

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	CHANGE OF NAME
-----------------------	----------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indigo N.V.		09/20/2002	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA	
Name:	Hewlett-Packard Indigo B.V.
Street Address:	Limburglaan 5
City:	6221 SH Maastricht
State/Country:	NETHERLANDS
Entity Type:	Private limited liability company: NETHERLANDS

PROPERTY NUMBERS Total: 14	
Property Type	Number
Registration Number:	1914420
Registration Number:	1316402
Registration Number:	2293711
Registration Number:	2341672
Registration Number:	2316989
Registration Number:	1885749
Registration Number:	2199218
Registration Number:	1949728
Registration Number:	2015154
Registration Number:	2090986
Registration Number:	2078305
Registration Number:	2266915
Registration Number:	2054002
Registration Number:	2708316

CORRESPONDENCE DATA
---------------------

CH \$365.00 1914420

Fax Number: (650)813-3095  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650) 857-5144  
Email: malia.abril@hp.com  
Correspondent Name: Hewlett-Packard Company  
Address Line 1: 3000 Hanover Street  
Address Line 2: MS 1051  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

INDIGO NAME CHANGE

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Malia Abril

Total Attachments: 10  
source=Digital\_#page1.tif  
source=Digital\_#page2.tif  
source=Digital\_#page3.tif  
source=Digital\_#page4.tif  
source=Digital\_#page5.tif  
source=Digital\_#page6.tif  
source=Digital\_#page7.tif  
source=Digital\_#page8.tif  
source=Digital\_#page9.tif  
source=Digital\_#page10.tif

I, Yvonne Schaapherder, sworn translator for the English language at the Courts of Amsterdam, The Netherlands, residing at H. Kamorlingh Ornesweg 49a, Bussum, The Netherlands, do solemnly and sincerely declare that the attached English text is a full, true and faithful translation made by me of the document hereunto annexed, submitted to me for translation, in testimony whereof I have hereunto set my hand, this twentieth day of March, 2003.

Y. Schaaphe



<real:> Royal Notarial Association

Rno.319

2002

Mno.319

<handwritten:> EUR 3

**AMENDMENT OF THE ARTICLES OF ASSOCIATION OF INDIGO N.V. AND CHANGE OF ITS CORPORATE FORM INTO A PRIVATE COMPANY WITH LIMITED LIABILITY**

This twentieth day of September, two thousand and two, there appeared before me, *mr. Thijs Pieter Flokstra*, as deputy of *professor mr. Steven Petrick*, civil-law notary practising in Amsterdam:

*Mr. Alexander Doorman*, whose office address is Appolloaan 15, 1077 AR Amsterdam and who was born in Groningen, on the twenty-sixth day of May, nineteen hundred and seventy-seven.

The party appearing declared that on the sixteenth day of September, two thousand and two, the General Meeting of Indigo N.V. resolved to fully amend and readopt the articles of association of the company, while also changing the corporate form of the company into a private company with limited liability, and resolved to authorize him, the party appearing, to have this deed executed. These resolutions are evidenced by the minutes of the aforesaid General Meeting, a copy of which has been attached to this deed (*Appendix*). In addition, the party appearing stated that the articles of association of the company were recently amended in full by deed of amendment of the articles of association, executed before a deputy of aforesaid *professor mr. Steven Petrick* on the twenty-eighth day of March, two thousand and two, on the draft of which the Ministerial Declaration of No Objection was granted on the twenty-eighth day of March, two thousand and two under number N.V. 177.858. Since then, the articles of association of the company have not been changed.

In fulfilment of the resolution to amend the articles of association and change of corporate form, the party appearing stated to hereby change the corporate form of the company into a private company with limited liability, and to hereby amend the articles of association in full and readopt them as follows:

**ARTICLES OF ASSOCIATION:**

**CHAPTER I.**

**DEFINITIONS.**

**Article 1.**

In these articles of association, the following terms shall have the following meanings:

- a. the General Meeting: the body formed by shareholders;
- b. the General Meeting of Shareholders: the meeting of shareholders;
- c. the Distributable part of the net equity position: that part of the company's net equity position which exceeds the issued capital and the reserves which must be maintained pursuant to the law;
- d. the Annual Accounts: the balance sheet and the profit and loss account with the explanatory notes;
- e. the Annual Meeting: the General Meeting of Shareholders held for the purpose of discussion and adoption of the Annual Accounts; and
- f. Accountant: a 'register-accountant' or other accountant referred to in Article 393, Book 2, Dutch Civil Code, or an organisation within which such accountants practise.

