

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7463472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ESSENTRA PACKAGING & SECURITY LIMITED	06/04/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ESSENTRA FILTER HOLDINGS LIMITED
<b>Street Address:</b>	LANGFORD LOCKS
<b>Internal Address:</b>	KIDLINGTON
<b>City:</b>	OXFORD
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	OX5 1HX
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8076643
<b>Patent Number:</b>	8395122
<b>Patent Number:</b>	9536368
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(269)381-5465
<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>	
<b>Phone:</b>	269-381-1156
<b>Email:</b>	docket@flynnthiel.com
<b>Correspondent Name:</b>	FLYNN THIEL, P.C.
<b>Address Line 1:</b>	2026 RAMBLING ROAD
<b>Address Line 4:</b>	KALAMAZOO, MICHIGAN 49008-1631
<b>ATTORNEY DOCKET NUMBER:</b>	3700.M0001US,3700.P0541US
<b>NAME OF SUBMITTER:</b>	MARCUS P. DOLCE
<b>SIGNATURE:</b>	/Marcus P. Dolce/
<b>DATE SIGNED:</b>	08/02/2022
<b>Total Attachments: 12</b>	
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THIS ASSIGNMENT is made the 4<sup>th</sup> day of June 2022.

BETWEEN:

- (1) Essentra Packaging & Security Limited (previously known as Filtrona C&SP Limited) of Langford Locks, Kidlington, Oxford, England, OX5 1HX (registered in England No. 07271407) (the "**Assignor**"); and
- (2) Essentra Filter Holdings Limited of Langford Locks, Kidlington, Oxford, England, OX5 1HX (registered in England No. 13794391) (the "**Assignee**").

(each a "**Party**" and together the "**Parties**").

**WHEREAS:**

- (A) The Parties have entered into a Business Purchase Agreement dated 4 June 2022 2022 for the sale and purchase of the Business as a going concern (the "**BPA**").
- (B) Pursuant to the BPA, the Assignor agreed to sell, and the Assignee agreed to purchase, among other assets, certain intellectual property rights. Accordingly, the Assignor has agreed to assign the Assigned Intellectual Property (as defined below) to the Assignee on the terms set out in this Assignment.

**NOW IT IS HEREBY AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1** In this Assignment:

<b>"Assigned Intellectual Property"</b>	means the Patents, the Trade Marks and the Design Rights;
<b>"BPA"</b>	has the meaning given in Recital (A);
<b>"Business"</b>	has the meaning given to it in the BPA;
<b>"Design Rights"</b>	means the registered design rights owned by the Assignor as at Completion which relate exclusively to the Business, details of which are set out in Annex 3 hereto;
<b>"Patents"</b>	means the patents and patent applications owned by the Assignor as at Completion which relate exclusively to the Business, details of which are set out in Annex 1 hereto; and
<b>"Trade Marks"</b>	means the registered trade marks owned by the Assignor which relate exclusively to the Business, details of which are set out in Annex 2 hereto.

## **2. ASSIGNMENT**

**2.1** The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Assigned Intellectual Property, including:

- (A) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Trade Marks and Design Rights;
- (B) all goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill); and
- (C) the right to take, defend, or appeal proceedings and recover (and retain) damages and obtain all other remedies in respect of any infringements (or other cause of action arising from ownership) of the Assigned Intellectual Property (whether occurring before, on or after the date of this Assignment) to hold unto the Assignee absolutely,

and the Parties acknowledge that good consideration has been provided for this assignment pursuant to the BPA.

## **3. FURTHER ASSURANCE**

**3.1** The Parties acknowledge that, in certain jurisdictions where applicable law requires separate or different transfer formalities, Clause 2 of this Assignment may not be effective to assign the rights to all of the Assigned Intellectual Property in such jurisdictions to the Assignee and, accordingly, solely to the extent that such assignment is not effective, the Parties agree that this Assignment instead takes effect as an agreement to assign and the Parties shall enter into separate documentation to effect such assignment (with respect to the affected Assigned Intellectual Property only) pursuant to Clause 3.2(A).

**3.2** Each Assignor shall, at the request and cost of the Assignee, execute such documents and perform such acts as are necessary to:

- (A) give full effect to this Assignment and secure to the Assignee or any successor in title the full benefit of the rights assigned to the Assignee under this Assignment, including, to the extent that this Assignment does not effectively assign to the Assignee any of the Assigned Intellectual Property in any jurisdiction (as contemplated by Clause 3.1) and/or to the extent that this Assignment is insufficient as evidence to record the transfer, entering into such confirmatory jurisdiction-specific assignment agreements as necessary to effect and/or record the assignment of relevant Assigned Intellectual Property in such jurisdictions,

provided that the Assignee will be responsible for:

- (B) handling and managing all aspects of the process of recording (or applying to record) at the relevant intellectual property registers or offices the change in ownership to the Assignee of the Assigned Intellectual Property; and
- (C) all other costs and expenses in respect of such vesting, including the costs of effecting and recording this Assignment at the appropriate intellectual property

registers or offices (including the costs of notarising or legalising any documentation for such purpose), but excluding the Assignor's internal costs for complying with the Assignor's obligations under this Clause 3.

