

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3681528

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VAT HOLDING AG	05/07/2014
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH	
Street Address:	677 WASHINGTON BOULEVARD	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14952000	
CORRESPONDENCE DATA		
Fax Number:	(215)568-6499	
<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:	2155686400	
Email:	dmarkee@vklaw.com	
Correspondent Name:	RANDOLPH J. HUIS	
Address Line 1:	30 SOUTH 17TH STREET	
Address Line 2:	UNITED PLAZA	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	HAHVAT-PT111 /DMM (2)	
NAME OF SUBMITTER:	RANDOLPH J. HUIS	
SIGNATURE:	/Randolph J. Huis/	
DATE SIGNED:	01/05/2016	
Total Attachments: 47		
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IP Pledge Agreement

between

Vat Holding AG
Seelistrasse 1
9469 Haag (Rheintal)
Switzerland

the "**Pledgor**"

and

UBS AG, STAMFORD BRANCH
677 Washington Boulevard
Stamford, Connecticut 06901
USA

as "**Collateral Agent**"

acting for itself (including as creditor of the Parallel Debt (as defined herein)) and as representative (*direkter Stellvertreter*) in the name and for the account of the other Pledges

and

all current and future Secured Parties
(including the Collateral Agent)

as "**Pledges**"

represented by the Collateral Agent as representative (*direkter Stellvertreter*)

regarding

the pledge of certain Intellectual Property and Related Assets of the Pledgor

dated as per 7 May 2014

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WHEREAS

- (A) VIRTUOSO LUX II S.À R.L. as Holdings, POLYUSUS LUX 2 S.À R.L. as Luxembourg Borrower, VIRTUOSO US LLC as US Borrower certain subsidiaries of Holdings from time to time designated as Revolving Co-Borrowers, UBS AG, STAMFORD BRANCH as Administrative Agent, Collateral Agent and L/C issuer, the other Lenders party thereto, CREDIT SUISSE SECURITIES (USA) LLC and UBS SECURITIES LLC as Joint Lead Arrangers and Joint Bookrunners entered into a credit agreement, dated as per 11 February 2014 (the "**Credit Agreement**").
- (B) VIRTUOSO LUX II S.À R.L. as Holdings, POLYUSUS LUX 2 S.À R.L. as Luxembourg Borrower, VIRTUOSO US LLC as US Borrower, UBS AG, STAMFORD BRANCH as Agent, CREDIT SUISSE, CAYMAN ISLANDS BRANCH and UBS AG, STAMFORD BRANCH as Senior Lenders, CREDIT SUISSE SECURITIES (USA) LLC and UBS SECURITIES LLC as Arrangers, the entities named on the signing page thereof as Hedge Counterparties, the entities named on the signing page thereof as Cash Management Banks, the entities named on the signing page thereof as Intra-Group Lenders, the entities named on the signing page thereof as Investors, the subsidiaries of Holdings named on the signing page thereof as Debtors and UBS AG, STAMFORD BRANCH as Collateral Agent entered into a intercreditor agreement, dated as per 11 February 2014 (the "**Intercreditor Agreement**").
- (C) It is a condition subsequent under the Credit Agreement that, as Security for the due and punctual fulfilment of the Secured Obligations (as defined below), the Pledgor grants a pledge to the Pledgees over the Pledged Assets and the Related Assets (as defined below).
- (D) In accordance with clause 18 (*The Collateral Agent*) and more specifically in accordance with clause 18.3 (*Appointment and Authorization of Collateral Agent for purposes of Swiss Security Documents*) of the Intercreditor Agreement and section 9.17 (*Appointment and Authorization of Agents*) of the Credit Agreement, each Secured Party has appointed the Collateral Agent to enter into this Agreement for itself and for and on behalf of each other Secured Party as direct representative (*direkter Stellvertreter*) and to hold the Security hereby constituted as direct representative (*direkter Stellvertreter*) for itself and for all other Secured Parties.
- (E) The Pledgor is willing to pledge the Pledged Assets and the Related Assets to the Pledgees as provided herein.

NOW THEREFORE, the parties hereto (the "**Parties**") agree as follows:

1. Definitions and interpretations

1.1. Definitions

Unless defined otherwise herein, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Intercreditor Agreement.

When used in this Agreement only, the following capitalised terms shall have the meaning assigned to them below:

"Agreement" means this IP pledge agreement and its schedules, as the same may, from time to time, be amended, supplemented and amended and restated.

"CO" shall have the meaning ascribed to such term in the Credit Agreement.

"Collateral Rights" means all rights, powers and remedies of the Collateral Agent and the Pledgees provided by this Agreement or by Law.

"Credit Agreement" means the credit agreement as defined in Whereas section (A), as amended, supplemented and restated from time to time.

"DEBA" shall have the meaning ascribed to such term in the Credit Agreement.

"Enforcement" means the enforcement, foreclosure or any other kind of realisation of the Pledged Assets.

"Enforcement Event" means the event that occurs when (i) an Event of Default occurs that has not been cured or waived and (ii) the Administrative Agent has exercised any of its rights under section 8.02 of the Credit Agreement and (iii) written notice of such enforcement has been provided to the Pledgor.

"Intellectual Property" means:

- (a) all worldwide rights, titles and interests it has under any intellectual property law and/or under any contractual arrangement (such as licence agreements), including without limitation:
 - (i) any copyrights in software, databases, other works or any computer programming code (in readable form) of any such software, databases or other work ("**Copyrights**");
 - (ii) patents ("**Patents**");

(iii) trademarks ("**Trade Marks**"); and

(iv) domain names ("**Domain Names**"),

which are owned as of the date hereof or acquired in the future by the Pledgor (including the Material Intellectual Property as set-out in Schedule 2), in each case whether registered or not and including any licence or sub-licence in those rights and the right to sue for, and receive all damages from, past, present and future infringements of such Intellectual Property, but excluding such that cannot be pledged as Security under the terms of the relevant licence agreement;

- (b) all pending or future applications for, and the rights to make applications for, any of those rights (where such applications can be made), including, without limitation, the pending trademark applications as outlined in Schedule 2 of this Agreement; and
- (c) all rights which have the same or similar effect or nature as or to those in (a) or (b) above or which would in any way prevent or hinder the use or exploitation of the matter to which they relate, in each case worldwide.

"Intercreditor Agreement" means the intercreditor agreement as defined in Whereas section (B), as amended, supplemented and restated from time to time.

"Key Jurisdictions" means Switzerland and the United States of America.

"Law" shall have the meaning ascribed to such term in the Credit Agreement.

"Loan Party" shall have the meaning ascribed to such term in the Credit Agreement.

"Material Intellectual Property" means the Intellectual Property which is material to the business of the Pledgor and/or its affiliates and owned by the Pledgor, including the Intellectual Property listed in Schedule 2.

"Parallel Debt" has the meaning ascribed to the term "Swiss Parallel Debt" in clause 18.4 (*Swiss Parallel Debt*) of the Intercreditor Agreement.

"Pledge" means a pledge pursuant to Art. 899 et seq. of the Swiss Federal Civil Code over the Pledged Assets in accordance with the terms of this Agreement.

"Pledged Assets" means the Material Intellectual Property and Related Assets or any other Security or asset that is to be or will be pledged to the Pledgees under this Agreement.

"Pledges" means the Collateral Agent and all other existing Secured Parties, including those listed in Schedule 1 (together the **"Original Pledges"**), as well as any future Secured Party which becomes a Pledgee pursuant to Clause 9 (*Additional Pledges*), but excluding any person which pursuant to Clause 9 (*Additional Pledges*) has ceased to be a Pledgee.

"Related Assets" means, all and any rights, claims or benefits in respect of or derived from the Material Intellectual Property, including without limitation, claims for damages or claims against an insurance provider in case of loss or damage to the Material Intellectual Property.

