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Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☒ Merger
- ☒ Change of Name
- ☐ Other

Conveying Party

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Execution Date  
Month Day Year  
12051997

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
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Enter for the first Receiving Party only.

Name Timothy E. Sheil

Address (line 1) Sullivan & Cromwell

Address (line 2) 1701 Pennsylvania Avenue, N.W.

Address (line 3) Washington, D.C. 20006

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 202-956-7571

Name Timothy E. Sheil

Address (line 1) Sullivan & Cromwell

Address (line 2) 1701 Pennsylvania Avenue, N.W.

Address (line 3) Washington, D.C. 20006

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# 15

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

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**Trademark Application Number(s)**

75036292

75482938

75508698

**Registration Number(s)**

1974827

1278302

741061

1238218

2273612

2274058

**Number of Properties**

Enter the total number of properties involved.

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy E. Sheil

Name of Person Signing

Signature

Date Signed

# Merger Agreement

between

**Schweizerische Bankgesellschaft**

**(Union Bank of Switzerland)**

**Bahnhofstrasse 45**

**8001 Zurich**

*(hereinafter referred to as "SBG")*

and

**Schweizerischer Bankverein**

**(Swiss Bank Corporation)**

**Aeschenvorstadt 1**

**4000 Basel**

*(hereinafter referred to as "SBV")*

and

**UBS AG**

**Aeschenplatz 6**

**4000 Basel**

*(hereinafter referred to as "UBS")*

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Preamble

The boards of directors and the group executive committees of SBG and SBV have concluded that a merger of the two companies will considerably increase their world-wide position and that a merger is therefore in the interests of the two companies, their clients and business associates, their shareholders and their employees, and that the merger is therefore also of economic interest for Switzerland. They believe that the merger must be prepared and completed quickly, in close co-operation, and in the spirit of an alliance between two partners of equal standing.

The parties have agreed to structure the merger as a takeover of all assets and liabilities of SBG and SBV by UBS, a company they jointly own.

The parties therefore agree as follows:

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1. The merger

The parties hereby agree to merge in accordance with the provisions of this merger agreement in the spirit of an alliance between two equal partners.

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2. Basis for and goals of the merger

The parties have reached an agreement on:

- the strengthening of their strategic core operations;
- the focusing strategy to be pursued and the synergies realizable through the merger;
- the group and management structure;
- the main personnel issues;
- the relative values of SBG and SBV.

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3. Implementation of the merger**3.1. Joint holding of UBS**

SBG and SBV jointly own UBS which is endowed with a capital of CHF 50,000.

**3.2. Merger**

The parties hereby agree that SBG and SBV shall merge with UBS pursuant to Article 748 of the Swiss Code of Obligations (CO).

SBG and SBV shall each transfer all of their assets and liabilities pursuant to the merger balance sheets attached hereto as Exhibit 1a and Exhibit 1b, to UBS by way of universal succession, effective as of 1 October 1997. UBS shall carry these assets and liabilities in its balance sheet at their previous book values.

Taking into consideration that the parties have fixed the exchange ratio not based on the merger balance sheets attached hereto, but based on the factors enumerated in item 4.1. (4) the parties reserve the right to exchange the merger balance sheets attached hereto prior to the shareholders' decisions mentioned in item 5.1. to 5.3., in the event that the auditing work reveals relatively minor differences to the attached balance sheets. Item 8 (3) remains reserved.

UBS will comply with the requirements of Art. 748.2 CO by pro forma accounts.

**3.3. Articles of Association and Organization Regulations**

Upon consummation of the merger UBS shall have Articles of Association in accordance with Exhibit 2; reserved remains item 3.7.

In addition, the parties have agreed on draft regulations governing the internal organization (Organization Regulations) of UBS, on the management structure and on the key function holders of UBS.

**3.4. Listing**

Application shall be made to the Swiss Exchange for a listing of the UBS shares as per consummation of the merger. The parties shall decide separately on the listing on other stock exchanges. A separate decision shall also be made with respect to the ADR programs in the US of SBG and SBV taking into consideration the interests of the holders of ADRs.

