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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sentinel Products Corporation
 Individuals Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 14, 1998

2. Name and address of receiving party(ies):
Name: Tenneco Packaging Inc.
Internal Address: _____
Street Address: 1900 West Field Court
City: Lake Forest State: IL ZIP: 60045
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):
B. Trademark Application No.(s)
75/415,209 (now Reg. No. 2,224,203)

C. Trademark Registration No.(s)
1,820,620
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark K. Suri
Internal Address: _____
Street Address: Jenner & Block
One IBM Plaza
City: Chicago State: IL ZIP: 60611

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-0460
(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.
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.
Mark K. Suri Name of Person Signing
Mark K. Suri Signature
12/22/99 Date
Total number of pages including cover sheet, attachments, and document: 27

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00000014
4000 CH
2500 CH
21/24/2000
VBRDWH
FC:461
FC:462

ASSIGNMENT OF INTELLECTUAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that Sentinel Products Corporation, a New York corporation (the "Assignor"), and Tenneco Packaging, Inc., a Delaware corporation (the "Assignee"), have entered into an Asset Purchase Agreement of even date herewith, together with John D. Bambara and Scott C. Smith, pursuant to which Assignor agreed to sell and Assignee agreed to buy certain assets of the Assignor, which agreement is hereinafter referred to as the "Agreement". Except as otherwise specified herein, all capitalized terms used herein shall have the same meaning as set forth in the Agreement.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the Agreement, Assignor hereby assigns to Assignee, Assignor's entire right, title and interest and associated goodwill in and to the intellectual property set forth in Schedule 3.6 of the Agreement.

TO HAVE AND TO HOLD the entire right, title and interest in and to the aforementioned assets and property hereby sold, transferred and assigned to Assignee, its successors and assigns, for its and their use and benefit forever. Assignor warrants that the aforementioned assets and property are free of all encumbrances to the extent provided for in the Agreement, that good title to and right to sell the aforementioned assets and property are vested in the Assignor, and that the Assignor will defend the title to the same against the lawful claims of all persons.

IN WITNESS WHEREOF, Assignor hereby signs and seals this assignment at Hyannis, Massachusetts, this 14th day of December, 1998.

SENTINEL PRODUCTS CORPORATION

By: 
John D. Bambara, President

SCHEDULE 3.6 - Intellectual Property

SENTINEL PRODUCTS CORP

REFERENCE	MARK	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
610640010	H-Cell	8/21/92	74/306,396	2/8/94	1,820,620	Registered	17
- Cross-linked Polyethylene foam sold in bulk and used in the manufacture of packaging material, athletic cushioning materials, carpet underlayment, automotive linings, sealing materials for construction application and foam novelty items such as toys, sports products, bodyboards, spa covers and spa liners							
610640028	MDL	1/8/98	75/415,209			Pending	17
17 - Polyethylene Foam							

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of December 14, 1998, between SENTINEL PRODUCTS CORPORATION, a New York corporation ("SPC"), JOHN D. BAMBARA ("Bambara"), and SCOTT C. SMITH ("Smith" and collectively with SPC and Bambara, "Sellers"), and TENNECO PACKAGING INC., a Delaware corporation ("Purchaser").

PRELIMINARY STATEMENT

A. SPC is engaged, in part, in the business of manufacturing and selling certain physically blown polyethylene foam products used in Packaging Applications, commonly referred to as SPC's "H-Cell Business," through SPC's packaging division (the "Division").

B. Bambara has been engaged in the foam products business for many years, both with SPC and its predecessors, has developed long-term and valuable professional relationships with various customers and suppliers of the Division, and has an extensive and valuable collection of knowledge, know-how and other goodwill related to the Transferred Assets, which represents a material portion of the value of the business of the Division (the "Bambara Goodwill").

C. Smith has been engaged in the foam products business for many years, has developed long-term and valuable professional relationships with various customers and suppliers of the Division, and has an extensive and valuable collection of knowledge, know-how and other goodwill related to the Transferred Assets, which represents a material portion of the value of the business of the Division (the "Smith Goodwill").

D. Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase from Sellers, substantially all of the assets of the Division (other than the Excluded Assets as described below), the Bambara Goodwill, and the Smith Goodwill, all as more specifically provided herein.

NOW, THEREFORE, SPC and Purchaser agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

In addition to the other terms as may be defined elsewhere in the text of this Agreement, as used in this Agreement the following terms shall have the meanings set forth below:

"**Affiliate**" (including any correlative meaning, such as "Affiliated") shall mean, with respect to any Person, any other person that, directly or indirectly, controls, is

under common control with, or is controlled by that Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean either (i) the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise or (ii) the direct or indirect ownership of more than 50% of the voting securities of every class or other evidences of ownership interest of a Person.

"Ancillary Agreements" shall mean the Consulting Agreement, the Non-Competition Agreement, the MDL License Agreement, and the Transition Service Agreement.

"Books and Records" shall mean all lists, files, plans and specifications, maintenance records, reports, analyses, sales records, customer lists, or other documents of the Division which primarily relate to the Division or the Transferred Assets, except to the extent included in or related primarily to any Excluded Asset.

"Closing" shall mean the closing of the transactions contemplated by this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor law. All citations to the Code, to the Treasury Regulations promulgated thereunder, shall include any amendments or any substitute or successor provision thereof.

"Contracts" shall mean all agreements, contracts, licenses, permits, leases, purchase orders, and other arrangements, commitments or understandings that are related to the Division or to which the Transferred Assets are subject, except to the extent included in the Excluded Assets.

"Consulting Agreement" shall mean a consulting agreement, in the form of Exhibit A attached hereto, between Purchaser and Bambara, pursuant to which Bambara agrees to provide certain assistance to Purchaser in the relocation and operation of the Transferred Assets, on the terms set forth therein.