"Secured Obligations" shall have, for the avoidance of doubt, the meaning ascribed to such term in the Intercreditor Agreement and includes, for the avoidance of doubt, the Parallel Debt.

"Secured Parties" shall have, for the avoidance of doubt, the meaning ascribed to such term in the Intercreditor Agreement.

1.2. Interpretations

In this Agreement, clause 1.2 (*Constructions*) of the Intercreditor Agreement shall apply mutatis mutandis to this Agreement.

In addition, in this Agreement:

- (a) references to any agreement or other document are references to such agreement or document as amended, restated, novated, supplemented, extended or replaced, from time to time, in accordance with its terms and includes any change in the purpose of, any extension of or any increase in any facility, any increase in any margin, or the addition of any new facility under that agreement or document;
- (b) references to Clauses and Schedules are references to clauses of and schedules to this Agreement;
- (c) words importing the plural shall include the singular and vice versa; and
- (d) "including" means "including without limitation", not limiting the term(s) to which the word relates to the example(s) thereafter mentioned; and
- (e) unless the context requires otherwise, references herein to the Collateral Agent shall be read as references to the Collateral Agent acting for itself and as agent (*direkter Stellvertreter*) in the name and for the account of all other Pledges.

2. Pledge and Pledgor's Obligations

2.1. Undertaking to pledge and effecting of the pledge

- (a) The Pledgor agrees to pledge as of the date hereof to the Collateral Agent acting as creditor in its own right (including as creditor of the Parallel Debt) and as representative (*direkter Stellvertreter*) pursuant to clause 18.3 (*Appointment and Authorization of Collateral Agent for purposes of Swiss Security Documents*) of the Intercreditor Agreement and section 9.17 (*Appointment and Authorization of Agents*) of the Credit Agreement for itself and for each other Pledgee all Pledged Assets and (to the extent legally permitted) Related Assets free and clear of any pledges, liens, rights of set-off or third party rights of any kind in favour of third parties (other than as permitted by the Credit Agreement) and as continuing Security for the Secured Obligations.
- (b) For the purposes of effecting the Pledge as described in paragraph (a) of this Clause 2.1 (*Undertaking to pledge and effecting of the pledge*), the Pledgor hereby pledges all Pledged Assets and (to the extent legally permitted) Related Assets free and clear of any pledges, liens, rights of set-off or third party rights of any kind in favour of third parties (other than as permitted by the Credit Agreement) to the Collateral Agent acting as creditor in its own right (including as creditor of the Parallel Debt) and as representative (*direkter Stellvertreter*) pursuant to clause 18.3 (*Appointment and Authorization of Collateral Agent for purposes of Swiss Security Documents*) of the Intercreditor Agreement and section 9.17 (*Appointment and Authorization of Agents*) of the Credit Agreement for itself and for each other Pledgee.
- (c) The Pledge of the Pledged Assets shall be effective as of the date hereof and shall be valid regardless of whether or not such Pledge can be registered and regardless of whether or not the Pledge is or will be registered with the competent registration organisation.

2.2. Registration in Key Jurisdictions

- (a) As soon as possible but no later than 20 Business Days following the date hereof, the Pledgor shall notify the competent registration authorities for the registration of the Pledge for each Pledged Assets (other than Domain Names) for which such registration of the Pledge is possible in the Key Jurisdictions and furnish the Collateral Agent with copies of the signed notification letters, inter alia, in the form as attached to in Schedule 3, Schedule 4, and Schedule 5 (as applicable); the Pledgor shall further take all measures and acts and execute and deliver all written instruments and declarations required to perfect,

protect and maintain the registration of such Pledge in the Key Jurisdictions. Should the Collateral Agent in its own discretion decide not to have registered the Pledge for all the Material Intellectual Property in the Key Jurisdictions but only for certain Pledged Assets in the Key Jurisdictions, the obligations of the Pledgor under this Agreement shall continue in full and the Collateral Agent may at any time at its own discretion ask for registration for the Pledge for certain or all further Material Intellectual Property in the Key Jurisdictions at the Pledgor's cost.

- (b) Where applicable, the Pledgor shall, use its best efforts within 30 days following the notification as per paragraph (a) of this Clause 2.2 (*Registration in Key Jurisdictions*) (or as soon as possible if a registration is not possible within 30 Business Days due to a delay caused by the competent registration organisation) the Pledge as notified under paragraph (a) of this Clause 2.2 (*Registration in Key Jurisdictions*) will be registered by the competent registration organisations in the Key Jurisdictions.
- (c) Paragraphs (a) and (b) of this Clauses 2.2 (*Registration in Key Jurisdictions*) shall apply mutatis mutandis in case the Pledgor acquires any additional Material Intellectual Property in the future, whether by registration, purchase or otherwise.

2.3. Right to use Pledged Assets

- (a) For so long as no Enforcement Event has occurred or after an Enforcement Event has been rescinded, the Pledgor shall be free to use its Pledged Assets in accordance with and subject to the terms and conditions of the Credit Agreement and the other Loan Documents.
- (b) After the occurrence of an Enforcement Event (which has not been rescinded), the Pledgor shall not grant, extend or otherwise amend licenses with regard to the Pledged Assets without the prior written consent of the Collateral Agent.

3. Further Undertakings of the Pledgor

- (a) For the avoidance of doubt, the Pledgor shall also for purposes of this Agreement, comply with all covenants under and as per section 6.14 (*Further Assurances*) of the Credit Agreement.
- (b) The Pledgor shall provide the Collateral Agent in connection with the Compliance Certificate provided in connection with each annual financial statements under the Credit Agreement, and at any time after the

occurrence of an Event of Default upon request from the Collateral Agent, with an up-dated Schedule 2 which shall give details of its Material Intellectual Property at the relevant time.

- (c) The Pledgor undertakes, at its own expense, to promptly or as soon as reasonably practical enter into and procure the perfection of additional pledge agreements or agreements having a similar effect (each an "**Additional Security Agreement**") where any such Additional Security Agreement is reasonably required by the Collateral Agent and as a matter of law for the purpose of creating Security over any Material Intellectual Property owned by the Pledgor and located:
 - (i) in any Key Jurisdiction; and
 - (ii) following an Event of Default only, in any jurisdiction which is not a Key Jurisdiction,

which, for the avoidance of any doubt but without limitation may include the execution and delivery of any Additional Security Document which is not governed by Swiss law.

- (d) Without limitation to paragraph (c) of this Clause 3 (*Further Undertakings of the Pledgor*), the Pledgor undertakes, at its own expense, upon reasonable request from the Collateral Agent to promptly or as soon as reasonably practical enter into and procure the perfection of any Additional Security Agreement if and to the extent that a Pledge of certain Related Assets requires as a matter of law, the execution and perfection of a specific pledge agreement and/or any other action for such certain Related Assets.
- (e) The Pledgor shall promptly execute and deliver at its own expense all further instruments, documents, declarations and take all further action, that the Collateral Agent may reasonably request, in order to (i) perfect, register, protect, maintain and enforce the Security created under or contemplated by this Agreement or the Security required to be created in relation to any Additional Security Agreement, and (ii) facilitate the exercise of the Collateral Rights.
- (f) Except with the Collateral Agent's prior written consent or unless permitted otherwise under the Credit Agreement or any other Loan Document, the Pledgor shall not do, or permit to be done, anything which would materially adversely affect the priority, ranking or legality, validity and enforceability of the Security created or expressed to be created pursuant to this Agreement.

