



09-02-1999

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MPS  
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- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

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**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

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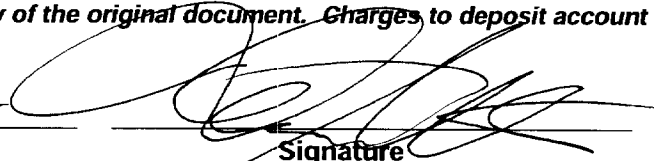
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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DANIEL FROHLING  
Name of Person Signing

  
Signature

9/2/99  
Date Signed

**PMC, INC./GENERAL FOAM CORPORATION**

**CONTRIBUTION AGREEMENT**

**THIS CONTRIBUTION AGREEMENT** ("Agreement") is made as of August 1, 1995 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and General Foam Corporation, a Delaware corporation ("Company"), with reference to the following facts:

A. PMC currently conducts a part of its business through the General Foam Division of PMC ("Division").

B. PMC wishes to transfer to Company as a contribution to capital certain assets used in connection with the business conducted at the Division headquarters in Paramus, New Jersey *excluding* any manufacturing operations of the Division and excluding the business of GFC Trucking ("Business"), but *including* the purchasing, marketing, invoicing, customer service, credit, human resources, data processing, environmental services, research and development, quality control, finance, accounting and other administrative functions performed by Division headquarters for the Division's manufacturing operations. Company wishes to accept such contribution.

C. PMC requires, as a condition of such contribution, that Company assume certain liabilities of PMC arising in connection with the Business and that Company indemnify PMC against certain liabilities arising out of the operation of the Business both before and after the date of such contribution, and Company is willing to provide such assumption and indemnification.

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Contribution of Assets.** PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the Assets (as defined in Section 2), free and clear of all liens, restrictions, mortgages or encumbrances of any nature except the Assumed Liabilities (as defined in Section 4) and the liens set forth on Schedule 1 attached hereto (the "Permitted Liens").

**2. Description of Assets.** The term "Assets" shall mean all of PMC's right, title and interest in and to the assets except the Excluded Assets (as defined in Section 3) that are used in connection with, or related to, the Business, wherever located, including, without limitation, the following:

**a. Balance Sheet Assets.** Those assets set forth on the pro forma balance sheet (the "Balance Sheet") attached hereto as Schedule 2.

**b. Real Property Lease.** The tenant's interest under the Lease (the "Real Property Lease") between PMC and Quad Affiliates, a New Jersey partnership, covering premises located at 100 Century Road, Paramus, New Jersey ("Paramus Facility"), and all leasehold improvements and construction in progress.

**c. Machinery, Equipment, Furniture, Fixtures and Vehicles.** All machinery, equipment, furniture, fixtures and all vehicles owned or leased by PMC and used or held for use in the operation of the Business, wherever located ("Equipment").

**d. Supplies.** All supplies owned by PMC and used or held for use in the operation of the Business including, but not limited to sales literature brochures, catalogs and art work ("Supplies").

**e. Contracts.** All transferable contracts, agreements, commitments, and leases of personal property used in the Business (the "Assumed Contracts") subject to the terms, covenants and conditions of the same, but excluding customer purchase orders, customer contracts, contracts for the purchase of raw materials, equipment and machinery for use in the manufacturing operations of the Division.

**f. Intellectual Property.** All of PMC's right, title, and interest in and to all patents and patent applications, trademarks, trade names, product names, fictitious business names, copyrights, copyright applications and uncopyrighted works, trade secrets, inventions, know-how, processes, formulas, product ingredients, requirements and specifications, designs, technology, software, research and experimental data, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights, intellectual property rights and information used in connection with the Business and/or the Division's manufacturing operations, and all claims and benefits of any kind against third parties in connection therewith (the "Intellectual Property").

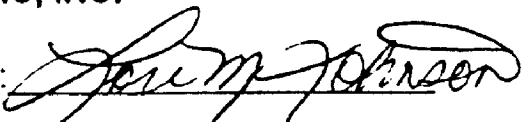
**g. Licenses and Permits.** All of PMC's right, title and interest in, to and under all transferable licenses, permits and authorizations relating to the operations and products of the Business, including, without limitation, any licenses, permits, registrations and authorizations from or with federal, state or foreign regulatory authorities (the "Permits").

**h. Prepaid Expenses and Deposits.** All prepaid expenses, security deposits, refunds and credits, including refunds, credits and deposits for taxes (except income taxes) of PMC, and employee advances, arising out of or in connection with the Business (the "Prepaid Expenses") except customer deposits and advances.

**h. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

**PMC, INC.**

By: 

Title: Vice President

**GENERAL FOAM CORPORATION**

By: 

Title C.F.O.

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### **SCHEDULES TO CONTRIBUTION AGREEMENT**

- 1 Permitted Liens
- 2 Balance Sheet