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U.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):

Tyco International (US) Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Massachusetts
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Contribution Agreement
Execution Date: October 1, 1999

2. Name and address of receiving party(ies)

Name: Adhesives Holding

Internal

Address: _____

Street Address: 1400 Providence Highway

City: Norwood State: MA Zip: 02062

- ☐ Individual(s) citizenship _____
☐ Association _____
☒ General Partnership Delaware
☐ Limited Partnership _____
☐ 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

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: 10

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

01/15/2002 6TON11 0000055 190254 75779083

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

TRADEMARK
REEL: 002424 FRAME: 0184

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

TYCO ADHESIVES CONTRIBUTION AGREEMENT

between

TYCO INTERNATIONAL (US) INC.

and

TYCO ADHESIVES, INC.

and

ADHESIVES HOLDING

Dated as of October 1, 1999

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TYCO ADHESIVES CONTRIBUTION AGREEMENT

THIS TYCO ADHESIVES CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Tyco International (US), Inc., a Massachusetts corporation ("Contributor"), Tyco Adhesives, Inc., a Nevada corporation ("TA"), and Adhesives Holding, a Delaware general partnership (the "Partnership") as of this 1st day of October, 1999 (the "Contribution Date").

RECITALS

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

2. Contributor 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 general partnership interest in the Partnership as described in the General Partnership Agreement of the Partnership dated as of October 1, 1999 (the "Partnership Agreement").

3. Contributor wishes to contribute twenty-five thousand dollars (\$25,000) to the capital of Tyco Adhesives, Inc., its wholly-owned subsidiary.

4. TA wishes to contribute twenty-five thousand dollars (\$25,000) to the Partnership in exchange for a general partnership interest in the Partnership as described in the Partnership Agreement.

5. Immediately upon the contribution of the Business to the Partnership, the Partnership desires to contribute its interest in the Business to Tyco Adhesives LP (the "Tyco Partnership") for a limited Partnership interest in the Tyco Partnership pursuant to the Adhesives Holding Contribution Agreement between the Partnership and the Tyco Partnership dated as of the date hereof.

6. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, the Partnership and TA have directed Contributor to transfer its interests in the Assets of the Business and its \$25,000 capital contribution to TA directly to the Tyco 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 CONTRIBUTOR 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 part on which the transfer of such item of property is conditioned, Contributor 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 Contributor as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Contributor in, to, and under:

(i) All parcels of land owned by Contributor (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 Contributor (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of Contributor (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, 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 Contributor, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of Contributor'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 Contributor (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 Contributor 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 Contributor 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(e) 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 Contributor 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;

be applied for and granted in connection therewith. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party.

6.12 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.13 Entire Agreement. This Agreement, including the schedules, exhibits, and other documents and instruments referred to herein, together with the Partnership Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

6.14 Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.15 Schedules. All Schedules attached hereto are hereby incorporated in and made a part as if set forth in full herein.

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

TYCO INTERNATIONAL (US), INC.

By: 

Name: Michael Robinson

Title: Treasurer

TYCO ADHESIVES, INC.

By: 

Name: Scott Stevenson

Title: Vice President

ADHESIVES HOLDING

By: Tyco International (US) Inc.

Its: General Partner

By: 

Name: Michael Robinson

Title: Treasurer