

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anoto Group AB		03/01/2015	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Virrata AB		
Street Address:	Plejelvägen 17		
City:	SKANÖR		
State/Country:	SWEDEN		
Postal Code:	239 31		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2404552	C-PEN	
CORRESPONDENCE DATA			
Fax Number:	7036688200		
<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:	703-668-8000		
Email:	dcdocketing@hdp.com		
Correspondent Name:	Josh A. Partington		
Address Line 1:	11730 Plaza America Dr. #600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	10400TM-200351-US		
NAME OF SUBMITTER:	Josh A. Partington		
SIGNATURE:	/Josh A. Partington/		
DATE SIGNED:	02/02/2018		
Total Attachments: 8			
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2015.03.01

SALES AND SERVICE AGREEMENT

This agreement (the "Agreement"), Effective as of March 1, 2015 ("Effective Date"), is entered into by and between C Technologies AB, Swedish corporate ID No. 556753-5306, with its principal place of business at Traktorvägen 11, SE-226 60 Lund, Sweden ("CTech") and to the extent that follows from the text below its parent companies Anoto AB (556320-2646) and/or Anoto Group AB (556532-3929), on one hand, and Virrata AB, Swedish corporate ID No. 556985-2139, with its principal place of business at Plejelvägen 17. 239 31 Skanör, Sweden ("Virrata"), on the other hand.

CTech and Virrata are hereinafter referred to individually as a "Party" and collectively as the "Parties". Other terms written with capital first letter(s) shall have the meaning assigned to them in this Agreement.

WHEREAS,

The Parties hereto have jointly come to the conclusion that it is in both Parties best interest to let Virrata effectively acquire CTech's entire line of business, subject to rights and responsibilities towards CTech's existing suppliers and licensors.

NOW, THEREFORE,

The Parties have agreed as follows:

1 Sale of Intellectual Property

1.1 Subject to the terms and conditions of this Agreement, Anoto Group AB ("AGAB") and CTech hereby sells and assigns to Virrata the entire and exclusive right, title and interest in and to the Sold IP (as defined collectively in Exhibit 1 and in Exhibit 2 hereto) and Virrata acquires and assumes from AGAB and CTech all such right, title and interest in or to the Sold IP.

1.2 The sale of the Sold IP is complete, worldwide, perpetual and includes any and all rights of enforcement with respect to the Sold IP, including the right to sue and recover for past infringement thereof, and any and all causes of action related thereto, as well as the unrestricted right to commercialize, use, alter, modify, service, market, transfer, license or otherwise dispose of all or any part of the Sold IP.

1.3 Only the Sold IP is transferred under this Agreement. All personnel of CTech, as well as all liabilities under its agreements and contracts, and all other liabilities and obligations of whatever nature, are hereby expressly excluded, and will remain the sole liability of CTech. CTech shall indemnify and hold harmless Virrata against all costs, claims and liabilities which may arise against Virrata in relation to such personnel of CTech and such liabilities and obligations. In relation hereto, CTech specifically acknowledges that Virrata's future business might depend on suppliers which CTech already has business relations with. Given that such suppliers might have difficulties separating between CTech and Virrata, CTech warrants that it will use its best commercial efforts to honour any of its obligations towards such suppliers, including payment obligations.

1.4 The Sold IP is provided "as is" to Virrata, with no warranties given by AGAB or CTech and no liabilities of any kind assumed by AGAB or CTech. Accordingly, Virrata uses the Sold IP solely at its own risk.

1.5 AGAB and CTech agrees to use its best commercial efforts to assist Virrata in gaining formal control of the Sold IP; free of internal charges, on or after the Effective Date as mutually agreed. All external costs for the assignment of Sold IP (to the extent applicable, for example external service charges for formal change of ownership of patents) shall be paid by Virrata.

1.6 AGAB and CTech acknowledge that, as of the Effective Date, it shall cease immediately to have any right or title to the Sold IP.

Initials: AG VP

TRADEMARK

REEL: 006264 FRAME: 0783

2 Considerations

- 2.1 In consideration of the rights and granted to and ownership assigned to Virrata under Section 1, Virrata agrees to pay to CTech a one-time fee of one Swedish krona (SEK 1.00), payable immediately upon receipt of invoice from CTech.

3 CTech's Continued Rights

- 3.1 Notwithstanding anything of the foregoing, CTech is hereby granted the perpetual and irrevocable right by Virrata under the Sold IP (i) to sell Products, and (ii) to copy and distribute any object code of host software designed to accompany the Product, including but not limited to the 'C-Pen Core' software for Windows, as such software exist on the Effective Date, for a period of six (6) months counting from **Effective Date**.

