

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SICPA Holding S.A.		07/26/2007	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA	
Name:	NOMA Holding S.A.
Street Address:	Domaine de Bougy
Internal Address:	c/o Mr. Philippe Amon
City:	Aubonne
State/Country:	SWITZERLAND
Postal Code:	1170
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1565337	SICPA
Registration Number:	2266361	SICPA
Registration Number:	2375720	SICPA
Registration Number:	2412710	OVI
Registration Number:	2535979	OVI
Registration Number:	2667899	THE SIGNATURE OF GLOBAL SECURITY
Registration Number:	2668140	SICPA OASIS
Registration Number:	2728554	SICPAPROTECT
Registration Number:	2728555	SICPAMARK
Registration Number:	2749219	SICPATRACE
Registration Number:	2770632	SICPASECUR
Registration Number:	2770665	SICPAMOBILE
Registration Number:	2773085	SICPASTAR

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Registration Number:	2816140	SICPAGUARD
Registration Number:	2818813	SICPASHIFT
Registration Number:	2890857	SICPATALK
Registration Number:	3037106	SICPADATA

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: kdaniels@sughrue.com
Correspondent Name: Jody H. Drake, Esq.
Address Line 1: Sughrue Mion, PLLC
Address Line 2: 2100 Pennsylvania Ave., NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

ATTORNEY DOCKET NUMBER: 800384

DOMESTIC REPRESENTATIVE

Name: Jody H. Drake, Esq.
Address Line 1: Sughrue Mion, PLLC
Address Line 2: 2100 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

NAME OF SUBMITTER: Jody H. Drake

Signature: /Jody H. Drake/

Date: 06/10/2008

Total Attachments: 8

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Enclosure 2

Intellectual Property Transfer Agreement

This Intellectual Property Transfer Agreement (the "Agreement") is made on July 26, 2007 by and between SICPA Holding S.A., a company incorporated in Switzerland and having its registered office at 41 avenue de Florissant, 1008 Prilly, Switzerland ("SICPA") and NOMA Holding S.A., a company incorporated in Switzerland and having its registered office at Domaine de Bougy, c/o Mr. Philippe Amon, 1170 Aubonne, Switzerland (the "Company"). Each of SICPA and the Company to be referred to individually as a "Party" and collectively, when the context so permits, as the "Parties".

WHEREAS

- A. SICPA is the sole beneficial and economic owner of all the Intellectual Property of the Sicpa Group worldwide, including without limitation the Intellectual Property rights owned by, and/or registered or recorded in the name of, the Affiliates (as such terms are defined below);
- B. SICPA (acting in its own name and for its own account and in the name and on behalf of its Affiliates) has agreed to sell and transfer all of its (and all of its Affiliates') right, title and interest in and to the Intellectual Property (as defined below) to the Company; and
- C. The Company has agreed to purchase and accept the same against payment of the Consideration (as defined below).

NOW, IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS.

In this Agreement the following terms have the following meanings:

"Affiliate" means any entity or a person (past and present), which is controlled by, controls or is under common control of SICPA. For this purpose, "control" means that a person or an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person or entity, whether through the ownership of voting shares, by contract or otherwise.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in Lausanne, Switzerland.

"Completion" means the completion of the transfer of the Intellectual Property hereunder in accordance with Section 3.

"Consideration" has the meaning given to it in Section 2.2.

"Intellectual Property" means all patents, registered designs and applications thereof and the right to apply thereon, copyright, unregistered design rights, topography rights, database rights, rights in

know-how, rights in inventions, trademarks (whether registered, pending or unregistered), brand names, domain names and all and any similar industrial or intellectual property rights by whatever name called which, upon the execution of this Agreement, arise in any country in the world and are owned by SICPA or any of its Affiliates. A list of the Intellectual Property shall be provided to the Company in accordance with the terms and conditions set forth in Section 3.2 (b) (ii) below.

"Third Party" means any person or entity other than the Parties.

"Transfer Date" means the date of execution of this Agreement.

2. THE TRANSFER

2.1 Effective as of the Transfer Date, SICPA hereby sells and transfers to the Company, its successors and assigns, and the Company hereby purchases, all of SICPA's right, title and interest and all of the Affiliates' right, title and interest in and to the Intellectual Property and the registration thereof without limitation, the right to any renewals and extensions that may be granted thereon, the rights to apply for protection in any country including the benefit of priority dates, the right to prosecute any applications therefor, together with the goodwill of the business with which the Intellectual Property is used, and the entire right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, together with the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property rights sold under this Agreement.

2.2 The Consideration for the sale and transfer provided for in Section 2.1 shall be the sum set forth in Schedule 1 to this Agreement. The payment date for all or part of the Consideration and all other payment related issues, which shall be on arm's length terms, shall be further specified in a separate agreement between the Parties.

