

**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>
SICPA HOLDING S.A.		07/26/2007	Limited Company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NOMA Holding S.A.		
<b>Street Address:</b>	Domaine de Bougy, c/o Mr. Philippe Amon		
<b>City:</b>	1170 Aubonne		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2930096	POLARSHIFT	
Registration Number:	2439854	HELICONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(516)365-9805		
<b>Phone:</b>	5163659805		
<b>Email:</b>	dhentze@collardroe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Debra Hentze/Collard & Roe, P.C.		
<b>Address Line 1:</b>	1077 Northern Blvd.		
<b>Address Line 4:</b>	Roslyn, NEW YORK 11576		
<b>ATTORNEY DOCKET NUMBER:</b>	JT#182222		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	STEWART J. BELLUS		
<b>Address Line 1:</b>	1077 NORTHERN BLVD.		

CH \$65.00 2930096

**900207266**

**TRADEMARK  
 REEL: 004661 FRAME: 0525**

Address Line 4: ROSLYN, NEW YORK 11576

NAME OF SUBMITTER:

STEWART J. BELLUS

Signature:

/SJB/

Date:

11/16/2011

**Total Attachments: 9**

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## 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.



**TRADEMARK**

**REEL: 004661 FRAME: 0531**

**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]

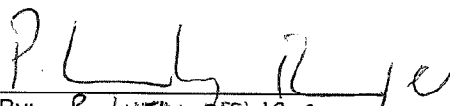
A handwritten signature in black ink, consisting of several overlapping, stylized strokes.




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

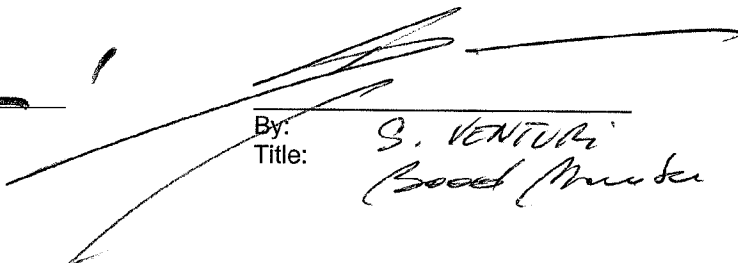
SICPA Holding S.A. (acting in its own name and for its own account and in the name and on behalf of its Affiliates)

  
By: A. DOBLER  
Title: CFO

  
By: P. LUTHY ESSINGER  
Title: HR Director

NOMA Holding S.A.

  
By:  
Title:


  
By: S. VENTURI  
Title: Board Member

SCHEDULE 1

CONSIDERATION

Pursuant to Section 2.2 of the Agreement, the Consideration for the sale and transfer of the Intellectual Property provided for in Section 2.1 shall be the aggregate sum of

CHF 



<sup>205</sup>  
TRADEMARK

Trademarks to be transferred

Our Ref.	Country	Applicant	TM	Application no.	Application date	Registration no.	Registration date	Class
		United States of America						
WSIC075US	US	SICPA Holding S.A.	HELICONE	75550170	September 8, 1998	2439854	April 3, 2001	02 17
WSIC077US	US	SICPA Holding S.A.	POLARSHIFT	76502405	March 25, 2003	2930096	March 8, 2005	01 02