

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG		07/02/2004	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA	
Name:	SICPA Holding S.A.
Street Address:	Avenue de Florissant 41
City:	Prilly
State/Country:	SWITZERLAND
Postal Code:	CH-1008
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76381419	SICPAGUARD
Registration Number:	2717720	SICURA
Registration Number:	2662294	OPTION
Registration Number:	2668140	SICPA OASIS
Registration Number:	2638607	S-20
Registration Number:	2657996	SECURSTRIP
Registration Number:	2667899	THE SIGNATURE OF GLOBAL SECURITY
Registration Number:	2535979	OVI
Registration Number:	2535203	SICPAMED
Registration Number:	2590162	SICPATAX
Registration Number:	2375720	SICPA
Registration Number:	2266361	SICPA
Registration Number:	2181771	SICPA
Registration Number:	2163241	SICPA
Registration Number:	2412710	OVI

CH \$690.00 76381419

Registration Number:	1565337	SICPA
Registration Number:	1425357	TRANSFACEL
Serial Number:	76372586	SICPASHIFT
Serial Number:	76349544	SICPASTAR
Serial Number:	76179138	SICPAMOBILE
Serial Number:	76111783	SICPASECUR
Registration Number:	2728555	SICPAMARK
Serial Number:	76111780	SICPASSURE
Registration Number:	2749219	SICPATRACE
Registration Number:	2728554	SICPAPROTECT
Serial Number:	76111776	SICPASECURBRAND
Serial Number:	76503090	SICPATALK

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-425-7200  
Email: tmdocketny@kenyon.com  
Correspondent Name: Gregg A. Paradise, Esq.  
Address Line 1: One Broadway  
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 12561/1

**DOMESTIC REPRESENTATIVE**

Name: Gregg A. Paradise, Esq.  
Address Line 1: One Broadway  
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Gregg A. Paradise, Esq.

Total Attachments: 5  
source=page 1#page1.tif  
source=page 2#page1.tif  
source=page 3#page1.tif  
source=page 4#page1.tif  
source=page 5#page1.tif

## **PLEDGE RELEASE MEMORANDUM REGARDING PATENTS AND TRADEMARKS**

dated ~~2nd June~~ <sup>July</sup> 2004

**between**

**UBS AG, Bahnhofstr. 45, CH-8098 Zurich, Switzerland (the "Security Agent")**

as Security Agent, for itself and for and on behalf of the other Finance Parties

**as Pledgees**

**and**

**SICPA HOLDING S.A., Avenue de Florissant 41, CH-1008 Prilly, Switzerland**  
**SICPA-AARBERG S.A. Prilly, Avenue de Florissant 41, CH-1008 Prilly, Switzerland**  
**SICPA MANAGEMENT SA, Avenue de Florissant 41, CH-1008 Prilly, Switzerland**  
**SICPA SINCLAIR BV, Didamseweg 142, NL-6902 PE Zevenaar, Netherlands**  
**SICPA SECURINK CORPORATION, 8000 Research Way, Springfield, VA 22153 USA**  
**SICPA PRODUCT SECURITY LLC, 8000 Research Way, Springfield, VA 22153 USA**