- (g) The Pledgor undertakes to promptly notify the Collateral Agent of any material infringement, misappropriation or dilution or threatened or suspected material infringement misappropriation or dilution of or any challenge to the validity of any such necessary Material Intellectual Property owned by or licensed to it which may come to its notice, supply the Collateral Agent (if requested) with all information in its possession relating thereto.
- (h) The Pledgor shall promptly upon becoming aware of any material litigation in respect of the Material Intellectual Property notify the Collateral Agent thereof. Upon the occurrence of an Enforcement Event, the Collateral Agent shall have the right, but not the obligation to give the Pledgor binding instructions or to join the Pledgor in any such litigation or, if permitted by law, to litigate on behalf of the Pledgor in case of a litigation in respect of the Material Intellectual Property.
- (i) Except (A) with the Collateral Agent's prior written consent or (B) if permitted otherwise under this Agreement, the Credit Agreement and/or any other Loan Documents, the Pledgor shall not:
 - (i) do, or permit to be done, anything which would adversely affect the priority, ranking or legality, validity and enforceability of the Pledge created or expressed to be created pursuant to this Agreement and/or the Collateral Rights;
 - (ii) enter into any legal instrument relating to, or granting any Security over, or dispose of, or assign its Pledged Assets;
- (j) The Pledgor shall immediately upon becoming aware of it notify the Collateral Agent of any occurrence which has or would have a material adverse effect on the Pledge and/or a material adverse effect on the value of the Pledged Assets in order to allow the Collateral Agent to effectively ensure that the validity of the Pledge and/or the Collateral Rights is perfected and maintained.
- (k) Upon request by the Collateral Agent, the Pledgor shall furnish the Collateral Agent free of charge with all information, records and documents that are legally required or which may be otherwise reasonably advisable for the purpose of securing, perfecting or otherwise implementing and/or enforcing the Pledge and/or the Collateral Rights.

4. Representations and warranties

In addition to and without prejudice to any representation and warranties given by the Pledgor and any other Loan Party under any Loan Document, the Pledgor represents and warrants to the Collateral Agent acting for itself and on behalf of each Pledgee as at the date hereof (unless expressly state otherwise) and as per any date per which representations and warranties are to be repeated in accordance with the Credit Agreement as follows:

- (a) the Pledgor is and will be the legal and beneficial owner of the Pledged Assets free and clear of any Security (except as created under this Agreement and except Security permitted to exist under the Loan Documents) and/or any restriction on the ability to encumber, transfer or realise all or any part of the Pledged Assets;
- (b) all Pledged Assets have been validly created and, to the extent registration is possible and required pursuant to this Agreement, all Pledged Assets are properly registered in the name of the Pledgor or an application for registration in the name of the Pledgor has been made with the competent registration organisation; and
- (c) all details regarding the Material Intellectual Property set out in Schedule 2 and the updated Schedule 2 referred to in paragraph (b) of Clause 3 (*Further Undertakings of the Pledgor*) are correct, accurate, complete and up-to-date, subject to an amendment to the Material Intellectual Property referred to therein made after the date hereof (or after the date when the updated information has been provided) and made in accordance with this Agreement and the other Loan Documents.

5. Enforcement

- (a) Upon the occurrence of an Enforcement Event (which has not been rescinded), the Collateral Agent (acting on behalf of the Pledgees) shall be entitled (but not obliged), at its full discretion and without prior notice, to:
 - (i) effect Enforcement by either (1) private realisation (*Private Verwertung*), including, to the extent legally permitted self-sale (*Selbsteintritt*) of Pledged Assets or (2) enforcement proceedings pursuant to the DEBA under the exclusion of Art. 41 (1^{bis}) DEBA (waiver of the *beneficium excussionis realis*) and the Parties agree in advance that a "*Freihandverkauf*" shall be admissible; and

- (ii) act as Collateral Agent contracting in its own name and in the name of the Pledgees and on its and their accounts or for the account of third persons in private or official Enforcement.
- (b) The Collateral Agent shall be free to enforce all or only part of the Pledged Assets and to determine the order of enforcement into the Pledged Assets.
- (c) Failure by the Collateral Agent or any other Pledgee to sell Pledged Assets or to exercise any right or remedy shall not result in any liability of the Collateral Agent or any other Pledgee and shall not prejudice any of the rights the Collateral Agent and the other Pledgees may have under this Agreement or any other of the Loan Documents nor be a waiver of any obligation of the Pledgor hereunder and/or thereunder.
- (d) Notwithstanding previous sales or transfers of Pledged Assets without formality or notice, the Collateral Agent retains the right at all times to take any measure he deems necessary or appropriate in accordance with the DEBA.
- (e) The Pledgor agrees that the Collateral Agent can instruct a third party that is an agent for the Collateral Agent to conduct the Enforcement of the Pledge for its account.
- (f) In connection with an Enforcement under this Agreement, the Pledgor:
 - (i) waives any right of requesting that the Pledged Assets be realised before foreclosure in any of its other assets or before exercise of any other Security interest which may have been granted to the Collateral Agent and/or the other Secured Parties for the Secured Obligations;
 - (ii) shall at the request of the Collateral Agent fully co-operate with the Collateral Agent and use its best efforts in assisting the Collateral Agent with regard to the Enforcement; and
 - (iii) shall upon request by the Collateral Agent furnish the Collateral Agent free of charge with all information, records and documents that are required or requested for the purpose of enforcing this Agreement, in copy or, if necessary or requested by the Collateral Agent, in original.

6. Swiss Up-stream and Cross-stream Limitation and Withholding Tax

If and to the extent that the Pledge granted by the Pledgor secures obligations other than its own obligations or obligations of one of its Subsidiaries (i.e. obligations of its direct or indirect parent companies or shareholders, respectively, (up-stream security) or sister companies (including any companies held by any of its shareholders) (cross-stream security)) and that using the proceeds from enforcement under this Agreement (in particular enforcement of the Pledge) would constitute a repayment of capital (*Einlagerückgewähr*), a violation of the legally protected reserves (*gesetzlich geschützte Reserven*) or the payment of a (constructive) dividend (*Gewinnausschüttung*) by the Pledgor ("**Swiss Restricted Obligations**"), the following shall apply:

- (a) the proceeds from the enforcement of the Pledge to be applied towards discharging Swiss Restricted Obligations shall be limited to the Swiss Available Amount (as defined below) at the time the of enforcement under this Agreement, provided that this is a requirement under applicable law at that time and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) affect the Pledge granted by the Pledgor under this Agreement in excess thereof, but merely postpone the time of using such proceeds from enforcement of the Pledge until such times as application towards discharging the Swiss Restricted Obligations is again permitted notwithstanding such limitation;
- (b) for the purposes of paragraph (a), "**Swiss Available Amount**" means the maximum amount of the Pledgor's profits and reserves available for distribution to its shareholder(s) under applicable Swiss law, presently being the amount equal to the positive difference between (1) the assets of the Pledgor and (2) the aggregate of the Pledgor's (A) liabilities other than Swiss Restricted Obligations, (B) stated capital, and (C) statutory reserves (*gesetzliche Reserven*) to the extent such reserves must be maintained by mandatory law;
- (c) immediately when proceeds from the enforcement of the Pledge are to be applied towards discharging Restricted Obligations:
 - (i) proceeds from the enforcement of the Pledge shall be applied towards discharging Restricted Obligations, to the extent not affected by the above limitations; and
 - (ii) in respect of any remainder, if and to the extent requested by the Collateral Agent or required under then applicable Swiss law, the Pledgor shall provide the Collateral Agent with an interim balance sheet audited by the statutory auditors of the Pledgor setting out

the Swiss Available Amount and, immediately thereafter, proceeds in the amount of the Swiss Available Amount (less, if required, any Swiss Withholding Tax) shall be applied towards discharging Restricted Obligations to the extent not already covered by (i) above;