4 Activities Prior to Effective Date

- 4.1 As of the date of the last signature of this Agreement (the "**Signing Date**"), the Parties acknowledge that there are no outstanding orders received by CTech due for delivery and/or invoicing more than six months after the Effective Date. An outstanding order of 13.000 "CLX PayPen II" received by CTech prior to the Signing Date is expected to be delivered and invoiced prior to the Effective Date, and shall in any event (also in case of delays in delivery until after six months after the Effective Date/September 1) be delivered and invoiced by CTech.

- 4.2 However, the Parties agree that any sales activities made by CTech up until the Effective Date, resulting in new order(s) received after the Signing Date, to the furthest possible extent (in particular subject to the customer's acceptance) shall be assigned from CTech to Virrata as soon as possible after the Effective Date (applies only if ordered products are not available for shipment within six months after Effective Date). As an alternative, CTech agrees (subject to the customer's acceptance) that Virrata accepts such orders in Virrata's name, also prior to the Effective Date and also if the preceding sales activities have been made in CTech's name and by CTech's staff.

- 4.3 In relation to such new purchase orders, CTech will to the furthest possible extent *not* issue any corresponding production orders to any contract manufacturer. Instead, subject to Section 4.2 which shall prevail for purchase orders for Products, the Parties agree that such production orders will be placed by Virrata; whether prior to or after the Effective Date.

- 4.4 In the event that an order accepted by CTech cannot be assigned as contemplated in Section 5.2, or a production order cannot be placed by Virrata as contemplated in Section 5.3, then the Parties agree to discuss the situation in good faith and seek an amicable solution, taking both Parties' and the customer's and the contract manufacturer's best commercial interests into account.

5 Service Arrangement

- 5.1 **Virrata's access to CTech's office facilities:** For as long as CTech and/or its parent companies Anoto AB and Anoto Group AB (collectively "**Anoto Group**") is effectively a tenant at the premises of Traktorvägen 11, Lund, Sweden, but in no event longer than until September 30, 2015 (the "**End Date**"; end of Anoto Group's present lease agreement), Anoto Group agrees to provide the following services to Virrata, free of charge:

- a) **Physical facilities:** Virrata will have the right to use one (1) office room of approx. 20 square meters, capable of housing office space for up to three (3) of its employees. Further, Virrata will have rights to use up to 20 square meters of one (1) additional room suitable for storage of goods. Virrata will also have access to all common resources available to Virrata at these premises, such as reception, internal and external conference rooms, and lunch room. Electricity, heating, security (access control, burglar and fire alarms, etc.) is provided for by Anoto Group to the same extent as Anoto Group provides it to itself.

In relation hereto, Virrata agrees to comply with all Anoto Group office rules and otherwise to act responsibly and in accordance with good business practice. Virrata may not sublease the facilities it has access to. Virrata's breach of any office security rules is a material breach of this agreement and may in addition to any other consequences result in immediate revocation of any of its rights under this section 4.

- b) **Communications:** Virrata will have the right to use Anoto Group's DMZ/Café-LAN network. The right is limited to personal computers and explicitly excludes any right to operate a webserver or other externally accessible server device from within the network. Anoto Group agrees to use reasonable commercial efforts to operate said network, but cannot guarantee and shall not be held liable if the network is not available.

In relation hereto, Virrata agrees to comply with all Anoto Group IT policies and otherwise to act responsibly and in accordance with good business practice. Virrata's failure to do so is a material breach of this agreement and may in addition to any other consequences result in immediate revocation of any of its rights under this section.

- c) **Operation of storage facilities:** CTech agrees to continue to operate the practical storage of Sold IP (NAS, CVS) including backup facilities existing on the Effective Date until further notice. CTech reserves the right to charge Virrata, and Virrata then agrees to pay, for any direct operating costs of such storage, at self-cost. CTech may at any time announce that it will stop such operation, with at least one (1) month prior notice, where upon Virrata will have to seek its own storage services. Additionally, Virrata agrees to announce to CTech without undue delay if and when it has no further use of the practical storage operated by CTech, thereby allowing CTech to in any case shut it down at its own discretion and in due course.

5.2 If Virrata ceases to use any of the facilities made available to it under Section 6.1 (i.e. not just temporarily, such as due to vacations), then Virrata shall be deemed to have waived any remaining rights to make further use of the abandoned service, and Anoto Group shall have no obligation to resume to provide the services if Virrata would request so later on.

