

MRD 10/13/00

FORM PTO-1584

12-01-2000

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92

Tab settings →→→



101535156

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

1. Name of conveying party(ies):

Willcox Hose Ltd.

- Individual(s)
- General Partnership
- Corporation - United Kingdom
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

- Merger
- Change of Name

Effective Date: September 9, 1999

2. Name and address of receiving party(ies):

Name: Senior Flexonics Limited
Address: Abercanaid
South Wales CF48 1UX
United Kingdom

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - United Kingdom
- 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(s) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,855,768
1,865,780

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles R. Brainard, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. 3.41) \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

DO NOT USE THIS SPACE

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.

Marjorie Rook
Name of Person Signing

Marjorie Rook
Signature

November 7, 2000
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

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Attorney ref. 1623/88101

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : **Senior Flexonics Limited**
Mark : **WILLCOX**
Registration No. : **1,855,768**
Registration Date : **September 27, 1994**

Assistant Commissioner for Trademarks
2900 Crystal Drive
BOX NO FEE
Arlington, Virginia 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

S I R :

KENYON & KENYON, whose postal address is One Broadway, New York,
New York 10004, is hereby designated domestic representative upon whom notices or process
in proceedings affecting the above-identified registration may be served.

SENIOR FLEXONICS LIMITEDDate: 7 Nov. 2000

By: A. J. Matheson
Name : A. J. MATHESON
Title: *Financial Director*
& Company Secretary

Attorney ref. 1623/88301

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Senior Flexonics Limited
Mark : WILLCOXHOSE
Registration No. : 1,865,780
Registration Date : December 6, 1994

Assistant Commissioner for Trademarks
2900 Crystal Drive
BOX NO FEE
Arlington, Virginia 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

S I R :

KENYON & KENYON, whose postal address is One Broadway, New York,
New York 10004, is hereby designated domestic representative upon whom notices or process in
proceedings affecting the above-identified registration may be served.

SENIOR FLEXONICS LIMITEDDate: 7 Nov. 2000

By: A. J. Matheson
Name: A. J. MATHESON
Title: FINANCIAL DIRECTOR
AND COMPANY SECRETARY

TRADEMARK
REEL: 002185 FRAME: 0303

(1) WILLCOX HOSE LIMITED & OTHERS

- and -

(2) SENIOR FLEXONICS LIMITED

AGREEMENT

for the sale and purchase of the
Business and substantially all of the Assets of
Willcox Hose Limited & Others

A.M.

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14 June 1999

BETWEEN:

- (1) The Companies whose names and registered offices are set out in Schedule 1 (together "the Vendors"); and
- (2) SENIOR FLEXONICS LIMITED (Company Number 587472) whose registered office is at Abercanaid, Merthyr Tydfil, Mid Glamorgan, CF48 1UX ("the Purchaser")

WHEREAS:

- (A) As part of a reorganisation of the trading activities within the group of companies comprising the Vendors and the Purchaser, each of the Vendors has agreed to sell its trade, business and assets and the Purchaser has agreed to purchase the same for the consideration and otherwise upon the terms and conditions set out in this Agreement.
- (B) The Purchaser and the Vendors are wholly owned direct or indirect subsidiaries of Senior PLC (Company Number 282772).

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall, (except where the context otherwise requires) have the following meanings:

"Assets" all the assets contracts and rights owned or used by a Vendor in connection with its Business to be sold and purchased hereunder other than the Excluded Assets;

"Business" the business of design manufacture and sale of composite hoses and any other trade or business (whether ancillary thereto or not) carried on at the Effective Date by each of the Vendors;

"Cash" all cash in hand (including uncleared cheques) and at bank (whether on current account or deposit account) and all cash of each of the Vendors deposited with third parties;

"Completion" completion of this Agreement in accordance with its terms;

"Subsidiaries" all the wholly owned subsidiaries (if any) of each of the Vendors as at the Effective Date;

- 1.2 Words incorporating the masculine gender only include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa.
- 1.3 Unless otherwise stated references to Clauses sub-clauses and Schedules are to the Clauses, sub-clauses and Schedules of and to this Agreement. The Schedules form part of this Agreement.
- 1.4 The index and clause headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

