



-1618A

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
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Formerly

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- General Partnership
- Limited Partnership
- Corporation
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- Other

Citizenship/State of Incorporation/Organization

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Authorization to charge additional fees: Yes No

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. Charges to deposition account are authorized, as indicated herein.

Eric W. Gallender

Name of Person Signing

Signature

March 6, 2001

Date Signed

STOCK PURCHASE AGREEMENT

dated as of December 8, 1997

by and between

THE B.F. GOODRICH COMPANY;

TXL HOLDINGS, INC.;

and

TRIARC COMPANIES, INC.

for

SHARES OF C.H. PATRICK & CO., INC.

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BFG Restricted

This Stock Purchase Agreement dated as of December 8, 1997 is made and entered into by and between The B.F. Goodrich Company, a New York corporation ("Purchaser"), Triarc Companies, Inc., a Delaware corporation ("Triarc"), and TXL Holdings, Inc., a Delaware corporation ("Parent"). Capitalized terms not otherwise defined herein have the meanings set forth in Section 1.01 below.

WHEREAS, Parent owns all of the common stock, par value \$1.00 per share (the "Common Stock"), of C.H. Patrick & Co., Inc., a South Carolina corporation (the "Company"), constituting all of the issued and outstanding shares of capital stock of the Company,

WHEREAS, Purchaser desires to purchase from Parent, and Parent desires to sell to Purchaser all of the issued and outstanding shares of Common Stock ("Purchased Shares");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions. (a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below.

REDACTED

REDACTED

REDACTED

REDACTED

Handwritten: "Business or Condition of the Company" means the business, financial condition or results of operations of the Company.

REDACTED

REDACTED

REDACTED

REDACTED

"Company" has the meaning ascribed to it in the forepart of this Agreement)

REDACTED

"Disclosure Schedule" has the meaning ascribed to it in Section 3.21.

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

"Intellectual Property" means all patents and patent rights, trademarks and trademark rights, trade names, service marks, service names, copyrights, and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

"Knowledge of Parent" means the actual knowledge of certain officers and employees of Parent and the Company as listed in Section L.01 of the Disclosure Schedule.

REDACTED

REDACTED

"Material Adverse Effect" means any change or effect that is materially adverse to the Business or Condition of the Company; provided, however, that Material Adverse Effect shall exclude any change or effect due to (i) general business, economic or financial conditions that are not unique to the Company but also affect other Persons who participate or are engaged in the lines of business in which the Company also participates or is engaged, and (ii) any continuation of an adverse trend or condition disclosed to Purchaser in the Disclosure Schedule.

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3.14 Intellectual Property Rights. Section 3.14 of the Disclosure Schedule sets forth a true and correct list of all registered Intellectual Property material to the Business or Condition of the Company presently owned or licensed by the Company and used in the conduct of the business of the Company. Except as disclosed in Section 3.14 of the Disclosure Schedule, the Company owns or possesses licenses or other rights to use all material Intellectual Property and all material inventions, know-how, discoveries, trade secrets, technology and technical data and other proprietary information as is necessary to conduct the Company's business as currently conducted; and there is no pending or, to the Knowledge of Parent, threatened in writing, claim of infringement upon the proprietary intellectual property rights relating to the Company's business and there is no pending or, to the Knowledge of Parent, threatened written claim of infringement upon the rights of others therein which, individually or in the aggregate, would have a Material Adverse Effect.

