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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.

1. Name of conveying party(ies): Berwind Corporation through its Bepex Corporation Subsidiary. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Pennsylvania, and Other.

2. Name and address of receiving party(ies): Name: Hosokawa Micron Acquisition Co. Internal Address: Street Address: 780 Third Avenue. City: New York State: N.Y. Zip: 10017. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other Stock Purchase Agreement. Execution Date: October 23, 1991.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 894,991. Includes checkboxes for additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth Atkins, Esq. Internal Address: Nims, Howes, Collison, Hansen & Atkins, LLP. Street Address: 605 Third Avenue, Ste. 3500. City: New York State: N.Y. Zip: 10158.

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41): \$ 40.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number: 14-1115.

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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 Atkins Signature Date: Nov. 5, 2001

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Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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STOCK PURCHASE AGREEMENT

Dated October 23, 1991

BY AND AMONG

BERWIND CORPORATION,  
BERWIND INDUSTRIES HOLDINGS, INC.,  
BERWIND INDUSTRIES, INC.,

AND

HOSOKAWA MICRON INTERNATIONAL INC.,  
HOSOKAWA MICRON LTD.,  
HOSOKAWA MICRON EUROPE B.V.,  
HOSOKAWA MICRON INTERNATIONAL UNTERNEHMENS HOLDING GmbH  
HOSOKAWA MICRON ACQUISITION CO.

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## STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (the "Agreement") dated October 23, 1991, by and among BERWIND CORPORATION, a Pennsylvania corporation ("BC"), BERWIND INDUSTRIES HOLDINGS, INC., a Delaware corporation ("Seller"), BERWIND INDUSTRIES, INC., a Delaware corporation ("BII"), and HOSOKAWA MICRON INTERNATIONAL INC., a Delaware corporation ("HMII"), HOSOKAWA MICRON LTD., a corporation organized under the laws of England ("HML UK"), HOSOKAWA MICRON EUROPE B.V., a corporation organized under the laws of the Netherlands ("HME BV"), HOSOKAWA MICRON INTERNATIONAL UNTERNEHMENS HOLDING GmbH, a corporation organized under the laws of Germany ("HMI GmbH") and HOSOKAWA MICRON ACQUISITION CO., a Delaware corporation ("HMAC").

### Background

Seller currently holds all of the outstanding capital stock of BEPEX CORPORATION, a Delaware corporation ("Bepex") and indirectly owns all of the outstanding capital stock of the Bepex Subsidiaries (as defined below); all of the outstanding capital stock of Seller is held by BII; and all of the outstanding capital stock of BII is held by BC. The Bepex Companies (as defined below) are in the business of manufacturing equipment and systems for agglomeration, drying, size reduction, mixing and blending primarily for the food processing, chemicals and pharmaceutical industries (the "Business").

Bepex currently holds all of the outstanding capital stock of (i) Bepex Beheer B.V., a corporation organized under the laws of the Netherlands ("Bepex Netherlands"), (ii) Rietz Ltd., a corporation organized under the laws of England ("Rietz") and (iii) Bepex GmbH, a corporation organized under the laws of Germany ("Bepex Germany"); Bepex Netherlands currently holds all of the outstanding capital stock of Schugi B.V., a corporation organized under the laws of the Netherlands ("Schugi"); and Schugi currently holds all of the outstanding capital stock of Schugi Ltd., a corporation organized under the laws of England ("Schugi Ltd").

Bepex Netherlands, Rietz, Bepex Germany, Schugi and Schugi Ltd are sometimes referred to herein collectively as the "Bepex Subsidiaries" or individually as a "Bepex Subsidiary," and the Bepex Subsidiaries and Bepex are sometimes referred to herein collectively as the "Bepex Companies" and individually as a "Bepex Company".

HMII currently holds, directly or indirectly, all of the outstanding capital stock of HML UK, HME BV, HMI GmbH and HMAc.

HML UK, HME BV, HMI GmbH and HMAc are sometimes referred to herein collectively as the "HMII Subsidiaries" or individually as a "HMII Subsidiary," and the HMII Subsidiaries and HMII are sometimes referred to herein collectively as the "HMII Companies" and individually as an "HMII Company."

Any references in this Agreement relating to or including any or all of the Bepex Companies shall not include ter Braak N.V., a wholly-owned subsidiary of Bepex Germany as of the date hereof ("ter Braak"), or Bepex de Mexico S.A., a direct or indirect subsidiary of Bepex as of the date hereof ("Bepex Mexico"), unless otherwise indicated.

Upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell and transfer to HML UK, HME BV, HMI GmbH and HMAc, and HML UK, HME BV, HMI GmbH and HMAc desire to purchase from Seller all of the outstanding capital stock of Bepex. In connection therewith, HMII and BC entered into a Confidentiality Agreement dated April 20, 1990, (the "Confidentiality Agreement"), and HMII and BC, Seller, BII and Bepex entered into an Option Agreement dated September 17, 1991, pursuant to which HMII delivered \$250,000 to Seller (the "Option Payment").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

## ARTICLE I

### THE TRANSACTION

1.1 Sale and Purchase of Stock. At the Closing referred to in Section 1.4, Seller shall sell and transfer to the HMII Companies, and the HMII Companies shall purchase from Seller, all of the outstanding shares of capital stock of Bepex (the "Purchased Stock").

1.2 Purchase Price.

1.3 Payment of Purchase Price.

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1.4 Closing. The Closing under this Agreement (the "Closing") will commence at 10:00 AM., local time, on the later of January 31, 1992 (the "Fixed Closing Date") or the third business day after the parties have determined that all conditions to Closing contemplated by Article VI hereof have been or can be satisfied, at the offices of Dechert Price & Rhoads, 477 Madison Avenue, New York, New York 10022 or at such other time, date or place as the parties shall mutually agree. The date on which Closing occurs is sometimes referred to herein as the "Closing Date." The Closing will be deemed to be effective as of the closing of business on the Closing Date, such time sometimes referred to herein as the "Effective Time."

1.5 Deliveries and Proceedings at Closing. At the Closing:

(a) Delivery by BC, Seller and BII to HML UK. BC, Seller and BII will deliver or cause to be delivered to HML UK share certificates representing 19.74 shares of the Purchased Stock.

(b) Delivery by BC, Seller and BII to HME BV. BC, Seller and BII will deliver or cause to be delivered to HME BV share certificates representing 32.90 shares of the Purchased Stock.

(c) Delivery by BC, Seller and BII to HMI GmbH. BC, Seller and BII will deliver or cause to be delivered to HMI GmbH share certificates representing 131.58 shares of the Purchased Stock.

(d) Delivery by BC, Seller and BII to HMAC. BC, Seller and BII will deliver or cause to be delivered to HMAC share certificates representing 815.78 shares of Purchased Stock.

(e) Delivery by HML UK. HML UK will deliver to Seller

(f) Delivery by HME BV. HME BV will deliver to Seller

(g) Delivery by HMI GmbH. HMI GmbH will deliver to Seller

(h) Delivery by HMAC. HMAC will deliver to Seller (which represents less the Deposit and the Option Payment).

(i) Other Deliveries. All deliveries of share certificates shall be accompanied by duly executed stock powers transferring such shares to the recipient, with all required stock transfer tax stamps attached and with any other documents that are necessary to transfer to the recipient good title to such shares. The Closing certificates, opinions and other documents to be delivered pursuant to this Agreement will be exchanged.

#### 1.6 Delivery of Closing Balance Sheet.

(a) Delivery of Closing Balance Sheet. As soon as practicable, but in any event within sixty (60) days after the Closing Date, BC, Seller and BII shall prepare and deliver to HMII a balance sheet of the Bepex Companies on a consolidated basis as of the close of business on the Closing Date (the "Closing Balance Sheet"); provided, that in preparing the Closing Balance Sheet (i) intercompany accounts and United States federal income taxes and state income taxes for those states identified on Schedule 1.6(a)(i) shall not be reflected on the Closing Balance Sheet, (ii) no effect shall be given to any of the consequences which would result from the filing of the Section 338(h)(10) elections (or, in the case of certain states, the Section 338(g) elections unless the obligation to pay the tax shall remain with Bepex after the Effective Time as more fully set forth in Article VII hereof) referred to in Section 7.1 hereof, (iii) accounts receivable reflected on the Closing Balance Sheet shall not be reduced by the amount of the Delayed Collectibles, (iv) a tax benefit shall be reflected (based on the income tax rate in the applicable jurisdiction as detailed in Schedule 1.6(a)(iv)) for any Bepex Company's foreign, state, or local income tax loss during the period from January 1, 1992 through the Effective Time except where such period constitutes a separate taxable year from which, in the applicable jurisdiction, a loss carry forward or carry back is not allowed and (v) the other adjustments set forth on Schedule 1.6(a)(v) shall be made. The Closing Balance Sheet shall be prepared in accordance with generally accepted accounting principles in the United States ("GAAP") in effect on the Closing Date (except as indicated on Schedule 2.6, to the

extent not material) consistently applied and in conformity with the requirements of this Section 1.6(a). The Closing Balance Sheet shall be accompanied by a certificate of the duly elected chief financial officer of BC, stating, on behalf of BC, that the Closing Balance Sheet has been prepared in accordance with the requirements of this Section 1.6(a). The cost of preparing the foregoing shall be borne by BC, Seller and BII.