5.3 The Parties acknowledge that as of the Effective Date, no other services than the ones expressed above are provided by Anoto Group to Virrata. Accordingly, Virrata is itself responsible for all other services it may require, for example but not limited to CRM and bookkeeping systems, financial audits, insurance arrangements, telephone communications, website hosting, shipping services, and other supplier arrangements.

6 Corporate Naming, Assignment of Contracts

6.1 Given that Virrata in all essentials will carry on with the business so far conducted by CTech, the Parties agree to execute a name change under which CTech will abandon the name "C Technologies AB" for the purpose of Virrata being allowed to assume this name.

6.2 The Parties acknowledge that this effective transfer of name does not mean any transfer of rights and responsibilities of the respective Party other than as outlined in this Agreement. The Parties will jointly explain to their respective suppliers and customers that Virrata is a new legal entity, not to be mixed with CTech even if Virrata will present itself with CTech's original name.

6.3 Virrata acknowledges that it may have to establish its own supplier relations including but not limited to obtaining its own licenses to certain technology and services if and when it initiates product development activities. This Agreement does not mean any assignment of existing agreements between CTech and its suppliers to Virrata. Any such assignment will be addressed separately, and will typically be conditioned on approval from the respective supplier.

6.4 CTech agrees to cooperate in good faith and where possible allow assignment of any of its supplier or customer contracts to Virrata, subject to Virrata's request and other contracting parties' approval, where applicable.

7 Confidentiality

- 7.1 Each Party acknowledges that in the course of the cooperation under this Agreement actively or passively may get access to sensitive information associated with the other Party, including but not limited to non-public information relating to (i) the other Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (ii) third-party information that the other Party is under an obligation to keep confidential; whether designated as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential (collectively "Confidential Information").
- 7.2 However, a Party's Confidential Information does not include any information that becomes public knowledge without breach of this Agreement, is developed by the other Party without access to the first Party's Confidential Information, is received by the other Party from a third party without breach of any confidentiality obligations, is required by law or court decree to be disclosed to a governmental agency or court of law, or is authorized by the first Party for publication.
- 7.3 Each Party agrees to protect and avoid disclosure of the other Party's Confidential Information to the same extent as it protects and avoids disclosure of its own Confidential Information, but in any event not with less than reasonable care in accordance with good business practice.
- 7.4 Each Party agrees that it may not use the other Party's Confidential Information for any purpose other than to fulfill its obligations under this Agreement.
- 7.5 Each Party hereby acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm and significant damage to the other Party, which may be difficult to ascertain. Accordingly, the other Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

8 Governing Law and Jurisdiction

- 8.1 This Agreement and the validity thereof shall be governed by and construed in accordance with the substantive laws of Sweden.
- 8.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be Swedish. However, notwithstanding the aforementioned, any court of competent jurisdiction may (i) process and enforce requests for preliminary injunction, (ii) settle disputes on payments, and (iii) enforce the rulings of an arbitral proceeding irrespectively of any confidentiality provisions that otherwise might apply to such proceeding.

9 Miscellaneous

- 9.1 This Agreement embodies the entire understanding between the Parties with respect to the subject matter of the Agreement. The Agreement shall not be modified except by in writing, duly signed by authorized officers of both Parties. The failure of either Party to require performance by the other Party of any provision of the Agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of the Agreement be found unenforceable by a court of competent jurisdiction, the remainder shall remain in effect to the furthest possible extent.
- 9.2 **Assignment:** Neither Party may assign any of its rights and obligations under this Agreement without the

prior written consent of the other Party.

9.3 Force Majeure: Neither Party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labor disputes and governmental or public authorities' demands or requirements.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' duly authorized representatives in two (2) identical originals of which the Parties have taken one (1) each.

C TECHNOLOGIES AB

Virrata AB

Lund 16.03.15
Place and date

Lund 16.03.15
Place and date

[Signature]
Signature

[Signature]
Signature

STEIN REVERBY
Printed name

PETER JOHANSSON
Printed name

CEO ANOTO GROUP AB
Title

owner Virrata AB
Title

ANOTO AB/ANOTO GROUP AB

Lund 16.03.15.
Place and date

Place and date

[Signature]
Signature

Signature

STEIN REVERBY
Printed name

Printed name

CEO
Title

Title

Exhibit 1: Anoto Group AB Patents, Trademarks and Domain Names

Exhibit 2: C Technologies AB Intellectual Property

Exhibit 1

Anoto Group AB Patents, Trademarks and Domain Names

The following forms together with what is listed in Exhibit 2 "Sold IP":

