

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kardex USA Inc.		01/01/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kardex AG		
<b>Street Address:</b>	Thurgauerstrasse 40		
<b>City:</b>	Zurich		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	8050		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0377986	KARDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)628-8844		
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<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 0377986

**900175017**

**TRADEMARK  
 REEL: 004304 FRAME: 0695**

Address Line 4:

NAME OF SUBMITTER:

Jeffrey D. Sanok

Signature:

/Jeffrey D. Sanok, Reg. No. 32,169/

Date:

10/27/2010

**Total Attachments: 13**

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**TRANSFER AGREEMENT**

**FOR**

**INTANGIBLES**

**between**

**Kardex USA Inc., United States**

**and**

**Kardex AG, Switzerland**

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## I. PARTIES

### On one side

**Kardex USA Inc.**, a corporation duly incorporated and existing under the laws of the State of Pennsylvania, United States of America, with registered offices at 114 Wetview Ave, Marietta OH 45750

*(hereinafter referred to as the "Transferor")*

### and on the other side

**Kardex AG**, a Swiss corporation duly incorporated and existing under the laws of Switzerland with registered offices at Thurgauerstrasse 40, 8050 Zurich, Switzerland.

*(hereinafter referred to as the "Transferee")*

## II. RECITALS

- I. **WHEREAS**, Transferor and Transferee are affiliated companies, both of them belonging to an international group of companies, which is operative in the business of production and distribution of technology and appliances for storage systems (hereinafter referred to as "the Group").
- II. **WHEREAS**, Transferor is registered in numerous jurisdictions as the legal and registered owner of numerous trademarks, one patent and certain domain names (hereinafter referred to as "the Intangibles"). A list of the Intangibles is contained in **Exhibit 1** to this Agreement
- III. **WHEREAS**, the Group is going through an internal reorganisation process which has as a consequence *inter alia* that certain functions within the Group are relocated to appropriate entities. In this re-distribution of functions, Transferee has been allocated certain functions which are directly related with the further development and the exploitation of the Intangibles.

IV. **WHEREAS**, it is in the nature of things that as a consequence of the functions re-allocation, Transferee shall become the owner of the Intangibles, so that it can carry out those functions which have been allocated to it.

V. **WHEREAS**, both Transferor and Transferee are interested in the transfer of the Intangibles from Transferor to Transferee.

**NOW THEREFORE**, the parties hereto have decided to enter into this Transfer Agreement for Intangibles (hereinafter called "the Agreement"), which shall be governed by the following

### III. COVENANTS

#### ARTICLE 1 TRANSFER

##### 1.1 Purchase and Sale

Subject to the terms and conditions hereof, Transferor hereby transfers and assigns as of the Effective Date the Intangibles to Transferee, and Transferee hereby acquires the Intangibles from Transferor as of such Effective Date.

##### 1.2 Effective Date

The parties hereto agree that the transfer of the Intangibles shall be effective retroactively as of January 1, 2010, which is agreed by the parties to be the Effective Date. Titles and risk of the Intangibles shall pass from Transferor to Transferee as of the Effective Date.

#### ARTICLE 2 THE INTANGIBLES

For the purpose of this Agreement, "Intangibles" shall mean all the intellectual property rights listed in EXHIBIT 1.

The parties hereto acknowledge that some of the Intangibles listed in EXHIBIT 1 are or might be expired. Still the parties acknowledge that such Intangibles still have an inherent value and therefore are worth being transferred by means of this Agreement, since they might in certain jurisdictions be susceptible of being recovered by means of certain legal procedures.

#### ARTICLE 3 PURCHASE PRICE

The value of the Intangibles has been determined by the parties according to their respective market value and the parties acknowledge and agree that the aggregated

value of the Intangibles amounts to USD 312,800 (THREE HUNDRED TWELVE THOUSAND EIGHT HUNDRED US DOLLARS).

The price to be paid by Transferee to Transferor for the Intangibles (hereinafter referred to as the "Purchase Price") corresponds to the market value of the Intangibles and therefore amounts to USD 312,800 (THREE HUNDRED TWELVE THOUSAND EIGHT HUNDRED US DOLLARS).

