

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KONINKLIJKE PHILIPS N.V.	02/28/2017
RECEIVING PARTY DATA	
Name:	SAECO VENDING S.P.A.
Street Address:	LOCALITÀ CASONA 1066
City:	GAGGIO MONTANO
State/Country:	ITALY
Postal Code:	40041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14386365
CORRESPONDENCE DATA	
Fax Number:	(801)933-7373
<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:	8019337360
Email:	morton.holly@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	111 SOUTH MAIN STREET
Address Line 2:	SUITE 2100
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	266358WOUS01_495232-73
NAME OF SUBMITTER:	MARCUS S. SIMON
SIGNATURE:	/Marcus S. Simon, Reg.# 50258/
DATE SIGNED:	04/19/2018
Total Attachments: 60	
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INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT IS MADE BETWEEN AND AMONG:

- (1) Koninklijke Philips N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven (“KPNV” or “Philips”),
- (2) Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy (“Company”) and

KPNV and Company are hereinafter individually referred to as a “Party”, and collectively as the “Parties”.

WHEREAS pursuant to a Share Purchase Agreement entered into by and between Philips Saeco S.p.A. (“Philips Saeco S.p.A.”) and LSF9 Canto MidCo DAC, an Irish corporation with its registered office at 1st Floor 25-28 Adelaide Road, Dublin 2, Ireland (“Purchaser”) on October 19th, 2016 (the “SPA”), KPNV and Company execute and deliver this Agreement pursuant to which KPNV and Company agree on the transfer and/or license of certain intellectual property rights by KPNV to Company;

IT IS HEREBY AGREED AS FOLLOWS

1.1 Definitions

When used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate(s)” means with respect to any Person, another Person, directly or indirectly, Controlling, Controlled by, or under common Control with the first Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made; it being understood that, for the purposes of this Agreement: (i) Philips Lighting N.V. and any legal entity, directly or indirectly, owned or Controlled by Philips Lighting N.V. shall not be deemed an Affiliate of Philips; (ii) Lone Star Funds and any legal entity, directly or indirectly, owned or Controlled by Lone Star Funds - other than any member of the Purchaser Group - shall not be deemed an Affiliate of Company.

“Agreement” means this Intellectual Property Transfer and License Agreement (including all Schedules attached hereto), as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Business" means the business of developing, manufacturing, marketing and selling of Out of Home Coffee Machines as conducted by Company and the Gaggia professional business at the Closing Date, as per the professional coffee machine business of Philips and its Affiliates.

"Business Know How" means any Know How owned by Philips or any of its Affiliates, which originated within the Business and which is solely used within the Business at the Closing Date and excluding any Philips Know How.

"Business Software" means the Software owned by KPNV or any of its Affiliates, which originated in the Business and which is used exclusively in the Out of Home Coffee Machines at the Closing Date.

"Cash & Carry Channel" means a wholesale channel on a self-service basis (ie where customers arrange the transport of the goods themselves and pay for the goods "on the spot") aimed at customers in the Professional Environment for use in a Professional Environment. An example of such channel is the Metro and Makro channels as operated by Metro AG on the date of this Agreement but, for the avoidance of doubt, the Cash & Carry Channel would expressly exclude any sales channel of the Metro AG group directed at consumers such as the Saturn and Mediamarkt channel.

"Captive Customers" means a channel that is directed at sales to professional customers for resale or other disposal of coffee machines designed for use at home by consumers pursuant to loyalty and promotional programs.

"Change of Control" means the consummation of a reorganization, merger, consolidation, share exchange, corporate reorganization or other transaction involving Company (a **"Reorganization"**) as a result of which the Person(s) ultimately Controlling Company immediately prior to such Reorganization no longer Controls Company.

"Closing Date" has the meaning ascribed thereto in the SPA.

"Company" has the meaning set out prior to the Preamble.

"Company Out of Home Coffee Machine" shall have the meaning given in Article 8.4.

"Co-owned Patents" shall have the meaning given in Article 3.2.

"Confidential Information" means any information, provided in whatever form or medium, which relates to either Party's or its Affiliates' business, products (hardware and software), technology, business plans, product plans, customers, customer information, specifications, designs, costs, prices, business opportunities, Know How, trade secrets, inventions, techniques, processes, algorithms, software programs, schematics and any other business or technical information, to the extent that (a) such information is marked as "confidential" or "proprietary" (or words with similar import) in writing by or on behalf of the Disclosing Party on any tangible manifestation of the information transmitted in connection with the

disclosure or if the confidential or proprietary nature is reasonably apparent under the circumstances, (b) such information provided or disclosed in other than tangible form, the Receiving Party as advised by or on behalf of the Disclosing Party before or at the time of disclosure that it will be disclosing Confidential Information, or (c) if the confidential or proprietary nature is reasonably apparent under the circumstances.

“Control” means, with respect to a Person, (i) the direct or indirect ownership of more than 50% (fifty per cent) of the outstanding voting securities (or comparable voting interest or financial participation) of such Person, (ii) the ability to appoint more than half of the directors of the board of directors or equivalent governing body of such Person, or (iii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person. The terms “Controlling”, “Controlled by” and “under common Control” shall have the correlative meanings.

“Disclosing Party” shall have the meaning given in Article 7.1.

“Gaggia Trademark License Agreement” means the Gaggia Trademark License Agreement entered into between Gaggia S.p.A. and Company dated February 28th, 2017.

“Guarantee” means (i) the guarantee in the form set forth under Schedule I herein and signed and delivered on the date hereof by Purchaser to Philips Saeco S.p.A., which has accepted this guarantee also in the name and on behalf of Koninklijke Philips N.V. or (ii) in case of any replacement of the Guarantee with a new guarantee and/or bank guarantee pursuant to clauses 8 and/or 9 of the Guarantee referred to under (i), the new guarantee and/or bank guarantee which will be issued from time to time according to the provisions set forth under clauses 8 and/or 9 of the Guarantee.

“Guarantor” means (i) LSF9 Canto MidCo DAC or, (ii) in case of any replacement of the Guarantee with a new guarantee and/or bank guarantee pursuant to clauses 8 and/or 9 of the Guarantee, the Person(s) which will have issued from time to time this new guarantee and/or bank guarantee.

“Improvement” means any improvement, development, enhancement or modification related to the Intellectual Property, Software and/or Know How transferred or licensed hereunder.

“Intellectual Property” means any and all intellectual property or industrial property rights including, without limitation, any trademarks (whether registered or not, including products identification numbers), service marks, trade names, domain names, logos, Patents, inventions (whether patentable or not and whether disclosed or not), design rights (whether registered or not), copyrights, database rights, model rights (whether registered or not), and all other similar rights in any part of the world, including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

“**Know How**” means any and all concepts, ideas, information, data and documents of whatever nature, including, without limitation, drawings, methods, techniques, designs, specifications, photographs, samples, models, processes, procedures, reports, particulars of a technical nature (including, without limitation, any know how related to the manufacturing or design of products).

“**KPNV**” has the meaning set out prior to the Preamble.

“**Large Office Coffee System**” or “**Large OCS Machine**” means an OCS Machine with technical specifications designed to produce at least 30 cups of coffee without operator or user intervention and which in any event has the following specifications: (i) water storage of 2.0 liters or more or connected to a permanent water supply, (ii) a container of 1.0 liters or more for the waste water (if the machine has no milk option) or 2.0 liters or more (if the machine has a milk option), and (iii) 30 waste coffee ground cakes or used capsules in an internal container that is an integral part of the machine. In addition, all Aulika and Royal machine versions as manufactured by Company as of the Closing Date and as subsequently modified according to normal continuous improvement process of such machines in the ordinary course, shall be deemed to be Large OCS Machine for the purposes of this Agreement.

“**Licensed Patents**” means the Patents listed in **Schedule B** to this Agreement and all divisionals, continuations, re-examinations, renewals, re-issues and foreign counterparts thereof.

“**Licensed Out of Home Coffee Machine**” means any Out of Home Coffee Machine which is using any of the Intellectual Property licensed to Company under the Intellectual Property Transfer and License Agreement.

“**Lone Star Funds**” means Lone Star Fund IX (U.S.), L.P., Lone Star Fund IX (Bermuda), L.P. and Lone Star Fund IX Parallel (Bermuda), L.P. (together “**Lone Star Fund IX**”) or any successor fund to Lone Star Fund IX or any other fund managed or advised by Lone Star Global Acquisitions Limited (LSGA) or an Affiliate of LSGA.

“**Mixed Channel**” means a channel which is aimed at both consumers and the Professional Environment, but which represents a material route to sell Out of Home Coffee Machines to customers in the Professional Environment for use of Out of Home Coffee Machines in a Professional Environment. For the purposes of this Agreement, the Cash & Carry Channel is considered to be a Mixed Channel.

“**Notice**” shall have the meaning given in Article 11.9.1.

“**Office Coffee System**” or “**OCS Machine**” means a coffee machine specifically designed and intended for use in small or medium size Professional Environments and designed to produce at least 10 cups (30cc per cup) without operator or user intervention and which in any event has the following specifications: (i) 1.0 liter or more of water storage or connected to a permanent water supply, (ii) 0.3 liter for the waste water, (iii) 10 waste coffee ground cakes or 8 used capsules in an internal container that is an integral part of the machine, and (v) for which, if required, professional homologation is obtained and maintained. For the avoidance of doubt,

the sole fact that professional homologation is obtained for a coffee machine is not sufficient for a machine to be considered an OCS Machine.

“Out of Home Coffee Machine(s)” means Vending Machines, Professional Coffee Machines and OCS Machines.

“Party” and **“Parties”** shall have the meaning given set out prior to the Preamble.

“Patents” means any patents, petty patents, utility models and applications therefor, including any divisionals, amendments, substitutions, continuations, continuations-in-part, re-examinations, renewals, re-issues and extensions thereof, existing in any country in the world.

“Person” means any individual, company, firm, general or limited partnership, joint venture, corporation, proprietorship, association, trust, governmental body, agency or institution of a government, or any other organization or entity, public or private.

“Philips Copyrights” means any and all copyrights (other than copyrights in any Software), which originated within or outside of the Business, and which is used within the Business at the Closing Date.

“Philips Know How” means any Know How owned by KPNV or any of its Affiliates, which originated within or outside of the Business, and which is used within the Business at the Closing Date.

“Philips Software” means the Software owned by KPNV or any of its Affiliates, which originated within or outside of the Business, and which is used in any Out of Home Coffee Machines made or sold by the Business at the Closing Date excluding any Business Software.

“Prior Commitments” means any and all (a) licenses, covenants not to assert and similar commitments, immunities and undertakings, (b) rights or options to exercise, renew or extend any of the foregoing, (c) releases for past infringement, (d) undertakings given to standard-setting organizations to the effect that any Intellectual Property will be made available to third parties implementing the relevant standard specifications on reasonable and non-discriminatory conditions, or otherwise, and (e) any other similar encumbrances, commitments, or undertakings entered into or agreed to by KPNV or its Affiliates or to which any of them may otherwise be subject or bound including the prior commitments as disclosed in Schedule J.

“Professional Channel” means a distribution channel that is specifically directed at selling Out of Home Coffee Machines to customers in the Professional Environment for use of such Out of Home Coffee Machines in a Professional Environment, as well as any Mixed Channel but only within and subject to the additional specific limitations set forth in the Professional Channel Agreement. The Professional Channel specifically excludes (without limitation) business to consumers, retail, and Captive Customers.

“Professional Channel Agreement” means the Professional Channel Agreement entered into between KPNV and Company dated February 28th, 2017.

“Professional Coffee Machines” means coffee machines specifically designed and intended for use in Professional Environments and designed to produce at least 25 coffee cups (30cc per cup) without operator or user intervention and which in any event has the following specifications: (i) 2 liters or more of water storage or connected to a permanent water supply, (ii) 1.0 liter or more for the relevant waste water or connected to a permanent water supply, (iii) 25 waste coffee ground cakes or used capsules in an internal container that is an integral part of the machine and (iv) for which, if required, professional homologation is obtained and maintained; provided however, that OCS Machines are excluded from Professional Coffee Machines. For the avoidance of doubt, the sole fact that professional homologation is obtained for a coffee machine is not sufficient for such machine to be considered a Professional Machine.