#### **4. INCORPORATION OF TERMS**

The provisions of clauses 18 (*Governing law*), 19 (*Jurisdiction*), 20 (*Variation*), 21 (*Rights of third parties*) and 22 (*Counterparts*) of the BPA are incorporated in this Assignment as if fully set out in it and as if references in those clauses to "this Agreement" were references to this Assignment and otherwise mutatis mutandis.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the Parties on the date first above written.

For and on behalf of:

**ESSENTRA PACKAGING & SECURITY  
LIMITED**

)  
)  
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)  
)  
)

*Kamal Tanaji*

Name: KAMAL TANAJA

Title: DIRECTOR

For and on behalf of:

**ESSENTRA FILTER HOLDINGS LIMITED**

)  
)  
)  
)  
)  
)

Name:

Title:

For and on behalf of:  
**ESSENTRA PACKAGING & SECURITY  
LIMITED**

Title:

Name:

Title:

*Michael*

AAMIR MOHIUDDIN

FINANCE DIRECTOR

**ANNEX 1  
PATENTS**


Country	Owner	Title	Application No.	Filing date	Publication No.	Registration date	Status	Expiry Date
European Patent Office	Filtrona C & SP Limited	Detector	06820553.3	18 December 2006	1969567	09 April 2014	Registered	18 December 2026
European Patent Office	Essentra Packaging & Security Limited	Taagant Detector with Lightguide	13789621.3	06 November 2013	2917898		Pending	06 November 2033
Mexico	Filtrona C & SP Limited	Detector	MX/A/08/00785 2	18 December 2006		30 May 2011	Abandon at next renewal	18 December 2026
Mexico	Filtrona C & SP Limited	Detector and Method of Detection	MX/A/08/00785 3	18 December 2006		05 December 2011	Abandon at next renewal	18 December 2026
Patent Cooperation Treaty	Essentra Packaging & Security Limited	Tear tape	PCT/GB2021/05 2581				Pending	
People's Republic of China	Essentra Packaging & Security Limited	Taagant Detector with Lightguide	201380058003.4	06 November 2013	104919498	30 March 2018	Registered	06 November 2033
United Kingdom	Filtrona C & SP Limited	Tag Reader	0625195.3	18 December 2006	2433590	14 October 2008	Registered	18 December 2026
United Kingdom	Filtrona C & SP Limited	Detector and Method of Detection	0625173.0	18 December 2006	2433318	06 May 2008	Registered	18 December 2026






Country	Owner	Title	Application No.	Filing date	Publication No.	Registration date	Status	Expiry Date
United Kingdom	Filtrona C & SP Limited	Taagant Detector with Lightguide	1219915.4	06 November 2012	2507575	12 April 2017	Registered	06 November 2032
United States of America	Filtrona C & SP Limited	Detector and Method of Detection	12/097485	18 December 2006	US2009/0152468 A1	13 December 2011	Registered	18 December 2026
United States of America	Filtrona C & SP Limited	Detector and Method of Detection	13/298027	18 December 2006	US2012/0112071 A1	12 March 2013	Registered	18 December 2026
United States of America	Essentra Packaging & Security Limited	Taagant Detector with Lightguide	14/440717	06 November 2013	US-2015-0287261-A1	03 January 2017	Registered	06 November 2033

**ANNEX 2  
TRADE MARKS**

Country	Owner	Trademark	TM Logo	Application No	Application Date	Registration No	Registration Date	Classes	Trademark Status	Renewal Due
Australia	Filtrona C&SP Limited	SUPASTRIP		622833	16 February 1994	622833	06 May 1997	17	Registered	16 February 2024
Benelux	Filtrona C&SP Limited	SUPASTRIP		0822130	16 February 1994	548522	01 December 1994	16, 17	Registered	16 February 2024
Canada	Filtrona C&SP Limited	RIPPATAPE		1160303	25 November 2002	TMA616790	17 August 2004		Registered	17 August 2029
Canada	Filtrona C&SP Limited	SUPASTRIP		0747786	21 February 1994	TMA448034	22 September 1995		Registered	22 Septembe r 2025
Canada	Filtrona C&SP Limited	PAYNE		1260813	10 June 2005	TMA743886	22 July 2009		Registered	22 July 2024
EUTM	Essentra Packaging & Security Limited	RIPPATAPE		2510642	20 December 2001	2510642	27 March 2003	17	Registered	20 Decembe r 2031
EUTM	Essentra Packaging & Security Limited	SUPASTRIP		2504496	17 December 2001	2504496	27 March 2003	17	Registered	17 Decembe r 2031

