#### 508418715 03/04/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI69299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AW BRANDING LIMITED	10/11/2023

#### **RECEIVING PARTY DATA**

Company Name: FEDRIGONI S.P.A.					
Street Address: Via Enrico Fermi 13/F					
City:	Verona				
State/Country:	ITALY				
Postal Code:	37135				

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	9648751
Patent Number:	11052584
Patent Number:	9416495

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** (303)625-4900

**Email:** Evelynrivera@cozen.com,ipdocketing@cozen.com

Correspondent Name: Rebecca L. Rudolph
Address Line 1: Cozen O'Connor

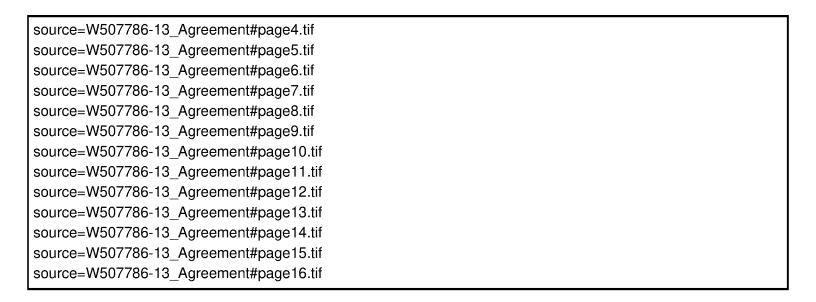
Address Line 2: 1790 38th Street, Suite 301
Address Line 4: Boulder, COLORADO 80301

ATTORNEY DOCKET NUMBER:	00585846
NAME OF SUBMITTER:	Evelyn Martinez
SIGNATURE:	Evelyn Martinez
DATE SIGNED:	03/04/2024

**Total Attachments: 16** 

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PATENT 508418715 REEL: 066640 FRAME: 0522



# 12 October 2023

# AW BRANDING LIMITED (IN ADMINISTRATION)

(as Assignor)

# ALISTAIR MCALINDEN AND BLAIR CARNEGIE NIMMO

(as Administrators)

and

# FEDRIGONI S.P.A.

(as Assignee)

ASSIGNATION OF INTELLECTUAL PROPERTY

EU-DOCS\43655147.4 061586-0029

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**REEL: 066640 FRAME: 0525** 

#### This Assignation is delivered 12 October 2023

#### **Between**

- (1) **AW Branding Limited** (in administration) (No. SC634260) whose registered office is c/o Interpath Limited, 5th Floor, 130 St. Vincent Street, Glasgow, G2 5HF ("**Assignor**");
- (2) **Alistair McAlinden** and **Blair Carnegie Nimmo** of Interpath Limited, 5th Floor, 130 St Vincent Street, Glasgow, G2 5HF, as administrators of the Assignor ("**Administrators**"); and
- (3) **Fedrigoni S.p.A.,** registered in Italy with no. 01664630223 at Via Enrico Fermi 13/f, 37135 Verona, (VR) Italy ("**Assignee**").

#### Whereas

- (A) The definitions in Clause 1 (*Interpretation*) apply to this background introduction.
- (B) The Assignor has agreed to sell, and the Assignee agreed to buy all such right, title and interest as the Assignor have or may have in the Assigned Intellectual Property.
- (C) The Administrators act as agent of the Assignor and without personal liability and are party to this Assignation in their personal capacity solely to take the benefit of the exclusions of liability contained within it.

#### It is agreed

#### 1. INTERPRETATION

- 1.1 The definitions in this Clause 1 apply in this Assignation:
  - "Administrators' Solicitors" means Addleshaw Goddard LLP of Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH.
  - "Assignation" means this assignation.
  - "Assigned Intellectual Property" means the Intellectual Property owned by the Assignor in or to, or in connection with the Smart Paper Assets as at the date of this Assignation, listed in Part 2 (Assigned Intellectual Property) of Schedule 1 and all rights in such Intellectual Property.
  - "Claim" means any action, proceeding, claim or demand of any kind (actual or contingent) which may be brought or made against any of the Assignor and/or the Administrators.
  - "Intellectual Property" means all design rights, trade marks and service marks (in each case whether registered or not), patents, inventions (whether patentable or not), registered designs, copyrights (including in computer software), contractual waivers of moral rights, rights in databases and collections of data, utility models and all similar property rights whether or not registered or registrable, designs, drawings, performances, computer programs, rights in confidential information, know-how and trade secrets (and any documents containing such confidential information, know-how or trade secrets), business or brand names, rights in domain names, metatags, goodwill or the style or presentation of goods or services and all similar property rights whether or not registered or registrable, including applications for protection, renewal or extension of any such rights, anywhere in the world and in each case whether subsisting now or in the future contained in the Smart Paper Assets.

