

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3641980

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ON TRACK INNOVATIONS LTD	11/19/2015
RECEIVING PARTY DATA		
Name:	SMARTRAC N.V.	
Street Address:	STRAWINSKYLAAN 851	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1077 XX	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6881605
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>		
Email:	OANDREWS@PROSKAUER.COM	
Correspondent Name:	PROSKAUER ROSE LLP	
Address Line 1:	ONE INTERNATIONAL PALCE	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	66674-003	
NAME OF SUBMITTER:	JONATHON I. GILLEN	
SIGNATURE:	/Jonathon I. Gillen/	
DATE SIGNED:	12/03/2015	
Total Attachments: 13		
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CONFIRMATORY ASSIGNMENT

WHEREAS, **ON TRACK INNOVATIONS LTD** ("ASSIGNOR") was, prior to December 22, 2009, the owner of all right, title and interest in and to the following United States Letters Patent:

Patent No.: 6,881,605
Issued: April 19, 2005
Title: "METHOD OF FORMING A DUAL-INTERFACE IC CARD AND A CARD FORMED OF SUCH A METHOD"

(hereinafter the "Patent").

WHEREAS, **SMARTRAC TRADING PTE. LTD., who merged into SMARTRAC N.V. in 2014**, ("ASSIGNEE") acquired, by virtue of an asset purchase agreement dated December 22, 2009, all of ASSIGNOR'S right, title and interest in and to such Patent.

WHEREAS, ASSIGNOR'S counsel of record erroneously filed a statement with the U.S. Patent Office under 37 C.F.R. 3.73(b) on August 9th, 2012, indicating ASSIGNOR'S ownership of the patent rights previously assigned to ASSIGNEE; and

WHEREAS, ASSIGNEE desires to have a legal document suitable for recordation in the United States Patent and Trademark Office, to confirm the earlier assignment and transfer of rights, and to memorialize rights and obligations of the parties;

NOW, THEREFORE, ASSIGNEE confirms that ASSIGNOR did transfer and assign to ASSIGNEE, as of December 22, 2009, for good and valuable consideration, all of ASSIGNOR'S right, title and interest in and to the Patent, to be held and enjoyed by ASSIGNEE as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had the assignment not been made.

IN WITNESS WHEREOF, ASSIGNEE has executed this Confirmatory Assignment under seal the day and year written below.

Executed on

Nov. 19, 2015

SMARTRAC N.V.

Signature: _____

Name:

Christian Uhl

Title:

CEO

SMARTRAC N.V. • Strawinskylaan 851 • 1077 XX Amsterdam
group.com

SMARTRAC N.V.
Strawinskylaan 851
1077 XX Amsterdam
The Netherlands
Tel. +31 20 30 50 150
Fax +31 20 30 50 155
Web www.smartrac-

To whom it may concern

March 2, 2015

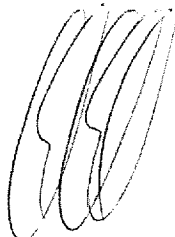
Affidavit

Dear Sirs,

We hereby affirm that the asset purchase agreement dated December 22nd, 2009 among a SMARTRAC entity under the name of SMARTRAC Singapore Trading PTE, Millenium Card's Technology Limited and On Track Innovations Ltd. shows a spelling mistake. The correct denomination of the company is SMARTRAC TRADING PTE. LTD., having its registered address in Singapore.

We further affirm that the SMARTRAC Group did not at any time encompass an entity in the name of SMARTRAC Singapore Trading PTE.

