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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Baumgartner Fibertec S.A. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Switzerland joint stock company

2. Name and address of receiving party(ies) Name: Filtrona Suisse SA Internal Address: Street Address: route de Bussigny 31 Switzerland City: Crissier State: Zip: CH-1023 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Switzerland company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: October 10, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,571,297 2,571,298 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: J. Scott Gerien, Esq. Internal Address: Owen, Wickersham & Erickson, PC 19th Floor Street Address: 455 Market Street City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 502333 (Attach duplicate copy of this page if paying by deposit account)

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9. 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. J. Scott Gerien Name of Person Signing Signature MAY 24, 2004 Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$65.00 502333 2571297

EXECUTION VERSION

**TRANSFER AND ASSIGNMENT AGREEMENT**

between

**Baumgartner Fibertec SA**

(the "Assignor")

and

**Filtrona Suisse SA**

(the "Assignee")

and

**Baumgartner Papiers Holding SA**

(the "Guarantor")

concerning

the transfer and assignment of IPR and Seller's Software

## PREAMBLE

### WHEREAS

- A) Assignor as seller and Assignee as purchaser have entered into an agreement concerning the sale and purchase of the Business dated 12 September 2003 (the "Fibertec Agreement").
- B) The Business comprises, *inter alia*, the IPR and the Seller's Software and Assignor has agreed to assign to the Assignee all its respective rights, titles and interest in and to the IPR and the Seller's Software.

NOW THEREFORE, the Parties agree as follows:

### 1 Interpretation

- 1 Unless defined otherwise herein and except to the extent that the context requires otherwise, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Fibertec Agreement.

### 2 In this Agreement:

- |                 |  |
|-----------------|--|
| Assigned IPR    | Shall have the meaning given to it in Clause 2 |
| Assigned Rights | Shall have the meaning given to it in Clause 2 |

### 2 Assignment

The Assignor herewith transfers and assigns to the Assignee with effect as of Completion:

- a) all of its rights, titles and interests in and to the trademarks and trademark applications as set out in Schedule 1;
- b) all of its rights, titles and interests in and to the patents and patent applications as set out in Schedule 2;
- c) all of its rights, titles and interests in and to all other IPR, including but not limited to those set out in Schedule 3; and
- d) all of its rights, titles and interests in and to the Seller's Software,

(all such assigned rights, titles and interests collectively the "Assigned IPR")

including

- e) all rights, powers, liberties and immunity attached to the Assigned IPR;
- f) all rights to sue for and to recover damages and further remedies in respect of any infringement of or act of passing off or unfair competition in respect of the Assigned IPR which may have occurred before Completion; and
- g) any goodwill attached to the Assigned IPR.

(the Assigned IPR including the rights, powers, goodwill etc. pursuant to lit. d), e), and f) collectively the "Assigned Rights"),

provided, however, that Assignor and its Affiliates shall retain a perpetual, non-exclusive, royalty-free, assignable license to exploit the Data Explorer software referred to in Schedule 2.15 to the Agreement.

### **3 Written Instruments and other Acts**

The Assignor hereby undertakes that it will, upon request of Assignee, execute, sign and do all such instruments, assignments, applications, documents, acts and things as may reasonably requested by Assignee in order to enable Assignee to enjoy the full benefit of the Assigned Rights, including, but not limited to, the registration of Assignee as owner of the Assigned Rights in the relevant registers.

### **4 Guarantee**

The Guarantor guarantees the performance by Assignor of its obligations under this Agreement and agrees to fully indemnify Assignee against all losses, damages, costs, expenses sustained by it in connection with the breach by Assignor of any of its obligations arising under this Agreement. If an Affiliate of the Guarantor other than the Assignor is the legal owner of any of the IPR, the Guarantor undertakes to cause such Affiliate to do any act necessary to assign, transfer and deliver such IPR to Assignee at Completion at no extra cost for Assignee.

### **5 Assignments and Transfers**

The rights and obligations of the Assignor under this Agreement may not be assigned or transferred without prior written consent of the Assignee.