“Professional Environment(s)” means business, commercial and public locations such as hotels, bars, restaurants, cafes, cafeterias, bakeries, factories, taverns, conference and shopping centers, offices, rail and gasoline stations, and expressly excluding any home or domestic usage and locations.

“Purchaser” shall have the meaning given set out prior in the Preamble.

“Purchaser Group” means Purchaser and any Person Controlled, directly or indirectly by Purchaser.

“Representatives” shall have the meaning given in Article 7.2.

“Receiving Party” shall have the meaning given in Article 7.1.

“Registered Designs of Domestic Machines” means the registered designs and design applications in relation to certain domestic coffee machines, which are owned by KPNV or its Affiliates and show substantial similarity to the product design of certain OCS Machines listed in Schedule F to this Agreement, and any designs derived therefrom.

“Saeco Trademark License Agreement” means the Saeco Trademark License Agreement entered into between Company and KPNV dated February 28th, 2017.

“Supply Contract” means the supply contract for the supply of certain products, spare parts and components executed by Philips Saeco S.p.A. and Saeco Vending S.p.A. dated February 28th, 2017.

“Software” means the code in any programming language, contained in any format, whether in source code or object code.

“SPA” has the meaning set out in the Preamble.

“Subsidiaries” means any Persons Controlled by Company.

“Transferred Copyrights” means any and all copyrights (other than copyrights in any Software), including but not limited to the rights in the existing marketing

material, website(s) and web contents, owned by KPNV or its Affiliates, which originated within the Business and which are solely used within the Business at the Closing Date.

“**Transferred Design**” means the registered design and design application(s) owned by KPNV, listed in Schedule C, and any designs derived therefrom or issued thereupon.

“**Transferred Domain Names**” means the registered domain names listed in Schedule D (Transferred Domain Names) and Schedule H (Deed of Assignment of domain names) to this Agreement.

“**Transferred Patents**” means the Patents listed in Schedule A to this Agreement.

“**Transferred Trademarks**” means the registered Trademarks, as listed in Schedule E to this Agreement.

“**Vending Machine(s)**” means machines that store and dispense for sale to consumers of snacks and/or beverages.

Other terms may be defined elsewhere in this Agreement and shall have the specified meaning throughout this Agreement.

Any capitalized term used in this Agreement but not defined shall have the same meaning as ascribed thereto in the SPA.

1.2 Rules of Interpretation and Construction

- 1.2.1 Any reference in this Agreement to an obligation of a Party to this Agreement or its Affiliates shall be deemed to incorporate a reference to an obligation on the part of that Party to procure that the relevant obligation is performed by the relevant Affiliates of that Party and that such Affiliates comply with the terms of this Agreement, subject to the terms set out in this Agreement. Philips and Company shall be liable for the performance of any obligations of their respective Affiliates.
- 1.2.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 1.2.3 Any obligation in this Agreement on a Person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.2.4 A reference to a law, statute, statutory provision or any subordinate legislation made under a statute is to such law statute, provision or subordinate legislation as amended or re-enacted whether before or after the date of this Agreement and, in the case of a law or statute, includes any subordinate legislation made under that statute from time to time.

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1.3 Other References

- 1.3.1 Whenever used in this Agreement, the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation", "but not limited to", or other equivalents. Any phrase introduced by the term "particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such term.
- 1.3.2 Any reference in this Agreement to any gender includes all genders, and words importing the singular include the plural and vice versa.
- 1.3.3 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.4 Headings and References

- 1.4.1 The article and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 1.4.2 A reference in this Agreement to the Preamble, an Article or a Schedule is to the Preamble to, an Article of or a Schedule to this Agreement.

1.5 No presumption against drafting Party

The Parties agree that this Agreement has been negotiated by the Parties and that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

2. Assignment of Transferred Patents

- 2.1 KPNV hereby assigns and agrees to cause its relevant Affiliates to assign, where applicable, to Company all of KPNV's and, if applicable, its Affiliates' rights, title and interest in and to the Transferred Patents with effect as of the Closing Date, which assignment is accepted by Company as of the Closing Date. The foregoing assignment includes all rights (a) in and to causes of action and enforcement rights for the Transferred Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Transferred Patents, and (b) to apply in any and all countries in the world for Patents for any inventions disclosed in the Transferred Patents.
- 2.2 KPNV and its Affiliates will retain the right, and -- to the extent KPNV and its Affiliates for any reason cannot retain -- Company hereby grants to KPNV and its Affiliates, with effect from the Closing Date, an irrevocable, non-transferable, perpetual, worldwide, non-exclusive, and fully paid-up license, under the Transferred Patents, to design, develop, make (including the right to practice methods, processes and procedures), have made, lease, use, sell, offer to sell and/or import any products and services solely in any field of coffee machines which is outside the field of Out of Home Coffee Machines.

- 2.3 Without prejudice to Article 11.1, the Parties shall, and shall cause their relevant Affiliates to, execute all such documents and do all such things as are necessary to effect or formalize the transfer of the Transferred Patents pursuant to Article 2.1 and Article 2.2. Company and KPNV shall, and KPNV shall cause its relevant Affiliates to, sign, immediately after the execution of this Agreement, a deed of transfer substantially in the form of Schedule H, effective as of the Closing Date.
- 2.4 Company acknowledges and agrees that the assignment of the Transferred Patents pursuant to Article 2.1 is subject to any Prior Commitments.
- 2.5 The Parties shall equally share all reasonable out of pocket expenses related to the transfer of the Transferred Patents in the name of Company pursuant to this Article 2.
- 2.6 Without prejudice to Clause 8.5 lett. c), as from the Closing Date, Company shall take over the prosecution, maintenance and other handling of the Transferred Patents, and bear all costs in relation thereto, including the payment or reimbursement of any costs relating to the period as from the Closing Date that have become due and payable prior to the Closing Date in relation to the Transferred Patents.
- 3. License under Licensed Patents**
- 3.1 Subject to Article 8.4 and 10.2, KPNV hereby grants, and shall cause its relevant Affiliate to grant, to Company and its Affiliates a non-transferable, perpetual non-exclusive, world-wide and fully paid-up license, without the right to grant any sub-licenses except to Company's and its Affiliates' commercial partners in connection with the joint development of Out of Home Coffee Machines within the framework of a commercial partnership (but, for the avoidance of doubt, expressly excluding any licenses to third parties to make Out of Home Coffee Machines on a commercial licensing basis), under the Licensed Patents to design, develop, experiment, carry-out researches, enhance, improve, modify, make (including the right to practice, enhance, improve methods, processes and procedures), have made, lease, use, promote, advertise, sell, offer to sell, export and/or import products and services solely in the field of Out of Home Coffee Machines, and in accordance with the provisions of this Agreement and the Saeco Trademark License Agreement or Gaggia Trademark License Agreement, as applicable. Any sublicense to any commercial partners of the Company or its Affiliates pursuant to this Article 3.1 shall be subject to Article 8.11 and all other terms of this Agreement. KPNV will not, and shall cause its relevant Affiliates not to, make any use of the Licensed Patents, nor grant any license to any third party under the Licensed Patents in the field of use as set forth in this Clause 3.1.
- 3.2 KPNV grants to Company and its Affiliates a non-exclusive, non-transferable, and fully paid-up license under the Patents of which the priority document is DE20041002004 ("**Co-owned Patents**"), without the right to grant sub-licenses to any third parties, to design, develop, make (including the right to practice methods, processes and procedures), have made, lease, use, sell, offer to sell and/or import solely Out of Home Coffee Machines. Company acknowledges that it is notified that, as of the date of this Agreement, the Co-owned Patents are jointly owned by

KPNV (or any of its Affiliates) and Caffitaly System S.p.A., provided that KPNV and Caffitaly System S.p.A. have not been registered as owners in all countries.

4. Know How

- 4.1 KPNV hereby assigns, and agrees to cause, where applicable, its Affiliates to assign to Company, by execution hereof (or, where appropriate or required by Company, by execution of separate instrument(s) of assignment) and by doing all such things as are necessary to effect the assignment, all its and, if applicable, its Affiliates right, title and interest throughout the world in and to the Business Know How. Company acknowledges and agrees that the assignment of the Know How pursuant to Article 4.1 is subject to any Prior Commitments.
- 4.2 KPNV and its Affiliates will retain the right, and – to the extent KPNV and its Affiliates for any reason cannot retain – Company hereby grants to KPNV and its Affiliates with effect from the Closing Date an irrevocable, non-transferable, perpetual, world-wide, non-exclusive and fully paid-up license, under the Business Know How, to design, develop, make (including the right to practice methods, processes and procedures), have made, lease, use, sell, offer to sell and/or import any products and services solely in any field which is outside the field of Out of Home Coffee Machines.
- 4.3 Subject to Article 8.4 and 10.2, KPNV hereby grants, and shall cause its relevant Affiliate to grant, to Company and its Affiliates a non-transferable, perpetual, non-exclusive, world-wide and fully paid-up license, without the right to grant any sublicenses except to the Company's and its Affiliates' commercial partners in connection with the joint development of Out of Home Coffee Machines within the framework and for the duration of a commercial partnership between Company and its commercial partners (but, for the avoidance of doubt, expressly excluding any licenses to third parties to make Out of Home Coffee Machines on a commercial licensing basis), under the Philips Know How to design, develop, experiment, carry-out researches, enhance, improve, modify make (including the right to practice, enhance, improve methods, processes and procedures), have made, lease, use, promote, advertise, sell, offer to sell, export and/or import products and services solely in the field of Out of Home Coffee Machines, and in accordance with this Agreement and the Saeco Trademark License Agreement or Gaggia Trademark License Agreement, as applicable. Any sublicense to any commercial partners of the Company or its Affiliates pursuant to this Article 4.3 shall be subject to Article 8.11 and all other terms of this Agreement. KNPV will not and shall cause its relevant Affiliates not to make any use of the Philips Know How, nor grant any license to any third party under the Philips Know How, in the field of use as set forth in this Clause 4.3.
- 4.4 For the avoidance of doubt, KPNV shall not have any obligation to provide any updates of Philips Know How or any other Know How to Company and its Affiliates on or after the Closing Date.

5. Software

- 5.1 KPNV hereby assigns, and, where required, will cause its Affiliates to assign, all of its, and if applicable, its Affiliates rights, title and interests throughout the world in

and to the Business Software to Company, by execution hereof (or, where appropriate or required by Company, by execution of separate instrument(s) of assignment) and to execute and cause its Affiliates to execute all such documents and do all such things as are necessary to effect or formalize the transfer, also by providing, where available and not already in the possession of Company, the relevant source codes of the Business Software.

