

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Assignment with respect to portion of business/goods		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAVA, DRUZBA ZA UPRAVLJANJE IN FINANCIRANJE, D.D.		01/08/2013	CORPORATION: SLOVENIA
RECEIVING PARTY DATA			
Name:	Savatech d.o.o.		
Street Address:	Skofjeloska cesta 6		
City:	4000 Kranj		
State/Country:	SLOVENIA		
Entity Type:	LIMITED LIABILITY COMPANY: SLOVENIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2472603	SAVA	
CORRESPONDENCE DATA			
Fax Number:	2023935350		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2026386666		
Email:	trademark@jhip.com,mgentner@jhip.com		
Correspondent Name:	Marsha Gentner		
Address Line 1:	400 7th St., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	292/T26155US0		
DOMESTIC REPRESENTATIVE			
Name:	Marsha G. Gentner		
Address Line 1:	400 7th Street, NW		

OP \$40.00 2472603

Address Line 4: Wasington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:

Marsha G. Gentner

Signature:

/Marsha G. Gentner/

Date:

06/07/2013

**Total Attachments: 15**

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Sava, d.d.

Savatech, d.o.o.

TRADEMARK ASSIGNMENT AGREEMENT



TRADEMARK

**List of Attachments**

- Attachment 1 List of Trademarks / Assigned Goods/Services
- Attachment 2 Veyance waiver
- Attachment 3 GDST waiver
- Attachment 4 List of Permitted Goods/Services
- Attachment 5 List of Excluded Goods/Services
- Attachment 6 CGS's Consent
- Attachment 7 Tire-Related Goods/Services



This Agreement is signed by:

- SAVA, družba za upravljanje in financiranje d.d., Škofjeloška cesta 6, 4000 Kranj, represented by duly authorized [\*\*] and [\*\*] (hereinafter referred to as "Assignor");

and

- SAVATECH družba za proizvodnjo in trženje gumenotehničnih proizvodov in pnevmatike, d.o.o., Škofjeloška cesta 6, 4000 Kranj, represented by duly authorized [\*\*] (hereinafter referred to as "Assignee");

hereinafter also referred to individually as "Party" and jointly as the "Parties"

## 1. INTRODUCTION

### 1.1. WHEREAS

1.1.1. The Assignor is holder of the Trademarks (as defined in Article 2.1. below);

1.1.2. The Assignor on 25 October 2012 signed the Share Sale and Transfer Agreement (hereinafter referred to as the "Sale Agreement") for the sale and transfer of its 100% shareholding in the Assignee to Česká gumárenská společnost s.r.o, with its registered seat in Prague, Svehlova 1900, Prague, Czech Republic ("CGS") (hereinafter referred to as the "Sale Transaction").

1.1.3. Subject to the completion of the Closing (as defined in the Sale Agreement) of the Sale Transaction, the Assignor intends to assign the Trademarks to the Assignee.

1.2. It has therefore been agreed as follows:

## 2. DEFINITIONS

2.1. The definitions in this Article apply in this Agreement:

2.1.1. **Affiliate** means with respect to a party, any person or entity that, directly or indirectly controls, is controlled by or is under common control with such party. For this purpose "control" (including the terms "controlled by" and "under common control with"), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies or such person or entity, whether through the ownership of 50% (fifty per cent) or more of the voting securities or by contract or otherwise.

2.1.2. **Agreement** means this agreement.

- 2.1.3. **Assigned Goods/Services** shall mean the products and services for which the Trademarks are assigned to the Assignee under this Agreement, as defined in Attachment 1 to this Agreement.
- 2.1.4. **Closing** has the meaning as defined in the Sale Agreement.
- 2.1.5. **Non-assigned Goods/Services** are all the goods and services for which the Trademarks are registered and are not defined as Assigned Goods/Services.
- 2.1.6. **Tire Related Goods/Services** means the goods and services for which the Trademarks will be assigned by the Assignor to the Goodyear Tire & Rubber Company under the Trademark Purchase Agreement, as defined in Attachment 7 to this Agreement.
- 2.1.7. **Trademarks** means the trademarks that are subject of the assignment under this Agreement and are defined in Attachment 1 to the Agreement.
- 2.1.8. **Trademark Purchase Agreement** shall mean the agreement concluded between the Assignor and The Goodyear Tire & Rubber Company, 1144 East Market Street, Akron, Ohio 44316, U.S.A., for the purchase of Assignor's trademarks for Tire Related Goods/Services.

**3. SUBJECT OF THE AGREEMENT**

- 3.1. The Assignor herewith assigns and the Assignee herewith accepts the Trademarks for the Assigned Goods/Services.
- 3.2. The Trademarks are assigned to the Assignee subject to the completion of the Closing of the Sale Transaction (condition precedent).

**4. PURCHASE PRICE AND TAXES**

- 4.1. The Parties agree that the purchase price for the assignment of the Trademarks is included in the Purchase Price for the 100% shareholding in the Assignee as defined in the Sale Agreement and that the Assignee shall not be obliged to pay any remuneration for the assignment of the Trademarks under this Agreement.
- 4.2. Any taxes arising from the transactions contemplated under this Agreement shall be borne by the Assignee.

**5. RIGHTS AND OBLIGATIONS OF THE ASSIGNEE**

- 5.1. The Assignee shall have the right to:
  - 5.1.1. request the recordal of the assignment of the Trademarks with the competent authorities;
  - 5.1.2. register the Trademarks, any modifications thereof and any marks similar thereto anywhere in the world only for the Assigned Goods/Services, for goods and services similar to the Assigned Goods/Services and for other goods and services listed in Attachment 4 hereto ("Permitted Goods/Services"), as well as register the "SAVATECH" trademark for industrial and scientific research in international Class 42.

- 5.1.3. Use the "SAVATECH" trademark in connection with its and its Affiliates' business, including as part of a corporate name and the Assignor shall not restrict such use in any way. For the avoidance of doubt, such Assignor's right shall only extend to the entities being the Assignee's Affiliates at the time of conclusion of this Agreement. For future Assignee's Affiliates such right shall apply only if the Affiliates' business is rubber related, whereas for other Affiliates the Assignee shall seek a prior written consent from the Assignor.
- 5.1.4. The Assignee shall have the right to use the SAVA mark as a part of the Savatech d.o.o. name. The Parties acknowledge that certain of Assignee's Affiliates at the time of the signing of this Agreement also use the name SAVA as a part of their company name and agree that such companies shall have the right to continue to use such company name.
- 5.2. The Assignee shall be obliged:
  - 5.2.1. Not to request that the assignment of the Trademarks pursuant to this Agreement is recorded in the respective registries before this Agreement enters into force;
  - 5.2.2. As of the entry into force of this Agreement, to assume all obligations connected to the Trademarks, including all fees and costs related to any pending administrative trademark proceedings pertaining to the Trademarks and all maintenance/renewal costs and fees relating to the Trademarks, other than any obligations connected to any taxes and fees arising out of or in connection with such Trademarks before the date hereof, for which the Assignor shall remain fully responsible;
  - 5.2.3. Not to challenge the validity of any of the Trademarks for Non-Assigned Goods/Services ("Remaining Trademarks") in any way and not to object or oppose and/or challenge the validity in any way of any new trademark applications and/or trademarks applied for or registered by the Assignor identical with or similar to any of such Remaining Trademarks, provided that such new trademark applications and/or trademarks will not be applied for and/or registered for the Assigned Goods/Services and Permitted Goods/Services or for goods and services similar to the Assigned Goods/Services or Permitted Goods/Services;
  - 5.2.4. Notwithstanding any provision of this Agreement to the contrary, if any, not to register the Trademarks or any similar mark consisting of the word "SAVA" in connection with the Non-Assigned Goods/Services and Excluded Goods/Services and/or for goods and services similar to the Non-Assigned Goods/Services or Excluded Goods/Services.
  - 5.2.5. To procure that its affiliates and/or its assigns comply with the obligations under Articles 5.2.3 and 5.2.4 above.
  - 5.2.6. To provide to the Assignor any available evidence of use of the Trademarks for the Tire Related Goods/Services as soon as reasonably practicable after the receipt of such request from the Assignor.

**6. RIGHTS AND OBLIGATIONS OF THE ASSIGNOR**

- 6.1. The Assignor shall be obliged:
  - 6.1.1. To sign and deliver to the Assignee consents for the recordal of the assignment of the Trademarks in the trademark registries and to execute and deliver all further documents and consents required by law and/or requested by the Assignee or its agents and/or requested by any trade mark registry or authority that are required, desirable or beneficial for the assignment and the recordal of the assignment under this Agreement, including the

registration of the Assignee as applicant or registered proprietor of the Trademarks and any short form or substitute assignment forms specific to particular jurisdictions or necessary to maintain the confidentiality of the terms of the Agreement. Without prejudice to the generality of the previous sentence, if splitting or dividing any of the Trademarks is required before or together with the recordal of the assignment, the Assignor shall, wherever possible, perform all acts and things and execute and deliver all further documents and consents required by the law or any other rules for such splitting or division;

- 6.1.2. To sign any and all documents necessary for the registration of the Trademarks, any modifications thereof and any marks similar thereto by the Assignee anywhere in the world for Assigned Goods/Services, for goods and services similar to the Assigned Goods/Services and for the Permitted Goods/Services, if such documents are needed or requested by the competent authorities in the respective countries for the registration of such trademarks;
- 6.1.3. Not to apply for or register any sign identical with or similar to the Trademarks, i.e. the signs including or consisting of the word "SAVA", for the Assigned Goods/Services, for the Permitted Goods/Services or for goods and services similar to the Assigned Goods/Services or to the Permitted Goods/Services;
- 6.1.4. Not to challenge the validity of the Trademarks for the Assigned Goods/Services in any way and not to object or oppose and/or challenge the validity in any way of any of the trademarks applied for or registered by the Assignee which are identical or similar to any of the Trademarks and are registered for the Assigned Good/Services and/or the Permitted Goods/Services;
- 6.2. With Assignee acquiring from Assignor ownership of the Trademarks with respect to Assigned Goods/Services and The Goodyear Tire & Rubber Company, a company incorporated under the laws of the State of Ohio, with the address at 1144 East Market Street, Akron, Ohio 44316, U.S.A. (hereinafter referred to as "The Goodyear Tire & Rubber Company") acquiring from Assignor ownership of the SAVA trademarks with respect to Tire-Related Goods/Services, the Parties anticipate that there may be some delay or difficulty in the recordal or official legal recognition of some of their respective assigned ownership rights, and that in some cases splitting or dividing relevant trademark registrations may not be permitted by the local law or the relevant trademark registry or authority. Accordingly, if any such events or circumstances occur, the Parties (together with The Goodyear Tire & Rubber Company if necessary) shall cooperate and, after consultation with each other, take action to achieve the purpose of vesting in Assignee its respective ownership rights in the Trademarks with respect to the Assigned Goods/Services, as outlined in this Agreement, which actions may include, without limitation and at the sole discretion of the Assignee, with each Party bearing its own respective costs and expenses, any one or more of the following: (a) granting consent to a new application filed by Assignee for the Trademarks with respect to the Assigned Goods/Services, provided such new application otherwise complies with the terms and conditions of this Agreement, (b) consenting to the voluntary cancellation of a registration with respect to Assignor's or The Goodyear Tire & Rubber Company's respective goods and services, (c) consenting to the voluntary cancellation of an existing registration with respect to all the goods and services covered by such registration, with Assignor consenting to Assignee's or The Goodyear Tire & Rubber Company's re-registration of the Trademarks with respect to the Assigned Goods/Services or trademarks with respect to the Tire Related Goods/Services (in separate filings), as the case may be, for the respective goods and services, and (d) Assignee consenting to Assignor assigning and/or transferring to The Goodyear Tire & Rubber Company the relevant registration for all goods and services covered in such registration in order to successfully record ownership in The Goodyear Tire & Rubber Company's name. If in the Assignor's opinion and at its sole





discretion any of the contemplated actions requested by the Assignee encroaches upon any of the rights awarded to The Goodyear Tire & Rubber Company under the Trademark Purchase Agreement the Assignor shall seek the confirmation that it may proceed with an action from The Goodyear Tire & Rubber Company. In the event The Goodyear Tire & Rubber Company will not give its consent to the contemplated action, the Assignor shall not follow the respective request from the Assignee and the Parties expressly agree that such omission shall not be regarded as a violation of this Agreement and shall not affect its validity in any way or reduce the Purchase Price as defined in the Sale Agreement or any other rights.

- 6.3. Notwithstanding any provision in this Agreement to the contrary, if any, the Assignor shall have the right to apply for or register anywhere in the world any sign identical with or similar to the Trademarks for any goods and services other than Assigned Goods/Services and/or Permitted Good/Services or any other goods/services similar to or connected to the Assigned Goods/Services or the Permitted Goods/Services.
- 6.4. The Parties expressly agree that the provisions in this Agreement limiting the Assignor's right to apply for or register the Trademarks shall not apply in cases where such applications and/or registrations are filed at the explicit demand of The Goodyear Tire & Rubber Company in accordance with the obligations set forth in the Trademark Purchase Agreement and that any such trademark application or registration shall not be considered as a violation of this Agreement and shall in no way affect its validity. The Parties further agree that if the Assignor shall be obliged to renounce any of the Trademarks or parts thereof or to assign the Trademarks for any or all of the Assigned Goods/Services to the Goodyear Tire & Rubber Company pursuant to the request of The Goodyear Tire & Rubber Company made on the basis of the Trademark Purchase Agreement, such renouncement or assignment shall not be considered as a violation of this Agreement and shall in no way affect its validity or reduce the Purchase Price as defined in the Sale Agreement or any other rights.

## 7. DOCUMENTATION

- 7.1. The Assignee is in possession of all material documents relating to the Trademarks, to the extent that such documentation was provided to it by the Assignor, and herewith expressly states and confirms that, unless reasonably necessary to do so to affect any registrations of the Trademarks, no such documentation has to or will have to be provided to it by the Assignor.
- 7.2. The Assignee further confirms that the original documentation relating to the Trademarks, to the extent this was provided to it by the Assignor, forms part of the documentation from the previous Article. The Assignee herewith binds itself to provide the Assignor with these original documents (to the extent it is in possession thereof) within 10 (ten) business days after the Assignee is recorded as the owner of each of the Trademarks in the respective registers.

## 8. CO-EXISTENCE OF THE TRADE MARKS

- 8.1. The Assignor and the Assignee herewith expressly agree to the co-existence of the Trademarks for Assigned and Non-Assigned Goods and Services.



**9. COSTS AND FEES**

- 9.1. All administrative fees and costs, including the fees of legal advisers or agents, connected to the recordal of the assignment of the Trademarks shall be borne by the Assignee. In the event the Assignor pays any such fees and/or costs, the Assignee shall be obliged to reimburse to the Assignor all such costs and/or fees on the basis of issued invoices within 8 (eight) days after the receipt of the Assignor's request for each such reimbursement.

**10. WAIVERS**

- 10.1. On 1 January 1998 the Assignor and VEYANCE TECHNOLOGIES EUROPE, družba za proizvodnjo gumenih tehničnih izdelkov, d.o.o., Škofjeloška cesta 6, 4000 Kranj (whose company name at the time was Goodyear Engineered Products Europe d.o.o., Kranj, hereinafter referred to as "Veyance") concluded a trademark license agreement (hereinafter referred to as the "Veyance License Agreement") which, in Article 13, included Veyance's right to purchase certain trademarks registered by the Assignor in case the Assignor goes bankrupt or dissolves, or decides to sell the trademarks, or is no longer willing to invest the funds to maintain its rights. Veyance's waiver of the right under Article 13 of the Veyance License Agreement is attached as Attachment 2 and has been duly executed by Veyance. With the waiver Veyance gives its consent to the sale and assignment of the Trademarks under this Agreement.
- 10.2. On 1 July 1998 the Assignor and GOODYEAR DUNLOP SAVA TIRES, proizvodnja pnevmatik, d.o.o., Škofjeloška cesta 6, 4000 Kranj (whose company name at the time was SAVA TIRES, družba za proizvodnjo pnevmatik, d.o.o., hereinafter referred to as "GDST") concluded a trademark license agreement (hereinafter referred to as the "GDST License Agreement") which, in Article 13, included GDST's right to purchase certain trademarks registered by the Assignor in case the Assignor goes bankrupt or dissolves, or decides to sell the trademarks, or is no longer willing to invest the funds to maintain its rights. GDST's waiver of the right under Article 13 of the GDST License Agreement is attached as Attachment 3 and has been duly executed by GDST. With the waiver GDST gives its consent to the sale and assignment of the Trademarks under this Agreement.
- 10.3. The Parties have procured CGS' consent to the transaction contemplated hereunder and such consent is attached as Attachment 6 to this Agreement.

**11. REPRESENTATIONS AND WARRANTIES AND LIABILITY OF THE ASSIGNOR**

- 11.1. The Assignor represents and warrants to the Assignee at the date of signing of this Agreement:
- 11.1.1. Status. The Assignor is a company duly incorporated or established and validly existing under the laws of Slovenia with full power and authority to own its respective assets, to perform its functions and to conduct its business as it is now being conducted.
- 11.1.2. Binding obligations. The obligations expressed to be assumed by the Assignor in this Agreement constitute its legal, valid and binding obligations.
- 11.1.3. Execution of this Agreement. The entry into and performance by the Assignor of this Agreement do not and will not conflict with:

- (a) any applicable law, regulation or any applicable official or judicial order to which it is subject; or
- (b) its articles of association; or
- (c) any agreement or document to which it is a party or which is binding upon it or any of its assets.

11.1.4. Powers. The Assignor has the power to enter into this Agreement and all corporate and other action required to authorize the execution of this Agreement and the performance of its obligations hereunder has been duly taken and completed.

11.1.5. Winding-up. No order has been made, petition presented or threatened with, or resolution passed for its winding-up and no insolvency petition or bankruptcy proceeding has been instituted.

11.1.6. Trademarks. Attachment 1 to this Agreement contains a complete list of all applications and/or registrations of the Trademarks owned by the Assignor registered in connection with the Assigned Goods/Services. The Assignor warrants that the Trademarks are valid, free and clear of all claims, liens, charges and encumbrances (other than pursuant to the Veyance License Agreement and the license agreement, concluded between the Assignor and the Assignee as of 12 December 2003, as amended) and are to the Assignor's best knowledge in good standing, are not subject to any opposition (apart from the opposition filed by SIVA SOCIEDADE DE IMPORTAÇÃO DE VEÍCULOS AUTOMÓVEIS, S.A. against CTM application No. 9455882), abandonment, revocation or similar proceedings (apart from the counterclaim, filed against the trademark "SAVA", registered in the U.S.A. under No. 2,472,603), and, to the best of the Assignor's knowledge, are not being infringed by any third party. Further, the Assignor warrants that the Assignor has not received any notice from a third party indicating that use of the Trademarks is an infringement of such third party's rights in a trademark, service mark, copyright, logo, trade name, fictitious name or other designation or registration thereof or that any of the Trademarks could be subject to opposition, abandonment, revocation or any similar adverse effect. Apart from the warranties contained in this Article, the Assignor makes no warranty of any kind, either express or implied, as to the legal validity of the Trademarks and/or the registration of their assignment to the Assignee with the competent authorities and does not accept any liability for the use of the Trademarks without infringing any rights of third parties. The Parties expressly agree that the Assignor does not give any warranty as to the use of the Trademarks. The Parties further expressly agree that the inability of the Assignee to enter the assignment of the Trademarks in the respective trade mark registers shall not:

- (a) be considered as the Assignor's breach of this Agreement; or
- (b) affect the validity of this Agreement in any way; or
- (c) reduce the Purchase Price as defined in the Sale Agreement.

11.1.7. Representations and warranties exclusive. The representations and warranties of the Assignor as set forth in this Article (and of the Assignee as set forth in Article 12, respectively) are the sole and exclusive representations and warranties made by the Assignor (and by the Assignee, respectively) in respect of the subject matter of this Agreement, and no other representations or warranties are made by the Assignor or relied upon by the Assignee (and are made by the Assignee or relied upon by the Assignor), whether express or implied, whether based on agreement, statutory law or any other ground.

## 12. REPRESENTATIONS AND WARRANTIES AND LIABILITY OF THE ASSIGNEE

- 12.1. The Assignee represents and warrants to the Assignor at the date of signing of this Agreement:
- 12.1.1. Status. The Assignee is a company duly incorporated or established and validly existing under the laws of the Republic of Slovenia with full power and authority to own its respective assets, to perform its functions and to carry on its business as it is now being conducted.
- 12.1.2. Binding obligations. The obligations expressed to be assumed by the Assignee in this Agreement constitute its legal, valid and binding obligations.
- 12.1.3. Execution of this Agreement. The entry into and performance by the Assignee of this Agreement and the transactions contemplated hereby and herein do not and will not conflict with:
- (a) any applicable law, regulation or any applicable official or judicial order to which it is subject; or
  - (b) its memorandum or articles of association, as applicable; or
  - (c) any agreement or document to which it is a party or which is binding upon it or any of its assets.
- 12.1.4. Powers. The Assignee has the power to enter into this Agreement and all corporate and other action required to authorize the execution of this Agreement and the performance of its obligations hereunder has been duly taken and completed.
- 12.1.5. Winding-up. No order has been made, petition presented or threatened or resolution passed for its winding-up and no insolvency petition or bankruptcy proceeding has been instituted.
- 12.1.6. No breach of warranties. To the Assignee's knowledge on the day of the signing of this Agreement there are no breaches of the Assignor's warranties relating to Trademarks, excluding the warranties regarding the validity of the Trademarks, Assignor's title to the Trademarks and non existence of any claims, liens, charges and encumbrances with respect to the Trademarks other than those explicitly mentioned in this Agreement, to which this Article 12.1.6 does not apply and the Assignee makes no warranty in this respect.

## 13. INDEMNIFICATION

- 13.1. No double recovery. No liability shall attach to any Party by reason of any damages to the extent such damages have been recovered elsewhere. The Parties shall first pursue any claims they might have under any applicable policies of insurance before pursuing a Claim against a Party. No Party shall be entitled to recover damages or otherwise obtain reimbursement or restitution more than once in respect of any damages.
- 13.2. Acts of Parties. No Claim shall lie against a Party hereunder to the extent that such Claim is attributable to negligence or breach of Warranties of the other Party, or its directors, employees or agents or successors in title.

14. COVENANTS

14.1. Mutual support. Under this Agreement, the Parties shall actively and in good faith cooperate and mutually support each other in view of the realization of the obligations arising from this Agreement. The Parties will undertake all actions which are appropriate to promote the purpose of this Agreement and abstain from all actions which could jeopardize the realization of the obligations arising from this Agreement.

15. ENTRY INTO FORCE

15.1. The Parties agree that the entry into force of this Agreement is conditional upon completion of the Closing of the Sale Transaction.

16. MISCELLANEOUS

- 16.1. Binding force. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns.
- 16.2. No waiver. Unless otherwise expressly set forth in this Agreement, it is agreed that no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach, default or noncompliance by another Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or in any similar breach, default or noncompliance thereafter occurring.
- 16.3. Cumulative remedies. All remedies, either under this Agreement, by law, or otherwise afforded to any Party, shall be cumulative and not alternative.
- 16.4. Supersession. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the Parties and shall replace and supersede all prior discussions and negotiations conducted among the Parties in respect to the subject matters covered herein.
- 16.5. Amendments. Any modification or amendment to this Agreement shall be made in writing and be executed by the duly authorized officers and representatives of both Parties.
- 16.6. Partial invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. Instead, this Agreement shall be construed as if such illegal, invalid or unenforceable provision had not been included herein and the Parties shall use their best efforts to reach an agreement on a new provision as similar in its terms to such illegal, invalid or unenforceable provision as possible and achieving the same or as similar commercial effects as possible as such illegal, invalid or unenforceable provision.
- 16.7. Confidentiality. The Parties shall, and each of them shall cause each of their respective Affiliates and their and their Affiliates' directors, officers, employees, agents and advisors, to keep this Agreement and its terms, as well as all other Confidential Information, in confidence and no Party shall disclose any such information to its respective professional



advisers, to the extent necessary for the fulfillment of any obligations arising from the Agreement, except that any Party may make such disclosures as it reasonably considers are required by law or regulation having the force of law, whereby each Party will notify the other Parties in advance of any such disclosure. The duty to protect confidential information shall survive termination of this Agreement for any reason whatsoever and shall apply irrespective of whether the transactions contemplated hereunder are consummated or not.

16.8. Language and communications. This Agreement has been executed in the English language.

16.9. The Slovenian language shall be used for all communications between the Parties in respect to the subject matter of this Agreement.

16.10. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be made in Slovenian language by hand delivery, first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery to the parties at the following addresses:

If to the Assignor:

Sava d.d.

Attn: President of the Management Board

Dunajska 152, 1000 Ljubljana

Phone:

Fax:

If to the Assignee:

Savatech, d.o.o.

Attn: Igor Hafnar

Address: Škofjeloška cesta 6, 4000 Kranj

Phone: +386 4 206 61 49

Fax: +386 4 206 64 60

16.11. Delivery shall be deemed completed (i) in the case of delivery by hand or by courier service, when delivered; (ii) in the case of delivery by fax, at the time of transmission, provided that the sender has received a confirmation receipt at the end of transmission; or (iii) in the case of prepaid recorded delivery, special delivery or registered post, at 10 a.m. on the fifth day following the date of posting served once it is delivered to the other Party.

16.12. A Party hereto may designate a new contact person, address or fax number for purposes of notices hereunder by giving a notice of such change as herein above provided.

16.13. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of Slovenia.

16.14. Settlement of disputes. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity, violation or termination, shall be finally settled by the competent courts of the Republic of Slovenia.

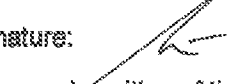
16.15. Agents, costs and expenses. Whether or not the transactions contemplated hereby are consummated, each Party shall bear its own costs, fees and expenses (including taxes and the fees of third persons including without limitation professional advisers and attorneys) incurred in negotiating and implementing the Agreement on the terms set out herein. Each Party agrees to pay the costs, expenses and fees (including reasonable attorneys' fees) incurred by the other Party in successfully enforcing from the adversary Party any of the terms of this Agreement, or in proving that the other Party breached any of the terms of this Agreement. Further, each Party shall bear its own costs of negotiation, preparation and execution of this agreement.

16.16. Counterparts. This Agreement is executed in 4 counterparts in the English language, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Each of the Parties shall receive two counterparts.

16.17. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth below.

Sava, družba za upravljanje in financiranje d.d.

Place/date: 8.1.2013 Ljubljana

Signature: 

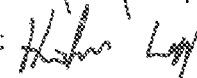
Name and position of the signatory:

Andrej Anđelič  
member of management  
Borke D

MATEJ VINDIČ  
partner of PPS

SAVATECH družba za proizvodnjo in trženje gumenotehničnih proizvodov in pnevmatike, d.o.o.

Place/date: Ljubljana, 08.01.2013

Signature:  

Name and position of the signatory:

MATJAŽ VINDIČ, DIRECTOR

MATEJ VINDIČ, DIRECTOR

ATTACHMENT 1

List of Trademarks / Assigned Goods/Services

1. SLOVENIA

TM No.	Assigned Goods/Services In English	Assigned Goods/Services in local language
9770014 »Sava« Validity: 6.1.2017	<p>01: chemical products for use in industry and in handicrafts; adhesives used in industry and in handicrafts.</p> <p>07: conveyor belts made of rubber; rubber drive belts; mattresses of rubber designed for lifting loads (machine parts), mattresses of rubber for lifting loads (for the use in environmental disasters).</p> <p>09: rubber booms, rubber floating curtains, rubber reservoirs, all the aforesaid products for use in environmental disasters.</p> <p>10: rubberized stoppers for medical and hygienic purposes.</p> <p>12: rubber vibration dampers; rubberized parts incorporated in vehicles.</p> <p>16: offset printing blankets made of rubber; printing plates made of rubber.</p> <p>17: protective coatings for machine parts; rubber coatings for printing rollers; profiled parts used for sealing; mastics included in class 17; insulating materials; other products made of rubber included in class 17, covers made of rubber for dumps; closures made of rubber for sewers and wells.</p> <p>18: imitations of leather.</p> <p>19: non-metallic construction materials; rubberized expansion joints for roads;</p>	<p>01: kemični proizvodi za industrijo in obrt; lepila za industrijo in obrt.</p> <p>07: gumeni transportni trakovi; gumeni jermeni za prenos moči; gumene blazine za dvigovanje bremen (deli strojev); gumene blazine za dvigovanje bremen (za rabo pri ekoloških nesrečah).</p> <p>09: gumeni jezovi, gumene plavajoče zavese, gumeni rezervoarji; vsi prej navedeni proizvodi za rabo pri ekoloških nesrečah.</p> <p>10: gumeni zamaški za rabo v sanitetne in medicinske namene.</p> <p>12: gumeni amortizerji; gumeni deli, vgrajeni v vozila.</p> <p>16: gumene offset obloge; gumene tiskarske plošče.</p> <p>17: zaščitne obloge za dele strojev; gumene prevleke valjev za tiskarske stroje; gumeni tesnilni profili; kiti, ki jih obsega razred 17; izolacijski materiali; ostali gumeni proizvodi, ki jih obsega razred 17; gumene ponjave za deponije; gumeni čepi za zapiranje kanalov in jaškov.</p> <p>18: imitacije usnja.</p> <p>19: nekovinski gradbeni materiali; gumene cestne</p>



		<p>16: rubber offset printing blankets; rubber printing plates.</p> <p>17: protective covers for parts of machines; rubber covers for rollers of printing machines; rubber sealing profiles; mastics such as included in class 17; insulating materials; other rubber products such as included in class 17; rubber tilts for dumping grounds; rubber closures for sealing channels and pits.</p> <p>18: imitations of leather.</p> <p>19: non-metallic building materials; road-type dilatation connectors made of rubber; profiled rods made of rubber; rubber bearings for bridge construction.</p>	<p>16: Kauçuk ofset baskı örtüleri, kauçuk baskı tabakaları.</p> <p>17: Makine parçaları için koruyucu örtüler, baskı makinelerinin silindiri için kauçuk örtüler, kauçuk mühürleme profilleri, macunlar, izolasyon malzemeleri, diğer kauçuk ürünler, moloz yığınları için kauçuk brandalar, kanalları ve hendekleri tıkmak için kauçuk contalar/kilitler.</p> <p>18: Deri taklitleri.</p> <p>19: Metalik olmayan yapı malzemeleri, yol için kauçuktan yapılmış genişleme konektörleri, kauçuktan yapılmış profil çubukları, köprü inşaatında kullanılan kauçuk rulmanlar.</p>
U.S.A.	2,472,603 SAVA Validity 31.7.2021	<p>16: printers' offset printing blankets made of rubber and not of textile.</p> <p>17: environmental control devices for the containment and removal of spills and other floating debris posing ecological threats, namely, inflatable dams, rubber tanks, floating retainers and rubber lifting bags deployable on and recoverable from the contaminated water surface rubber tilts for dumping grounds; rubber closures for sealing channels and pits; rubber stoppers for sealing bottles for sanitary purposes; and rubber sealing profiles, namely, rubber gaskets, rubber dilation profiles for the protection of pipes</p>	