

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IO-Homecontrol Association		05/01/2014	Association pursuant to the laws of France: FRANCE
RECEIVING PARTY DATA			
Name:	VKR Holding A/S		
Street Address:	Breeeltevej 18		
City:	Horsholm		
State/Country:	DENMARK		
Postal Code:	DK-2970		
Entity Type:	CORPORATION: DENMARK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76477927	IO HOMECONTROL	
Serial Number:	76477928	IO-HOMECONTROL	
CORRESPONDENCE DATA			
Fax Number:	4159890932		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-989-5900		
Email:	spohl@cbmlaw.com		
Correspondent Name:	Siegmar Pohl, Esq.		
Address Line 1:	44 Montgomery Street, Ste 400		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Siegmar Pohl		
SIGNATURE:	/Siegmar Pohl/		
DATE SIGNED:	07/03/2014		
Total Attachments: 7			
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TRADEMARK

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TRADEMARK TRANSFER AGREEMENT

BY AND BETWEEN

io-homecontrol association, an association organized and existing under the laws of France and having its head office at 69410 Champagne au Mont d'Or, France, 11 Chemin des Anciennes Vignes (Bâtiment Kyoto) France, Duly represented by its President, Franck Schaedlich.

Hereinafter referred to as: "io-homecontrol" or to as the "Seller",

ON THE FIRST HAND

AND

VKR Holding A/S a company organised under the laws of Denmark and having its principal place of business at Breettevej 18, DK-2970 Hørsholm, Denmark, Duly represented by General Counsel Henrik Rasmussen.

Hereinafter referred to as: "VKR" or to as the "Purchaser",

ON THE OTHER HAND

WHEREAS:

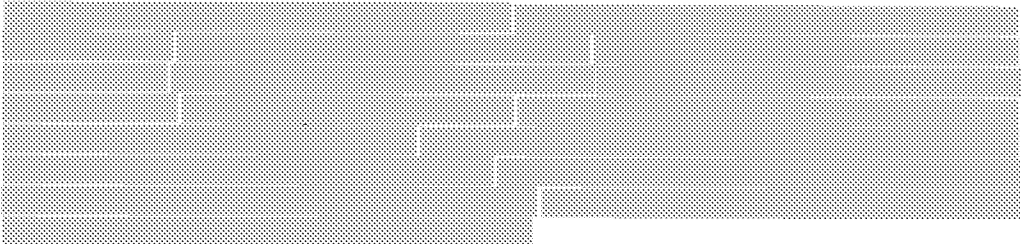
io-homecontrol is the owner of the Trademarks in the Territory (hereafter defined). Such Trademarks have been transferred first from VKR to the io-homecontrol association;

io-homecontrol had decided to re-transfer back to VKR the Trademarks and VKR has decided to take back the said Trademarks pursuant to the terms and conditions set forth hereunder.

NOW THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

1 DEFINITIONS:

For the purposes of this Agreement, the words in capital letter, or with a capital letter, shall have the meaning hereinafter defined:

- **"Agreement"** means the present contract, including any of its appendices.
- **"Territory"** means the countries where the Trademarks are in force.
- **"Trademarks"** means the trademarks "io-homecontrol" (word only: <W>) and "io-homecontrol" (word and design: <fig>) filed and registered in the Territory as listed in Appendix 1 to this Agreement.
- **"Developer"** means the following companies being former members of the io-homecontrol association:

- **"Member"** means the following companies being former members (in addition to the Developer) of the io-homecontrol association at the date of its dissolution: ATLANTIC, CIAT, WINDOW MASTER, SECYOU, OVERKIZ, FIFTH PLAY.

2 TRANSFER OF THE TRADEMARKS

2.1 Transfer:

Seller hereby re-transfers to Purchaser, which accepts, the Trademarks in accordance with the terms of this Agreement. Each party shall supply to the other party promptly with any documents necessary to the transfer of the Trademarks in its own name in the Territory. Such re-transfer is done in consideration of the price fixed in the present Agreement.

2.2 License:

Purchaser shall grant to the other Parties having io-homecontrol products on the market a royalty free, non-exclusive, irrevocable license to use the Trademarks on their io-homecontrol products, with a sublicense right to any of their business partners, suppliers, customers, or any company belonging to their own group.

3 OBLIGATIONS OF SELLER

Seller shall transfer the Trademarks in force to the Purchaser and shall comply with any formalities to enable such transfer.

4 OBLIGATIONS OF PURCHASER

4.1 Use of the Trademarks

The Purchaser shall re-acquire the Trademarks in force at the entrance into force of the present Agreement.

The Purchaser shall keep watch on Trademarks in the Territory and may file opposition to subsequent pending trademarks that the Purchaser - at its sole discretion - finds likely to cause a considerable risk of confusion with the Trademarks.

4.2 Registration of the Trademarks

The Purchaser undertakes to take ownership of all existing registered trademarks.

The Purchaser will be free to include in the license agreement to the former Developer or Member of the io-homecontrol association that such licensees shall never register in their name any trademark likely to cause confusion with the Trademarks. Similar provisions shall apply in respect of trademarks for which rights have been established through use.

4.2 Maintain of the Trademarks

The Purchaser shall maintain the Trademarks in force (unless the Trademarks are no longer in genuine use or in any other way unenforceable) according to relevant applicable laws.

5 ROYALTIES

This Agreement is granted in exchange of the lump sum amount of [REDACTED] exclusive all taxes and VAT that the Purchaser shall pay to the Seller.

6 TERRITORY

This Agreement is granted for the entirety of the Territory.

7 REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser the material existence of the Trademarks, that it is the owner of the Trademarks and that it shall act in good faith towards Purchaser.

In the event that the Trademarks shall be void at the instance of any court, Purchaser represents and warrants that it shall not claim any compensation.

8 INFRINGEMENT

8.1 Infringement by a third party

The Purchaser will manage actions regarding infringements of the Trademarks committed by direct competitors of the licensees.

The Purchaser will take immediate action with respect to the infringing party in order to stop such infringement insofar as the Purchaser considers that it would be able to successfully prosecute the infringing party.

Licensees may enforce their trademarks rights as long as the license in question is registered with the National Trademark and Patent Office.

8.2 Third party proceedings

The Purchaser shall defend – to the extent decided at the sole discretion of the Purchaser - the Trademarks in the event that proceedings or any other trademark claim shall be instituted or made by any third party against the Purchaser.

9 ASSIGNMENT

The Purchaser may assign this Agreement to any of the Purchasers subsidiaries.

10 MISCELLANEOUS

10.1 Parties' Rights

It is hereby stipulated that the business relations formed between the parties pursuant to this Agreement do not confer any rights upon the parties other than those expressly provided for in this Agreement.

10.2 Notification

Until further notification from the parties, all notifications or communications to be addressed by one party to the other party will be considered as having been validly given and received if they are sent by registered mail with return receipt requested and all postal fees paid, to the addresses mentioned in this Agreement.

10.3 Invalidity

In the event that any provision of this Agreement is found to be prohibited by law or is otherwise held invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

10.4 Recording License

Purchaser may, at its own cost, record this Agreement in the National Trademark and Patent Office. Licensees may, at their own cost, register a license Agreement with the relevant National Trademark and Patent Office.

10.5 Applicable Law and arbitration

Danish Law shall govern this Agreement.

All disputes in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination, shall be finally settled under the rules of arbitration of the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced, by one arbitrator.

The seat of arbitration shall be Copenhagen. The procedural law of this place shall apply where the rules are silent.

The arbitral award shall be substantiated in writing. The language of the arbitration proceedings shall be English.

10.6 Domicile and powers

For the purpose of the fulfillment of the undertakings hereunder and for further instructions, directions and notices between the parties, the parties elect domicile at the addresses stipulated on the form of Agreement.

Any change of address shall be notified to the other party by registered post official receipt or any other equivalent notification procedure.

Full powers are given to the bearer of an original copy of this Agreement for the purpose of taking any publication measures licensed to render this Agreement binding upon third parties, and also for the purpose of any other registration procedure, including tax registration.

Each of the parties hereto undertakes to sign, ratify and authenticate all documents licensed for the full execution of this license and any amendments hereto.

10.7 Interpretation of this Agreement

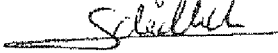
The paragraph headings herein are for reference only and shall have no bearing on the interpretation of this Agreement.

The above recitals form an integral part of this Agreement and any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Made in Paris, France
in three originals copies, two for the SELLER and one for the PURCHASER

For the SELLER
io-homecontrol association



By: Frank SCHAEDLICH, President

For the PURCHASER
VKR Holding AS



By: Henrik Rasmussen, General Counsel

MAY 1, 2014

Appendix 1

Title	Reference	Primary Agency Reference	Country Name	Case Status	Case Type	International Trademark Classes	Registration Date	Registration No
io-homecontrol	9074-AR		Argentina ✓	Registered	Normal	9	04-08-2004	1987054
io-homecontrol	9074-CL		Chile ✓	Registered	Normal	9	11-07-2003	668.833
io-homecontrol	9074-FR		France ✓	Registered	Normal	9, 37, 38, 42	20-12-2002	02 3 171 386
io-homecontrol	9074-GG		Guernsey ✓	Registered	Normal	9, 42	04-04-2008	GT6243
io-homecontrol	9074-IL		Israel ✓	Registered	Normal	9	03-02-2004	161904
io-homecontrol	9074-LB		Lebanon ✓	Registered	Normal	9	24-12-2002	92635
io-homecontrol	9074-MX		Mexico ✓	Registered	Normal	9	27-09-2004	853 135
io-homecontrol	9074-NZ		New Zealand ✓	Registered	Normal	9	12-05-2003	671203
io-homecontrol	9074-PL		Poland ✓	Registered	Normal	9	30-11-2005	169559
io-homecontrol	9074-TW		Taiwan ✓	Registered	Normal	9	16-07-2004	1110688
io-homecontrol	9074-US		United States of America ✓	Registered	Normal	9	19-12-2006	3185174
io-homecontrol	9074-WO		International Trademark ✓	Registered	Normal	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/AT		Austria ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/AU		Australia ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/BX		Belux ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/CH		Switzerland ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/CN		China ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/CZ		Czech Republic ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/DE		Germany ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/DK		Denmark ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/ES		Spain ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/FI		Finland ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/GS		United Kingdom ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/GR		Greece ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/HU		Hungary ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/IE		Ireland ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/IT		Italy ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/JE		Jersey ✓	Registered	Re registration	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/JP		Japan ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/MC		Monaco ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/NO		Norway ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/PT		Portugal ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/RU		Russian Federation ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/SE		Sweden ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-WO/UA		Ukraine ✓	Registered	Madrid Designation	9, 37, 42	06-02-2003	808 802
io-homecontrol	9074-ZA		South Africa ✓	Registered	Normal	9	27-06-2002	2002/20257
io-homecontrol logo	9075-AR		Argentina ✓	Registered	Normal	9	04-08-2004	1987055
io-homecontrol logo	9075-CL		Chile ✓	Registered	Normal	9	03-06-2003	666.444
io-homecontrol logo	9075-FR		France ✓	Registered	Normal	9, 37, 38, 42	20-12-2002	02 3 171 385
io-homecontrol logo	9075-GG		Guernsey ✓	Registered	Normal	9, 42	04-04-2008	GT6242
io-homecontrol logo	9075-IL		Israel ✓	Registered	Normal	9	03-02-2004	161940

Appendix 1

io-homecontrol logo	9075-KR	Korea (South) ✓	Registered	Normal	9	16-12-2005 643 509
io-homecontrol logo	9075-LB	Lithuania ✓	Registered	Normal	9	24-12-2002 92636
io-homecontrol logo	9075-MX	Mexico ✓	Registered	Normal	9	30-04-2003 789720
io-homecontrol logo	9075-NZ	New Zealand ✓	Registered	Normal	9	12-05-2003 671206
io-homecontrol logo	9075-PL	Poland ✓	Registered	Normal	9	08-12-2005 169819
io-homecontrol logo	9075-TW	Taiwan ✓	Registered	Normal	9	01-04-2004 1090579
io-homecontrol logo	9075-U5	United States of America ✓	Registered	Normal	9	07-08-2007 3273143
io-homecontrol logo	9075-W0	International Trademark/Madrid	Registered	Normal	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/AT	Austria	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/AU	Australia	Registered	Madrid Designation	9; 37; 42	11-03-2004 810490/975075
io-homecontrol logo	9075-W0/BX	Belux	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/CH	Switzerland	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/CN	China	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/CZ	Czech Republic	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
io-homecontrol logo	9075-W0/DE	Germany	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
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io-homecontrol logo	9075-W0/ES	Spain	Registered	Madrid Designation	9; 37; 42	06-02-2003 810 490
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io-homecontrol logo	9075-ZA	South Africa ✓	Registered	Normal	9	27-06-2002 2002/20316