

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2711300

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT								
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE IDENTITY OF ONE OF THE CO-OWNERS, INSERM-TRANSFERT SA previously recorded on Reel 029547 Frame 0675. Assignor(s) hereby confirms the CORRECT CO-OWNER SHOULD BE INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM).								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>CELLVIR</td> <td>12/08/2009</td> </tr> </tbody> </table>		Name	Execution Date	CELLVIR	12/08/2009				
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RECEIVING PARTY DATA									
<table border="1"> <tr> <td>Name:</td> <td>CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (20 PERCENT INTEREST)</td> </tr> <tr> <td>Street Address:</td> <td>3 RUE MICHEL-ANGE</td> </tr> <tr> <td>City:</td> <td>75016 PARIS</td> </tr> <tr> <td>State/Country:</td> <td>FRANCE</td> </tr> </table>		Name:	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (20 PERCENT INTEREST)	Street Address:	3 RUE MICHEL-ANGE	City:	75016 PARIS	State/Country:	FRANCE
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Street Address:	101 RUE DE TOLBIAC								
City:	75013 PARIS								
State/Country:	FRANCE								
PROPERTY NUMBERS Total: 2									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7763254</td> </tr> <tr> <td>Patent Number:</td> <td>8197821</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7763254	Patent Number:	8197821		
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Patent Number:	7763254								
Patent Number:	8197821								
CORRESPONDENCE DATA									

Fax Number: (703)685-0573
Phone: 703-521-2297
Email: lbain@young-thompson.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: ANDREW J. PATCH
Address Line 1: 209 MADISON STREET
Address Line 2: SUITE 500
Address Line 4: ALEXANDRIA, VIRGINIA 22314

NAME OF SUBMITTER:

BENOIT CASTEL

Signature:

/BENOIT CASTEL/

Date:

02/04/2014

Total Attachments: 17

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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CELLVIR	12/08/2009
RECEIVING PARTY DATA	
Name:	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (20 PERCENT INTEREST)
Street Address:	3 RUE MICHEL-ANGE
City:	75794 PARIS
State/Country:	FRANCE
Name:	PARIS DESCARTES UNIVERSITY (10 PERCENT INTEREST)
Street Address:	12 RUE DE L'ECOLE DE MEDECINE
City:	75270 PARIS
State/Country:	FRANCE
Name:	INSERM-TRANSFERT S.A. (20 PERCENT INTEREST)
Street Address:	7 RUE WATT
City:	75013 PARIS
State/Country:	FRANCE
PROPERTY NUMBERS Total: 2	

PATENT**REEL: 032157 FRAME: 0180**

Property Type	Number
Patent Number:	7763254
Patent Number:	8197821

CORRESPONDENCE DATA	
Fax Number:	7036850573
Phone:	703-521-2297
Email:	lbain@young-thompson.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:	ANDREW J. PATCH
Address Line 1:	209 MADISON STREET
Address Line 2:	SUITE 500
Address Line 4:	ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	0512-10045
NAME OF SUBMITTER:	BENOIT CASTEL
Signature:	/BENOIT CASTEL/
Date:	12/31/2012

Total Attachments: 10 source=ASSMT CELLVIR#page1.tif source=ASSMT CELLVIR#page2.tif source=ASSMT CELLVIR#page3.tif source=ASSMT CELLVIR#page4.tif source=ASSMT CELLVIR#page5.tif source=ASSMT CELLVIR#page6.tif source=ASSMT CELLVIR#page7.tif source=ASSMT CELLVIR#page8.tif source=ASSMT CELLVIR#page9.tif source=ASSMT CELLVIR#page10.tif

RECEIPT INFORMATION	
EPAS ID:	PAT2219633
Receipt Date:	12/31/2012
Fee Amount:	\$80

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PATENT

REEL: 032157 FRAME: 0181

PATENT SHARE TRANSFER CONTRACT

No. 05031A10
CNRS Ref. no. L09250

BETWEEN:

CellVir, a Simplified Joint Stock Company registered in the Evry Trade Register under no. B 489 267 898, having its head office at 4 rue Pierre Fontaine – 91000 Evry, represented by its Chairman, Mr Michael Courtney, hereinafter referred to as “**CellVir**”,