**CHAPTER II.**

**NAME. SEAT. OBJECT.**

**Article 2. Name and Seat.**

AN003683.035

FRSHFIELDS BRUCKHAUS DERINGER

<seal> Royal Notarial Association

1. The company bears the name:  
**HEWLETT-PACKARD INDIGO B.V.**
2. Its seat is in Maastricht.

**Article 3: Object.**

The object of the company is:

- a. to perform any and all activity of an industrial, financial or commercial nature;
- b. to design, develop, manufacture, market, sell and service products of any nature whatsoever, including hardware and/or software;
- c. to incorporate, participate in any way whatsoever, manage, supervise, conduct the management of and set up enterprises, companies and businesses;
- d. to develop and trade in patents, trademarks, licences, know-how and other intellectual property rights;
- e. to borrow, lend and raise funds, including the issuance of bonds, promissory notes or other securities, as well as to enter into agreements in connection with the aforementioned;
- f. to furnish advice and render services to enterprises and companies with which the company forms a group and to third parties;
- g. to furnish guarantees, bind the company and pledge its assets for obligations of the enterprises and companies with which it forms a group, including its subsidiaries, and on behalf of third parties;
- h. to obtain, alienate, manage and develop real estate and items of property in general;
- i. to trade in securities and items of property in general;

as well as everything that relates to the foregoing or that may be beneficial thereto, in the broadest sense of the word.

**CHAPTER III**

**CAPITAL AND SHARES. REGISTER.**

**Article 4. Authorized capital.**

1. The authorised capital amounts to five million three hundred and ninety-three thousand euro (EUR 5,339,000).
2. The authorised capital is divided into two hundred and sixty-six million nine hundred and fifty thousand (266,950,000) shares with a nominal value of two euro cent (EUR 0.02) each.
3. All shares are registered shares. No share certificates shall be issued.

**Article 5. Register of shareholders.**

1. The Management Board shall keep a register in which the names and addresses of all holders of shares are recorded, showing the date on which they acquired the shares, the date of the acknowledgement or service and the amount paid up on each share.
2. The names and addresses of those with a right of usufruct or pledge on the shares shall also be entered in the register, stating the date on which they acquired the right, and the date of acknowledgement or service.
3. Each shareholder, usufructuary and pledgee is required to give written notice of his address to the company.
4. The register shall be kept accurate and up to date. All entries and notes in the register shall be signed by a member of the Management Board.
5. On application by a shareholder, usufructuary or pledgee, the Management Board shall provide an extract from the register, free of charge, with regard to their rights to shares.
6. The Management Board shall make the register available at the company's office for inspection by the shareholders.

AN003683.035

FRESHFIELDS BRUCKHAUS DERINGER

<seal> Royal Notarial Association

#### CHAPTER IV.

##### ISSUANCE OF SHARES. OWN SHARES.

##### Article 6. Issuance of shares. Competent body.

###### Notarial deed.

1. The issuance of shares may only be effected pursuant to a resolution of the Management Board.
2. The issuance of a share shall furthermore require a deed designated for that purpose and executed before a civil-law notary practising in the Netherlands to which those involved are a party.

##### Article 7. Conditions of issuance. Preferential right.

1. A resolution for the issuance of shares shall stipulate the price and further conditions of issuance.
2. Upon issuance, no shareholder shall have a preferential right, unless the Management Board determines otherwise.
3. Shareholders shall have a similar preferential right if options are granted to subscribe for shares.

##### Article 8. Payment on shares.

1. The full nominal amount of each share shall be paid on issuance.
2. Payment on a share shall be made in cash insofar as no other manner of payment has been agreed on. Payment in foreign currency can be made only after approval by the company.

##### Article 9. Own shares.

1. When issuing shares, the company shall not be entitled to subscribe for shares in its own capital.
2. The company may, subject to the relevant provisions of the law, acquire fully paid-up shares or depository receipts thereof, up to the maximum permitted by law.
3. The company may give loans with a view to the subscription for or acquisition of shares in its own capital or depository receipts thereof, but only up to the amount of the distributable reserves.
4. The disposal of shares or depository receipts thereof held by the company shall be effected pursuant to a resolution of the Management Board. The resolution to dispose of such shares or depository receipts shall also stipulate the conditions of the disposal. The disposal of shares held by the company shall be affected with due observance of the provisions of the blocking clause.
5. No votes may be cast in the General Meeting for any share held by the company or any of its subsidiaries, nor in respect of any share of which the company or any of its subsidiaries holds depository receipts.

#### CHAPTER V.

##### TRANSFER OF SHARES. RESTRICTED RIGHTS.

##### ISSUANCE OF DEPOSITORY RECEIPTS.

##### Article 10. Transfer of shares. Shareholders' rights.

###### Usufruct. Pledge.

1. The transfer of a share or of a restricted right thereon shall require a deed designated for that purpose and executed before a civil-law notary practising in the Netherlands, to which those involved are a party.
2. Unless the company itself is a party to the legal act, the rights attached to the share can only be exercised after the company has acknowledged said legal act or said deed has been served on it in accordance with the relevant provisions of the law.
3. On the creation of a usufruct or pledge on shares the right to vote shall not accrue to the usufructuary or the pledgee.

AN003683.035

FRESHFIELDS BRUCKHAUS DERINGER

<see/> Royal Notarial Association

**Article 11. Issuance of depository receipts.**

The company shall not lend its co-operation to the issuance of depository receipts for its shares.

**CHAPTER VI.**

**BLOCKING CLAUSE.**

**Article 12. Approval.**

1. In order to be valid, any transfer of shares shall require the approval of the Management Board. No approval is required if a shareholder is obliged by law to transfer his shares to a prior shareholder.
2. A shareholder who wishes to transfer shares (the *Seller*), shall notify the Management Board by registered letter or return receipt requested (*Transfer Notice*). The Transfer Notice shall specify the number of shares the Seller wishes to transfer (*Transfer Shares*), the proposed price, the identity of the proposed acquirer, and all other material terms and conditions on which the Seller wishes to transfer the Transfer Shares.
3. The transfer shall take place within three months after the approval of the Management Board has been given or is deemed to have been given, as set out in paragraph 4 below.
4. The approval of the Management Board shall be deemed to have been given:
  - (a) if no decision has been taken by the Management Board within three months after receipt of the Transfer Notice; or
  - (b) if the resolution refusing approval fails to specify the name(s) of one or more third persons who is willing, against payment in cash, to purchase the Transfer Shares.
5. Unless the Seller and the third party(ies) interested in purchasing the Transfer Shares agree otherwise as to the price of the Transfer Shares, the price shall be determined by an expert appointed by the chairman of the Chamber of Commerce where the company is registered.
6. The Seller shall have the right at any time to withdraw his offer, provided he does so within one month of receiving definite details of the identity of the potential purchaser to which he may sell all the Transfer Shares and of the selling price.
7. The company may only be a potential purchaser of the Transfer Shares with the consent of the Seller.

**CHAPTER VII.**

**MANAGEMENT.**

**Article 13. Management Board.**

The management of the company shall be constituted by a Management Board consisting of one or more members.

**Article 14. Appointment. Suspension and dismissal. Remuneration.**

1. The General Meeting shall appoint the members of the Management Board.
2. A member of the Management Board may at any time be suspended or dismissed by the General Meeting.
3. The General Meeting shall determine the remuneration and further conditions of employment for each member of the Management Board, and may grant members of the Management Board the titles of Chief Executive Officer, President or other such titles, as it deems appropriate.

**Article 15. Duties of the Management Board.**

**Decision making process. Allocation of duties.**

1. Subject to the restrictions imposed by these articles of association, the Management Board shall be entrusted with the management of the company.

AN003683.035

FRESHFIELDS BRUCKHAUS DERINGER

<read:> Royal Notarial Association

2. The Management Board may lay down rules and regulations in which its decision-making is arranged.
3. The Management Board may determine the duties with which each member of the Management Board will be charged in particular.
4. A member of the Management Board may be represented by a co-member of the Management Board authorised in writing. The expression: 'in writing' shall include any message transmitted by current means of communication and received in writing. A member of the Management Board may not act as representative for more than one co-member.
5. Resolutions of the Management Board may also be adopted in writing without recourse to a Management Board meeting, provided they are adopted by a unanimous vote of all members of the Management Board. The second sentence of the preceding paragraph shall apply accordingly.

**Article 16. Representation.**

1. The Management Board shall be entitled to represent the company. Each member of the Management Board is also authorised to represent the company.
2. The Management Board may appoint staff members with general or limited powers of representation. Each of these staff members shall be able to represent the company with due observance of any restrictions imposed on them. The Management Board shall determine their titles.
3. In the event of a conflict of interest between the company and a member of the Management Board, the company shall be represented by another member of the Management Board. The General Meeting shall at all times be authorized to designate one or more persons for this purpose. In the event of a conflict of interest between the company and the sole member or all members of the Management Board, the company shall be represented by a person designated thereto by the General Meeting.

**Article 17. Approval of decisions of the Management Board.**

1. The General Meeting is entitled to require resolutions of the Management Board to be subject to its approval. These resolutions shall be clearly specified and notified to the Management Board in writing.
2. The lack of approval referred to in paragraph 1 does not affect the authority of the Management Board to represent the company.

**Article 18. Absence or prevention.**

If a member of the Management Board is absent or prevented, the remaining members or member of the Management Board shall be temporarily entrusted with the entire management of the company. If all members of the Management Board, or the sole member of the Management Board, are absent or prevented, the management of the company shall be temporarily entrusted to the person designated for this purpose by the General Meeting.

**CHAPTER VIII.**

**ANNUAL ACCOUNTS. PROFIT.**

**Article 19. Financial year.**

**Preparing the Annual Accounts.**

**Availability for inspection.**

1. The financial year of the company shall commence on the first day of November and end on the thirty-first day of October of the succeeding year.
2. Annually, the Management Board shall prepare the Annual Accounts, not later than five months after the end of the financial year, unless this term is extended by the General Meeting by not more than six months due to special circumstances.

AN003683.035  
FRESHFIELDS BRUCKHAUS DERINGER



<seal:> Royal Notarial Association

3. The Management Board shall make the Annual Accounts available for inspection by the shareholders at the office of the company within the period referred to in paragraph 2. Within this period the Management Board shall also make the annual report available for inspection by the shareholders.
4. The Annual Accounts shall be signed by the members of the Management Board; if the signature of one or more of them is lacking, this shall be stated and reasons given.
5. The company may, and if the law so requires shall, engage an Accountant to audit the Annual Accounts.

**Article 20. Adoption of the Annual Accounts. Publication.**

1. The General Meeting shall adopt the Annual Accounts.
2. Unconditional adoption of the Annual Accounts shall not serve to discharge the members of the Management Board for the management conducted, insofar as such management is apparent from the Annual Accounts. Such discharge requires a separate resolution by the General Meeting.
3. The company shall publish the Annual Accounts within eight days following the adoption thereof subject to statutory exemptions.

**Article 21. Profit.**

1. The Management Board may dispose of the profit earned in a financial year. The Management Board may determine if and what amount of such profit shall be reserved by the company.
2. Distribution of profit can only take place up to the amount of the distributable part of the net equity position.
3. Any distribution of profit shall take place following adoption of the Annual Accounts evidencing that such distribution is justified.
4. The Management Board may decide to pay an interim dividend, provided with due observance of the relevant provisions in the law.
5. The Management Board may determine to make payments against any reserves, with due observance of paragraph 2.
6. A claim of a shareholder for payment of a dividend shall be barred after five years have elapsed.
7. The Management Board may determine to distribute stock dividends.

**CHAPTER IX.**

**GENERAL MEETINGS OF SHAREHOLDERS.**

**Article 22. Annual Meeting and other meetings. Convocation.**

1. The Annual Meeting shall be held annually within six months after the end of the financial year, for the purpose of discussion and adoption of the Annual Accounts.
2. Other General Meetings of Shareholders shall be held as often as the Management Board deems such necessary.
3. General Meetings of Shareholders shall be convened by the Management Board, by letters to the addresses of the shareholders as shown in the register of shareholders.
4. The convocation shall take place no later than on the fifteenth day prior to the day of the meeting.
5. General Meetings of Shareholders shall be held in the municipality in which the company has its official seat according to its articles of association, or in Amsterdam, Haarlemmermeer (Schiphol Airport), Eindhoven, Rotterdam, Amstelveen, The Hague, Utrecht, Delft or Maastricht.
6. The General Meeting shall appoint its own chairman. Until that moment a member of the Management Board shall act as chairman, in the absence of such a member the eldest person at the meeting shall act as chairman.

AN003683.035

FRESHFIELDS BRÜCKHAUS DERINGER

7. The members of the Management Board shall, as such, have the right to give advice in the General Meeting of Shareholders.

**Article 23. The entire issued capital is represented. Records.**

1. As long as the entire issued capital is represented at a General Meeting of Shareholders valid resolutions can be adopted on all subjects brought up for discussion, even if the formalities for the convocation and holding of meetings prescribed by law or by the articles of association have not been complied with, provided such resolutions are adopted unanimously.
2. The Management Board keeps a record of the resolutions made. If the Management Board is not represented at a meeting, the chairman of the meeting shall provide the Management Board with a transcript of the resolutions made as soon as possible after the meeting. The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than cost.