The parties hereto agree that the entire Purchase Price shall be settled by means of a loan arrangement which shall be governed by a separate loan agreement to be executed by the parties simultaneously with this Agreement.

#### **ARTICLE 4 REPRESENTATION AND WARRANTIES**

##### **4.1 Transferor's Representations and Warranties**

Transferor hereby makes the following representations and warranties to Transferee, its successors and assigns.

###### ***4.1.1 Existence of the Intangibles***

The Intangibles are transferred from Transferor to Transferee "as they are", i.e. Transferee declares having sufficient knowledge about the existence, quality and possibilities of use of the Intangibles, and Transferor does not give to Transferee any additional warranty about the quality or possibilities of use of the Intangibles, in particular Transferee acknowledges that some of them are or might be expired according to the information contained in EXHIBIT 1.

###### ***4.1.2 Ownership***

Transferor owns, and as of the Effective Date owned, the Intangibles and, as far as any of them are or might be expired, any right which might vest on the registered owner of an expired Intangible. All the Intangibles are and were at the Effective Date in compliance with all applicable laws, whereby for the purposes of this statement expiration shall not qualify as an unlawful status.

###### ***4.1.3 Authority to enter into the Agreement***

Transferor has, and as of the Effective Date had, full power and authority to enter into this Agreement and to carry out its obligations hereunder, including the delivery and performance of all documents and instruments executed pursuant to this Agreement.

###### ***4.1.4 Lack of other Representations or Warranties***

Transferee acknowledges that Transferor has not made any representations or warranties, of any kind, either express or implied, except as expressly set forth in this Agreement. Transferee agrees that the representations and warranties given herein by Transferor are in lieu of the provisions of any applicable law, and Transferee hereby expressly waives all rights to any implied warranties which may otherwise be applicable because of the provisions of any applicable law.

#### **4.2 Transferee's Representations and Warranties**

Transferee has, and as of the Effective Date had, full power and authority to enter into this Agreement and to carry out its obligations hereunder, including the delivery and performance of all documents and instruments executed pursuant to this Agreement.

#### **ARTICLE 5 ACTIONS AT SIGNING**

On the date of the signing of this Agreement the following transactions shall be effected:

##### **5.1 Actions to be taken by Transferor**

Transferor shall:

- (a) Sign the necessary documents required to fulfil the requirements of any applicable law and in any relevant jurisdiction for the transfer of the Intangibles, particularly but not limited to the necessary documents to enable the registration of Transferee as the new owner of any item of the Intangibles which requires registration if appropriate. As far as expired Intangibles are concerned, Transferor shall take all necessary actions and execute all necessary documents to ensure that whatever rights in connection with such expired Intangibles Transferor was vested with are indeed transferred to Transferee.
- (b) Deliver to Transferee, or cause to be delivered to Transferee all certificates, deeds or any other document which give evidence of the existence of and ownership upon any the Intangibles.

##### **5.2 Mutual Obligations**

Should any law compulsorily applying either to all or a part of the Intangibles, require any additional formality to be complied, then the Parties hereto irrevocably commit to do or to cause to be done any action which may be required in order to ensure that the Intangibles are be legally transferred from Transferor to Transferee as well as registered in the name of Transferee.

The parties hereto acknowledge that the applicable laws to certain Intangibles may establish that only upon registration of the transfer in any relevant register, Transferee will deem to be towards third parties the new owner of the Intangibles or any portion thereof. Should this be the case, the parties hereto agree that in their bilateral contractual relationship, such legal provisions shall be without prejudice of the fact that ownership, title and risk on the Intangibles shall according to this Agreement pass over from Transferee to Transferor as of the Effective Date.

#### **ARTICLE 6 FEES AND COSTS**

Any costs or fees arising out of the transfer of the Intangibles under this Agreement shall be borne by Transferor.



**ARTICLE 7 CONFIDENTIALITY**

The Parties hereto agree to keep absolute confidentiality about the existence, the contents and the scope of this Agreement. As far as required by any applicable law to the Parties or to the Intangibles, the Parties shall be entitled to release to the relevant authorities the contents of this Agreement.

