

09-11-2001



FORM COVER SHEET  
TRADEMARKS ONLY

ATTY. DOCKET NO. 830/62, 830/63, 830/64, 830/65

To the \_\_\_\_\_ 101838532

Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies)  
Novachem Corporation **5601**

- Individual  Association
- General Partnership  Limited Partnership
- Corporation - North Carolina
- Other limited liability company

2. Name and address of receiving party(ies)

Name: Boehme Filatex, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 209 Watlington Industrial Drive  
 City/State/Zip: Reidsville, NC 27320-8147

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State North Carolina
- 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 attached?  Yes  No

Effective Date February 20, 2001

4. Application Number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**SEE ATTACHED**

Additional numbers attached?  Yes  No

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

Name: J. Scott Evans, Esq.  
ADAMS, SCHWARTZ & EVANS, P.A.  
2180 Two First Union Center  
301 S. Tryon St.  
Charlotte, NC 28282

6. Total Number of applications and registrations involved: ..... 4

7. Total Fee (37 C.F.R. 3.41) ..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit for deficiencies only

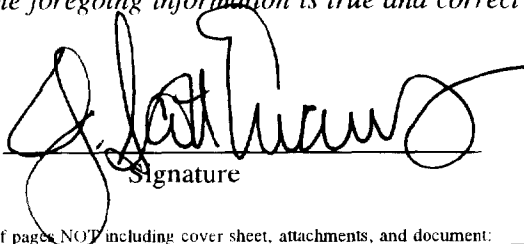
8. Deposit Account No. 01-0265

09/10/2001 DBYRME 00000263 2323649

01 FC:481 Statement and signature. 40.00 DF  
 02 FC:482 75.00 DF

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.

J. Scott Evans, Esq.  
 Name of Person Signing



Signature

August 30, 2001  
 Date

Total number of pages NOT including cover sheet, attachments, and document: 6

**TRADEMARK**  
**REEL: 002364 FRAME: 0347**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>DESCRIPTION</b>
2,323,649	NOVAWET	Word Mark
2,346,754	NOVATE	Word Mark
2,401,352	NOVAFLEX	Word Mark
2,052,406	NOVACHEM	Word Mark

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of this 20<sup>th</sup> day of February, 2001, by and among Boehme Filatex, Inc., a North Carolina corporation ("Purchaser"), Novachem Corporation, a North Carolina corporation ("Seller"), and Peter Kopack, a resident of North Carolina ("Kopack").

### RECITALS

1. Seller is a manufacturer of textile chemical intermediates, plasticizers and rubber chemicals using assets located primarily in High Point, North Carolina (the "Business").
2. Purchaser desires to acquire from Seller, and Seller desires to sell to Purchaser, certain of the property and assets used or held for use in the ownership or operation of the Business, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Purchaser, Seller and Kopack hereby agree as follows:

### ARTICLE I DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the terms defined in this Article shall have the following respective meanings in this Agreement, the Seller Disclosure Statement, and the following definitions are equally applicable to both the singular and plural forms of the terms defined:

"Accountants" shall mean a firm of independent certified public accountants agreed to by Purchaser and Seller, and if they cannot agree then a firm of certified public accountants selected by drawing a name of a firm from a list of at least five (5) recognized Triad, North Carolina area (e.g., Greensboro, Winston-Salem and High Point) accounting firms agreed to by counsel to Purchaser and Seller, none of which are the accountants for Purchaser or Seller.

"Accounts Payable" shall mean only the obligations incurred by Seller in the ordinary course arising from the operation of the Business (excluding any Affiliated Accounts Payable and excluding any amounts due to Seller's advisers or legal counsel or accountants), which are listed in Section 1.1 of the Seller Disclosure Statement.

"Accounts Receivable" shall mean all accounts receivable of the Seller including, without limitation, all amounts due to Seller with respect to services rendered and products provided by Seller for which Seller has rendered or is entitled to render an invoice prior to the Closing Date.

"Adjustment" shall mean either (i) an amount by which the Purchase Price shall be increased in the event Net Working Capital as of the Closing Date exceeds \$108,000 (which is the Net Working Capital as calculated based on the December Balance Sheet) or (ii) an amount by which the Purchase Price shall be decreased in the event Net Working Capital as of the Closing Date is less than \$108,000 (which is the Net Working Capital as calculated based on the December Balance Sheet).

