

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SULZER MIXPAC DENMARK A/S	01/01/2014
RECEIVING PARTY DATA		
Name:	SULZER MIXPAC AG	
Street Address:	RÜTISTRASSE 7	
City:	HAAG	
State/Country:	SWITZERLAND	
Postal Code:	9469	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8235254
CORRESPONDENCE DATA		
Fax Number:	(202)293-7860	
<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>		
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Address Line 1:	2100 PENNSYLVANIA AVE., NW, SUITE 800	
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ATTORNEY DOCKET NUMBER:	Q102104	
NAME OF SUBMITTER:	ELAINE C. BARTON	
SIGNATURE:	/Elaine C. Barton/	
DATE SIGNED:	12/20/2017	
Total Attachments: 12		
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TECHNOLOGY PURCHASE AGREEMENT

by and between

SULZER MIXPAC DENMARK A/S

and

SULZER MIXPAC AG

EXCLUSIVE TECHNOLOGY PURCHASE AGREEMENT

This Exclusive Technology Purchase Agreement ("Agreement") is entered into as of January 1, 2014 (the "Effective Date"), by and between Sulzer Mixpac Denmark A/S (hereinafter "SMDK"), the seller, and Sulzer Mixpac AG (hereinafter "SMAG"), the buyer.

RECITALS

WHEREAS, SMDK owns or controls various patents, trademarks, trade secrets and know-how as identified in Exhibit A attached hereto (the "SMDK Technology") which SMAG desires to purchase all rights to it exclusively, as hereinafter provided; and

WHEREAS, SMAG desires to conduct any future research and development of the SMDK Technology; and

WHEREAS, SMDK is willing to sell the SMDK Technology at conditions herein provided; and

WHEREAS, SMAG is willing to grant back an exclusive license to the SMDK Technology under a separate agreement termed CILA with the same effective date as this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, SMDK and SMAG agree as follows:

ARTICLE I DEFINITIONS

1.1 For purposes of this Agreement, the following capitalized terms shall have the meaning ascribed thereto. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

"CILA" shall mean that certain Internal Sales License Agreement and that certain Internal Manufacturing License Agreement between SMAG and SMDK, both dated as of even date.

"Confidential Information" means any trade secret, technical information, design, drawing, process, system, procedure, method, formula, test data, specification, sketch, plan (engineering, architectural, or otherwise), apparatus, know-how and other information that has been marked or otherwise disclosed to the receiving party as "confidential", "secret", or the like, regarding the SMDK Technology and Related Developments. The term "Confidential Information" shall not include (i) information that, prior to disclosure was (a) known to the receiving party or (b) generally available to the public; and (ii) information that, after the receipt thereof by the receiving party (a) becomes generally available to the public through no fault of the receiving party; or (b) is acquired by the receiving party from a third party who to the receiving party's knowledge has the legal right to transfer the information to the receiving party free of any restrictions as to its disclosure or use; which information the receiving party is free to use and disclose to other without the consent of the disclosing party.

"SMDK Technology" means the patents, trademarks, trade secrets and know-how identified in Exhibit A, attached hereto.

"Effective Date" of this Agreement means the date set forth in the first paragraph of this Agreement.

"Fair Market Value" The value determined by the purchase price allocation issued July 25, 2013 for the SMDK Technology and Related Development as of the Effective Date of this Agreement based on its world wide use and its economic life. Depreciation is considered due to the fact, that because of the additional know how gained within these month a new product portfolio has to be developed to extend SMAG's product portfolio. Additionally, it is expected that the brand disappears within the next two years.

"Party" means either SMDK or SMAG; **"Parties"** mean both SMDK and SMAG.

"Patent(s)" means patents and utility models filed in any country of the world as of the Effective Date of this Agreement, whether issued prior or after the Effective Date of this Agreement relating to the SMDK Technology and identified in Exhibit A attached hereto.

"Person" means any domestic or foreign corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust, government or governmental agency or any other entity or organization of any kind or character.

"Product(s)" means any products incorporating or derived from the use of any SMDK Technology.

"Related Development" means:

(a) any improvement in the method of manufacture or use of SMDK Technology or variations which have (or can reasonably be anticipated by SMDK, in the exercise of its judgment in good faith, to have) any one or more of the following effects or benefits: (1) reduction of production costs, (2) improvement in performance, (3) increase of service life, (4) broadening of applicability, (5) increase in marketability, or (6) improvement in appearance;

(b) any invention or discovery of (1) any new apparatus or method for producing any product or other articles of manufacture using SMDK Technology, or (2) any new product which uses or may be produced using SMDK Technology; and

(c) the improvements identified in Exhibit B attached hereto.

