

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPAGNIE DE SAINT-GOBAIN		01/17/2013	COMPANY: FRANCE
RECEIVING PARTY DATA			
Name:	ARDAGH GROUP S.A.		
Street Address:	56 RUE CHARLES MARTEL		
City:	L-2134		
State/Country:	LUXEMBOURG		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2717328	SGCINET	
Registration Number:	3688219	VISION4GLASS	
Registration Number:	3698147	VISION2SUSTAIN	
Registration Number:	4408940	ECO SERIES	
Registration Number:	3746448	VISION2SUSTAIN	
Registration Number:	4408941	ECO SERIES	
Registration Number:	4404546	FLEX RUN	
Serial Number:	85768189	AFFINITY	
Serial Number:	85768210	TRANQUILITY	
Serial Number:	85768205	UNITY	
Serial Number:	85768168	HARMONY	
CORRESPONDENCE DATA			
Fax Number:	3172369907		
<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:	3179685529		
Email:	ptodocket@bgdlegal.com		
Correspondent Name:	John V. Daniluck		
Address Line 1:	10 West Market Street		
Address Line 2:	2700 Market Tower		

CH \$290.00 2717328

Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	600389.100031
DOMESTIC REPRESENTATIVE	
Name:	JOHN V. DANILUCK
Address Line 1:	10 WEST MARKET STREET
Address Line 2:	2700 MARKET TOWER
Address Line 4:	INDIANAPOLIS, INDIANA 46204
NAME OF SUBMITTER:	KEITH SWEDO
SIGNATURE:	/KEITH SWEDO/
DATE SIGNED:	04/24/2015
Total Attachments: 8 source=Ardagh assignment#page1.tif source=Ardagh assignment#page2.tif source=Ardagh assignment#page3.tif source=Ardagh assignment#page4.tif source=Ardagh assignment#page5.tif source=Ardagh assignment#page6.tif source=Ardagh assignment#page7.tif source=Ardagh assignment#page8.tif	

Schedule 1 to the Offer Letter

SHARE PURCHASE AGREEMENT

BETWEEN

COMPAGNIE DE SAINT-GOBAIN

AND

ARDAGH GROUP S.A.

Dated [●]

SHARE PURCHASE AGREEMENT

BETWEEN:

COMPAGNIE DE SAINT-GOBAIN, a company organized under the laws of France, whose registered office is at "Les Miroirs" 18, avenue d'Alsace, 92400 Courbevoie, France, and registered with RCS Nanterre under the number 542 039 532, represented by [•], duly authorized for the purpose hereof (hereinafter referred to as "CSG"),

ON THE FIRST PART,

AND:

ARDAGH GROUP S.A., a company organized under the laws of Luxembourg, whose registered office is at 56, rue Charles Martel L-2134 Luxembourg, with registered number B53248, and represented by [•], duly authorized for the purpose hereof (hereinafter referred to as "Ardagh"),

ON THE SECOND PART.

CSG and Ardagh are hereinafter together referred to as the "**Parties**" and each individually as a "**Party**".

RECITALS:

- A. **VERALLIA**, a company organized under the laws of France, whose registered office is at "Les Miroirs" 18, avenue d'Alsace, 92400 Courbevoie, France, and registered with RCS Nanterre under the number 432604031 (hereinafter referred to as "**VERALLIA**"), currently owns and will own on the Closing Date 100 shares of the outstanding share capital and voting rights of SAINT GOBAIN CONTAINERS, INC., a corporation organized under the laws of the State of Delaware (the "**Company**"), such shares representing 100% of the outstanding share capital and voting rights of the Company (the "**Shares**").
- B. The Company currently owns and will own on the Closing Date 1,000 shares of the outstanding share capital and voting rights of MARION GLASS EQUIPMENT AND TECHNOLOGY COMPANY, INC., dba GPS AMERICA, a corporation organized under the laws of Delaware, which is referred to as the "**Subsidiary**" and, together with the Company, the "**Group Companies**", or individually a "**Group Company**".
- C. VERALLIA is an indirect subsidiary of CSG.
- D. Ardagh wishes to purchase either directly, or through a Designated Purchaser(s), and CSG wishes to cause VERALLIA to sell, the Shares, on the terms and subject to the conditions set forth in this Agreement.
- E. Ardagh has indicated that it has entered into this Agreement to acquire the Company in order to acquire the various businesses operated by the Group Companies.