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### 3.5. Board of directors

The board of directors of UBS will consist as per consummation of the merger as follows:

- Mathis Cabiallavetta as chairman
- Alberto Togni as full-time vice-chairman
- Dr. Alex Krauer and Markus Kündig as part-time vice-chairmen
- Prof. Dr. Peter Böckli, Dr. Rolf A. Meyer, Hans Peter Ming, Andreas Reinhart as members.

SBG and SBV will jointly agree on a maximum of four further members to be elected to the board.

The parties undertake to elect the board members so designated at the shareholders' meeting of UBS pursuant to item 5.3.

If elected, the new members of the board of directors will confirm that they have reviewed the merger agreement and the draft regulations governing the internal organization agreed pursuant to item 3.3. to the best of their knowledge and belief and that they will implement them as quickly as possible.

The new members of the board of directors shall further review the list of the jointly appointed members of the highest organizational units of UBS and declare, when accepting their election, that they will appoint these individuals.

### 3.6. Auditors

ATAG Ernst & Young, Basel shall act as the first statutory and banking law auditors and group auditors for UBS.

### 3.7. Registered office and firm name of UBS

UBS shall have its registered office in Zurich. The parties aim to establish a double seat in Basel and Zurich and will submit a petition to the Federal Council to change the ordinance on the commercial register in order to make such double seat possible.

The parties reserve the right to change the firm name of UBS until consummation of the merger into "UBS" or "UBS United Bank of Switzerland" or to another firm name.

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## 4. Exchange of shares

### 4.1. Exchange ratio

In this merger the shareholders:

- a) of SBG shall receive
  - 5 registered shares in UBS for each bearer share of SBG;
  - 1 registered share in UBS for each registered share of SBG;
- b) of SBV shall receive  $1\frac{1}{3}$  registered shares in UBS for each registered share of SBV.

Should the resolution of the shareholder's meeting of SBG of 22 November 1994 regarding the introduction of single class bearer shares be registered with the Commercial Register of the Canton of Zurich and be executed prior to the consummation of this merger, this agreement shall be subject to the following modifications:

- a) In item 4.1.: The shareholders of SBG obtain per one single class bearer share of SBG one registered share of UBS, and the shareholders of SBV obtain per one unit of registered share of SBV  $2\frac{2}{3}$  registered shares of UBS
- b) In item 5.3.: UBS will issue the double number of registered shares indicated therein, whereby these registered shares will have a par value of CHF 10.- per registered share instead of CHF 20.-.
- c) In item 4.3.: In connection with the settlement of fractions shareholders may sell or purchase not more than 11 fractions.

The shares necessary for the exchange shall be created in the capital increase of UBS pursuant to item 5.3.

This exchange-ratio was established by the parties after negotiations based on, among other factors, the market capitalization of both companies and the consolidated balance sheets, and with knowledge of the fairness opinions attached as Exhibit 3a and Exhibit 3b.

#### 4.2. Performance of the exchange

The parties will jointly organize the exchange of the SBG and SBV shares into UBS shares and UBS will act as the exchange agent according to the procedure described in item 4.3. hereinafter.

The exchange shall take place immediately following the consummation of the merger in accordance with item 13.4.

#### 4.3. Treatment of fractions

Shareholders of SBV who hold a number of registered shares not divisible by 13 may, through their custodian bank, purchase or sell at most 12 fractions.

One fraction corresponds to the value of one thirteenth of the average opening prices of the UBS shares paid on the Swiss Exchange during the days fractions are traded on the Swiss Exchange.

#### 4.4. Registration of shares

UBS shall register in its share register all former shareholders of SBG and SBV who are duly registered with voting rights in the share registers of these companies at the time the merger is consummated, likewise the shareholders who are registered without voting rights as a result of the restriction on transferability (but not because they failed to declare to hold the shares in their own name).

All those shareholders who refuse to disclose their identity to UBS will be offered a nominee solution.

The board of directors of UBS shall issue guidelines on the registration of fiduciaries/nominees.

### 5. Shareholders' meetings

#### 5.1. Shareholders' meeting of SBG

The board of directors of SBG shall submit this merger agreement to the shareholders' meeting with a motion to approve the merger. The shareholders' meeting shall presumably take place on 3 February 1998.

