

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2779850

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYANCE TYPE previously recorded on Reel 032122 Frame 0673. Assignor(s) hereby confirms the CONVEYANCE TYPE SHOULD BE ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
ENDRA B.V.	04/15/2011
RECEIVING PARTY DATA	
Name:	ORGAPACK GMBH
Street Address:	SILBERNSTRASSE 14
City:	DIETIKON
State/Country:	SWITZERLAND
Postal Code:	8953
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6021711
Patent Number:	8516780
CORRESPONDENCE DATA	
Fax Number:	(312)775-8100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3127758000
Email:	mhmpto@mcandrews-ip.com
Correspondent Name:	MCANDREWS, HELD & MALLOY, LTD.
Address Line 1:	500 W. MADISON STREET
Address Line 2:	34TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	78241US01 - 13135&21116 C
NAME OF SUBMITTER:	ELIGIO C. PIMENTEL
SIGNATURE:	/Eligio C. Pimentel/
DATE SIGNED:	03/21/2014
Total Attachments: 6	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2694166

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	SECURITY AGREEMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>ENDRA B.V.</td> <td>04/15/2011</td> </tr> </tbody> </table>		Name	Execution Date	ENDRA B.V.	04/15/2011		
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Email:	mhmpto@mcandrews-ip.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	ELIGIO C. PIMENTEL						
Address Line 1:	500 W. MADISON STREET						
Address Line 2:	34TH FLOOR						
Address Line 4:	CHICAGO, ILLINOIS 60661						
ATTORNEY DOCKET NUMBER:	78241US01 - 13135 21116						
NAME OF SUBMITTER:	ELIGIO C. PIMENTEL						
Signature:	/Eligio C. Pimentel/						
Date:	01/23/2014						

AGREEMENT OF SALE AND PURCHASE OF BUSINESS (assets and liabilities)

BETWEEN:

Endra B.V., a private company with limited liability, duly incorporated under the laws of the Netherlands, having its registered office in Heesch, the Netherlands, and its office address at Voorste Groes 4, 5384VJ Heesch, the Netherlands, registered at the Commercial Register under number 16024299 ("**Seller**"), hereby lawfully represented by Mr. M.J. De Smedt.

And

Orgapack GmbH, a company with limited liability, duly incorporated under the laws of Switzerland, having its registered office in Switzerland, and having its office address at Silberstrasse 14, 8953 Dietikon, Switzerland, registered at the Commercial Register under number CH-020.4.003.788-8 ("**Purchaser**"), hereby lawfully represented by Mr. Hansruedi Kaiser.

WHEREAS:

- a) Both Seller and Purchaser are engaged in the business of machinery production;
- b) Seller sells and transfers to Purchaser, and Purchaser purchases and acquires from Seller the ENDRA Business, as defined in article 1 hereafter;
- c) Seller has entered into settlement agreements with its personnel on the full and final termination of their employment contracts in view of this transaction;
- d) The Parties wish to lay down in this Agreement the terms and conditions of said sale and purchase of the Assets and Liabilities.

IT IS AGREED AS FOLLOWS:

Article 1. Definitions and Interpretation

1. In this Agreement unless the context otherwise requires the following terms shall have the meanings assigned to them below:
 - "Agreement": this Agreement;
 - "Assets and Liabilities": the assets and liabilities of the ENDRA Business, as sufficiently known to Parties, as a consequence whereof a further description is not deemed necessary by Parties, apart from the Contracts;
 - "Consideration": the consideration for the ENDRA Business;
 - "Contracts": the contracts forming part of the ENDRA Business, as listed in **Attachment I**;

"Effective Date": 1 April 2011;

"ENDRA Business": the business on a going-concern basis of Seller, including but not limited to the Assets and Liabilities, both tangible and intangible, Intellectual Property Rights and the Contracts, all in the state of affairs as per Effective Date.

"Intellectual Property Rights": (i) copyright, patents, know-how, confidential information, database rights, and rights in trade marks and designs (whether registered or unregistered);
(ii) applications for registration, and the right to apply for registration, for any of the same; and
(iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Parties": Seller and Buyer.

2. In this Agreement, unless the context otherwise requires, the singular shall include the plural and vice versa, and the masculine, feminine and neuter genders shall include the others.
3. The headings of the articles to this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement. All references in this Agreement to an article or a paragraph refer to the corresponding article or paragraph of this Agreement unless indicated to the contrary.

Article 2. Sale and Purchase of the Business

1. Seller hereby confirms that it sells the ENDRA Business to Purchaser and Purchaser hereby confirms that it purchases the ENDRA Business from Seller, with effect from the Effective Date.
2. For the avoidance of doubt: the land and buildings of Seller are not included in the Assets and therefore not transferred pursuant to this Agreement.

Article 3. Consideration

The Consideration amounts to \$ 6,900,000.00 (in words: six million and nine hundred thousand dollar), which will be settled between Parties prior to the Effective Date. Seller will fully discharge Purchaser in this respect.

Article 4. Transfer of Business

1. The ENDRA Business will be transferred from Seller to Purchaser and Purchaser shall assume all Liabilities and Seller shall be released from such Liabilities through operation of this Agreement, all with effect as from the Effective Date, and subject to paragraph 2, 3 and 4.
2. Any rights of Seller pursuant to the Contracts vis-à-vis third parties for payment of money or delivery of goods included in the Assets and Liabilities are, as between the Parties, transferred and assigned to Purchaser with effect from the Effective Date. Either party may at any time inform such third party of the transfer and assignment. Insofar as

payments are made to, or goods are delivered to, Seller in execution of the third-party contracts, Seller has transferred and shall transfer such goods and payments to Purchaser upon receipt.

3. Any obligations of Seller pursuant to the Contracts vis-à-vis third parties have been transferred and assigned to Purchaser with effect from the Effective Date. Insofar as payments are to be made or goods are to be delivered by Seller in execution of the Contracts, Purchaser shall perform such contracts. The Parties shall seek the cooperation of the relevant third party to the transfer of the Contracts.
4. The Purchaser is aware of all details in respect of the Assets and Liabilities. Seller accepts no liability for any known or unknown or future defects that attach to, or should attach to, the Assets.

Article 5. Employees

Seller hereby confirms and guarantees that he has no more employees as of the Effective Date or has entered into a full and final settlement agreement with all of its employees. With reference to the aforementioned the Seller hereby also confirms that by execution of the Agreement article 662 et seq. Book 7 of the Dutch Civil Code will have no effect. As a result, Seller will hold Purchaser harmless for all liabilities in this respect.

Article 6. Further Assurances

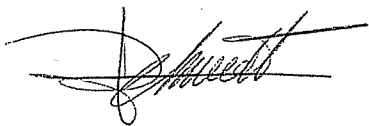
Seller and Purchaser shall fully co-operate to assign and transfer the ENDRA Business, and Purchaser and Seller shall, at first request of the other party perform all legal acts necessary or conducive thereto.

Article 7. Miscellaneous

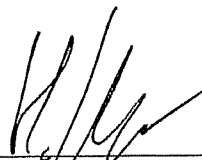
1. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision, and the provision held by to be void or unenforceable will be deemed to be amended to the minimum extent necessary so that it is no longer void or unenforceable and most nearly reflects the intention of the Parties.
2. At any time after the date of this Agreement, each contracting party shall make all reasonable efforts to procure that a necessary third party shall, at the cost of that contracting party, execute such documents and perform such acts as the contracting party may reasonably require for the purposes of giving full effect to all the provisions of this Agreement by which he is bound.
3. No omission or delay on the part of either party in requiring due and punctual fulfilment by the other party of the obligations of such other party as set forth in this Agreement shall be deemed to constitute a waiver by the omitting or delaying party of any of its rights to require due and punctual fulfilment of any other obligation hereunder, or a waiver of any remedy it might have hereunder.
4. This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement,

- discussions and understandings between the Parties hereto in relation to such matters. No amendment, change, or addition hereto shall be effective or binding on either of the Parties unless set forth in writing and executed by duly authorized representatives of each party.
5. Except as otherwise provided herein, each party shall pay all costs and expenses that it may incur with respect to the negotiation, execution, delivery and performance of this Agreement.
 6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.
 7. All notices required or permitted to be given pursuant or in reference to this Agreement shall be in writing and shall be valid and sufficient if sent to the respective office address as mentioned on the first page of this Agreement, or to any other addresses of the Parties, provided the other party has been duly notified of this as an address for notification under this Agreement.
 8. The Parties agree that the sale of the ENDRA Business contemplated in the Agreement is a sale of an entire business division and is therefore exempt from value added tax (BTW).
 9. The validity, construction and performance of this Agreement shall be governed by the laws of the Netherlands.
 10. All disputes arising in connection with the present Agreement, or further agreements resulting there from, shall be brought before the competent Court in The Hague, the Netherlands.

Signed in Zaventem, Belgium on April 15th, 2011



Endra B.V.
Name: M.J. De Smedt
Title: Director



Orgapack GmbH
Name: Hansruedi Kaiser
Title: Geschäftsführer

ATTACHMENT I

To the Agreement on Sale and Purchase of the ENDRA Business between Seller and Purchaser

THE CONTRACTS


PATENT