(b) Procedure. On the Closing Date, the Bepex Companies shall begin to conduct a physical count of all items of inventory of the Bepex Companies consistent with the Bepex Companies' normal methods and past practices for doing so to determine the value of inventory on hand as of the Closing Date (the "Physical Inventory"). HMII shall be permitted to participate in the physical count of the inventory. HMII agrees to cooperate, and agrees to cause the Bepex Companies and their employees to cooperate, in the preparation of the Closing Balance Sheet by BC, Seller and BII.

(c) Disputes. Following the delivery of the Closing Balance Sheet, BC, Seller and BII shall allow HMII and its representatives full and complete access at all reasonable times to all work papers, books and records and all additional information used in preparing the Closing Balance Sheet and shall make their respective officers, employees and independent accountants available to discuss with HMII and its representatives such papers, books and records and information. HMII shall, within ninety (90) days following the receipt of the Closing Balance Sheet, notify BC, Seller and BII of its acceptance of the Closing Balance Sheet or its claim that the Closing Balance Sheet has not been prepared in accordance with the requirements of Section 1.6(a). If such notification is not given within such ninety-day period or if there is no such claim, then the Closing Balance Sheet shall be deemed to be accepted by HMII. If there is a disagreement and, within ten (10) days following the receipt of such notification, BC, Seller, BII and HMII cannot resolve the dispute, the dispute shall be promptly referred to Ernst & Young, solely for the purpose of determining whether the Closing Balance Sheet has been prepared in accordance with the requirements of this Agreement and, if not, the necessary adjustments thereto, which determination shall be the binding resolution of the dispute. Any expenses relating to the engagement of Ernst & Young shall be paid 50% by BC, Seller and BII and 50% by HMII.

(d) Closing Balance Sheet Payments. BC, Seller and BII hereby agree to pay to HMII the amount, if any, by which the net assets less liabilities reflected on the Closing



Balance Sheet is less than \$12,500,000, plus interest on such difference at the rate of 8% per annum from the Closing Date. Within ten (10) business days following the acceptance of the Closing Balance Sheet by HMII or final resolution of any Closing Balance Sheet disputes pursuant to clause (c) above, BC, Seller or BII shall make such payment to HMII. Any payment required to be made under this Section 1.3(d) shall be made by wire transfer of immediately available funds to an account to be designated by HMII.

(e) Rights Not Affected. Nothing contained in this Section 1.6, and no action on the part of HMII pursuant to the provisions of this Section 1.6, shall in any way prejudice, or constitute a waiver of, any of the rights of HMII with respect to the representations and warranties of BC, Seller or BII contained in Article II hereof, except that HMII shall have no right to indemnification pursuant to this Agreement for any breach of warranty by BC, Seller or BII to the extent that the amount of any Losses (as defined in Article VIII hereof) resulting from such breach is reflected on the Closing Balance Sheet.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF BC, SELLER AND BII

BC, Seller and BII hereby jointly and severally represent and warrant to the HMII Companies as follows:

2.1 Organization and Good Standing. Each of the Bepex Companies is a corporation duly incorporated, validly existing and in good standing under the laws of each Bepex Company's jurisdiction of incorporation (except for any of the Bepex Companies organized under the laws of a jurisdiction in which the concept of good standing is inapplicable as to which no representation or warranty is made). Each Bepex Company has all requisite corporate power and authority to own or lease its properties and assets as now owned or leased and to carry on its business as and where now being conducted. Copies of each Bepex Company's Articles or Certificate of Incorporation and By-laws, or other governing instruments, as amended to date shall be delivered to HMII prior to Closing and shall be correct and complete and in full force and effect on the date of such delivery. Each of BC, Seller and BII is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

in accordance with Section 4.10 hereof. There is no known default with respect to any provision contained in any such policy, nor has there been any known failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by the policy. Except as set forth on Schedule 2.23, there are no outstanding unpaid premiums which are past due (including any grace period) under such policies. Schedule 2.23 shall not include any items which could reasonably be expected to be materially economically burdensome to the Bepex Companies taken as a whole or to Bepex or Bepex Germany individually.

