

## 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
	Tomra of North America, Inc.		03/15/2013
	Tomra Canada, Inc.		03/15/2013
			Entity Type
			CORPORATION:
			CORPORATION:
RECEIVING PARTY DATA			
Name:	Tomra Systems ASA		
Street Address:	Drengsrudhagen 2		
City:	Asker		
State/Country:	NORWAY		
Postal Code:	1370		
Entity Type:	CORPORATION: NORWAY		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4178426	TOMRA-TRAC
CORRESPONDENCE DATA			
Fax Number:	5039729115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-224-6655		
Email:	heidi@khpatent.com		
Correspondent Name:	Kolisch Hartwell, PC		
Address Line 1:	520 SW Yamhill Street		
Address Line 2:	Suite 200		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	TNA 402		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 4178426

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Charles H. DeVoe
Signature:	/Charles H. DeVoe/
Date:	03/29/2013
Total Attachments: 1 source=20130315 signed Tomra-Trac Trademark Assignment 03-25-13#page1.tif	

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
(Intercompany Transfer)

This Assignment and Assumption Agreement ("Assignment") is made as of this 15 day of March, 2013 ("Effective Date"), by and between Tomra of North America, Inc., a Delaware corporation ("TNA"), and Tomra Canada, Inc., a Canadian corporation ("Tomra Canada") (collectively, "Assignor") and TOMRA SYSTEMS ASA, a Norwegian corporation ("Tomra Systems" or "Assignee").

RECITALS

A. TNA and Tomra Canada have common law rights and registered and pending trade-mark applications, for the trade-mark TOMRA-TRAC, including US Trademark Registration No. 4178426, and Canadian Trade-mark Application No. 1,573,218 (the "Trade-Mark"); and

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the Trade-Mark.

**NOW, THEREFORE**, in consideration of One Dollar and 00/100 (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Assignor, the undersigned agree as follows:

1. Assignment. From and after the date hereof, Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest of Assignor in, to and under the Trade-Mark, and hereby grants and delegates to Assignee any and all of the duties and obligations of Assignor with respect to the Trade-Mark.

2. Assumption. From and after the date hereof, Assignee hereby accepts the assignment of the Trade-Mark, and hereby assumes and agrees to any and all duties and obligations with respect to the Trade-Mark.

3. License. Assignee grants Assignor a nonexclusive license to use the Trade-Mark, subject to Assignee's quality control and corporate procedures for form and manner of use of trade-marks and service marks, and appropriate legends, as may be set from time to time.

4. Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect in perpetuity unless and until terminated earlier in accordance with the provisions of this Agreement. The termination rights in this Agreement are in addition to and not in lieu of any other available rights and remedies.

5. Termination. This Agreement may be terminated by either Party for cause immediately upon the occurrence of one of the following events: (a) if the other Party ceases to do business or otherwise terminates its business operations or (b) if the other Party materially breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice is delivered to such Party describing the breach.

6. Governing Law. The validity, construction and enforceability of this Agreement shall be governed by the laws of the Province of Québec, Canada.

7. Entire Agreement. This Agreement and its exhibits and schedules constitute the entire agreement and understanding between the Assignee and Assignor relating to the subject matter hereof, and terminates, supersedes and cancels any and all prior or contemporaneous written and oral understandings, agreements, proposals, representations or promises of the parties relating to the subject matter hereof. Any modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, TNA, Tomra Canada and Tomra Systems have entered into this Agreement as of the date and year first above written.

Assignor:

Assignee:

Tomra of North America, Inc.

Tomra Systems ASA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tomra Canada, Inc.

By: \_\_\_\_\_

**TRADEMARK**