Best regards,



Christian Uhl
CEO, SMARTRAC NV

Board of Directors: Christian Uhl (Chairman), Nigel Sealey, Robert Harmzen.
Supervisory Board: Lee Gardner (Chairman), Julie England, Manfred Rietzler, Richard W. Smith, Dr. Jörg Zirener.
SMARTRAC N.V. registered under number 34241345 with the Chamber of Commerce in Amsterdam.
Bank Data: Deutsche Bank AG, Branch: Amsterdam, Account Number: 26.54.96.675,
SWIFT Code: DEUTNL2A, IBAN: NL91DEUT0265496675

Our Ref : 200704746G
Date : 16 Sep 2014

Address
10 Anson Road
#05-01/15
International Plaza
Singapore 079903

SMARTRAC TRADING PTE. LTD.
6, GREENLEAF WALK
BAN GUAN PARK
SINGAPORE (279227)

Helpdesk
(65) 6248 6028

Dear Sir/Madam

Fax
(65) 6225 1676

SECTION 344(2) OF THE COMPANIES ACT

COMPANY NAME : SMARTRAC TRADING PTE. LTD.
REGISTRATION NO. : 200704746G

ACRA Website
www.acra.gov.sg

Please be informed that the name of the company was struck off the
Register on 12/09/2014.

BizFile Website (eFiling)
www.bizfile.gov.sg

Enquiry Website
www.acra.gov.sg/askacra

Yours faithfully

Feedback Website
www.acra.gov.sg/feedback

BUSINESS FACILITATION DIVISION
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)

[This is computer-generated, hence it bears no signature]



PEOPLE DE VOYER
Singapore

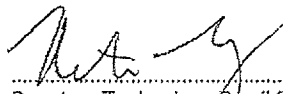


SMARTRAC TRADING PTE. LTD.
UEN: 200704746G

CONSENT TO STRIKING NAME OF COMPANY OFF THE REGISTER

We, being the sole shareholder of the company, hereby consent to having the name of the company struck off the register and the Directors be authorised and directed to take all necessary steps towards striking the name of the company off the register.

Date: 01 APR 2014


.....
Smartrac Technology Brazil B.V.
(Authorised Person(s))

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 22nd, 2009 (the "APA"), by and among Millennium Card's Technology Limited ("MCT"), a Hong Kong corporation and On Track Innovations Ltd., as Israeli corporation ("OTI") on the one hand (where MCT and OTI shall be referred hereto as the "Seller"), and SMARTRAC Singapore Trading PTE, a Singapore corporation ("Buyer") on the other hand.

WHEREAS,

- (1) MCT with business located at and incorporated in Hong Kong, a 100% subsidiary of OTI, is engaged in the business of transponders and smart card machines manufacturing and is the holder of 99.5% shares of Millennium Card's Technology (SZ) Limited.
- (2) SMARTRAC N.V. ("SMARTRAC") is a worldwide leading transponder manufacturer and OTI is a worldwide leader in development of smart-card based products and solutions.
- (3) Buyer is a private limited company incorporated in Singapore. Buyer is a 100 % subsidiary of SMARTRAC Brazil B.V. which is a 100 % subsidiary of SMARTRAC N.V.
- (4) "SMARTRAC Group" means SMARTRAC and any and all companies in which SMARTRAC directly or indirectly holds or has the right to acquire 50 % or more of the shares and/or voting rights and/or comparable kind of participation.
- (5) "OTI Group" means OTI and any and all companies in which OTI directly or indirectly holds or has the right to acquire 50 % or more of the shares and/or voting rights and/or comparable kind of participation.
- (6) "Machinery" means (i) those machines used by MCT subsidiary and OTI exclusively or primarily for the Business (as defined in Section 2.1), as specified in Attachment 2.2.1; and (ii) those machines produced by MCT subsidiary for the sale to third parties with respect to the Business, as specified in Attachment 5.1.
- (7) "Signing Date" is the date of signing of this Asset Purchase Agreement.
- (8) "Closing Date" is defined in Section 9.1.
- (9) "Sold Assets" means all assets as defined in Article. 2.
- (10) "Working Day" means a working days excluding public excluding Saturdays, Sundays and holidays in the state of Delaware USA.
- (11) "Delivery Date" is the respective delivery date of the Sold Assets.
- (12) Buyer and Seller collectively the "Parties" and each a "Party".