- d) CSG shall procure that the Intercompany Financial Debt Amount (if any) owed by members of the Sellers' Group to the Group Companies shall be repaid by the members of the Sellers' Group as instructed by Ardagh immediately following the Closing on the Closing Date.
- e) CSG shall cause the parties to the Intercompany Financing Arrangements to terminate all Intercompany Financing Arrangements in force as at the Closing Date, with effect from the Closing Date without (except as required by Sections 3.2.3(c) or (d) above) indemnity or payment on account of termination of any kind (notwithstanding any provision in those arrangements or legal or common law right to the contrary each of which shall be waived, if applicable).

3.2.4 Separation Issues

The Parties undertake to work together in good faith, with the objectives of (i) enabling a smooth exit and transition of the Group Companies from the Sellers' Group to the Ardagh Group, and (ii) ensuring that the Business of the Group Companies can continue after the Closing in the same manner as it was conducted as at 31 December 2012 in all material respects. In application of these objectives:

- a) With respect to all assets (including properties, Intellectual Property (and all rights, code and data in relation thereto), technical drawings and documentation (and all related information and archive data), licenses, equipment, machinery and spare parts) that are used in the conduct of the respective businesses of the Group Companies as currently conducted (the "**Assets and Rights**"), and all services that have been provided by any member of the Sellers' Group to the Group Companies during the 12 months ended 31 December 2012 (the "**Services**"):
 - (i) all Assets and Rights that are owned or held by a Group Company will continue to be owned or held by such Group Company up to and following the Closing Date without any cost, charge or liability of the Group Companies to the Seller's Group in respect thereof, whether one-off or ongoing, subject to the operation of the Business by the Group Companies in the ordinary course in compliance with Section 3.1.1;
 - (ii) subject to any third party rights in relation thereto, all Assets and Rights owned or held by the Sellers' Group and used primarily or exclusively by the Group Companies will be transferred, on or before the Closing Date, to the ownership or entitlement of the Group Companies, without any cost, charge or liability of the Group Companies to the Seller's Group (and pending such transfer, the Group Companies will be entitled to continue to use such Assets and Rights in the same manner as currently but without any cost, charge or liability of the Group Companies to the Sellers' Group in respect thereof, whether one-off or ongoing); provided that to the extent such Assets and Rights are also used by the Sellers' Group, the Group Companies shall grant a perpetual royalty-free, non-sublicensable (other than to other members of the Sellers' Group) license to such members of the Sellers' Group in respect of such use;

- (iii) subject to any third party rights in relation thereto, with respect to all fixed assets owned or held by the Sellers' Group and not used primarily or exclusively by the Group Companies, CSG shall procure that the relevant member of its Group will grant to the Group Companies a perpetual royalty-free, non-sublicensable (other than to members of the Ardagh Group) license in respect of such use;
 - (iv) subject to any third party rights in relation thereto, all other Assets and Rights owned or held by the Sellers' Group and not used primarily or exclusively by the Group Companies and all Services shall continue to be made available or provided by the Sellers' Group to the Group Companies until the Closing Date and for a maximum period of twelve months thereafter on the same terms and conditions as apply as from 1 January 2013.
- b) Notwithstanding the general principles set forth in Section 3.2.4a),
- (i) with respect to any Service that can reasonably be obtained from the Ardagh Group or a third party at a reasonable market price, Ardagh shall make all appropriate arrangements to put in place the provision of such Relevant Service from the Ardagh Group or such third party (instead of from the Sellers' Group) as from the Closing Date or as soon as practicable thereafter, and the Sellers shall, and shall cause the Group Companies to, cooperate therewith; and
 - (ii) with respect to Assets or Rights where it would be appropriate in view of the past use thereof that any such Assets or Rights should be jointly owned or licensed by one Party to another for a period longer than twelve months after the Closing Date, the Parties shall negotiate in good faith the terms of such joint ownership or license agreement between the Parties or the other members of the Sellers' Group and/or Ardagh Group.
 - (iii) With respect to the aircraft owned by a member of the Sellers' Group and used in connection with the Business:
 - (A) such aircraft shall be excluded from the definition of Assets and Right;
 - (B) the Sellers' Group shall have no obligation to make such aircraft available for any reason for use by the Group Companies;
 - (C) as from 1 January 2013, the Group Companies will not have any Liability in respect thereof (including in respect of maintenance thereof) and for the avoidance of doubt any fees, costs, charges or expenses incurred by any Group Company in relation thereto will be treated as Leakage; and
 - (D) the Sellers shall indemnify and hold harmless Ardagh and the Group Companies in respect of any Losses incurred by the Group Companies in respect of the Aircraft or the ownership thereof.
 - (iv) With respect to hedging arrangements in place as of the Offer Date, the Seller's Group shall continue to provide until the Closing Date any such hedging services to the Group Companies pursuant to the existing ISDA Master