"Subsidiary" of a Party means any Person in which (a) such Party owns or controls, directly or indirectly, fifty percent (50%) or more of the outstanding shares of stock entitled to vote for the election of directors of such Person, now or during the term of this Agreement, or (b) such Party owns or controls, directly or indirectly, fifty percent (50%) or more of the capital or equity of such Person, now or during the term of this Agreement; provided, however, for purposes of this Agreement, such Person will qualify as a Subsidiary of such Party only if, when and so long as the ownership or control, either directly or indirectly, by such Party continues to satisfy the conditions set forth in either subsection (a) or (b) above.

"Trademark" means trademarks and trade names in existence as of the Effective Date of this Agreement and identified in Exhibit A attached hereto.

ARTICLE II RELEASE

2.1 SMDK hereby releases, acquits and forever discharges SMAG and each Subsidiary of SMAG that is granted a license in accordance with CILA on the Effective Date, and all of their respective customers and vendors, from any and all claims, damages or liability for infringement or alleged infringement of any SMDK Patent for any acts occurring prior to the Effective Date.

2.2 The release made by SMDK pursuant to Section 2.1 is unconditional and irrevocable.

ARTICLE III CONDITIONS OF PURCHASE

3.1 Subject to the provisions of this Agreement, SMDK hereby transfers to SMAG all rights under SMDK Technology worldwide and exclusively whether patented or unpatented to make, to have made, to use, to lease, to import, to sell, and to otherwise dispose of Products without limitations and including specifically the right to license.

3.2 SMDK also grants to SMAG the sole privilege and right to conduct further research and development activities, at SMAG's expense, with respect to the SMDK Technology, and the creation of Related Developments.

3.3 SMDK will provide as soon as reasonably possible all concepts, ideas, improvements or inventions which may lead to Related Developments made by SMDK and including rights to inventions and the right to file patents thereon to SMAG at no charge. Upon request, SMDK shall support Related Developments by performing tests and/or providing prototypes or engineering studies. SMAG agrees to pay SMDK for such services under terms to be mutually agreed by both parties.

3.4 Subject to the provisions and any limitations set forth in CILA, SMAG agrees to grant to SMDK perpetual, nontransferable, exclusive, worldwide licenses, under any and all of the SMDK Technology and SMAG's Related Developments, whether patented or unpatented, to make, to have made, to use, to lease, to import, to sell and to otherwise dispose of Products.

3.5 Upon the request of SMAG, SMDK shall provide assistance and training services with respect to the SMDK Technology. SMAG agrees to pay SMDK any costs incurred by SMDK in providing these services and to compensate SMDK for these services under terms to be mutually agreed by both parties.

3.6 Upon signature of this agreement, SMDK will undertake, to the extent possible, all necessary steps to assign to SMAG any Patents and Trademarks and any agreements with third parties SMDK has entered and is related to the SMDK Technology.

ARTICLE IV REMUNERATIONS

4.1 In consideration of the transfer of the SMDK Technology including all existing and future Related Developments of SMDK to SMAG, SMAG will pay the Fair Market Value of 11'697 KDKK for Technology and 2280 KDKK for the brand as a one-time lump-sum payment.

4.2 As the new owner of the SMDK Technology, SMAG will assume all costs related to patent and trademark maintenance and procedures and royalty payments due to third parties relating to the SMDK Technology starting with the Effective Date of this Agreement.

ARTICLE V OTHER PROVISIONS

5.1 This Agreement and CILA set forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior discussions between them. In the event any provision in this Agreement conflicts with a provision contained in CILA, this Agreement shall control. No oral explanation or oral information by either Party shall alter the meaning or interpretation of this Agreement. Neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth in this Agreement.

5.2 Neither of the Parties shall be bound by any modification or amendment to this Agreement unless the same shall be in writing, signed by a duly authorized representative of the Party to be bound thereby, and dated subsequent to the Effective Date of this Agreement.

5.3 This Agreement shall inure to the benefit of the Parties hereto, and, insofar as is expressly provided for herein, to Subsidiaries of the Parties hereto.