IP Type	Case Title	Country/Region	Case Status	Reg. No.	Renewal
Design	CD0001 Magic Stick I/US	United States of America	Registered	460074	na
Design	CD1201-Isaac/EU	European Design-RCD	Registered	002084723	2017-08-31
Design	CD1201-Isaac/US	United States of America	Registered	D686621	na
Design	CD9901 C-PEN II/FR	France	Registered	568773-568780	2024-09-08
Design	CD9901 C-PEN II/US	United States of America	Registered	Des.433416	na
Patent	CP0301-2D BarCode/US	United States of America	Registered	US7303130	2015-06-04
Patent	CP9601 C-Pen/DE	Germany	Registered	4040131	2015-11-03
Patent	CP9601-C-Pen/ES	Spain	Registered	1010131	2015-11-03
Patent	CP9601-C-Pen/FR	France	Registered	1010131	2015-11-03
Patent	CP9601-C-Pen/GB	United Kingdom	Registered	4040131	2015-11-03
Patent	CP9801-C-Pen Picture/US	United States of America	Registered	US 6715686	2015-10-06
Patent	CP9804-Magic Stick I/US	United States of America	Registered	US6906699	2016-12-14
Trademark	CT1101-C-Pen-loggan/EU	European Trademark-CTM	Registered	10518496	2021-12-31
Trademark	CT1301-New C-pen logo/EU	European Trademark-CTM	Registered	011524551	2023-01-31
Trademark	CT9601 C-PEN/CA	Canada	Registered	540226	2016-01-24
Trademark	CT9601 C-PEN/CN	China	Registered	1293644	2019-07-13
Trademark	CT9601 C-PEN/CTM	European Trademark-CTM	Registered	000725309	2018-01-12
Trademark	CT9601 C-PEN/JP	Japan	Registered	4325646	2019-10-15
Trademark	CT9601 C-PEN/RU	Russian Federation	Registered	175496	2018-01-30
Trademark	CT9601 C-PEN/SE	Sweden	Registered	323025	2017-04-18
Trademark	CT9601 C-PEN/US	United States of America	Registered	2404552	2020-11-14
Trademark	CT9801 C/AU	Australia	Registered	788412	2019-03-15
Trademark	CT9801 C/CA	Canada	Registered	547259	2016-06-27
Trademark	CT9801 C/CN	China	Registered	1469784	2020-11-06
Trademark	CT9801 C/CTM	European Trademark-CTM	Registered	000871533	2018-07-09
Trademark	CT9801 C/JP	Japan	Registered	4457065	2021-03-02
Trademark	CT9802 C WRITE/CA	Canada	Registered	554234	2016-11-21

Domain Name	Paid Until Date	Status
c-pen.com	17-Oct-2015	Active
c-pen.se	14-Apr-2015	Pending Lapse
c-technologies.com	17-Oct-2015	Active
c-technologies.se	22-Apr-2015	Pending Lapse
cdictionary.com	22-Apr-2015	Pending Lapse
cpen.com	11-Dec-2014	Active
cpen.net	25-Jan-2017	Active
cpen.se	28-May-2015	Active
cpenonline.co.uk	05-May-2015	Pending Lapse
cpenonline.com	04-May-2015	Active
cpenonline.de	08-Oct-2015	Active
cpenonline.eu	31-May-2015	Active
cpenonline.fr	09-May-2015	Active
cpenus.com	05-Jul-2015	Active
cpenusa.com	05-Mar-2015	Active
ctechnologies.se	08-Nov-2015	Active

[End of Exhibit]

Exhibit 2

C Technologies AB Intellectual Property

The following forms together with what is listed in Exhibit 1 "Sold IP":

1. Files on CTech's NAS:

The content of all files under \\ctech-nas\, as of the Effective Date and to the extent such content is owned by CTech on the Effective Date.

A copy of the content of this folder including its subfolders will be/was created on the Effective Date for CTech's reference.

2. Source code in Anoto/CTech CVS:

The CTech-related content in the CVS repository operated by Anoto Group, as it exists on the Effective Date. However, and although it is CTech's belief that no CTech-related content is shared with Anoto Group, if any code is shared with Anoto Group then such shared code is *not* a part of the Sold IP but instead licensed by CTech to Virrata on a perpetual, royalty-free basis to be used by Virrata for any purpose it sees fit.

A copy of the CTech-related content in the CVS repository will be/was checked out and filed on the Effective Date for CTech's reference.

[End of Exhibit]