

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3025991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLOBAL BLUE HOLDINGS AB	07/31/2014
RECEIVING PARTY DATA	
Name:	GLOBAL BLUE SA
Street Address:	CRASSIER 7
City:	EYSINS
State/Country:	SWITZERLAND
Postal Code:	1262
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7983966
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5128538800
Email:	dkramer@intprop.com
Correspondent Name:	MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZE
Address Line 1:	1120 SOUTH CAPITAL OF TEXAS HIGHWAY
Address Line 2:	BUILDING 2, SUITE 300
Address Line 4:	AUSTIN, TEXAS 78746
ATTORNEY DOCKET NUMBER:	6468-00400
NAME OF SUBMITTER:	DEAN M. MUNYON
SIGNATURE:	/Dean M. Munyon/
DATE SIGNED:	09/17/2014
Total Attachments: 7	
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PATENT

PATENTS ASSIGNMENT AGREEMENT

This patents assignment agreement (the "Agreement") has been made by and between:

1. Global Blue Holdings AB, ("Seller"), with address at Östergårdsgatan 7, Box 200, 431 23 Mölndal, Sweden; and
 2. Global Blue SA, ("Buyer") with address at Route de Crassier 7, 1262 Eysins, Switzerland,
- (each a "Party" and collectively the "Parties").

The Parties have agreed as follows:

1. BACKGROUND

The Seller and the Buyer have agreed that the Seller shall assign the patent rights, and Know-how, for the Patents (collectively the "Patent Rights").

2. DEFINITIONS

- 2.1 In this Agreement the following words and expressions shall have the following meanings:

"Effective Date" means 1 April 2013;

"Know-how" means such existing know-how (including but not limited to notes, techniques, processes, experimentation results, drawings, models, prototypes, designs, computer software, technical information and data, and calculations) which is owned by Seller at the date hereof relating to the invention(s) described in, or related to, the Patents.

"Patents" means the patents (including abandoned) and patent applications, described in Schedule 1.

- 2.2 Other capitalised words and expressions have in this Agreement the respective meaning ascribed to them elsewhere in this Agreement.

3. ASSIGNMENT

- 3.1 The Seller hereby assigns, to the Buyer, the Seller's entire right, title and interest in the Patent Rights (including the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements in the Patent Rights, whether committed before or after the date of this Agreement).

- 3.2 Upon the Buyer's request, the Seller undertakes to deliver the files for the Patent Rights (including but not limited to patent application documentation, official communications, warning letters in which the Patent Rights have been referred to).

- 3.3 The Seller furthermore undertakes to execute and deliver, free of charge, any documents, forms and authorisations or provide any other assistance which can reasonably be required for the recording of the assignment of the Patent Rights to the Buyer.
- 3.4 Each Party bears its own costs in transfer of rights. The Buyer shall bear the official fees in connection with the recording of the assignment at WIPO, EPO and national patent and registration offices as well as any other costs for maintaining the Patent Rights as from the date of execution of this Agreement.
- 3.5 After the Patent Rights have been assigned to the Buyer, the Buyer may in its sole discretion and without limitation transfer, license or otherwise dispose of the Patent Rights.
- 3.6 After the Patent Rights have been assigned the Seller shall immediately cease any and all use of the Patent Rights.
- 3.7 The Seller shall not, and shall see to that no affiliate of the Seller will, use or register the Patent Rights or any technology that relates to the inventions that the Patents cover. The Seller shall not, and shall see to that no affiliate of the Seller, contests the validity, or institute action for cancellation of any of the Patent Rights.

4. REMUNERATION AND PAYMENT

- 4.1 The Buyer shall pay EUR 108.279,00. to the Seller for the Patent Rights. The Buyer shall make the payment at the Effective Date of this Agreement to the Seller's bank in accordance with the Seller's instructions.
- 4.2 The Buyer shall pay the purchase price as stipulated in Section 4.1 above and simultaneously the title to the Patent Rights shall pass from the Seller to the Buyer and have retroactive effect as of the Effective Date.

5. THE WARRANTIES OF THE SELLER

The Seller warrants that:

- (i) the Seller is the sole owner and registered holder of the Patent Rights;
- (ii) the Seller has full power and authority to assign the Patent Rights and that the assignment of the Patent Rights are not otherwise subject to the consent of any third party;
- (iii) All applicable fees have been paid and all other actions or measures required by the relevant patent and registration authorities to maintain the Patent Rights have been duly and timely taken;
- (iv) no licenses, options, pledges or privileges of whatever nature have been granted to any third party with respect to the Patent Rights and the Seller assigns to the Buyer the Patent Rights without any restrictions, reservations or limitations whatsoever;

- (v) the Seller holds no other technology that relates to the inventions that the Patent Rights cover which would be infringed by the use of the Patent Rights;
- (vi) to the best of the Seller's knowledge, there is no third party right in the countries where the Patent Rights are registered which would be infringed by the use of the Patent Rights;
- (vii) to the best of the Seller's knowledge no third party has interfered with, infringed upon, misappropriated or violated the Patent Rights;
- (viii) the Patent Rights are not mortgaged assets nor subject to any other form of security; and
- (ix) that, to the best of the Seller's knowledge, there are not any pending proceedings in any court, arbitration tribunal or other public authority, any claims from any third party which directly or indirectly affects the Patent Rights and to the best of the Seller's knowledge there are no circumstances which could give rise to any such litigations, proceedings or claims.