- (d) in respect of Swiss Restricted Obligations, the Pledgor shall:
 - (i) if and to the extent required by applicable law in force at the relevant time:
 - (1) subject to any applicable double tax treaties, deduct the Swiss Withholding Tax at the rate of thirty five percent (35%) (or such other rate as is in force at that time) from any payment made by it in respect of Swiss Restricted Obligations;
 - (2) pay any such deduction to the Swiss Federal Tax Administration; and
 - (3) notify and provide evidence to the Lenders that the Swiss Withholding Tax has been paid to the Swiss Federal Tax Administration; and
 - (ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Finance Parties for the deduction of the Swiss Withholding Tax, notwithstanding anything to the contrary contained in the Loan Documents, unless such payment is permitted under the laws of Switzerland then in force. The Pledgor shall use its best efforts to ensure that any person which is, as a result of a payment under the Loan Documents, entitled to a full or partial refund of the Swiss Withholding Tax, will, as soon as possible after the deduction of the Swiss Withholding Tax, (x) request a refund of the Swiss Withholding Tax under any applicable law (including double tax treaties) and (y) pay to the Collateral Agent upon receipt any amount so refunded;
- (e) the Pledgor shall take and cause to be taken all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under this Agreement and the receipt of any confirmations from the Pledgor's auditors, which may be useful or required as a matter of Swiss mandatory law in force at the time it is required to make a payment or perform other obligations under this Agreement in order to allow a prompt payment and performance of other obligations under this Agreement with a minimum of limitations; and

- (f) if the enforcement of Swiss Restricted Obligations would be limited due to the effects referred to in this Clause 6 (*Swiss Up-stream and Cross-stream Limitation and Withholding Tax*), then the Pledgor shall to the extent permitted by applicable law (A) write up or realise any of its assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realisation, however, only if such assets are not necessary for the Pledgor's business (*nicht betriebsnotwendig*) and/or (B) convert equity capital (*Aktienkapital*) into freely distributable reserves by way of reduction of equity capital (*Aktienkapitalreduktion*), and/or (C) reduce equity capital (*Aktienkapitalreduktion*) and make payments based on the respective Swiss Available Amount in accordance with this Clause 6 (*Swiss Up-stream and Cross-stream Limitation and Withholding Tax*).

7. Conditional Assignment

To the extent that the Pledge on the Material Intellectual Property and the Related Assets cannot be perfected and/or enforced under Clauses 2 (*Pledge and Pledgor's Obligations*), 3 (*Further Undertakings of the Pledgor*) and 5 (*Enforcement*) under applicable law, this Agreement, upon the occurrence of an Enforcement Event (which has not been rescinded), constitutes a conditional assignment pursuant to art. 164 et seq. CO by way of security (*Sicherungszession*) and/or the transfer of title by way of security (*Sicherungsübereignung*), as the case may be, of said Material Intellectual Property and Related Assets from the Pledgor to the Collateral Agent, allowing the Collateral Agent, to perfect (i) private realisation or (ii) institute enforcement proceedings each as stated in Clause 5 (*Enforcement*).

8. Allocation and application of proceeds

- (a) The Collateral Agent shall be entitled to allocate at any time prior to or on Enforcement the Security granted hereby proportionally to the respective interests of each of the Pledgees and notify the Pledgor of such allocation in the name and on behalf of any of the Pledgees, all subject to the Intercreditor Agreement.
- (b) Any proceeds received hereunder by the Collateral Agent acting for the benefit of the Secured Parties in particular any proceeds received under Clause 5 (*Enforcement*), shall be applied in accordance with the Intercreditor Agreement, in particular in accordance with its clause 16 (*Application of Proceeds*) or any other relevant Loan Document.

9. Additional Pledgees

The Pledgor acknowledges and agrees that the Collateral Agent is entering into this Agreement acting as creditor in its own right (including as creditor of the Parallel Debt) and as representative (*direkter Stellvertreter*) pursuant to clause 18.3 (*Appointment and Authorization of Collateral Agent for purposes of Swiss Security Documents*) of the Intercreditor Agreement and section 9.17 (*Appointment and Authorization of Agents*) of the Credit Agreement for itself and for each other Pledgee (directly and/or indirectly, as the case may be) and that for such purpose upon an additional person becoming a Secured Party under the Intercreditor Agreement, such new Secured Party shall automatically become a Pledgee hereunder and any Secured Party which has ceased to be a Secured Party shall automatically cease to be a Pledgee hereunder. The Collateral Agent shall maintain a list of Secured Parties (Pledgees) and upon request provide the Pledgor with up-to-date copies thereof.

10. Power of attorney

Until such time as the Secured Obligations (other than contingent indemnification obligations, Letters of Credit that have been Cash Collateralized and Cash Management Agreements, Swap Contracts, and Ancillary Facilities for which arrangements that are acceptable to the provider of such services have been made) have been paid in full and the Commitments have expired or been terminated, the Pledgor hereby grants the Collateral Agent a power of attorney to and the Collateral Agent shall have the right to execute, deliver and perfect all documents in the Pledgor's name and on the Pledgor's behalf and do all things which it may reasonably consider to be required for:

- (a) carrying out any obligation imposed on the Pledgor under this Agreement (including the execution and delivery of any deeds, notices, charges, assignments or other security, including to transfer Pledged Assets to an acquirer); and
- (b) enabling the Collateral Agent to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on the Pledgor by or pursuant to this Agreement or by Law (including, following the occurrence of an Enforcement Event (which has not been rescinded), the exercise of any right related to the Pledged Assets),

provided that the power of attorney granted hereby cannot be exercised by the Collateral Agent unless either (i) an Enforcement Event occurred (which has not been rescinded) or (ii) the Pledgor has failed to comply with a further assurance or perfection obligation within 5 Business Days of the Pledgor being notified of that failure and being requested to comply by the Collateral Agent.

11. Continuing Security; effectiveness of Security

- (a) The Pledge constitutes a continuing Security interest which shall be cumulative, in addition to and independent of every other Security which the Collateral Agent or any other Pledgee may at any time hold for the Secured Obligations or any rights, powers and remedies provided by Law. The Pledge expressed to be created under this Agreement shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation), extension, compromise or release of any or all of the Secured Obligations or the Loan Documents or of any other Security from time to time.
- (b) Until release of the Pledged Assets pursuant to Clause 12 (*Release of Pledged Assets*) and unless the Collateral Agent otherwise directs or unless otherwise contemplated by the Loan Documents, the Pledgor will not exercise any rights which it may have upon Enforcement (i) to be indemnified by any other Loan Party, (ii) to claim any contribution from any guarantor of the obligations of any Loan Party under the Loan Documents and/or (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Collateral Agent or any other Pledgee under the Loan Documents or of any other guarantee or Security taken pursuant to, or in connection with the Loan Documents by any of them.

12. Release of Pledged Assets

- (a) The Collateral Agent shall release and discharge the Pledged Assets in accordance with the terms and conditions of the Credit Agreement.
- (b) Subject to reinstatement rights pursuant to the Credit Agreement, upon release and discharge pursuant to paragraph (a) of this Clause 12 (*Release of Pledged Assets*), the Pledge created pursuant to this Agreement shall terminate in accordance with the terms and conditions of the Credit Agreement and the Pledged Assets then remaining and not previously applied against the Secured Obligations shall be released by the Collateral Agent.
- (c) Upon request and at the costs of the Pledgor, the Collateral Agent (or any other Pledgee under this Agreement) shall, after discharge as described in this Clause 12 (*Release of Pledged Assets*), notify any authority or other competent registration organisation with whom the Pledge has been registered that the Pledge has been released.