### **6 Severability**

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity and be replaced by such valid and enforceable provision which the parties hereto consider,

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In good faith, to match as closely as possible the invalid and unenforceable provision and attaining the same or a similar economic effect. The remaining provisions of this Agreement shall continue to be binding and in full force and effect.

**7 Waivers and Modifications**

This Agreement may be terminated, amended or modified only specifically and in writing signed by the parties hereto.

**8 Law**

This Agreement shall be governed by and construed in accordance with the internal laws of Switzerland.

(Place, Date): Lausanne, 10 October 2003

Baumgartner Fibertec SA

by: [Signature]

Name: Romy  
Title: by power of attorney

by: \_\_\_\_\_

Name:  
Title:

(Place, Date): Lausanne, 10 October 2003

Baumgartner Papiers Holding SA

by: [Signature]

Name: Romy  
Title: by power of attorney

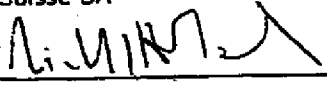
by: \_\_\_\_\_

Name:  
Title:

(Place, Date): Lausanne, 10 October 2003

[Handwritten mark]

Filtrona Suisse SA

by: 

Name: RICHARD J. H. MARSH

Title: BY POWER OF ATTORNEY

**Schedule 1**

**Trademarks and Trademark Applications**



03/09/03

Liste Marques par pays sans abd et arch - 1.8419 - BAUMGARTNER PAPIERS SA / BAUMGARTNER.FIBERTEC SA :

Dénomination principale marque	Pays	Type de dépôt	Classes	Evénement	Nature du suivi	Date de réalisation	Date échéance	Dossier
BAUMGARTNER + SCRIBPOINT fig.	SUISSE	DN	3	Dépôt	1046/1990.3	08/02/90		9
			3	Enregistrement	379916	08/02/90		9
			3	Renouvellement			08/02/10	
BAUMGARTNER SCRIBROD fig.	ALLEMAGNE	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	AUTRICHE	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	BENELUX	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	ESPAGNE	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	FRANCE	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	ITALIE	AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
	JAPON	DN	25	Dépôt	3-75437	19/07/91		1
			25	Enregistrement	2661655	31/05/94		1
			25	Renouvellement			31/05/04	
PROCEDURE INTERNATIONALE		AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	
REPUBLIQUE TCHEQUE		AM2	16	Dépôt	570 673	02/05/91		1
			16	Enregistrement	570 673	02/05/91		1
			16	Droits des le			23/09/83	
			16	Renouvellement			02/05/11	1

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Liste Marques par pays sans abd et arch - 1.B419 - BAUMGARTNER PAPIERS SA / BAUMGARTNER-FIBERTEC SA

Dénomination principale marque	Pays	Type de dépôt	Classes	Evénement	Nature du suivi	Date de réalisation	Date échéance	Dossier
BAUMGARTNER SCRIBROD fig.	ROYAUME-UNI	DN	16	Dépôt	957311	28/1/69		1
			16	Enregistrement	957311	28/1/69		1
			16	Renouvellement	957311	28/1/76		1
			16	Renouvellement	957311	28/1/80		1
			16	Renouvellement		28/1/04		1
			16	Dépôt	date estimée	28/1/69		1
	SUISSE	DN	16	Enregistrement	242792	28/1/69		1
			16	Renouvellement	380758	28/03/90	28/1/89	1
	YUGOSLAVIE	AM2	16	Renouvellement			28/1/09	1
			16	Dépôt	570 673	02/05/91		1
	ALLEMAGNE	AM1	16	Enregistrement	570 673	02/05/91		1
			16	Renouvellement			02/05/11	1
	COREE DU SUD	DN	34	Dépôt	758512	21/05/01		10
			34	Dépôt	2001/0022723	25/05/01		10
	ETATS-UNIS	DN	34	Enregistrement	526637	31/07/02		10
			34	Renouvellement			31/07/12	10
FEDERATION DE RUSSIE	AM1	34	Dépôt	76/260.870	23/05/01		10	
		34	Enregistrement	2.571.297	21/05/02		10	
GRECE	PM	34	Renouvellement			21/05/12	10	
		34	Dépôt	758512	21/05/01		10	
HONGRIE	AM1	34	Droits des le			24/07/01	10	
		34	Dépôt	758512	21/05/01		10	
ITALIE	AM1	34	Enregistrement	758512	21/05/01		10	
		34	Renouvellement	758512	21/05/01		10	
JAPON	PM	34	Dépôt	758512	21/05/01		10	
		34	Enregistrement			21/05/11	10	
PROCEDURE INTERNATIONALE	AM1	34	Renouvellement			21/05/11	10	
		34	Dépôt	758512	21/05/01		10	
CAVIFLEX	PM	34	Enregistrement	758512	21/05/01		10	
		34	Dépôt	758512	21/05/01		10	
TRADEMARK	PM	34	Enregistrement	758512	21/05/01		10	
		34	Dépôt	758512	21/05/01		10	

