

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PANEL BOARD HOLDING BV	08/25/2015
RECEIVING PARTY DATA	
Name:	MAYFAIR VERMÖGENSVERWALTUNGS SE
Street Address:	GROBE THEATERSTRABE 1A
City:	HAMBURG
State/Country:	GERMANY
Postal Code:	20354
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15513827
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	aholt@btlaw.com
Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	11 S. MERIDIAN STREET
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	68206-262814
NAME OF SUBMITTER:	SAMUEL C. GIESTING
SIGNATURE:	/SCG/
DATE SIGNED:	01/28/2019
Total Attachments: 7	
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**SALE AND TRANSFER AGREEMENT
REGARDING
IP RIGHTS**

between

Panel Board Holding B.V.
Bezuidenhoutseweg 161, 2594 AG Den Haag, The Netherlands,
registered in the Handelsregister of the Kamer van Koophandel under KVK 27128446
– hereinafter “the Seller” –

and

Mayfair Vermögensverwaltungs SE
Große Theaterstraße 1a, 20354 Hamburg, Germany,
registered in the commercial register of the local court of Hamburg under HRB 120948
– hereinafter “the Purchaser” –

The Seller and the Purchaser together also referred to as the “Parties”.

PREAMBLE

- A. The Purchaser is the sole shareholder of the Seller.
- B. The Parties intend to sell and transfer several IP rights from the Seller to the Purchaser.

This being said, the Parties enter into the following sale and transfer agreement (the "Agreement"):

I. SALE AND ASSIGNMENT OF IP RIGHTS

- (1) The Seller is owner of certain patents, designs and trademarks being listed in **Exhibit I.(1)** ("Contract IP"). The Seller hereby sells and the Purchaser purchases all Contract IP. The Seller hereby assigns all the rights in connection with the Contract IP to the Purchaser and the Purchaser accepts the assignment of the Contract IP.
- (2) The Seller shall, without any undue delay, deliver to the Purchaser after execution of this Agreement all documents in its possession which concern the Contract IP, including, but not limited to, the written correspondence with the respective Patent- and Trademark Offices, including all correspondence regarding the registration proceeding, opposition proceedings, any cancellation proceedings and/or prolongations or proceedings regarding proof of use and/or any correspondence with attorneys concerning the validity, registration proceedings or the use of the Contract IP including bills as well as all original registration certificates and confirmations of prolongation and/or all correspondence with other IP owners and applicable third parties concerning the validity, registration or the use of the Contract IP. In respect to the patents being listed in **Exhibit I.(1)** Seller shall, without any undue delay, deliver to the Purchaser after execution of this Agreement all documentation (hardcopy as well as electronic data) in respect to the invention and/or its exploitation including technical drawings, software including the source code, documentation of invention process, records, lists, notes, measurements and/or tests and the results thereto as well as instruction manuals in its possession. Insofar as such documents are held by any third party, including patent attorneys, lawyers, and the patent and legal departments of any affiliated or unaffiliated companies, the Seller hereby transfers and assigns its claims for delivery of such documents to the Purchaser, insofar as such documents already exist, and the Seller shall instruct on its own cost any such third parties in writing to deliver any such documents to the Purchaser without any undue delay upon the Purchaser's first request.
- (3) The Seller undertakes to provide the Purchaser with all the information requested about the past use of the trademarks being listed in **Exhibit I.(1)** and makes available to the Purchaser any existing evidence of use upon request.
- (4) The Seller shall, upon the execution of this Agreement, execute with regard to each and all Contract IP the official forms and assignment agreements of which a sample is attached hereto as **Exhibit I.(2)** ("Recordal Applications") and hand over the original form to the Purchaser. The Purchaser will immediately file the form with the respective Patent and Trademark Offices. The Seller undertakes to assist Purchaser in any means and to perform all acts that are necessary or deemed helpful by the Purchaser to execute the transfer of the Contract IP and to register the Purchaser as new owner of the Contract IP in the registers of the respective Patent- and Trademark Offices including execution of any forms or declaration regarding the transfer including declarations and agreements to be signed in the presence of a notary public. All applicable official fees, fees of the Purchaser's

attorneys and the fees of notary publics being necessary to execute the IP transfer according to this Agreement shall be paid by the Purchaser.