5.4 This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of Switzerland.

5.5 Both Parties shall keep the terms of this Agreement confidential and shall not now or hereafter divulge the terms of this Agreement or any part thereof to any third party except:

- (a) with the prior written consent of the other Party; or
- (b) to any governmental body having jurisdiction to compel such disclosure; or
- (c) as otherwise may be required by law; or
- (d) to legal counsel representing either Party; or
- (e) independent accountants or consultants where there is a business need to know the terms of this Agreement, in which case each such accountant or consultant must first agree to keep the terms of this Agreement confidential.

Each Party shall provide prior written notification to the other Party of any disclosure pursuant to (b) and (c) above. Further, all reasonable efforts to preserve the confidentiality of the terms of this Agreement shall be expended by each Party, including the use of confidentiality agreements, where appropriate, or a protective order to the extent possible. The Parties may, with their mutual agreement, prepare a statement about the existence of this Agreement and relevant terms for public release.

5.6 Nothing contained in this Agreement shall be construed as limiting the rights which the Parties have outside the scope of this Agreement, or restricting the right of either

Party or any of its Subsidiaries to make, have made, use, lease, sell or otherwise dispose of any particular product or products not covered by this agreement.

5.7 Neither this Agreement, nor any transaction under or relating to this Agreement, shall be deemed to create an agency, partnership or joint venture relationship between the SMDK and SMAG.

5.8 This Agreement will not be binding upon the Parties until it has been signed herein below by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement, to be effective on the date set forth above.

SULZER MIXPAC DENMARK A/S

3.1.14

By: 

Name: Oliver Kailer

Title: President of the Board Member of the Board

SULZER MIXPAC AG

By: 

Name: Matthias Dimmler

Title: Head of Finance & Controlling

EXHIBIT A**SMDK Technology****Patents**

Patent / Design Files Suizer Mixpac DK

Heidinger 29.11.13

Our File	Design/ Patent	Country	Status	Applicant	Title	Application Date	Application Number	Registered / Patent Number
D0054/EM	Design	EM	R.	Kroger A/S	Handle for Caulking Gun	15.02.2010	001195697	001195697
D0054/US	Design	US	R.	Kroger A/S	Handle for Caulking Gun	13.08.2010	29/367865	635836
D0054/US/2	Design	US	R.	Kroger A/S	Handle for Caulking Gun	13.08.2010	29/367862	635835
D0055/AU	Design	AU	R.	Kroger A/S	Caulking Gun	03.09.2008	14256/2008	323937
D0055/CA	Design	CA	R.	Kroger A/S	Caulking Gun	03.09.2008	127605	127605
D0055/CN	Design	CN	R.	Kroger A/S	Caulking Gun	04.09.2008	200830146230.4	ZL20083014623 0.4
D0055/EM	Design	EM	R.	Kroger A/S	Caulking Gun	04.03.2008	000890413	000890413
D0055/US	Design	US	R.	Kroger A/S	Caulking Gun	04.09.2008	29/323997	615833
D0056/CN	Design	CN	R.	Kroger A/S	Caulking Gun Cylinder	26.03.2010	201030137562.3	ZL20103013756 2.3
D0056/CN/2	Design	CN	R.	Kroger A/S	Caulking Gun Cylinder	26.03.2010	201030137564.2	ZL20103013756 4.2
D0056/EM	Design	EM	R.	Kroger A/S	Caulking Gun Cylinder	28.09.2009	001167340	001167340
D0056/US	Design	US	R.	Kroger A/S	Caulking Gun Cylinder	25.03.2010	29/358295	636237
D0056/US/2	Design	US	R.	Kroger A/S	Caulking Gun Cylinder	25.03.2010	29/358297	636238
D0057/CA	Design	CA	R.	Kroger A/S	Battery Powered Caulking Gun	31.05.2007	120891	120891
D0057/CN	Design	CN	R.	Kroger A/S	Battery Powered Caulking Gun	15.06.2007	200730160611.3	ZL20073016061 1.3
D0057/EM	Design	EM	R.	Kroger A/S	Battery Powered Caulking Gun	18.12.2006	000638937	000638937
D0057/JP	Design	JP	R.	Kroger A/S	Battery Powered Caulking Gun	01.06.2007	2007-014622	1323743
D0057/US	Design	US	R.	Kroger A/S	Battery Powered Caulking Gun	18.06.2007	29/287007	573425
P8350/PCT	Patent	WO	F.	Kroger A/S	A Motorized Viscous Material Dispenser and a Method of Operating a Dispenser	27.12.2012	PCT/DK2012/050508	
P8351/PCT	Patent	WO	F.	Kroger A/S	A Motorized Viscous Material Dispenser	27.12.2012	PCT/DK2012/050509	
P8352/PCT	Patent	WO	F+	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	PCT/DK2005/000390	
P8352/PCT/CA	Patent	CA	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	2590148	2590148

