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06-13-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

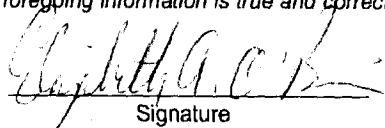
<p>1. Name of conveying party(ies): <u>Flameaway Plastics Incorporated</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of California  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Grinnell Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Three Tyco Park</u></p> <p>City: <u>Exeter</u> State: <u>NH</u> Zip: <u>03833</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____ - 5  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State of <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u></p> <p>Execution Date: <u>May 23, 1997</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s)  <u>Flameaway - 1899862</u>  <u>Flameaway &amp; Des - 1954596</u>  <u>Flameaway &amp; Des - 1964675</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Elizabeth A. O'Brien</u></p> <p>Internal Address: <u>Tyco Healthcare Group LP</u></p> <p>Street Address: <u>15 Hampshire Street</u></p> <p>City: <u>Mansfield</u> State: <u>MA</u> Zip: <u>02048</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41).....\$<u>90.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>19-0254</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Elizabeth A. O'Brien            06/05/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 4

06/12/2001 TDIAZ1 00000129 190254 1899862 documents to be recorded with required cover sheet information to:  
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 23rd day of May, 1997, by and between Grinnell Corporation, a Delaware corporation ("Purchaser"), and Flameaway Plastics Incorporated, a California corporation ("Seller").

W I T N E S S E T H; That

WHEREAS, Seller is engaged in the supply of chlorinated, polyvinyl chloride (CPVC), pipe and fittings for the fire protection market (the "Business");

WHEREAS, Seller wishes to sell and transfer to Purchaser all of the assets, properties and business of the Business, pursuant to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Purchaser wishes to acquire the assets, properties and business of the Business, and to assume only certain liabilities of Seller relating to the Business, pursuant to and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto hereby agree as follows:

### ARTICLE 1. SALE AND PURCHASE OF ASSETS

#### 1. Sale and Purchase of Assets.

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller will sell to Purchaser, and Purchaser will purchase, acquire and accept from Seller, all of the assets, properties, rights and business of the Business of every type and description, real, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the books and records of Seller, (collectively, the "Purchased Assets") consisting of:

(a) all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), service marks, trade names, brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shoprights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned by or licensed to Seller relating to the Business and all of the goodwill associated with the foregoing (collectively, the "Intellectual Property Rights"), certain of which are set forth in Schedule I.1(a) attached hereto and made a part hereof;

(b) all inventories of Seller relating to the Business, including, without limitation, finished goods, work-in process, raw materials, supplies and other materials (collectively, the "Inventory") (the Inventory as of May 15, 1997 is specified in Schedule I.1(b) attached hereto and made a part hereof, it being understood that sales of this Inventory will occur after May 15, 1997 in the ordinary course of business);

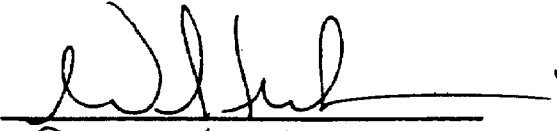
(c) all business records, books, models, tracings, blueprints, price sheets, catalogues, films slides, art work, tool drawings, computer software (object code, and, to the extent transferable, source code), data and the like in the possession of or used by Seller relating to the Business, including, without limitation, customer files, correspondence with customers and account histories, sales literature and promotional or other material pertaining to products designed, manufactured or sold by or for the Business, material relating to the purchase of materials, supplies and services, research and commercial data, records relating to the employees of the Business, consultants and contractors, credit information, catalogs, brochures and training and other manuals (collectively, the "Books and Records");

(d) all of Seller's rights and interests under all contracts and commitments entered into, accepted, made or submitted by the Business for the sale of goods;

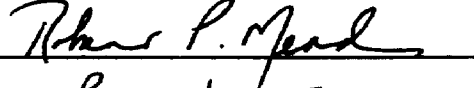
(e) all of Seller's accounts receivable or other obligations receivable or due to Seller related to the Business (collectively, the "Accounts Receivable") (the Accounts Receivable as of May 15, 1997 are specified in Schedule I.1(e) attached hereto and made a part hereof, it being understood that such Accounts Receivable will increase or decrease after May 15, 1997 as a result of payments and/or sales made in the ordinary course of business);

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Agreement as of the day and year first above written.

FLAMEAWAY PLASTICS INCORPORATED

By:   
Title: President

GRINNELL CORPORATION

By:   
Title: President