"Employees" shall mean all Persons who are employed by SPC in the operation of the Division.

"Encumbrances" shall mean liens, charges, encumbrances, security interests, options, title defects or any other restrictions or third-party rights.

"Environmental Claim" shall mean any accusation, allegation, notice of violation, claim, demand, abatement or other order or directive (conditional or otherwise), judgment, lien or other assessment by any governmental authority or any person for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the

environment, or for fines, penalties or restrictions, resulting from or based upon (i) the existence, or the continuation of the existence, of a Release (including, without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills), of, or exposure to, or Release of any Hazardous Substances, odor or audible noise in, into or onto the environment, including, without limitation, the air, groundwater, surface water or any surface or subsurface or subsurface strata, at, in, by, from, or related to the Transferred Assets, (ii) the transportation, storage, treatment or disposal of any Hazardous Substances in connection with the operation of the business of the Division, (iii) the violation, or alleged violation, of any applicable Environmental Laws or any Governmental Authorizations.

"Environmental Law" shall mean any applicable federal, state, local or foreign law, statute, ordinance, rule, regulation, code, order, judgment, decree or injunction, other than any of the preceding to the extent related to Taxes, relating to (x) the protection of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface or subsurface land), wildlife or health or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, protection, release or disposal of, Hazardous Substances or otherwise relating to pollution of the environment or protection of human health.

"Escrow Agreement" shall mean an escrow agreement, in the form of Exhibit B attached hereto, pursuant to which \$1.5 million of the purchase price is held in escrow pending satisfaction of the conditions set forth in the Escrow Agreement.

"Excluded Assets" shall have the meaning set forth in Section 2.2.

"Fixtures and Equipment" shall mean the Division's furniture, fixtures, furnishings, machinery, vehicles, equipment and other tangible personal property listed on Schedule 1.1 attached hereto.

"Governmental Authorizations" shall mean, as to the Transferred Assets, all consents, licenses, permits, certificates and other authorizations and approvals required to carry on the business of the Division as currently conducted under the applicable laws, ordinances or regulations of any federal, state, local or foreign governmental authority.

"Hazardous Substances" shall mean any (a) petroleum or petroleum products or derivative or fraction thereof, flammable material, explosives, radioactive materials (including radon gas, other than that which is naturally occurring), asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and polychlorinated biphenyls, (b) any other material which contains substances defined as hazardous or toxic (or words of similar import) substances under the Comprehensive Environmental Response Compensation, and Liability Act; Resource Conservation Recovery Act; Clean Air Act; Clean Water Act; Safe Drinking Water Act; Atomic Energy Act; Toxic Substances Control Act; Federal Insecticide, Fungicide, and Rodenticide Act; Hazardous Material Transportation Act; or (c) any pollutant, contaminant, waste or other substance that is regulated under any Environmental Law.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Intangible Rights" means all claims, deposits, proceeds (including proceeds under any insurance contract or arrangement), prepayments, prepaid assets, refunds, credits, causes of action, rights of recovery, rights of set-off and recoupment, and all attorney-client, work product, and other legal privileges of SPC, to the extent such rights relate to the Transferred Assets, but excluding the Retained Claims and Lawsuits.

"Intellectual Property" shall mean (except to the extent included in the Excluded Assets) all intellectual property (and the rights and goodwill associated therewith) primarily related to the business of the Division, including without limitation the following: trademarks, service marks, brand names, logos, certification marks, trade dress, assumed names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; patents, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; non-public information, know-how, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any Person; copyrighted works and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights, whether such rights arise through ownership, license, or otherwise; all rights in computer software, mask works, mask works registrations and applications therefor; and any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing, provided, however, that Intellectual Property shall not include the Bambara Goodwill, the Smith Goodwill or the Excluded Assets.

"Inventory" shall mean all inventory held for resale and all resins and other raw materials, work in process, finished products, goods in transit, spares, wrapping, supply and packaging items of the Division.

"Laws" shall include any federal, state, provincial, foreign or local law (including common law), statute, ordinance, rule, regulation, order, judgment or decree.

"MDL License Agreement" shall mean a license agreement, in the form of Exhibit C attached hereto, pursuant to which SPC grants Purchaser and Purchaser's Affiliates an exclusive, royalty-free license to utilize the technology underlying the patent applications identified in the MDL License Agreement for all Packaging Applications, provided that in the event SPC receives a patent or patents under such patent applications, the license shall become royalty bearing, with a royalty of 5% of net sales of products covered by such patents, determined on a quarterly basis, if the gross profit from sales of such products during such quarter (determined prior to the computation of the royalty) is less than 50%, and with a royalty of 10% if the gross profit from sales of such products during such quarter (determined prior

to the computation of the royalty) is at least 50% (provided that in the event a product is covered by more than one patent, the royalty rate shall nevertheless be only 5% or 10% as the case may be, not 5% or 10% per patent).

"Non-Competition Agreement" shall mean a non-competition agreement between Bambara (the "**Bambara Noncompete**") and Smith (the "**Smith Noncompete**") as restricted parties, and Purchaser, in the form of **Exhibit D** attached hereto.

"Packaging Applications" means the external use of a product or material for the purpose of preserving and/or protecting another product or material for storage and/or transportation wherein the product or material does not become part of the fabricated end product.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization.

"Release" shall mean any release, spill, emission, abandonment of any container or receptacle containing any Hazardous Substance, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration into the environment, or into or out of any property owned, leased or used in the business of the Division, including the movement or migration, gradual or otherwise, of any Hazardous Substance through or in the air, soil, surface water, groundwater, or land surface or subsurface strata or formation.

