

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3054942

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PURCHASE AND SALE CONTRACT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INDUSTRIA DEL ALCALI, S.A. DE C.V.	12/26/2012
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	

PATENT

Total Attachments: 5

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PURCHASE AND SALE CONTRACT

Purchase and Sale Contract executed between **INDUSTRIA DEL ALCALI, S.A. DE C.V.**, represented by **Rafael Colomé Carrasco** (hereinafter the "VENDOR") and **COMPANÍA VIDRIERA, S.A. de C.V.** represented by **Jorge Mario Guzmán Guzmán** (hereinafter the "BUYER"), in accordance with the following recitals and clauses.

RECITALS

I. The VENDOR declares through its legal representative that:

1. It is a variable capital corporation duly organized under Mexican law, as evidenced in public instrument No. 309 of 17 November 1942, executed before Emeterio Martínez de la Garza, Notary Public of Monterrey, N.L., whose first true copy was registered under No. 2, pages 2 to 3 front, of Volume 7 of the General Book of Corporations, of the Public Mining Registry, on 1 April 1943.
2. On the date this Contract is executed, it is the sole, exclusive owner of all and each of the rights related to the Intellectual Property Rights listed in the attached Annex "A" (jointly, the "Intellectual Property Rights").
3. Its legal agent has sufficient powers and authority to enter into this Contract, as established in public instrument No. 2,178 dated 17 November of 2009, executed before Oscar Elizondo Garza, Notary Public No. 25 of Monterrey, N.L., whose first true copy was recorded in the Public Registry of Commerce of Monterrey, N.L., under electronic Folio 1520*9 dated 26 November 2009, which powers and authority have not been revoked nor restricted in any manner.
4. Its main offices are at Carretera a García Km.9, 66001 García, Nuevo León, México.
5. It wants to sell to the BUYER in fee simple and without condition, all the Intellectual Property Rights, as well as all the rights, titles and interests that are directly or indirectly related to the Intellectual Property Rights.

II. The BUYER declares through its representative that:

1. It is a variable capital corporation duly organized under Mexican law, as evidenced in public instrument No. 11,242 of 06 October 2000, executed before Oscar Elizondo Garza, Notary Public No. 25 of Monterrey, N.L., whose first true copy was recorded in the Public Registry of Commerce of Monterrey, N.L., No. 3198, of Volume I, First Book, of 06 October 2000.
2. It has sufficient power and authority to enter into this Contract, as evidenced in public instrument No. 3,114 of 09 December 2010, executed before Oscar Elizondo Garza, Notary Public No. 25 of the city of Monterrey, N.L., whose first true copy was recorded in the Public Registry of Commerce of Monterrey, N.L., under electronic Folio 73239*1 dated 19 January 2011, which powers and authority have not been revoked nor restricted in any manner.

3. Its main offices are at Magallanes Oriente No. 517, Col. Treviño, 64570, Monterrey, Nuevo León, México.
4. Subject to the terms and conditions of this Contract, it wishes to accept the purchase of all the Intellectual Property Rights, as well as all the rights, titles and interests directly or indirectly related to the Intellectual Property Rights.

NOW THEN, BY VIRTUE OF THE FOREGOING BACKGROUND POINTS AND RECITALS, the parties agree to the following

CLAUSES

ONE.- OBJECT OF THE PURCHASE-SALE

The VENDOR herein irrevocably sells, assigns and transfers in fee simple and without condition, without any restriction whatsoever, to the BUYER, all the Intellectual Property Rights, as well as all the rights, titles and interests directly or indirectly related to the Intellectual Property Rights, and BUYER in its part, herein purchases the intellectual property rights owned by the VENDOR, exactly as described in ANNEX A attached hereof (hereinafter, "IP Rights").

TWO.- PRICE

The parties agree that the purchase-sale price for the Intellectual Property Rights will be the total amount of \$45,000.00 (Forty five thousand dollars 00/100, currency of legal tender of the United States of America), considering an exchange rate of \$12.89910 (Twelve Mexican Pesos and 89/100 cents), which is the exchange rate for defraying obligations denominated in foreign currency published in the *Diario Oficial de la Federación* (Federal Official Gazette) on December 28, 2012, that is, \$580,459.50 (Five hundred eighty thousand four hundred fifty nine Mexican Pesos 50/100) (the "Purchase Price"). The corresponding VAT must be added to said amount. The BUYER pays said amount to the VENDOR at the time this Contract is executed. THE VENDOR herein receives to entire satisfaction, payment of the above-mentioned consideration, and grants to the BUYER the broadest release allowed by law.