P8352/PCT/EP	Patent	EP	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/EP/CH	Patent	CH	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/EP/DE	Patent	DE	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/EP/DK	Patent	DK	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/EP/FR	Patent	FR	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/EP/GB	Patent	GB	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	05748611.0	1866556
P8352/PCT/US	Patent	US	G.	Kroger A/S	Articulated Driving Mechanism and Dispenser Comprising such a Driving Mechanism	15.06.2005	11/721100	8235254

Trademarks

TMID	Trademark	Contry	Designation of Countries via the WIPO	Status	Intl. Classes	Registr. Date	Registr.-No	registered Owner	next renewal due
W0346DE	MK (wort)	DE		R.	08	20.02.2006	305 54 600	Sulzer Mixpac Denmark	30.09.2015
W0346DK	MK (fig.)	DK		R.	07 08	08.11.2005	200504371	Sulzer Mixpac Denmark	08.11.2015
W0346DK/WO	MK (fig.)	WO	JP US AU CH KR RU	R.	07 08	17.02.2006	884874	Sulzer Mixpac Denmark	17.02.2016
W0346EM	MK (fig.)	EM		R.	07 08	26.06.2007	004909231	Sulzer Mixpac Denmark	17.02.2016

EXHIBIT B

Related Developments

Second Addendum Technology Purchase Agreement

SECOND ADDENDUM
To
Technology Purchase Agreement

(hereinafter the "2nd Addendum")

by and between

Sulzer Mixpac Denmark A/S, Geminivej 4-6, DK-2870 Greve, Denmark ("SMDK")

and

Sulzer Mixpac AG, Rütistrasse 7, 9459 Haag, Switzerland ("SMAG")

(each a „Party“ and together the „Parties“)

WHEREAS, Sulzer Mixpac Denmark A/S ("SMDK") and Sulzer Mixpac AG ("SMAG") entered into an Exclusive Technology Purchase Agreement with effect as of January 1, 2014 (the "Agreement"); and

WHEREAS, following execution of the Agreement a dispute arose under applicable Danish tax law regarding the calculation of Fair Market Value applied to the Technology and brand in the Agreement, and the Agreement was adjusted by means of an Addendum signed by the Parties on 16.10.2016 (1st Addendum") to resolve any tax disputes in regard to transfer pricing and to allow for a best practice valuation of the assets sold; and

WHEREAS, following execution of the Agreement and the 1st Addendum, the business decision has been made to close the SMDK site and that SMDK will at some point in the future cease to exist legally, the Parties wish to (i) resolve any potential lack of clarity concerning the transfer of technology and intellectual property rights under the Agreement and to (ii) assure that any and all intellectual property rights, whether registered or unregistered, potentially remaining with SMDK are transferred to SMAG before SMDK ceases to exist legally; and

WHEREAS, unless stated otherwise, capitalized terms in this 2nd Addendum shall have the same meaning as in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and the 1st Addendum and other good and valuable consideration, the sufficiency of which is hereby acknowledged, SMDK and SMAG agree that the Agreement is changed/amended as follows:

Second Addendum Technology Purchase Agreement

ARTICLE I (DEFINITIONS)

The term "SMDK Technology" is replaced for clarity throughout the Agreement by the term "SMDK Technology and Intellectual Property" which is defined by the following wording:

"SMDK Technology and Intellectual Property" means any and all of SMDK's present and future intellectual property, whether registered or not, including without limitation, patents, utility models, the Trademarks, copyrights, designs, drawings, models, goodwill, trade dress, rights under unfair competition laws, rights against the tort of passing off, trade secrets and know-how, including, without limitation, those listed in Exhibit A attached hereto, the intellectual property rights assigned and/or granted to Sulzer Mixpac Denmark A/S under any employment or other agreement with a former or present employee of SMDK, in particular, under the agreement with Joergen Elmeland on the "Assignment of Intellectual Property Rights" signed by Sulzer Mixpac Denmark A/S and Joergen Elmeland having an Effective Date of November 8, 2017 (08.11.2017), and all licenses granted to SMDK under intellectual property."