The merger shall be deemed approved if the shareholders' meeting adopts the approval of the merger in accordance with the merger agreement, the change of the business year for the parent company accounts (but not for the consolidated accounts) and the dissolution of the company without liquidation.

#### 5.2. Shareholders' meeting of SBV

The board of directors of SBV shall submit this merger agreement to the shareholders' meeting with a motion to approve the merger. The shareholders' meeting shall presumably take place on 4 February 1998.

The merger shall be deemed approved if the shareholders' meeting adopts the approval of the merger in accordance with the merger agreement, the change of the business year for the parent company accounts (but not for the consolidated accounts) and the dissolution of the company without liquidation.

### 5.3. Shareholders' meeting of UBS

Provided that the shareholders' meetings of SBG and SBV have adopted the resolutions pursuant to items 5.1 and 5.2, a shareholders' meeting of UBS shall adopt the following resolutions, whereby the resolutions as per paragraphs A and B hereinafter shall be made on or about on 4 February 1998, the resolutions as per paragraphs C, D and E as soon as the completion date becomes clear.

A. Approval of the merger in accordance with this merger agreement.

B. Increase of the share capital upon consummation of the merger from CHF 50 000 by at least CHF 4 287 469 820 to at least CHF 4 287 519 820 by the issue of 214 373 491 registered shares with a par value of CHF 20 each, excluding the subscription rights of existing shareholders; the new shares shall be used exclusively for the exchange of the existing shares of SBG and SBV in accordance with item 4.1.

The number of shares to be created may increase if shares are issued under the conditional capital of SBV up to a date to be fixed. In such event, the second shareholders' meeting described above shall take a new resolution and the amount of the conditional capital pursuant to paragraph C will be reduced accordingly.

The consideration for this capital increase shall be made in the form of a transfer of all assets and liabilities of SBG and SBV to UBS.

The new registered shares shall only be subject to the restrictions on registration pursuant to Article 5 (3) of the UBS Articles of Association according to which shareholders must declare that they acquired the shares in their own name and for their own account.

All shares created in this capital increase shall be entitled to dividends for the full 1998 fiscal year.

C. Creation of conditional capital of at the most CHF 32 829 660 in replacement of the previous conditional capital of SBV.

D. Election of the board of directors composed as set forth in item 3.5. and of the auditors as set forth in item 3.6.

E. Possible change in the firm name pursuant to item 3.7. and with respect to the double seat.

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## 6. Procedure and organization

### 6.1. General

The parties undertake to do everything possible to consummate the transactions contemplated in this agreement as quickly as possible. To this extent they shall co-operate closely and specifically co-ordinate the necessary contacts with the authorities, the employees and the public, the latter pursuant to item 10.

### 6.2. Reservation of the right to amend

If necessary, the chairmen of the boards of directors of SBG and SBV together with the presidents of their group executive committees may change provisions of this merger agreement, draft resolutions for presentation to the shareholders' meetings and the procedure for this project by joint decision, provided that the material content of this merger agreement is maintained.

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## 7. Protection of the merger

### 7.1. Tender offer of a third party

If, after the execution of the merger agreement, a third party makes a tender offer for the shares of SBG or SBV (in accordance with Section 3 of the Takeover Code of the Swiss Exchange respectively Art. 22 et seq. of the Stock Exchange Act) or otherwise commences a takeover attempt, the other party will completely support the target company in its defense efforts against such an offer or attempt. If the other party, in exercising its obligation of support, acquires shares of the target company, then the target company will register the other party, without limitation, as a shareholder with the right to vote within the limits of its Articles of Association.

If a tender offer for the shares of one party has been properly submitted in accordance with the provisions of Section 3 of the Takeover Code of the Swiss Exchange (or Art. 22 et seq. of the Stock Exchange Act), then the other party shall itself be entitled to make a tender offer for the shares of the first party.