**ARTICLE 8 APPLICABLE LAW**

This Agreement shall be construed and interpreted according to the laws of Switzerland.

The foregoing shall be understood without prejudice of the compulsory applicability of any laws other Swiss laws to the actions to which Article 5.2 above, in the good understanding that any law other than Swiss law shall only apply if this is indispensably so required for the affectivity of this Agreement or of the actions contemplated in Article 5.2 above.

**ARTICLE 9 ARBITRATION**

All disputes arising in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a majority of three arbitrators appointed in accordance with said rules. Arbitration shall take place in Zurich, Switzerland and language of arbitration shall be English. Judgement upon award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**ARTICLE 10 WAIVER, AMENDMENT**

No waiver by a party or failure to enforce any of its rights hereunder shall be construed as a waiver to enforce other rights or the same right on future occasions.

No amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against which such amendment, modification or waiver is sought to be enforced.

**ARTICLE 11 SEVERABILITY**

The invalidity or unenforceability of any provision or any covenant of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision or covenant in any other jurisdiction or of any other provision or covenant hereof or herein contained and any invalid provision or covenant shall be deemed to be severable.

The Parties shall negotiate in good faith in order to replace the provision declared invalid or unenforceable with a new provision, valid and enforceable, which preserves the original intention of the parties.

**ARTICLE 11 FURTHER ASSURANCES**

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent, including any kind of public Deed or official document which could be required according to the laws of Switzerland or to any other law applying to the parties, to this Agreement or to the Intangibles.

**ARTICLE 12 INDEPENDENT PARTIES**

The parties hereto are independent parties, and nothing in this Agreement shall be construed so as to constitute any party as an agent, representative, or subordinate of any other party.

**ARTICLE 13 HEADINGS**

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement, or have any effect in the interpretation hereof.


**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be signed in two original copies, both of them being one and the same document, on the date and at the place set down below.

**[SIGNATURE PAGE FOLLOWS /  
REMAINING OF PAGE LEFT BLANK INTENTIONALLY]**

**For Transferor**

DATED at ..... this ..... day of ....., 2010

**KARDEX USA, INC**

Signed by: 


Title: *officer VP Finance*

**For Transferee:**

DATED at ..... this ..... day of ....., 2010

**KARDEX AG**

Kardex AG  
Postfach 6463  
Thurgauerstrasse 40  
CH - 8050 Zürich

Signed by: 