**as Pledgors**

**TRADEMARK**

**REEL : 002897 FRAME: 0758**

**WHEREAS**

- (A) Sicpa Holding S.A., Sicpa-Aarberg S.A. Prilly (formerly known as Sicpa-Aarberg AG), Sicpa Management S.A., Sicpa Sinclair BV, Sicpa Securink Corporation and Sicpa Product Security LLC as Pledgors on the one side and UBS AG as Security Agent for and on behalf of the other Finance Parties (as defined in the Facility Agreement referred to below) as Pledges on the other side entered into an agreement regarding the pledge of patents and trademarks dated 26 June 2003, as supplemented and amended from time to time (the "**Patents and Trademarks Pledge**").
- (B) The Patent and Trademark Pledge was concluded in connection with the entry into of a facility agreement between, among others, Noma Holding S.A. and Sicpa Holding S.A. and certain of their subsidiaries (together the "**Sicpa Group**") and UBS AG as facility agent (the "**Facility Agent**") and others, originally dated 23 March 2000 as amended, restated or supplemented from time to time (the "**Facility Agreement**").
- (C) The Sicpa Group is in a re-financing process and such re-financing is realized by (i) the entry into of a new credit agreement between BNP Paribas and Credit Suisse First Boston as arrangers, BNP Paribas as new facility agent (the "**New Facility Agent**") and new security agent (the "**New Security Agent**") and the lenders identified therein on the one side and Sicpa Holding S.A. and others on the other side (the "**Senior Credit Agreement**") and (ii) the issuance of notes by Noma Luxembourg S.A. (the "**Notes**").
- (D) The purpose of the Senior Credit Agreement and the issuance of the Notes is, *inter alia*, the re-financing of the financial indebtedness of the Sicpa Group under the Facility Agreement and, therefore, funds will be paid directly to the Facility Agent in settlement of the outstanding facilities under the Facility Agreement.
- (E) The Security Agent, acting for itself and for and on behalf of (and on the instructions of and with the consent of) the other Finance Parties (as defined in the Facility Agreement), is willing to terminate the Patents and Trademarks Pledge and to release all Patents and Trademarks pledged under the Patent and Trademark Pledge from the pledges created thereunder on the date of this Pledge Release Memorandum.

**NOW, THEREFORE**, this Pledge Release Memorandum is concluded as follows:

- 1. The terms defined in the Patents and Trademarks Pledge shall have the same meaning in this Pledge Release Memorandum.
- 2. The parties hereto agree and confirm hereby that, on the date of this Pledge Release Memorandum, (i) all the Secured Obligations have been fully discharged (by way of repayment and back-to-back guarantees solely for the purposes of covering the let-

2  
  
TRADEMARK

REEL: 002897 FRAME: 0759

ters of credit and performance bonds issued under the Facility Agreement that remain outstanding after the date of the issuance of the Confirmation of Repayment) or otherwise terminated to the full satisfaction of the relevant Finance Party in full in accordance with the terms of the Finance Documents, (ii) the Patents and Trademarks Pledge is terminated and (iii) all Pledged Assets pledged under the Patents and Trademarks Pledge are released by the Pledges from the pledges and from any other security interests (if any) created thereunder.

3. The Security Agent undertakes to file this Pledge Release Memorandum with the US Patent and Trademark Office and to take any step that may be necessary in order to perfect the above mentioned releases of the Patents and Trademarks Pledges from the pledges and from any other security interests (if any) created under the Patents and Trademarks Pledge (it being understood that the pledges created under the Patents and Trademarks Pledge have been registered in the USA as assignment for security purposes).
4. The effect of this Pledge Release Memorandum is expressly limited to the Patents and Trademarks Pledge.
5. The Pledgors shall pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by the Security Agent in connection with the preparation, negotiation and execution of this Pledge Release Memorandum and related documents in accordance with the terms of the Facility Agreement.
6. This Pledge Release Memorandum shall be governed by and construed in accordance with Swiss law.
7. Jurisdiction and venue shall be as set forth in the Patents and Trademarks Pledge.
8. This Pledge Release Memorandum has been executed in eight originals, initialed page by page and signed; the Security Agent shall receive two execution copies and each Pledgor one.



London / 2nd July, 2004  
Place/Date

SICPA HOLDING SA

M. J. Denis

London / 2nd July, 2004  
Place/Date

SICPA-AARBERG S.A. PRILLY

M. J. Denis

London / 2nd July, 2004  
Place/Date

SICPA MANAGEMENT SA

M. J. Denis

London / 2nd July, 2004  
Place/Date

SICPA SINCLAIR BV

M. J. Denis *M. J. Denis*

London / 2nd July, 2004  
Place/Date

SICPA SECURINK CORPORATION

M. J. Denis

4 *MF*

London / 2nd July, 2004  
Place/Date

SICPA PRODUCT SECURITY LLC

[Signature]

London / 2nd July, 2004  
Place/Date

UBS AG  
acting for itself and as Security Agent for and on behalf of all other Finance Parties under  
the Facility Agreement

[Signature] [Signature]  
Christine Leuthold Dr. H. Schmid