Agreement; provided that the existing ISDA Master Agreement shall be amended so that the Group Companies shall still be able to execute hedges on behalf of the Group Companies during the period between the date hereof and the Closing Date subject to the posting of collateral by the Group Companies (and the posting of such collateral shall not be deemed to be a breach of Section 3.1.1 or Leakage). After the Closing Date, the Seller's Group will no longer have any right or obligation to execute hedges for SGCI, and the hedging portfolio shall remain in place in accordance with its terms (subject to Sections 3.8 and 3.9) until the earlier of its expiration and the date of its due termination.

- (v) CSG undertakes to procure that the secondment of the Seconded Employees shall continue for the periods of time as set forth on **Schedule 3.5.2**. With respect to those four Seconded Employees (the "**Specified Seconded Employees**") whose secondment will terminate on the date which is 30 days after the Closing as set forth on **Schedule 3.5.2**, (A) the Sellers will procure that the employment of the Specified Seconded Employees by the Group Companies will continue for a period of at least 30 days after the Closing Date, (B) the Sellers and Ardagh will cooperate between the date hereof and the Closing Date in respect of the process for finding appropriate replacement employees for the positions held by all such Seconded Employees and (C) the Sellers shall make all such Seconded Employees available (whether in person or by telephone) from time to time as may be reasonably required by Ardagh for a period of 90 days after the respective dates of termination of such secondments.
- (vi) With respect to the patent DILUTED FLAME COMBUSTOR (PCT/US2012/00043210/03/2012) relating to diluted combustion designed to homogenize flame temperature to avoid peaks for the same average temperature (A) the Company shall transfer such patent to a member of the Sellers' Group prior to the Closing for nominal consideration and (B) such member of the Sellers' Group shall grant to the Company a perpetual royalty-free license in respect of such patent, non-sublicensable (other than to members of the Ardagh Group).
- (vii) With respect to the CAD tool developed by Saint Gobain CV for the glass activities of the Sellers' Group, which is designed to perform detailed 3D drawing, for which the current version recently implemented in the Company is able to (i) work on 3D drawings of all 29 US furnaces and (ii) move towards VERALLIA standards in terms of materials and designs, CSG shall use reasonable efforts to develop for the Group Companies a specific version of such CAD tool to be limited to cover the Business as currently conducted, to be delivered in object code (*exécutable*) form (and not source code form) and to reflect the most recent updated version of such CAD tool. CSG shall commence such development as soon as practicable after the date hereof, shall dedicate appropriate resources thereto and shall use its reasonable efforts to complete such development on or before the Closing Date. In the event that such development is not completed on or before the Closing Date, the provisions of Section 3.2.4a)(iv) shall apply with respect to the CAD tool until such development is completed.

- c) In addition to the provisions of Section 10.13(f), the Seller will be entitled to make reasonable arrangements to ensure that with effect from the Closing Date none of the Group Companies retain any access to any data or information to the extent relating to the business of the Sellers' Group other than the Business or any other business of any Group Company (including notably any information in relation to VERALLIA-CSG furnace designs that is not related to furnaces used in connection with the Business) save that nothing herein shall prevent the Group Companies from retaining all necessary data and information existing on the Closing Date relating to their respective businesses.
- d) The provisions of Sections 3.2.4(a)(ii) shall apply *mutatis mutandis* in relation to any assets or rights owned or held by the Group Companies and used exclusively or primarily by the Sellers' Group and Section 3.2.4(a)(iii) shall apply *mutatis mutandis* in relation to services provided by the Group Companies to the Sellers' Group.
- e) If following the Closing Date any of the Group Companies remains liable for any Liability that prior to the Closing Date related exclusively or primarily to a business or asset of the Sellers' Group prior to and on such date (each a "**Non-Business Liability**"), the Sellers shall use their respective best efforts to procure that the relevant Group Company shall be promptly fully and unconditionally released from all of its obligations in respect of such Non-Business Liabilities at no cost to the Group Companies or the Ardagh Group and, pending such release, the Sellers shall indemnify Ardagh and the Group Companies against any and all Losses suffered or incurred in relation to such Non-Business Liability for the period from Closing until such relevant Group Company is so released.
- f) If following the Closing Date any member of the Sellers' Group becomes liable for any Liability first arising after the Closing Date and related exclusively to the conduct of a business of the Group Companies or to an asset of the Group Companies (each a "**Business Liability**"), Ardagh shall use its best efforts to procure that the relevant members of the Sellers' Group shall be promptly fully and unconditionally released from all of its obligations in respect of such Business Liabilities at no cost to any member of the Sellers' Group and, pending such release, the Ardagh Group shall indemnify the relevant members of the Sellers' Group against any and all Losses suffered or incurred in relation to such Business Liability for the period from Closing until such relevant member of the Sellers' Group is so released