"Returns" shall mean all returns, declarations, reports, statements and other documents required to be filed with respect of Taxes, and any claims for refunds of Taxes, including any amendments or supplements to any of the foregoing.

"Taxes" shall mean all federal, state, local or foreign taxes and other governmental fees or charges of any nature whatsoever and however denominated, including but not limited to income, gross receipts, windfall profits, goods and services, value added, alternative minimum, severance, property, production, sales, use, license, excise, franchise, employment, withholding or similar taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, and including any transferee or secondary liability in respect of any tax (whether imposed by law, contractual agreement, or otherwise.)

"Transferred Assets" shall have the meaning set forth in **Section 2.1**.

"Transition Services Agreement" shall a agreement, in the form attached hereto as **Exhibit E** attached hereto, pursuant to which SPC agrees to continue to operate the Transferred Assets on behalf of Purchaser pending Purchaser's removal of such Transferred Assets from their current locations, for a period of up to 12 months, on the terms set forth therein.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth herein, at the Closing, (a) SPC shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from SPC, all right, title and interest in and to the assets of the Division, whether tangible or intangible, real or personal (except for the Excluded Assets), with such changes, deletions or additions thereto as may occur from the date hereof to the Closing Date consistent with the terms and conditions of this Agreement (the "Transferred Assets"), (b) Bambara shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from Bambara, all right, title and interest in and to the Bambara Goodwill, and (c) Smith shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from Smith, all right, title and interest in and to the Smith Goodwill. The Transferred Assets shall include all of the right, title and interest in the following:

- (i) the Fixtures and Equipment;
- (ii) the Intellectual Property;
- (iii) the Inventory;
- (iv) the Contracts;
- (v) the Books and Records;
- (vi) the Intangible Rights; and
- (vii) all Governmental Authorizations.

2.2 Excluded Assets. Notwithstanding anything herein to the contrary, from and after the Closing, SPC shall retain all of their right, title and interest in and to, and there shall be excluded from the sale, conveyance, assignment or transfer to Purchaser hereunder, and the Transferred Assets shall not include, the following (collectively, the "Excluded Assets"):

- (a) all of the assets of SPC, Bambara or Scott contributed to Sentinel Polyolefins LLC pursuant to the Contribution Agreement among SPC, Bambara, Smith and Purchaser of even date herewith (the "Contribution Agreement");
- (b) all of SPC's cash, accounts receivable, and investment securities;
- (c) all prepaid Taxes and rights to refunds of Taxes;

(d) all rights and obligations under any leases of real property or other leases not specifically identified on Schedule 3.7;

(e) the rights, if any, granted to The Dow Chemical Company ("Dow") as set forth in Section 5(b)(i) of that certain Letter of Intent dated August 1, 1997, between SPC and Dow, provided that if SPC does not grant such a license to Dow by as provided in the Escrow Agreement, such rights shall be deemed included in the Transferred Assets and not the Excluded Assets;

(f) the patents listed on Schedule 2.2(f) hereto (the "Retained Patents").

(g) any assets of SPC, Bambara or Smith which are not described in Section 2.1 as Transferred Assets;

(h) All rights with respect to those lawsuits and claims listed on Schedule 2.2(h) hereto (the "Retained Claims and Lawsuits").

2.3 No Assumption of Liabilities. Notwithstanding any other provision of this Agreement, Purchaser shall not assume or be liable for any debts, liabilities or obligations of SPC, Bambara, Smith, any Affiliates of any Seller, or any other Person, except that Purchaser shall assume the liabilities for periods following the Closing Date under the Contracts and, if applicable, the Governmental Authorizations. Without limiting the generality of the foregoing, Purchaser shall not assume, and SPC shall retain, (i) all liabilities under any Environmental Laws or arising from any Environmental Claims relating to the Division or the Transferred Assets arising or based on events occurring prior to the Closing Date, (ii) any and all liabilities for Taxes imposed with respect to the Division or the Transferred Assets with respect to taxable periods (including portions thereof) ending on or before the Closing; and (iii) all liabilities to Employees

2.4 Purchase Price; Allocation. On the terms and subject to the conditions set forth herein, Purchaser (a) shall pay SPC \$3,600,000 as the purchase price for the Transferred Assets (provided that Purchaser shall hold back \$120,000 in escrow, to be released to SPC upon receipt by Purchaser of written verification from Benefits Management Inc., the administrator of SPC's 401(k) plan, that SPC has funded all amounts due from SPC under SPC's 401(k) plan for the year 1998); (b) shall pay Bambara \$3,200,000 as the purchase price for the Bambara Goodwill and \$800,000 as consideration for the Bambara Noncompete (provided that \$732,335.68 of the aggregate purchase price payable to Bambara shall be delivered to Wynn & Wynn, Bambara's attorneys, to be used by Wynn & Wynn to satisfy the federal tax lien against Bambara as reflected in that letter dated December 10, 1998, from Peter L. Banis, a copy of which letter is attached hereto as part of Schedule 2.4); (c) shall pay Smith \$2,000,000 as the purchase price for the Smith Goodwill and \$900,000 as consideration for the Smith Noncompete; and (d) shall hold \$1,500,000 in escrow pursuant to the Escrow Agreement. Sellers and Purchaser shall allocate the purchase price among the Transferred Assets, the Bambara Goodwill, and the Smith Goodwill as set forth on Schedule 2.4. Such

allocations shall be used to file all returns and reports for Taxes, including Internal Revenue Service Form 8594 or any similar statement.

2.5 Closing. The Closing shall take place at the offices Jenner & Block, One IBM Plaza, Chicago, Illinois 60611 (Chicago time), on the later of December 14, 1998, or the fifth business day following the satisfaction or waiver (by the party entitled to waive the condition) of all conditions to the Closing set forth in Article VI, or at such other time and place as the parties hereto may mutually agree. The date on which the Closing occurs is called the "Closing Date".

