

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT4498180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/24/2016

**CONVEYING PARTY DATA**

Name	Execution Date
SICPA SECURITY SOLUTIONS SA	06/24/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	SICPA SA
<b>Street Address:</b>	AVENUE DE FLORISSANT 41
<b>City:</b>	PRILLY
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-1008

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	15518923

**CORRESPONDENCE DATA**

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<b>ATTORNEY DOCKET NUMBER:</b>	P51021
<b>NAME OF SUBMITTER:</b>	ROBERT W. MUELLER
<b>SIGNATURE:</b>	/Robert W. Mueller/
<b>DATE SIGNED:</b>	07/11/2017

**Total Attachments: 12**

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P51021

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : SICPA HOLDING SA

Inventor(s) : Charles FINKEL et al.

Confirmation. No.: 8912

Appl. No. : 15/518,923

Filed : April 13, 2017

For : INTERFACE WITH SECURE INTERMEDIARY PLATFORM TO GENERATE  
DATA COMPATIBLE WITH AN EXTERNAL SYSTEM IN AN OIL AND  
GAS ASSET SUPPLY CHAIN

*RECORDATION OF MERGER*

Commissioner for Patents  
U.S. Patent and Trademark Office  
Customer Service Window, Mail Stop Assignment Division  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

Commissioner:

Applicant encloses herewith a Merger Agreement whereby SICPA SECURITY SOLUTIONS SA was merged into SICPA SA on June 24, 2016. Per the Merger Agreement, SICPA SA, the surviving entity of the merger, took over all assets of SICPA SECURITY SOLUTIONS SA, which included certain rights in the above-captioned patent application.

Accordingly, Applicant requests recordation of the enclosed Merger Agreement in the U.S. Patent and Trademark Office to provide notice of the transfer of SICPA SECURITY SOLUTIONS SA's rights in the pending application to SICPA SA.

While no fees are believed due for recording this Merger Agreement, in the event any fees are required, the Commissioner is authorized to charge such fees to Deposit Account No. 19-0089.

P51021

If there are any questions regarding this matter, the undersigned may be contacted at the number below.

Respectfully submitted,  
SICPA HOLDING SA

/Robert W. Mueller/ Reg. No. 35,043  
Robert W. Mueller

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Neil F. Greenblum  
Reg. No. 28394

July 11, 2017  
GREENBLUM & BERNSTEIN, P.L.C.  
1950 Roland Clarke Place  
Reston, VA 20191  
(703) 716-1191

# CONTRAT DE FUSION

du 24 juin 2016

entre

SICPA SA, société anonyme de droit suisse, ayant son siège 41, Avenue de Florissant, Prilly (Vaud)

("SICPA SA")

d'une part,

et

SICPA SECURITY SOLUTIONS SA, société anonyme de droit suisse, ayant son siège 41, Avenue de Florissant, Prilly (Vaud)

("SSS")

d'autre part,

(ci-après ensemble les "Parties" et individuellement une "Partie").

IL EST PREALABLEMENT EXPOSE CE QUI SUIT:

- SICPA SA est dotée d'un capital-actions de CHF [REDACTED] entièrement libéré, constitué de 6'115 actions nominatives de CHF [REDACTED] chacune;
- SSS est dotée d'un capital-actions de CHF [REDACTED] entièrement libéré, constitué de 2'000 actions nominatives de CHF [REDACTED] chacune;
- SICPA SA et SSS ont décidé de fusionner par absorption de SSS par SICPA SA, selon les termes du présent contrat de fusion (le "Contrat") et conformément aux dispositions de la Loi fédérale du 3 octobre 2003 sur la fusion, la scission, la transformation et le transfert de patrimoine ("LFus");
- L'ensemble du capital-actions de SSS est détenu par SICPA SA. Une copie du registre des actions de SSS figure en Annexe C.

- Dès lors que l'ensemble du capital-actions de SSS est détenu par SICPA SA, la fusion aura lieu aux conditions simplifiées prévues par les articles 23 al. 1 let. a LFus et 24 al. 1 LFus (fusion simplifiée entre société-mère et société-fille).

EN CONSÉQUENCE, LES PARTIES SONT CONVENUES DE CE QUI SUIT:

### Article 1

#### Fusion

- 1.1 SICPA SA et SSS conviennent de fusionner conformément aux articles 3 ss LFus (la "Fusion").
- 1.2 La Fusion intervient sous la forme d'une absorption de SSS par SICPA SA.
- 1.3 Par la Fusion, SICPA SA reprend l'ensemble des actifs et passifs de SSS par voie de succession universelle, de sorte que SSS sera dissoute et radiée du Registre du commerce.