"Administrative Violation" shall mean any adverse developments with respect to the Business, or the institution or threat of any action against Seller in any court or before any governmental agency, any administrative finding, citation, notice or court order relating to the Business, violation of any of

contemplated hereby or thereby. This Agreement has been, and each of the other Transaction Documents has been or will be duly and validly executed and delivered by Seller and Kopack and constitutes, and each of the other agreements to be executed by Seller or Kopack pursuant to the terms hereof will constitute upon execution and delivery, a legal, valid and binding obligation of Seller and Kopack enforceable in accordance with its terms.

(b) Except as set forth in Section 5.2(b) of the Seller Disclosure Statement, the execution, delivery and performance of this Agreement, each of the other Transaction Documents and each other document related hereto or thereto by Seller and Kopack and the consummation by Seller and Kopack of all of the transactions contemplated hereby or thereby will not (with or without the giving of notice or the lapse of time or both) (i) violate or require any consent or approval under any applicable provision of any judgment, order, writ, injunction, decree, rule, regulation or law, (ii) require any consent under, conflict with, result in termination of, accelerate the performance required by, result in a breach of, constitute a default under or otherwise violate the terms of any contracts, agreements, instruments or other obligations to which Seller or Kopack is a party or by which the Business or any of the Purchased Assets may be bound or affected, (iii) require any consent, authorization, exemption or approval by, notice to, filing, or registration with any governmental authority or any other Person, (iv) conflict with or violate any provision of Seller's articles of incorporation or bylaws, or (v) result in the creation of a Lien upon any of the Purchased Assets howsoever arising.

5.3 Title to the Purchased Assets. Seller has good and marketable title to all of the Purchased Assets, free and clear of all Liens except those Liens disclosed in Section 5.3 of the Seller Disclosure Statement. Immediately following the Closing, (a) Purchaser shall have title to the Purchased Assets free and clear of all Liens created by Seller or its Affiliates and (b) Purchaser shall have sufficient title in and to the Purchased Assets to operate and conduct the Business in the same fashion as Seller was conducting the Business in the ordinary course prior to the Closing Date.

5.4 No Owned Real Property; Owned Premises. Seller uses no owned real property in the operation of the Business. Seller's use and occupancy of the Owned Premises is in material compliance with all regulations, codes, ordinances, and statutes of all applicable governmental authorities, including, without limitation, all environmental protection and sanitary laws and regulations, occupational safety and health regulations, and electrical codes.


5.5 Fixed Assets. The Fixed Assets set forth in Section 1.4 of the Seller Disclosure Statement constitute all of the personal property that is used, useful, reserved for use or necessary to own or operate the Business as it is now owned and operated. To the best of Seller's and Kopack's knowledge, all of the Fixed Assets set forth in Section 1.4 of the Seller Disclosure Statement are in good operating condition (normal wear and tear excepted), in a state of good maintenance and repair, and are adequate and suitable for the purposes which are presently used.

5.6 Intangible Property. The Intangible Property currently used to promote or identify the Business, or otherwise used in connection with the operation of the Business, is listed or described in Section 1.5 of the Seller Disclosure Statement and, to the best of Seller's and Kopack's knowledge, is in good standing and uncontested. Neither Seller nor Kopack has knowledge of any infringement or unlawful or unauthorized use of the Intangible Property, including, without limitation, the use of any slogan, logo, copyright, patent, trademark, trade name or service mark by any other business that may be confusingly similar to the Intangible Property. The operation of the Business does not infringe any copyright, patent, trademark, trade name, service mark, or similar right of any third party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

**PURCHASER:**

Boehme Filatex, Inc.


By: 

Name: \_\_\_\_\_

Title: CEO

**SELLER:**

Novachem Corporation

By: 

Name: PETER KOPACK

Title: PRESIDENT

**KOPACK:**



Peter Kopack

**Schedule 1.5**

**Intangible Property**

**Registered Trademarks:**

Novachem® (Company Name)

Novate® (Rubber Chemicals)

Novawet® (Wetting Agents)

Novaflex® (Plasticizers)

**Trade Names:**

BIP Phthalimides

Novadye

Novacarrier

**Customer List – See Attached**