**Article 24. Voting rights.**

1. Each share entitles to one vote.
2. The right to take part in the meeting may be exercised by a holder of a written power of attorney.
3. To the extent that the law or the articles of association do not prescribe a larger majority, all resolutions shall be adopted with an absolute majority of the votes cast.
4. In the case of a tie, the resolution shall be deemed to be rejected.

**Article 25. Resolutions passed outside of meetings. Records.**

1. Resolutions of shareholders may also be adopted in writing without recourse to a General Meeting of Shareholders, provided they are adopted by a unanimous vote of all shareholders entitled to vote. The provisions of Article 14 paragraph 4 second sentence, shall apply accordingly.
2. The provisions of Article 22 paragraph 7 shall apply accordingly to the adoption of resolutions outside of meetings as referred to in paragraph 1.
3. The Management Board shall keep a record of the resolutions thus made. Each of the shareholders shall procure that the Management Board is informed in writing of the resolutions passed in accordance with paragraph 1 as soon as possible. The records shall be made available at the office of the company for inspection by the shareholders. Upon request, each of them shall be provided with a copy or an extract of such record at not more than cost.

**CHAPTER X.**

**AMENDMENT OF THE ARTICLES OF ASSOCIATION AND DISSOLUTION.**

**LIQUIDATION.**

**Article 26. Amendment of the articles of association and dissolution.**

Any proposal by the Management Board to the General Meeting to amend the articles of association or to dissolve the company shall be stated in the convocation to the General Meeting of Shareholders. In the case of an amendment of the articles of association, a copy of the proposal including the literal text of the proposed amendment shall at the same time be made available at the company's office for inspection by shareholders until the end of the meeting.

**Article 27. Liquidation.**

1. In the event of dissolution of the company by virtue of a resolution of the General Meeting, the members of the Management Board shall be charged with the liquidation of the business of the company.
2. During liquidation, the provisions of these articles of association shall remain in force to the extent possible.

<reat:> Royal Notarial Association

3. The balance after the debts have been paid shall be transferred to the shareholders in proportion to the aggregate amount of their shares.

**Article 28. Transitional Clauses.**

The current financial year of the company will end on the thirty-first day of October two thousand and two. This Article will no longer apply or exist after the end of the current financial year.

**Final Clause.**

In conclusion, the party appearing stated:

- that with regard to changing the corporate form of the company into a private company with limited liability, Ernst & Young, accountants in Amsterdam, issued an auditor's report as referred to in Article 183 (1b), Book 2, Dutch Civil Code, evidencing that on the twenty-fourth day of June, two thousand and two, the company's net equity position at least amounted to two million two hundred and forty-six thousand two hundred and thirty-six euro and two-hundredth eurocent (EUR 2,246,263.02), being the paid and called-up part of the company's share capital at the time when these amendments of the articles of association and the change of the company's corporate form took effect; which auditor's report has been attached to this deed; and
- that the required Ministerial Declaration of No Objection was granted on the eighteenth day of September, two thousand and two, under number B.V. 177858, which is evidenced by a written statement of the Ministry of Justice which will be attached to this deed (*Appendix*).

Whereof deed, drafted in one original, executed in Amsterdam on the date given at the beginning of this deed. Prior to its reading, the content of this deed was summarised and explained to the party appearing. He then stated that he had taken cognisance of the content of this deed, agreed to it and did not value a full reading. Following a reading of such parts of the deed as prescribed by law, this deed was signed by the party appearing, who is known to me, deputy civil-law notary, and by me, deputy civil-law notary.

<two signatures>

AN003683.035  
FRESHFIELDS BRUCKHAUS DERINGER

of Justice

of Justice

to-General for the Prevention of Crime, Youth and Sanctions  
native Affairs Department

Reference: TPF/INDIGO

S. Perrick

75299  
AMSTERDAM

in of No Objection

your application for a Declaration of No Objection in respect of the following

ent of Articles of Association

as follows:

ions have been received by me.

WLETT-PACKARD INDIGO B.V.  
INDIGO N.V.

NV 177858

decision 18 September 2002

ter of Justice  
d by  
tor of Administrative Matters

>

e Integrity of the Business Sector Department

ent, please tick the box below and return this declaration.  
ension will not be used.

6407 0102-09