### Article 2

#### Bilan de Fusion

- 2.1 La Fusion intervient sur la base du bilan audité de SSS au 31 décembre 2015, annexé au présent Contrat pour en faire partie intégrante (Annexe A), présentant:

— un total d'actif de CHF ██████████

— un total de passif envers les tiers de CHF ██████████

— soit un excédent de passif de CHF ██████████

- 2.2 Le montant du surendettement (CHF ██████████) de SSS au 31 décembre 2015 est entièrement couvert par des postpositions consenties par SICPA HOLDING SA et SICPA SA. Par contrats des 25 mars 2013, 11 mars 2015 et 19 février 2016, SICPA HOLDING SA (sise 41, Avenue de Florissant, Prilly (Vaud)) et SICPA SA ont en effet accepté que les créances qu'elles détiennent, chacune en ce qui les concerne, contre SSS soient placées à un rang inférieur à celui de toutes les autres créances existantes ou futures détenues par quelque personne ou entité que ce soit à l'encontre de SSS. Ces créances figurent dans le bilan audité de SSS au 31 décembre 2015 pour un montant total de CHF ██████████ (correspondant à une créance d'un

montant total de CHF [REDACTED] de SICPA HOLDING SA et une créance d'un montant total de CHF [REDACTED] de SICPA SA).

- 2.3 Par attestation du 24 juin 2016 figurant en Annexe B, KPMG SA, agissant en qualité d'expert-réviseur agréé, a confirmé, conformément à l'article 6 al. 2 LFus, que SICPA SA dispose de fonds propres librement disponibles équivalant au moins au montant du découvert et du surendettement, de sorte que la condition fixée par l'article 6 al. 1 LFus est remplie.

### Article 3

#### Rapport d'échange et augmentation de capital

La Fusion a lieu sans échange d'actions ni augmentation de capital, étant donné que SICPA SA détient la totalité du capital social de SSS.

### Article 4

#### Attribution de droits spéciaux

SSS n'a pas émis de droits spéciaux, d'actions sans droit de vote (bons de participation), ni de bons de jouissance, de sorte que la Fusion ne donnera pas lieu à l'attribution de droits spéciaux.

### Article 5

#### Dédommagement

La Fusion ne donnera lieu à aucun dédommagement au sens de l'article 8 LFus.

### Article 6

#### Effet de la Fusion

- 6.1 La fusion entre en vigueur à la date de son inscription au Registre du commerce. Toutefois, d'un point de vue comptable et fiscal, la Fusion prendra effet rétroactivement au 1<sup>er</sup> janvier 2016.
- 6.2 Dès le 1<sup>er</sup> janvier 2016, tous les actes de SSS seront considérés comme accomplis pour le compte de SICPA SA.

## Article 7

### Avantages particuliers

Aucun avantage particulier n'est accordé dans le cadre de la Fusion aux membres des organes d'administration ou de la direction de SSS ou de SICPA SA.

## Article 8

### Exécution de la Fusion

Suite à la conclusion du présent Contrat, et conformément à l'article 130 de l'Ordonnance sur le Registre du commerce:

- SSS requerra sa propre radiation au Registre du commerce du canton de Vaud; et
- SICPA SA requerra l'inscription de la Fusion au Registre du commerce du canton de Vaud.


## Article 9


### Droit applicable et for

- 9.1 Le présent Contrat est soumis au droit matériel suisse.
- 9.2 En cas de litige relatif au présent Contrat, notamment à son exécution ou son interprétation, les tribunaux du Canton de Vaud seront seuls compétents, sous réserve d'un recours au Tribunal fédéral.

*Fait en double exemplaire*


SICPA SA

  
Philippe Amon

  
Stéphane Gard

SICPA SECURITY SOLUTIONS SA

  
Philippe Amon

  
Richard Frey



Brevet N 432

Vidimus

Le notaire, Gabriel COTTIER, à Lausanne (Canton de Vaud, Suisse), atteste que la présente photocopie est conforme au document original, qui lui a été présenté et qu'il a restitué au requérant sans se prononcer sur son authenticité, ni sur sa validité.

Lausanne, le quinze septembre deux mille seize.

A circular notary seal is visible on the left, and a handwritten signature, likely of Gabriel Cottier, is written to its right.

## MERGER AGREEMENT

Made on 24 June 2016

between

**SICPA SA**, a company organized under the laws of Switzerland, having its headquarters at 41, Avenue de Florissant, Prilly (Vaud)

("SICPA SA")

on the one hand,

and

**SICPA SECURITY SOLUTIONS SA**, a company organized under the laws of Switzerland, having its headquarters at 41, Avenue de Florissant, Prilly (Vaud)

("SSS")

on the other hand,

(Hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**").

### WHEREAS:

- SICPA SA has a fully paid-up share capital of CHF [REDACTED], consisting of 6,115 registered shares of CHF [REDACTED] each;
- SSS has a fully paid-up share capital of CHF [REDACTED], consisting of 2,000 registered shares of CHF [REDACTED] each;
- SICPA SA and SSS have decided that SSS shall be absorption merged into SICPA SA, subject to the terms of this Merger Agreement (the "**Agreement**") and in accordance with the provisions of the Federal Act of 3 October 2003 on Merger, Demerger, Conversion and Transfer of Assets and Liabilities ("**LFus**").
- The SSS share capital is held in its entirety by SICPA SA. A copy of the SSS shares record is provided in Annex C.
- Since the SSS share capital is held in its entirety by SICPA SA, the merger will take place under the simplified requirements provided for in Article 23 para. 1 let. a LFus and 24 al. 1 LFus (*simplified merger between parent company and wholly-owned subsidiary*).