- 5.2 Company acknowledges and agrees that the assignment of the Business Software pursuant to Article 5.1 is subject to any Prior Commitments.
- 5.3 KPNV and its Affiliates will retain the right, and – to the extent KPNV and its Affiliates for any reason cannot retain – Company hereby grants to KPNV and its Affiliates with effect from the Closing Date an irrevocable, non-transferable, non-exclusive, perpetual, world-wide, and fully paid-up license to use, modify, copy, reproduce, distribute and create derivative works of the Business Software to design, develop, make (including the right to practice methods, processes and procedures), have made, lease, use, sell, offer to sell and/or import any products and services in any field outside the field of Out of Home Coffee Machines.
- 5.4 Subject to any Prior Commitments and Article 8.4 and 10.2, KPNV hereby grants to Company and its Affiliates, a non-transferable, non-exclusive, world-wide, perpetual and fully paid-up license, without the right to grant any sub-licenses except to Company's and its Affiliates' commercial partners in connection with the joint development of Out of Home Coffee Machines within the framework and for the term of the commercial partnership between Company and such commercial partner (but, for the avoidance of doubt, expressly excluding any licenses to third parties to make Out of Home Coffee Machines on a commercial licensing basis), under the Philips Software, to use modify, copy, reproduce, distribute and create derivative works of the Philips Software to design, develop, experiment, carry-out researches, enhance, improve, modify, make (including the right to practice, enhance, improve methods, processes and procedures), have made, lease, use, promote, advertise, sell, offer to sell and/or import products and services solely in the field of Out of Home Coffee Machines. Any sublicense to any commercial partners of Company or its Affiliates pursuant to this Article 5.4 shall be subject to Article 8.11 and all other terms of this Agreement. KPNV will not and shall cause its relevant Affiliates not to make any use of the Philips Software, nor grant any license to any third party under the Philips Software in the field of use as set forth in this Clause 5.4.
- 5.5 The Parties acknowledge and agree that the Philips Software is licensed to Company and not sold. It is further acknowledged and agreed that: (a) KPNV owns and shall continue to own all rights, titles and interests in and to the Philips Software; (b) Company shall take, and shall cause its Affiliates to take all reasonable measures to protect KPNV's and its Affiliates' rights in the Philips Software; (c) KPNV and its Affiliates shall do all such things as are necessary to effect or formalize the license including providing, where available and not already in the possession of Company, the source code of the Philips Software.
6. Trademarks, Designs, Copyrights, and Domain Names

- 6.1 KPNV hereby assigns, and agrees to cause its relevant Affiliate and with respect to the Transferred Domain Names owned by KPNV's services providers in whose name any of the Transferred Domain Names are formally registered, such service providers, to assign, where applicable, to Company all of KPNV's and, if applicable, its Affiliates' rights, title and interest in and to the Transferred Trademarks, Transferred Copyrights, Transferred Design and Transferred Domain Names with effect as of the Closing Date, which assignment is accepted by Company as of the Closing Date. The foregoing assignment includes all rights in and to causes of action and enforcement rights for the Transferred Trademarks, Transferred Copyrights, Transferred Design and Transferred Domain Names including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Transferred Trademarks, Transferred Copyrights, Transferred Design and Transferred Domain Names.
- 6.2 Without prejudice to Article 11.1, the Parties shall, and shall cause their relevant Affiliates to, execute all such documents and do all such things as are necessary to effect or formalize the transfer of the Transferred Trademarks, Transferred Design and Transferred Domain Names pursuant to Article 6.1. Company and KPNV shall, and KPNV shall cause its relevant Affiliates to, sign, immediately after the execution of this Agreement, the applicable deeds of transfer substantially in the form of Schedule H, effective as of the Closing Date with respect to the transfer of the Transferred Trademarks and Transferred Design.
- 6.3 Company acknowledges and agrees that the assignment of the Transferred Trademarks, Transferred Copyrights, Transferred Design and Transferred Domain Names pursuant to Article 6.1 is subject to any Prior Commitments.
- 6.4 The Parties shall equally share all reasonable out of pocket expenses related to the transfer of the Transferred Trademarks, Transferred Design and Transferred Domain Names to Company pursuant to this Article 6. As from the Closing Date, Company shall take over the prosecution, maintenance and other handling of the Transferred Trademarks, the Transferred Design and Transferred Domain Names, and bear all costs in relation thereto, including the payment or reimbursement of any costs relating to the period as from the Closing Date that have become due and payable prior to the Closing Date in relation to the Transferred Trademarks, the Transferred Design and Transferred Domain Names.
- 6.5 KPNV hereby undertakes not to assert against Company and its Affiliates the Registered Designs of Domestic Machines in respect of the manufacture and sale of Out of Home Coffee Machines and subject to compliance with Article 8 and the other terms of this Agreement, notwithstanding any purchase commitment with respect to any products of Company or any of its Affiliates pursuant to the Supply Contract.
- 6.6 Subject to any Prior Commitments and Article 8.4 and 10.2, KPNV hereby grants to Company and its Affiliates, a non-transferable, non-exclusive, world-wide, perpetual and fully paid-up license, without the right to grant any sub-licenses except to Company's and its Affiliates' commercial partners in connection with the joint development of Out of Home Coffee Machines within the framework and for the term of the commercial partnership between Company and such commercial partner (but, for the avoidance of doubt, expressly excluding any licenses to third parties to make Out of Home Coffee Machines on a commercial licensing basis), under the

Philips Copyrights, to use modify, copy, reproduce, distribute and create derivative works of the Philips Copyrights to design, develop, experiment, carry-out researches, enhance, improve, modify, make (including the right to practice, enhance, improve methods, processes and procedures), have made, lease, use, promote, advertise, sell, offer to sell and/or import products and services solely in the field of Out of Home Coffee Machines. Any sublicense to any commercial partners of Company or its Affiliates pursuant to this Article 6.6 shall be subject to Article 8.11 and all other terms of this Agreement. KNPV will not and shall cause its relevant Affiliates not to make any use of the Philips Copyrights, nor grant any license to any third party under the Philips Copyrights, in the field of use as set forth in this Clause 6.6.

- 6.7 KPNV acknowledges that the Company and its Affiliates shall have the right to use the unregistered product names specified in **Schedule K** in connection with the marketing and sale of Out of Home Coffee Machines to Professional Environment customers for use in the Professional Environment.

7. Confidential Information

- 7.1 Confidential Information may be disclosed by or on behalf of a Party or its Affiliates (the “**Disclosing Party**”) to the other Party or its Affiliates (the “**Receiving Party**”) in connection with this Agreement. Each Party agrees to keep the other Party’s and its Affiliates’ Confidential Information confidential and not to reproduce or disclose such Confidential Information to any third party, or to use it for any purpose other than for the purposes of this Agreement or to exercise the rights and license granted hereunder. Each Party shall protect any Confidential Information of the other Party or its Affiliates with the same degree of care used in protecting its own Confidential Information, but no less than a reasonable degree of care. Unless otherwise mutually agreed in writing, the Confidential Information shall remain the property of the Disclosing Party. Each Party’s obligation to protect the Confidential Information of the other Party shall continue for a period of five (5) years following the date of termination of this Agreement.

- 7.2 Each Party may disclose the other Party’s Confidential Information to its and its Affiliates’ employees, officers, lawyers, accountants, suppliers and sub-contractors (the “**Representatives**”) on a strict need to know basis, provided that the Disclosing Party shall be responsible for its Representatives’ compliance with the confidentiality obligations set out in this Article 7.

- 7.3 The confidentiality obligations set out in this Article 7 shall not apply to any information (but only to the extent that such information):
- (a) is generally available from public sources or in the public domain through no fault or breach of the Receiving Party or any of its Representatives;
 - (b) is made available to the Receiving Party (or any of its Affiliates) by a third party, unless the Receiving Party (or such Affiliate) was aware that such third party was bound by a confidentiality agreement with the Disclosing Party or any of its Representatives or otherwise under a contractual, legal, fiduciary or other obligation of confidentiality with respect to such information;

- (c) developed independently by the Receiving Party (or any of its Affiliates or Representatives) without use of the Disclosing Party's Confidential Information as demonstrated by adequate evidence; or
- (d) was known or in the possession of the Receiving Party (or any of its Affiliates or Representatives) prior to its disclosure by the Disclosing Party unless the Receiving Party (or such Affiliate) is aware that the source of such information was bound by a confidentiality undertaking to the Disclosing Party (or its Affiliates) or any of its Representatives or otherwise under a contractual, legal, fiduciary or other obligation of confidentiality with respect to the such information, it being understood that with respect to Company and its Affiliates.

The Parties acknowledge and agree that the exceptions under (b), (c) and (d) above shall not apply to any Confidential Information (including Know How) of KPNV or its Affiliates which was available to Company or its Affiliates prior to or at the date hereof (in particular to any former employees of KPNV or its Affiliates due or in connection with their former employment relationship with KPNV or any of its Affiliates or their predecessors) and which was not reasonably deemed to be Confidential Information of the "Saeco V&P business" (including in particular any Confidential Information related to the domestic coffee activities of KPNV or its Affiliates). For the avoidance of doubt, the Parties further acknowledge and agree that the foregoing sentence shall not apply to any information that would be subject to the exceptions in sub (b), (c) or (d) and which became however available to any employees of the Company or its Affiliates *after* the date of this Agreement.

7.4 In the event that the Receiving Party or any of its Affiliates or Representatives is requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any securities exchange, market or automated quotation system on which any of the receiving party's or any of its Affiliates' securities are listed or quoted) or by legal process to disclose any Confidential Information, the Receiving Party shall provide the other Party with prompt written notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy with respect thereto, (ii) to consult with the other Party with respect to taking steps to resist or narrow the scope of such request or legal process or (iii) to waive compliance in writing, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party, Affiliates and/or its Representatives shall use their respective commercially reasonable efforts (A) to disclose only that portion of the Confidential Information which is legally required to be disclosed and (B) to provide that all Confidential Information that is so disclosed will be accorded confidential treatment to fullest extent available under applicable laws and regulations. In the event that the Receiving Party and its Affiliates and Representatives shall have complied fully with the provisions of this paragraph, the Receiving Party and its Representatives shall have no liability hereunder for the disclosure of that Confidential Information which is legally required to be so disclosed.

7.5 Each Party reserves all rights in its and its Affiliates' Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or its Affiliates or to be implied from this Agreement.

7.6 In connection with any (potential) (initial) public offering, sale, financing, merger, or corporate restructuring involving all or any part of Philips or its Affiliates' business in the field of domestic coffee machine or the sale or transfer of any of the Licensed Patents, Philips and its Affiliates shall be entitled to disclose this Agreement or any information related to this Agreement to any third party(ies) (including potential acquirors, financing institutions and in a prospectus) as required in Philips' opinion in connection with such (potential) transaction, subject to customary confidentiality requirements.

7.7 In connection with any (potential) (initial) public offering, sale, financing, merger, or corporate restructuring involving all or any part of the Company's business or the sale or transfer of any of the Transferred Patents, the Company shall be entitled to disclose this Agreement or any information related to this Agreement to any third party(ies) (including potential acquirers, financing institutions and in a prospectus) as required in Company's opinion in connection with such (potential) transaction, subject to customary confidentiality requirements.

8. Domestic Models; Exclusions; Saeco and Gaggia Trademark; Improvements

8.1 The Parties acknowledge and agree that the OCS Machines currently marketed by the Business are based on "domestic" product platforms and that all Intellectual Property and Know How related to such OCS Machines is and remains owned by KPNV, notwithstanding the transfer of the rights in the Transferred Patents, Business Software, Business Know How, Transferred Trademarks, Transferred Copyrights, Transferred Design and Transferred Domain Names to Company pursuant to this Agreement.

8.2 Company shall, and shall cause its Affiliates to, ensure that Licensed Out of Home Coffee Machines shall only be marketed, promoted, sold or otherwise disposed of through Professional Channels to customers in the Professional Environment for use in such Professional Environment in accordance with the provisions of the Professional Channel Agreement, it being explicitly understood that the marketing, promotion, sale or other disposal of Licensed Out of Home Coffee Machines in or through any Mixed Channel shall be subject to the additional specific limitations as set forth in the Professional Channel Agreement.

8.3 The licenses granted to Company under Article 3 and 4 extend to spare parts and components solely for use in Out of Home Coffee Machines made, marketed and distributed by Company or its Affiliates (a "**Company Out of Home Coffee Machine**"), provided that Company shall, and shall cause its Affiliates and distributors and agents to, market, promote distribute, offer for sale, sell or otherwise dispose of such spare parts and components only in the Professional Channel to Professional Environment customers for use in such Company Out of Home Coffee Machines.

8.4 Company shall, and shall cause its Affiliates to, comply with the terms of the Professional Channel Agreement. The Parties acknowledge that the Professional Channel Agreement shall be deemed an integral part of this Agreement.

8.5 Nothing contained in this Agreement shall be construed as:

- (a) KPNV or its Affiliates granting, by implication, estoppel or otherwise, a license under any Intellectual Property, Know How or Software right other than as expressly provided in this Agreement;
- (b) imposing any obligation of KPNV or its Affiliates to file any new Intellectual Property applications or to secure or (except as otherwise provided in Article 8.7) maintain any Intellectual Property licensed hereunder by KPNV or its Affiliates;
- (c) Except as set forth in Article 8.6, imposing on either Party any obligation to instigate or pursue any action for infringement of any of the licensed Intellectual Property, Know How or Software licensed by either Party to the other Party or to defend any suit or action brought by any third party which challenges or relates to the validity of any such licensed Intellectual Property, Software or Know How. Company shall have no right to initiate or instigate any suit or action for infringement or otherwise enforcement of the Intellectual Property, Know How or Software licensed to Company under this Agreement, nor to defend any suit or action which challenges or relates to the validity of such licensed Intellectual Property, Know How or Software;
- (d) imposing any obligation of Company or its Affiliates to file any new Intellectual Property applications or to defend, secure or maintain any Intellectual Property licensed hereunder by Company or its Affiliates to KPNV and its Affiliates.