For and on behalf of
MILLENNIUM CARD'S TECHNOLOGY LIMITED
盟事達技術有限公司

Authorized Signature Page 1 of 31

Article 1 Scope of this Agreement

- 1.1. [REDACTED]
- 1.2. [REDACTED]
- 1.3. [REDACTED]

Article 2 Sold Assets and Assumed Liabilities

- 2.1. On the terms and subject to the conditions set forth in this APA, at the Closing, Buyer shall, in consideration for the Purchase Price, purchase, acquire and accept from Seller and Seller shall sell, transfer, assign, convey and deliver to Buyer all of Seller's rights, title and interest in, to and under Sold Assets (as defined below) which were used in the production of transponder using wire embedded technology, module packaging and the production of Machinery used to produce transponder products contact cards and testing equipments by MCT subsidiary immediately prior to the Closing Date (collectively, the "Business"). For the avoidance of doubt, assets not included herein and/or not related to the Business are excluded from the scope of this APA.

For and on behalf of
MILLENNIUM CARDS TECHNOLOGY
盟事達技術有限公司
Authorized Signature(s)
Authorized Signature(s)
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Execution version

2.2. "Sold Assets" shall mean all of the following assets which were used for the Business by MCT subsidiary and OTI immediately prior to the Closing Date as listed below (in Sections 2.2.1 through 2.2.6):

2.2.1. [REDACTED]

2.2.2. The intangible assets relating exclusively or primarily to the Business set forth in (i) and (ii) of this Subsection 2.2.2. (i) All patents, utility patents, design patents, marks, trade names, domain names, copyrights, computer software programs, licences and other (registered or unregistered) intellectual property rights (and any applications therefore) relating exclusively or primarily to the Business, as listed in **Attachment 2.2.2(i)**; and (ii) the inventions, technology, process descriptions specifications, drawings, software, research and development data, formula or other know-how, trade and business secrets relating exclusively or primarily to the Business as listed in **Attachment 2.2.2(ii)** (collectively, the **"Intellectual Property Rights"**).

For clarification, the foregoing includes documents, specifications, drawings and software for Machinery manufacturing, production, process and products sold or used by MCT subsidiary prior to the Closing Date, to the extent owned by MCT subsidiary and not subject to confidentiality agreement with third parties.

2.2.3. [REDACTED]

2.2.4. [REDACTED]

2.2.5. [REDACTED]

2.2.6. [REDACTED]

Article 6 Representations and Warranties of Seller

Seller (jointly and severally) hereby guarantees and represents to Buyer that the statements set forth hereinafter are true and correct as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date)) or as of any other date explicitly referred to below:

- 6.1. The purchase contract between MCT and MCT subsidiary in order to conclude the transaction contemplated by this APA is complete, valid, enforceable and sufficient to enable MCT to fulfil its obligation under this APA in every aspect.
- 6.2. Seller is the sole and unrestricted legal and beneficial owner of the Sold Assets and has the unrestricted right to dispose all of such Sold Assets sold in accordance with this APA.
- 6.3. The statements in the "Whereas" No 1 of this APA in relation to OTI, MCT and MCT subsidiary are true, complete and accurate in every respect.
- 6.4. The Sold Assets to be transferred to Buyer will be free and clear of all liens, security interest and encumbrances of any nature whatsoever at the time of transfer.
- 6.5. Except for the implied license provided to the purchasers of the Machineries, the Intellectual Property Rights are free of third party rights; Seller has not granted a licence on the Intellectual Property Rights to a third party, except of the right to use goods and products sold by Seller. Seller is under no obligation to grant such rights.
- 6.6. There exists no pre-emptive rights, rights of first refusal, options or other rights of any third party to purchase or acquire any of the Sold Assets or assume any of the Assumed Agreements.
- 6.7. To the Seller's knowledge the validity of the sold Intellectual Property Rights has not been challenged by any third party in writing and Seller is not aware of any circumstances which would give rise to such challenge, other than references cited in official Patent Office examination. None of the Intellectual Property Rights is subject to any pending judgment, injunction, order or decree issued against OTI Group entity restricting the use thereof by it or restricting the licensing thereof by it to any third party.
- 6.8. Except as previously alleged by SMARTRAC Group, to the best knowledge of Seller there has not been any claim in writing that the products based on Intellectual Property Rights infringe upon any intellectual property right of any third party.
- 6.9. The Sold Assets and the Assumed Liabilities constitute materially all of the assets (whether tangible or intangible, including information, technology and know-how) used or held for use in the Business and are sufficient and adequate to carry on the Business as a