2. SALE AND PURCHASE OF BUSINESS

- 2.1 Each of the Vendors shall sell its Business (if any) as a going concern together with all of its Assets and the Purchaser shall purchase the same on and with effect from the Effective Date.
- 2.2 The Assets (if any) comprised in each of the sales and purchases hereby agreed are as follows:
 - 2.2.1 the benefit but subject to the burden thereof of the Contracts;
 - 2.2.2 all fixed plant and machinery owned or used in connection with the Business carried on by each of the Vendors wheresoever situated;
 - 2.2.3 all the loose plant equipment machinery tools motor vehicles furniture trade utensils and other chattels owned or used in connection with the Business carried on by each of the Vendors at the Effective Date wheresoever situated;
 - 2.2.4 the Stock;
 - 2.2.5 all the book and other debts arising out of or attributable to the operation of Business and owed to the Vendors at the Effective Date howsoever arising including the right to receive payment for goods despatched or delivered and services rendered before the Effective Date but not invoiced before such date;

and any costs proceedings claims damages demands and other liabilities of whatsoever nature which may be incurred or suffered by any of them in connection therewith.

5. COMPLETION

Completion of the sales and purchases of the Business and Assets (save in respect of the Property where Completion shall take place in accordance with the provisions of Schedule 2) shall take place on the Effective Date whereupon each of the Vendors shall:

- 5.1 insofar as it is able to do so permit the Purchaser to assume the conduct of its Business and deliver to the Purchaser or allow the Purchaser to take possession of those of its Assets title to which is capable of passing by delivery;
- 5.2 deliver to the Purchaser:
 - 5.2.1 duly executed assignments in the agreed form together with such other documents as the Purchaser may reasonably require to perfect its title to the Assets and any of them;
 - 5.2.2 all lists of customers and suppliers books of account and records whether stored on hard copy or on computer and computer programs relating to its Business;
 - 5.2.3 all the designs and drawings plans technical and sales publications advertising material and other technical and sales matter of the Vendor in relation to its Business together with any plates blocks negatives and other like material relating thereto;
 - 5.2.4 all National Insurance contributions and PAYE records duly completed and up to date;
 - 5.2.5 the Value Added Tax records referred to in Clause 10;
 - 5.2.6 all conveyances, assignments and instruments of transfer as each Vendor may require for the transfer of all of its estate right title and interest in its Business and Assets to the Purchaser.
- 5.3 Each of the Vendors and the Purchaser will cause appropriate entries to be made in their respective accounting records to reflect the sales and purchases hereunder.

thenceforth the Purchaser shall be in a direct contractual relationship with such other parties and the relevant Vendor's obligations in respect of such contracts shall be at an end.

8. EMPLOYEES

8.1 The Purchaser acknowledges that pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 1981 ("the Regulations") at the Effective Date it will become the employer of the Employees.

8.2 All salaries and other emoluments including holiday pay taxation and national insurance contributions relating to the Employees shall be borne by each of the Vendors in respect of their respective employees up to and including the Effective Date and by the Purchaser with effect from the Effective Date and all necessary apportionments shall be made.

9. PROPERTY

The provisions of Schedule 2 shall apply to the transfer of the Property.

10. VALUE ADDED TAX

The Vendors and the Purchaser each confirm and warrant to the other that they are or will be at the Effective Date registered for the purposes of Value Added Tax. The parties hereto are accordingly of the opinion that each of the sales and purchases hereby agreed is a supply of goods to which the provisions of Article 5 of the Value Added Tax (Special Provisions) Order 1995 apply. If notwithstanding the provisions referred to above any Value Added Tax shall be payable on the transfers the Purchaser shall pay to the Vendors an amount equal to the Value Added Tax charged together with all and any interest payable thereon and penalties attributable thereto upon the presentation of an appropriate Value Added Tax invoice.

11. BUSINESS RECORDS

11.1 Unless application is made to H.M. Customs & Excise for permission for the Vendors to retain all the VAT records of the business and such application is granted, the Vendors will provide the Purchaser with all the VAT records of the business required by Section 49(1)(b) Value Added Tax Act 1994 to be preserved by the Purchaser.

16. FURTHER ASSURANCE

Upon and at any time after Completion the Vendors shall at the request of the Purchaser do and execute or procure to be done and executed all such acts deeds documents and things as may be necessary to vest the title to its Business and Assets in the Purchaser and to give full effect to this agreement.