ON THE ONE HAND

AND:

The **Centre National de la Recherche Scientifique**, a public scientific and technological establishment, having its head office at 3 rue Michel-Ange - 75794 Paris Cedex 16 – France, SIREN (business registration number) no. 180 089 013, APE code 7219Z, represented by its Director General, Mr Arnold Migus hereinafter referred to as the “**CNRS**”,

And

Paris Descartes University, a public scientific, cultural and professional higher education and research establishment, located at 12 rue de l'Ecole de Médecine - 75270 PARIS Cedex 06, represented by its Chairman, Mr Axel Kahn, hereinafter referred to as the “**University**”,

And

Inserm-Transfert S.A., a Public Limited Company with capital of 4,573,470 Euros, having its head office at 7 rue Watt – 75013 PARIS, represented by the Chairman of its Board of Directors, Cécile Tharaud, acting as a delegated representative of the Institut National de la Santé Et de la Recherche Médicale (hereinafter referred to as “**Inserm**”), a public scientific and technological establishment having its head office at 101 rue de Tolbiac – 75654 PARIS Cedex 13, hereinafter referred to as “**Inserm-Transfert**”,

Inserm-Transfert, the CNRS and the University being hereinafter referred to jointly as the “**Establishments**”,

ON THE OTHER HAND

CellVir, the CNRS, the University and Inserm-Transfert being hereinafter referred to individually as the “**Party**” and jointly as the “**Parties**”,

IT IS HEREBY FIRSTLY STATED THAT:

1. CellVir is a biotechnology company created on 20th of March 2006 under the Innovation and Research Act of the 12th of July 1999, whose activity is aimed at the development and marketing of innovative therapeutic strategies in the field of development of a new generation of anti-viral agents targeting the interactions between viral proteins and cellular cofactors.
2. CellVir is the holder (Hybrigenics having passed on ownership to CellVir by an agreement signed on 29th of March 2006) of patent applications US no. 60/333 346 filed on 26th of November 2001, US no. 60/385 132 filed on 31st of May 2002 and WO no. 03046176 filed on 26th of November 2002 and entitled "*Protein-protein interactions in human immunodeficiency virus*". Hybrigenics having developed the inventions concerned by the aforementioned patents with the CNRS, the UNIVERSITY and Inserm, but having filed the patent applications in its name alone, the PARTIES have agreed that CellVir shall transfer a share of its ownership of the aforementioned patent applications to the CNRS, the University and Inserm.
3. Inserm-Transfert, a privately owned subsidiary of Inserm, and Inserm have entered into a public service delegation contract under which Inserm has delegated to Inserm-Transfert the management of its technology use and transfer missions as resulting from decree no. 83-975 concerning the functioning and organisation of Inserm.

Inserm-Transfert is responsible in particular for exploiting the patents and know-how of which Inserm is the owner or co-owner and therefore for negotiating and signing patent transfer contracts.

AS A RESULT OF WHICH IT HAS BEEN AGREED AS FOLLOWS:

Preliminary article – DEFINITIONS

The term **PATENTS** refers to

- international patent application no. PCT/EP02/13868 filed on 26th of November 2002 under priority of patent applications US no. 60/333 346 filed on 26th of November 2001 and US no. 60/385 132 filed on 31st of May 2002, entitled "*Protein-protein interactions in human immunodeficiency virus*" and citing as inventors Guillaume Blot (Inserm), Clarisse Berlioz-Torrent (Inserm), Stéphane Emiliani (CNRS), Richard Benarous (University), Pierre Legrain (Hybrigenics) and Jean-Christophe Rain (Hybrigenics).
- together with all patents resulting in whole or in part from these applications, all resulting rights, and in particular the corresponding patents together with any continuation application, any divisional application, re-issues, re-examinations and extensions relating thereto

The term **Consulting Firm** refers to the Industrial Property Consulting Firm charged with carrying out all operations linked to the preparation, filing, extension and issuing of the Patents, defending them before a patent office and maintaining them in force.

The term **Effective Date** refers to the last date of signing of this contract by the Parties.

