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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Adhesives Holding

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Delaware

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

2. Name and address of receiving party(ies)

Name: Tyco Adhesives LP Internal Address: Street Address: 1400 Providence Highway City: Norwood State: MA Zip: 02062

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State 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(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Relevant portions of Contribution Agreement

Execution Date: October 1, 1999

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

A. Trademark Application No.(s) See Schedule A attached

B. Trademark Registration No.(s) See Schedule B attached

Additional number(s) attached Yes No

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

Name: Anne E. Fitzpatrick Internal Address: Tyco Healthcare Group LP

Street Address: 15 Hampshire Street City: Mansfield State: MA Zip: 02048

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 19-0254

(Attach duplicate copy of this page if paying by deposit account)

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.

Anne E. Fitzpatrick Reg. No. 37,132

Name of Person Signing

Signature: Anne E Fitzpatrick Date: 11/7/01

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/15/2002 6TOM11 00000056 190254 75779083

01 FC:481 40.00 CH 02 FC:482 325.00 CH

TRADEMARK REEL: 002423 FRAME: 0177

SCHEDULE A – U.S. APPLICATIONS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
NITELIFE	75/779083	8/19/99
TRUMOUNT	75/643377	2/16/99

SCHEDULE B – U.S. REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
FOILASTIC	1483433	4/05/88
ICE-O-LATE	1526921	2/28/89
NITE-LIFE	1252949	10/04/83
OMEGA	1422705	12/30/86
POLYKEN	435666	1/06/48
POLYKEN	645260	5/14/57
POLYKEN	980849	3/26/74
POLYKEN	1260006	12/06/83
POLYKEN YGIII	1180165	12/01/81
POLYPREP	1510960	11/01/88
SYNERGY	1736555	12/01/92
TOUGH STUFF	1393242	5/13/86

ADHESIVES HOLDING CONTRIBUTION AGREEMENT

by and among

ADHESIVES HOLDING

and

TYCO ADHESIVES LP

Dated as of October 1, 1999

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ADHESIVES HOLDING CONTRIBUTION AGREEMENT

THIS ADHESIVES HOLDING CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Adhesives Holding, a Delaware general partnership ("Adhesives"), and Tyco Adhesives LP, a Delaware limited partnership (the "Partnership") as of this 1st day of October, 1999 (the "Contribution Date").

RECITALS

1. Adhesives conducts a business which involves the manufacture and sale of adhesive tapes and related products within the United States (the "Business").

2. Adhesives has acquired such Business from Tyco International (US) Inc., ("Parent") and Tyco Adhesives, Inc. ("Tyco") pursuant to the terms of the Contribution Agreement by and among Tyco and Parent dated as of the date hereof (the "Tyco Contribution Agreement").

3. Adhesives wishes to contribute the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership in exchange for a five percent (5%) limited partner interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership dated as of October 1, 1999 (the "Partnership Agreement").

4. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, Adhesives has directed Tyco and Parent to transfer their interests in the Assets of their respective Businesses directly to the Partnership.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

ARTICLE 1

CONTRIBUTION OF ASSETS BY ADHESIVES TO THE PARTNERSHIP

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, and subject to the consent of any party on which the transfer of such item of property is conditioned, Adhesives hereby assigns, transfers, and delivers to the Partnership, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 1.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business by Adhesives as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Adhesives in, to, and under:

(i) All parcels of land owned by Adhesives (collectively, the "Fee Property") and all buildings, fixtures and improvements erected on the Fee Property (collectively,

"Improvements") (the Fee Property and Improvements hereinafter collectively referred to as the "Subject Property");

(ii) All machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel, and spare parts for such machinery and equipment) of Adhesives (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of Adhesives (collectively, the "Inventory");

(iv) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

(v) All the leases of certain property of Adhesives, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of Adhesives's rights, claims, credits, causes of action or right of setoff against third parties relating to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties but excluding all amounts representing reimbursements for items paid by Adhesives (collectively, "Claims");

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Partnership with respect to the Assets pursuant to Section 1.4 of this Agreement (collectively, "Rights");