17. ANNOUNCEMENTS

No announcement communication or circular in connection with the subject matter of this Agreement shall be made (whether prior to or after the Effective Date) by or on behalf of the Vendors or the Purchaser without the prior approval of the other (such approval not to be unreasonably withheld or delayed) save for announcements to employees customers suppliers and agents of the Purchaser and the Business in such form as may be reasonably required by the Purchaser.

18. COSTS

The Purchaser shall bear and pay all legal accountancy and other fees and expenses of and incidental to the preparation and implementation of this Agreement and all other documents in the agreed form referred to herein.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement and understanding of the parties in connection with the subject matter thereof and supersedes and extinguishes all previous agreements between the parties relating to the subject matter hereof and all and any representations and warranties previously given and/or made other than those expressly set forth herein and also other than any misrepresentation or breach of warranty which constitutes fraud.

19.2 In particular (but without prejudice to the generality of the other provisions of this Clause) each party acknowledges to the other (to the intent that the other shall execute this Agreement in reliance upon such acknowledgement) that it has not been induced to enter into this Agreement by nor relied upon any representation or warranty other than the representations and/or warranties expressly set forth in this Agreement. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

SCHEDULE 1

Vendors

Name	Company Number	Registered Office
Willcox Hose Limited	47330	Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX
Thornskill Limited	2154662	Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX
Willcox Hose (Leeds) Limited	2517912	Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX
Willcox Hose Management Services Limited	2564142	Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX
Willcox Maritime Developments Limited	2038373	Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX

PART I

2. TITLE

Title to the Property having been deduced and copies of the Lease having been supplied to the Purchaser prior to the date of this Agreement the Purchaser shall be deemed to purchase the Property with full knowledge thereof and shall not be entitled to raise any objection or requisitioning in respect thereof.

3. POSSESSION

The Property is sold subject to and with the benefit of the occupation of Willcox Hose (Leeds) Limited.

4. MATTERS AFFECTING THE PROPERTY

The Property is sold subject to such of the following matters as relate to it:

- 4.1 all local land charges (whether or not registered before the date hereof) and all matters capable of registration as local land charges;
- 4.2 all notices served and all orders demands proposals regulations or requirements made by any local or other public or competent authority or body (whether before on or after the date hereof);
- 4.3 all actual or proposed charges notices orders restrictions agreements conditions or other matters arising under the legislation relating to town and country planning; and
- 4.4 the rents reserved by and the exceptions and reservations and the covenants and conditions on the part of the tenant contained in the Lease.

5. REVERSIONER'S CONSENT

- 5.1 The sale of the Property to the Purchaser is conditional upon the grant of the Reversioner's Consent.
- 5.2 The Vendor shall forthwith apply for and use its reasonable endeavours to obtain the Reversioner's Consent.
- 5.3 For the purpose of obtaining the Reversioner's Consent the Purchaser shall enter into such direct covenants and provide such information references and guarantees as the landlord under the Lease may reasonably require.

SCHEDULE 3

Draft Assignment

DATED

1999

(1) WILLCOX HOSE (LEEDS) LIMITED

- and -

(2) SENIOR FLEXONICS LIMITED

ASSIGNMENT

relating to

a lease dated 27th January 1994 of premises
know as AAT Building, Henconner Lane,
Leeds

THIS ASSIGNMENT is made on the date and between the parties stated in the Particulars

RECITALS:

- (A) The Lease is vested in the Tenant for the Tenant's own sole benefit for the remainder of the Term subject to the rents covenants and conditions reserved by and contained in the Lease but otherwise free from encumbrances
- (B) The Tenant has agreed with the Assignee for the assignment of all the Tenant's estate in the Premises to the Assignee

THIS DEED WITNESSES

1. INTERPRETATION

- 1.1 The details expressions and descriptions appearing in the Particulars shall be included in and shall form part of this deed
- 1.2 If any party to this deed comprises more than one person obligations on the part of that party in this deed are undertaken by all such persons jointly and also by each of them individually
- 1.3 References in this deed to any legislation include any other legislation replacing amending or supplementing it and any orders regulations byelaws notices permission approvals or consents under it
- 1.4 References in this deed to the Lease shall be taken as references to the Lease as it may have been or be varied
- 1.5 The headings in this deed are for information only and shall not be taken to affect its construction
- 1.6 References in this deed to obligations on the part of any person include covenants conditions or other provisions to be observed or performed by that person

2. INTRODUCTION

The Tenant and the Assignee are associated for the purposes of Section 151 of the Finance Act 1995 and the assignment is not made in pursuance of nor in connection with any arrangement as set out in Section 27(3) of the Finance Act 1967.

4. **INDEMNITY**

The Assignee covenants with the Tenant by way of indemnity only that the Assignee the Assignee's successors and assigns and those deriving title under the Assignee will from and including today's date during the remainder of the term:-

- 4.1 pay the rents reserved by the Lease and perform and observe the obligations on the part of the lessee contained in the Lease; and
- 4.2 keep the Tenant and the Tenant's estate and effects indemnified against all future actions losses costs damages expenses claims and demands arising out of or resulting from any omission to pay those rents or any breach of any of those obligations.

IN WITNESS of which this deed has been executed and is delivered on the date appearing as the date of this deed

EXECUTED (but not delivered until)
the date hereof) as a deed by the Tenant)
by affixing its Common Seal in the)
presence of)

EXECUTED (but not delivered until)
the date hereof) as a deed by the)
Assignee by affixing its Common Seal)
in the presence of)

(1) SENIOR FLEXONICS LIMITED

- and -

(2) WILLCOX HOSE LIMITED

ASSIGNMENT OF BOOK DEBT



AM

BETWEEN

- (1) **SENIOR FLEXONICS LIMITED** whose registered office is at Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX ("**the Assignor**")
- (2) **WILLCOX HOSE LIMITED** whose registered office is at Abercanaid, Merthyr Tydfil, Mid Glamorgan CF48 1UX ("**the Assignee**")

WHEREAS

- (A) Pursuant to an agreement dated 14 June 1999 between the Assignor, the Assignee and various other companies the Assignee transferred to the Assignor all of its business and substantially all of its assets including all indebtedness due from Willcox BV to the Assignee ("the Debt").
- (B) The parties agree and acknowledge that the Debt was transferred in error and have accordingly agreed to transfer the Debt back to the Assignee on the terms and conditions contained herein.

THIS DEED WITNESSES as follows:

1. The Assignor as beneficial owner hereby assigns unto the Assignee absolutely the benefit of the Debt, together with all rights of the Assignor to obtain and enforce payment thereof for a consideration equal to the amount of the Debt less the amount of the provision of £419,156 made against the Debt in the accounts of the Assignee.
2. The consideration monies payable to the Assignor shall be treated in its books and in the books of the Assignee as an interest free unsecured loan repayable by the Assignee to the Assignor on demand.
3. The price is, in all cases, exclusive of value added tax.
4. This Assignment is governed by and shall be construed in accordance with English law.

AM

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first above written.

EXECUTED (but not delivered until the date)
hereof) as a deed by SENIOR FLEXONICS)
LIMITED acting by:)

James H. Prell

Director

A. J. Matheson

Director/Secretary

EXECUTED (but not delivered until the date)
hereof) as a deed by WILLCOX HOSE)
LIMITED acting by:)

James H. Prell

Director

A. J. Matheson

Director/Secretary

AJM

REGISTER OF MEMBERS

AND SHARE LEDGER

19 NOVEMBER 1990

Date of Entry as a Member
Date of Ceasing to be a Member

Name SENIOR ENGINEERING INVESTMENTS LIMITED
Address 59/61 HIGH STREET, RICKMANSWORTH, HERTS, WD3 1RH

SHARES TRANSFERRED £1.

CASH PAID ON SHARES £1.