2.6 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers the following:

(a) the purchase price in immediately available funds by wire transfer, which wire transfer shall be to one or more accounts designated by Sellers;

(b) a duly executed original of each of the Ancillary Agreements;

(c) the opinion of Purchaser's counsel, dated as of the Closing Date, addressed to Sellers substantially in the form of Exhibit F hereto;

(d) the certificate required to be delivered pursuant to Section 6.3;
and

(e) such other instruments or documents as Sellers may reasonably request to effect the Closing.

2.7 Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser the following:

(a) a bill of sale from SPC, in form and substance reasonably acceptable to Purchaser transferring to Purchaser all of the Transferred Assets;

(b) assignments from SPC, in form and substance reasonably acceptable to Purchaser, assigning to Purchaser all Intellectual Property included in the Transferred Assets;

(c) all original certificates of title, if any, duly executed for transfer to Purchaser, for Transferred Assets evidenced by a certificate of title;

(d) an assignment from Bambara in form and substance reasonably acceptable to Purchaser, assigning to Purchaser all of the Bambara Goodwill;

(e) an assignment from Smith in form and substance reasonably acceptable to Purchaser, assigning to Purchaser all of the Smith Goodwill;

(f) an original of each of the Ancillary Agreements, duly executed by the appropriate Seller;

(g) releases, duly executed and in a form appropriate for filing, from any Persons holding a security interest or other Encumbrance on any of the Transferred Assets, or reasonably satisfactory evidence that such Persons will deliver such releases upon payment of the sums secured thereby, if such payment is made from the purchase price to be paid by Purchaser hereunder;

(h) possession of all Books and Records, subject to the Transition Services Agreement;

(h) a certificate certifying that neither Seller is a "foreign person" within the meaning of Treasury Regulation Section 1.1445-2(b);

(h) the opinion of Sellers' counsel, dated as of the Closing Date, addressed to Purchaser substantially in the form of Exhibit G hereto;

(i) the certificate required to be delivered pursuant to Section 6.2;
and

(j) such other instruments or documents as Purchaser may reasonably request to effect the Closing.

2.8 Transfer Costs. All Taxes and other costs required to be paid to effectively vest all right, title and interest in and to the Transferred Assets to Purchaser shall be the responsibility of, and shall be paid by, Sellers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SPC

Sellers jointly and severally represent and warrant to Purchaser as follows:

3.1 Organization. SPC is a corporation duly organized, validly existing and in good standing under the laws of the state of New York, and has all requisite power and authority, corporate or otherwise, to own and operate its Transferred Assets and to sell the Transferred Assets of SPC to Purchaser hereunder.

3.2 Authorization. Each Seller has full power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which such Seller is a party,

and each of the other documents to be executed and delivered by such Seller pursuant to this Agreement, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Sellers of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Sellers pursuant to this Agreement, have been duly and validly authorized and no additional authorization or consent is required in connection with the execution, delivery and performance by Sellers of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Sellers pursuant to this Agreement.

3.3 Consents and Approvals. Except as required by the HSR Act, no consent, approval, waiver or authorization is required to be obtained by Sellers from, and no notice or filing is required to be given by Sellers to or made by Sellers with, any federal, state, local, provincial or foreign governmental authority or other Person in connection with the execution, delivery and performance by Sellers of this Agreement, each of the Ancillary Agreements, and each of the other documents to be executed and delivered by Sellers pursuant to this Agreement.

3.4 Non-Contravention. The execution, delivery and performance by SPC of this Agreement, each of the Ancillary Agreements, and each of the other documents to be executed and delivered by Sellers pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, does not and will not (i) violate any provision of the charter, bylaws or other organizational documents of SPC, (ii) conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of either Seller under, or to a loss of any benefit to which SPC is entitled under, any Contract or result in the creation of any Encumbrance upon any of the Transferred Assets or the Bambara Goodwill, excepting certain financing arrangements which will be paid in full out of the purchase price to be paid hereunder; or (iii) violate, or result in a breach of or constitute a default under any Law to which either Seller is subject, including any Governmental Authorization.

3.5 Binding Effect. To the best knowledge of Bambara, Smith and SPC, this Agreement constitutes, and each of the Ancillary Agreements and each of the other documents to be executed and delivered by Sellers pursuant to this Agreement, when executed and delivered by the parties thereto will constitute, valid and legally binding obligations of Sellers, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors, rights and to general equity principles.

3.6 Intellectual Property.

(a) Schedule 3.6(a) sets forth a list and description of all Intellectual Property. SPC owns, and has the right to transfer to Purchaser pursuant to this Agreement, the entire right, title and interest to such Intellectual Property.

(b) No Person has made or to the knowledge of Sellers, threatened, a claim of infringement against the products or processes of the Division, or the Transferred Assets, except as set forth on Schedule 3.6(b). Sellers have received no claim that, and otherwise have no knowledge that, any of the Transferred Assets, or the operation thereof, or any products or processes of the Division, infringe any intellectual property rights of others, or that any of the Intellectual Property is invalid, unenforceable, or infringes on the rights of any third parties. Sellers have not granted any rights to any third party with respect to any Intellectual Property and may assign its rights in the Intellectual Property to the Purchaser without payment to or consent of any other Person.

(c) There are no actions or proceedings pending or, to the knowledge of Sellers, threatened challenging, and, to the knowledge of Sellers, no Person is infringing or otherwise violating, the Intellectual Property.