THREE.- EFFECTS

This purchase-sale includes all the Intellectual Property Rights, as well as all the rights, titles and interests directly or indirectly related to the Intellectual Property Rights. The VENDOR shall not register by itself or through third parties, nor allow third parties to register on its behalf before any government authority, any distinctive sign, factory marks, service marks, commercial ads, trade names, copyrights, designs, author's works, reservation of rights, legends, ownership names, inventions, industrial designs, utility models and/or any other intellectual property rights identical or similar to the Intellectual Property Rights to a degree that creates confusion. The VENDOR also in this case irrevocably assigns to the BUYER, whatsoever right he has or may have as a result of the use of the Intellectual Property Rights, and is bound to not use the Intellectual Property Rights and/or any distinctive signs, factory marks, service marks, commercial ads, trade names, copyrights, designs, author's works, reservation of rights,

legends, ownership names, inventions, industrial designs, utility models and/or any other intellectual property rights that are identical or similar to a confusing degree to the Intellectual Property Rights.

FOUR.- OBLIGATIONS OF THE VENDOR

The VENDOR herein waives his right to, and is under obligation not to, dispute or file any legal action in Mexico or abroad that questions the validity, ownership and interest of the BUYER in/of the Intellectual Property Rights, as well as in/of all the rights, titles and interests directly or indirectly related to the Intellectual Property Rights. The VENDOR is also bound to not dispute, challenge and/or carry out any action to obstruct the right of the BUYER to use, enjoy and/or register the Intellectual Property Rights in Mexico or in any other country.

FIVE.- REGISTRATION

The BUYER is bound to carry out all and whatsoever acts are necessary or suitable for registering this Contract before any government authority in accordance with the governing legislation, including without restrictions, the Mexican Institute of Industrial Property and the National Copyright Institute. For these effects, the VENDOR shall cooperate with the BUYER and shall perform and carry out all the acts and/or documents necessary, required or suitable for registering the Contract and/or concluding the purpose thereof.

SIX.- NOTICES

All notices, requirements, claims, complaints and other communications pursuant to this Contract shall be made in writing and shall be delivered or made (and shall be deemed duly delivered or made by virtue of their receipt) via personal delivery, recognized specialized courier service, fax transmission, registered or certified mail (prepaid postage, request for acknowledgment of receipt) to the respective party at the following addresses (or at any other address as specified in a notice made in conformity with this Contract):

If to the VENDOR:

INDUSTRIA DEL ALCALI, S.A. de C.V.
Carretera a García Km.9
66001 García, Nuevo León, México.
Atn: Rafael Colomé Carrasco

If to the BUYER:

COMPAÑÍA VIDRIERA, S.A. de C.V.
Magallanes Oriente No. 517
Col. Treviño
64570, Monterrey, Nuevo León, México.
Atn: Jorge Mario Guzmán Guzmán.

SEVEN.- AMENDMENTS

No alteration, suppression, amendment, addition or waiver of/to the clauses established in this Contract, nor any future statement, promise or condition related to the object of this Contract shall be binding for any of the parties except when made in writing and signed by the legal agents of both parties.

EIGHT.- NO DEFECT, AND CAPACITY

The contents of this Contract reflect the free will of the parties inasmuch as no error, fraud, coercion or bad faith exists that might invalidate it.

The parties herein acknowledge each other's capacity with which they enter into this Contract for the ensuing legal effects and shall immediately ratify said acknowledgment on the request of either thereof.

NINE.- JURISDICTION AND APPLICABLE LAW

This Contract shall be construed in accordance with the laws of Mexico. In the case of dispute the parties herein expressly and irrevocably submit to the jurisdiction of the competent courts of Monterrey, Nuevo Leon, Mexico and waive their right to any other jurisdiction they might be entitled to for any other reason.

The parties sign it on two counterparts, on this 26 day of December, 2012.

VENDOR

INDUSTRIA DEL ALCALI, S.A. de C.V.

Rafael Colomé Carrasco

BUYER

COMPAÑÍA VIDRIERA, S.A. de C.V.

Jorge Mario Guzmán Guzmán

SCHEDULE A

	US Patent Application No.	Current Owner	New Owner
1	5,637,128	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
2	5,656,051	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
3	5,807,419	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
4	6,070,524	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
5	6,797,746	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
6	5,125,496	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.
7	D451,758	INDUSTRIA DEL ALCALI, S.A. DE C.V.	COMPANIA VIDRIERA, S.A. DE C.V.