

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3164325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/15/2013		
CONVEYING PARTY DATA			
Name			Execution Date
STANDARD GROUP HOLDING B.V.			11/15/2013
RECEIVING PARTY DATA			
Name:	CERAGLASS PATENTEN B.V.		
Street Address:	RAPENBURG 8-10		
City:	LEIDEN		
State/Country:	NETHERLANDS		
Postal Code:	2311 EV		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	09101534		
Patent Number:	6060011		
CORRESPONDENCE DATA			
Fax Number:			
<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:	6123343222		
Email:	lluhring@wck.com		
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Address Line 1:	900 SECOND AVENUE SOUTH, SUITE 1400		
Address Line 2:	900 SECOND AVENUE SOUTH, SUITE 1400		
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ATTORNEY DOCKET NUMBER:	C195.1002US2		
NAME OF SUBMITTER:	STEVEN M. KOEHLER		
SIGNATURE:	/Steven M. KoehleR/		
DATE SIGNED:	12/29/2014		
Total Attachments: 5			
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Sales Agreement and Deed of Transfer

The Parties:

1. Really Marbleous A.G., a private limited company under the laws of Switzerland, having its registered seat and principal place of business at Rue du Mont 17, 1950 Sion, Zwitserland, hereby represented by its directors Mr. Hervé Emery, having residence in Crans-Montana, Switzerland and Mr. René Cornelis Malherbe de Juvigny having residence in Crans-sur-Sierre, Switzerland (hereinafter : "Seller"), and;
2. Belegging en Beheersmaatschappij Ju Mal B.V., a private limited company under the laws of the Netherlands having its principal place of business at Sint Antoniusstraat 1, 6001 BX, Weert, The Netherlands, hereby represented by its director Mr. René Cornelis Malherbe de Juvigny, and;
3. Ceraglass Patenten B.V., a private limited company under the laws of the Netherlands, having its principal place of business at Rapenburg 8-10, 2311 EV Leiden, The Netherlands (hereinafter "Purchaser"), hereby represented by its director Kittredge B.V., a private limited company under the laws of the Netherlands, having its principal place of business at Van Breestraat 134B, 1071ZW, Amsterdam, hereby in its turn represented by its director Mr Alejandro Kruger, having residence in Amsterdam, The Netherlands B.V., and represented by its director Matoha Beheer B.V., a private limited company under the laws of the Netherlands, having its principal place of business at Rijksweg 392, 2242 CZ Wassenaar, hereby in its turn represented by its director Mr Johannes Zandvliet, having residence in Wassenaar, The Netherlands, and;
4. Standard Group Holding B.V., a private limited company under the laws of the Netherlands, having its registered seat in Amsterdam and its principal place of business at Rijksweg 392, Wassenaar, The Netherlands (hereinafter : "Seller"), hereby represented by its director Matoha Beheer B.V., a private limited company under the laws of the Netherlands, having its principal place of business at Rijksweg 392 2242 CZ Wassenaar, hereby in its turn represented by its director Mr Johannes

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Zandvliet, having residence in Wassenaar, The Netherlands, and;

Hereinafter jointly also referred to as 'Parties'

Whereas:

- I. Parties intend to effect the sale and transfer of all patent rights relating to methods for the production of glass marbles from Seller to Purchaser, which rights include those patents specified in Annex A (the Patents), insofar as these have not irrevocably lapsed;
- II. Seller holds the free, non secured ownership rights of the Patents, although the registrations related to the Patents may still be held by either (i) Marbleous World B.V., which now is in liquidation, having its books and records kept by Belegging en Beheersmaatschappij Ju Mai B.V., or (ii) Standard Group Holding B.V.
- III. Full ownership of the Patents has passed to Seller through legal instruments, copies of which are attached to this Agreement as Annex B;
- IV. Parties therefore agree the following;

Have agreed as follows:

1. Seller sells and transfers (*verkoopt en draagt over*) to Purchaser, and Purchaser herewith buys, accepts and receives (*koopt, aanvaardt en verkrijgt*) from Seller, the Patents and any and all Intellectual Property with regard to the Patents as specified in the Annex. This Agreement therefore serves as the Deed of Transfer for said transfer.
2. Purchaser shall pay to Seller a purchase price of [REDACTED] which price is payable exclusive of Value Added Tax (the "Purchase Price"). The Purchase

Price shall be fully settled by Purchaser within sixty (60) calendar days from the Effective Date.

3. Seller shall execute all documents and instruments, and shall do all lawful acts, in each case as may be reasonably necessary, at Purchaser's request, in order to record or perfect the transfer of rights of and to Purchaser. Seller hereby also irrevocably authorizes Purchaser to act and execute all documents and instruments, and do all lawful acts, in each case as may be reasonably necessary, to record or perfect the transfer of rights of and to Purchaser in its name.
4. Purchaser shall be responsible for actions and costs and taxes, attorneys' fees and patent office fees in any jurisdiction, associated with recordal of the Patents. Seller shall be responsible for such actions and costs, as may be reasonably necessary to demonstrate its title and ownership of the Patents.
5. Seller warrants that it is fully entitled to sell and transfer the Patents, that it fully owns the Patents at the date of the signing of this Deed and Agreement and that the Patents neither are nor shall be encumbered with security rights of or obligations to any party, or are (sub)licensed to any party, other than the obligations to Purchaser, and that, other than those mentioned in Annex A, there are there are no pending or expected legal claims or procedures regarding the Patents.
6. Upon execution of this Agreement, Parties and signatories to this Agreement and Deed grant each other full and final and discharge from claims from any reason or cause whatsoever, notwithstanding the obligation for Purchaser to timely settle the Purchase price.
7. This Agreement and Deed of transfer shall be construed and enforced in accordance with Dutch law. Any dispute concerning or in relation to (the subject matter) of this agreement shall exclusively be submitted to the competent court of Amsterdam, The Netherlands.

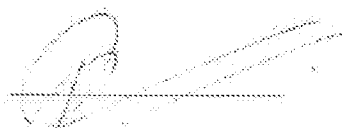
Thus agreed upon, drawn up in fivefold and separately executed:



Really Marbleous A.G.

Ceraglass Patenten B.V., and for

Matoha Beheer B.V., respectively


Mr. René Cornelis Matherbe de Juvigny


Mr. Johannes Zandvliet

Date 25-10-13, place Crem-Montens

Date 15-11-13, place Amsterdam

Ceraglass Patenten B.V., and for

Kittredge B.V., respectively

Mr. Hervé Emery

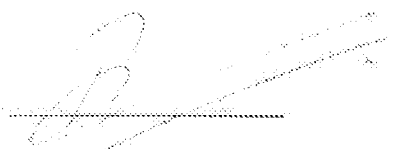

Mr. Mr. Alejandro Kruger

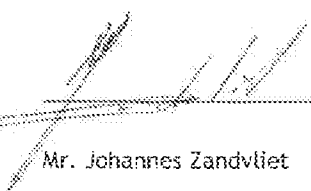
Date 25-10-13, place 

Date 15/11/13, place Amsterdam

Belegging en Beheersmij. Ju Mal B.V.

Standard Group Holding B.V


Mr. René Cornelis Matherbe de Juvigny


Mr. Johannes Zandvliet

Date 25-10-13, place Crem-Montens

Date 15-11-13, place Amsterdam

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ANNEX A
Seller
Mr. Emery
Mr. Malherbe de Juvigny

Purchaser
Mr. Zandvliet
Mr. Kruger

et 17-11-2003