

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3054482

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SALE AND PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VITRO EUROPA LTD.	01/09/2008
RECEIVING PARTY DATA		
Name:	COMPANIA VIDRIERA, S.A. DE C.V.	
Street Address:	MAGALLANES ORIENTE NO. 517	
Internal Address:	COLONIA TREVINO	
City:	MONTERREY (NUEVO LEON)	
State/Country:	MEXICO	
Postal Code:	64570	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	5637128	
Patent Number:	5656051	
Patent Number:	5807419	
Patent Number:	6070524	
Patent Number:	6797746	
Patent Number:	5125496	
Patent Number:	D451758	
CORRESPONDENCE DATA		
Fax Number:	(212)949-9190	
<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:	212-949-9022	
Email:	sortiz@lawabel.com	
Correspondent Name:	ABELMAN, FRAYNE & SCHWAB	
Address Line 1:	666 THIRD AVENUE, 10TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10017-5621	
ATTORNEY DOCKET NUMBER:	5992439	
NAME OF SUBMITTER:	JAY S. CINAMON	
SIGNATURE:	/Jay S. Cinamon/	
DATE SIGNED:	10/07/2014	

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Total Attachments: 7

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Sales and Purchase Agreement

between

Vitro Europa Ltd., Route André Piller 33a, 1762 Givisiez, Switzerland

(hereinafter "Seller")

and

Compañía Vidriera, S.A. de C.V., Magallanes 517, Colonia Treviño, 64570 Monterrey, N.L., Mexico

(hereinafter "Purchaser")

regarding

Intellectual Property Rights of Vitro Europa Ltd.

RECITALS

- A. **WHEREAS**, Seller is a company duly established and existing in accordance with the laws of Switzerland;
- B. **WHEREAS**, Purchaser is a company duly established and existing in accordance with the laws of Mexico;
- C. **WHEREAS**, Seller desires to sell and Purchaser desires to purchase certain intellectual property rights owned by Seller;
- D. **WHEREAS**, the extraordinary shareholders' meetings of Seller held on 10 December 2007 and 9 January 2008 approved the sale of said intellectual property from Seller to Purchaser.

NOW, THEREFORE, the parties hereby agree as follows:

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I.

Sale and Purchase of Intellectual Property Rights

1. Sale and Purchase of Intellectual Property Rights

- 1.1 Seller hereby sells and Purchaser hereby purchases the intellectual property rights owned by Seller as more specifically defined in Annex A hereto (hereinafter "IP-Rights").
- 1.2 This sale and purchase shall be and become effective as per 1 January 2008.

II.

Purchase Price and Payment

2. Purchase Price

- 2.1. The purchase price to be paid by Purchaser to Seller for the purchase of the IP-Rights shall be CHF 24,411,812 (twenty four million four hundred and eleven thousand eight hundred and twelve Swiss Francs; hereinafter: "Purchase Price").
- 2.2. The Purchase Price was fixed based on the valuation letter of Baker & McKenzie dated 5 December 2007 attached hereto as Annex B.

3. Payment

The Purchase Price shall become due and payable and shall be paid by Purchaser to Seller, to the account indicated by Seller, within thirty (30) calendar days from the date of the signature of this Agreement.

III.

Registration of the IP-Rights

4. Seller shall, upon demand of Purchaser, deliver to Purchaser any and all information, declarations, confirmations or similar documents and undertake all reasonable acts that may be necessary for the worldwide registration of the IP-Rights in the name of Purchaser.

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IV.

Representations and Warranties

5. Representations and Warranties of Seller

5.1. Seller hereby represents and warrants that the following is true and correct in all material respects as of the date of the signing of this Agreement:

a) Due authorizations

- i) Seller is a corporation duly organized and validly existing under the laws of Switzerland and has the corporate power and authority to execute and perform this Agreement.
- ii) The execution and performance of this Agreement by Seller does not constitute any breach of, or otherwise conflict with, any law, rule or regulation, any corporate document or any material agreement to which Seller is a party.
- iii) The execution and performance of this Agreement and the consummation of the transaction contemplated herein does not require any registration or filing by Seller or any permit or approval by any governmental or regulatory body, agency or authority, with the execution of the registration of the IP-Rights in the name of Purchaser with the competent registers and/or authorities.

b) IP-Rights

5.2. Seller has full, unrestricted and unencumbered title to and possession of all IP-Rights sold to Purchaser hereunder. Seller does not make any representations and warranties, whether express or implied, other than those expressly set forth in this Agreement.

6. Representations and Warranties of Purchaser

6.1. Purchaser hereby represents and warrants that the following is true and correct in all material respects as of the date of the signing of this Agreement:

a) Due authorizations

- i) Purchaser is a corporation duly organized and validly existing under the laws of Mexico and has the corporate power and authority to execute and perform this Agreement.
- ii) Purchaser has obtained all corporate resolutions necessary in order to enter into this Agreement and purchase the IP-Rights.
- iii) The execution and performance of this Agreement by Purchaser does not constitute any breach of, or otherwise conflict with, any law, rule or regulation, any corporate document or any material agreement to which Purchaser is a party.