8.6 KPNV and its Affiliates shall have the sole right, in their sole and absolute discretion, to take any legal action (including, without limitation, the right to sue any party and settle any claim or action) in relation to the Intellectual Property, Software and Know How licensed to Company under this Agreement but shall have no obligation to take any such action. Upon the written notification by Company to KPNV alleging that a party is using any of the Intellectual Property, Software and Know How licensed to Company under this Agreement within the scope of the license granted to Company as set forth in Article 3.1 without valid license, and containing a written request by Company to take legal action against such infringement, KPNV shall use commercially reasonable efforts to enforce the Intellectual Property, Software and Know-How licensed to Company under this Agreement against such third party where KPNV considers that such actions are justified, proper and commercially reasonable, provided that KPNV shall not have any obligation to do so (or to proceed with any such action) if or when KPNV considers that such action may be prejudicial to KPNV or its Affiliates in its reasonable judgement. All costs incurred and recoveries made in connection with such infringement action by KPNV shall be for the account of KPNV. In the event KPNV conducts any such action at the request of Company, Company shall reimburse KPNV for all reasonable costs in conducting such action less any profits or expenses actually recovered by KPNV from such third party as a result of such action, and Company shall indemnify KPNV and its Affiliates for any costs compensation or damages awarded to any third party as a result of any such action.

Company shall give KPNV prompt written notice when it becomes aware of any violation of, or unauthorized use of, the Intellectual Property, Software and Know How licensed to Company by any third parties, and Company shall render KPNV all reasonable cooperation for the protection and enforcement of such Intellectual Property, Software and Know How.

- 8.7 If KPNV or any of its Affiliates decides to abandon any Licensed Patent, KPNV or such Affiliate shall give Company at least 45 (forty five) days prior written notice thereof and give Company the option to take over such Licensed Patent. In case Company notifies KPNV or such Affiliate (as applicable) in writing of its desire to take over such Licensed Patent within 30 (thirty) days, KPNV or such Affiliate (as applicable) shall transfer such Licensed Patent to Company. Company shall be responsible for all costs related to such transfer and any maintenance and prosecution costs related to such Licensed Patent which become due as from the date of such transfer. As from the date of such transfer, KPNV and its Affiliates shall not have any responsibility for such Licensed Patent. KPNV and its Affiliates shall not give any representations, warranties or guarantees with respect to any Licensed Patents and such transfer shall be made on a strict "as is" basis and KPNV and its Affiliates shall not have any liability with respect to any Licensed Patents that are transferred to Company. Any such transfer shall be subject to any prior commitments related to such Licensed Patent (including, without limitation, any licenses granted under such Licenses Patent to any third party) as existing at the time of the transfer and shall be subject to a retained license to KPNV and its Affiliates on terms similar as the license set forth in Article 2.2. If Company notifies KPNV of its interest in taking over such Licensed Patent in accordance with this Article 8.7, KPNV shall use commercially reasonable efforts to disclose any material prior commitment relating to such transferred Licensed Patents, but KPNV does not provide any guarantee as to the completeness or accuracy of any such disclosure. KPNV or its Affiliates shall not abandon and shall continue to pay maintenance fees with respect to such Licensed Patents during the lifetime of such Licensed Patents until such Licensed Patents have been abandoned in accordance with this Article 8.7 or ownership has been transferred to Company or a third party.
- 8.8 KPNV and Company acknowledge and agree that if a Party (or any of its Affiliates) generates any Improvement after the date of this Agreement, such Party (or its relevant Affiliate) shall be the sole owner of the Intellectual Property, Software and Know How on such Improvement and it shall have no obligation to grant a right or license under such Improvement to the other Party pursuant to this Agreement. It is specifically understood that no Party (or any of its Affiliates) shall have any obligation to inform the other Party (or its Affiliates) of the development of any such Improvement.
- 8.9 Any arrangements concerning the "Saeco Trademark" or the "Gaggia Trademark" are solely dealt with the Saeco Trademark License Agreement and the Gaggia Trademark License Agreement, as applicable, and no licenses or right under or with respect to the Saeco Trademark and the Gaggia Trademark are granted under this Agreement. Company shall have a right to use such Saeco Trademark and Gaggia Trademark solely in accordance with the terms of, as applicable, the Saeco Trademark License Agreement and the Gaggia Trademark License Agreement.

- 8.10 If a Person ceases to be an Affiliate of Company, then all rights and licenses granted with respect to such Affiliate under this Agreement will automatically terminate on the date such Person ceases to be an Affiliate of Company.
- 8.11 Company shall only be authorized to grant any sublicense granted to any commercial partners pursuant to Article 3.1, 4.3, 5.4 or 6.6 strictly in accordance with the terms of this Agreement. Company shall be fully responsible to ensure that such commercial partners (including, for the avoidance of doubt, such commercial partners' affiliates, distributors, reseller, and agents) shall comply with Article 8.2 and 8.3 and all other terms of this Agreement and the Professional Channel Agreement as if such commercial partner were an Affiliate of Company and any breach of the terms of this Agreement or the Professional Channel Agreement by any such commercial partners (including, for the avoidance of doubt, such commercial partners' affiliates, distributors, reseller, and agents) shall be deemed a breach by Company. Any sublicense granted to any such commercial partner shall terminate immediately upon (i) termination of this Agreement, (ii) any breach of such sublicense, the Professional Channel Agreement or this Agreement by such commercial partner or (iii) the termination of the commercial partnership between Company or its Affiliate and such commercial partner.

9. Limitation of Liability; Guarantor's Guarantee

- 9.1 Without prejudice to any representations and warranties granted by Seller under the SPA, it is acknowledged and agreed by the parties that no representations or warranties or guarantees, are given by KPNV in connection with this Agreement or otherwise related to any intellectual property matters (including any Intellectual Property, Software and Know How transferred or licensed hereunder to Company) and KPNV expressly disclaims any such representations, warranties and guarantees in connection with this Agreement.
- 9.2 Without prejudice to the provisions of Article 9.1, in case should for any reason whatsoever, KPNV and/or its Affiliate be liable towards Company under or in connection with this Agreement the maximum liability of KPNV and its Affiliate arising under this Agreement, exception made for cases of willful misconduct and gross negligence, shall not exceed an amount equal to Euro 5,500,000 (five and half million euros) subject in any case to the aggregate cap set forth under Article 11.2 (f)(i) of the SPA in respect of all claims under the SPA and all transactional agreements as set forth under Article 11.2(f)(i) of the SPA and (ii) all the limitations and qualifications set forth under Article 11.2, letters (b), (c), (d), (e), (g), (j) and (k) of the SPA shall apply, *mutatis mutandis*, to any such claims, indemnifications and other remedies. In this respect, the Company, also on behalf of its Affiliates, declares to acknowledge and accept, and to be aware of, the above provisions of the SPA as referred to in this paragraph.
- 9.3 The Parties acknowledge that Guarantor shall guarantee, among others, the performance by Company of all of its obligations under this Agreement at terms and conditions set forth in the Guarantee. On the date hereof, simultaneously with the execution of this Agreement, the Guarantee has been signed and delivered by Guarantor to Philips Saeco S.p.A. (which has accepted it also in the name and on behalf of KPNV). Company shall ensure that upon an event as set forth in clause 8 or 9

of the Guarantee, a new guarantee and/or bank guarantee shall be given by the relevant Person in accordance with such provisions.

10. **Termination of Agreement**

10.1 This Agreement shall commence on the date hereof and shall continue in perpetuity except to the extent terminated in accordance with Article 10.3.

10.2 Company acknowledges and agrees that any licenses under any Intellectual Property licensed to Company hereunder may be terminated or revoked by KPNV in accordance with the terms of the Professional Channel Agreement.

10.3 Without prejudice to any other rights or remedies available under this Agreement or at law, KPNV shall be entitled to terminate or revoke the licenses granted under this Agreement to Company and its Affiliates and the non-assert in Article 6.5, in whole or in part, with immediate effect by giving written notice to the other Party if:

(a) Company or any of its Affiliates or the Guarantor commits a material breach of any of its obligations under this Agreement or the Guarantee or any bank guarantee provided pursuant to clause 8 or 9 of the Guarantee, provided that if such breach is remediable, KPNV may only terminate if Company fails to remedy that breach within thirty (30) days after receipt of notice in writing requiring it to do so;

(b) the Guarantee and/or any new guarantee and the bank guarantee as required to be provided pursuant to clause 8 or 9 of the Guarantee not being provided, terminated or withdrawn for any reason whatsoever;

(c) any court order is issued or corporate action is taken, or resolution is passed for or in connection with the liquidation, winding-up or dissolution of that other Party. It is understood, however, that should such event involve the Guarantor, KPNV is not entitled to terminate this Agreement if the Guarantee is replaced by a guarantee by another party who meets the requirements set forth in the Guarantee;

d) Company ceases, or threatens to cease, to carry on all or substantially the whole of its business as it relates to the scope of this Agreement.

10.4 Without prejudice to the provisions set forth under Article 9, the termination or revocation of any licenses granted under this Agreement shall not prejudice any of the Parties' rights and remedies which have accrued as at termination (including the right to seek for the compensation of damages) under this Agreement or at law.

11. **Miscellaneous**

11.1 **Further Assurances.** Each Party shall, and to the extent needed shall procure its Affiliates, to execute such documents and perform such acts and things as may be reasonably required by each Party to give the other Party the full benefit of this Agreement.

- 11.2 **No Partnership.** Nothing contained in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture or other agency between the Parties.
- 11.3 **Amendment.** No modification or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.
- 11.4 **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 11.5 **Entire Agreement.** This Agreement, together with the Professional Channel Agreement, constitutes the whole agreement and understanding of the Parties and supersedes any previous arrangements, understandings or agreements between them (or their Affiliates) relating to the subject matter of this Agreement.
- 11.6 **No Third Party Rights.** Except as expressly otherwise stated herein, this Agreement does not contain any stipulation in favor of a third party. No term of this Agreement shall be enforceable by a person who is not a Party to this Agreement.
- 11.7 **Assignment.**
- 11.7.1 Except as otherwise provided herein, neither Party may assign this Agreement and/or any of its rights and/or obligations hereunder to any other Person without the prior written consent of the other Party.
- 11.7.2 In connection with any (initial) public offering, sale, merger, or corporate restructuring involving all or any part of KPNV or its Affiliates' business in the field of domestic coffee machines or the transfer of any of the Licensed Patents, KPNV shall be entitled to assign this Agreement to any of its Affiliates or to any third party (or such third parties' Affiliates) acquiring all or any part of its business in the field of domestic coffee machines or with which such activities are merged or to the acquirer of such Licensed Patents.
- 11.8 **No Right To Seek Amendment Of Agreement.** Each Party waives its right to request a competent court to amend this Agreement on the basis of section 6:230(2) of the Netherlands Civil Code. Furthermore, a mistaken Party shall bear the risk of any mistake (*dwalig*) in making this Agreement.
- 11.9 **Notices.**

11.9.1 Any notice and other communication between the Parties in connection with this Agreement (a "Notice") shall be in writing and shall be given and shall be deemed to have been duly given if written in the English language and:

- (a) delivered personally (Notice deemed given upon receipt);
- (b) delivered by registered post (Notice deemed given upon confirmation of receipt); or
- (c) sent by an internationally recognised overnight courier service such as Federal Express (Notice deemed given upon receipt), in each case with a copy by email, which copy shall not constitute a Notice.