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The term **Procedural Costs** refers exclusively to the direct costs invoiced by the Consulting Firm, by its foreign correspondents, incurred for operations of preparation, filing, extension, issuing and/or maintaining in force of the Patents, or by the service company responsible for recovery of the fixed annual payments. The Procedural Costs do not include subsequent costs incurred in legal procedures for infringement initiated by a Party or the Parties in defence of the patent.

Words used in the singular may be understood in the plural and vice versa.

Article 1 - PURPOSE

By means of this Contract, CellVir transfers fifty percent (50 %) of its right of ownership of the Patents together with fifty percent (50 %) of the right of priority associated with the Patents to the CNRS, the University and Inserm, which accept these shares.

As a result of which, as of the Effective Date the breakdown of the ownership of the Patents and the associated right of priority is as follows:

- CellVir: fifty percent (50 %)
- CNRS: twenty percent (20 %)
- University: ten percent (10 %)
- Inserm: twenty percent (20 %)

Unless stipulated otherwise in a contract for use of the Patents signed between the Parties, the Establishments may not grant any right concerning the Patents, in particular any operating licence, any total or partial transfer, or any right or pledge or lien, to any individual or legal entity.

Article 2 – COMING INTO EFFECT

All clauses of this Contract come into effect on the Effective Date.

Article 3 – INDUSTRIAL PROPERTY

3.1 PROCEDURAL COSTS

As of the Effective Date, the Procedural Costs are paid in their entirety by CellVir and are invoiced to it directly by the Consulting Firm.

3.2 MANAGEMENT

Unless stipulated otherwise in a contract for use of the Patents signed between the Parties, all future intellectual property decisions relating to the validity, issuing, maintaining in force and extensions of the Patents will be taken by CellVir, which will inform the Establishments of these decisions.

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3.3 INFRINGEMENT

Unless stipulated otherwise in a contract for use of the Patents signed between the Parties, in the event of an infringement of a Patent or the Patents by a third party involving acts of infringement before or after the Effective Date, the Parties may take legal action at their own expense against the infringing third party, it being understood that any compensation and damages which may be awarded by the court will be entirely and irrevocably forfeited to them.

Article 4 – FINANCIAL TERMS

This transfer is agreed to and accepted subject to payment of the symbolic sum of €1 ex-VAT (one Euro excluding VAT) for which this document constitutes a receipt.

Article 5 – GUARANTEES

CellVir declares that it is free to use the Patents as it sees fit and in particular that on the day of signing of this Contract no operating licence or transfer has been agreed on the Patents, which are not subject to any pledge or lien.

This transfer is made without any implicit or explicit guarantee other than that of the material existence of the Patents.

Article 6 – WAIVER

The fact that one of the Parties does not take action on a failure by another Party to meet any one of the obligations stipulated in these regulations may not subsequently be interpreted as being equivalent to waiver of the obligation in question.

Article 7 – APPLICABLE LAW - DISPUTES

- 7.1 This Contract is subject to French law.
- 7.2 In the event of difficulties concerning the interpretation or fulfilment of this Contract, the Parties shall endeavour to settle their disagreement amicably.
- 7.3 In the event of a disagreement not settled within three (3) months of the first written notification from one Party to another, the dispute shall be brought before the competent French courts.

Article 8 – REGISTRATION

- 8.1 CellVir shall register this transfer in the National Patent Register, kept by the Institut National de la Propriété Industrielle, and in the national patent registers kept by the national Industrial Property offices concerned by the Patents. The costs of these registrations and of the transfers of rights will be charged to the Establishments, and will be invoiced to them directly by the Consulting Firm.

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8.2 The Establishments shall take responsibility for any tax registration fee associated with this Contract.

Article 9 – ENTIRETY AND LIMITS OF THE CONTRACT

9.1 This Contract expresses all of the obligations of the Parties with respect to the subject matter hereof. No general or specific condition indicated in the documents sent or remitted by the Parties may be incorporated in this Contract.

9.2 This Contract may be modified only by an amendment signed by the duly accredited representatives of the Parties.

9.3 It is specified that the relations which are established between the Parties under this Contract do not confer any rights other than those mentioned herein. It is understood that this Contract does not entail, in particular, transfer to a Party of any rights concerning patents other than the Patents or of any rights not stipulated herein.