13. Miscellaneous

13.1. Exculpation and indemnity

- (a) Neither the Collateral Agent nor any other Secured Party shall be liable for any loss or damage suffered by the Pledgor, except in case of bad faith, wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Collateral Agent or such other Secured Party (or any officer, employee, agent or delegate of, or appointed by, Collateral Agent or such other Secured Party for which they are responsible pursuant to mandatory applicable Law).
- (b) The Pledgor will fully release, discharge and indemnify the Collateral Agent, the other Secured Parties and any delegate and auxiliary person of the Collateral Agent and of any other Secured Party and keep them fully harmless for any claims raised or brought against them in connection with this Agreement, save in respect of loss or damage suffered as a result of bad faith, wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Collateral Agent or such other Secured Party (or any officer, employee, agent or delegate of, or appointed by, the Collateral Agent or any other Secured Party for which they are responsible pursuant to mandatory applicable Law).

13.2. Waivers and amendment

- (a) No failure on the part of the Collateral Agent or any other Pledgee to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Collateral Right preclude any further or other exercise of that or any other Collateral Right.
- (b) Any amendment or waiver of this Agreement or any provision of this Agreement (including this paragraph (d) of this Clause 13.2 (*Waivers and amendment*)) shall only be binding if agreed in writing by the Parties.

13.3. No assignment or transfer by Pledgor

The rights and obligations of the Pledgor under this Agreement may not be assigned or transferred without the prior written consent of the Collateral Agent.

13.4. Successor Collateral Agent

If a successor of the Collateral Agent is appointed pursuant to the Intercreditor Agreement or any other Loan Document, the Collateral Agent may assign and

transfer by way of written agreement all of its rights and obligations hereunder (including by way of transfer of agreement (*Vertragsübernahme/-übertragung*)) to his successor without further consent of the Pledgor. The Pledgor herewith irrevocably and unconditionally agrees in advance to such transfer and assignment and to recognise any such successor Collateral Agent as new Collateral Agent in substitution of the retiring Collateral Agent, and to do all acts (at its own cost) necessary or useful (acting reasonably) for the successor Collateral Agent to be recognised by third parties as new Collateral Agent hereunder (including countersigning the written agreement of assignment and transfer and notices to the debtors of Assigned Claims).

13.5. Notices

(a) Notices under this Agreement shall be sent to the following addresses:

- (i) If to the Collateral Agent:
UBS AG, STAMFORD BRANCH
677 Washington Boulevard
Stamford, Connecticut 06901
Attention: UBS Agency
Telephone: +1 203-719-4319
Telefax: +1 203-719-4176
Email: : DL-UBSAgency@ubs.com
- (ii) If to the Pledgor:
Vat Holding AG
Seelistrasse 1
CH 9469 Haag (Rheintal)
Attention: Mr. Christoph Pichler
Telephone: +41 81 772 41 18
Fax: +41 81 772 43 93
Email: c.pichler@vat.ch

or to such other address notified in accordance with this provision.

(b) In addition, for the avoidance of doubt, section 10.02 (*Notices; Electronic Communications*) of the Credit Agreement shall apply to this Agreement.

13.6. Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement, and the Parties will negotiate in good faith to

replace the relevant provision by another provision reflecting as closely as possible the original intention and purpose of the Parties.

13.7. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

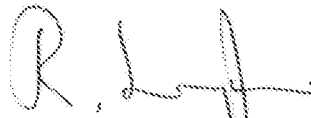
14. Law and Jurisdiction

- (a) This Agreement shall in all respects, including all the rights in rem aspects, be governed by and construed in accordance with the substantive laws of Switzerland (to the exclusion of conflict of law rules).
- (b) Each Party submits to the exclusive jurisdiction of the Courts of the Canton of Zurich, Switzerland, venue being Zurich 1 (and to the extent it can be agreed by the Parties, the commercial court of the Canton of Zurich (*Handelsgericht*) shall be competent), with the right to appeal to the Swiss Federal Court (*Schweizerisches Bundesgericht*) in Lausanne as provided by law, whose judgment shall be final, for all purposes relating to this Agreement. The Collateral Agent and each other Pledgee reserves the right to bring an action against the Pledgor at its place of domicile or before any other competent court.
- (c) With respect to the enforcement of any obligations of the Pledgor to the Collateral Agent or any other Pledgee under this Agreement and if there is no ordinary place of foreclosure (*Betreibungsort*) in Switzerland in relation to the Pledgor pursuant to the DEBA, the place of foreclosure (*Betreibungsort*) shall be Zurich 1, which shall operate as a special domicile (*Spezialdomizil*) of the Pledgor pursuant to article 50 para. 2 DEBA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and dated on behalf of the Parties as per 7 May 2014.

Vat Holding AG, as Pledgor


By: DR. RETO LÖFFLE
Function: Authorised signatory


By: PICKLER CHRISTOPH
Function: Authorised signatory

UBS AG, STAMFORD BRANCH, as Collateral Agent, acting for itself (including as creditor of the Parallel Debt) and as representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees

By:
Function:

By:
Function:

IN WITNESS WHEREOF, this Agreement has been executed and dated on behalf of the Parties as per 7 May 2014.

Vat Holding AG, as Pledgor

By:

Function:

By:

Function:

UBS AG, STAMFORD BRANCH, as Collateral Agent, acting for itself (including as creditor of the Parallel Debt) and as representative (*direkter Stellvertreter*) in the name and for the account of the other Pledges



By:

Lana Gifas

Function:

Director

Banking Products Services, US



By:

Kenneth Chin

Function

Director

Banking Products Services

Schedule 1: List of Original Pledgees

As per separate document attached hereto.

Schedule 2: Material Intellectual Property

This Schedule is given as per 31 March 2014.

Material Intellectual Property owned by the Pledgor and to the extent possible registered in the name of the Pledgor with the competent registration authorities.

1. Copyrights

None.

2. Patents

As per separate document attached hereto.

3. Trade Marks

As per separate document attached hereto.

4. Domain Names

None.

Schedule 3: Form of Notification Letter to the Swiss Institute of Intellectual Property

[Letterhead of Pledgor]

EINSCHREIBEN
Eidgenössisches Institut für Geistiges Eigentum
Einsteinstrasse 2
CH-3003 Bern

[Place, date]

Verpfändung von Marken und Patenten

Sehr geehrte Damen und Herren

Wir melden Ihnen hiermit an, dass wir die folgenden Marken und Patente an die UBS AG, Stamford Branch 677 Washington Boulevard, Stamford, Connecticut 06901, USA ("**UBS Stamford**") verpfändet haben:

[...]

UBS Stamford ist in der Schweiz vertreten durch Walder Wyss AG, Seefeldstrasse 123, 8034 Zürich (z.H. Herr Lukas Wyss).

Wir ersuchen Sie um Eintragung des Pfandrechts über die genannten Marken und Patente im Schweizerischen Markenregister respektive Patentregister und die Zustellung einer Eintragungsbestätigung an uns und an die hiesigen Vertreter der Pfandgläubigerin (vorgenannt).

Mit freundlichen Grüssen

[Pledgor]

By:
Function:

By:
Function

Schedule 4: Form of Notification Letter to the World Institute of Intellectual Property Organisation

[Letterhead of Pledgor]

Registered Mail
World Intellectual Property Organization
34, chemin des Colombettes
P.O. Box 18
1211 Geneva 20
Switzerland

[Place, date]

Pledge of Trademarks

Dear Ladies and Gentlemen

We hereby inform you that we entered into a pledge agreement dated [...] based on which we have pledged to UBS AG, Stamford Branch 677 Washington Boulevard, Stamford, Connecticut 06901, USA ("**UBS Stamford**") the following trademarks i.e.:

[...]

UBS Stamford is represented in Switzerland by Walder Wyss AG, Seefeldstrasse 123, 8034 Zürich (z.H. Herr Lukas Wyss).