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

## Article 1

### Merger

- 1.1. SICPA SA and SSS agree to merge in accordance with Articles 3 ss LFus (*the "Merger"*).
- 1.2. The merger occurs in the form of absorption of SSS into SICPA SA.
- 1.3. Through the merger, SICPA SA takes over all the assets and liabilities of SSS by way of universal succession, so that SSS shall be dissolved and removed from the Commercial Register.

## Article 2

### Merger Balance Sheet

- 2.1. The Merger occurs on the basis of the SSS balance sheet audited as of 31 December 2015, annexed to this Agreement as an integral part thereof (Annex A), showing:
  - Total assets of CHF [REDACTED]
  - Total liabilities to third parties of CHF [REDACTED]
  - Excess of liabilities of CHF [REDACTED]
- 2.2. The amount of SSS over-indebtedness (CHF [REDACTED]) as of 31 December 2015 is fully covered by deferrals granted by SICPA HOLDING SA and SICPA SA. By contracts of 25 March 2013, 11 March 2015 and 19 February 2016, SICPA HOLDING SA (located at 41, Avenue de Florissant, Prilly (Vaud) and SICPA SA have indeed agreed that the receivables held by each against SSS be subordinated to all other existing or future receivables held by any person or entity against SSS. These receivables are included in the SSS balance sheet audited as of 31 December 2015 in the total amount of CHF [REDACTED] (corresponding to a receivable in the total amount of CHF [REDACTED] for SICPA HOLDING SA and a receivable in the total amount of CHF [REDACTED] for SICPA SA).
- 2.3. By a certificate issued on 24 June 2016, shown in Annex B, KPMG SA, acting in the capacity of a recognized expert auditor, confirmed, in accordance with Article 6 al. 2 LFus, that SICPA SA has freely available own funds equal to at least the amount of overdraft and over-indebtedness, so as to meet the condition set forth in Article 6 para. 1 LFus.

## Article 3

### Exchange Ratio and Capital Increase

The Merger shall occur without exchange of shares or capital increase, given that SICPA SA holds the SSS share capital in its entirety.

#### **Article 4**

##### **Assignment of Special Rights**

SSS has not granted any special rights, non-voting shares (Participation certificates), nor dividend-right certificates, so that the Merger shall not give rise to the granting of special rights.

#### **Article 5**

##### **Compensation**

The Merger shall not give rise to any compensation under Article 8 LFus.

#### **Article 6**

##### **Effective Date of Merger**

- 6.1. The Merger shall be effective on the date of registration in the Commercial Register. However, for accounting and tax purposes, the Merger shall be retroactive to 1<sup>st</sup> January 2016.
- 6.2. Effective 1<sup>st</sup> January 2016, any actions by SSS shall be considered as taken on behalf of SICPA SA.

#### **Article 7**

##### **Special Benefits**

No special benefits shall be granted under the terms of the Merger to members of the administrative bodies or the management of SSS or SICPA SA.

#### **Article 8**

##### **Execution of the Merger**

Upon conclusion of this Agreement, and in accordance with Article 130 of the ordinance on the Commercial Register:

- SSS shall request its own removal from the Commercial Register of the Canton of Vaud; and
- SICPA SA shall request the recordation of the Merger in the Commercial Register of the Canton of Vaud.

#### **Article 9**

##### **Applicable Law and Jurisdiction**

9.1. This Agreement shall be subject to the substantive law of Switzerland.

9.2. In the event of a dispute related to this Agreement, notably its implementation or interpretation, the Courts of the Canton of Vaud shall have exclusive jurisdiction, subject to appeal to the Federal Court.

*Done in duplicate*

**SICPA SA:**

[Signature]

Philippe Amon

[Signature]

Stéphane Gard

**SICPA SECURITY SOLUTIONS SA:**

[Signature]

Philippe Amon

[Signature]

Richard Frey

Patent No. 432.

Vidimus

The notary, Gabriel COTTIER, in Lausanne (Canton of Vaud, Switzerland), certifies that the instant photocopy is a true copy of the original document submitted before him and which he returned to the applicant without determining neither the authenticity nor the validity thereof.

Lausanne, the fifteenth of September two thousand and sixteen.

Notary Seal & Signature

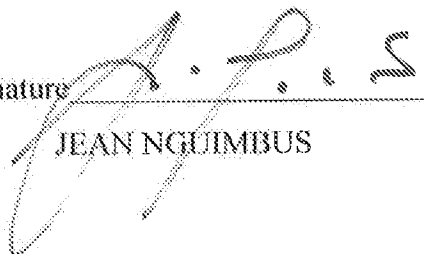
VERIFICATION OF TRANSLATION

I, JEAN NGUIMBUS

of GREENBLUM & BERNSTEIN, P.L.C.  
1950 Roland Clarke Place  
Reston Va, 20191

declare that I am well acquainted with both the French and English languages, and that the attached is an accurate translation, to the best of my knowledge and ability, of the French language Merger Agreement attached hereto.

I further declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and, further, that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Signature   
JEAN NGUIMBUS

Date July 10, 2017