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Liste Marques par pays sans abd et arch - 1.8419 - BAUMGARTNER PAPIERS SA / BAUMGARTNER FIBERTEC SA

Dénomination principale marque	Pays	Type de dépôt	Classes	Evénement	Nature du suivi	Date de réalisation	Date échéance	Dossier	
CAVIFLEX	ROYAUME-UNI	PM	34	Dépôt	758512	21/05/01		10	
			34	Enregistrement	758512	21/05/01		10	
			34	Renouvellement			21/05/11		10
		SUISSE	DN	34	Dépôt	14032/2000	27/11/00		10
				34	Enregistrement	483945	20/04/01		10
				34	Renouvellement			27/11/10	
	CAVITEC	VENEZUELA	DN	34	Dépôt	8776/2001	24/05/01		11
				34	Dépôt	758513	21/05/01		11
		ALLEMAGNE	AM1	34	Enregistrement	758513	21/05/01		11
				34	Renouvellement			21/05/11	
		COREE DU SUD	DN	34	Dépôt	2001-002724	25/05/01		11
				34	Enregistrement	526638	31/07/02		11
ETATS-UNIS	DN	34	Renouvellement				31/07/12	11	
		34	Dépôt	76/260,871	23/05/01		11		
GRECE	PM	34	Enregistrement	2,571,298	21/05/02		11		
		34	Renouvellement			21/05/12		11	
HONGRIE	AM1	34	Dépôt	758513	21/05/01		11		
		34	Enregistrement	758513	21/05/01		11		
ITALIE	AM1	34	Enregistrement				21/05/11	11	
		34	Renouvellement			21/05/11		11	
JAPON	PM	34	Dépôt	758513	21/05/01		11		
		34	Enregistrement	758513	21/05/01		11		
PROCEDURE INTERNATIONALE	AM1	34	Renouvellement				21/05/11	11	
		34	Dépôt	758513	21/05/01		11		
	PM	34	Enregistrement				21/05/11	11	
		34	Renouvellement			21/05/11		11	

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Liste Marques par pays sans abd et arch - 1.8419 - BAUMGARTNER PAPIERS SA / BAUMGARTNER FIBERTEC SA