**7.2. Compensation payment in the event of a tender offer targeting SBG or SBV**

The parties are convinced that the merger results in an increase in value for the shareholders of SBG and SBV. Such increase in value shall be adequately maintained for the shareholders of the other party if a successful tender offer by a third party targets only SBG shares or SBV shares. Consequently, following the approval of the merger by the shareholders' meetings of SBG and SBV, a tender offer by a third party targeting only one of the two parties shall be prevented. At the same time, the freedom of choice of the shareholders' meetings shall be maintained. Hence the following is agreed:

If the merger agreement lapses pursuant to item 13.3. (1.B), the target company shall pay compensation to the other party (but not to UBS) calculated as follows:

- A. The difference between (a) the average opening price on the Swiss Exchange during the relevant period before the announcement of the tender offer (as defined hereinafter) for the shares of the party which is not targeted by the tender offer and (b) the average opening price on the Swiss Exchange for the shares of such party during the 20 trading days following the making of the tender offer (in accordance with Section 3 of the Takeover Code of the Swiss Exchange or Art. 24 (1) of the Stock Exchange Act), but in no event more than CHF 16 per SBG registered share or CHF 80 per SBG bearer share and CHF 26 per SBV share, respectively, multiplied by the number of shares of the non-targeted party as set forth in the commercial register. The relevant period for the purposes of (a) above shall mean the last ten trading days prior to the announcement of the tender offer with a specific price quotation (whether made informally, by pre-announcement or publication).

And

- B. 50 per cent of the difference between (a) the price for which the third party has acquired the shares and (b) the average opening price on the Swiss Exchange for the shares of the target company during the relevant period (as defined in paragraph A. of this item 7.2.) before the announcement of the tender offer, irrespective whether this is made informally, by pre-announcement or publication) multiplied by the number of shares which have been acquired by the third party.

If the third party offers shares or other securities, their value for the application of paragraph 1.B of this item 7.2. shall be determined based on the average opening price of such securities at the relevant main stock exchange during the last 30 trading days prior to the making of the tender offer (in accordance with Section 3 of the Takeover Code of the Swiss Exchange or Art. 24 (1) of the Stock Exchange Act) or, if the securities are not listed, based on the valuation performed by an independent investment bank to be selected by Morgan Stanley & Co. Limited and Wasserstein Perella & Co. collectively.

This item 7.2. shall also apply if an additional party (or additional parties) outbids the first tender offer. In this case, the "third party" shall be the party whose tender offer is successful. The relevant period shall mean the last ten trading days prior to the first announcement of a tender offer by a third party with a specific price quotation.

The compensation payments provided for by this item 7.2. shall be due 30 days following the termination of the regular tender offer period pursuant to Sections 3.5 and 3.6 of the Takeover Code of the Swiss Exchange or after expiration of the delay referred to in Art. 27 (1) of the Stock Exchange Act).



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**8. Exchange of information**

Before signing this merger agreement the parties have exchanged the audited consolidated financial statements for the period ending on 31 December 1996, the reports of their group auditors for the years 1995 and 1996 to the boards of directors, the unaudited consolidated statements as per 30 June 1997 as well as formal disclosure statements. The latter confirm that the parties have conducted their business as usual from 1 January 1997 to the date the merger agreement was signed, with the exception of the matters specified in the disclosure statement, and that there has been no deterioration in their financial position during this period.

SBV is aware of the decisions of the extraordinary shareholders' meeting of SBG held on 22 November 1994.

If facts emerge following the signing of this merger agreement which indicate that the financial statements or the information in the disclosure statements or the mentioned reports of the group auditors are false, misleading or incomplete and that there is as a result a reduction in the earning power or equity of the party involved, which in good faith would lead to an adjustment of more than 10 % of that company's appraised value underlying the calculation of the exchange ratio, then the exchange-ratio must be adjusted. If the value adjustment would be more than 15 %, the parties will jointly find a solution to the problem. Both parties will use their best efforts to find a solution. If such solution is despite all efforts not found, then the other party has the right, up to ten days before its shareholders' meeting, to withdraw from this merger agreement.

