

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BENTLE PRODUCTS A.G.	11/01/2013
RECEIVING PARTY DATA	
Name:	PLANT TAPE ALTEA SL
Street Address:	CTRA DE LA LLOBATONA, 6D, VILADECANS
City:	BARCELONA
State/Country:	SPAIN
Postal Code:	08840
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6679507
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1175/66440
NAME OF SUBMITTER:	TONIA A. SAYOUR
Signature:	/Tonia A. Sayour/
Date:	11/21/2013
Total Attachments: 3 source=PatentAssignmentAgreement#page1.tif source=PatentAssignmentAgreement#page2.tif source=PatentAssignmentAgreement#page3.tif	

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PATENT ASSIGNMENT AGREEMENT

The undersigned:

Bentle Products A.G., having its registered office and principal place of business at Oberneuhofstrasse 5, 6341 Baar, Switzerland (hereinafter referred to as '**BENTLE**');

and

PLANT TAPE ALTEA SL, having its registered office and principal place of business at Ctra. de la Llobatona, 6D, 08840 Viladecans, Barcelona, Spain (hereinafter referred to as '**PTA**')

BENTLE and PTA hereinafter also referred to jointly and/or separately as '**Parties**' or '**Party**'

whereas:

- A. BENTLE is the full legal and full beneficial owner of all patent registrations and/or applications in various countries relating to a horticultural system for professional growers known as the Plant Tape system.
- B. The Plant Tape System's patent registration No.: US 6,679,507 B1 is part of Patent Portfolio being transferred on December 29, 2011.
- C. BENTLE and PTA have agreed to sell and assign BENTLE's right, title and interest to PTA.
- D. Parties are willing to lay down in writing their current understanding and intentions in this agreement under such terms and conditions as contained hereafter;

now therefore, BENTLE and PTA agree as follows:

1. Sale, purchase and assignment. Purchase Price

- a) BENTLE hereby sells, assigns and transfers to PTA and PTA hereby purchases and accepts from BENTLE the PLANT TAPE PORTFOLIO. For full consideration, PTA shall pay to BENTLE a purchase price of [REDACTED]. Parties will separately agree upon the way of payment of the purchase price. The payment of the purchase price will be paid by PTA on 30 November, 2013 the latest.
- b) For the avoidance of doubt it is declared that all assets of the Plant Tape System are owned by PTA.



2. Warranty

BENTLE warrants and represents that it is the sole owner of the US Patent No. 6,679,507 B1 and that it has full power and authority to enter into this agreement and that this agreement does not infringe the rights of any third party.

BENTLE expressly agrees that from the date of this agreement PTA shall own all rights in the PLANT TAPE PORTFOLIO. PTA shall have all benefit and dispose of these rights in any way and at its sole discretion. At its sole discretion PTA can decide to waive certain rights regarding the PLANT TAPE PORTFOLIO before the legal transfer of these rights, in which case BENTLE shall cooperate to terminate these applications. BENTLE shall in no way make use of these applications for itself or any other party.

3. Effective Date

This agreement shall be effective as of 1 November 2013. In case the formalities to obtain legal ownership by PTA are not immediately fulfilled as from the effective date and/ or legal ownership will not be transferred on the effective date, Parties will act as if PTA did obtain legal ownership as from the effective date. Therefore, as from the effective date BENTLE agrees it will not take any action that may harm PTA's interest, unless PTA provides its consent and BENTLE at its own costs will actively cooperate with PTA to perform all necessary acts to provide PTA with the legal ownership.

4. Applicable law. Choice of court

This agreement shall be governed by the laws of Switzerland and any dispute arising there from shall be brought before the competent court of Zug.

5. Full settlement

The Parties agree that this agreement shall be binding upon the legal successors. This agreement is final.

6. Cooperation and costs

BENTLE agrees to execute all documents necessary to effect the assignment, as and where necessary to comply with applicable local laws. The costs for the assignment are included in the purchase price and PTA shall not receive an extra invoice for these costs.



This agreement has been executed in two copies of which the Parties have taken one each.

Signed in Baar, Switzerland on 1 November 2013

For and on behalf of **Bentle Products AG**



Pius W. Schlumpf, Director

For and on behalf of **PLANT TAPE ALTEA SL**



Pius W. Schlumpf, Administrator