11.9.2 KPNV nominates the address referred to below as its place of residence at which Notices may be served for all matters in connection with this Agreement:

Koninklijke Philips N.V.
Intellectual Property & Standards (IP&S)
High Tech Campus 5
5656 AE Eindhoven
The Netherlands
Fax No: +31 40 79 80085
Attn. Chief Intellectual Property Officer

and to

Koninklijke Philips N.V.
Attn. Arno van Hekesen
Vice President Mergers & Acquisitions
Floor 17, Amstelplein 2, 1096 BC Amsterdam,
The Netherlands
E-mail: arno.van.hekesen@philips.com

Company nominates the address referred to below as its place of residence at which Notices may be served for all matters in connection with this Agreement:

Saeco Vending S.p.A.
Località Casona 1066,
Gaggio Montano (BO), Italy
Attention: *pro tempore* legal representative

and to:

N&W Global Vending S.p.A
via Roma, 24
24030 Valbrembo (BG) Italia
Attention: Andrea Zocchi and Roberto Cassera
Fax: +39 035606463
E-mail: andrea.zocchi@nwglobalvending.com
roberto.cassera@nwglobalvending.com

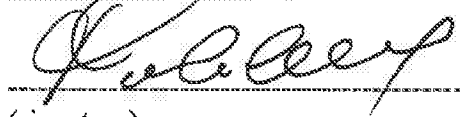
A Party may from time to time nominate a different place of residence or contact person by notifying the other Party of that new place of residence or contact person.

- 11.10 **Costs.** Except as expressly provided otherwise herein, all costs in which a Party has incurred or shall incur in preparing, concluding or performing this Agreement are for that Party's own account.
- 11.11 **Invalidity.** If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then:
- a) such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected; and
 - b) the Parties shall agree a replacement provision that is legal, valid and enforceable to achieve so far as possible the intended effect of the illegal, invalid or unenforceable provision.
- 11.12 **Dispute Resolution.** Any dispute arising out of or relating to this Agreement (including any question regarding the existence, validity and termination of this Agreement) shall be submitted to the exclusive jurisdiction of the District Court of The Hague, The Netherlands.
- 11.13 **Governing Law.** This Agreement and the documents to be entered into pursuant to it, save as expressly otherwise provided therein, shall be governed by and construed in accordance with the Laws of The Netherlands.
- 11.14 **Counterparts.** This Agreement may be entered into any number of counterparts, all of which taken together shall constitute one and the same instrument.

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AGREED AND SIGNED:

Koninklijke Philips N.V.



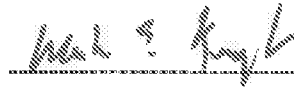
(signature)

Name: PAUL CORSON

Title: ATTORNEY IN FACT

Date: February 28th, 2017

Sacco Vending S.p.A.



(signature)

Name: MARCO E. MOUGH

Title: Director

Date: February 28th, 2017

Schedule A:	Transferred Patents
Schedule B:	Licensed Patents
Schedule C:	Transferred Design
Schedule D:	Transferred Domain Names
Schedule E:	Transferred Trademarks
Schedule F:	Registered Designs of Domestic Machines
Schedule G:	Intentionally left blank
Schedule H:	Deeds of Transfer
Schedule I:	Guarantee
Schedule J:	Prior Commitments
Schedule K:	Unregistered Product Names

**Schedule A
Transferred Patents**

See Schedule H.

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**Schedule B
Licensed Patents**

Internal file number	Filing date	Application number	Grant date	Grant number
1997P01557 CH	11-Sep-1997	2140/1997	15-Jan-2002	692020
1997P01557 DE	21-Aug-1998	EP98810824.7	8-Oct-2003	59809852.6
1997P01557 MX	11-Sep-1998	987395	4-Sep-2002	210132
1997P01557 US	10-Sep-1998	09/150779	1-Feb-2000	6019028
1999P01996 AU	20-Apr-2000	30089/00	17-Jun-2004	770755
1999P01996 BR	20-Apr-2000	PI0001660-8	12-Feb-2008	PI0001660-8
1999P01996 CN	24-Apr-2000	00107012.6	29-Mar-2006	00107012.6
1999P01996 HK	24-Apr-2000	01102916.6	17-Nov-2006	1032344
1999P01996 IN	20-Apr-2000	234/CAL/2000	14-Oct-2005	195139
1999P01996 MX	18-Apr-2000	PAA/2000/003825	8-Nov-2004	224069
1999P01996 RU	21-Apr-2000	2000110324	10-Jan-2004	2220640
1999P01996 TR	21-Apr-2000	2000/1104	21-Aug-2002	TR 2000 0114 B
1999P01996 US	19-Apr-2000	09/552367	5-Jun-2001	6240832
1999P01996EPAT	29-Mar-2000	00810265.9	4-May-2005	294522
1999P01996EPCH	29-Mar-2000	00810265.9	4-May-2005	1046366
1999P01996EPDE	29-Mar-2000	00810265.9	4-May-2005	50010205.8
1999P01996EPES	29-Mar-2000	00810265.9	4-May-2005	2240039
1999P01996EPFR	29-Mar-2000	00810265.9	4-May-2005	1046366
1999P01996EPGB	29-Mar-2000	00810265.9	4-May-2005	1046366
1999P01996EPIT	29-Mar-2000	00810265.9	4-May-2005	1046366
2000P02377 AU	22-May-2001	46211/01	29-Jan-2004	766342
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2012P00424WOUS	9-Jul-2013	14/414230		
2012P00891WE	2-Jan-2014	14700315.6		
2012P00891WOAU	2-Jan-2014	2014206114		
2012P00891WOBR	2-Jan-2014	BR 11 2015 016191 0		
2012P00891WOCN	2-Jan-2014	201480004487.9		
2012P00891WOID	2-Jan-2014	P-00 2015 04188		
2012P00891WOIN	2-Jan-2014	4818/CHENP/2015		
2012P00891WOJP	2-Jan-2014	2015-552167		
2012P00891WOMX	2-Jan-2014	MX/A/2015/008778		
2012P00891WORU	2-Jan-2014	2015133221		
2012P00891WOUS	2-Jan-2014	14/758576		
2012P01674WE	5-Mar-2014	14711614.9		
2012P01674WOBR	5-Mar-2014	BR 11 2015 021789 3		
2012P01674WOCN	5-Mar-2014	201480014239.2		

2012P01674WOIN	5-Mar-2014	6156/CHENP/2015
2012P01674WOJP	5-Mar-2014	2015-562446
2012P01674WORU	5-Mar-2014	2015143237
2012P01674WOUS	5-Mar-2014	14/774170
2013P00696WE	16-May-2014	14728339.4
2013P00696WOCN	16-May-2014	201480011563.9
2013P00696WOIN	16-May-2014	7339/CHENP/2015
2013P00696WOJP	16-May-2014	2015-559601
2013P00696WORU	16-May-2014	2015153582
2013P00696WOUS	16-May-2014	14/768841
2015P00240EP	22-Dec-2015	15201960.0

**Schedule C
Transferred Design**

See Schedule H.

Schedule D
Transferred Domain Names

See Schedule H.

In addition to the domain names mentioned in Schedule H, the following domain names shall be transferred:

aulika.ca
aulika.com.ar
aulika.com.au
aulika.com.br
aulika.fr
aulika.it
aulika.jp

carthego.ca
carthego.com.au
carthego.com.br

lirika.ca
lirika.com.ar
lirika.com.au
lirika.com.br
lirika.fr
lirika.it
lirika.jp

phedraevo.com.br
phedraevo.jp
phedraevo.ca
phedraevo.com.au

royalgrancrema.ca
royalgrancrema.com.au
royalgrancrema.com.br
royalgrancrema.jp

**Schedule E
Transferred Trademarks**

See Schedule H.

❖

Schedule F
Registered Designs of Domestic Machines

Internal file number	Filing date	Application number	Registration date	Registration number
2011D00142 AU	8-Nov-2011	15029/2011	7-Dec-2011	339771
2011D00142 BR	9-Nov-2011	DI7105655-6	23-Oct-2012	DI7105655-6
2011D00142 CN	10-May-2011	201130112774.0	21-Sep-2011	ZL201130112774.0
2011D00142 HK	8-Nov-2011	1101956.1M	8-Nov-2011	1101956.1M003
2011D00142 IN	9-Nov-2011	240666	4-Oct-2012	240666
2011D00142 KR	8-Nov-2011	30-2011-46900	14-Nov-2012	30-0668952
2011D00142 MX	9-Nov-2011	MX/F/2011/003586	13-Sep-2012	37196
2011D00142 RU	9-Nov-2011	2011503449	16-Nov-2012	83481
2011D00142 TW	8-Nov-2011	100306003		
2011D00142 US	9-Nov-2011	29/406009	12-Feb-2013	D675860
2011D00142EU	9-May-2011	001860693-0002	9-May-2011	001860693-0002
2011D00142WO	7-Nov-2011	D60/634945501	7-Nov-2011	DM/077074
2011D00142WOCH	7-Nov-2011		7-Nov-2011	DM/077074
2011D00142WONO	7-Nov-2011		7-Nov-2011	DM/077074
2011D00142WOTR	7-Nov-2011		7-Nov-2011	DM/077074
2012D00425 AU	19-Jun-2013	12824/2013	19-Jul-2013	349835
2012D00425 BR	19-Jun-2013	BR3020130028852		
2012D00425 CN	20-Dec-2012	201230643505.1	29-May-2013	ZL201230643505.1
2012D00425 HK	14-Jun-2013	1300985.3	14-Jun-2013	1300985.3
2012D00425 IN	17-Jun-2013	254527	15-Jan-2014	254527
2012D00425 KR	14-Jun-2013	30-2013-0030995	27-Oct-2014	768817
2012D00425 MX	18-Jun-2013	MX/F/2013/001683	27-Mar-2014	41249
2012D00425 RU	18-Jun-2013	2013502293	16-Jun-2014	88898
2012D00425 US	17-Jun-2013	29/458104	16-Dec-2014	D719390
2012D00425EU	19-Dec-2012	002156331-0001	19-Dec-2012	002156331-0001
2012D00425WO	17-Jun-2013	744488001-0001	17-Jun-2013	DM/081105-0001
2012D00425WOCH	17-Jun-2013	744488001-0001	17-Jun-2013	DM/081105-0001
2012D00425WOTR	17-Jun-2013	744488001-0001	17-Jun-2013	DM/081105-0001
2012D00425WOUA	17-Jun-2013	744488001-0001	17-Jun-2013	DM/081105-0001

Schedule G
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Schedule H
Deeds of Transfer – agreed form

DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made with effect from February 28th, 2017 (the “Effective Date”)

BETWEEN

Koninklijke Philips N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands (“Assignor”) on the one part,

and

Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy (“Assignee”) on the other part.

This Deed of Assignment is to confirm the following:

Assignor is the registered owner of the patents and applications therefor as listed in the Annex (“the Transferred Patents”);

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, effective as of the Effective Date, to Assignee all right, title and interest in and to the Transferred Patents, subject to (i) Assignor and its Affiliates retaining a fully paid-up, non-transferable, world-wide, non-exclusive and irrevocable license under the Transferred Patents for the lifetime of the Transferred Patents, to design, develop, make (including the right to practice methods, processes and procedures), have made, lease, use, sell, offer to sell and/or import any products and services solely in any field of coffee machines which is outside the field of Out of Home Coffee Machines and (ii) any and all (a) licenses, covenants not to assert and similar commitments, immunities and undertakings, (b) rights or options to exercise, renew or extend any of the foregoing, (c) releases for past infringement, (d) undertakings given to standard-setting organizations to the effect that any Intellectual Property will be made available to third parties implementing the relevant standard specifications on reasonable and non-discriminatory conditions, or otherwise, and (e) any other similar encumbrances, commitments, or undertakings entered into or agreed to by Assignor or its Affiliates or to which any of them may otherwise be subject or bound, and Assignee has accepted said assignment.