3.7 Contracts. Schedule 3.7 sets forth a list, as of the date hereof, of each written Contract that is related to the business of the Division, other than purchase orders in the ordinary and usual course of business. Except as set forth in Schedule 3.7, each Contract is a valid and binding agreement of SPC and, to Sellers' knowledge, is in full force and effect and enforceable according to its terms. Neither Sellers nor, to the knowledge of Sellers, the other party to any Contract is in material default thereunder, and no event that, with the lapse of time or the giving of notice or both, would constitute a material default by any party has occurred. Schedule 3.7 also includes a customer list of the Division, showing, by customer and location, 1997 and 1998 year-to-date sales.

3.8 Bambara Goodwill. Bambara owns, and has the right to transfer to Purchaser pursuant to this Agreement, the entire right, title and interest to the Bambara Goodwill. Bambara has received no claim that, and otherwise have no knowledge that, any of the Bambara Goodwill infringes any rights of others. Bambara has not granted any rights to any third party with respect to any Bambara Goodwill and may assign its rights in Bambara Goodwill to the Purchaser without payment to or consent of any other Person.

3.9 Smith Goodwill. Smith owns, and has the right to transfer to Purchaser pursuant to this Agreement, the entire right, title and interest to the Smith Goodwill. Smith has received no claim that, and otherwise have no knowledge that, any of the Bambara Goodwill infringes any rights of others. Smith has not granted any rights to any third party with respect to any Smith Goodwill and may assign its rights in Smith Goodwill to the Purchaser without payment to or consent of any other Person.

3.10 Inventories. At the time of Closing, all items of Inventory will be good and saleable in the normal course of business, and are reflected on the books and records of SPC in accordance with generally accepted accounting principles.

3.11 Entire Business; Title to Property. The Transferred Assets, the Bambara Goodwill, the Smith Goodwill, and the Retained Patents constitute all the assets, properties and rights necessary to conduct the business of the Division as currently conducted by SPC, other than (i) raw materials (including, without limitation, energy, resin, water and butane), (ii) equipment required to deliver raw materials to the manufacturing equipment, and (iii) the Excluded Assets. Without limiting the generality of the foregoing, the Intellectual Property, the Bambara Goodwill, the Smith Goodwill and the Retained Patents constitute all of the items of intellectual property necessary for the operation of the business of the Division as currently conducted. No Affiliate of any Seller is engaged in any business which is the same or substantially the same as the Division. SPC has good title to all Transferred Assets, free and clear of all Encumbrances, except those securing indebtedness to be paid in full with the proceeds paid by Purchaser hereunder. Bambara has good title to all of the Bambara Goodwill, free and clear of all Encumbrances. Smith has good title to all of the Smith Goodwill, free and clear of all Encumbrances.

3.12 Tax Matters.

(a) **Filing of Returns.** There have been properly completed and filed on a timely basis and in correct form all Returns required to be filed on or prior to the date hereof with respect to the Transferred Assets or Division. As of the time of filing, the foregoing Returns correctly reflected the facts regarding the income, business, assets, operations, activities and status of the Transferred Assets and Division and any other information required to be shown thereon. An extension of time within which to file any Return with respect to the Transferred Assets or Division which has not been filed has not been requested or granted.

(b) **Payment of Taxes.** With respect to all amounts in respect of Taxes imposed on or with respect to the Transferred Assets or Division, or for which Sellers could be liable, whether to taxing authorities (as, for example, under law) or to other persons or entities (as, for example, under tax allocation agreements), with respect to all taxable periods (or portions thereof) ending on or before the Closing Date, all applicable tax laws and agreements have been fully complied with, and all such amounts required to be paid by Sellers to taxing authorities or others on or before the date hereof have been paid.

(c) **Limitation on Certain Representations and Warranties.** The representations and warranties set forth in this Section 3.12 above are not applicable to the extent the Transferred Assets or Division cannot be made subject to Tax liens and the Purchaser cannot be made liable for Taxes relating to matters constituting breaches of such representations and warranties.

(d) **Liens.** There are no liens for Taxes (other than current Taxes not yet due and payable) upon the Transferred Assets.

(e) None of the Transferred Assets, (i) is "tax-exempt use property" within the meaning of Section 168(h) of the Code, (ii) is "tax-exempt bond financing property" within the meaning of Section 168(g)(5) of the Code, (iii) is "limited use property" within the meaning of Revenue Procedure 76-30, (iv) secured any debt the interest of which is tax-exempt under Section 103(a) of the Code, (v) is used predominantly outside the U.S. within the meaning of Prop. Treas. Reg. §1.168-2(g)(5), or (vi) will be treated as owned by any other Person pursuant to the provisions of former Section 168(f)(8) of the Code or otherwise. The transactions contemplated by this Agreement are not subject to Tax withholding pursuant to the provisions of Section 3406 or subchapter A of Chapter 3 of the Code or any other provision of applicable law. None of the Sellers is a person other than a United States person within the meaning of the Code.

(f) SPC maintains in its files the appropriate valid exemption certificates related to all sales to customers on which sales tax was not collected. All purchases on which SPC did not pay sales or use tax were properly exempt from such Taxes.

(g) SPC does not own, directly or indirectly, any interest in any entity, venture, or association which is or could be classified as a partnership for federal income Tax purposes.

3.13 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Sellers or any Affiliate of Sellers who might be entitled to any fee or commission from Purchaser in connection with the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

4.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, and has all requisite corporate power and authority to own and operate and to carry on its business as currently conducted.

4.2 Corporate Authorization. Purchaser has full corporate power and authority to execute and deliver this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this Agreement, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Purchaser of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this Agreement have been duly and validly authorized and no additional corporate authorization or consent is

required in connection with the execution, delivery and performance by Purchaser of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this Agreement.

4.3 Consents and Approvals. Except as required by the HSR Act, no consent, approval, waiver or authorization is required to be obtained by Purchaser from, and no notice or filing is required to be given by Purchaser to, or made by Purchaser with, any federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by Purchaser of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this.