Dr. CASH PAYABLE ON SHARES

Cr. SHARES ACQUIRED

No. of Allotment	No. of Shares Transferred	Date of Entry or Transfer	No. of Shares Allotted or Transferred	Distinctive Numbers (inclusive) From To	Total Value of Shares held	Date when called	Description of Payment or No. of Call	Amount per Share	Total Amount
11	19/11/90 9999 2	19/11/90	9999 2	69995 8					

Date when Payment	Cash Book Folio	No. of Transfer	Date of Entry of Transfer	No. of Shares Transferred	Distinctive Numbers (inclusive) From To	Trade Folio	Total Value of Shares Transferred

Date of Entry as a Member
Date of Ceasing to be a Member

Name AJ BELL & T B GARTHWAITE
Address SENSOR HOUSE 59/61 HIGH ST RICKMANSWORTH

4 JUNE 1992
29th APRIL 1996

Date when Payment	Cash Book Folio	No. of Transfer	Date of Entry of Transfer	No. of Shares Transferred	Distinctive Numbers (inclusive) From To	Trade Folio	Total Value of Shares Transferred

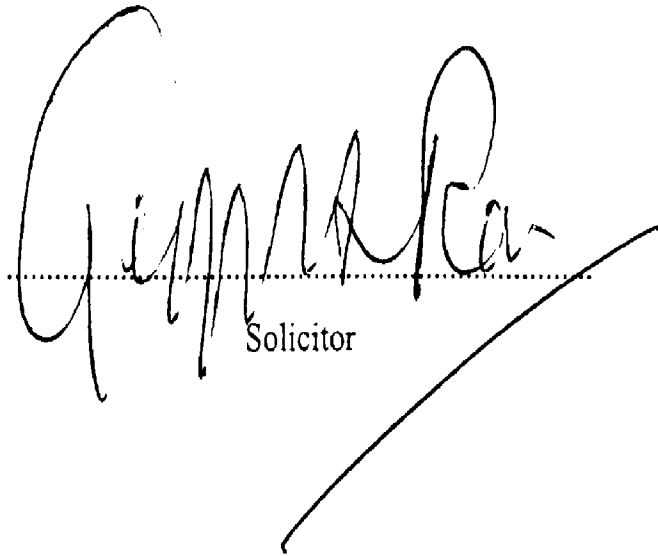
No. of Allotment	No. of Shares Transferred	Date of Entry or Transfer	No. of Shares Allotted or Transferred	Distinctive Numbers (inclusive) From To	Total Value of Shares held	Date when called	Description of Payment or No. of Call	Amount per Share	Total Amount
12	4/8/92 3	4/8/92	3		3.00				3.00

15 29/4/96 3

ATM

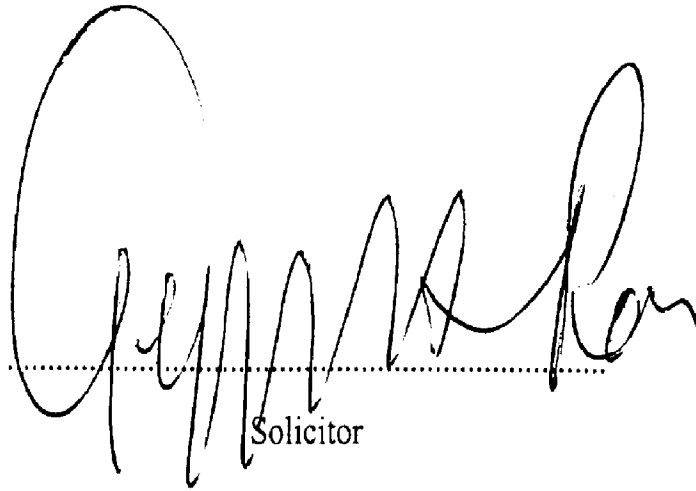
This is the exhibit marked Annex 3
referred to in the annexed declaration of Andrew Matheson

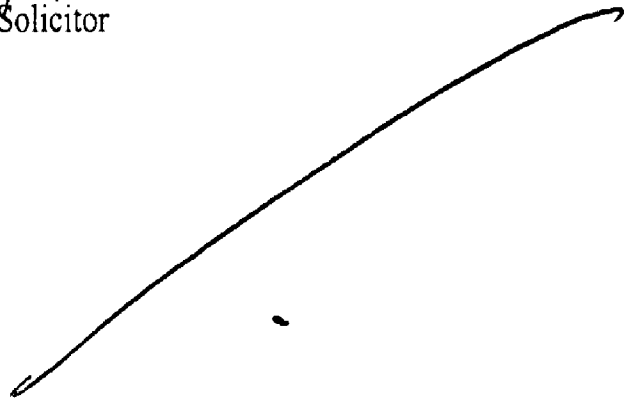
Before me this 9th day of September 1999

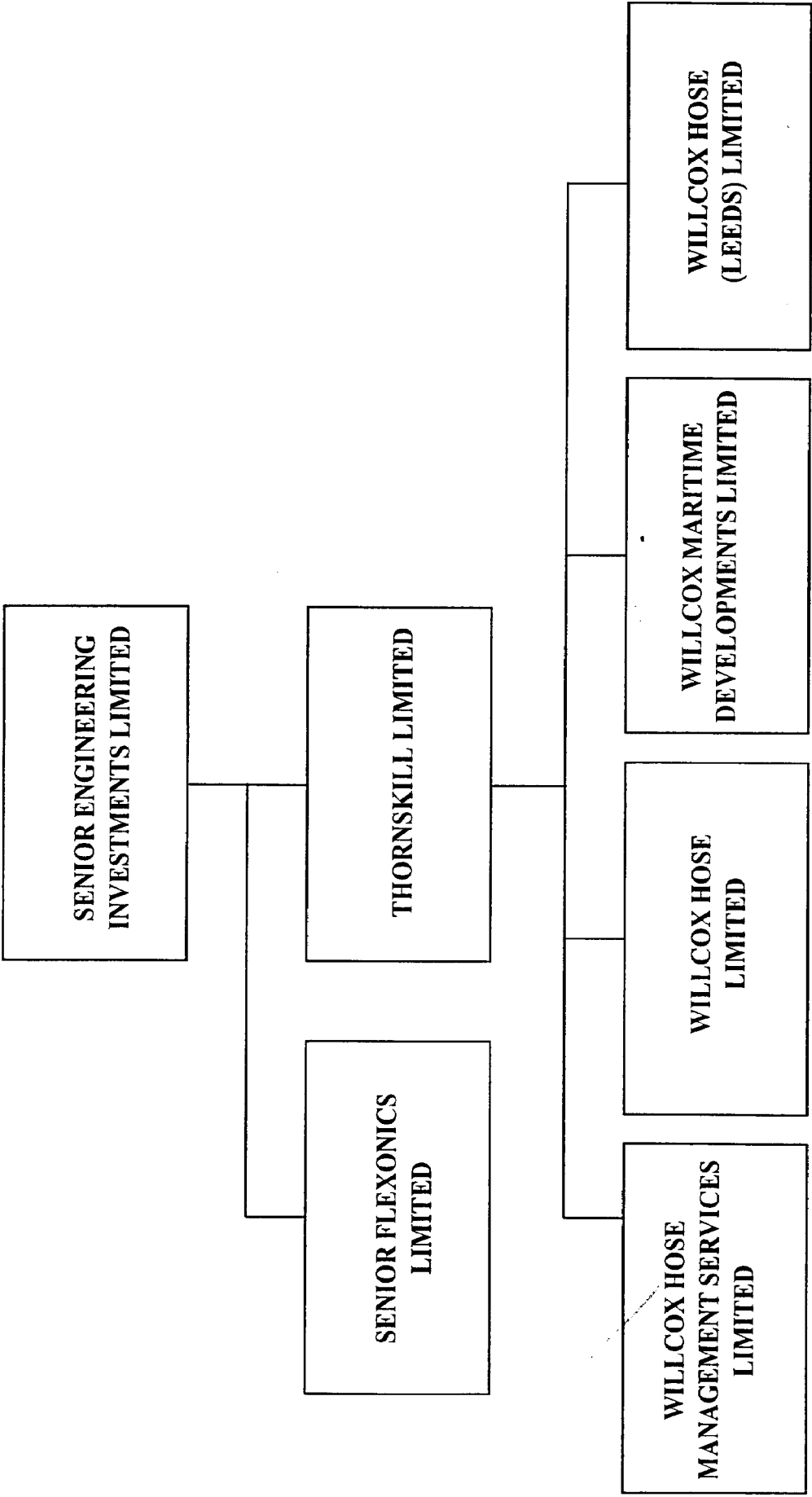

Solicitor

This is the exhibit marked Annex 5
referred to in the annexed declaration of Andrew Matheson

Before me this 9th day of September 1999


Solicitor





AM

[CRITICAL]POWERPOINTWILCOX DIAGRAM