(viii) All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal or foreign) or private parties relating to the construction, use, operation or enjoyment of the Assets (collectively, "Permits");

(ix) All accounts receivable arising out of sales of inventory or otherwise in the ordinary and usual course of the operation of the Business prior to the close of business on the Contribution Date (collectively, "Receivables");

(x) All transferable bonds or deposits made by Adhesives or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation or enjoyment of the Assets;

(xi) All prepaid rentals and other prepaid expenses arising from payments made by Adhesives in the ordinary and usual course of the operation of the Business related to the Assets prior to the close of business on the Contribution Date for goods or services;

(xii) Originals or copies of all books, records, files and papers, whether in hard copy or computer format, used in the Business, including without limitation, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, lists of present and former suppliers and personnel and employment records and, with respect to information relating to "Tax" (as defined in Section 5.4 of this Agreement), any information that is necessary for the preparation of any Tax returns to be filed after the Contribution Date or the determination of the Tax basis of the Assets (collectively, "Files and Records"); and

(xiii) All lists of present, and, to the extent available, future customers and goodwill associated with the Assets.

(b) For purposes of this Agreement, "Permitted Encumbrances" shall mean (i) the "Assumed Liabilities," as defined in Section 1.4 of this Agreement; (ii) Encumbrances reflected on the Contribution Date Balance Sheet as defined in Section 3.5 of this Agreement; (iii) liens for current "Taxes" (as defined in Section 5.4 of this Agreement) not yet due or payable without penalty; (iv) Encumbrances which, individually or in the aggregate, do not or would not have a material adverse effect on the business or financial condition of the Business taken as a whole or materially interfere with the present use of any Assets subject thereto; and (v) easements, rights-of-way, building or use restrictions, exceptions, variances, reservations, or similar Encumbrances of record affecting, but not materially interfering with the present use of, any Subject Property.

1.2 Excluded Assets.

(a) The Partnership expressly understands and agrees that there shall be excluded from the Assets the following assets and properties of Adhesives which are used in connection with the Business:

(i) Those certain parcels of land described in Schedule 1.2 hereto (the "Excluded Fee Property") and the buildings, fixtures, and improvements erected on the Excluded Fee Property (collectively, "Excluded Improvements") (the Excluded Fee Property and Excluded Improvements hereinafter sometimes collectively referred to as the "Excluded Facilities"), and any other assets described in Schedule 1.2;

(ii) All of Adhesive's claims against third parties relating to the "Excluded Assets," and the related unliquidated rights under manufacturers' and vendors' warranties, including all amounts representing reimbursements for items paid by it;

(iii) All of Adhesive's right, title, and interest in and to all Permits relating to the construction, use, operation, or enjoyment of the Excluded Assets;

(iv) All of Adhesive's right, title, and interest in and to all transferable bonds or deposits made by it or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation, or enjoyment of the Excluded Assets;

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

ADHESIVES HOLDING

By: Tyco Adhesives, Inc.

Its: General Partner

By: Jeffrey D. Mattfolk

Name: Jeffrey Mattfolk

Title: Vice President of tyco Adhesive, Inc.

TYCO ADHESIVES LP

By: Tyco Adhesives GP Holding, Inc.

Its: General Partner

By: _____

Name: Irving Gutin

Title: Vice President of Tyco Adhesives GP Holding, Inc.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

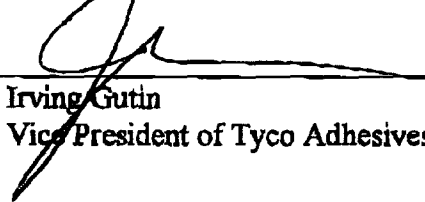
ADHESIVES HOLDING

By: Tyco Adhesives, Inc.
Its: General Partner

By: _____
Name: Jeffrey Mattfolk
Title: Vice President of tyco Adhesive, Inc.

TYCO ADHESIVES LP

By: Tyco Adhesives GP Holding, Inc.
Its: General Partner

By: 
Name: Irving Gutin
Title: Vice President of Tyco Adhesives GP Holding, Inc.