3.3 Cooperation; Further Assurance

- a) Each Party shall use its reasonable best efforts to ensure that all measures necessary or useful are taken in a timely manner for the completion of the Transaction and shall cooperate with the other Parties and execute and deliver such additional documents and instruments and perform such additional acts as may be reasonably necessary or appropriate, before or after the Closing Date, to carry out and perform all of the terms and provisions of this Agreement.
- b) Ardagh shall cause the Group Companies to cooperate, at the cost of CSG, after Closing, with CSG as to any reasonable requirements of CSG in connection with its Taxes, preparation of financial statements, regulatory filings and other matters

held and any information that is in the public domain) about the Sellers' Group and the Retained Business obtained in the context of the Transaction.

"Seller-Prepared Tax Return" is defined in Section 3.11.1

"Sellers' Group" means CSG and each of the entities (other than the Group Companies) that are controlled by CSG (within the meaning of Article L. 233-3 of the Code de Commerce).

"Sellers' Group Insurance Policies" means the insurance policies covering, in whole or in part, any of the Group Companies, their activities, employees or assets (including the SAGA/AGF property damage and XL product liability policies), to which an entity of the Sellers' Group is a party.

"Sellers' Guarantees" is defined in Section 3.8.

"Senior Employee" means any employee of a Group Company classified as Grade seven (7) or higher, of which there were approximately 45 as at the Offer Date.

"Shares" is defined in Recital A.

"Structuring" is defined in Section 3.1.3.

"Subsidiary" is defined in Recital B.

"Sum" is defined in Section 8.10(d).

"Target EBITDA" means US\$ 270,000,000.

"Tax Authority" means any governmental authority responsible for the assessment or collection of Taxes.

"Tax Claim" means any claim with respect to any breach of any Warranty provided under Section 5.17 of this Agreement or any covenant provided in Section 3.11.

"Taxes" shall mean all income, profit, payroll, gross receipts, social security, withholding, sales, use, transfer, registration, value added, ad valorem, real or personal property, excise, occupation, customs, import and export or other taxes and governmental fees imposed by any local, municipal, state, federal, country or by any governmental authority or other authority charged with levying taxes or fees, and all interest for late payment and penalties relating thereto, and all interest for late payment and penalties relating thereto. **"Tax"**, **"Taxation"** and **"Taxable"** shall have meanings correlative to the foregoing.

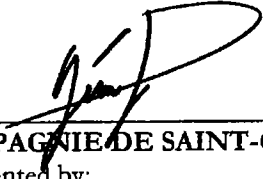
"Tax Proceeding" is defined in Section 8.5a).

"Tax Return" means any report, return or other written document required to be supplied to a Tax Authority in connection with any Taxes.

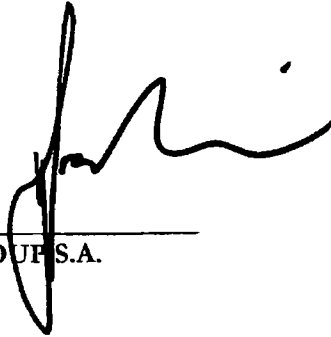
"Tax Warranties" means the Warranties in Section 5.17.

"Territory" is defined in Section 3.5.1d).

Executed in Luxembourg
on 17 January 2013
in two originals.



COMPAGNIE DE SAINT-GOBAIN
represented by:
Delphine Geny-Stephann



ARDAGH GROUP S.A.
represented by:
Herman Troskie