4.4 Non-Contravention. The execution, delivery and performance by Purchaser of this Agreement, each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, does not and will not (i) violate any provision of the charter, bylaws or other organizational documents of Purchaser or (ii) violate or result in a breach of or constitute a default under any law, rule, regulation, judgment, injunction, order, decree or other restriction of any court or governmental authority to which Purchaser is subject, including any Governmental Authorization.

4.5 Binding Effect. To the best knowledge of Purchaser, this Agreement constitutes, and each of the Ancillary Agreements and each of the other documents to be executed and delivered by Purchaser pursuant to this Agreement when executed and delivered by the parties thereto will constitute, a valid and legally binding obligation of Purchaser enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser or any Affiliate of Purchaser who might be entitled to any fee or commission from Sellers in connection with the transactions contemplated by this Agreement.

4.7 Due Diligence. Purchaser acknowledges that it has conducted reasonable due diligence with respect to the Contributed Assets. Notwithstanding such investigation, the parties acknowledge the TPI is entitled to rely on the representations and warranties made hereunder.

ARTICLE V

COVENANTS

5.1 Access. Prior to the Closing, Sellers shall permit Purchaser and its representatives to have access, during regular business hours and upon reasonable advance notice, to the Transferred Assets (including the right to conduct reasonable investigations in connection therewith) and to SPC's Employees, subject to reasonable rules and regulations of SPC so as minimize disruption of SPC, and shall furnish, or cause to be furnished, to Purchaser, any financial and operating data and other information that is available with respect to the Division as Purchaser shall from time to time reasonably request. Purchaser shall abide by the terms of the Confidentiality Agreement dated June 1, 1998, between Purchaser and SPC with respect to such access and any information furnished to it or its representatives pursuant to this Section 5.1.

5.2 Conduct of Business. During the period from the date hereof to the Closing, SPC shall conduct the business of the Division in the ordinary and usual course, and use its best efforts to preserve intact the Division and its relationships with third parties and to maintain the Transferred Assets in accordance with good operating procedures and past practices. Sellers will immediately notify the Purchaser of any lawsuits or material claims, proceedings or investigations that may be brought, asserted or threatened or commenced, which exceed \$50,000 in claims or which seek any type of injunctive relief, of which they acquire knowledge and which relate in any way to the Division.

5.3 Best Efforts. Sellers and Purchaser will cooperate and use their respective best efforts to fulfill the conditions precedent to the other party's obligations hereunder, including but not limited to securing as promptly as practicable all consents, approvals, waivers and authorizations required in connection with the transactions contemplated hereby. Sellers and Purchaser will promptly file documentary materials required by the HSR Act and promptly file any additional information requested as soon as practicable after receipt of request therefor and as required by the HSR Act.

5.4 Compliance with WARN. SPC will timely give any notice required to be given to Employees under the Worker Adjustment and Retraining Notification Act ("WARN") or other similar statutes or regulations of any jurisdiction relating to any plant closing or mass layoff or as otherwise required by any such statute. Any liabilities to Employees under WARN or any other laws arising from the transactions contemplated hereby shall be the responsibility of SPC.

5.5 Further Assurances. At any time after the Closing Date, Sellers and Purchaser shall promptly execute, acknowledge and deliver any other assurances or documents reasonably requested by Purchaser or Sellers, as the case may be, and reasonably necessary for them or it to satisfy their or its respective obligations hereunder or obtain the benefits contemplated hereby.

5.6 Use of SPC Name and Marks. SPC shall grant to Purchaser a non-assignable, royalty-free non-exclusive license to use, for a period of six months following the Closing Date, any trademarks or trade names of SPC not included in the Intellectual Property

on any Inventory, products, labels, packaging and promotional materials that are in existence as of the Closing Date or created within 90 days after the Closing Date and which are marked with any such marks.

5.7 Confidentiality. Sellers shall not, and shall not permit any of their Affiliates, to knowingly provide, or make available, directly or indirectly, any confidential or proprietary information related to the business of the Division. Sellers shall reasonably cooperate, at Purchaser's expense, with Purchaser in any efforts by Purchaser to enforce any non-disclosure or confidentiality agreements included in this Contracts. If any confidentiality or nondisclosure agreements of SPC relating to the Division are, by their terms, non-assignable, SPC shall, at the request and expense of Purchaser, take all actions, at Purchaser's expense, reasonably requested by Purchaser to enforce such agreements.

5.8 Clearance Certificate. Sellers shall make all necessary filings with any taxing authorities to permit the transfer of the Transferred Assets to Purchaser hereunder, subject to no Encumbrances for unpaid taxes. At Closing, (i) Sellers shall provide Purchaser, on or before the Closing, with a clearance certificate or similar document(s) which may be required by any state or local taxing authority in order to relieve Purchaser of any obligation to withhold any portion of the Purchase Price, or (ii) Purchaser shall withhold the portion of the Purchase Price so required to be withheld, pending receipt of such a certificate.

5.9 Receivables and Litigation. TPI shall not take any actions to intentionally interfere with, or disrupt SPC's ability to collect the accounts receivable of the Division retained by SPC, or in SPC's ability to prosecute and/or defend its rights in connection with the Retained Claims and Lawsuits. SPC's efforts to collect such accounts receivable shall be consistent with SPC's prior business practices, and in a manner not to disrupt Purchaser's business relationship with such account debtors.

ARTICLE VI

CONDITIONS TO CLOSING

6.1 Conditions to the Obligations of Purchaser and Sellers. The obligations of the parties hereto to effect the Closing are subject to the satisfaction (or waiver) prior to the Closing of the following conditions:

(a) **HSR Act.** All filings under the HSR Act shall have been made and any required waiting period under such laws (including any extensions thereof obtained by request or other action of any governmental authority) applicable to the transactions contemplated hereby shall have expired or been earlier terminated.