"Loss" means any loss, damage, award, cost, charge, penalty or expense which any of the Assignor and/or the Administrators and/or their partners or staff have incurred or sustained or may, directly incur or sustain.

"Sale Agreement" means the agreement relating to the sale of certain assets of the Assignor dated 20 December 2022 between the Assignor, the Administrators and the Assignee.

"Schedule" means the schedule in parts annexed hereto and which forms part of this Assignation.

#### "Smart Paper Assets" means:

- (a) the following brands: "Powercoat", "Alive" and "Smartcore";
- (b) the "Powercoat" and "Powercoat HD" product logos; and
- (c) the patents and patent applications linked to Smart Papers identified in Part 2 (Assigned Intellectual Property) of Schedule 1, including rights in and to inventions, know-how, data, technical information and other materials necessary or desirable to exploit the same.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Assignation.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Any obligation in this Assignation on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to writing or written includes faxes but not e-mail.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Assignation) at any time.
- 1.12 A reference to a clause, schedule or part shall be construed respectively as references to a clause or schedule of this Assignation and to a part of the schedule unless the context otherwise requires.

1.13 Where the words include(s), including or in particular are used in this Assignation, they are deemed to have the words "without limitation" following them.

#### 2. ASSIGNATION

- 2.1 In consideration of the amounts paid by the Assignee to the Assignor pursuant to the Sale Agreement, the Assignor hereby assigns to the Assignee with effect from the date of this Assignation, all such right, title and interest as that Assignor has or may have in or to the Assigned Intellectual Property, including:
  - (a) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Assigned Intellectual Property (save as against the Administrators) whether occurring before, on, or after the date of this Assignation;
  - (b) all rights to apply for registered rights or protection of the Assigned Intellectual Property in any country in the world;
  - (c) all rights to claim priority in the Assigned Intellectual Property; and
  - (d) all rights to any extensions, renewals or amendments of or to the Assigned Intellectual Property.
- 2.2 The Assignee shall be responsible for the costs of any registration of this Assignation with any relevant authorities.

#### 3. EXCLUSION OF ADMINISTRATORS' LIABILITY

- 3.1 The Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising, including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignation and whether such claim is formulated in contract and/or delict or by reference to any other remedy or right, and in whatever jurisdiction or forum.
- 3.2 No claim which may be or become competent to the Assignee arising directly or indirectly from this Assignation (or under any deed or other document executed in consequence thereof or on or under any associated or collateral agreement or arrangement) will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 3.
- 3.3 The Administrators have joined in as parties to this Assignation solely for the purpose of obtaining the benefit of the provisions of this Clause 3 and any other provisions in their favour.
- 3.4 Nothing in this Assignation shall constitute a waiver of any rights of the Administrators to be indemnified or to exercise a lien.

#### 4. FURTHER ASSURANCE

4.1 The Assignor shall, for a period of five (5) months from the date of this Assignation, at the cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute

and deliver (or procure the execution or delivery of) all further documents, necessary and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Assignation vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Assigned Intellectual Property at the relevant national or supra-national intellectual property registry or office. The terms of all such acts, things and documents shall be subject to the prior approval of the Administrators' Solicitors.

4.2 The Assignee acknowledges that the Assigned Intellectual Property may be subject to restrictions or deficiencies and that it may or may not be sufficiently transferable to the Assignee as a result of such restrictions. The Assignee undertakes to make its own enquiries into all such matters. The Assignee hereby undertakes with the Assignor and the Administrators and each of them not to use the Assigned Intellectual Property without first obtaining any necessary consents, licences or registrations and to indemnify and keep the Administrators fully indemnified against any direct Claim or Loss arising by reason directly resulting from the transfer of the Assigned Intellectual Property to the Assignee or its purported sale under the Sale Agreement and this Assignation or the use of it by the Assignee or by any transferee or licensee from the Assignee.