We herewith kindly ask you to register this pledge in the international trademark register. For this purpose, we hereto enclose the duly filled out form MM 19 (e) and would be pleased if you could send a confirmation of the registration of the pledge in the international trademark register to us and also to the aforementioned representative of UBS Stamford.

Sincerely Yours,

[Pledgor]

By:
Function:

By:
Function

Annex: Form MM19 (E) OMPI

Schedule 5: Form of Notification Letter to Office of Harmonization for the Internal Market

See form attached as separate document

IP Right	File	Country	Applicant	Registration Date (national)	Registration No. (national)	Date of International Publication	Registration No. (international)	Publication Date (national)	Publication Number (national)	Publication Date (international)	Publication Number (international)	Grant date	Grant number	Client Code
Patent	05900	JP	Ventil-Teller	31-Mar-04	2004-102468	20-Oct-05	2005-291221	02-Jul-10	4541015			02-Jul-10	4541015	190JP
Patent	05900	KR	Ventil-Teller	12-Mar-04	10-2004-001707.4	15-Sep-05	10-2005-0091580	19-Mar-10	0860030			19-Mar-10	0860030	190KR
Patent	05900	TW	Ventil-Teller	18-Mar-04	93107270			11-Nov-09	8316997			11-Nov-09	8316997	190TW
Patent	05900	US	Ventil-Teller	18-Mar-04	10847.464	15-Sep-05	US 2005/019946	14-Nov-06	7.134.642			14-Nov-06	7.134.642	190US
Patent	50325	CN	Ventil-Schwimmender Teller	31-Oct-06	200610142788.5	27-Jun-07	CN 1.987.170.A	08-Dec-10	ZL 200610142788.5			08-Dec-10	ZL 200610142788.5	198CN
Patent	50325	N	Ventil-Schwimmender Teller	25-Oct-06	2326/DEL/2006	31-Aug-07	IN 2326/DEL/2006 DO							198IN
Patent	50325	JP	Ventil-Schwimmender Teller	30-Oct-06	2006-293419	05-Jul-07	JP 2007-170662 A	06-Jul-12	JP 5.032.826 B			06-Jul-12	JP 5.032.826 B	198JP
Patent	50325	KR	Ventil-Schwimmender Teller	31-Oct-06	10-2006-0106251	25-Jun-07	KR 10-2007-0065763 A1	24-Oct-13	10-1323811			24-Oct-13	10-1323811	198KR
Patent	50325	US	Ventil-Schwimmender Teller	20-Dec-05	11/311.434	21-Jun-07	US 2007/0138424 A1	08-Jul-08	US 7.396.001 B2			08-Jul-08	US 7.396.001 B2	198US
Patent (Continuation-In-Part)	50325	US1	Ventil-Schwimmender Teller	27-Oct-06	11/588.354	21-Jun-07	US 2007/0138425 A1	09-Feb-10	US 7.658.367 B2			09-Feb-10	US 7.658.367 B2	
Patent	50381	KR	VAT Eckventil	06-Sep-06	10-2006-0085596	14-Mar-07	10-2007-0029958					22-Feb-12	ZL200710136141.6	197KR
Patent	50438	CN	Ventilantrieb 2-fach	18-Jul-07	200710136141.6									198CN
Patent	50438	JP	Ventilantrieb 2-fach	13-Jul-07	2007-184695	07-Feb-08	2008-25636	11-Jan-13	5171137			11-Jan-13	5171137	198JP
Patent	50438	KR	Ventilantrieb 2-fach	18-Jul-07	10-2007-0071623	23-Jan-08	10-2008-0008272							198KR
Patent	50438	TW	Ventilantrieb 2-fach	17-Jul-07	96125936	16-Mar-08	200813354	13-Jul-13	1399499 B			13-Jul-13	1399499 B	198TW
Patent	50438	US	Ventilantrieb 2-fach	18-Jul-07	11/879.500	24-Jan-08	US 2008/0017820 A1	23-Apr-13	8.424.843			23-Apr-13	8.424.843	198US
Patent	50465	JP	Vakuumkammer-Abschließung-Dichtung	24-Jan-07	2007-013989	04-Oct-07	2007-258681	07-Sep-12	5076374			07-Sep-12	5076374	203JP
Patent	50465	KR	Vakuumkammer-Abschließung-Dichtung	24-Jan-07	10-2007-0007415	27-Jul-07	10-2007-0077790	19-Jul-13	1289717			19-Jul-13	1289717	203KR
Patent	50465	US	Vakuumkammer-Abschließung-Dichtung	19-Jan-07	11/653.111	16-Aug-07	US 2007-0186851 A1	17-Jan-12	8.097.084			17-Jan-12	8.097.084	203US
Patent	50538	CN	Ventil-Flachantrieb	08-Mar-07	200710102242.1			13-Apr-11	200710102242.1			13-Apr-11	200710102242.1	207CN
Patent	50538	JP	Ventil-Flachantrieb	07-Mar-07	2007-122388	15-Nov-07	2007-298177	25-Mar-12	5001062			25-Mar-12	5001062	207JP
Patent	50538	KR	Ventil-Flachantrieb	04-Mar-07	10-2007-0043597	08-Nov-07	10-2007-0108083							207KR
Patent	50538	US	Ventil-Flachantrieb Ventilierter-Abbindung Nase	04-Mar-07	11/744.814	08-Nov-07	US 2007/0257220 A1	10-Mar-09	7.500.649			10-Mar-09	7.500.649	207US
Patent	50578	KR	Ventil-Flachantrieb Nase	13-Jul-07	10-2007-0070838	23-Jan-08	10-2008-0008243							210KR
Patent	50635	CN	Ventil-Schwimmender Ring	20-Dec-06	200610169213.2	27-Jun-07	CN 1.987.171 A	29-Sep-10	ZL 200610169213.2			29-Sep-10	ZL 200610169213.2	212CN
Patent	50635	JP	Ventil-Schwimmender Ring	20-Dec-06	2006-342379	05-Jul-07	JP 2007-170666 A	12-Oct-12	JP 5.108.292 B			12-Oct-12	JP 5.108.292 B	212JP
Patent	50635	KR	Ventil-Schwimmender Ring	20-Dec-06	10-2006-0131116	25-Jun-07	KR 10-2007-0065843 A1	23-Oct-13	10-1323311			23-Oct-13	10-1323311	212KR
Patent (Continuation-In-Part)	50635	US	Ventil-Schwimmender Ring	19-Dec-06	11/641.114			28-Sep-10	US 7.802.772 B2			28-Sep-10	US 7.802.772 B2	212US
Patent	50736	CN	VAT Parallelogramm	10-Jun-08	200810110106.1	21-Jun-07	US 2007/0138426 A1	05-Jun-13	ZL200810110106.1			05-Jun-13	ZL200810110106.1	215CN