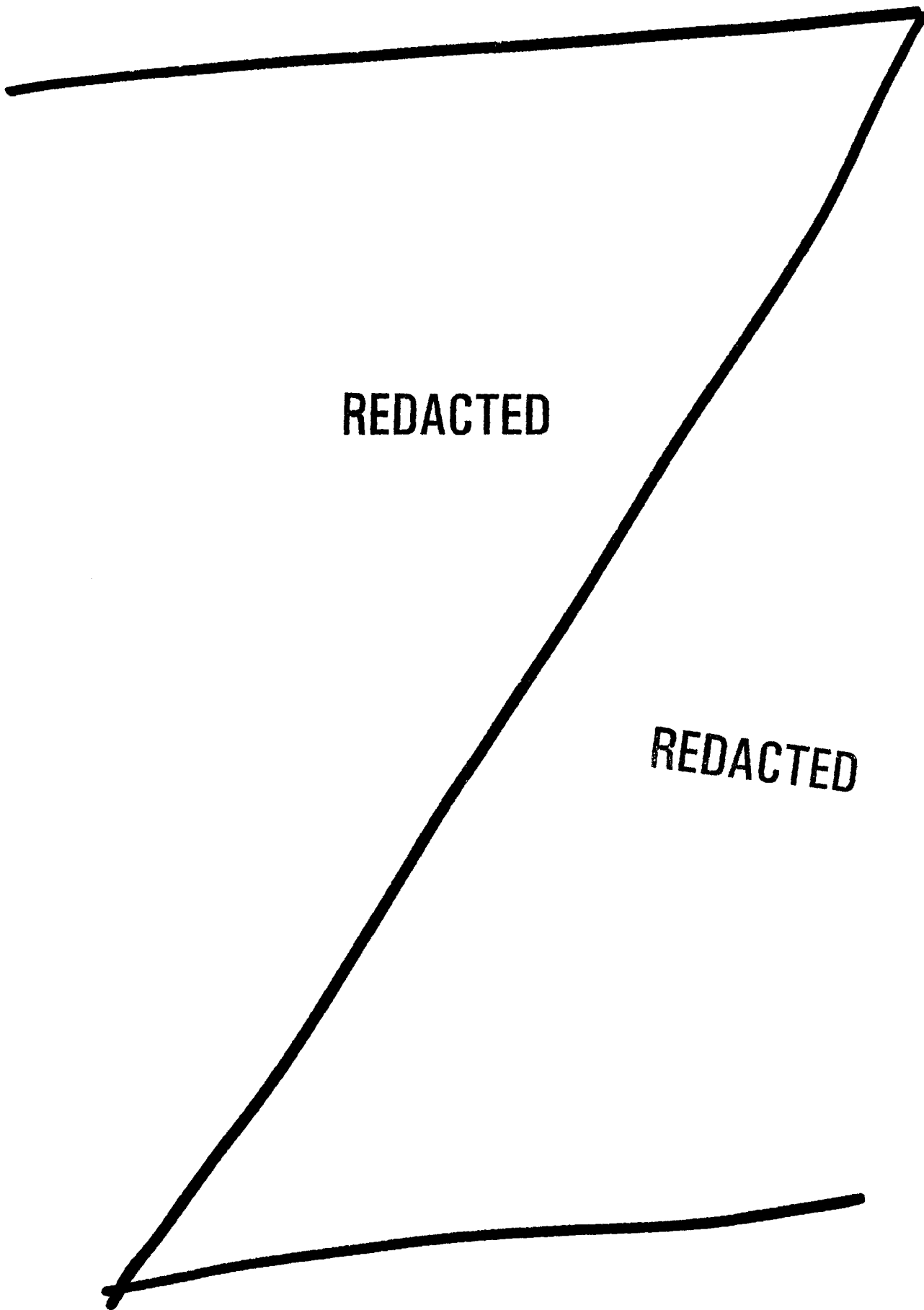
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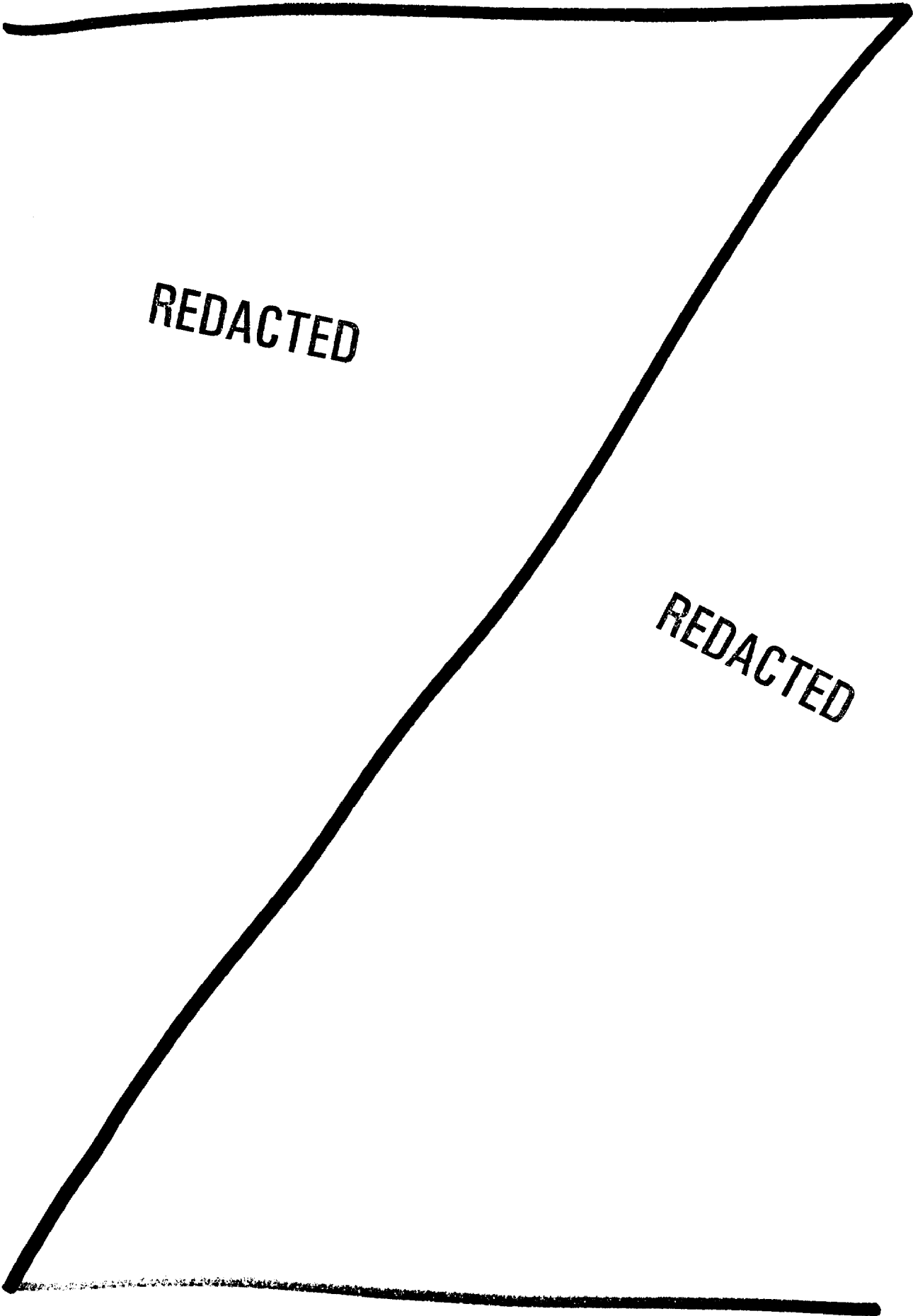
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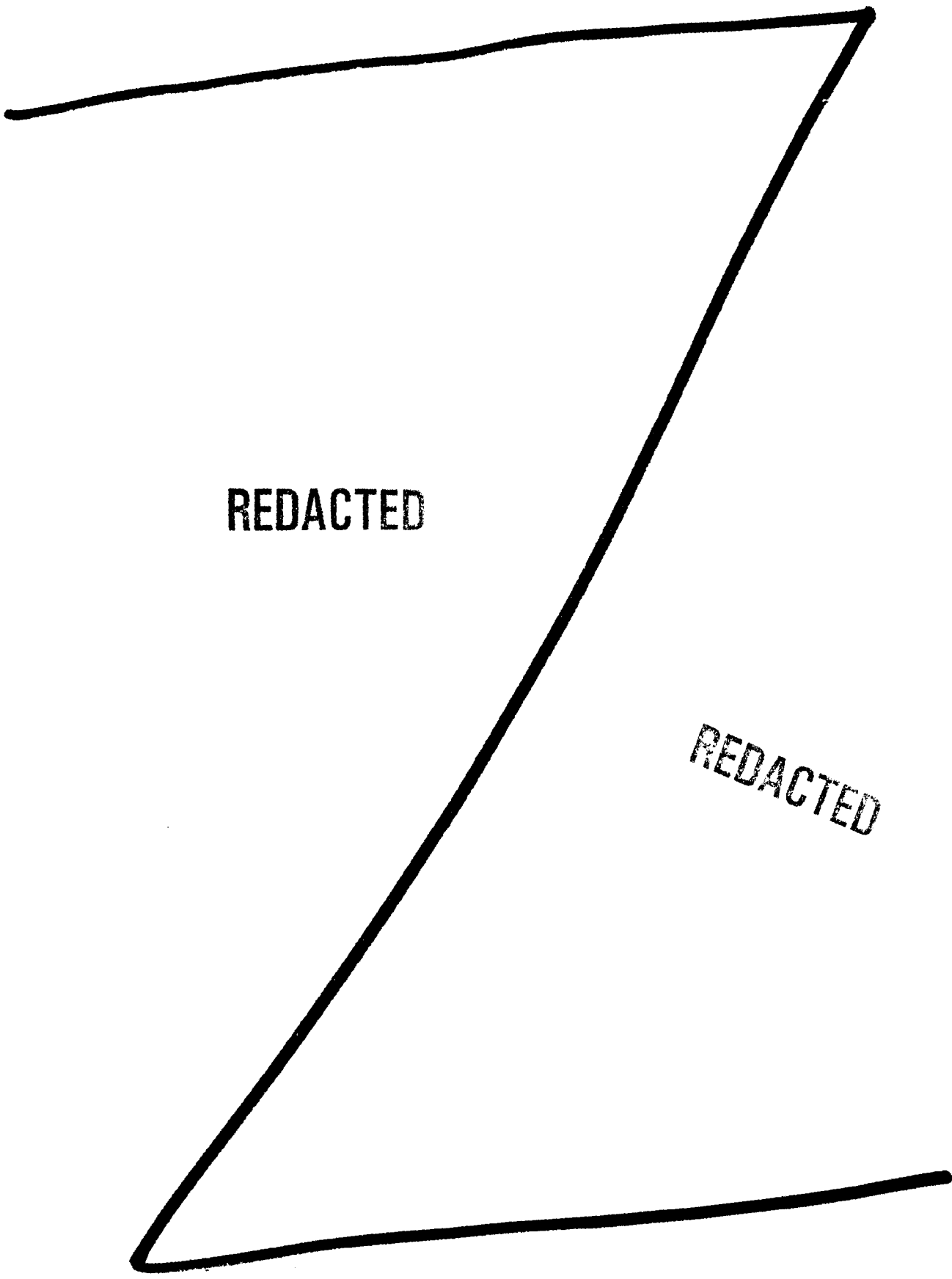