The Definition of "Patent(s)" is amended to include: ", as well as the nationalized parts (subsequent national applications and patents in the PCT contracting states) of the two PCT applications PCT/DK2012/050508 (WO 2013104362 A1) and PCT/DK2012/050509 (WO 2013104363 A1), as well as including the granted European patents, EP2802423B1 and EP2802422B1, and their various national parts in the designated EPC contracting states."

The Definition of "Trademark" is replaced by: "'Trademarks" means all present and future trademarks, whether registered or not, and trade names owned by SMDK, in particular, without limitation, those identified in Exhibit A attached hereto as well as the Chinese trademark application no. 16691676 "MK (fig.)" filed on 13.04.2015 in the name of Sulzer Mixpac Denmark A/S."

ARTICLE II (RELEASE)

Article 2.1 is replaced in its entirety by the following wording:

"2.1 SMDK hereby releases, acquits and forever discharges SMAG and each Subsidiary of SMAG that is granted a license in accordance with CILA on the Effective Date, and all of their respective customers and vendors, from any and all claims, damages or liability for infringement or alleged infringement of any SMDK Intellectual Property right for any acts occurring prior to the date of this 2nd Addendum.

ARTICLE III (CONDITIONS OF PURCHASE)

Article 3.1 is replaced in its entirety by the following wording:

"3.1 Subject to the provisions of this Agreement, SMDK hereby transfers and assigns to SMAG the SMDK Technology and Intellectual Property. SMAG accepts the transfer and assignment. The Parties agree that SMAG as the proprietor of the SMDK Technology and Intellectual Property shall have all rights arising from or in connection with the SMDK Technology and Intellectual Property including, without limitation, the worldwide rights to make, to have made, to

Second Addendum Technology Purchase Agreement

use, to lease, to import, to sell, and to otherwise dispose of Products without limitations and including specifically the right to license and the right to enforce these registered or unregistered Intellectual Property rights against others."

Article 3.3 is replaced in its entirety by the following wording:

"3.3 SMDK will provide as soon as reasonably possible all concepts, ideas, improvements or inventions which may lead to Related Developments made by SMDK and including rights to inventions, creations and the right to file intellectual property rights thereon to SMAG at no charge. Upon request, SMDK shall support Related Developments by performing tests and/or providing prototypes or engineering studies. SMAG agrees to pay SMDK for such services under terms to be mutually agreed by both parties.

Article 3.4 is replaced in its entirety by the following wording:

"3.4 Subject to the provisions and any limitations set forth in CILA, SMAG agrees to grant to SMDK for the remaining term of its legal existence nontransferable, non-exclusive, worldwide licenses, under any and all of the SMDK Technology and Intellectual Property and SMAG's Related Developments, whether registered or unregistered, to make, to have made, to use, to lease, to import, to sell and to otherwise dispose of Products."

Article 3.6 is replaced in its entirety by the following wording:

"3.6 Upon signature of this agreement, SMDK will undertake, to the extent possible, all necessary steps to assign to SMAG any Intellectual Property rights and any agreements with third parties which SMDK has entered and is related to the SMDK Technology and Intellectual Property."

Additional Article 3.7 is added:

"3.7 Nothing in the Agreement or its 1st or 2nd Addendum shall be taken to assign or transfer the claims asserted by SMDK in the two pending lawsuits: 1. Sulzer Mixpac vs. Kentbridge – Federal High Court, docket no. I ZR 91/16 and 2. Sulzer Mixpac vs. Kunshan – District Court of Cologne, docket no. 31 O 78/16. All claims asserted by SMDK in those lawsuits and their proceedings shall remain with SMDK. SMDK and SMAG agree that SMDK shall have the right to assert the aforementioned claims in its own name."

All other provisions of the Agreement and its 1st Addendum shall remain unamended.

Second Addendum Technology Purchase Agreement

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement, to be effective on the date set forth above.

Date: 8. NOVEMBER 2017

SULZER MIXPAC DENMARK A/S

By: [Signature]

Name: PETER GAD SUSANNE SPAND

Title: MANAGING DIRECTOR CONTROLLER

Date: November 8, 2017

SULZER MIXPAC AG

By: [Signature] [Signature]

Name: Mark Heller Paul Jutti

Title: Head Mixpac Director Technology