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**9. Conduct of business**

In the period between the execution of this merger agreement and consummation of the merger, the parties shall refrain from the following acts unless the other party agrees:

- A. Issuing new shares not presently registered in the commercial register or the granting of rights on such shares; the issue of new shares pursuant to previous commitments and existing employee share schemes remains permitted.
- B. Acquisitions or divestments with a value exceeding CHF 100 million and transactions of unusual strategic importance, including transactions by affiliated companies; this shall not include transactions specified in the formal disclosure statements referred to in item 8 above.
- C. Material changes in the employment contracts of management staff or general changes in the employment conditions of the parties or their affiliated companies.
- D. The payout of dividends or distribution of bonus shares. For the business year 1997 the parties may pay ordinary dividends up to the following amounts: for SBG CHF 50 per bearer and CHF 10 per registered share and for SBV CHF 12 per registered share; if the shareholders' meeting should resolve to pay higher dividends, the other party has the right to decide itself on an extraordinary dividend which constitutes an adequate compensation. Only if this solution is not feasible, then the other party has the right to withdraw from this agreement.

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**10. Announcements**

The parties shall notify the public, their shareholders and employees and the authorities, stock exchanges and employees' committees in accordance with the mutually agreed programs.

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**11. Miscellaneous****11.1. Confidentiality**

The content of the merger negotiations and of the documents and information exchanged in this context shall be treated as confidential by all parties. This shall not apply to statutory obligations to provide information to authorities, or to a stock exchange.

**11.2. Notices**

Notices in connection with this merger agreement shall be legally binding if they are communicated in writing or by telefax to the following recipients:

- |   |   |
|---|---|
| <p>A. In case of SBG: Mathis Cabiallavetta<br/>Schweizerische Bankgesellschaft<br/>Bahnhofstrasse 45<br/>8021 Zürich<br/>Fax 01 234 34 14</p> | <p><i>with copy to:</i><br/>Dr. Urs P. Roth<br/>Schweizerische Bankgesellschaft<br/>Bahnhofstrasse 45<br/>8021 Zürich<br/>Fax 01 234 62 80</p>  |
| <p>B. In case of SBV: Marcel Ospel<br/>Schweizerischer Bankverein<br/>Aeschenvorstadt 1<br/>4002 Basel<br/>Fax 061 288 35 00</p>              | <p><i>with copy to:</i><br/>Prof. Dr. Hanspeter Dietzi<br/>Schweizerischer Bankverein<br/>Malzgasse 30<br/>4002 Basel<br/>Fax 061 288 32 99</p> |

### 11.3. Costs

Each party shall bear its own costs incurred in negotiating this merger agreement in the event that this merger is not completed. Jointly incurred costs shall be evenly divided.

### 11.4. Changes and modifications of the agreement

Changes to this merger agreement must be made in writing. This also applies to changes in accordance with items 6.2. and 13.2.

If at all possible, each provision of this merger agreement shall be interpreted so that it is valid and enforceable under applicable law. If a provision of this merger agreement should be unenforceable or invalid, it shall only lapse to the extent that it is unenforceable or invalid and shall be otherwise replaced by a valid and enforceable provision which a party acting in good faith would regard as an adequate replacement for the provision which is invalid or unenforceable. The other provisions of this merger agreement shall remain binding and in force under all circumstances.

### 11.5. Absence of waiver

The waiver of a contractual right in an individual case shall not be regarded as a general waiver of this right or other rights arising out of this merger agreement.

This merger agreement is subject to Swiss law.

## 12. Applicable law and arbitration clause

Any disputes arising out of this merger agreement between individual parties shall be submitted to a three-member ad hoc arbitration tribunal based in Zurich. Each party involved in the proceedings shall nominate one arbitrator. The chairman of the arbitration tribunal shall be nominated by the party-appointed arbitrators.

If disputes arise out of this merger agreement between all parties, then each party shall nominate one arbitrator and the nominated arbitrators shall elect the chairman from among themselves.

If the arbitrators nominated by the parties are unable to agree on a chairman within 60 days, the chairman shall be appointed by the President of the Zurich Chamber of Commerce (in the case of paragraph 3 above, from the three arbitrators nominated by the parties).

### 13.1. Entry into force

This merger agreement shall enter into force upon its signing.

### 13.2. Conditions precedent for the merger

The consummation of the merger shall be subject to the following conditions precedent:

- A. approval of the merger by the shareholders' meetings of all parties and approval by the shareholders' meetings of SBG, SBV and UBS to the other points listed in items 5.1.,

## 13. Validity of the merger agreement

- B. expiration or termination of any statutory, court or official prohibitions of consummation if these can be executed validly in Switzerland or if failure to comply with these would, in the view of SBG and SBV, have unacceptable consequences for one or all parties.