Title: *CEO HEAD OF TREASURY & FINANCE*

**EXHIBIT I: THE INTANGIBLES****Trademarks**

U.S. Registered Trademarks							
Trademark	Registration Number	Renew / Expired	Orig. Reg.	Serial #	Product Coverage	Classification Number	
						Int'l	US
CHAINDEX	227,108	4/26/2007	4/26/1927	242,617	Cards/forms for indexes	16	37
CLASSIFILE	866,391	3/11/2009	3/11/1969	296,588	Filing folders	16	37
COLORSCAN	841,655	1/2/2008	1/2/1968	256,480	Color coded file folders	16	37
FLEXIFILE	424,452	10/8/2006	10/8/1946	484,359	Filing racks		32
INDUSTRIEVER	1,427,266	2/3/2007	2/3/1987	568,135	Computrizd indust parts surg apparatus	9	26
KAP SYSTEM	2,145,050	3/17/2008	3/17/1998	75-015,396	Safety scans to control mvbl shelving	9	21, 23
KARDEX	377,986	12/14/2010	5/21/1940	426576	Card indexes, labels, folders etc.		37
KARDEX	2,031,925	1/21/2007	1/21/1997	75-025,665	Comptr softwr, elec-mech strg/retrv	9 & 20	*
KARD-VEYER	633,630	8/28/2006	8/28/1956	2,318	Card filing cabinets	20	32
KARMA	3,062,690	2/28/2016	4/20/2004	78-494,192	Comptr software strge/retrvl of media	9	21, 23
KITCHEN-TRIEVER	2,445,253	4/17/2011	4/17/2001	75-828,348	Mtr drvn revlvg shelvs kitchn cabnits	7	**
KOMPAKT	1,573,410	12/26/2009	12/26/1989	73-759,428	Movable shelving	20	32
Kompakt Aisle Protection Sys	2,148,093	3/31/2008	3/31/1998	75/015,397	Safety scans to control mvbl shelving	9	21, 23
LEKTRIEVER	805,531	3/15/2006	3/15/1966	208,135	Mechanized Filing Units		23
LETTERSCAN	1,549,143	7/25/2009	7/25/1989	73/768,772	File folders	16	37
MULTI-PAKT	2,407,082	11/21/2010	11/21/2000	75-599,858	Movable shelving	20	2, 13
PROMPTUS	1,806,129						
RECORDEX	740,268	11/6/2012	11/6/1962	72/141,894	Card indexes and folders	16	37
SLIM STACK	2,313,246	2/1/2010	2/1/2000	75/479,272	Shelving	20	2, 13
SOUNDEX	230,958	8/9/2007	8/9/1927	246,709	Phonetic indxs, frames, holders	16	
TITAN	2,223,157	2/9/2009	2/9/1999	75-242,145	Computrizd indust parts vert lift	20	2, 13
TITAN logo	2,221,975	2/2/2009	2/2/1999	75-242,295	Computrizd indust parts vert lift	20	2, 13
UNI-PAKT	2,367,013	7/11/2010	7/11/2000	75-533,655	Movable shelving	20	2, 13
VARIACOLOR	876,057	9/2/2009	9/2/1969	295,061	File folders	16	37
VARIADEX	371,824	10/10/2009	10/10/1939	71-417,978	Card/correspondence file guides	16	37

### U.S. Registered Trademarks

Trademark	Registration Number	Renew / Expired	Orig. Reg.	Serial #	Product Coverage	Classification Number	
						Int'l	US
VICTOR	1,073,187	9/13/2007	9/13/1977	73-105,848	Record holder cabinets, trays, drawers	20	2, 13
VICTOR	1,076,398	11/1/2007	11/1/1977	73-106,821	Cards, guides, trays, drawers, etc.	16	2, 5
<i>Notes:</i>							
*Classification Numbers Include: 2, 13, 21, 22, 23, 25, 26, 32, 36, 38, 50							
**Classification Numbers Include: 13, 19, 21, 23, 31, 34, 35							
U.S. Classification 32 -- Furniture & Upholstery U.S. Classification 37 -- Paper & Stationery							

### International Registered Trademarks

Country	Trademark	Registration Number	Renew / Expired	Orig. Reg.	Product Coverage	International Classification Number
Argentina	KARDEX	1,644,226	9/10/2007	9/10/1997	Electromech. strg./ filing/retrieval sys.	9
Canada	ARISTOCRAT	235,537	8/31/2009	10/25/1979	File cabinets & parts thereof	
Canada	ARMORCLAD	235,538	8/31/2009	10/25/1979	Guide cards	
Canada	CHECKVEYER	235,540	8/31/2009	10/25/1979	Mechanized filing units	
Canada	CLASSIFILE	166,893	12/19/2014	12/19/1999	File folders	
Canada	COLORSCAN	181,380	2/18/2017	2/18/1987	Infornetrvl sys comprng color coded folders	
Canada	FLXFI-FILE	26,657	6/5/2015	6/5/2000		
Canada	INDUSTRIEVER	404,096	10/23/2007	10/23/1992	Auto computrzd apprts to store & retrv indust prts	
Canada	KARDVEYER	171,366	9/18/2015	9/18/1985	Mechanized file units for record cards	
Canada	KOMPAKT	403,624	10/9/2007	10/9/1992	Paper Fasteners	
Canada	LEKTREEVER	168,950	5/8/2015	5/8/2000	Mechanized file units	
Canada	LINEDEX	171,621	9/25/2015	9/25/1985	File sys/hardware for visible reference	
Canada	PROMPTUS	413,454	5/11/2008	5/11/1993	Automtd strg cabinets & parts thereof	
Canada	VICTOR	UCA 05607	2/5/2009	2/5/1994	Office equipmt for indexes files/safes/cabinets	
Chile	KARDEX	412,058	9/3/2013	9/3/1993	Strg/retrvl equip for office & industrial use	
Denmark	PROMPTUS	VR1991 03651	6/14/2011	6/14/1991	Metal hardware, paper goods, furniture	6, 9, 16, 20
France	PROMPTUS	1,605,113	6/28/2009	6/28/1999	Auto computrzd apparatus /store & retrieve indust parts	9
Germany	PROMPTUS	2,064,465	8/27/2011	8/27/1991	Auto computrzd apparatus	7, 9, 16

