Contract is invalid, illegal or impossible to implement, the Parties shall consult and agree on a new term or a new clause which, while being legal, valid or possible to implement, is as similar as possible to the information defined in the original term or clause. All other stipulations shall remain valid.

11.4 Election of Domicile

For all acts relative to this assignment, in particular for any notification, the Parties elect domicile at the address indicated on the first page of this Contract. In the event where either of the Parties changes address, it shall notify the other Party within thirty (30) days of this change.

11.5 Entire Contract Clause

No change, modification or termination of any clause of this Contract may be validly made without the written agreement of each of the Parties hereto.

ARTICLE 12 – Applicable Law – Attribution of Jurisdiction

12.1 This Contract is in all points governed and interpreted in compliance with French law.

12.2 In the event of dispute over the interpretation or execution of this Contract, the Parties undertake to try firstly to resolve it amicably. In the event of dispute persisting beyond a period of two (2) months from the first written notification sent by one of the Parties to the other regarding the dispute, it shall be referred by the most diligent Party to the competent court in the district of the registered office of DUSOGAT, to which the Parties attribute territorial jurisdiction, even in the case of interlocutory proceedings, introduction of third parties or multiple defendants.

ARTICLE 13 – Language of the Contract

The Contract is written concomitantly in two (2) versions: one in French, the other in English. In the event of contradiction between the two (2) versions, the French version shall prevail.

The Annexes to this Contract are as follows:

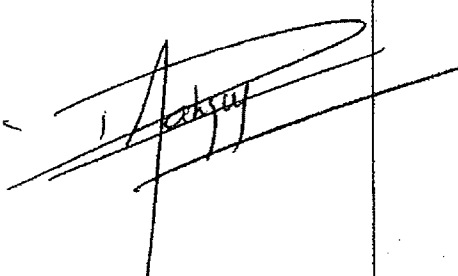
- Annex 1 (“List of Patents”)
- Annex 2 (“List of Designs”)

Written in Bonn, Germany

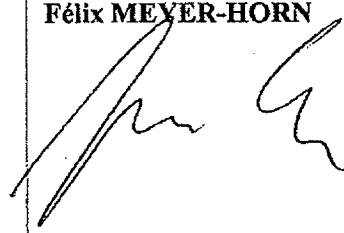
28 February 2012

In three (3) original copies, one (1) of which for each of the Parties, over nine (9) pages (including annexes), together constituting a whole contract between the Parties

For DUSOGAT
Mr Patrice MATIGNON



Félix MEYER-HORN



ANNEX I – List of Patents

1. French patent application FR 10/04130 filed on October, 21st 2010 in the name of DUSOGAT for “Dispositif d'assemblage d'une caisse et caisse adaptée / System for assembly of a box and adapted box”.

Inventor: Mr Félix MEYER-HORN

Extended by PCT process on August 12th 2011 under n° PCT/FR2011/051914.

2. French patent application FR 10/04623 filed on November 29th 2010 in the name of DUSOGAT for “Plots d'assemblage d'une caisse sans outillage / Brackets for assembly of a box without tools”.






Inventor: Mr Félix MEYER-HORN

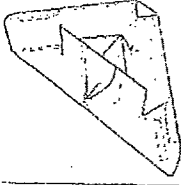

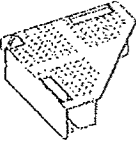
Extended by PCT process on August 12th 2011 under n° PCT/FR2011/051914, jointly with the French application cited in point 1 above.

3. Patent application PCT/FR2011/051914 filed on August 12th 2011 in the name of DUSOGAT for “Caisse pliable assemblable et démontable / Folding box that can be assembled and dismantled”, under priority of applications FR 10/04130 and FR 10/04623 aforementioned.

Inventor: Mr Félix MEYER-HORN

ANNEX II – List of Designs

Design	Country	Classes	Filing/Renewal		Regi
			Date	N°	
BRACKET 	Community Design	09-99	17/02/2011	001822867-000 1	17/02/2011
BRACKET 	Community Design	09-99	17/02/2011	001822867-000 2	17/02/2011
BRACKET 	Community Design	09-99	17/02/2011	001822867-000 3	17/02/2011
BRACKET 	Community Design	09-99	07/03/2011	001831702-000 1	07/03/2011
CLASSIC BRACKET 	Community Design	09-99	14/02/2011	001821075-000 1	14/02/2011

Design	Country	Classes	Filing/Renewal		Reg
			Date	N°	
CLIP BRACKET 	Community Design	09-99	14/02/2011	001821075-000 3	14/02/2011
BRACE BRACKET 	Community Design	09-99	14/02/2011	001821075-000 2	14/02/2011
CORNER BRACKET 	Community Design	09-99	16/12/2011	001963786	16/12/2011