6. INDEMNIFICATION

If any of the Seller's Warranties is incorrect or if the Seller otherwise breaches this Agreement, the Seller shall compensate the Buyer with an amount corresponding to the loss suffered by the Buyer as a consequence of the facts or circumstances giving rise to such incorrectness or breach.

7. MISCELLANEOUS

7.1 Confidentiality

All information which is not publically available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with this Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

7.2 Amendments

Changes and additions to this Agreement, including to this Section 7.2, must be in writing and duly executed by the Parties.

8. NOTICES

All correspondence and notifications pursuant to this Agreement shall be in writing in the English language and shall be deemed to have been duly received (i) on the day of delivery, if delivered personally, (ii) on the next business day in the place to which it is sent, if sent by fax (with confirmation by the transmitting fax machine of complete transmission obtained), (iii) on the second business day after sending, if sent by reputable overnight courier (with delivery receipt obtained), (iv) on the fifth business day after sending, if sent by registered or certified mail or (v) on the next business day after sending, if sent by e-mail (with delivery receipt obtained), to the address, fax number or e-mail of the recipient set forth below (or to such other address, fax number or e-mail of the recipient notified to the sender by the recipient for the purpose of this Agreement):

If to the Seller to:

Global Blue Holdings AB, Box 200, 431 23 Mölndal, Sweden

If to the Buyer to: Global Blue SA, Route de Crassier 7, 1262 Eysins, Switzerland.

9. DISPUTES

Any dispute arising in connection with this Agreement shall be referred to the competent court in Geneva, Switzerland.

10. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

This Agreement has been entered into in two copies, of which each Party has taken one.

Place: Göteborg

Place: Eysins

Date: 31 July 2014

Date: 31 July 2014

GLOBAL BLUE HOLDINGS AB

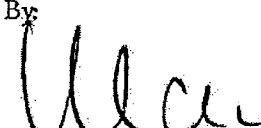
GLOBAL BLUE SA

By:

By:



Johan Grönberg



Philipp Mariser

Director

Director

SCHEDULE 1 - PATENTS

Global Blue TFS Patent Matters							
GB Reference	DYC Ref.	Country	Official No.	Application Filing Date	Patent No.	Registration Date	Applicant
TFS9998.SG	P031718SG	Singapore	200406183-4	25/10/2004	111251	29/02/2008	Global Blue Holdings AB
TFS9999.SG	P031721SG	Singapore	200403916-0	22/06/2004	115712	28/11/2005	Global Blue Holdings AB
TFS0003.SG	P031720SG	Singapore	200505454-9	10/03/2004	116019	30/08/2006	Global Blue Holdings AB
TFS0003.US	P031720US	United States of America	10/547,310	10/03/2004	7,983,966	19/07/2011	Global Refund Holdings AB
TFS0005.EP	P033162EP	European Patent Office	09729760.0	07/04/2009			Global Refund Holdings AB
TFS0005.SG	P033162SG	Singapore	201006175-2	07/04/2009	164152	14/10/2013	Global Refund Holdings AB
TFS0006.AR	P035909AR	Argentina	P20100100654	04/03/2010			Global Blue Holdings AB
TFS0006.EP	P035909EP	European Patent Office	10707512.9	03/03/2010			Global Blue Holdings AB
TFS0006.JP	P035909JP	Japan	2011-552436	03/03/2010			Global Blue Holdings AB
TFS0006.KR	P035909KR	Republic of Korea	10-2011-7023296	03/03/2010			Global Blue Holdings AB
TFS0006.LB	P035909LB	Lebanon	8937	24/02/2010	8937	02/07/2012	Global Blue Holdings AB
TFS0006.SG	P035909SG	Singapore	201106289-0	03/03/2010	174194	15/03/2013	Global Blue Holdings AB
TFS0006.US	P035909US	United States of America	13/254,257	03/03/2010			Global Blue Holdings AB

SCHEDULE 1 - PATENTS

Global Blue TFS Patent Matters		Country		Official No.		Application Filing Date		Patent No.		Registration Date		Applicant	
GB Reference	DYC Ref.												
TFS0013.EP	P044213EP	European Patent Office		11721540.0	26/05/2011								Global Blue Holdings AB
TFS0013.WO	P044213JP	Japan		2013-511683	26/05/2011								Global Blue Holdings AB
TFS0013.KR	P044213KR	Republic of Korea		10-2012-7033899	26/05/2011								Global Blue Holdings AB
TFS0013.SG	P044213SG	Singapore		201103817-1	26/05/2011			176405		15/04/2014			Global Blue Holdings AB
TFS0015.AU	P040301AU	Australia		2011257210	26/05/2011								Global Blue Holdings AB
TFS0015.EP	P040301EP	European Patent Office		11725885.5	26/05/2011								Global Blue Holdings AB
TFS0015.JP	P040301JP	Japan		2013-511682	26/05/2011								Global Blue Holdings AB
TFS0015.KR	P040301KR	Republic of Korea		10-2012-7033900	26/05/2011								Global Blue Holdings AB
TFS0015.SG	P040301SG	Singapore		201103804-9	26/05/2011			176403		30/01/2014			Global Blue Holdings AB
Global Blue FTG Patent Matters													
FTG0018.WO	P046023PCT	Patent Cooperation Treaty		PCT/EP2013/053328	20/02/2013								Global Blue Holdings AB
FTG0018.SG	P046023SG	Singapore		201201227-4	21/02/2012			193041		17/03/2014			Global Blue Holdings AB
FTG0018.TW	P046023TW	Taiwan		102106048	21/02/2013								Global Blue Holdings AB