Country	Owner	Trademark	TM Logo	Application No	Application Date	Registration No	Registration Date	Classes	Trademark Status	Renewal Due
EUTM	Essentra Packaging & Security Limited	VAKTAPE		2510410	20 December 2001	2510410	27 March 2003	17	Registered	20 December 2031
EUTM	Essentra Packaging & Security Limited	Patron and Device		1059031	14 July 2010	1059031	14 July 2010	1, 9, 45	Protected	22 June 2030
France	FILTRONA C AND SP LIMITED	SUPASTRIP		94506769	16 February 1994	94506769	29 July 1994	17	Registered	16 February 2024
Germany	Filtrona C & SP Limited	SUPASTRIP		P46093	18 February 1994	2088563	29 December 1994	17	Registered	18 February 2024
Italy	Filtrona C & SP Limited	supastrip		T094C000367	18 February 1994	1591438	02 July 1996	17	Registered	18 February 2024
Italy	Filtrona C & SP Limited	SUPASTRIP		2014902231553	07 February 2014	2014902231553	22 April 2014	17	Registered	07 February 2024
Japan	Essentra Packaging & Security Limited	SUPASTRIP		H06-016100	18 February 1994	3213936	31 October 1996	17	Registered	31 October 2026
Philippines	Essentra Packaging	SUPASTRIP		2001-0009626	21 December 2001	42001009626	28 April 2006	17	To be renewed	28 April 2026

Country	Owner	Trademark	TM Logo	Application No	Application Date	Registration No	Registration Date	Classes	Trademark Status	Renewal Due
	& Security Limited									
Turkey	FILTRONA C & SP LIMITED	SUPASTRIP		2001-26467	24 December 2001	2001-26467	24 December 2001	17	Awaiting renewal certificate	24 December r 2021
United Kingdom	Essentra Packaging & Security Limited	RIPPATAPE		UK00902510 642	20 December 2001	UK009025106 42	27 March 2003	17	Registered	20 December r 2031
United Kingdom	Essentra Packaging & Security Limited	SUPASTRIP		1545505	20 August 1993	1545505	20 August 1993	17	Registered	20 August 2030
United Kingdom	Essentra Packaging & Security Limited	SUPASTRIP		UK00902504 496	17 December 2001	UK009025044 96	27 March 2003	17	Registered	17 December r 2031
United Kingdom	Essentra Packaging & Security Limited	VAKTAPE		UK00902510 410	20 December 2001	UK009025104 10	27 March 2003	17	Registered	20 December r 2031
United Kingdom	Essentra Packaging & Security Limited	PAYNE		2380917	21 December 2004	2380917	21 December 2004	9, 16, 17	Registered	21 December r 2024

Country	Owner	Trademark	TM Logo	Application No	Application Date	Registration No	Registration Date	Classes	Trademark Status	Renewal Due
United Kingdom	Essentra Packaging & Security Limited	Patron and Device		2551103	22 June 2010	2551103	22 June 2010	1, 9, 45	Registered	14 July 2030
United Kingdom	Essentra Packaging & Security Limited	Patron and Device		UK00801059 031	14 July 2010	UK008010590 31	14 July 2010	1, 9, 45	Registered	14 July 2030
United States of America	Essentra Packaging & Security Limited	VAKTAPE		76444444	28 August 2002	2746735	05 August 2003	17	Registered	05 August 2023
United States of America	FILTRONA C & SP LIMITED	RIPPATAPE		76444445	28 August 2002	2749923	12 August 2003	17	Registered	12 August 2023
United States of America	FILTRONA C & SP LIMITED	SUPASTRIP		74493107	22 February 1994	2016699	19 November 1996	17	Registered	19 November 2026
WIPO	Essentra Packaging & Security Limited	Patron and Device		1059031	14 July 2010	1059031	14 July 2010	1, 9, 45	Registered	14 July 2030

**ANNEX 3  
DESIGN RIGHTS**

Country	Owner	Title	Application No.	Filing date	Publication No.	Registration date	Status	Expiry Date
European Union	Essentra Packaging & Security Limited	Security Mark Scanner/Reader	000545702-0001	16 June 2006		16 June 2006	Registered	16 June 2031
European Union	Essentra Packaging & Security Limited	Taggant Detector	002307306-0001	12 September 2013		12 September 2013	Registered	12 September 2038
European Union	Filtrona C & SP Limited	Taggant Detector	002307306-0002	12 September 2013		12 September 2013	Registered	12 September 2038
United Kingdom	Essentra Packaging & Security Limited	Security Mark Scanner/Reader	90005457020001	16 June 2006		16 June 2006	Registered	16 June 2031
United Kingdom	Filtrona C & SP Limited	Taggant Detector	90023073060001	12 September 2013		12 September 2013	Registered	12 September 2038
United Kingdom	Filtrona C & SP Limited	Taggant Detector	90023073060002	12 September 2013		12 September 2013	Registered	12 September 2038

**PATENT**

**REEL: 060693 FRAME: 0716**

**RECORDED: 08/02/2022**