When used in this Deed of Assignment, “Affiliate” shall mean with respect to any Person, another Person directly or indirectly Controlling, Controlled by, or under common Control with the first Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made, but only for as long as such entity is owned or controlled by such Person. For the purposes of this definition a Person shall be deemed to own or control another Person if more than 50% (fifty per cent) of the voting stock of the latter Person, ordinarily entitled to vote in the meetings of shareholders of that Person, (or, if there is no such stock, more than 50% of the ownership of or control in the latter Person) is

held, directly or indirectly, by the owning or controlling Person. For the purposes of this Agreement, Philips Lighting N.V. and any legal entity, directly or indirectly, owned or controlled by Philips Lighting N.V. shall not be deemed an Affiliate of Philips.

When used in this Deed of Assignment, "Out of Home Coffee Machines" shall mean (i) machines that store and dispense for sale to consumers of snacks and/or beverages; (ii) automatic or semiautomatic coffee machines specifically designed and intended for use in business, commercial and public locations including, inter alia, hotels, bars, restaurants, cafes, cafeterias, bakeries, factories, taverns, conference and shopping centers, offices, rail and gasoline stations, and expressly excluding home or domestic usage and locations.

Assignor hereby grants full power of attorney to Assignee to submit this Deed of Assignment deed, including the Annex, to the patent authorities of or acting for the relevant countries, and to request those authorities to record the assignment of the legal title to the Transferred Patents from Assignor to Assignee in the appropriate registers provided that, where possible, the retained license to Assignor and its Affiliates shall be simultaneously recorded in those registers.

EXECUTED [Place and date]
for and on behalf of:

Koninklijke Philips N.V.

Saeco Vending S.p.A.

.....
Name:
Title:

Name:
Title:

Annex: Transferred Patents

Internal file number	Filing date	Application number	Grant date	Grant number	Country
2005P03283WEDE	2005-nov-22	05804999.0	2010-jan-27	602005019216.6	Germany
2005P03283WEFR	2005-nov-22	05804999.0	2010-jan-27	1954169	France
2005P03283WEGB	2005-nov-22	05804999.0	2010-jan-27	1954169	Great Britain
2006P02808WECH	2007-sep-04	07827664.9	2010-aug-04	2059155	Switzerland
2006P02808WEDE	2007-sep-04	07827664.9	2010-aug-04	602007008258.7	Germany
2006P02808WEES	2007-sep-04	07827664.9	2010-aug-04	2059155	Spain
2006P02808WEFR	2007-sep-04	07827664.9	2010-aug-04	2059155	France
2006P02808WEGB	2007-sep-04	07827664.9	2010-aug-04	2059155	Great Britain
				60 2007 042	
2006P02811WEDE	2007-sep-27	07827723.3	2015-jul-22	282.5	Germany
2006P02811WEES	2007-sep-27	07827723.3	2015-jul-22	2068686	Spain
2006P02811WEFR	2007-sep-27	07827723.3	2015-jul-22	2068686	France
2006P02811WEGB	2007-sep-27	07827723.3	2015-jul-22	2068686	Great Britain
2006P02811WEIT	2007-sep-27	07827723.3	2015-jul-22	2068686	Italy
2006P02811WETR	2007-sep-27	07827723.3	2015-jul-22	2068686	Turkey
2006P02814WEDE	2006-dec-18	06829690.4	2009-aug-19	1969569	Germany
2006P02814WEDE01	2006-dec-18	09007976.5	2014-jul-02	602006042176.1	Germany
2006P02814WEES	2006-dec-18	06829690.4	2009-aug-19	1969569	Spain
2006P02814WEES01	2006-dec-18	09007976.5	2014-jul-02	2096607	Spain
2006P02814WEFR	2006-dec-18	06829690.4	2009-aug-19	1969569	France
2006P02814WEFR01	2006-dec-18	09007976.5	2014-jul-02	2096607	France
2006P02814WEGB	2006-dec-18	06829690.4	2009-aug-19	1969569	Great Britain
2006P02814WEGB01	2006-dec-18	09007976.5	2014-jul-02	2096607	Great Britain
2006P02814WEIT	2006-dec-18	06829690.4	2009-aug-19	1969569	Italy
2006P02814WEIT01	2006-dec-18	09007976.5	2014-jul-02	2096607	Italy
2006P02814WETR01	2006-dec-18	09007976.5	2014-jul-02	2096607	Turkey
				60 2010 011	
2009P01792WEDE	2010-dec-07	10803146.9	2013-nov-06	642.5	Germany
2009P01792WEFR	2010-dec-07	10803146.9	2013-nov-06	2509476	France
2009P01792WEGB	2010-dec-07	10803146.9	2013-nov-06	2509476	Great Britain
2009P01792WETR	2010-dec-07	10803146.9	2013-nov-06	2509476	Turkey
2009P01792WOBR	2010-dec-07	BR 11 2012 013705-0			Brazil
2009P01792WOJP	2010-dec-07	2012-542664	2015-jun-19	5763671	Japan
					European Patent Office
2009P01795WE	2010-okt-15	10776167.8			
2009P01795WOBR	2010-okt-15	BR 11 2012 009025-9			Brazil
2009P01795WOJP	2010-okt-15	2012-534808	2014-dec-26	5671048	Japan
				60 2011 005	
2010P00531WEDE	2011-apr-20	11723124.1	2014-mrt-19	601.8	Germany
2010P00531WEES	2011-apr-20	11723124.1	2014-mrt-19	2563187	Spain
2010P00531WEFR	2011-apr-20	11723124.1	2014-mrt-19	2563187	France
2010P00531WEGB	2011-apr-20	11723124.1	2014-mrt-19	2563187	Great Britain

2010P00531WOBR	2011-apr-20	BR 11 2012 027158-0			Brazil European Patent Office Brazil China Indonesia India Japan Mexico Russia USA
2011P01576WE	2012-aug-03	12762400.5			
2011P01576WOBR	2012-aug-03	BR 11 2014 002294 1			
2011P01576WOCN	2012-aug-03	201280038134.1			
2011P01576WOID	2012-aug-03	P-00 2014 00498			
2011P01576WOIN	2012-aug-03	847/CHENP/2014			
2011P01576WOJP	2012-aug-03	2014-523435			
2011P01576WOMX	2012-aug-03	MX/A/2014/001273			
2011P01576WORU	2012-aug-03	2014108051			
2011P01576WOUS	2012-aug-03	14/235630			
				60 2013 004	
2012P00220WEDE	2013-mrt-15	13721068.8	2015-dec-30	382.5	Germany
2012P00220WEFR	2013-mrt-15	13721068.8	2015-dec-30	2830467	France
2012P00220WEGB	2013-mrt-15	13721068.8	2015-dec-30	2830467	Great Britain
2012P00220WETR	2013-mrt-15	13721068.8	2015-dec-30	2830467	Turkey
2012P00220WOBR	2013-mrt-15	BR 11 2014 023536 8			Brazil
2012P00220WOCN	2013-mrt-15	201380016878.8			China
2012P00220WOJP	2013-mrt-15	2015-502489			Japan
2012P00220WORU	2013-mrt-15	2014143030			Russia
2012P00220WOUS	2013-mrt-15	14/386365			USA European Patent Office Brazil China Indonesia India Japan Mexico Russia USA World Intellectual Property Organization European Patent Office
2013P00543WE	2014-aug-04	14749765.5			
2013P00543WOBR	2014-aug-04	BR 11 2016 002792 2			
2013P00543WOCN	2014-aug-04	201480045144.7			
2013P00543WOID	2014-aug-04	P-00 2016 00921			
2013P00543WOIN	2014-aug-04	201647007141			
2013P00543WOJP	2014-aug-04	2016-533881			
2013P00543WOMX	2014-aug-04	MX/A/2016/001762			
2013P00543WORU	2014-aug-04	2016108630			
2013P00543WOUS	2014-aug-04	14/911896			
2015P00854WO	2016-jan-05	PCT/EP2016/050061			
2016P00351EP	2016-apr-26	16167159.9			



DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made with effect from February 28th, 2017 (the "Effective Date")

BETWEEN

Koninklijke Philips Electronics N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands ("Assignor") on the one part,

and

Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy ("Assignee") on the other part.

This Deed of Assignment is to confirm the following:

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When used in this Deed of Assignment, "Affiliate" shall mean with respect to any Person, another Person directly or indirectly Controlling, Controlled by, or under common Control with the first Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made, but only for as long as such entity is owned or controlled by such Person. For the purposes of this definition a Person shall be deemed to own or control another Person if more than 50% (fifty per cent) of the voting stock of the latter Person, ordinarily entitled to vote in the meetings of shareholders of that Person, (or, if there is no such stock, more than 50% of the ownership of or control in the latter Person) is held, directly or indirectly, by the owning or controlling Person. For the purposes of this

Agreement, Philips Lighting N.V. and any legal entity, directly or indirectly, owned or controlled by Philips Lighting N.V. shall not be deemed an Affiliate of Philips

When used in this Deed of Assignment, "Out of Home Coffee Machines" shall mean (i) machines that store and dispense for sale to consumers of snacks and/or beverages; (ii) automatic or semiautomatic coffee machines specifically designed and intended for use in business, commercial and public locations including, inter alia, hotels, bars, restaurants, cafes, cafeterias, bakeries, factories, taverns, conference and shopping centers, offices, rail and gasoline stations, and expressly excluding home or domestic usage and locations.

Assignor hereby grants full power of attorney to Assignee to submit this Deed of Assignment, including the Annex, to the patent authorities of or acting for the relevant countries, and to request those authorities to record the assignment of the legal title to the Transferred Patents from Assignor to Assignee in the appropriate registers provided that, where possible, the retained license to Assignor and its Affiliates shall be simultaneously recorded in those registers.

EXECUTED [Place and date]
for and on behalf of:

Koninklijke Philips Electronics N.V.

Sacco Vending S.p.A.

.....
Name:
Title:

Name:
Title:

Annex: Transferred Patents

Internal file number	Filing date	Application number	Grant date	Grant number	Country
2005P03283 HK	2005-nov-22	09100754.7	2011-jun-30	1123169B	Hong Kong
2005P03283WEAT	2005-nov-22	05804999.0	2010-jan-27	1954169	Austria
2005P03283WECH	2005-nov-22	05804999.0	2010-jan-27	1954169	Switzerland
2005P03283WEES	2005-nov-22	05804999.0	2010-jan-27	1954169	Spain
2005P03283WEIT	2005-nov-22	05804999.0	2010-jan-27	1954169	Italy
2005P03283WETR	2005-nov-22	05804999.0	2010-jan-27	2010 01750 T4	Turkey
2005P03283WOAU	2005-nov-22	2005338558	2011-dec-22	2005338558	Australia
2005P03283WOBR	2005-nov-22	PI0520702-9			Brazil
2005P03283WOCN	2005-nov-22	200580052134.7	2010-sep-29	200580052134.7	China
2005P03283WOJP	2005-nov-22	08-541921	2012-jan-06	4898825	Japan
2005P03283WOMX	2005-nov-22	A/2008/06474	2012-mei-28	299602	Mexico
2005P03283WORU	2005-nov-22	2008125089	2010-jan-27	2380019	Russia
2005P03283WOUS	2005-nov-22	12/094319	2012-aug-28	8250971	USA
2006P02808 IT	2006-sep-08	FI2006A000222	2010-jan-11	1369191	Italy
2006P02808WEIT	2007-sep-04	07827664.9	2010-aug-04	2059155	Italy
2006P02808WOAU	2007-sep-04	2007292961	2014-feb-20	2007292961	Australia
2006P02808WOBR	2007-sep-04	PI0716878-0			Brazil
2006P02808WOCA	2007-sep-04	2662128	2015-nov-24	2662128	Canada
2006P02808WOCN	2007-sep-04	200780033088.5	2012-jan-04	200780033088.5	China
2006P02808WOJP	2007-sep-04	2009-527282	2012-sep-28	5097777	Japan
2006P02808WOMX	2007-sep-04	MX/A/2009002432	2012-jan-24	295158	Mexico
2006P02808WORU	2007-sep-04	2009113040	2011-aug-27	2427308	Russia
2006P02811 AU	2007-sep-27	2007303752	2014-jan-02	2007303752	Australia
2006P02811 IT	2006-okt-04	FI2006A000244	2010-jan-11	1369212	Italy
2006P02811WOBR	2007-sep-27	PI0717842-5			Brazil
2006P02811WOCN	2007-sep-27	200780041786.X	2013-jan-16	ZL200780041786.X	China
2006P02811WOJP	2007-sep-27	2009-531019	2013-apr-05	5236654	Japan
2006P02811WOMX	2007-sep-27	MX/A/09/003585	2012-jan-18	294883	Mexico
2006P02811WORU	2007-sep-27	2009116434	2011-aug-27	2427307	Russia
2006P02811WOUS	2007-sep-27	12/444238	2015-nov-17	9186019	USA
2006P02814WEAT	2006-dec-18	06829690.4	2009-aug-19	1969569	Austria
2006P02814WECH	2006-dec-18	06829690.4	2009-aug-19	1969569	Switzerland
2006P02814WETR	2006-dec-18	06829690.4	2009-aug-19	2009 06937 T4	Turkey
2006P02814WOAU	2006-dec-18	2006351419	2012-okt-04	2006351419	Australia
2006P02814WOBR	2006-dec-18	PI0622240-4			Brazil
2006P02814WOCN	2006-dec-18	200680056677.0	2013-nov-06	200680056677.0	China
2006P02814WOJP	2006-dec-18	09-541772	2013-feb-22	5203385	Japan
2006P02814WOMX	2006-dec-18	2009/005847	2012-jun-14	300249	Mexico
2006P02814WORU	2006-dec-18	2009127827	2011-okt-10	2431199	Russia
2006P02814WOUS	2006-dec-18	12/519247			USA
2009P01792 IT	2009-dec-11	FI2009A000256			Italy
2009P01792WOAU	2010-dec-07	2010329522	2015-dec-17	2010329522	Australia

2009P01792WOCN	2010-dec-07	201080056155.7	2015-mei-20	201080056155.7	China
2009P01792WORU	2010-dec-07	2012129181	2015-feb-20	2542549	Russia
2009P01792WOUS	2010-dec-07	13/513623	2015-dec-01	9198535	USA
2009P01795WOAU	2010-okt-15	2010309467	2015-jul-16	2010309467	Australia
2009P01795WOCN	2010-okt-15	201080047319.X			China
2009P01795WOMX	2010-okt-15	2012/004605	2013-dec-02	315928	Mexico
2009P01795WORU	2010-okt-15	2012120339	2015-nov-20	2568312	Russia
2009P01795WOUS	2010-okt-15	13/501196			USA
2010P00531WEIT	2011-apr-20	11723124.1	2014-mrt-19	2563187	Italy
2010P00531WETR	2011-apr-20	11723124.1	2014-mrt-19	2563187	Turkey
2010P00531WOAU	2011-apr-20	2011246922	2015-aug-27	2011246922	Australia
2010P00531WOCN	2011-apr-20	201180021340.7			China
2010P00531WOIN	2011-apr-20	8274/CHENP/2012			India
2010P00531WORU	2011-apr-20	2012150341	2015-apr-20	2548480	Russia
2010P00531WOUS	2011-apr-20	13/639732	2015-aug-25	9113729	USA

DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made with effect from February 28th, 2017 (the "Effective Date")

BETWEEN

Koninklijke Philips N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands ("Assignor") on the one part,

and

Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy ("Assignee") on the other part.

This Deed of Assignment is to confirm the following:

Assignor is the registered owner of the design rights, design patents, and applications therefor as listed in the Annex ("the Transferred Designs").

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Assignor hereby grants full power of attorney to Assignee to submit this Deed of Assignment deed, including the Annex, to the patent or design authorities of or acting for the relevant countries, and to request those authorities to record the assignment of the legal title to the Transferred Designs from Assignor to Assignee in the appropriate registers.

EXECUTED [Place and date]

for and on behalf of:

Koninklijke Philips N.V.

Saeco Vending S.p.A.

.....
Name:

Title:

Name:

Title:

Annex: Transferred Designs

Internal file number	Filing date	Application number	Registration date	Registration number	Country
2015D00058 BR	2015-okt-22	BR3020150048522			Brazil
2015D00058 CN	2015-okt-14	201530396527.6	2016-mrt-16	ZL201530396527.6	China
2015D00058 HK	2015-okt-26	1502322.1	2015-okt-26	1502322.1	Hong Kong
2015D00058 ID	2015-okt-27	A00201503144			Indonesia
2015D00058 IN	2015-okt-16	276723			India
2015D00058 RU	2015-okt-28	2015502289			Russia
2015D00058EU	2015-apr-29	002691378-0001	2015-apr-29	002691378-0001	EU
2015D00058WO	2015-okt-16	TBA	2015-okt-16	DM/087898	World Intellectual Property Organization
2015D00058WOCH	2015-okt-16	TBA	2015-okt-16	DM/087898	Switzerland
2015D00058WOJP	2015-okt-16	2015-500468	2015-okt-16	DM/087898	Japan
2015D00058WOKR	2015-okt-16	TBA	2015-okt-16	DM/087898	South Korea
2015D00058WOSG	2015-okt-16	TBA	2015-okt-16	DM/087898	Singapore
2015D00058WOTR	2015-okt-16	TBA	2015-okt-16	DM/087898	Turkey
2015D00058WOUS	2015-okt-16	35/500834	2015-okt-16	DM/087898	USA



DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made with effect from February 28th, 2017 (the "Effective Date")

BETWEEN

Koninklijke Philips N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands ("Assignor") on the one part,

and

Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy ("Assignee") on the other part.

This Deed of Assignment is to confirm the following:

Assignor is the registered owner of the trademark rights and applications therefor as listed in the Annex ("the Transferred Trademarks");

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, effective as of the Effective Date, to Assignee all right, title and interest in and to the Transferred Trademarks, subject to any and all (a) licenses, covenants not to assert and similar commitments, immunities and undertakings, (b) rights or options to exercise, renew or extend any of the foregoing, (c) releases for past infringement, (d) undertakings given to standard-setting organizations to the effect that any Intellectual Property will be made available to third parties implementing the relevant standard specifications on reasonable and non-discriminatory conditions, or otherwise, and (e) any other similar encumbrances, commitments, or undertakings entered into or agreed to by Assignor or its Affiliates or to which any of them may otherwise be subject or bound, and Assignee has accepted said assignment.

Assignor hereby grants full power of attorney to Assignee to submit this Deed of Assignment deed, including the Annex, to the trademark authorities of or acting for the relevant countries, and to request those authorities to record the assignment of the legal title to the Transferred Trademarks from Assignor to Assignee in the appropriate registers.

EXECUTED [Place and date]

for and on behalf of:

Koninklijke Philips N.V.

Saeco Vending S.p.A.

.....
Name:

Title:

Name:

Title:

Annex: Transferred Trademarks

Internal file number	Filing date	Application number	Registration date	Registration number	Country
2005T50149 CA	2005-mrt-23	1251701	2007-mrt-08	TMA683259	Canada
2005T50149EU	2005-mrt-17	4342788	2006-mrt-02	4342788	EU Trademark World Intellectual Property Organization
2005T50149WO	2005-mrt-24	860979	2005-mrt-24	860979	Australia
2005T50149WOAU	2005-mrt-24	860979	2005-mrt-24	860979	Australia
2005T50149WOJP	2005-mrt-24	860979	2005-mrt-24	860979	Japan



DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made with effect from February 28th, 2017 (the "Effective Date")

BETWEEN

Koninklijke Philips N.V., a public limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands and registered address at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands ("Assignor") on the one part,

and

Saeco Vending S.p.A. having its registered office at Località Casona 1066, Gaggio Montano (BO), Italy ("Assignee") on the other part.

This Deed of Assignment is to confirm the following:

Assignor is the registered owner of the domain names as listed in the Annex ("the Transferred Domain Names");

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, effective as of the Effective Date, to Assignee all right, title and interest in and to the Transferred Domain Names, subject to any and all (a) licenses, covenants not to assert and similar commitments, immunities and undertakings, (b) rights or options to exercise, renew or extend any of the foregoing, (c) releases for past infringement, (d) undertakings given to standard-setting organizations to the effect that any Intellectual Property will be made available to third parties implementing the relevant standard specifications on reasonable and non-discriminatory conditions, or otherwise, and (e) any other similar encumbrances, commitments, or undertakings entered into or agreed to by Assignor or its Affiliates or to which any of them may otherwise be subject or bound, and Assignee has accepted said assignment.

Assignor hereby grants full power of attorney to Assignee to submit this Deed of Assignment deed, including the Annex, to the domain names authorities of or acting for the relevant countries, and to request those authorities to record the assignment of the legal title to the Transferred Domain Names from Assignor to Assignee in the appropriate registers.

EXECUTED [Place and date]
for and on behalf of:

Koninklijke Philips N.V.

Saeco Vending S.p.A.

.....
Name:
Title:

Name:
Title:

Annex: Transferred Domain Names

aulika.at
aulika.be
aulika.ch
aulika.com
aulika.com.pt
aulika.es
aulika.pl
aulika.us

carthego.at
carthego.be
carthego.ch
carthego.com
carthego.com.ar
carthego.com.pt
carthego.de
carthego.es
carthego.fr
carthego.it
carthego.jp
carthego.pl
carthego.us

commercialcoffeevending.com
gourmetcoffeevending.com

lirika.at
lirika.be
lirika.ch
lirika.com.pt
lirika.es
lirika.us

phedraevo.fr
phedraevo.at
phedraevo.us
phedraevo.com.pt
phedraevo.ch
phedraevo.de
phedraevo.es
phedraevo.it
phedraevo.com.ar
phedraevo.pl
phedraevo.com
phedraevo.be

professionalespresso.com



royalgrancrema.at
royalgrancrema.be
royalgrancrema.ch
royalgrancrema.com
royalgrancrema.com.ar
royalgrancrema.com.pt
royalgrancrema.de
royalgrancrema.es
royalgrancrema.fr
royalgrancrema.it
royalgrancrema.pl
royalgrancrema.us



**Schedule I
Guarantee**

Milan, February 28th 2017

To:
Philips Saeco S.p.A.
Via Torretta 240
40041 – Gaggio Montano (BO)
Italy
(hereinafter, “**Philips Saeco**”)

ISSUED BY

LSF9 Canto MidCo DAC, an Irish company with its registered office at Sixth Floor Fitzwilliam Court, Leeson Close, Dublin 2, Ireland (the “**Guarantor**”)

WHEREAS

- (A) On the date hereof, the Guarantor has purchased from Philips Saeco the shares representing 75% (seventy five per cent) of the corporate capital of Saeco Vending S.p.A., an Italian company with its registered office at Località Casona 1066, Gaggio Montano (BO), Italy (“**Saeco Vending**”), and N&W Global Vending S.p.A., an Italian company with its registered office at Via Tommaso Grossi no. 2, Milan, Italy (“**N&W**”), has purchased from Philips Saeco the shares representing 25% (twenty five per cent) of the corporate capital of Saeco Vending, pursuant to a share purchase agreement executed, on October 19th 2016, between Philips Saeco, as seller, and the Guarantor, as purchaser;
- (B) On the date hereof, Saeco Vending, as transferee, and Koninklijke Philips N.V., a company incorporated under the laws of Netherlands with its registered office at High Tech Campus 5, 5656, AE Eindhoven (“**KPNV**”), as transferor, entered into an intellectual property transfer and license agreement for the transfer and/or license of certain intellectual property rights by KPNV to Saeco Vending as per the terms and conditions set forth therein, a copy of which is attached hereto as Annex B (the “**IPTLA**”);
- (C) On the date hereof, Saeco Vending, as licensee, and KPNV, as licensor, entered into a trademark license agreement for the use of the Saeco trademark as per the terms and conditions set forth therein, a copy of which is attached hereto as Annex C (the “**TMLA**”);
- (D) On the date hereof, Saeco Vending, as licensee, and Gaggia S.p.A., an Italian company with its registered office at Piazza Armando Diaz no. 1, 20123, Milan (“**Gaggia**”), as licensor, entered into a trademark license agreement granting to Saeco Vending the right to use the Gaggia trademark for the professional coffee machine business as per the terms and conditions set forth

therein, a copy of which is attached hereto as Annex D (the “**Gaggia License Agreement**”);

- (E) On the date hereof, Saeco Vending and KPNV, also in the name and on behalf of Gaggia, entered into a professional channel agreement supplementing, among others, the terms and conditions of the TMLA and the Gaggia License Agreement, a copy of which is attached hereto as Annex E (the “**Professional Channel Agreement**” and, collectively with the IPTLA, the TMLA and the Gaggia License Agreement, the “**Transaction Documents**”).