### International Registered Trademarks

Country	Trademark	Registration Number	Renew / Expired	Orig. Reg.	Product Coverage	International Classification Number
					/store & retrieve indust parts	
Hong Kong	PROMPTUS	133652/91	12/22/2010	12/22/1989	Filing equipment & indust storage equipment	9
Indonesia	PROMPTUS	305,798	5/28/2013	5/28/1993	Auto computrzd apparatus /store retrieve indust prts	9
Israel	PROMPTUS	81,376	10/23/2012	10/23/1991	Auto machines to store & retrieve parts/records	9
Italy	PROMPTUS	570,547	7/19/2009	7/19/1989	Office filing & industrial storage equipment	9, 16
Ireland	PROMPTUS	141,764	11/26/2007	11/26/1990	Auto computrzd apparatus /store retrieve indust prts	9
Malaysia	PROMPTUS	89/07289	11/23/2010	11/23/1989	Auto., computrzd apparatus store/retrieve indust prts	9
Mexico	COLORSCAN	431,430	8/15/2011	8/15/1991	Color coded file folders	16
Mexico	INDUSTRIEVER	414,326	8/15/2011	8/15/1991	Auto., computrzd apparatus store/retrieve indust prts	9
Mexico	KARDEX	408,933	10/22/2011	10/22/1991	Auto., computrzd apparatus store/retrieve office media	9
Mexico	KARDVEYER	425,696	8/23/2011	8/23/1991	Mechanized filing units	20
Mexico	KOMPAKT	414,325	8/15/2011	8/15/1991	Mybl shelving unit or mechanized storage unit	20
Mexico	LEKTRIEVER	414,324	8/15/2011	8/15/1991	Mechanized filing units	20
Mexico	PROMPTUS	414,327	8/15/2011	8/15/1991	Auto., computrzd units store/retrieve indust prts	9
Mexico	VARIADIX	456,062	2/26/2013	2/26/1993	Color coded file folders, card guides & tabs	16
Norway	PROMPTUS	148,286	1/2/2012	1/2/1992	Comptr gyvnd, auto units store/retrieve indust prts	9
Singapore	PROMPTUS	6989/89	10/24/2006	10/24/1989	Automatic distribution machines, etc.	9
Sweden	PROMPTUS	226,020	8/23/2011	8/23/1991	Auto computrzd apparatus /store & retrieve office media	9
Taiwan	PROMPTUS	519,091	3/31/2011	3/31/2001	Filing cabinet, display & working table/cabinet	65
United Kingdom	PROMPTUS	1,379,139	3/31/2006	3/31/1989	Electronic filing, storage, retrieval apparatus	9

TRADEMARK

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**Patents**

Patent/Patent No.	Coverage	Status	Filed
Aisle Width Sensor Mobile Storage System Patent No. 7,332,707 B2	Aisle width sensors	Issued February 19, 2008	27 May 2005

**Domain Names**

Domain Name	Expiration Date
kardex.com	May 19, 2012
kardex.net	May 3, 2009
kardexsystems.net	May 3, 2009
kardexusa.com	December 10, 2009
kardexusa.net	May 3, 2009
kitchenriever.com	July 3, 2008*
rem-stik.com	September 8, 2008*
remstik.com	September 8, 2008*
shelvingusa.com	June 15, 2009
victorvisible.com	March 15, 2009

\*Seller updating expired domain names.