#### 5. CLAIMS BY THE ASSIGNEE

Any claim by the Assignee whether arising pursuant to this Assignation or otherwise shall only be made against the Assignor, as applicable, and not the Administrators and then shall be only an unsecured claim against the Assignor.

#### 6. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

- 6.1 All representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the Assigned Intellectual Property or any of the rights, title and interests assigned or agreed to be assigned pursuant to this Assignation are expressly excluded.
- 6.2 The Assignee acknowledges that it has not entered into this Assignation in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Assignor, the Administrators or their representatives at any time.

#### 7. COUNTERPARTS AND DELIVERY

- 7.1 This Assignation may be executed in any number of counterparts and by the parties on separate counterparts.
- 7.2 Where executed in counterpart:
  - (a) this Assignation shall not take effect until all of the counterparts have been delivered;
  - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
  - (c) the parties may choose to evidence the date of delivery of this Assignation by inserting this on the front page of this Assignation.

#### 8. GOVERNING LAW AND JURISDICTION

- 8.1 This Assignation shall be governed by and interpreted in accordance with Scots law. Non-contractual obligations (if any) arising out of or in connection with this assignation (including its formation) shall be governed by Scots law.
- 8.2 The parties agree to submit to the non-exclusive jurisdiction of the Scottish courts in relation to any claim or matter (whether contractual or non-contractual) arising under this Assignation.

**In witness** whereof these presents consisting of this and the preceding six pages, together with Schedule 1 attached hereto, are executed as follows:

Subscribed for and on behalf of AW Branding Limited (In Administration)	Stable
	Administrator
at ED JBURGH	Arsma national
on 11 october 2523	Full Name
by one of the Administrators (without incurring personal liability on the part of either of the Administrators) in the presence of	
Witness signature	MAXWELL CITYER
Full name	IMERPATH ADVISORY
Address	31 CHARLOTTE SQUARE
	EDINBURGH
	PHO WET

Subscribed for and on behalf of the Administrators	Service
	Administrator
at Esiasara	Arisha Metrusco.
on	Full Name
in the presence of	<b>A</b>
Witness signature	MAKWELL OUTVER
Full name	IMERPATH ADUBORY

31 CHARCOTTE SQUARE

EDINGURGH

EH2 LET

Address

Gelle Yell
DAVIDE BUSTREO
Print name
Valentina Tamborrino
VALENTINA TAMBORRINO
Piazzale Lodi 3, Milan (Italy)

#### **SCHEDULE 1**

This is the Schedule referred to in the foregoing Assignation among AW Branding Limited (in Administration), the Administrators therefore and Fedrigoni S.p.A.

#### Part 1 — Form of Intimation of Assignation

Dated: [ ● ], 2023
To:
Address:

AW Branding Limited (in Administration) (Company No. SC634260) (the "Company")

We hereby give notice to you that, with effect from [ ● ], 2023, the Company (acting by its Administrators) have assigned all such right, title and interest as it has in respect of undernoted Assigned Intellectual Property to Fedrigoni S.p.A.

Please acknowledge receipt of this notice.

Yours faithfully

**Dear Sirs** 

For and on behalf of

Fedrigoni S.p.A. Undernote:

# Part 2 — Assigned Intellectual Property

IT	FR	ĬĬ	ES	DE	US	CN	QT	FR	Country (code)
Granted	Entered to phase	Granted	Status						
23/12/2009	23/12/2009	23/12/2009	23/12/2009	23/12/2009	23/12/2009	23/12/2009	23/12/2009		Priority date
FR 0906325		Priority number							
Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Title
22/12/2010	22/12/2010	22/12/2010	22/12/2010	22/12/2010	22/12/2010	22/12/2010	22/12/2010	23/12/2009	Filing date
10809308.9	10809308.9	10809308.9	10809308.9	10809308.9	13/515471	2010800593 81.0	PCT/FR2010 /052879	0906325	Filing number
31/10/2012	31/10/2012	31/10/2012	31/10/2012	31/10/2012	06/12/2012	12/09/2012	30/06/2011	24/06/2011	Publication date
2516741	2516741	2516741	2516741	2516741	US-2012- 0308744-A1	CN 102666989 A	WO2011/07 7048	2954361	Publication number
06/08/2014	06/08/2014	06/08/2014	06/08/2014	06/08/2014	16/08/2016	25/11/2015		15/06/2012	Grant date
2516741	2516741	2516741	2516741	2516741	9416495	ZL 2010800593 81.0		0906325	Grant number
22/12/2030	22/12/2030	22/12/2030	22/12/2030	22/12/2030	22/12/2030	22/12/2030		23/12/2029	Expiration date
AW Branding Limited	Arjo Wiggins Fine Papers Limited	AW Branding Limited	Owner's name						

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GB	NL	IT	FR	FI	ES	DE	US	R	QT	FR	SE	GB	Country (code)
Granted	Entered to phase	Granted	Granted	Granted	Status								
13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012	13/01/2012		23/12/2009	23/12/2009	Priority date
FR 1250366		FR 0906325	FR 0906325	Priority number									
Method for producing a sheet	Method for producing a sheet	Ultra-smooth and recyclable printing sheet and its manufacturing process	Ultra-smooth and recyclable printing sheet and its manufacturing process	Title									
21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	21/12/2012	13/01/2012	22/12/2010	22/12/2010	Filing date
12818998.2	12818998.2	12818998.2	12818998.2	12818998.2	12818998.2	12818998.2	14/365562	2012800670 43.0	PCT/EP2012 /076829	1250366	10809308.9	10809308.9	Filing number
19/11/2014	19/11/2014	19/11/2014	19/11/2014	19/11/2014	19/11/2014	19/11/2014	30/10/2014	10/12/2014	18/07/2013	19/07/2013	31/10/2012	31/10/2012	Publication date
2802711	2802711	2802711	2802711	2802711	2802711	2802711	US-2014- 0322500-A1	CN 104204353 A	WO2013/10 4520	2985744	2516741	2516741	Publication number
25/10/2017	25/10/2017	25/10/2017	25/10/2017	25/10/2017	25/10/2017	25/10/2017	09/05/2017	15/08/2017		28/11/2014	06/08/2014	06/08/2014	Grant date
2802711	2802711	2802711	2802711	2802711	2802711	2802711	9648751	ZL 2012800670 43.0		1250366	2516741	2516741	Grant number
21/12/2032	21/12/2032	21/12/2032	21/12/2032	21/12/2032	21/12/2032	21/12/2032	21/12/2032	21/12/2032		13/01/2032	22/12/2030	22/12/2030	Expiration date
AW Branding Limited	Arjo Wiggins Fine Papers Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	Owner's name								

FI	ES	DE	US	QT	TR	SE	Country (code)
Granted	Granted	Granted	Granted	Entered to phase	Granted	Granted	Status
16/11/2015	16/11/2015	16/11/2015	16/11/2015	16/11/2015	13/01/2012	13/01/2012	Priority date
US 62/255889	US 62/255889	US 62/255889	US 62/255889	62/255889	FR 1250366	FR 1250366	Priority number
A method of manufacturing an in-mold molded plastic object with an embedded	A method of manufacturing an in-mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an inmanufacturing an inmold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an in- mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an inmanufacturing an inmold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	Method for producing a sheet	Method for producing a sheet	Title
15/11/2016	15/11/2016	15/11/2016	15/11/2016	15/11/2016	21/12/2012	21/12/2012	Filing date
16797855.0	16797855.0	16797855.0	15/776192	PCT/EP2016 /077784	12818998.2	12818998.2	Filing number
26/09/2018	26/09/2018	26/09/2018	13/08/2020	26/05/2017	19/11/2014	19/11/2014	Publication date
3377293	3377293	3377293	US-2020- 0254662-A1	WO2017/08 5085	2802711	2802711	Publication number
19/05/2021	19/05/2021	19/05/2021	06/07/2021		25/10/2017	25/10/2017	Grant date
3377293	3377293	3377293	11052584		2802711	2802711	Grant number
15/11/2036	15/11/2036	15/11/2036	31/08/2038		21/12/2032	21/12/2032	Expiration date
AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	Arjo Wiggins Fine Papers Limited	AW Branding Limited	AW Branding Limited	Owner's name

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EP	SE	IT	GB	FR	Country (code)
Pending	Granted	Granted	Granted	Granted	Status
	16/11/2015	16/11/2015	16/11/2015	16/11/2015	Priority date
	US 62/255889	US 62/255889	US 62/255889	US 62/255889	Priority number
Paper-in-Resin Electronics - Process for producing it and application in manufactured products	A method of manufacturing an in-mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an in-mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an in-mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	A method of manufacturing an in-mold molded plastic object with an embedded electronic circuit printed on a paper base and such an in-mold molded plastic object	electronic circuit printed on a paper base and such an in-mold molded plastic object
16/05/2017	15/11/2016	15/11/2016	15/11/2016	15/11/2016	Filing date
17305560.9	16797855.0	16797855.0	16797855.0	16797855.0	Filing number
21/11/2018	26/09/2018	26/09/2018	26/09/2018	26/09/2018	Publication date
3405011	3377293	3377293	3377293	3377293	Publication number
	19/05/2021	19/05/2021	19/05/2021	19/05/2021	Grant date
	3377293	3377293	3377293	3377293	Grant number
16/05/2037	15/11/2036	15/11/2036	15/11/2036	15/11/2036	Expiration date
AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	Owner's name

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	GB IX	1	ES	DE	CA	FR	US	QT	FR	CN	QT	Country (code)
Chanca	Granted	Oranted	Granted	Granted	Granted	Granted	Lapsed 01/2023	Entered to phase	Granted	Pending	Entered to phase	Status
21/10/2013	21/10/2013	21/10/2013	21/10/2013	21/10/2013	21/10/2013		14/11/2017	14/11/2017		16/05/2017	16/05/2017	Priority date
FK 1500247	ED 1360240	FR 1360249	FR 1360249	FR 1360249	FR 1360249		FR 1760670	FR 1760670		EP 17305560.9	EP 17305560.9	Priority number
printing an electroconductive layer	printing an electroconductive layer	Paper especially for printing an electroconductive layer	Multilayer inductor	Multilayer inductor	Multilayer inductor	Paper-in-Resin Electronics - Process for producing it and application in manufactured products	Paper-in-Resin Electronics - Process for producing it and application in manufactured products	Title				
21/10/2014	71/10/2017	21/10/2014	21/10/2014	21/10/2014	21/10/2014	21/10/2013	13/11/2018	13/11/2018	14/11/2017	16/05/2018	16/05/2018	Filing date
14/00717.2	14786010.2	14/86919.2	14786919.2	14786919.2	2925082	1360249	16/764326	PCT/EP2018 /081116	1760670	2018800455 75.1	PCT/EP2018 /062820	Filing number
21/00/2010	31/09/2016	31/08/2016	31/08/2016	31/08/2016		24/04/2015	10/09/2020	23/05/2019	17/05/2019	24/03/2020	22/11/2018	Publication date
5000/17	3060710	3060/19	3060719	3060719		3012153	US-2020- 0287286-A1	2019/096803	3073662	CN 110915304 A	WO2018/21 0977	Publication number
50/01/2017	30/01/2010	30/01/2019	30/01/2019	30/01/2019	29/04/2020	04/03/2016			21/01/2022			Grant date
3000717	3060710	3060/19	3060719	3060719	2925082	1360249			1760670			Grant number
21/10/2034	21/10/2024	21/10/2034	21/10/2034	21/10/2034	21/10/2034	21/10/2033	13/11/2038	14/05/2020	14/11/2037	16/05/2038	16/11/2019	Expiration date
Branding Limited	Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	AW Branding Limited	Arjo Wiggins Fine Papers Limited	Owner's name

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Country	Status	Priority	Priority	Little	riling	Filing	Publication	Publication	Grant	Grant	Expiration Owner's	Owner's
(code)		date	number		date	number	date	number	date	number	date	name
II	Granted	21/10/2013	FR 1360249	21/10/2013   FR 1360249   Paper especially for	21/10/2014	14786919.2   31/08/2016	31/08/2016	3060719	30/01/2019	3060719	21/10/2034	AW
				printing an								Branding
				electroconductive layer								Limited
SE	Granted	21/10/2013	FR 1360249	FR 1360249   Paper especially for	21/10/2014	14786919.2 31/08/2016		3060719	30/01/2019	3060719	21/10/2034	AW
				printing an								Branding
				electroconductive laver								Limited