

## TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2012		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	SGS Societe Generale de Surveillance IP SA		11/25/2011
			limited company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SGS Group Management SA		
<b>Street Address:</b>	1 place des Alpes		
<b>City:</b>	Geneva		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1201		
<b>Entity Type:</b>	limited company: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Serial Number:	85445253	C2C
	Serial Number:	85445245	CORE TO CORPORATE
	Registration Number:	2812309	SGS
	Registration Number:	2812310	WHEN YOU NEED TO BE SURE SGS
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9496545468		
<b>Email:</b>	arnold@fr.com		
<b>Correspondent Name:</b>	Leslie Arnold		
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TRADEMARK

ATTORNEY DOCKET NUMBER:

17725-0105001

**DOMESTIC REPRESENTATIVE**

Name: Catherine H. Stockell  
Address Line 1: P.O. Box 1022  
Address Line 2: Fish & Richardson P.C.  
Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER:

Leslie Arnold

Signature:

/lya/

Date:

05/02/2012

**Total Attachments: 5**

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**MERGER AGREEMENT**

between

**SGS GROUP MANAGEMENT SA  
(SGS GROUP MANAGEMENT LTD)**

and

**SGS SOCIETE GENERALE DE SURVEILLANCE IP SA  
(SGS SOCIETE GENERALE DE SURVEILLANCE IP LIMITED)**

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Between the undersigned:

**Mr Jean-Luc DE BUMAN**

**Mr Heinz BÄHNI**

acting as members of the board of directors of **SGS Group Management SA (SGS Group Management Ltd)**, a limited company having its registered office in Geneva;

*hereinafter called: SGS GM SA;*

of the one part;

**Mr Pierre MARTEL**

**Mrs Maria A. M. VON ARX**

acting as members of the board of directors of **SGS Société Générale de Surveillance IP SA (SGS Société Générale de Surveillance IP Limited)**, a limited company having its registered office in Geneva;

*hereinafter called: SGS IP SA;*

of the other part;

the following is explained and agreed:



### PREAMBLE

The share capital of SGS IP SA amounts to one hundred thousand francs (Frs. 100,000.—), fully paid up, divided into one hundred (100) shares of one thousand francs (Frs. 1,000.—) each, registered.

The share capital of SGS GM SA amounts to one hundred thousand francs (Frs. 100,000.—), fully paid up, divided into one hundred (100) shares of one thousand francs (Frs. 1,000.—) each, registered, bound according to the articles of association, all held by SGS IP SA.

The parties to this agreement wish to simplify the corporate structures of the SGS group by combining SGS IP SA and SGS GM SA into a single legal entity by means of a merger through absorption, in accordance with article 3 par. 1, letter a LFus.

The respective boards of directors of SGS IP SA and SGS GM SA have therefore agreed to merge according to the following agreement:

### MERGER AGREEMENT

#### **Article 1 - Merger**

SGS GM SA and SGS IP SA shall merge with effect from the 1<sup>st</sup> January 2012, the date from which the actions of SGS IP SA, transferring company, shall be considered as accomplished on behalf of SGS GM SA, acquiring company. Thus, SGS GM SA, as the acquiring company, shall take over all the assets and liabilities of SGS IP SA by universal succession, in accordance with article 3 par. 1 letter a LFus (merger through absorption). In consequence, SGS IP SA shall be wound up without liquidation and struck off the Trade Register, in accordance with article 3 par. 2 LFus.



**Article 2 – Balance sheet of the merger**

SGS GM SA is acquiring all the assets and liabilities of SGS IP SA, as shown in the balance sheet made up to the 30 November 2011.

**Article 3 – No share exchange**

In so far as the transferring company (held by SGS SA) holds all the share capital of the acquiring company (which will be from now on held by SGS SA), the merger shall take place without any increase in the share capital of SGS GM SA. No exchange of shares will be made at the time of the merger.

**Article 4 - Absence of special advantages**

Within the framework of this merger, no special advantages shall be granted to the members of the boards of directors or to the members of the management bodies of the companies.

**Article 5 – Company name, amendments to the articles of association and object of the company**

The parties agree that the company name of the acquiring company, SGS Group Management SA (SGS Group Management Ltd), shall be retained after the merger.

However the articles of association shall be updated and the object shall be amended as follows:

*"The company has the object of assisting, advising and providing management services to any companies in Switzerland and abroad which are part of the SGS Group (Société Générale de Surveillance) and of acquiring, administering and exploiting any intellectual property*



*rights, such as patents and trademarks, in its own name or on behalf of other companies in the SGS Group".*

#### **Article 6 – Board of directors**

Following the merger, the board of directors of the acquiring company shall be composed as follows (merger of the two boards)

- Mr Christopher KIRK, from Great Britain, in Commugny, Chairman,
- Mrs Géraldine MATCHETT, from Saint-Prex, in Le Vaud,
- Mrs Maria VON ARX, from France, in Geneva,
- Mr Heinz BÄHNI, from Zurich, in Chésereux,
- Mr Jean-Luc DE BUMAN, from Fribourg, in Cully,
- Mr Pierre MARTEL, from Canada, in Geneva,
- Mr Jacques VOLLENWEIDER, from Lausanne, in Mies.

#### APPLICABLE LAW AND PLACE OF JURISDICTION

Swiss law alone is applicable to this agreement.

Any dispute which may arise between the parties concerning the conclusion, interpretation or execution of this agreement shall fall under the exclusive competence of the courts of the canton of Geneva.

#### COSTS AND FEES

The costs and fees of this instrument shall be borne by SGS Group Management SA (SGS Group Management Ltd).

Drawn up in two copies in Geneva,



25 November 2011.

SGS Group Management SA  
(SGS Group Management Ltd)

(signed)

(signed)

**Jean-Luc DE BUMAN**

**Heinz BÄHNI**

SGS Société Générale de Surveillance IP SA  
(SGS Société Générale de Surveillance IP Limited)

(signed)

(signed)

**Pierre MARTEL**

**Maria A. M. VON ARX**

Certified true and correct  
translation.  
Geneva, 06 DEC 2011



*Claudia In Agad*