- (5) The Seller agrees to pass to the Purchaser all official decisions of the respective Patent and Trademark Offices which are notified to him after execution of this Agreement.
- (6) Furthermore, the Seller is owner of certain domains being listed in Exhibit I.(3) ("Contract Domains"). The Contract Domains shall include also any domain containing the word "novofibre" that is not listed in Exhibit I.(3) being hold by the seller upon execution of this Agreement. The Seller hereby sells and the Purchaser purchases all Contract Domains. The Seller hereby assigns all the rights in connection with the Contract Domains to the Purchaser and the Purchaser accepts the assignment of the Contract Domains. Upon request the Seller will assist Purchaser in any means to execute the transfer of the Contract Domains and to register the Purchaser as new owner of the Contract Domains in the registers of the respective Registries (i.e. ICANN, Denic e.G.).
- (7) Furthermore, the Seller hereby sells and the Purchaser purchases any registered or non-registered rights regarding the product Novofibre that are not listed in Exhibit I.(1), including patents, utility rights, trademarks, designs, tradenames, name rights, titles, copyrights, software and/or know-how with the exception of those rights being listed in Exhibit I.(4) as well as regarding any material (i.e. documentation, marketing material, technical drawings, records, lists, notes, measurements and test results) thereto. In the case of ownership in such rights is not transferable under the applicable law the Purchaser shall obtain all rights comparable to the owner of such rights in form of an exclusive, unlimited, worldwide license to use and exploit such rights and materials in any means.
- (8) Upon the execution of this Agreement, the Seller undertakes
 - a. not to apply for any trademarks which are identical or confusingly similar to the trademark NOVOFIBRE or any other trademark listed in Exhibit I.(1) without the prior written consent of the Purchaser;
 - b. not to contest the legal validity of the Contract IP and/or parallel or subsequent registrations standing in connection with the Contract IP and not to instigate or support such contestations by third parties;
 - c. to cease any use or exploitation of the Contract IP and/or any rights in the means of sec. 1.7 of this Agreement upon execution of this Agreement.
- (9) The Contract IP, Contract Domains and further IP rights sold pursuant to this sec. 1. are hereinafter referred to as "IP Rights".

II. APPROVALS

- (1) The competent corporate bodies of the Seller have approved the transactions pursuant to this Agreement.
- (2) For sake of precaution, the Purchaser as sole shareholder of the Seller hereby approves the transaction contemplated herein.

III. PURCHASE PRICE AND SETTLEMENT PROCEDURE

- (1) The purchase price owed by the Purchaser for the IP Rights corresponds to the fair market value of the IP Rights at the date of this Agreement. Seller and Purchaser determine the fair market value and therefore the purchase price of the IP Rights at an amount of

€ 440,000 (in words: Euro four hundred forty thousand) (the "Purchase Price IP Rights").

- (2) The Purchase Price IP Rights shall be due and payable on the date of this Agreement.
- (3) The Purchase Price IP Rights shall be transferred in cash free of charges and fees to the following account of the Seller:
BIC: RABO NL 2 U
IBAN: NL 78 2400 0132 7806 570
- (4) In case the Purchaser shall be in default with the payment of the Purchase Price IP Rights, then the Purchaser shall pay to the Seller upon the default date as default interest p. a. an amount equal to 9.0 percentage points above the base rate of the European Central Bank which shall be based on the default amount.

IV. REPRESENTATIONS AND WARRANTIES

- (1) The Seller represents to the Purchaser that
 - a. the Seller is the owner of all Contract IP and Contract Domains and that he solely can transfer all Contract IP and Contract Domains;
 - b. the registration status of the Contract IP set forth in Exhibit I.(1) is correctly provided;
 - c. the registration status of the Contract Domains set forth in Exhibit I.(3) is correctly provided and that he does not uphold any further domains including the word "novofibre" that are not listed in Exhibit I.(3) and that he did not transfer any domains including the word "novofibre" within the last three months upon the execution of this Agreement to any third party;
 - d. no oppositions, cancellation, invalidity or similar proceedings have been filed against the Contract IP or are threatening the Contract IP;
 - e. the Seller has used the trademarks listed in Exhibit I.(1) to an extent and in such manner as to exclude that those trademarks are subject to any grounds for revocation or deletion;
 - f. all official registration and prolongation fees that have been due or payable at the date of execution of this Agreement have been paid to the respective Patent and Trademark Offices and all necessary applications or declarations to pursue, prolongate, defend or uphold any registration of the Contract IP have been filed to the respective Patent and Trademark Offices;
 - g. the Contract IP and Contract Domains are free of third parties rights and the Seller is not aware of an infringement of any third parties rights;
 - h. the Seller is not aware of any claims pending in court or claims raised by a third party against the use of the Contract IP and/or its registration or the Contract Domains;
 - i. the Seller has not granted any licence or security agreement (e.g. lien or pledge) concerning the Contract IP;
 - j. the Seller has not concluded any agreements with third parties restricting the use of the Contract IP or the Contract Domains (i.e. cease and desist declarations,

prior-rights agreements or delimitation agreements) nor exist any court titles restricting the use of the Contract IP or the Contract Domains.