MILLENNIUM URBAN
董事 達 技 術 有 限 公 司
Authorized Signature(s)

whole in substantially manner and scope it has been conducted in the last year period prior to August 2009. No Material Adverse Effect has occurred since August 2009 until the Closing Date of this APA. For the purpose of this Section, a "Material Adverse Effect" means any event, change, effect, condition or circumstance that, when taken individually or together with all other adverse events, changes or effects, is (a) to be materially adverse to the Sold Assets, as a whole; or (b) to be materially adverse to the Business as a whole; other than any change, effect, event, occurrence, condition, development or state of facts arising from or relating to changes or conditions generally affecting the industries or markets related to the Business.

6.10. Seller has not sold or transferred assets which belong or should belong to the Business between August 23, 2009 and the Closing Date ("Period") outside the course of ordinary Business. The [REDACTED]

6.11. [REDACTED]

6.12. [REDACTED]

6.13. [REDACTED]

Article 7 ~~Sale of Business of MGT subsidiary~~
~~Sale of Products and Delivery of Sold Assets~~

7.1. [REDACTED]

P. N.
[Signature]
on behalf of
CARD'S TECHNOLOGY LIMITED
卡達技術有限公司
[Signature]
Author and Signature(s)
Page 8 of 31

Execution version

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

IN WITNESS WHEREOF, the Parties have caused this APA to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SMARTRAC Singapore Trading PTE.

By [Signature]
Printed Name: C. KUL
Printed Title: CFO

MILLENNIUM CARD'S TECHNOLOGY LIMITED,

By [Signature] *for and on behalf of*
MILLENNIUM CARD'S TECHNOLOGY LIMITED
盟亨達技術有限公司
Printed Name: Guo Shun
Printed Title: President

On Track Innovations Ltd.

By [Signature]
Printed Name: Edwin Baslam *Horn Tani*
Printed Title: CFO

to whom it may concern

Power of Attorney

SMARTRAC Trading Pte. Ltd. hereby grants power of attorney to

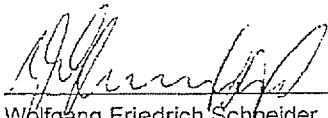
**Dr. Christian Fischer, and
Christian Uhl.**

Either of the aforementioned attorneys has the sole right of representation.

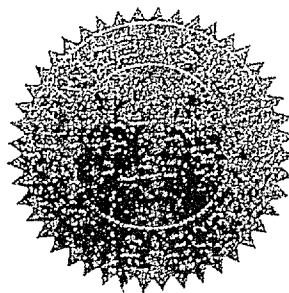
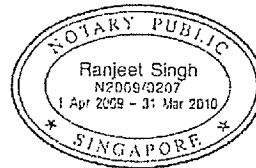
The power of attorney specifically includes the negotiating, finalizing and signing of respective documents along with the Asset Purchase Agreement, Supply Agreement and any other document that is regarded necessary within this context.

This Power of Attorney is limited until April 30th, 2010.

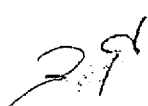
Singapore, 2.11.09

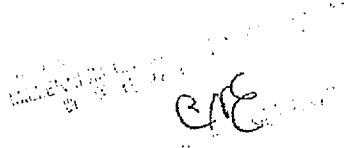

Wolfgang Friedrich Schneider

Director, SMARTRAC Trading Pte. Ltd.



Notary Public
Ranjeet Singh
N2009/0207
1 Apr 2009 - 31 Mar 2010
SINGAPORE





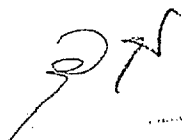




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Attachment 2.2.2 (i) and (ii) List of specific Intellectual Property Rights

	
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.....
Authorized Signature(s)