Patent	50736	JP	VAT Parallelogramm	05-Jun-08	2008-145285			16-Jan-09	2009-8256			26-Jul-13	5324827	215JP
Patent	50736	KR	VAT Parallelogramm	05-Jun-08	10-2008-0053258			11-Dec-08	10-2008-0108044					215KR
Patent	50736	US	VAT Parallelogramm	09-Jun-08	12135.751			11-Dec-08	US 2008/0302889 A1			19-Jul-11	7.980.529	215US
Gebrauchsmuster	50863	DE	Magnetventilanteh	16-Apr-08	202008005238.6			04-Sep-08				04-Sep-08	DE 602008005238	220DE
Patent	50962	CN	Ventilierter-Arbindung	17-Jul-09	200910140376.1			20-Jan-10	CN 101629650 A			10-Okt-12	ZL 200910140376.1	222CN
Patent	50962	IN	Kleimboizen	16-Jul-09	1465/DEL/2009									222IN
Patent	50962	JP	Kleimboizen	17-Jul-09	2009-168462			12-Feb-10	JP 2010-032045 A			13-Dec-13	5433330	222JP
Patent	50962	KR	Ventilierter-Arbindung	17-Jul-09	10-2009-0065483			27-Jan-10	KR 10-2010-0009516 A1					222KR
Patent	50962	SG	Ventilierter-Arbindung	10-Jul-09	200904699-6			26-Feb-10	SG 158.810 A			31-Mrz-11	SG 158.810 B	222SG
Patent	50962	TW	Kleimboizen	17-Jul-09	98124174			16-Jun-10	TW 201022565 A					222TW
Patent	50962	US	Ventilierter-Arbindung	16-Jul-09	12504.358			21-Jan-10	US 2010/0012878 A1			14-Jul-11	US 7.959.130 B2	222US
Patent	50978	CN	VAT Dreidurchführung	27-Aug-09	200980138875.5	27-Aug-09	PCT/EP2009/061061	31-Aug-11	CN 102171499 A	11-Mrz-10	WO 2010/026100	20-Mrz-13	ZL 200980138875.5	230WOCN
Patent	50978	DE	VAT Dreidurchführung	27-Aug-09	11.2009.002.071.2	27-Aug-09	PCT/EP2009/061061			11-Mrz-10	WO 2010/026100	08-Nov-12	11.2009.002.071.2	230WODE
Patent	50978	JP	VAT Dreidurchführung	27-Aug-09	2011-525508	27-Aug-09	PCT/EP2009/061061	26-Jan-12	2012-502231	11-Mrz-10	WO 2010/026100			230WOJP
Patent	50978	KR	VAT Dreidurchführung	27-Aug-09	10-2011-7007413	27-Aug-09	PCT/EP2009/061061	31-Mar-11	10-2011-0057198	11-Mrz-10	WO 2010/026100			230WOKR
Patent	50978	US	VAT Dreidurchführung	27-Aug-09	13062.458	27-Aug-09	PCT/EP2009/061061	14-Jul-11	US-2011-0168937-A1	11-Mrz-10	WO 2010/026100			230WOUS
Patent	51084	EP1	VAT Parkende Dichtung	21-Jul-10	10734142.2	21-Jul-10	PCT/EP2010/060566	27-Jun-12	2.467.628	24-Feb-11	WO 2011/020672			
Patent	51084	JP	VAT Parkende Dichtung	21-Jul-10	2012-5251111	21-Jul-10	PCT/EP2010/060566	24-Jan-13	2013-502542	24-Feb-11	WO 2011/020672			233WOJP
Patent	51084	KR	VAT Parkende Dichtung	21-Jul-10	10-2012-7007007	21-Jul-10	PCT/EP2010/060566	18-Aug-12	10-2012-0089652	24-Feb-11	WO 2011/020672			233WOKR
Patent	51271	CN	Ventildeckel	22-Okt-10	201010609406.1			10-Aug-11	CN 102147077A					2431CN
Patent	51271	CN1	VAT Klappenventil	22-Okt-10	201010609444.7			06-Jul-11	CN 102117734 A					243CN
Patent	51271	EP	Schwenklagerung	22-Okt-09	09173836.9			27-Apr-11	EP 2.315.236 A1					243EP
Patent	51271	JP	VAT Klappenventil	22-Okt-10	2010-237296			12-Mar-11	JP 2011-093711 A					2431JP
Patent	51271	JP1	Schwenklagerung	22-Okt-10	2010-237297			02-Jun-11	JP 2011-108672 A					243JP
Patent	51271	KR	VAT Klappenventil	22-Okt-10	10-2010-0103718			28-Apr-11	KR 10-2011-0044163 A1					243KR
Patent	51271	KR1	Schwenklagerung	22-Okt-10	10-2010-0103719			28-Apr-11	KR 10-2011-0044164 A1					2431KR
Patent	51271	US	Ventildeckel	22-Okt-10	12910.531			28-Apr-11	US 2011/0095219 A1					2431US
Patent	51271	US1	Schwenklagerung	22-Okt-10	12910.568			28-Apr-11	US 2011/0095220-A1					243US
Patent	51272	CN	Lagerung	01-Feb-11	201110063229.6			21-Sep-11	CN 102192337 A					244CN
Patent	51272	EP	VAT Klappenventil	04-Feb-10	10152682.0			10-Aug-11	EP 2.335.132 A1					244EP
Patent	51272	JP	Lagerung	03-Feb-11	2011-021349			26-Aug-11	JP 2011-163557 A					244JP
Patent	51272	KR	Lagerung	01-Feb-11	10-2011-0010177			10-Aug-11	KR 10-2011-0090823 A1					244KR

Patent	51272	US	VAT Klappenventil	03-Feb-11	13.020.248			04-Aug-11	US 2011/0186762 A1			07-Jan-14	US 8 622.368 B2	244US
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22002	227DE	PAT	NAT	DE	Integrierte Folgesteuerung	E	10.2008.051.349.0	15.10.2008		12.11.2009	10.2008.051.349
22113	236DE	PAT	NAT	DE	Verwendbare Teileranbindung	E	10.2008.061.315.0	11.12.2008	10.2008.061.315	15.11.2012	10.2008.061.315
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22704	227JP	PAT	NAT	JP	Integrierte Folgesteuerung	S	2009-234308	08.10.2009			
22705	227KR	PAT	NAT	KR	Integrierte Folgesteuerung	S	2009-97563	14.10.2009	2010-96349		
22706	227US	PAT	NAT	US	Integrierte Folgesteuerung	E	12676.527	09.10.2009		15.05.2012	8.177.190
22737	231TW	PAT	NAT	TW	L-VAT mit Parallelführung	S	098132024	23.09.2009			
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22903	221WOIN	PAT	NAT	IN	Geschwindigkeitsregelung	S	460/CHENP/2010	21.07.2008			
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22905	221WOKR	PAT	NAT	KR	Geschwindigkeitsregelung	S	2010-701330	21.07.2008			
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23527	228WOCN	PAT	NAT	CN	Solarventil(verschwenkbareVentilplattenabstützung)	E	200980121365.7	06.05.2009	102057193	22.05.2013	ZL200980121365.7
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23760	242DE	PAT	NAT	DE	Mono mit O-Ring Klemmung (für Roll-Coater)	S	10.2010.053.411.0	06.12.2010			
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23762	242KR	PAT	NAT	KR	Mono mit O-Ring Klemmung (für Roll-Coater)	S	2010-0126834	13.12.2010	2011-127763		
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24019	236WOUS	PAT	NAT	US	Verwendbare Teileranbindung	E	201104237-1	04.12.2009			
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24746	247WOKR	PAT	NAT	KR	Aufblasbare Dichtung	S	2012-7015432	17.11.2010			
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25216	NAT	267ATDE	PAT	NAT	DE	Zweifeliger Spreizkeil	S	10.2013.006123.7	10.04.2013	10.2013.006123.7	
25217	NAT	267ATJP	PAT	NAT	JP	Zweifeliger Spreizkeil	S	2013-085299	15.04.2013	2013-224737	
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25452	NAT	268 KR	PAT	NAT	KR	Rahmenkonstruktion für Trageinheit	S	2013-0085323	19.07.2013		
25453	NAT	268 US	PAT	NAT	US	Rahmenkonstruktion für Trageinheit	S	13.641.645	15.07.2013	US-2014-0021396-A1	
25454	NAT	268 CN	PAT	NAT	CN	Teilerbestigung mit T-Nut, drehbar	S	201310304248.2	19.07.2013	103574084	
25455	NAT	269 JP	PAT	NAT	JP	Teilerbestigung mit T-Nut, drehbar	S	2013-151068	19.07.2013	2014-20562	
25456	NAT	269 KR	PAT	NAT	KR	Teilerbestigung mit T-Nut, drehbar	S	13.940.369	19.07.2013		
25457	NAT	269 US	PAT	NAT	US	Teilerbestigung mit T-Nut, drehbar	S	01.954.008	12.07.2013		
25510	NAT	277 CH	PAT	NAT	CH	Verlanoordnung	E	12.623.692	12.12.2008	US-2014-0021395-A1	
25511	NAT	277 US	PAT	NAT	US	Valve Arrangement	E	201310358017.X	24.11.2009		700.100
25512	NAT	270 CN	PAT	NAT	CN	Druckelement mit Rohrverbindung	S	2013-157970	16.08.2013	103591365	28.02.2013
25513	NAT	270 JP	PAT	NAT	JP	Druckelement mit Rohrverbindung	S	2013-0097080	30.07.2013	2014-37889	8,136,793
25514	NAT	270 KR	PAT	NAT	KR	Druckelement mit Rohrverbindung	S	13.969.647	16.08.2013		
25515	NAT	270 US	PAT	NAT	US	Druckelement mit Rohrverbindung	S	10.2009.051.679	19.08.2013	US-2014-0048736-A1	
25517	NAT	277 DE	PAT	NAT	DE	Verlanoordnung	S	2009-281342	03.11.2009		
25518	NAT	277 JP	PAT	NAT	JP	Verlanoordnung	S	A.589/2013	11.12.2009	2010-139073	
25519	NAT	277 CN	PAT	NAT	CN	elektrisch leitende Abstützung	S	201310526525.4	23.07.2013		
25625	NAT	275 CN	PAT	NAT	CN	L-Antrieb mit Feder	S	2013-224721	31.10.2013		
25626	NAT	275 JP	PAT	NAT	JP	L-Antrieb mit Feder	S	2013-0129058	29.10.2013		
25627	NAT	275 KR	PAT	NAT	KR	L-Antrieb mit Feder	S	102136673	29.10.2013		
25628	NAT	275 US	PAT	NAT	US	L-Antrieb mit Feder	S	14.068.092	11.10.2013		
25629	NAT	275 US	PAT	NAT	US	L-Antrieb mit Feder	S	PCT/EP2013/003169	31.10.2013		
25707	PCT	273US	PAT	PCT	WO	L-VAT mit T-Bewegung	S	13.005.463.8	22.10.2013		
25710	PAT	283 AT	PAT	EU	WO	TWIN/VAT-Aufbläsen	S	PCT/EP2013/003412	21.11.2013		
25761	PAT	274 WO	PAT	PCT	AT	Bleichehäuse mit Massivflansch	S		13.11.2013		
25982	PAT	284 AT	PAT	NAT	AT	Eckventil mit Handantrieb	S				
25983	PAT	285 AT	PAT	NAT	AT	Dichtungseinheit-statische und dynamische Dichtung	S				
26068	PAT	286 AT	PAT	NAT	AT	stiefe Stange	S	A.199/2014	18.03.2014		

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03. Apr 14

Zustand:

E - Erteilt

S - In Anmeldung

Markenregistrierungen

nach Marken sortiert

Datum: 16.01.2014

Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
COMVAT	Benelux (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Bulgarien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Dänemark (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Deutschland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Estland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Finnland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Frankreich (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Griechenland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
COMVAT	Grossbritannien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Indien (National)	Registriert	1315595	15.10.2004	15.10.2014	07	W080925
COMVAT	Irland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Italien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Japan (International)	Eingeschr. Verzeichnis	856906	28.10.2004	28.10.2014	07	W080927/IP
COMVAT	Kroatien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Lettland (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Litauen (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Malta (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM

Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
COMVAT	Österreich (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Polen (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Portugal (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Rumänien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Schweden (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Schweiz (National)	Registriert	527109	20.09.2004	20.09.2014	06, 07	W080920
COMVAT	Singapur (International)	Eingeschr. Verzeichnis	856906	28.10.2004	28.10.2014	07	W080927/SG
COMVAT	Slowakei (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Slowenien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM

Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
COMVAT	Spanien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Taiwan, R.o.C. (National)	Registriert	01206743	20.10.2004	01.05.2016	06	W080926
COMVAT	Tschechien (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	Ungarn (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
COMVAT	USA (International)	Eingeschr. Verzeichnis	856906	28.10.2004	28.10.2014	07	W080927/US
COMVAT	Zypern (EU)	Registriert	856906	28.10.2004	28.10.2014	06, 07	W080927/EM
VAT (fig.)	Benelux (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.)	Bulgarien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM



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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	China (International)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975
VAT (fig.) 	China (National)	Registriert	4357691	11.11.2004	28.05.2017	09	W081262
VAT (fig.) 	China (National)	Registriert	4357692	11.11.2004	28.05.2017	07	W080952
VAT (fig.) 	Dänemark (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Deutschland (EU)	Registriert	840794	01.10.2004 Seniorität	01.10.2014	07, 09	W080975/EM

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Deutschland (National)	Seniorität beansprucht	1 079 844	30.04.1984	30.04.2014 keine Verlängerung	07, 09	W080946
VAT (fig.) 	Estland (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Finnland (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Frankreich (EU)	Registriert	840794	01.10.2004 Seniorität	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Frankreich (National)	Seniorität beansprucht	1267733	05.04.1984	05.04.2014 keine Verlängerung	07, 09	W080940

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Griechenland (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Grossbritannien (EU)	Registriert	840794	01.10.2004 Seniorität	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Grossbritannien (National)	Seniorität beansprucht	1215667	28.03.1984	28.03.2015 keine Verlängerung	07	W080942
VAT (fig.) 	Grossbritannien (National)	Seniorität beansprucht	1215668	28.03.1984	28.03.2015 keine Verlängerung	09	W080943
VAT (fig.) 	Indien (National)	Angemeldet	1325977	15.12.2004	15.12.2014	07	W080980

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Irland (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Italien (EU)	Registriert	840794	01.10.2004 Seniorität	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Italien (National)	Seniorität beansprucht	1084417	04.04.1984	04.04.2014 keine Verlängerung	07, 09	W080941
VAT (fig.) 	Japan (International)	Registriert	840794	01.10.2004 Ersetzung	01.10.2014	07, 09	W080975/IP
VAT (fig.) 	Kroatien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Lettland (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Litauen (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Malaysia (National)	Registriert	04020267	23.12.2004	23.12.2014	07	W080974
VAT (fig.) 	Malta (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Österreich (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Polen (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Portugal (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Rumänien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Schweden (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Schweiz (National)	Registriert	335735	27.03.1984	27.03.2014	07, 09	W080939

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Singapur (International)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975
VAT (fig.) 	Slowakei (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Slowenien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Spanien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Südkorea (International)	Teilweise def. Schutzverw.	840794	01.10.2004	01.10.2014	07, 09	W080975/KR

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	Südkorea (National)	Registriert	550624	28.12.2001	11.06.2023	07, 09	W080949
VAT (fig.) 	Taiwan, R.o.C. (National)	Registriert	1125083	12.11.2003	01.11.2014	07	W080951
VAT (fig.) 	Taiwan, R.o.C. (National)	Registriert	1121364	12.11.2003	01.10.2014	09	W081179
VAT (fig.) 	Tschechien (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT (fig.) 	Ungarn (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM

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Marke	Land	Status	Nummer	Datum	Gültig bis	Klassen	Unsere Ref.
VAT (fig.) 	USA (International)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/US
VAT (fig.) 	Zypern (EU)	Registriert	840794	01.10.2004	01.10.2014	07, 09	W080975/EM
VAT weiss (fig.) 	USA (National)	Registriert	1,315,568	10.02.1984	22.01.2015	09	W080950