(b) **No Injunctions.** No court or governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any

statute, rule, regulation, non-appealable judgment, decree, injunction or other order which is in effect on the Closing Date and prohibits the consummation of the Closing.

6.2 Conditions to the Obligations of Purchaser. The obligation of Purchaser to effect the Closing is subject to the satisfaction (or waiver) prior to the Closing, of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of SPC contained herein shall have been true and correct when made and shall be true and correct as of the Closing, as if made as of the Closing, and Purchaser shall have received certificates to such effect dated the Closing Date and executed by a duly authorized officer of SPC, by Bambara, and by Smith.

(b) **Covenants.** The covenants and agreements of Sellers to be performed on or prior to the Closing shall have been duly performed, and Purchaser shall have received certificates to such effect dated the Closing Date and executed by a duly authorized officer of SPC, by Bambara, and by Smith.

(c) **No Material Adverse Change.** The Transferred Assets shall not have been damaged in any material (more than \$100,000) way, whether or not covered by insurance, or otherwise suffered a material adverse change.

6.3 Conditions to the Obligations of Sellers. The obligation of Sellers to effect the Closing is subject to the satisfaction (or waiver) prior to the Closing of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Purchaser contained herein shall have been true and correct when made and shall be true and correct as of the Closing, as if made as of the Closing, and Sellers shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Purchaser.

(b) **Covenants.** The covenants and agreements of Purchaser to be performed on or prior to the Closing shall have been duly performed, and Sellers shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Purchaser.

ARTICLE VII

SURVIVAL; INDEMNIFICATION

7.1 Survival. The representations and warranties of the parties contained in this Agreement shall survive the Closing for three years from the Closing Date, except that the representations and warranties Section 3.12 shall survive for until the expiration of the

applicable statute of limitations. In the event notice of any claim for indemnification is given (within the meaning of Section 9.1) within the applicable survival period, the representations and warranties that are the subject of such indemnification claim shall survive until such time as such claim is finally resolved.

7.2 Indemnification by Purchaser. Purchaser shall indemnify, defend and hold harmless Sellers, their Affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns (the "Seller Indemnified Parties") from, against and in respect of any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, Taxes, interest, penalties, and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, removal costs, remediation costs, closure costs, fines, penalties and expenses of investigation and ongoing monitoring) (collectively, the "Losses") imposed on, sustained, incurred or suffered by or asserted against any of the Seller Indemnified Parties, directly or indirectly, relating to or arising out of (i) any breach of any representation or warranty made by Purchaser contained in this Agreement for the period such representation or warranty survives, and (ii) the breach of any covenant or agreement, including any liabilities assumed by Purchaser under Section 2.3, of Purchaser contained in this Agreement.

7.3 Indemnification by Sellers. Sellers shall jointly and severally indemnify, defend and hold harmless Purchaser, its Affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees (other than the Employees) and their heirs, successors and assigns (the "Purchaser Indemnified Parties" and, collectively with the Seller Indemnified Parties, the "Indemnified Parties") from, against and in respect of any Losses imposed on, sustained, incurred or suffered by or asserted against any of the Purchaser Indemnified Parties, directly or indirectly, relating to or arising out of (i) any breach of any representation or warranty made by Sellers contained in this Agreement, (ii) all liabilities from SPC's ownership, occupation or use of the Transferred Assets or Bambara's ownership of the Bambara Goodwill for all periods prior to the Closing Date, (iii) the breach of any covenant or agreement of Sellers contained in this Agreement, and (iv) the failure of Sellers to comply with any applicable bulk sales laws. Any claim for indemnification based on an alleged breach of a representation or warranty must be made within the applicable survival period of such representation and warranty.

7.4 Indemnification Procedures. With respect to third-party claims, all claims for indemnification by any Indemnified Party hereunder shall be asserted and resolved as set forth in this Section 7.4. In the event that any written claim or demand for which Purchaser or SPC, as the case may be (an "Indemnifying Party"), may be liable to any Indemnified Party hereunder is asserted against or sought to be collected from any Indemnified Party by a third party, such Indemnified Party shall promptly, but in no event more than 15 days following such Indemnified Party's receipt of such claim or demand, notify the Indemnifying Party of such claim or demand, describe such claim or demand in reasonable detail, including the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim or demand), and provide the Indemnifying

Party with copies of any notice or other document received from or with any third party, including tax authorities, in respect of any such matters (the "Claim Notice"). The Indemnifying Party shall have 30 days (or, if shorter, 5 days before any response is required to be filed if such claim involves a suit or proceeding by a third party) from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify the Indemnified Party (a) whether or not the Indemnifying Party disputes the liability of the Indemnifying Party to the Indemnified Party hereunder with respect to such claim or demand and (b) whether or not it desires to defend the Indemnified Party against such claim or demand. All reasonable costs and expenses incurred by the Indemnifying Party in defending such claim or demand shall be a liability of, and shall be paid by, the Indemnifying Party. Except as hereinafter provided, in the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against such claim or demand, and actively defends the Indemnified Party by appropriate actions, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defense. If any Indemnified Party desires to participate in any such defense, it may do so at its sole cost and expense. The Indemnified Party shall not negotiate or settle a claim or demand, or contract any person making a claim or demand, without the consent of the Indemnifying Party. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any such claim or demand on a basis which (i) would result in the imposition of a consent order, injunction, agreement, ruling, or decree which would, or could reasonably be expected to, restrict the future activity or conduct of the Indemnified Party or any Subsidiary or Affiliate thereof, or (ii) would not include a general release in favor of the Indemnified Party with respect to the matter underlying the claim or demand, if appropriate. If the Indemnifying Party elects not to defend, or does not actively defend by appropriate actions, the Indemnified Party against such claim or demand, whether by not giving the Indemnified Party timely notice as provided above or otherwise, then the amount of any such claim or demand or, if the same be contested by the Indemnified Party, then that portion thereof as to which such defense is unsuccessful (including the reasonable costs and expenses pertaining to the successful and unsuccessful portions of such defense), shall be the liability of the Indemnifying Party hereunder. To the extent the Indemnifying Party shall direct, control or participate in the defense or settlement of any third-party claim or demand, the Indemnified Party will give the Indemnifying Party and its counsel access to, during normal business hours, the relevant business records and other documents, and shall permit them to consult with the employees and counsel of the Indemnified Party. The Indemnified Party shall use its best efforts in the defense of all such claims.

