

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SICPA Holding S.A.		09/08/2005	COMPANY: SWITZERLAND

RECEIVING PARTY DATA

Name:	SICPA Benelux NV
Street Address:	Rijksweg 10
City:	Bornem
State/Country:	BELGIUM
Postal Code:	2880
Entity Type:	COMPANY: BELGIUM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2717720	SICURA
Registration Number:	2662294	OPTION

CORRESPONDENCE DATA

Fax Number: (202)331-4308
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-293-7060
 Email: ksmith@sughrue.com, vmullineaux@sughrue.com
 Correspondent Name: Kevin G. Smith
 Address Line 1: 2100 Pennsylvania Avenue, N.W.
 Address Line 2: Suite 800
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	S4050
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DOMESTIC REPRESENTATIVE

Name:

CH \$65.00 2717720

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kevin G. Smith

Signature:

/Kevin G. Smith/

Date:

05/15/2006

Total Attachments: 9

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8 September 2005

SICPA HOLDING S.A.

NV SICPA BENELUX S.A.

DEED OF ASSIGNMENT OF TRADE MARKS



FRESHFIELDS BRUCKHAUS DERINGER

TRADEMARK

REEL: 003308 FRAME: 0215

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DEED OF ASSIGNMENT OF TRADE MARKS made on *8 September 2005***BETWEEN**

- (1) **SICPA Holding S.A.** a company incorporated under the laws of Switzerland whose registered office is at 41 Avenue Florissant, CH-1008 Prilly, Switzerland (the *Assignor*); and
- (2) **NV SICPA Benelux S.A.**, a company incorporated under the laws of Belgium, whose registered office is at Rijksweg 10, 2880 Bornem (the *Assignee*).

WHEREAS

- (A) The Assignor is the owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee, on the terms and conditions set out in this Deed of Assignment. This Deed of Assignment is entered into pursuant to the Sale and Purchase Agreement (as defined below).

IT IS AGREED as follows:**1. INTERPRETATION**

1.1 In this Deed of Assignment capitalised terms shall have the same meanings given to those terms in the Sale and Purchase Agreement, except for the following terms, which shall have the following meanings:

Sale and Purchase Agreement means the sale and purchase agreement dated between, amongst others, the Assignor and the Assignee;

Trade Marks means the trade mark registrations and applications for registration set out in Schedule 1 and all other trade marks used exclusively in the PIBU Business and *Trade Mark* means any one of them.

1.2 In this Deed of Assignment, unless the context otherwise requires:

- (a) references to *persons* include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and do not affect the construction of the Deed of Assignment;
- (c) references to one gender include all genders; and
- (d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

1.3 The Schedule comprises a schedule to this Deed of Assignment and forms part of this Deed of Assignment.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee, subject to the terms and conditions of any licences granted to third parties, all its right, title and interest in and to the Trade Marks, including without limitation:

- (a) the benefit of the applications for registration with the intention that when the applications are granted the registrations shall vest in the Assignee;
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods and services in respect of which the Trade Marks are registered or used; and
- (c) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of any of the Trade Marks which may have occurred before the date of this Deed of Assignment.

3. FURTHER ASSURANCE

3.1 The Assignor shall perform all further acts and things, and execute and deliver all further documents, required by law or reasonably required by the Assignee for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed of Assignment. The Assignor and Assignee shall bear any costs incurred under this Clause 3.1 equally.

3.2 The Assignor's obligations in Clause 3.1 shall include executing as soon as reasonably practicable any deeds, agreements or other documents required by the Assignee to effect registration or recordal of the assignment of any of the Trade Marks in any jurisdiction.

4. WAIVERS

No failure or delay by either party in exercising any right or remedy provided by law or under or pursuant to this Deed of Assignment shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

5. AMENDMENT

5.1 No variation of this Deed of Assignment shall be valid unless it is in writing and signed by or on behalf of both parties.

5.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed of Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed of Assignment which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Deed of Assignment shall remain in full force and effect, except and only to the extent that they are so varied.

6. ENTIRE AGREEMENT

6.1 This Deed of Assignment set out the entire agreement and understanding between the parties in respect of the subject matter of this Deed of Assignment. It is agreed that:

- (a) neither party has entered into this Deed of Assignment in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed of Assignment;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed of Assignment;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

7. GOVERNING LAW AND JURISDICTION

7.1 This Deed of Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

7.2 Each of the parties agree that the courts of England are to have non-exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed of Assignment or otherwise arising in connection with this Deed of Assignment and for such purposes irrevocably submit to the jurisdiction of the English courts.

8. COUNTERPARTS

This Deed of Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Deed of Assignment has been executed as a deed and delivered by the authorised representatives of the parties on the day and year first written above.

EXECUTED as a DEED and DELIVERED on behalf of SICPA HOLDING S.A. a company incorporated in Switzerland by JAN SECHER and ERNESTO TRAUSEN being persons who, in accordance with the laws of that territory, are acting under the authority of SICPA HOLDING S.A.

[Handwritten signature]
[Handwritten signature]

EXECUTED as a DEED and DELIVERED on behalf of NV SICPA BENELUX S.A. a company incorporated in Belgium by Herbert Forker and Oliver Wiffmann being persons who, in accordance with the laws of that territory, are acting under the authority of NV SICPA BENELUX S.A.