2.3 The Parties assume that the liability pursuant to the Swiss Value Added Tax ("VAT") can be fulfilled by the reporting procedure as stated in Article 47 para. 3 of the Swiss VAT Act. SICPA undertakes to duly file a declaration of the transaction with the Swiss Federal Tax Authority in writing within 30 days as of the Transfer Date, i.e. to complete and file form 764 of the Swiss federal tax authorities including any necessary annexes and to timely fulfil any further actions necessary or useful in connection with the foregoing. SICPA may not charge VAT to the Company provided that the reporting procedure applies. Should the Federal Tax Authority not apply the reporting procedure, SICPA has the right to charge the VAT to the Company at the tax rate applicable at the invoice date. In that case, SICPA has the obligation to issue an invoice including all requirements in compliance with Article 37 of the Swiss VAT Act. The Company is obliged to pay the VAT within 30 days from receipt of the invoice.



2.4 THE COMPANY HEREBY ACKNOWLEDGES THAT SICPA MAKES NO REPRESENTATION OR WARRANTY TO THE COMPANY UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY, AND THAT THE ABOVE SALE AND TRANSFER IS MADE TO THE COMPANY ON AN "AS IS" BASIS.

3. COMPLETION; FAILURE TO COMPLY

3.1 The sale and purchase of the Intellectual Property shall be completed, and legal title and ownership in respect of the Intellectual Property shall be deemed to pass to the Company, in each case, with effect as of the Transfer Date. For the purpose of effecting the assignment of the Intellectual Property, SICPA hereby assigns the Intellectual Property to the Company.

3.2 SICPA shall:

(a) do all acts and cause to be delivered, executed or made available to the Company, at any time upon request, without further or additional consideration, such additional documents as the Company may reasonably require to complete and perfect the sale, transfer, assignment and purchase of the Intellectual Property set forth herein;

(b) no later than:

(i) four (4) weeks from the Business Day on which this Agreement is signed, provide the Company with a certified copy of the original final release and transfer from pledge of the Intellectual Property (unless otherwise indicated by the Company);

(ii) October 31, 2007 provide the Company with an exhaustive list of all the Intellectual Property which is the subject of this Agreement (unless otherwise indicated by the Company), it being understood that SICPA remains free to provide the Company at any time within the period set out in this Section 3.2 (b) (ii) with a list of all the Intellectual Property rights (broken-down by country, kind of rights or in any other manner whatsoever);

(iii) October 31, 2007 provide the Company with all trademark and patent files and all original certificates or, if such originals are not available, with such statements as may be required in order for the Company to request duplicates (unless otherwise indicated by the Company).

(c) do such other things reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

3.3 The Company shall:



- (a) timely pay or cause to be paid the Consideration to SICPA or to whom and in the manner as SICPA may direct; and
- (b) cause to be delivered or made available to SICPA such additional documents as SICPA may reasonably require to complete the sale and purchase of the Intellectual Property; and
- (c) do such other things reasonably necessary to give full effect to this Agreement.

3.4 Should SICPA fail to perform the obligations set forth in Section 3.2 above, the Company may, in its sole discretion, elect to terminate this Agreement and request full refund of the Consideration or grant SICPA an additional period to comply with such obligations.

4. LICENSE

4.1 The Company grants to SICPA and its Affiliates (other than the Company) a perpetual, royalty-free, non-exclusive license to use all transferred Intellectual Property that has a relation or application to the business of SICPA or any Affiliate other than the Company. SICPA and its Affiliates may sublicense this license solely in connection with the operation of their businesses, and not for the independent use of any third party. SICPA and its Affiliates may assign this license only in connection with the merger, reorganization or sale of any of their businesses to which this license relates. Any purported sublicense or assignment by SICPA or an applicable Affiliate in violation of the foregoing shall be null and void and of no force or effect. To the extent SICPA or any Affiliate (other than the Company), on the one hand, and the Company or any current or future Affiliate, on the other hand, enter into any future agreement governing a Party's use of specific items of intellectual property of the other Party, such specific provisions (and the term of any such permitted use) shall be deemed to supersede and modify accordingly the above general license.

4.2 The Company undertakes to strictly comply with all and any agreements entered into by and between SICPA and/or its Affiliates and any Third Party, under which rights (including without limitation license rights) in the Intellectual Property have been licensed, sub-licensed or otherwise transferred by SICPA and/or its Affiliates to a Third Party.

5. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement among the Parties as to matters covered herein and therein and supersedes any prior understanding, agreement or statement (written or oral) of intent among the Parties with respect to the subject matter hereof.

6. COUNTERPARTS



This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7. VARIATION

No waiver shall be deemed to have been made by either Party of any of its rights under this Agreement (including its Schedules, which form an integral part thereof) unless the same is in writing and is signed on its behalf by an authorized signatory. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. To be binding, any amendment of this Agreement must be effected by an instrument in writing signed by the Parties.