Drafted in five (5) original copies in French, including one for each signatory and one for the INPI.

For CellVir

In Paris, on *8th of December 2009*

Signature

Mr Michael Courtney
Chairman

For Inserm-Transfert

In Paris, on *25th of November 2009*

Signature

Mrs Cécile Tharaud
Chairman of the Board of Directors

For the CNRS

In Paris, on **19th OF JANUARY 2010**

Industrial Policy Director

[Stamp of the CNRS]

Signature

Marc J. LEDOUX

Mr Arnold Migus
Director General

For the University

In Paris, on *14th of December 2009*

Signature

Mr Axel Kahn
Chairman

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SHARE AND ASSET PURCHASE AGREEMENT

This SHARE AND ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into on June 29, 2011 by and between:

ITT Germany GmbH, a limited liability company organized and existing under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 87428 ("Seller");

and

ITT Germany Holdings GmbH, a limited liability company organized and existing under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 91057 ("Buyer" and collectively with the Seller, the "Parties").

WITNESSETH:

WHEREAS the Seller and the Buyer are both indirect wholly-owned subsidiaries of ITT Corporation, a corporation organized and existing under the laws of the State of Indiana (the "Parent");

WHEREAS the board of directors of Parent has determined that it is advisable and in the best interest of Parent and its shareholders to effect an internal restructuring involving Parent and certain of Parent's subsidiaries, with the goal of separating Parent's Water & Wastewater, Residential & Commercial Water, Flow Control and Analytics businesses (the "Water Business"), on the one hand and Parent's Defense & Information Solutions business (the "Defense Business") on the other hand, from Parent's other businesses (the "ITT Retained Business") (the "Restructuring"), in preparation for the distribution of such businesses to the shareholders of Parent (the "Distribution");

WHEREAS the Seller is engaged in the Water Business and ITT Retained Business; and

WHEREAS in connection with the Restructuring the Seller desires to sell and transfer to the Buyer certain assets (as defined below) relating to its so-called Jarret business, as well as shares (as defined below) in certain companies upon the terms and subject to the conditions set forth in this Agreement, and the Buyer desires to accept the aforementioned sale and transfer.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

Section 1 – Definitions

- 1.1 Effective Date. For purposes of this Agreement, "Effective Date" means the lapse of July 1, 2011 (*Ablauf des 1. Juli 2011*) at midnight at 24.00 hrs/0.00 hrs (*Mitternachtsgeschäft*) according to rule 59 para. 2 of the General Administrative Rules on Corporate Income Tax (*R 59 Abs. 2 KStR*).
- 1.2 Customer List. For purposes of this Agreement, "Customer List" means the list of customers as set forth in Exhibit A to this Agreement.
- 1.3 Contracts. For the purposes of this Agreement, "Contracts" means all contracts set forth in Exhibit B to this Agreement; whenever a Contract exists in the French and the English language, only the French version is legally binding, while the English version is merely a working translation and is not binding.
- 1.4 IP Rights. For the purpose of this Agreement, "IP Rights" means all patents, trademarks and pending patent applications, know-how and copyright set forth in Exhibit C to this Agreement.
- 1.5 Shares. For the purpose of this Agreement, "Shares" means

a) [REDACTED]

b) [REDACTED]

c) [REDACTED]

d) [REDACTED]

c)



Section 2 – Sale and Purchase of the Assets

Subject to the terms of this Agreement, the Seller hereby sells to the Buyer the following assets with effect as of the Effective Date, and the Buyer hereby accepts the aforementioned sale:

2.1



2.2

2.3 all IP Rights

(all the above listed in section 2.1 – 2.3 are collectively referred to as “Assets”).

