

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SANFORD, L.P. (d/b/a DYMO) and DYMO B.V.B.A.

Plaintiffs,

v.

ESSELTE AB, ESSELTE LEITZ GMBH & CO. KG,
and ESSELTE CORPORATION,

Defendants.

14 Civ. 7616

DECLARATION OF Christine E. Hermann

Pursuant to 28 U.S.C. § 1746, the undersigned, Christine E. Hermann, does declare as follows:

1. I am over the age of eighteen and have personal knowledge of the facts stated herein. If called as a witness, I could and would competently testify thereto.

2. I have a Bachelor's Degree and a Paralegal Certificate. I joined Newell Rubbermaid as a Paralegal in 2004. I currently serve as a Paralegal.

3. I oversee the corporate compliance matters for the U.S., Canadian and Mexican subsidiaries of Newell Rubbermaid Inc.

4. I have attached a true and correct copy of the Stock Purchase Agreement as Exhibit 30.

5. I have attached as Exhibit 31 a true and correct copy of the only relevant license agreement, that exists in our records that concerns the U.S. patents asserted in this suit. The license is between Sanford, L.P. and DYMO B.V.B.A.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 22nd day of December, 2014.


Christine E. Hermann

Exhibit 31

LICENSE AGREEMENT

This Agreement is entered into as of September, 2014, by and between DYMO B.V.B.A. ("DYMO"), a Belgian corporation, having its principal place of business at Industriepark-Noord 30, Sint-Niklaas, Belgium, Newell Europe S.a.r.l ("Newell Sarl"), a Swiss corporation having its principal place of business at Chemin de Blandonnet 10, Vernier 1214, Switzerland, and Sanford L.P. ("Sanford") is an Illinois limited partnership having its principal place of business at 2707 Butterfield Road, Oak Brook, Illinois 60523.

A. DYMO, Newell Sarl and Sanford are affiliates of Newell Rubbermaid, Inc., a Georgia corporation.

B. DYMO owns U.S. Patent Nos. 5,658,083, 5,826,995, 6,152,623, 6,890,113, 7,990,567, 8,469,615 (the "Patents"), and certain trade secrets and know-how (the "Trade Secrets").

C. DYMO has, pursuant to an April 1, 2012, agreement between DYMO and Newell Rubbermaid Europe S.a.r.l. (now known as Newell Sarl), exclusively licensed Newell Sarl to practice, and sub-license, various patents, know-how and trade secrets, including the Patents and Trade Secrets.

D. Sanford has been using, selling, offering for sale and distributing printing products that are covered by one or more of the Patents and Trade Secrets.

E. Sanford acts as, and has been acting as, the exclusive, authorized practioner of one or more of the inventions, trade secrets or know-how described in the Patents and Trade Secrets within the United States.

F. The parties have discovered third parties who are infringing on one or more of the Patents and Trade Secrets and desire to execute this License Agreement to confirm Sanford's rights in the Patents and Trade Secrets.

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

1. Grant of License by Newell Sarl. Newell Sarl hereby grants to Sanford, and confirms its prior grant to Sanford effective as of April 1, 2012, of, an exclusive license to practice, make, use, import, sell, and offer for sale in the United States the Patents and Trade Secrets, including the inventions covered by the Patents, and any and all applications, divisions, continuations or continuations-in-part that concern or relate to the inventions disclosed in the Patents within the United States. For the avoidance of doubt as to Sanford's exclusive license rights hereunder, Newell Sarl agrees to and hereby does execute or release for the benefit of Sanford any of Newell Sarl's applicable rights under the April 1, 2012 Agreement so as to effectuate Sanford's exclusive rights hereunder.

2. Confirmation of License by DYMO. DYMO hereby approves Newell Sarl's grant of the exclusive license set forth in Section 1 to Sanford. For the avoidance of doubt as to Sanford's exclusive license rights hereunder, DYMO (a) agrees to and hereby does grant to Sanford, an exclusive license to practice, make, use, import, sell, and offer for sale in the United States the Patents and Trade Secrets, including the inventions covered by the Patents, and any and all applications, divisions, continuations or continuations-in-part that concern or relate to the inventions disclosed in the Patents within the United States and (b) agrees to and hereby does execute or release for the benefit of Sanford any of DYMO's rights under the April 1, 2012 Agreement so as to effectuate Sanford's exclusive rights hereunder.

3. Right to Sue. DYMO hereby grants to Sanford the right to sue and pursue all remedies including, but not limited to, recovery of damages for all acts of infringement of the Patents or all acts of misappropriation of the Trade Secrets within the United States, including all past acts of infringement or misappropriation that occurred.

4. Conduct of Litigation. Where a suit or suits have been brought by or against Sanford concerning any Patents or Trade Secrets, Sanford shall defend or prosecute such suit and bear all expenses in connection with the foregoing. In any such suit or dispute, the parties agree to cooperate fully with each other. If requested by Sanford, or required by a court of competent jurisdiction, DYMO and Newell Sarl shall have the obligation to join as a party any suit brought by Sanford. Any damages suffered or expenses incurred by Sanford concerning any Patents or Trade Secrets will belong to Sanford and any recovery in excess of Sanford's expenses and damages will belong to DYMO.

5. Governing Law. The construction and performance of this Agreement shall be governed by and shall be subject to the laws of Belgium without regard to its conflicts of laws provisions.

DYMO

Sanford

By: _____

By: _____

Newell Sarl

By: _____

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DYMO

By: 

Sanford

By: 

VP + Deputy General Counsel

Newell Sarl

By: _____