8. NOTICES

All notices, demands, instructions, waivers, consents or other communications to be provided pursuant to this Agreement shall be in writing, shall be effective upon receipt, and shall be sent by hand, facsimile, air courier or certified or registered mail, return receipt requested, as follows:

If to the Company:

Attention: Legal Counsel

Telephone: +41 21 627 55 55

Facsimile: +41 21 627 55 03

If to SICPA:

Attention: Legal Counsel

Telephone: +41 21 627 55 55

Facsimile: +41 21 627 55 03

or to such other address as a Party may specify by notice from time to time in writing to the other Party in the manner specified in this Section.

9. MISCELLANEOUS

9.1 SICPA and the Company shall each pay its own costs, charges and expenses incurred in connection with the preparation and implementation of this Agreement and the transactions contemplated by it.

9.2 This Agreement is binding upon, and inures to the benefit of, the Parties and their respective legal representatives, successors and permitted assigns.

10. GOVERNING LAW; SUBMISSION TO JURISDICTION


This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland without regard to conflicts of laws principles. The Parties hereto submit to the exclusive jurisdiction of the competent courts of the canton of Vaud, venue being Lausanne, Switzerland, for the purposes of any action or proceeding arising out of or relating to this Agreement and waive and agree not to assert by way of motion, defense or otherwise, in any action or proceeding, any claim that such courts lack personal or subject matter jurisdiction.

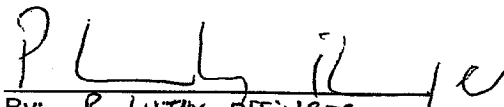
[signature page follows]

A handwritten signature in black ink, consisting of several overlapping, stylized strokes.


IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of the Parties the day and year first above written.

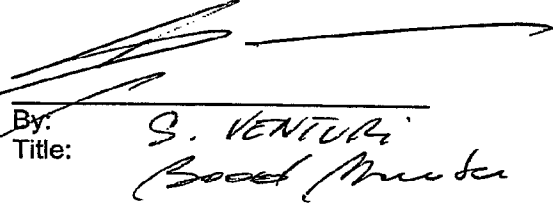
SICPA Holding S.A. (acting in its own name and for its own account and in the name and on behalf of its Affiliates)


By: A. DÖBLER
Title: CFO


By: P. LUTHY ESSINGER
Title: HR Director

NOMA Holding S.A.


By:
Title:


By: S. VENTURI
Title: Board Member

Trademarks to be transferred

Our Ref.	Country	Applicant	TM	Application no.	Application date	Registration no.	Registration date	Class
	United States of America							
WSIC013US	US	SICPA Holding SA	SICPA (fig.)	75387,707	10.11.1997	2,375,720	08.08.2000	01.02.09.16
WSIC017US	US	SICPA Holding SA	SICPA	73738,585	07.07.1988	1,565,337	14.11.1989	02
WSIC025US	US	SICPA Holding SA	OVI	74675,292	19.04.1995	2,412,740	12.12.2000	01.02.16
WSIC028US	US	SICPA Holding SA	SICPA	75387,708	10.11.1997	2,266,361	03.08.1999	09.16
WSIC050US	US	SICPA Holding SA	SICPASECUR	76111,783	17.08.2000	2,770,632	07.10.2003	02.09.16.38.39.42
WSIC051US	US	SICPA Holding SA	SICPAMARK	76111,781	17.08.2000	2,728,565	24.06.2003	02.09.16.38.39.42
WSIC053US	US	SICPA Holding SA	SICPATRACE	76411,779	17.08.2000	2,749,219	12.08.2003	02.09.16.38.39.42
WSIC054US	US	SICPA Holding SA	SICPAPROTECT	76111,775	17.08.2000	2,728,554	24.06.2003	02.09.16.38.39.42
WSIC056US	US	SICPA Holding SA	OVI	76423,782	06.09.2000	2,585,979	05.02.2002	02.17
WSIC059US	US	SICPA Holding SA	SICPAMOBILE	76179,138	12.12.2000	2,770,665	07.10.2003	02.09.38.39.42
WSIC062US	US	SICPA Holding SA	SICPA OASIS	76231,360	27.03.2001	2,668,140	31.12.2002	02
WSIC068US	US	SICPA Holding SA	SICPASHIFT	76372,586	15.02.2002	2,818,813	02.03.2004	02.45
WSIC067US	US	SICPA Holding SA	SICPAGUARD	76881,419	08.03.2002	2,816,140	24.02.2004	02.09.16.45
WSIC068US	US	SICPA Holding SA	SICPASTAR	76349,544	18.12.2001	2,773,085	14.10.2003	02.09.42
WSIC069US	US	SICPA Holding SA	SICPATALK	76503,090	01.04.2003	2,890,857	05.10.2004	02.06.16.45
WSIC070US	US	SICPA Holding SA	SICPADATA	76535,315	06.08.2003	3,037,106	03.01.2006	01.02.09.16.40.45
WSIC058US	US	SICPA Holding SA	THE SIGNATURE OF GLOBAL SECURITY	76452,641	24.10.2000	2,667,899	31.12.2002	02.09.16.42