Section 3 – Transfer of the Assets

3.1

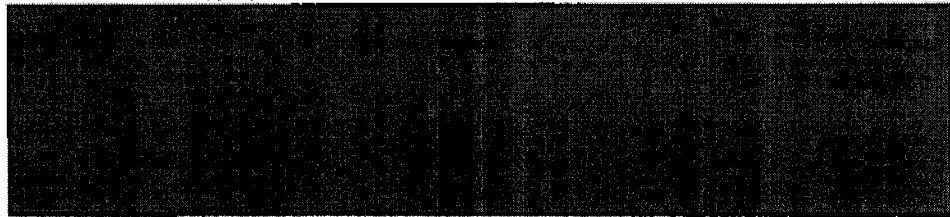


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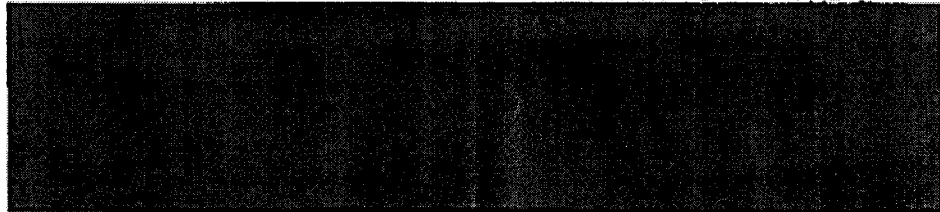
3.3 IP Rights. The Seller hereby assigns (*abtreten*) and transfers to the Buyer, who accepts such assignment and transfer, legal ownership or exclusive rights on commercial exploitation of all IP Rights with effect as of the Effective Date

- a. to the extent any or all of the IP Rights are not assignable under any agreement under which Seller acquired the IP Rights, the Seller hereby grants to the Buyer, which accepts such granting, a fully paid up, exclusive, worldwide, perpetual, irrevocable and transferable license to exploit, in particular but not limited to use, distribute and amend the IP Rights in any known or, as far as legally possible, not yet known kind without any limitation.
- b. the Buyer shall be entitled to assign, license or sub-license any of the IP Rights to third parties without the Seller's consent.

Section 4 - Sale and Purchase of the Shares



Section 5 - Assignment of the Shares



Section 6 - Purchase Price and Payment

6.1



6.2

6.3

6.4

6.5

6.6

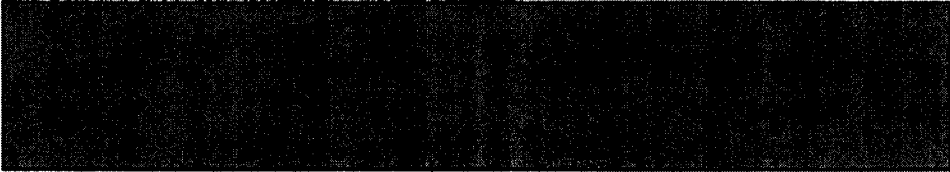
Section 7 – Consent of Enidine Inc. and JARRET S.A.S. to Transfer of certain Contracts

7.1

7.2 Enidine Inc. concluded a Trademark and Patent License Agreement with the Seller on April 23, 2008 ("IP License Agreement"). As Jarret S.A.S. (merged into Koni France S.A.S.) initially had an exclusive license to the rights licensed under the IP License Agreement under a Lease Agreement concluded with the Seller on May 18, 2005 ("Lease Agreement") which was amended by Amendment Agreement dated April 23, 2008 ("Lease Amendment Agreement"), Jarret S.A.S. consented to the conclusion of the IP License Agreement. The IP License Agreement, the Lease Agreement and the Lease Amendment Agreement are also listed in Exhibit B to this Agreement and are thus sold and transferred to the Buyer herein. Koni France S.A.S., in its capacity as legal successor of Jarret S.A.S., has already granted its consent to the sale and transfer of the IP License Agreement, the Lease Agreement and the Lease Amendment Agreement from the Seller to the Buyer. Enidine Inc. has also granted its consent to the sale and transfer of the IP

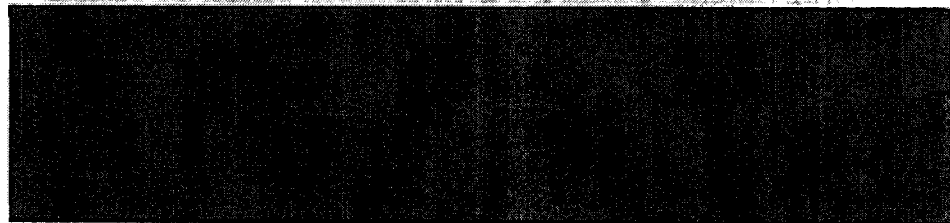
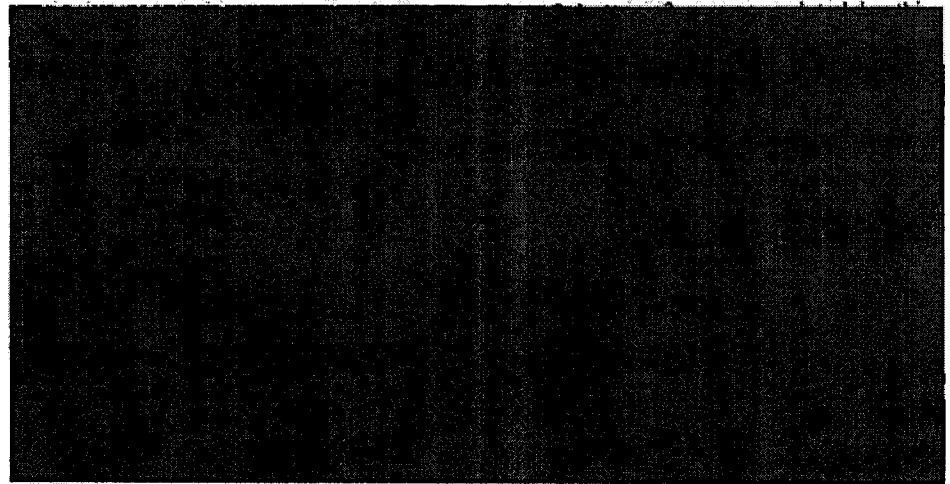
License Agreement from the Seller to the Buyer. Both aforementioned consents are attached to this Agreement as Exhibit F.

7.3

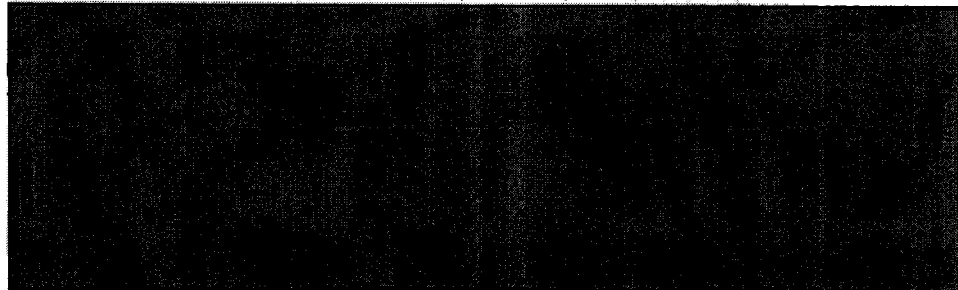


Section 8 – Third Parties and Registration of IP Rights in National Registers

8.1



8.2



- 8.3 The Buyer shall use best efforts to register the transfer of the IP Rights in the respective trademark and/or patent registers. The Seller shall reasonably support the Buyer in such registrations; in particular, the Seller shall make all statements, filings, provide documentation/information and take all other actions required to effect the registrations in the respective registers.

Section 9 – Representation and Warranties

- 9.1 The Seller warrants to the Buyer that the Contracts have been validly concluded and are in full force.
- 9.2 The Seller warrants to the Buyer that the Seller has good and marketable title to the Shares, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that the Seller is free to transfer good and marketable title to said Shares to the Buyer.

9.3



Section 10 – Arbitration

10.1



10.2

10.3

10.4 Subject to the provisions of Section 10 hereof, each of the Parties irrevocably submits to the exclusive jurisdiction of the competent Courts in Frankfurt am Main, Germany.

Section 11 - General Provisions

11.1

11.2

11.3 Governing Law. This Agreement shall be governed by and construed in accordance with German law excluding – to the maximum extent legally possible – conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

11.4 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

11.5 Entire Agreement. This Agreement and each of the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter.

11.6 Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section or schedule, such reference will be to a Section of, or a schedule to, this Agreement unless otherwise indicated.

11.7 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the deed was read aloud to the persons appearing, approved by them,
and personally signed by them and the acting notary as follows:

M. H. O.

H. O.



H. O.
H. O.