2.24 Intellectual Property Rights.

(a) The following terms shall have the meanings stated below:

"Intellectual Property" means all patents and copyrights, all trademarks, service marks, and trade names and related goodwill, and all knowhow and trade secrets, worldwide, owned, used or held for use by any Bepex Company.

"IP Registrations" means any and all patent grants, and registrations of copyrights, trademarks, service marks, and trade names, worldwide.

"IP Applications" means all currently pending applications for IP Registrations, worldwide.

"IP Certificates" means any and all letters patent, registration certificates and similar documents evidencing any IP Registration.

(b) Schedule 2.24(b) to be delivered in accordance with Section 4.10 hereof shall contain a complete and correct list of all IP Registrations and IP Applications to be owned by any of the Bepex Companies together with a list of all material unregistered trademarks, service marks and trade names owned by any of the Bepex Companies (collectively, "Scheduled Intellectual Property").

(c) Except as set forth in Schedule 2.24(c) to be delivered in accordance with Section 4.10 hereof, all of the IP Registrations are in full force and effect. To the knowledge of BC, Seller and BII, all statements and representations made in, or to any governmental agency in connection with, any such IP Registration or IP Application were true as of the time made and contained all legally required disclosures.

(d) Schedule 2.24(d) to be delivered in accordance with Section 4.10 hereof lists all license and other agreements ("Licenses-In") from or with third parties under or pursuant to which any Bepex Company uses or exercises any rights with respect to any Intellectual Property other than as the sole and exclusive owner thereof. Except as set forth in Schedule 2.24(d) hereto, to the knowledge of BC, Seller and BII, no License-In is in default, there exists no condition with respect to any License-In which constitutes or which, but for the passage of time or the giving of notice or both, would constitute, an event of default thereunder, and no License-In will be invalidated, breached, limited, rendered or terminable by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(e) To the knowledge of BC, Seller or BII the Intellectual Property to be owned by any Bepex Company at Closing together with the Licenses-In include all patent, copyright, trademark, service mark, trade name and trade secret rights necessary to conduct the Business as conducted at Closing.

(f) Except as set forth in Schedule 2.24(f) hereto to be delivered in accordance with Section 4.10 hereof, each Bepex Company has good and marketable title to all of the Scheduled Intellectual Property, without payment of royalties, free and clear of all Security Interests. Except as set forth in Schedule 2.24(f) hereto, each Bepex Company is the record owner of its IP Registrations listed in Schedule 2.24(b), and to the extent such Bepex Company is not owner of record, (i) BC, Seller and BII shall be responsible for payment or reimbursement of all filing fees and fees of foreign corresponding patent and trademark attorneys for effecting such filings as are required to constitute each Bepex Company as the record owner thereof, and (ii) BC, Seller and BII shall render any such further assistance and execute and deliver such assignments and other documents and instruments as HMII may reasonably request in order to transfer record title of such IP Registrations.

(g) Except as set forth in Schedule 2.24(g) hereto to be delivered in accordance with Section 4.10 hereof, to the knowledge of BC, Seller and BII no current licenses have been granted by any Bepex Company to any third party and no Bepex Company has any obligation to grant any licenses to any third parties with respect to any Intellectual Property owned or used by any Bepex Company.

(h) Except as set forth in Schedule 2.24(h) hereto to be delivered in accordance with Section 4.10 hereof, there is no interference, opposition, cancellation,

re-examination or other contest proceeding, administrative or judicial, pending or to the knowledge of BC, Seller and BII, threatened with respect to any of the Scheduled Intellectual Property.

(i) Except as set forth in Schedule 2.24(i) hereto to be delivered in accordance with Section 4.10 hereof, no claim by any Bepex Company is currently ongoing for any violation of infringement by any other person of any Bepex Company's rights with respect to any Intellectual Property.

(j) Except as set forth in Schedule 2.24(j) hereto to be delivered in accordance with Section 4.10 hereof, neither BC, Seller nor BII has received notice of any ongoing allegation, assertion, claim or suit, against any Bepex Company, challenging or seeking compensation for, the right of any Bepex Company to use any Intellectual Property or any rights of any Bepex Company to make, use or sell any of the products or processes owned, used, held for use or sold by any Bepex Company, or claiming that any such making, use or sale infringes or has infringed any patent, copyright, trademark, service mark, trade name, trade secret of any third party.