7.5 Limitations. No party shall be liable for any Losses with respect to the matters contained in Section 7.2(i) or Section 7.3(i) except to the extent (and then only to the extent) the Losses therefrom exceed an aggregate amount equal to \$100,000 and then only for all such Losses in excess thereof, up to an aggregate amount equal to \$8,500,000, provided that the maximum amount of liability of Bambara shall not exceed \$3,500,000, and the maximum amount of liability of Smith shall not exceed \$2,500,000. Purchaser shall first seek payment of any Losses from SPC, and only if SPC has not paid such Losses in full within 30 days after

demand by Purchaser shall Purchaser seek payment of the Losses from Smith and/or Bambara. The limitations set forth in this Section 7.5 shall not apply to Losses from liabilities of Sellers not assumed by Purchaser hereunder.

ARTICLE VIII

TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by agreement of Purchaser and Sellers;

(b) by either Purchaser or Sellers by giving written notice of such termination to the other, if the Closing shall not have occurred on or prior to March 31, 1999; provided that the terminating party is not in material breach of its obligations under this Agreement;

(c) by either Purchaser or Sellers if there shall be in effect any law or regulation that prohibits the consummation of the Closing or if consummation of the Closing would violate any non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction; or

(d) by either Purchaser or Sellers if, as a result of action or inaction by the Sellers (in which event Purchaser shall have the right to terminate) or Purchaser (in which event Sellers shall have the right to terminate), the Closing shall not have occurred on or prior to the date that is 10 business days following the date on which all of the applicable conditions to Closing set forth in Article 6 are satisfied or waived.

8.2 Effect of Termination. In the event of the termination of this Agreement in accordance with Section 8.1, this Agreement shall thereafter become void and have no effect, and, except as provided otherwise, no party hereto shall have any liability to the other party hereto or their respective Affiliates, directors, officers or employees, except that nothing herein will relieve any party from liability for any breach of this Agreement prior to such termination. Upon such termination, Purchaser shall (i) return immediately all documents, information, data, and all of the originals or copies of the Transferred Assets to SPC, (ii) destroy all other copies in its possession or in the possession of its Affiliates, directors, officers, employees, agents and attorneys, and (iii) hold, and cause each of said parties to hold, all of such materials and the information contained therein or given to Purchaser by SPC, Bambara, Smith, or their Affiliates, directors, officers, employees, agents and attorneys.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by telecopier; **provided** that the telecopy is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To Purchaser: TENNECO PACKAGING INC.
1900 Field Court
Lake Forest, Illinois 60045
Telephone: 847/482-3700
Telecopy: 847/482-4536
Attn: Senior Vice-President - Protective Packaging

with copies to: TENNECO PACKAGING INC.
1900 Field Court
Lake Forest, Illinois 60045
Telephone: 847/482-2430
Telecopy: 847/482-4544
Attn: General Counsel

To Sellers: SENTINEL PRODUCTS CORPORATION
70 Airport Road
Hyannis, Massachusetts 02601
Telephone: 508/775-5220
Telecopy: 508/771-1554
Attn: John D. Bambara and
 Scott C. Smith

with copies to: WYNN & WYNN, P.C.
90 New State Highway
Raynham, MA 02767
Telephone: 508/823-4567
Telecopy: 508/822-4097
Attn: Thomas J. Wynn

9.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and Sellers, or in the case of a waiver, by the party against

whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as set forth herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.3 Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

9.4 Entire Agreement. This Agreement (including all Schedules and Exhibits hereto and the Ancillary Agreements) contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement which will remain in full force and effect for the term specified therein.

9.5 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Purchaser, Sellers or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

9.6 Public Disclosure. Notwithstanding anything herein to the contrary, each of the parties to this Agreement hereby agrees with the other party or parties hereto that, except as may be required to comply with the requirements of any applicable Laws and the rules and regulations of each stock exchange upon which the securities of one of the parties (or its Affiliate) is listed, no press release or similar public announcement or communication shall ever, whether prior to or subsequent to the Closing, be made or caused to be made concerning the execution or performance of this Agreement unless specifically approved in advance by all parties hereto. The parties shall consult and reasonable cooperate with each other concerning any disclosure made pursuant to the exception in the preceding sentence.

9.7 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such expenses.

9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois.

9.9 Headings The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

SENTINEL PRODUCTS CORPORATION

By: _____
Name:
Title:

JOHN D. BAMBARA

SCOTT C. SMITH

TENNECO PACKAGING INC.

By:  _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

SENTINEL PRODUCTS CORPORATION

By: *John D. Bambara*
Name: *John D. Bambara*
Title: *Pres.*

John D. Bambara
JOHN D. BAMBARA

Scott C. Smith
SCOTT C. SMITH

TENNECO PACKAGING INC.

By: _____
Name:
Title: