

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2791081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HID GLOBAL CORPORATION	12/17/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ASSA ABLOY AB	
<b>Street Address:</b>	KLARABERGSVIADUKTEN	
<b>Internal Address:</b>	90	
<b>City:</b>	STOCKHOLM	
<b>State/Country:</b>	SWEDEN	
<b>Postal Code:</b>	111 64	
<b>PROPERTY NUMBERS Total: 68</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	5793403
	Patent Number:	5755519
	Patent Number:	5807461
	Patent Number:	5941522
	Patent Number:	6022429
	Patent Number:	6264296
	Patent Number:	6409872
	Patent Number:	6362893
	Patent Number:	6384854
	Patent Number:	6261012
	Patent Number:	6412991
	Patent Number:	6152625
	Patent Number:	6264774
	Patent Number:	6206589
	Patent Number:	6241332
	Patent Number:	6279901
	Patent Number:	6298783
	Patent Number:	6512594
	Patent Number:	6386772
	Patent Number:	6758470

PATENT

Property Type	Number
Patent Number:	6431540
Patent Number:	6433807
Patent Number:	6543507
Patent Number:	6532032
Patent Number:	6685312
Patent Number:	6536758
Patent Number:	6582141
Patent Number:	6650430
Patent Number:	6694884
Patent Number:	6758616
Patent Number:	6932527
Patent Number:	6729719
Patent Number:	7339690
Patent Number:	6945524
Patent Number:	7430762
Patent Number:	7018117
Patent Number:	7344325
Patent Number:	7037013
Patent Number:	6832866
Patent Number:	6979141
Patent Number:	7237485
Patent Number:	7223031
Patent Number:	7490055
Patent Number:	7290146
Patent Number:	7154519
Patent Number:	7878505
Patent Number:	7620815
Patent Number:	7399131
Patent Number:	7707625
Patent Number:	8099187
Patent Number:	7665920
Patent Number:	7922407
Patent Number:	7767050
Patent Number:	7793353
Patent Number:	8382092
Patent Number:	8646770
Application Number:	11465510
Application Number:	12136892
Application Number:	13520808

**PATENT**

Property Type	Number
Application Number:	11683835
Application Number:	11683710
Application Number:	11683850
Application Number:	11465521
Application Number:	12055913
Application Number:	12116594
Application Number:	13496403
Application Number:	13293595
Application Number:	13895679

**CORRESPONDENCE DATA**

**Fax Number:** (612)334-3312

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6123300592

**Email:** rmiller@wck.com

**Correspondent Name:** BRIAN D. KAUL

**Address Line 1:** 900 SECOND AVE. S. #1400

**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** F12.01-0003

**NAME OF SUBMITTER:** ELIZABETH PETERS

**SIGNATURE:** /Elizabeth Peters/

**DATE SIGNED:** 03/28/2014

**Total Attachments: 14**

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# INTANGIBLE PROPERTY SALE AGREEMENT

## THIS AGREEMENT

Is made effective on 17 December 2013

## BETWEEN

1. **HID Global Corporation**, a company organised and existing under the laws of Delaware, the United States of America, having its business office at 15370 Barranca Parkway, Irvine, CA 92618-2215, USA (hereinafter referred to as "Seller")  
  
and
2. **ASSA ABLOY AB**, a company organised and existing under the laws of Sweden and having its registered office at Klarabergsviadukten 90, 111 64, Stockholm, Sweden (hereinafter referred to as "Buyer").

Seller and Buyer are individually referred to as a "Party" and collectively referred to as "Parties" in the remainder of this Agreement.

## WHEREAS

- (A) The ASSA ABLOY Group is a global supplier of door opening and locking solutions. Buyer is the parent company of the ASSA ABLOY Group and Seller belongs to the HID Division of the ASSA ABLOY Group.
- (B) The ASSA ABLOY Group company Fargo Electronics Inc has developed its own technology and trademarks, both before and after being acquired by the ASSA ABLOY Group.
- (C) Fargo Electronics Inc was merged into HID Global Corporation as of 1 January 2010, such that HID Global Corporation is the successor in interest of the aforementioned company.
- (D) The business of Fargo is related to secure card printers and related products such as ribbons and software.
- (E) Seller has the full ownership of the intangible property related to the Fargo business, including technology, product related know-how, trademarks, and other similar intangibles assets.

- (F) Buyer is determined to be the strategic and designated owner of the intangible property owned by Seller.
- (G) The transfer of the intangible property between the Parties hereunder shall be made in accordance with the arm's length standard, ensured by a third-party valuation.

**NOW THEREFORE:** The Parties agree on the following principles:

**I. Definitions**

- 1.1. As used in this Agreement, the following terms shall have the following meanings.
  - a) "Agreement" shall mean this Intangible Property Transfer Agreement between Seller and Buyer;
  - b) "Effective Date" shall mean 17 December 2013.
  - c) "Products" shall mean the secure printers and related products and systems relating to the Fargo business, and related know-how, employing any of the Intangible Property as defined below, developed and commercialized by Seller up and until the Effective Date.
  - d) "Intangible Property" shall mean all proprietary and confidential technical and commercial knowledge, all intellectual property rights and applications for such rights, all other intangible property, and all materials and documentation, used or needed for the development, manufacture and commercialization of the Products owned by Seller as of the Effective Date, including but not limited to data and information, methods, processes, procedures, techniques, technologies, formulas, formats, templates, specifications and know-how, studies, analyses, reports, drawings, protocols, charts and records, firmware and software and other works of authorship, copyrights, inventions and designs, patents and utility models, common law trademarks and service marks, registered trademarks, trade names and service marks, trademark and service mark applications, customer lists. Seller's registered, trademarks, trade names, and Patents related to the Fargo business are listed in Appendices A and B.
  - e) "Patents" means all filed or registered patents, patent applications and patent rights as set out in Appendix B and including any corresponding convention application or patent originating therefrom.
  - f) "Purchase Price" shall mean the compensation to be paid by Buyer to Seller for the purchase of the Intangible Property.

## **2. Transfer of Intangible Property**

- 2.1. Subject to the terms and conditions of this Agreement, Seller as of the Effective Date sells, transfers and assigns to Buyer, and Buyer as of the Effective Date purchases and accepts the transfer and assignment of Seller's entire Intangible Property, including all interest in, benefit of, and the right to the Intangible Property.
- 2.2. As of the Effective Date, the Intangible Property and all rights and obligations attached thereto shall be for account and risk of Buyer.
- 2.3. If any part of the Intangible Property is subject to a license or other right granted by Seller to a third party and the agreement for such license or right provides for the assignment of such agreement without the prior consent of the third party, Buyer shall replace Seller as a contracting party in connection with the sale, transfer and assignment hereunder.
- 2.4. If any part of the Intangible Property is subject to a license or other right granted by Seller to a third party and the agreement for such license or right does not provide for the assignment of such agreement without the prior consent of the third party, the sale, transfer and assignment hereunder of such part shall be contingent on such third party's consent. In such a case Seller and Buyer shall jointly make all reasonable efforts to obtain the consent of the third party to enable Buyer to replace Seller as a contracting party.
- 2.5. In case the consent of a third party is not obtained for the purpose of the sale, transfer and assignment of a part of the Intangible Property subject of the grant of a license or other right by Seller, only the beneficial ownership to such part shall be subject of the transfer while the legally registered ownership shall for time being remain with Seller to be administrated on behalf of and at the cost of Buyer until Buyer requests a transfer thereof.
- 2.6. The Parties covenant and agree that Buyer will grant to Seller a non-exclusive license for the use of the transferred Intangible Property. Details of the license have been negotiated in good faith and will be effectuated in a separate agreement.

## **3. Purchase Price**

- 3.1. The arm's length Purchase Price paid by Buyer to Seller for the Intangible Property shall be seventy-two million two hundred thousand US dollars (\$ 72,200,000).
- 3.2. The arm's length purchase price is based on the arm's length value of the Intangible Property established through a third-party valuation of the transferred Intangible Property.

- 3.3. The consideration shall be reviewed annually, for the initial five (5) calendar years after the effective date of this Agreement, by the Parties no later than one hundred eighty (180) days following the end of each year to ensure that the purchase price, as specified above in Article 3.1, continues to reflect the arm's length value of the Intangible Property transferred to Buyer under the terms of this Agreement.
- 3.4. The Purchase Price shall be paid in full on the Effective date of this Agreement by Buyer to Seller.
- 3.5. Should the Purchase Price require an adjustment in either direction, in accordance with Article 3.3 above, any additional required payments, by either Party, shall be paid in full within 30 days after the day when such required adjustment has become known to the Parties.
- 3.6. In the event the consideration is adjusted by any government fiscal authority, the Parties shall make appropriate collateral adjustments in accordance with applicable regulations to be settled at such time as the government adjustment becomes final (including the resolution of any competent authority proceedings that may be initiated).

#### **4. Registration and Materials**

- 4.1. Seller undertakes to co-operate with and assist Buyer in connection with any registrations of the Intangible Property in the name of Buyer subsequent to the transfer, and to deliver such forms, authorisations and other documents as may be required by the relevant authorities.
- 4.2. Any and all registration fees and other costs relating to the sale, transfer and assignment hereunder shall be at the expense of Buyer.
- 4.3. Seller shall keep all registration certificates, files, records, reports, descriptions, drawings and other materials in whatever form relating to the Intangible Property in its safe custody until Buyer gives other instructions to Seller.
- 4.4. Payment of ongoing fees, if any, for maintenance of registered intellectual property, pending applications, other registrations, etc. forming part of the Intangible Property shall after the Effective Date be on behalf of and at the expense of Buyer.

#### **5. Warranties**

- 5.1. Seller warrants that the sold Intangible Property is the same as that which is being used by Seller, as of the Effective Date, in the development and commercialization of the Products.
- 5.2. Seller warrants that Seller is in fact the legal, economic, and beneficial owner of the Intangible Property.

- 5.3. Seller warrants that Seller has no reason to believe that any of the Intangible Property or the use thereof either infringes upon any rights of a third party or that any of the Intangible Property is infringed upon by a third party.

## **6. Indemnification**

- 6.1. Seller warrants that it will indemnify Buyer for any costs resulting from any third party having better right to any part of the Intangible Property transferred from Seller to Buyer under this Agreement.
- 6.2. Under this Agreement, the liability of the Parties for a material breach of the terms herein shall be limited to cases of gross negligence and/or wrongful intent.
- 6.3. Any claim by a Party for an indemnification by the other Party for a non-fulfilment of an obligation or a breach of a warranty hereunder by that other Party shall be made within reasonably prompt time after the claiming party becoming aware of such non-fulfilment or breach and in no event later than twelve (12) months after the date of this Agreement.
- 6.4. In no event shall either of the Parties be liable to the other Party for any special, incidental, indirect, consequential, exemplary or punitive damages even if the defaulting Party has been advised of, or is otherwise aware of, the possibility of any such damages.

## **7. Withholding Taxes and Related Matters.**

- 7.1. Any withholding or related tax or other obligations relating to the payments due under the terms of this Agreement shall be complied with by the Parties and shall not alter the amount of the obligation of Buyer under Article 3 above. Buyer shall provide Seller with any and all tax receipts received by Buyer from its payment of any local withholding tax, if any.

## **8. Confidentiality**

- 8.1. Except for any agreements between the Parties to the contrary and except such disclosures to government agencies as may be required by mandatory law or regulation regarding public disclosure, any Intangible Property, which by its nature is confidential, shall be kept by Seller in strict confidence and in a safe place and Seller shall not disclose such information to any third party.
- 8.2. Before making any public disclosure of confidential information, Seller or Buyer, as the case may be, shall inform the other Party and shall provide the proprietor of such information the opportunity to have such governmental agency respect the confidentiality obligation of this Agreement.



**9. Binding agreement**

- 9.1. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**10. Assignment**

- 10.1. Neither this Agreement nor any of the rights, interests or obligations shall be transferred, delegated or assigned, by operation of law or otherwise, by either Party hereto outside the scope of this Agreement without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void.

**11. Notice**

- 11.1. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made upon being delivered either by courier or fax delivery to the Party for whom it is intended, provided that a copy thereof is deposited, postage prepaid, certified or registered mail, return receipt requested, in the mail, bearing the address as stated in the Preamble of this Agreement for such Party.

**12. Entire Agreement**

- 12.1. This Agreement and any Appendices and Exhibits hereto constitutes the entire agreement and understanding between the Parties hereto and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the Parties with respect to the subject matter hereof. This Agreement may not be altered, modified, amended, waived or otherwise changed except by supplemental written agreement signed by duly authorised representatives of both Parties.

**13. Headings and Interpretation**

- 13.1. The division of this Agreement into separate articles and insertion of headings shall not affect in any way the interpretation or construction of the provisions of this Agreement.
- 13.2. Each reference in this Agreement to an Article, Section, Appendix or Exhibit, unless otherwise indicated, shall mean an Article or a Section of this Agreement or an Appendix or Exhibit attached to this Agreement, respectively.

**14. Severability**

- 14.1. If any term or other provision of this Agreement is held invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions and any remainder of the provision in question shall not in any way be affected or impaired thereby, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

**15. Governing Law and Dispute Resolution**

- 15.1. This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 15.2. Any dispute, controversy or claim arising out of or by virtue of this Agreement or any breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce. The rules for Expedited Arbitrations shall apply. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

**16. Waiver**

- 16.1. Any failure by any of the Parties hereto to comply with any of the obligations, terms or conditions set forth herein may be waived by the other Party, provided, however, that any such waiver shall not be deemed a waiver of any other obligation, term or condition herein.

**17. Expenses**

- 17.1. Each Party shall pay the fees and expenses of its counsel, accountants, experts, other representative and all other expenses incurred by any of the Parties incident or relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby, and the performance by it of its obligations hereunder, except as otherwise expressly provided herein.

**18. Remedies Cumulative**

- 18.1. Except as otherwise expressly provided herein, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law.

**19. No Third Party Beneficiaries**

- 19.1. The Parties hereby agree that there are no third party beneficiaries to this Agreement.

**20. Counterparts**

20.1. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

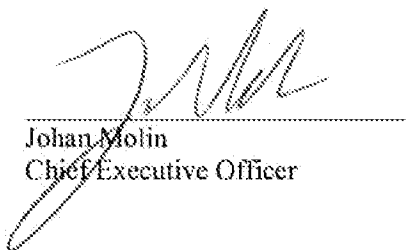
**IN WITNESS THEREOF** the Parties hereto have entered into this Agreement on 17 December 2013

For **HID Global Corporation**



\_\_\_\_\_  
Denis R. Hébert  
President & Chief Executive Officer

For **ASSA ABLOY AB**



\_\_\_\_\_  
Johan Molin  
Chief Executive Officer



\_\_\_\_\_  
Carolina Dybeck Happe  
Chief Financial Officer

## APPENDIX A – TRADEMARKS AND TRADE NAMES

The following registered trademarks and trade names as well as ongoing registration applications related to the Fargo business assigned to and owned by HID Global Corporation are transferred and assigned to ASSA ABLOY AB through this Intangible Property Sale Agreement:

Mark	Jurisdiction	Number	Status
CARDJET	US	76/398,583	Registered
DTC	US	76/037,982	Registered
FARGO	AU	723603	Registered
FARGO	CA	769,659	Registered
FARGO	CN	95077085	Registered
FARGO	DL	39524961.9	Registered
FARGO	DL	F 43 866/9 W	Registered
FARGO	DE	1900600	Registered
FARGO	FR	95575971	Registered
FARGO	FR	94516129	Registered
FARGO	UK	1544873	Registered
FARGO	HK	95 07285	Registered
FARGO	IT	MI2005C006244	Registered
FARGO	KR	94-8072	Registered
FARGO	KR	95-344	Registered
FARGO	SG	S/5419/95	Registered
FARGO	US	74/612,034	Registered
HDP	CA	1,032,007	Registered
HDP	CN	9900121442	Registered
HDP	CTM (EU)	1343649	Registered
HDP	SG	T99/11464D	Registered
HDP	US	75/682,670	Registered
IMPRESSA	CA	830,996	Pending
IMPRESSA	ES	2063397	Pending
PERSONA	AU	700647	Registered
PERSONA	BR	827389850	Registered
PERSONA	CA	1,254,150	Registered
PERSONA	UK	2024261	Registered
PERSONA	MX	721120	Registered
PERSONA	US	78/923,400	Registered
PERSONA	VE	7651/2005	Pending
PERSONA (STYLIZED)	DE	39518872.5	Registered
PERSONA (STYLIZED)	ES	1963424	Registered
PERSONA (STYLIZED)	FR	95570349	Registered

PERSONA (STYLIZED)	HK	95 5164	Registered
PERSONA (STYLIZED)	IT	M195C004558	Registered

**APPENDIX B – PATENTS AND PENDING PATENT APPLICATIONS**

The following registered Issued Patents and Patent applications related to the Fargo business assigned to and owned by HID Global Corporation are transferred and assigned to ASSA ABLOY AB through this Intangible Property Sale Agreement:

<b>Issued Patents</b>			
<b>PATENT NUMBER</b>	<b>COUNTRY</b>	<b>DATE FILED</b>	<b>APPLICATION NUMBER</b>
US5793403	US	25-jan-1996	US19960591694
US5755519	US	04-dec-1996	US19960759373
US5807461	US	06-maj-1997	US19970851637
US5941522	US	13-maj-1997	US19970854969
CN1075774	CN	02-dec-1997	CN19971091890
KR0343602	KR	02-dec-1997	KR19970343602
CN1234537	CN	11-maj-1998	CN19988004918
DE69820255	DE	11-maj-1998	DE19986020255
EP0983148	ES	11-maj-1998	EP19980921097
EP0983148	FR	11-maj-1998	EP19980921097
EP0983148	GB	11-maj-1998	EP19980921097
US6022429	US	03-aug-1998	US19980128316
CN1101752C	CN	23-okt-1998	CN19988010360
US6264296	US	23-okt-1998	US19980178455
US6409872	US	06-nov-1998	US19980188396
US6362893	US	05-mar-1999	US19990263343
US6384854	US	07-maj-1999	US19990306860
US6261012	US	10-maj-1999	US19990310077
US6412991	US	10-maj-1999	US19990309391
US6152625	US	27-jul-1999	US19990361618
US6264774	US	23-aug-1999	US19990379417
US6206589	US	24-sep-1999	US19990406276
US6241332	US	20-okt-1999	US19990421711
US6279901	US	29-okt-1999	US19990430601
US6298783	US	29-okt-1999	US19990430714
US6512594	US	05-jan-2000	US20000477970
CN1128720	CN	21-jan-2000	CN20008002852
DE60042395D	DE	21-jan-2000	009116260
EP1145164	FR	21-jan-2000	009116260
EP1145164	GB	21-jan-2000	009116260
ES2330915T	ES	21-jan-2000	009116260
US6386772	US	21-jan-2000	US20000489591
CN1126665	CN	09-maj-2000	CN20008000967
DE60004154	DE	09-maj-2000	DE20006004154T
EP1098769	FR	09-maj-2000	EP20000930523

EP1098769	IT	09-maj-2000	EP20000930523
KR0768730	KR	09-maj-2000	KR20070768730
US6758470	US	27-jun-2000	US20000604214
CN1157299	CN	26-jul-2000	CN20008001536
KR0407053	KR	26-jul-2000	KR20000407053
US6431540	US	28-jul-2000	US20000627524
US6433807	US	31-okt-2000	US20000702930
US6543507	US	26-jan-2001	US20010771028
US6532032	US	23-feb-2001	US20010792300
US6685312	US	25-maj-2001	US20010866309
US6536758	US	28-sep-2001	US20010967501
US6582141	US	18-dec-2001	US20010025842
US6650430	US	19-dec-2001	US20010025035
US6694884	US	08-feb-2002	US20020071554
HK1042142	HK	16-apr-2002	HK20020102857
US6758616	US	19-apr-2002	US20020126427
US6932527	US	19-apr-2002	US20020126441
US6729719	US	20-jun-2002	US20020175766
US7339690	US	20-jun-2002	US20020176096
US6945524	US	05-sep-2002	US20020235340
US7430762	US	21-feb-2003	10372011
CN100354884	CN	28-feb-2003	CN20038009815
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US7707625	US	29-mar-2006	US20060391
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