(k) There are no licenses, or service, maintenance or other agreements or obligations of any nature whatsoever regarding the Intellectual Property between or among any Bepex Company on the one hand and any one or more of BC, Seller or BII or Affiliates of BC, Seller or BII, on the other hand, requiring the payment of money or other consideration or restriction on the exercise of any right with respect to any Intellectual Property owned or used by any Bepex Company.

(l) Schedule 2.24 shall not include any items which could reasonably be expected to be materially economically burdensome to the Bepex Companies taken as a whole.

## 2.25 Pension and Welfare Plans.

### (a) Domestic Plans.

Schedule 2.25(a) to be delivered in accordance with Section 4.10 hereof shall contain a complete and correct list of all "employee benefit plans" as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (excluding any "multiemployer plans" as defined in section 3(37) of ERISA), and all other pension, retirement,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BERWIND CORPORATION

By: Denis P. Conlon  
Name: Denis P. Conlon  
Title: Vice President

BERWIND INDUSTRIES HOLDINGS, INC.

By: Bruce J. McKenney  
Name: Bruce J. McKenney  
Title: Assistant Treasurer

BERWIND INDUSTRIES, INC.

By: Bruce J. McKenney  
Name: Bruce J. McKenney  
Title: Assistant Treasurer

HOSOKAWA MICRON INTERNATIONAL INC.

By: \_\_\_\_\_  
Name:  
Title:

HOSOKAWA MICRON LTD.

By: \_\_\_\_\_  
Name:  
Title:

HOSOKAWA MICRON EUROPE B.V.

By: \_\_\_\_\_  
Name:  
Title:

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BERWIND CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

BERWIND INDUSTRIES HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

BERWIND INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

HOSOKAWA MICRON INTERNATIONAL INC.

By: Isao Sato  
Name: ISAO SATO  
Title: PRESIDENT

HOSOKAWA MICRON LTD.

By: Isao Sato  
Name: ISAO SATO  
Title: DIRECTOR

HOSOKAWA MICRON EUROPE B.V.

By: Simon H. Baker  
Name: Simon H. BAKER by  
Title: Power of ATTORNEY ATTACHED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BERWIND CORPORATION

By: Denis P. Conlon  
Name: Denis P. Conlon  
Title: Vice President

BERWIND INDUSTRIES HOLDINGS, INC.

By: Bruce J. McKenney  
Name: Bruce J. McKenney  
Title: Assistant Treasurer

BERWIND INDUSTRIES, INC.

By: Bruce J. McKenney  
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HOSOKAWA MICRON INTERNATIONAL INC.

By: \_\_\_\_\_  
Name:  
Title:

HOSOKAWA MICRON LTD.

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Name:  
Title:

HOSOKAWA MICRON EUROPE B.V.

By: \_\_\_\_\_  
Name:  
Title:

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BERWIND CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

BERWIND INDUSTRIES HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

BERWIND INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

HOSOKAWA MICRON INTERNATIONAL INC.

By: Isao Sato  
Name: ISAO SATO  
Title: PRESIDENT

HOSOKAWA MICRON LTD.

By: Isao Sato  
Name: ISAO SATO  
Title: DIRECTOR

HOSOKAWA MICRON EUROPE B.V.

By: Simon H. Baker  
Name: Simon H. BAKER by  
Title: Power of ATTORNEY ATTACHED



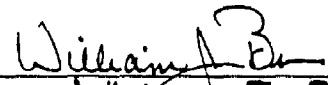
HOSOKAWA MICRON INTERNATIONAL  
UNTERNEHMENS HOLDING GMBH

By:

  
Name: RICHARD E. LOVE  
Title: DIRECTOR

HOSOKAWA MICRON ACQUISITION CO.

By:

  
Name: WILLIAM J. BRENNAN  
Title: DIRECTOR & Vice President

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HOSOKAWA MICRON INTERNATIONAL  
UNTERNEHMENS HOLDING GMBH

By:

Richard E. Love  
Name: RICHARD E. LOVE  
Title: DIRECTOR

HOSOKAWA MICRON ACQUISITION CO.

By:

William J. Brennan  
Name: WILLIAM J. BRENNAN  
Title: DIRECTOR & Vice President