The chairmen of the boards of directors of SBG and SBV together with the presidents of their group executive committees may, by joint decision, waive the above conditions following the shareholders' meetings (with the exception of the required approval of the shareholders' meetings) and determine that the merger agreement shall be consummated despite non-fulfillment of a condition.

### 13.3. Lapse of this merger agreement

This merger agreement shall lapse:

- A. If either the shareholders' meeting of SBG or SBV does not approve the merger.
- B. If a third party makes a tender offer for the acquisition of more than 50% of the shares of either SBG or SBV (but not of both parties) as set forth in the commercial register and if such tender offer is successful to such extent pursuant to Section 3.6. of the Takeover Code of the Swiss Exchange or Art. 27 of the Stock Exchange Act, except if such tender offer has been properly made prior to the shareholders' meetings of both parties in accordance with the provisions of Section 3 of the Takeover Code of the Swiss Exchange and both shareholders' meetings approve the merger with knowledge of the tender offer.
- C. If the merger is not entered in the commercial register pursuant to item 13.4. with legal effect on 31 December 1998; item 6.2. remains reserved.

The lapse of the merger agreement shall also terminate all rights and obligations arising out of the merger agreement with the exception of those contained in Section 7, which shall lapse on 31 December 1998 only, as well as those in items 11 and 12, which shall continue to be valid.

### 13.4. Consummation

This merger agreement shall be deemed to be consummated as soon as the last of the following entries in the commercial register has been made: capital increase of UBS in accordance with item 5.3. above, dissolution of SBG in accordance with item 5.1. and dissolution of SBV in accordance with item 5.2.

The applications for these entries shall be made either no later than five days after the last of the shareholders' meetings in item 5 or, if not all the conditions under item 13.2. have been met at that time, no later than ten business days after fulfillment of the last unfulfilled condition or waiver of its fulfillment under item 13.2. (2).

On the stock exchange trading day following the consummation of the merger, trading in the shares of SBG and SBV shall be discontinued. The new UBS shares shall be tradable immediately.

Zurich, 5 December 1997

SBG:



Basel, 5 December 1997

SBV:



Zurich/Basel, 6 December 1997

UBS:



## **Agreement**

**relating to the Assignment of Intellectual and Industrial Property Rights**

between

**Schweizerische Bankgesellschaft (SBG)**, Union de Banques Suisses (UBS), Unione di Banche Svizzere (UBS), Union Bank of Switzerland (UBS), Unión de Bancos Suizos (UBS), União de Bancos Suíços (UBS), Swiss Union Ginko (UBS), Bank Al Ittihad Al Swissri (UBS), Ruishi Lianhe Yinghang (UBS), Suisz Luenhop Nganhong (UBS)

with registered office at Bahnhofstrasse 45, 8001 Zurich

hereinafter "SBG"

and

**UBS AG**

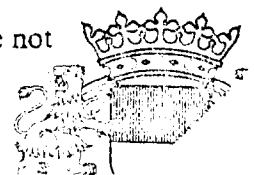
with registered office at Bahnhofstrasse 45, 8001 Zurich, as well as at Aeschenvorstadt 1, 4051 Basel

hereinafter "UBS"

\* \* \* \* \*

### **Preamble**

- a) Within the scope of the merger of SBG into UBS, all assets and liabilities devolve per universal succession upon UBS, including all intellectual and industrial property, the respective rights and the legal situations associated therewith (hereinafter referred to as „intellectual property rights“).
- b) This agreement applies in the event that certain jurisdictions do not recognize or acknowledge the concept of universal succession within the scope of a merger of SBG into UBS under the respective national law, or attach particular conditions to the assignment and transfer of intellectual property rights associated therewith, or in the event that - for any reason whatsoever - certain facts or circumstances are not covered by the universal succession.



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- c) This agreement shall not have any impact on future valuation of intellectual property rights assigned or transferred hereunder.