Dénomination principale marque	Pays	Type de dépôt	Classes	Evénement	Nature du suivi	Date de réalisation	Date échéance	Dossier	
CAVITEC	ROYAUME-UNI	PM	34	Dépôt	758513	21/05/01		11	
			34	Enregistrement	758513	21/05/01		11	
			34	Renouvellement			21/05/11		11
	SUISSE	DN	34	Dépôt	14031/2000	27/11/00			11
			34	Enregistrement	483944	20/04/01			11
			34	Renouvellement			27/11/10		11
RTC BAUMGARTNER	VENEZUELA	DN	34	Dépôt	8774/2001	24/05/01		11	
			34	Dépôt	7933	25/10/89			8
	SUISSE	DN	34	Enregistrement	377136	25/10/89		8	
			34	Renouvellement			25/10/09		8
SCRIBPOINT	PROCEDURE INTERNATIONALE	AM2	3,16	Dépôt		21/09/90		7	
			3,16	Enregistrement	560.929	21/09/90		7	
			3,16	Renouvellement			21/09/10		7
	SUISSE	DN	3,16	Dépôt	7812	20/10/89			7
			3,16	Enregistrement	378627	20/10/89			7
			3,16	Renouvellement			20/10/09		7
SCRIBROD	ARGENTINE	DN	16	Dépôt	2.013.266	13/12/85		2	
			16	Enregistrement	1.619.284	18/10/86		2	
			16	Renouvellement			18/10/06		2
	CANADA	DN		Dépôt	221.234	17/06/77			2
				Enregistrement	221.234	17/06/77			2
				Renouvellement	221.234	17/06/92			2
COCCABAROD	ALLEMAGNE	AM2		Renouvellement			37/06/07	2	
			16,21	Dépôt	526426	14/03/88		6	
			16,21	Enregistrement	526426	14/03/88		6	
	AUTRICHE	AM2	16,21	Renouvellement			14/03/08		6
			16,21	Dépôt	526426	14/03/88		6	
			16,21	Enregistrement	526426	14/03/88		6	
BENELUX	AM2	16,21	Renouvellement			14/03/08		6	
		16,21	Dépôt	526426	14/03/88		6		
		16,21	Enregistrement	526426	14/03/88		6		

03/09/03

Liste Marques par pays sans abd et arch - 1 B419 - BAUMGARTNER PAPIERS SA / BAUMGARTNER FIBERTEC SA

Dénomination principale marque	Pays	Type de dépôt	Classes	Evénement	Nature du suivi	Date de réalisation	Date échéance	Dossier	
SCRIBROD BAUMGARTNER SCRIBROD	ESPAGNE	AM2	16.21	Dépôt	526426	14/03/88		6	
			16.21	Enregistrement	526426	14/03/88		6	
	FRANCE	AM2	16.21	Renouvellement				14/03/08	6
			16.21	Dépôt	526426	14/03/88		6	
			16.21	Enregistrement	526426	14/03/88		6	
	USA	ON	16.21	Renouvellement				14/03/08	6
			5	Enregistrement	1 250 879	13/09/83		5	
	ITALIE	AM2	16.21	Dépôt	526426	14/03/88		13/09/03	6
			16.21	Enregistrement	526426	14/03/88		6	
	LIECHTENSTEIN	AM2	16.21	Renouvellement				14/03/08	6
			16.21	Dépôt	526426	14/03/88		6	
			16.21	Enregistrement	526426	14/03/88		6	
	PROCEDURE INTERNATIONALE	AM2	16.21	Renouvellement				14/03/08	6
			16.21	Dépôt	526426	14/03/88		6	
	REPUBLIQUE TCHEQUE	AM2	16.21	Enregistrement				14/03/08	6
			16.21	Renouvellement				14/03/08	6
			16.21	Dépôt	526426	14/03/88		6	
	ROYAUME-UNI	DN		Dépôt	1.341.270		19/05/89		6
				Enregistrement	1.341.270		19/05/89		6
				Renouvellement	1.341.270		13/11/94		6
SUISSE	DN		Renouvellement				13/11/04	6	
		16.21	Dépôt	7580	13/11/87		6		
JAPON	DN	16.21	Enregistrement	350.600		13/11/87		6	
		16.21	Renouvellement				13/11/07	6	
SCRIBPOINT		DN	21	Enregistrement	2 586 990	29/10/93	29/10/03	802	

A noter que pour les marques SCRIBROD au Venezuela et BAUMGARTNER SCRIBROD aux Etats-Unis l'échéance est tombée respectivement les 15 et 19 juin 2003. Cependant ces marques pourraient être encore renouvelées dans le délai de grâce lequel expirera le 15 décembre 2003 pour le Venezuela et le 19 décembre 2003 pour les Etats-Unis, sachant que pour ce dernier une preuve d'usage sera nécessaire.

SCRIBROD	VENEZUELA	DN	16		88877-F		15/06/03	2
BAUMGARTNER SCRIBROD	Etats-Unis	DN	16		961.518		19/06/03	1

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