

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	BWI Plc		08/21/2011	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA				
Name:	Bosch Packaging Technology Limited			
Street Address:	UNIT 2A METEOR BUSINESS PARK			
Internal Address:	METEOR CENTRE, MANSFIELD ROAD			
City:	DERBY			
State/Country:	UNITED KINGDOM			
Postal Code:	DE21 4SU			
Entity Type:	Private Limited Company: UNITED KINGDOM			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	4101271	XL COTA	
	Registration Number:	3906113	ACCUSPRAY	
	Registration Number:	3798017	NANOTRUST	
	Registration Number:	2847160	XPRESS	
	Registration Number:	0355548	MANESTY	
CORRESPONDENCE DATA				
Fax Number:	3125548015			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 554-8000			
Email:	kep@pattishall.com			
Correspondent Name:	Thad Chaloehtiarana			
Address Line 1:	200 S. Wacker Drive, Suite 2900			
Address Line 4:	Chicago, ILLINOIS 60606			

CH \$140.00 4101271

ATTORNEY DOCKET NUMBER:

98700-0003-00001

**DOMESTIC REPRESENTATIVE**

Name: Thad Chaloeintiarana  
Address Line 1: 200 South Wacker Drive, Suite 2900  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Thad Chaloeintiarana

Signature:

/Thad Chaloeintiarana/

Date:

09/25/2013

**Total Attachments: 7**

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DATED August 1, 2011

- (1) BWI Plc
- (2) Bosch Packaging Technology Ltd

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ASSIGNMENT OF TRADE MARKS

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STEPHENSON HARWOOD  
One Finsbury Circus  
London EC2M 7SH  
Tel: 020 7329 4422  
Fax: 020 7329 7100

TRADEMARK  
REEL: 005117 FRAME: 0144

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THIS AGREEMENT is dated August 1, 2011

#### PARTIES

- (1) BWI plc incorporated and registered in England and Wales with company number 490893 whose registered office is at Kitling Road, Knowsley, Merseyside, L34 9JS (Assignor).
- (2) Bosch Packaging Technology Ltd incorporated and registered in England and Wales with company number 02632608 whose registered office is at Unit 2A, Meteor Business Park, Meteor Centre, Mansfield Road, Derby DE21 4SU (Assignee).

#### BACKGROUND

- (A) The Assignor owns the Trade Marks (defined below) in the schedule hereto.
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Trade Marks shown in the schedule hereto on the terms set out in this assignment.

#### AGREED TERMS

##### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.  
**Main Agreement:** an asset purchase agreement dated 27 April 2011 between the Assignor and the Assignee.  
**Trade Marks:** the registered trade marks and the applications short particulars of which are set out in Schedule 1.
- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.

3. FURTHER ASSURANCE

The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4. ENTIRE AGREEMENT

4.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

4.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

4.3 Nothing in this clause shall limit or exclude any liability for fraud.

5. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

6. THIRD PARTY RIGHTS

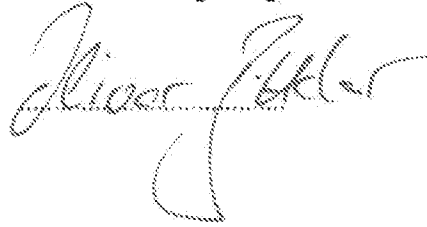
No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This agreement shall be -- to the extent legally possible - governed solely by the substantive laws of the Federal Republic of Germany, excluding the applicability of its conflict of law rules.
- 7.2 Exclusive jurisdiction regarding all disputes between the parties under or in connection with this agreement and its performance, including its attachments, shall vest in the courts of Frankfurt am Main.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Dr. Oliver Böttcher  
for and on behalf of **BWI plc**  
authorized by virtue of a power of  
attorney dated April 14, 2011



Signed by Dr. Markus Lepsohy  
for and on behalf of **Bosch Packaging  
Technology Ltd** authorized by virtue  
of a power of attorney dated  
July 28, 2011



Schedule 1 Trade marks



Trademark	Trademark Number	Owner Company	Country	Status	Application Date	Class	Next Renewal Date	Comments
MANESTY	9139484	BWI plc	CTM	Registered	28.05.2010	7, 11, 37	28.05.2020	
MANESTY	70471874	BWI plc	Denmark	Registered	15.03.1974	7, 11	15.03.2014	
MANESTY	1016392	BWI plc	UK	Registered	21.03.1973	7	21.03.2018	
MANESTY	355 548	BWI plc	USA	Registered	18.06.1937	23	22.03.2018	
MANESTY	A70676	Barry Wehrmiller International plc	Australia	Registered	20.07.1987	7	20.07.2017	Recordal request filed on 13/04/2011 to correct name to BWI plc
MANESTY	128680	BWI plc	India	Registered	03.06.1947	7	03.06.2014	
MANESTY	824302	BWI plc	Germany	Registered	12.04.1973	7	30.04.2013	
MANESTY	62442	BWI plc	Ireland	Registered	02.04.1973	7	02.04.2018	
MANESTY	297233	BWI plc	Italy	Registered	08.08.1973	7	08.08.2013	Assignment from Manesty Machines Ltd dated 22/02/04. Recordal request filed on 16/01/2004 but assignment has yet to be recorded by Italian Registry
MANESTY	69337	BWI plc	Norway	Registered	03.04.1973	7	09.11.2013	
XSPRESS	7628005	BWI plc	USA	Registered	08.06.2001	7, 11, 37	01.06.2014	
XSPRESS	2250256	BWI plc	CTM	Registered	08.06.2001	7, 11, 37	08.06.2011	
MPOWER	3047220	BWI plc	USA	Registered	08.06.2001	7, 11, 37	24.01.2015	
MPOWER	2250272	BWI plc	CTM	Registered	08.06.2001	7, 11, 37	08.06.2011	
nanoTrust	6420202	BWI plc	CTM	Registered	08.11.2007	7, 11, 37	09.11.2017	
	5281049	BWI plc	Japan	Registered	08.05.2008	7, 97	28.08.2019	
	1737912 App No.	BWI plc	India	Pending	26.09.2008	7, 11, 37		
	3798017	BWI plc	USA	Registered	12.11.2007	7, 11, 37	08.06.2020	
	6856484	BWI plc	China	Registered	24.07.2008	37	05.05.2020	
	8858495	BWI plc	China	Registered	24.07.2008	11	13.07.2020	
	6858496	BWI plc	China	Registered	24.07.2008	7	27.04.2020	
AccuSway	6445761	BWI plc	CTM	Registered	16.11.2007	7, 11, 37	16.11.2017	
	5277285	BWI plc	Japan	Registered	16.05.2008	7, 11, 37	30.10.2019	
	1686398 App No.	BWI plc	India	Pending	16.05.2008	7, 11, 37		
	3936113	BWI plc	USA	Registered	16.05.2008	7, 11, 37	18.01.2021	
	6858492	BWI plc	China	Registered	24.07.2008	11	13.07.2020	
	6858491	BWI plc	China	Registered	24.07.2008	37	06.05.2020	
	6858493 App No.	BWI plc	China	Pending	24.07.2008	7		
XLCOTA	6645517	BWI plc	CTM	Registered	28.10.2009	7, 11, 37	28.10.2019	
	65232751 App No.	BWI plc	USA	Pending	02.02.2011	7, 11, 37		
XSPRESS	9242009	BWI plc	CTM	Registered	13.07.2010	7, 11, 37	13.07.2020	
	65/093868 App No.	BWI plc	USA	Pending	13.07.2010			