[Handwritten signature]
[Handwritten signature]

SCHEDULE 1

TRADE MARKS

Registration No.	Country	Mark	Applicant	Priority Date	Registration Date	Class
WSIC063AR	AR	OPTION	2346285	20.07.2001	29.12.2000	F 02
WSIC049AR	AR	SICURA	2239329	07.09.1999	1.814.722	R 02
WSIC063WAT	AT	OPTION	764526	16.08.2001	27.09.2001	R 02
WSIC049WAT	AT	SICURA	722440	03.04.2001	10.05.2001	R 02
PM/MYG	AT	MASTERBLEND INKS FOR YOUR CREATIONS	826117	26.02.04	26.02.04	R 02 09 16 40
WSIC063WAW	AU	OPTION	764526	16.08.2001	28.03.2002	R 02
WSIC049AU	AU	SICURA	803418	11.08.1999	18.02.2000	R 02
PM/MYG	AU	MASTERBLEND INKS FOR YOUR CREATIONS	826117	26.02.04	26.02.04	R 02 09 16 40
WSIC063BR	BR	OPTION	824035917	14.09.2001		F 02
WSIC049BR	BR	SICURA	822044161	21.09.1999	23.09.2003	R 02
WSIC063WEX	BX	OPTION	764526	16.08.2001	27.09.2001	R 02
WSIC046WEX	BX	TEMPO	709530	02.02.1999	15.04.1999	R 02
PM/MYG	BX	MASTERBLEND INKS FOR YOUR CREATIONS	826117	26.02.04	26.02.04	R 02 09 16 40

Reference	Country	Mark	Application Date	Application Number	Registration Date	Registration Number	Status	Class
WSIC063WSE	SE	OPTION	16.08.2001	764526	27.09.2001	764526	R	02
WSIC049WSE	SE	SICURA	11.11.1999	722 440	09.12.1999	722 440	R	02
WSIC046WSE	SE	TEMPO	02.02.1999	709530	19.04.2002	709530	R	02
PM/MYG	SE	MASTERBLEND INKS FOR YOUR CREATIONS	26.02.04	826117	26.02.04	826117	R	02 09 16 40
WSIC033SG	SG	ACACIA	22.12.1998	S/12678/98	21.12.1999	T98/126781	R	02
PM/MYG	SG	MASTERBLEND INKS FOR YOUR CREATIONS	26.02.04	826117	26.02.04	826117	R	02 09 16 40
WSIC049SG	SG	SICURA	13.09.1999	T99/10045G	23.08.2000	T99/10045 G	R	02
WSIC063WSI	SI	OPTION	16.08.2001	764526	27.09.2001	764526	R	02
WSIC063WSK	SK	OPTION	16.08.2001	764526	27.09.2001	764526	R	02
WSIC033TH	TH	ACACIA	22.12.1998	376996	01.11.2000	TM122797	R	02
WSIC063TH	TH	OPTION	27.07.2001	460966	01.07.2002	TM162665	R	02
WSIC049TH	TH	SICURA	18.04.2001	451143	01.07.2002	764526	R	02
WSIC063WTR	TR	OPTION	16.08.2001	764526	07.03.2002	722 440	R	02
WSIC049WTR	TR	SICURA	03.04.2001	722 440	01.11.1999	872805	R	02
WSIC033TW	TW	ACACIA	22.12.1998	87061458	01.06.2002	1000536	R	02
WSIC063TW	TW	OPTION	19.07.2001	90029786	16.02.2002	983515	R	02
WSIC049TW	TW	SICURA	06.04.2001	90 012 827	27.09.2001	764526	R	02
WSIC063WUA	UA	OPTION	16.08.2001	764526	17.12.2002	2,662,294	R	02
WSIC063US	US	OPTION	14.08.2001	76/298,650	26.02.04	826117	R	02 09 16 40
PM/MYG	US	MASTERBLEND	26.02.04	826117	26.02.04	826117	R	02 09 16 40

Reference	Country	Mark	Indication	Application	Registration	Status	Class
			Date	Number	Date	Number	
		INKS FOR YOUR CREATION					
WSIC049US	US	SICURA	29.11.1999	75/858,809	20.05.2003	2,717,720	02
WSIC063WVN	VN	OPTION	16.08.2001	764526	27.09.2001	764526	VN02
WSIC063WO	WO	OPTION	16.08.2001	764526	27.09.2001	764526	02
WSIC049WO	WO	SICURA	11.11.1999	722 440	09.12.1999	722 440	02
PM/MYG	WO	ACCESS (fig)	06.04.2005				02 09 16 40
PM/MYG	WO	UNICOR (fig)	06.04.2005				45
PM/MYG	WO	TEMPO (fig)	06.04.2005				02 09 16 40
WSIC063WYU	YU	OPTION	16.08.2001	764526	27.09.2001	764526	45
WSIC063ZA	ZA	OPTION	02.08.2001	2001/13334			02
WSIC049ZA	ZA	SICURA	09.09.1999	99/16600	07.02.2003	1999/16600	02
-	Kenya	SICURA	05.04.2005	-	05.04.2005	IR-722440	02
-	Kenya	TEMPO	05.04.2005	-	05.04.2005	IR-709530	-
-	Kenya	TEMPO (fig)	05.04.2005	International	Registration	-	-
-	Kenya	ACCESS (fig.)	05.04.2005	Registration	in progress	-	-
-	Kenya	UNICOR (fig.)	05.04.2005	International	Registration	-	-
-	Kenya	UNICOR (fig.)	05.04.2005	Registration	in progress	-	-
-	Tanzania	TEMPO (fig.)	05.04.2005	International	Registration	-	-
-			05.04.2005	Registration	in progress	-	-
-			(priority Union of Paris)	ARIPO		-	-
-				application		-	-