- (2) The Seller makes no other representations and warranties in respect of the IP Rights in this Agreement.
- (3) Except as expressly agreed between the Parties in this Agreement, any representations or warranties and any other liability by either party in connection with the sales and transfers governed herein shall be excluded.

V. POWER-OF-ATTORNEY

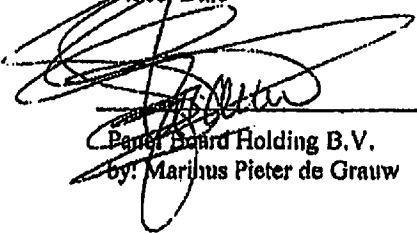
- (1) To facilitate the consummation of this Agreement, the Seller hereby grants power-of-attorney to the Purchaser to perform all actions necessary to consummate the sale and transfer pursuant to this Agreement. This includes the power to make and to receive any and all declarations and to take any action which the Purchaser deems to be necessary and/or appropriate in connection with the consummation of the sale and transfer of the IP Rights to the Purchaser.
- (2) The Seller repeats this power-of-attorney by completion of the sample power-of-attorney attached as Exhibit V.

VI. MISCELLANEOUS

- (1) All other costs and expenses in connection with the preparation, execution and implementation of this Agreement, including all professional fees of legal, tax and financial advisers shall be borne by the respective engaging Party. Any transfer taxes, fees (including any notarial fees), stamp or registration duties and other fees (including those incurred in connection with any governmental approvals) payable in connection with the execution and implementation of this Agreement shall be borne by the Purchaser.
- (2) This Agreement shall be governed by, and construed in accordance with, the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
- (3) The exclusive place of jurisdiction for all disputes resulting from this Agreement or regarding the existence of this Agreement shall be – to the extent legally permissible – Hamburg, Germany.
- (4) Amendments or supplements to this Agreement, including this provision, require written form, unless notarization is required.
- (5) In case any single provisions of this Agreement in part or in full should become invalid or in case this Agreement contains any omission, the validity and enforceability of this Agreement shall not be affected hereby. The Parties undertake to agree upon such a permissible provision to replace or to complete an invalid or unenforceable provision or a gap which comes nearest to what the Parties intended to agree upon or what the Parties would have agreed upon, in case they would have thought of the neglected aspect.

25.08.2015

Den Haag, ~~25.08.15~~
Place, Date



Patent Board Holding B.V.
by: Marijnus Pieter de Grauw

Hamburg, 16.06.15
Place, Date



Mayfair Vermögensverwaltungs SE
by: Christian Herz and Dr. Rainer Kutzner

Exhibits

- | | |
|---------------|-----------------------|
| Exhibit I.(1) | Contract IP |
| Exhibit I.(2) | Recordal Applications |
| Exhibit I.(3) | Contract Domains |
| Exhibit V. | Power-of-attorney |

Exhibit V
Power-of-attorney

I, the undersigned,

Martius Pieter de Grauw

in my capacity as director duly authorized to singly represent

Panel Board Holding B.V.,

a company existing under the laws of the Netherlands with business address Bezuidenhoutseweg 161, 2594 AG Den Haag, The Netherlands, registered in the Handelsregister of the Kamer van Koophandel under KVK 27128446

hereby authorize

Mayfair Vermögensverwaltungs SE,

a company existing under the laws of Germany with business address Große Theaterstraße 1a, 20354 Hamburg, Germany, registered in the commercial register of the local court of Hamburg under HRB 120948

and all of its legal representatives, among others its directors,

Ms. Michaela Herz, born 10 September 1974,

Mr. Christian Herz, born 14 July 1971, and

Dr. Rainer Kutzner, born 8 November 1959,

each of them singly,

to perform all actions necessary to consummate the sale and transfer of several IP rights of Panel Board Holding B.V. to Mayfair Vermögensverwaltungs SE pursuant to a respective sale and transfer agreement of today.

This includes, without limitation, the power to make and to receive any and all declarations and to take any action which Mayfair Vermögensverwaltungs SE deems to be necessary and/or appropriate in connection with the consummation of the afore-said sale and transfer.

The attorneys are, each of them singly, authorized to sub-delegate the power and authority hereunder.

The power of attorney is governed by German law. Should part of this power of attorney be invalid, the rest of the power-of-attorney shall remain unaffected.

25.03.2015
Den Haag ~~23.03.2015~~
Place and Date



Martius Pieter de Grauw
Legal representative with power to singly
represent Panel Board Holding B.V.