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iv) The execution and Performance of this Agreement and the consummation of the transaction contemplated herein does not require any registration or filing by Purchaser or any permit or approval by any governmental or regulatory body, agency or authority, with the exception of the registration of the IP-Rights in the name of Purchaser with the competent registers and/or authorities.

b) Solvency of Purchaser

Purchaser is solvent and has obtained or secured sufficient funds to reimburse the Loan pursuant to the terms and conditions of the Loan Agreement.

V.

Survivals and Remedies

7. Validity of Representations and Warranties

Claims relating to any inaccuracy or breach of the representations and warranties shall have validity for a period of one (1) year following the signing of this Agreement.

8. Limitation of Liability

8.1 Any liability of Seller for defects of title of the IP-Rights beyond the representations, warranties and obligations expressly assumed by Seller in this Agreement shall be excluded.

8.2 The liability of Seller for breach or inaccuracy of representations and warranties in this Agreement shall be excluded to the extent that the breach or the inaccuracy of the representation and warranty was or should have been known to the Purchaser or its representatives.

8.3 In the case of any inaccuracy or breach of representations and warranties, the party in breach shall put the other party in a position as if the respective representations and warranties were correct. If this is factually not possible, the other party shall have the right to request the payment of damages resulting from such inaccuracy or breach.

8.4 Every right of rescission (*Wandelung* or *Rücktritt*) shall be excluded.

VI.

Miscellaneous

9. Notices

Any notices to be given under this Agreement shall be given by registered mail or telecopier (with proof of delivery) to the following addresses of the Parties

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To Seller:

Vitro Europa Ltd
Route André Piller 33a
1762 Givisiez
Switzerland

Telecopier: ++ 41 (26) 460-3010
Attention: Jaime Rico Garza

To Purchaser:

Compañía Vidriera, S.A. de C.V.
Magallanes 517
Colonia Treviño
64570 Monterrey, N.L.
México

Telecopier: ++ 52 (81) 8863-1515
Attention: Javier Arechavaleta Santos
Legal Department

10. Modifications and Amendments

Any modification or amendment of this Agreement, as well as any declaration to be made hereunder, shall only be valid if made in writing unless a stricter form is required by law.

11. Severability

If a provision of this Agreement should be or become invalid or incomplete, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provision shall be replaced by or the Agreement shall be amended with a legally valid arrangement which comes as closely as possible to the intention of the parties or what would have been the intention of the parties according to the aim and purpose of this Agreement if the parties had been aware of the invalid provision or the lack of the necessary regulation.

12. Annexes

The Annexes to this Agreement shall form an integral part of this Agreement.

13. Applicable Law and Jurisdiction

13.1 This Agreement shall be exclusively governed by Swiss law, excluding conflicts of laws.

13.2 Exclusive place of jurisdiction for any problems arising out of or in connection with this Agreement shall be at the registered office of Purchaser in Switzerland.

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14. Execution

This Agreement shall be signed in two (2) originals, one for each party. It may be signed in counterparts.

Signatures:

Place and date:

Seller:
Vitro Europa Ltd.



Name: Jaime Rico Garza
Title: Chairman of the Board

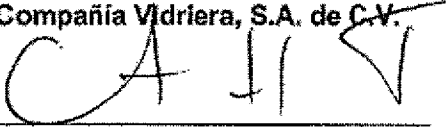
Zollikon, Switzerland, 9 January 2008



Patricia Guerra
Title: Member of the Board

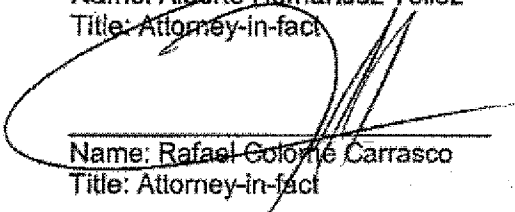
Zollikon, Switzerland, 9 January 2008

Purchaser:
Compañía Vidriera, S.A. de C.V.



Name: Alberto Hernández Tellez
Title: Attorney-in-fact

Garza García, N.L. México, 9 January 2008



Name: Rafael Colomé Carrasco
Title: Attorney-in-fact

Garza García, N.L. México, 9 January 2008

SCHEDULE A

	US Patent Application No.	Current Owner	New Owner
1	5,637,128	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
2	5,656,051	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
3	5,807,419	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
4	6,070,524	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
5	6,797,746	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
6	5,125,496	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.
7	D451,758	Vitro Europa Ltd.	Compañia Vidriera, S.A. de C.V.