NOW, THEREFORE, in consideration of the foregoing and the above agreements and recital, which represents a substantial and integral part of this guarantee (the “**Guarantee**”), the Guarantor assumes all obligations and make all declarations set forth below.

1. The Guarantor hereby guarantees in favour of Philips Saeco, also in the name and on behalf of any of its Affiliates (as defined below) which are parties to the Transaction Documents (the “**Guaranteed Parties**”), the performance of all obligations, covenants and agreements of Saeco Vending, its successors and/or assignees arising out of, or in connection with, the Transaction Documents (as each of them may be amended and supplemented from time to time) (the “**Guaranteed Obligations**”). The Guaranteed Obligations shall include, among others, the monetary obligation of Saeco Vending, its successors and/or assignees to compensate the damages which may be incurred by the Guaranteed Parties, their successors and/or assignees, as the case may be, for the breach of any covenant, obligation and/or warranty of Saeco Vending and/or any of its Affiliates (as defined in the relevant Transaction Document) under the Transaction Documents. The Guarantor acknowledges and agrees that enforcement of this Guarantee can occur in one or multiple occasions.
2. The Guarantee shall remain valid and in full force and effect from the date hereof until the date when all the Guaranteed Obligations (i) have been fully and irrevocably discharged and/or (ii) cease to be enforceable as a result of the expiration of any statute of limitation period and/or debarment term applicable to the Guaranteed Obligations, as provided under any of the Transaction Documents, as the case may be.
3. Philips Saeco and the Guarantor acknowledge and agree that the Guarantor shall have all objections, exceptions and defences available to Saeco Vending, provided that, notwithstanding the above, the Guarantor shall honour its payment obligations under this Guarantee in case of an enforceable decision of a court or arbitration panel of competent jurisdiction condemning Saeco Vending to pay any sum in favour of Philips Saeco, KPNV and/or Gaggia, as the case may be, under any of the Transaction Documents.
4. The liability of the Guarantor under this Guarantee and the Separate Guarantee (as defined below) shall not exceed a maximum aggregate amount equal to Euro 20,000,000 (twenty million).
5. The Guarantor acknowledges and agrees that this Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with laws of the Netherlands.

6. Any dispute between the Guarantor and Philips Saeco under or in connection with this Guarantee (including any question regarding its existence, validity or termination) shall be submitted to the exclusive jurisdiction of the District Court of The Hague, The Netherlands.
7. Each party hereby waives, to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defence or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the courts that have jurisdiction pursuant to this Guarantee, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Guarantee or the subject matter hereof may not be enforced in or by such court and hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Guarantee or relating to the subject matter hereof other than before one of such courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Each of the parties hereby consents to service of process in any such proceeding in any manner permitted by Dutch law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified below is reasonably calculated to give actual notice. However, the aforesaid notwithstanding, Philips Saeco shall be entitled to bring an action against the New Guarantor (as defined below) in any court of a country where the New Guarantor is established and/or any court in the country where any breach or infringement of the Guaranteed Obligations occurs or is threatened to occur.
8. The Guarantor acknowledges and agrees that Philips Saeco shall be entitled to assign, in whole and/or in part, this Guarantee or any rights herein to any assignee upon an assignment of any of the Transaction Documents, provided that each Guaranteed Party shall be entitled to enforce this Guarantee. The Guarantor shall not be entitled to assign its obligations under this Guarantee, in whole or in part, without Philips Saeco's prior written consent, except as otherwise expressly provided herebelow under this paragraph 8 and under paragraph 9 below. In particular, in case of a Change of Control of Saeco Vending as a result of which the Guarantor will no longer have, direct or indirect, Control over Saeco Vending, the Guarantor shall have the right to terminate this Guarantee on the condition that such Guarantee is replaced by a written guarantee provided by the party which has acquired, direct or indirect, Control over Saeco Vending (or such other party reasonably acceptable to Philips Saeco) (the "New Guarantor") in accordance with the following:
 - (a) if the New Guarantor is domiciled in a country within the European Union, the United Kingdom, the USA, Canada, New Zealand, Switzerland, Iceland, Lichtenstein, Norway, Japan or Australia and has a net worth (meaning the total value of assets less liabilities as recorded on the company's balance sheet based on generally accepted accounting principles) at the time of giving the new guarantee of at least Euro 10,000,000 (ten million) as reasonably demonstrated by such party to Philips Saeco, the New Guarantor shall give to Philips Saeco a new guarantee in the same form as this Guarantee; or
 - (b) in case the New Guarantor does not meet the conditions set forth under sub (a), it shall

(A) give to Philips Saeco a new guarantee substantially in the same form as this Guarantee and (B) deliver a first demand bank guarantee guaranteeing the obligations covered under this Guarantee by a primary international bank for an amount equal, in the aggregate, together with the obligations guaranteed under the Separate Guarantee (as defined below), to Euro 5,000,000.00 (five million),

provided that, in any case, the New Guarantor under this Guarantee shall always coincide with the New Guarantor under the Separate Guarantee.

The termination of the Guarantee given by the Guarantor that is to be replaced pursuant to this paragraph 8 shall be effective upon receipt by Philips Saeco of the new guarantee and the bank guarantee (as applicable) in accordance with this paragraph 8 which is in force and effective, provided that such termination shall have no effect and shall not relieve the Guarantor from any liabilities for any claims notified to the Guarantor in writing prior to such termination.

For the purposes of this Guarantee:

“Affiliate” means, with respect to Philips Saeco, another Person directly or indirectly Controlling, Controlled by, or under common Control with Philips Saeco as of the date on which, or at any time during the period for which, the determination of affiliation is being made.

“Change of Control” means the consummation of a reorganization, merger, consolidation, share exchange, corporate reorganization or other transaction (a **“Reorganization”**) as a result of which the Person(s) ultimately Controlling Saeco Vending immediately prior to such Reorganization no longer Controls Saeco Vending.

“Control” means with respect to a Person, (i) the direct or indirect ownership of more than 50% (fifty per cent) of the outstanding voting securities (or comparable voting interest or financial participation) of such Person, (ii) the right to appoint more than half of the directors of the board of directors or equivalent governing body of such Person, or (iii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person. The terms **“Controlling”**, **“Controlled by”** and **“under common Control”** shall have the correlative meanings.

“Person” means any individual, company, firm, general or limited partnership, joint venture, corporation, proprietorship, association, trust, governmental body, agency or institution of a government, or any other organization or entity, public or private.

“Separate Guarantee” means the guarantee issued on the date hereof by the Guarantor in favour of Philips Saeco (also in the name and on behalf of its Affiliates) to guarantee the obligations under the following agreements: (i) the supply agreement entered into, on the date hereof, by Saeco Vending, as customer, and Philips Saeco, as supplier; (ii) the master transitional service agreement entered into, on the date hereof, by Saeco Vending and Philips Saeco; (iii) the preliminary sale and purchase agreement for the transfer of the professional coffee machine business of Gaggia entered into, on October 19th 2016, by Saeco Vending, as

purchaser, and Gaggia, as seller; and (iv) the definitive notarial deed for the transfer of the professional coffee machine business of Gaggia entered into, on the date hereof, by Saeco Vending, as purchaser, and Gaggia, as seller.

9. In the event that N&W acquires at any title whatsoever, directly or indirectly (also through a subsidiary), Control of Saeco Vending, the Guarantor shall procure that, prior to or contextually with such acquisition, N&W shall deliver to Philips Saeco a new guarantee substantially in the same form as this Guarantee, provided that (i) the Guarantor shall have the right to terminate this Guarantee on the condition that such new guarantee has been delivered by N&W to Philips Saeco and such new guarantee is in full force and effective and (ii) the termination of this Guarantee given by the Guarantor shall be effective upon receipt by Philips Saeco of the new guarantee delivered by N&W to Philips Saeco, it being understood that such termination shall have no effect and shall not relieve the Guarantor from any liabilities for any claims notified to Saeco Vending in writing prior to such termination.
10. All notices, requests, demands or other communications required or permitted under this Guarantee shall be given in writing and delivered personally or by courier, registered or certified email, or sent by facsimile, as follows:

- If to the Guarantor at:
LSF9 Canto MidCo DAC
Sixth Floor Fitzwilliam Court, Leeson Close, Dublin 2
Ireland
Fax: +353 1 618 1801
Attention: the Directors

with copy (which shall not constitute notice) to:
Hudson Advisors UK Limited
17 Dominion Street
London EC2M 2EF
Fax: +44 (0)20 7072 9199
Attention: Mark Coker

- If to Philips Saeco and/or the other Guaranteed Parties at:
Philips Saeco S.p.A.
c/o
Philips Italia S.p.A.
Via Gaetano Casati, 23
Monza, MI 20052
Italy
Attention: General Counsel

with copy (which shall not constitute notice) to:
Koninklijke Philips N.V.
Arno van Hekesen
Vice President Mergers & Acquisitions
Floor 17, Amstelplein 2, 1096 BC Amsterdam,



The Netherlands
E-mail: arno.van.hekesen@philips.com

or at such other address and/or telefax number as either party may hereafter furnish to the other by written notice, as herein provided.

11. If any of the provisions of this Guarantee are or become invalid, illegal or enforceable under applicable law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Philips Saeco and the Guarantor shall nevertheless negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving as closely as possible the same commercial effects, to be substituted for the provisions so found to be void or unenforceable.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be executed by its duly authorized officer or representative as of this February 28th 2017.

EXECUTED and DELIVERED as a DEED
for and on behalf of
LSF9 CANTO MIDCO DAC
by its lawfully appointed attorney

.....
Name:

Title:

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

.....
.....
Witness Occupation:

For acceptance, also in the name and on behalf of the other Guaranteed Parties:

Philips Saeco S.p.A.

.....
Name:

Title:

Schedule J
Prior Commitments

Non-limitative list of Prior Commitments:

- Philips and Sony have entered into a worldwide non-exclusive cross-license agreement (Philips reference 2010CTT01578) that basically covers all activities of Philips on or before January 1, 2010, which covers Saeco as Philips acquired Saeco in 2009. It affects patents filed before 2013.
Company can ask for a continuation of the license under the Sony patents within 180 days from the Closing Date.
- Philips has granted a worldwide non-exclusive license (Philips reference 2015CTT00306) to BSH Hausgeräte GmbH ("BSH") under the Licensed Patents with Philips reference 2007P02132* ("Magnetic Grid Patents") for automatic coffee machines marketed by BSH or any of its affiliates that prominently bears a trademark which is owned by BSH or any of its affiliates and incorporates the technology described in one or more claims of one or more of the Magnetic Grid Patents.
- Philips has granted a non-exclusive license (Philips reference 2015CTT00918) to Tchibo GmbH under the Co-owned Patents (Philips reference 2004PF03241) in Germany for single portion capsule coffee machines, except for such coffee machines with integrated milk container(s), intended to be used with Tchibo Capsules, which have been manufactured by a third party solely for sale by Tchibo and its affiliates.

**Schedule K
Unregistered Product Names**

Vending:

Atlante 700, Atlante EVO 700, Atlante 500, Atlante EVO 500
Aliseo
Megacold L, Megacold M, Megacold S
Cristallo 400, Cristallo EVO 400, Cristallo 600, Cristallo EVO 600
Corallo, Corallo1700
Phedra, Phedra EVO
Carthego
Rubino
Diamante, Diamante EVO

Professional:

Idea, Idea Restyle
Nextage
Aroma
Deco
D90
E90
GE
GD
XE
XD
TS
Concetto

OCS:

Lirika, Lirika Plus, Lirika OTC
Royal Gran Crema, Royal OTC, Royal Office
Ambra
Aulika Focus, Aulika MID, Aulika Office, Aulika Top, Aulika Top HSC
Iperautomatica