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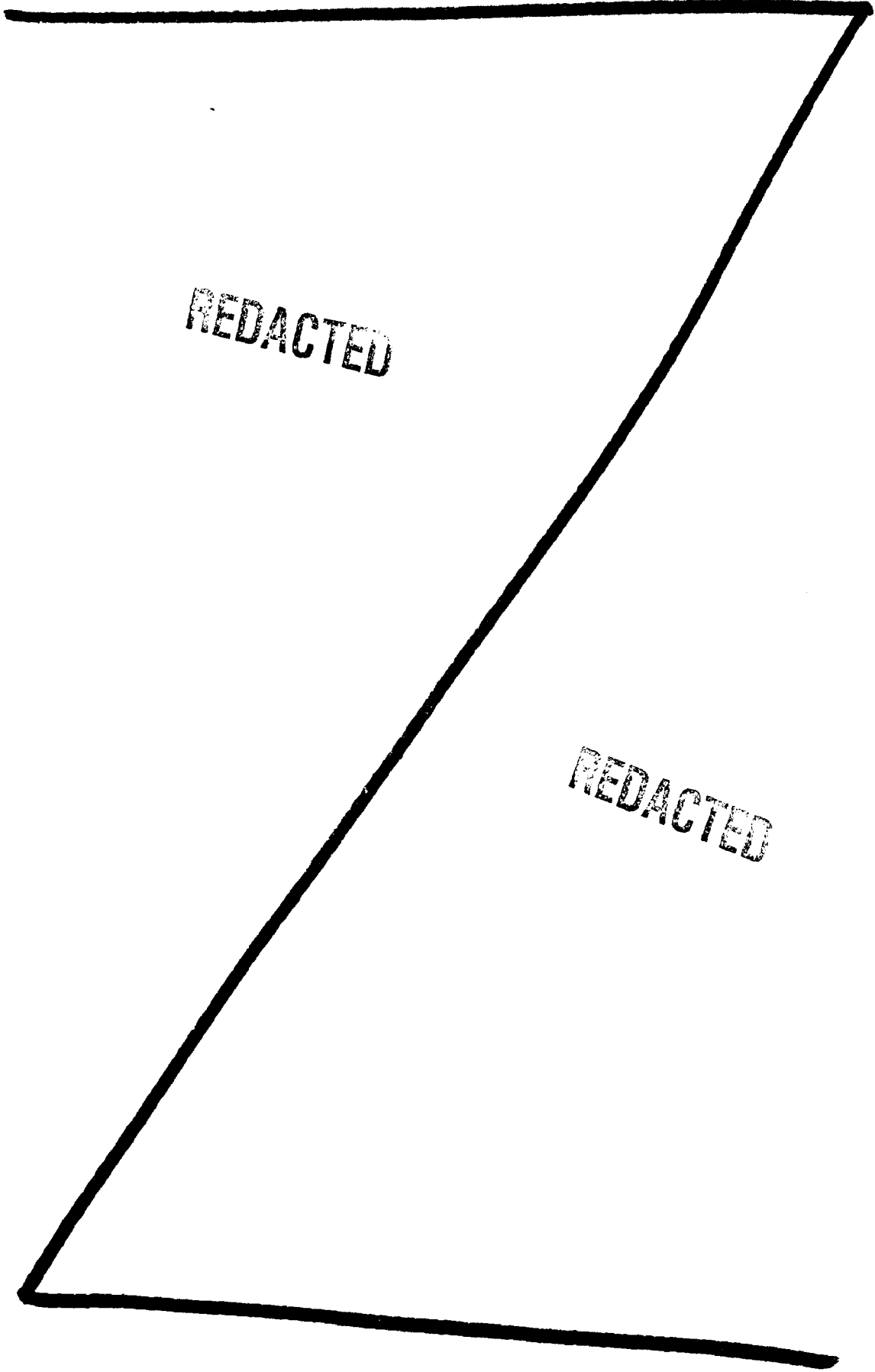


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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

THE B.F. GOODRICH COMPANY

By: John A. Weaver
Name: John A. Weaver
Title: Vice President

TRIARC COMPANIES, INC.

By: John Barnes Jr.
Name: John Barnes Jr.
Title: Senior Vice President

TXL HOLDINGS, INC.

By: John Barnes Jr.
Name: John Barnes Jr.
Title: President

BFG ROSS

Intellectual Property Rights

Patents: None

Trademarks

PATCO

Registered with the United States Office of Trademarks and Patents under registration # 1,959,734; registered on March 5, 1996

PATCO is also registered in Peru, Mexico, Chile, Canada, and Argentina (registration pending in Brazil)

REDACTED

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