1. **Assignment and Transfer**

- 1.1 SBG hereby assigns and transfers as per the effective date (see par. 5 below) all intellectual property rights to UBS in accordance with the following provisions.
- 1.2 SBG herewith grants a power of attorney to UBS to comply with and to fulfill all formalities necessary to complete the assignment and transfer of the rights named hereunder. This unlimited power of attorney shall survive the merger.
- 1.3 This assignment and transfer particularly includes, but is not limited to, the following intellectual property rights held by SBG on the effective date:

1.3.1 Registered industrial property rights

This paragraph particularly refers to registered industrial property rights such as trade and service marks, i.e. generally to

- all protective rights entered in the name of SBG in Swiss, foreign, and/or regional or multinational registers.
- all applications for protective rights in the name of SBG pending in Switzerland or abroad.
- all registered rights where the assignment and transfer to SBG is still pending.
- all rights in connection with pending litigation or opposition proceedings in the context of registered industrial property rights.

The respective protective rights or applications for protective rights follow from the non-exhaustive list in the Appendix to this agreement.

### 1.3.2 Intellectual Property Rights not entered in Registers / Unregistered Rights

This paragraph particularly refers to, but is not limited to, all intellectual property rights which the SBG has acquired or will acquire up to the effective date (see par. 5 below) or has itself created or will create up to the effective date in Switzerland or elsewhere, such as copyrights and rights of use associated therewith, including all rights to software products.

### 1.3.3 Trade names

All exclusive rights and other legally relevant situations deriving from the use or the registration of

- its own full trade name(s), as listed above;
- its trade name(s) in the form of acronyms such as „UBS“ or „SBG“;
- all other distinctive signs or devices and/or
- all chronological priority associated with such rights;

whether such rights and/or legally relevant situations are objects of registrations or not.

## 2. **Consideration**

In view of the fact that consideration in the context of the merger is given through an exchange of shares on the shareholder's level, UBS pays the sum of one Swiss franc (CHF 1.00) for the assignment and transfer of these rights. Receipt by SBG and sufficiency of which is hereby acknowledged.

## 3. **Warranty**

Within the scope of the statutory possibilities, warranty claims are completely excluded.

4. **Costs**

All costs deriving either from the assignment and transfer of the intellectual property rights subject to this agreement or from the necessary corrections in all registers concerned will be borne by UBS.

5. **Effectiveness of the Agreement**

The assignment takes place simultaneously with the entering of SBG' s resolution to merge with UBS in the Commercial Register of the Canton of Zurich (effective date).

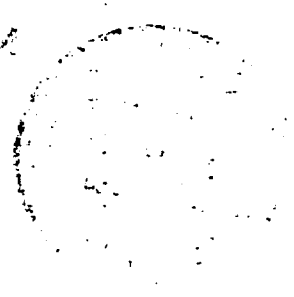
6. **Counterparts**

This agreement is duly executed in six counterparts, each of which shall be deemed an original and therefore having full effect.

(Original) ~~document~~

7. **Applicable law**

This agreement is governed by Swiss law.

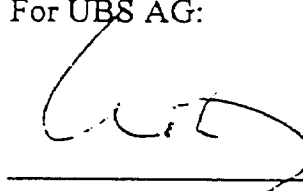
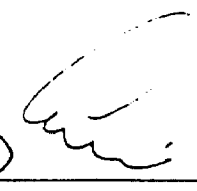


Zurich, 25 June 1998

For the Schweizerische Bankgesellschaft (SBG):

For UBS AG:

U. Suter

G. Petermann

Dr. U. Roth

Dr. B. Schmid



## Legalization of a Copy

I, the undersigned **Claude Schluep**, notary public of the Canton of Solothurn (Switzerland), with office at Grenchen, Schützengasse 17,

**do hereby certify**

that this copy of the Agreement relating to the Assignment of Intellectual and Industrial Property Rights dated 25 June 1998 between Schweizerische Bankgesellschaft (SBG) and UBS AG, consisting of four (4) pages, is a true copy of the original agreement having been presented to the notary.

In Testimony whereof I have hereunto set my hand and seal of office this third February nineteen hundred-and-ninety-nine.

3 February 1999

Reg. of leg. no. 246

