

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCHREINER GROUP GMBH & CO. KG	06/25/2020
RECEIVING PARTY DATA	
Name:	ADVANCED TRACK & TRACE
Street Address:	75 AVENUE VICTOR HUGO
City:	RUEIL MAMAISON
State/Country:	FRANCE
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PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7809152
Patent Number:	7991198
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	20USP276/8
NAME OF SUBMITTER:	MOSHE PINCHAS
SIGNATURE:	/Moshe Pinchas/
DATE SIGNED:	11/27/2020
Total Attachments: 3	
source=Contrat de cession 200804 Schreiner ATT Patents agreement#page1.tif	
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ASSIGNMENT OF OWNERSHIP OF PATENTS AND PATENT APPLICATIONS

Between:

"Schreiner Group GmbH & Co. KG", a company registered under no. HRA 5776 AG Munich, whose registered office is located at Bruckmannring 22, 85764 Oberschleissheim, Germany, referred to hereinafter as **"THE ASSIGNOR"**,

and:

"Advanced Track and Trace", a company registered with the Nanterre Register of Business and Companies (RCS) under no. 450 621 602 00033, whose Registered office is located at 75 Avenue Victor Hugo 92500 RUEIL-MALMAISON, France, herein represented by Mr. Jean-Pierre Massicot, duly authorized to represent it by virtue of his position as President, referred to hereinafter as **"THE ASSIGNEE"**,

The Assignor and the Assignee being together referred to hereinafter as "the parties".

PREAMBLE:

The following elements are hereinafter designated under the term **"INTELLECTUAL PROPERTY RIGHTS"**:

Country Code (d1 = divisional)	Origin code	Application number	Filing Date	Office patent number
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AT	EP	03728904.8	14/05/2003	EP1514227
CH	EP	03728904.8	14/05/2003	EP1514227
DE	EP	03728904.8	14/05/2003	DE60344367.2
EP	WO	03728904.8	14/05/2003	EP1514227
ES	EP	03728904.8	14/05/2003	ES2424480
FR	EP	03728904.8	14/05/2003	EP1514227
GB	EP	03728904.8	14/05/2003	EP1514227
IT	EP	03728904.8	14/05/2003	IT502013902192596
NL	EP	03728904.8	14/05/2003	EP1514227
TR	EP	03728904.8	14/05/2003	TR201310587T4
CN	WO	03816744.1	14/05/2003	ZL03816744.1
EP	d1 EP	10186183.9	14/05/2003	EP2320389
IN	WO	1853/KOLNP/2004	14/05/2003	IN247001
JP	WO	2004-505966	14/05/2003	JP4554358
JP	d1 JP	2007-313195	14/05/2003	JP4981641
MX	WO	PA/a/2004/011277	14/05/2003	MX276656
US	WO	10/514,271	14/05/2003	US7809152
US		12/807,144	27/08/2010	US7991198
US		13/134,394	07/06/2011	US8189862

The Assignee is aware that EP 1 514 227 has been cancelled during opposition procedure before the European Patent Office. An appeal is pending and an oral hearing is scheduled on 4th of November 2020.

IT IS HEREBY AGREED AS FOLLOWS:

The Assignor is the sole owner of the Intellectual Property Rights.

1. The Assignor herewith sells to the Assignee the Intellectual Property Rights. The Assignee herewith acquires all the rights and obligations arising of these Intellectual Property Rights. Upon request by the Assignee, the Assignor will provide all required documents and signatures which may be necessary for the assignment and registration of the ownership of the Intellectual Property Rights at the respective offices.

The Assignee will have all the rights attached to the Intellectual Property Rights, including granting non-exclusive licenses at the Assignee's own expense and profit, selling any one of the Intellectual Property Rights at the Assignee's own expense and profit, suing infringers at the Assignee's own expenses and profit and abandoning any one of the Intellectual Property Rights.

2. The purchase price for the purchase Intellectual Property Rights is all together, EUR 25,000 (Twenty Five Thousand Euros) and will be paid by the Assignee to the Assignor:

- EUR 12,500 within one month after both parties have signed this agreement,
- EUR 12,500 by January 30th, 2021.

3. The date of transfer of ownership will be the date at which the present agreement is signed. Assignee accepts that Assignor will not attend the upcoming appeal procedure of EP 1 514 227 on 04. November 2020. The outcome of the upcoming appeal procedure shall not affect the validity of the terms and conditions of this agreement.

4. The Assignor expressly guarantees that no legal deficiencies regarding the Intellectual Property Rights exist (except the cancellation of EP 1 514 227 and loss of Intellectual Property Rights due to non-payment or late-payment of any fees, especially the non-payment of the maintenance fee for the US8189862) that it has full authority to sell these Intellectual Property Rights to the Assignee under this agreement.

5. The Assignee accept the transfer of the Intellectual Property Rights and will bear all future renewal fees which are due or will become due for these Intellectual Property Rights. Assignee knows and accepts that in 2020 no fees for the Intellectual Property Rights have been paid by Assignor. Assignor is not responsible for the loss of Intellectual Property Rights due to non-payment or late-payment of fees and this shall not affect the validity of the terms and conditions of this agreement.

More generally, the Assignee will bear any and all future attorneys', court, notary and patent office fees associated with (i) the assignment to ATT and registration as owner of the IP rights concerned, (ii) the renewal fees, filing fees, examination fees, granting fees, possible opposition fees and appeal fees.

Both parties bear their own costs which arise in connection with drafting this agreement.

6. The Assignee grants a royalty-free, non-exclusive right to use the IP rights concerned to the Assignor. This right to use is non sublicensable except for the Assignor's existing customers.

7. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Chairman of the arbitration court shall be a fully qualified lawyer. Arbitration shall be held in English. Place of arbitration shall be Zurich, Switzerland. Applicable law shall be Swiss law; CISG shall be excluded.

8. Should any of the terms or conditions of this agreement be or become invalid, this shall not affect the validity of the remaining terms and conditions. The parties agree to replace the invalid term or condition by such valid term or condition which most closely approximates the commercial purpose of the invalid term or condition.

9. The Assignor therefore assigns the ownership rights of the Intellectual Property Rights listed above to the Assignee.

10. The Assignee requests that the Assignee be registered as sole owner of the Intellectual Property Rights in the national, European and foreign Patent Registers maintained by the national, European and foreign Patent Offices.

Executed in six original documents, in Oberschleissheim on June 25th, 2020

THE ASSIGNOR
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Senior Director Schreiner ProSecure

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THE ASSIGNEE
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Mr. Jean-Pierre MASSICOT
President

