

02-19-2002

T Docket No. D



101985029

Tab settings

To the Honorable Commissioner of Pat.

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GO/DAN INDUSTRIES

2-4-02

- Individual(s)
- Association
- General Partnership of NEW YORK  Limited Partnership
- Corporation-State

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other CONTRIBUTION AGREEMENT

Execution Date: APRIL 1, 1999

2. Name and address of receiving party(ies):

Name: 270th SHELF CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 100 GANDO DRIVE

City: NEW HAVEN State: CT ZIP: 06513

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DELAWARE
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,904,109

Additional numbers  Yes  No

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

Name: KEITH W. MEDANSKY

Internal Address: PIPER MARBURY RUDNICK & WOLFE

Street Address: 203 NORTH LASALLE STREET

SUITE 1800

City: CHICAGO State: IL ZIP: 60601

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Any Deficiency Authorized to be charged to deposit account

8. Deposit account number: 18-2284



02-04-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #73

02/15/2002 ANMED1 00000138 1904109  
01 FC:481 40.00 DP

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.

KEITH W. MEDANSKY

Name of Person Signing

*Keith W. Medansky*  
Signature

1-30-02

Date

6

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002444 FRAME: 0750

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (hereinafter "Agreement"), is made as of April 1, 1999, by and between Go/Dan Industries, a New York general partnership ("Go/Dan") with offices at 100 Gando Drive, New Haven, Connecticut 06513, and 270<sup>th</sup> Shelf Corporation, a Delaware corporation ("Newco") with offices at 100 Gando Drive, New Haven, Connecticut 06513.

### WITNESSETH:

**WHEREAS**, Go/Dan is engaged in the development, manufacture, marketing, distribution and sale of aftermarket heat transfer products (the "Business"); and

**WHEREAS**, Go/Dan wishes to contribute to Newco all of Go/Dan's assets, except for any capital stock of Go/Dan de Mexico S.A. de C.V. owned or held by Go/Dan, and any common stock, par value \$100 per share of Newco (the "Common Stock") owned or held by Go/Dan (the "Assets") in consideration for the assumption of all of Go/Dan's liabilities (the "Liabilities") by Newco and for five (5) shares of the Common Stock, as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be bound by the terms and conditions set forth herein, agree as follows:

#### Section 1. ISSUANCE OF STOCK

In consideration for the contribution of the Assets to Newco by Go/Dan, Newco hereby issues to Go/Dan five (5) shares of Common Stock of Newco.

#### Section 2. CONTRIBUTION OF ASSETS

2.1 Contribution of Assets by Go/Dan. Upon the terms and subject to the conditions of this Agreement on the date hereof, Go/Dan shall make a contribution to the capital of Newco by assigning, transferring, delivering and conveying to Newco, and Newco shall acquire from Go/Dan, (a) all of the rights, properties and assets relating to the Business and (b) all of the Assets, subject to any applicable filed and recorded liens in favor of lenders of Go/Dan. As used in this Agreement, the terms "used in the Business" or "relating to the Business" or words of similar import shall mean any and all assets, properties and rights owned on the date hereof by Go/Dan for use in, or arising out of, or existing in connection with or pertaining to, the Business. The Assets shall include, without limitation, the following:

2.1.1 Owned Real Property. All of Go/Dan's rights and interests in and to any and all real property, including all buildings, structures, fixtures and improvements located thereon and all easements, privileges and appurtenant rights thereto (the "Owned Real Property").

2.1.2 Leased Real Property. All of Go/Dan's rights and interests in and to all leases pertaining to all leased real property, and in and to the real property leased by Go/Dan pursuant to such leases, including all buildings, structures, fixtures and improvements located thereon and all easements, privileges and appurtenant rights thereto (the "Leased Real Property" and, together with the Owned Real Property, the "Real Property").

2.1.3 Owned Tangible Personal Property.

(a) All machinery, operating equipment and supplies, office equipment and supplies, furniture, office and telephone equipment, computer hardware and software and other tangible personal property (and not otherwise within the categories described in Section 2.1.3(b) hereof) owned by Go/Dan and relating to the Business (the "Personal Property"), together with all spare, maintenance and replacement parts and accessories to any of the foregoing.

(b) The cars, trucks or other motor vehicles owned by Go/Dan relating to the Business, wherever such motor vehicles may be located (the "Motor Vehicles").

2.1.4 Inventory. (a) All of the finished goods, work-in-progress and raw material inventory owned by Go/Dan and relating to the Business and either (i) located at Go/Dan's offices or (ii) on consignment by Go/Dan to any third parties and (b) all right and interest in and to finished goods, work-in-progress and raw material inventory on consignment to Go/Dan from any third party and relating to the Business (the "Inventory").

2.1.5 Customer Contracts. All contracts, agreements or arrangements relating to the governmental, commercial and industrial customer accounts of Go/Dan relating to the Business and such other contracts with customers relating to the Business (the "Customer Contracts").

2.1.6 Accounts Receivable. All accounts receivable of Go/Dan relating to the Business, whether or not actually invoiced as of the Closing Date (the "Accounts Receivable").

2.1.7 Intellectual Property. All of Go/Dan's rights and interests in patents, patent applications, know-how, processes, formulations, trademarks, non-exclusive license and sublicense rights in trademarks, copyrights, trade secrets, technology, confidential or proprietary information, innovations, ideas, improvements, inventions, distributor and customer lists and other intellectual property rights (the "Intellectual Property") relating to the Business.

2.1.8 Leased Tangible Personal Property. All rights and interests of Go/Dan in and to (a) the leases relating to tangible personal property leased by Go/Dan from third parties relating to the Business and (b) the tangible personal property leased pursuant thereto, including, without limitation, any motor vehicles leased by Go/Dan in connection with the Business (the "Leased Personal Property").

2.1.9 Licenses, Permits and Approvals. All licenses, permits, emission reduction approvals, classifications, variances, waivers, consents and qualifications ("Permits") to the extent transferable, issued or granted to Go/Dan by any federal, state or local government or any subdivision, authority, department, commission, board, bureau, agency, court or instrumentality thereof that relate to any of the Real Property or any other assets used in the Business.

2.1.10 Records and Lists. All books, files, documents, sales literature, customer records, operating records, purchasing records and specifications, engineering data, product, material and tooling specifications, equipment lists, service and parts records, warranty records and inventory records, computer programs, instructions, advertising and promotional materials, dealer and distribution lists and other records (the "Records") of Go/Dan relating to the Business.

2.1.11 Prepaid Items. All prepaid expenses and deposits with financial institutions, of every kind and description, wherever located ("Prepaid Items"), of Go/Dan relating to the Business.

2.1.12 Cash Reserves. All cash balances (the "Cash Reserves").

2.1.13 Claims. All claims of every kind and description relating to the Business that Go/Dan may have against any other person, except for any claim for refunds relating to income taxes accrued prior to the date hereof.

2.1.14 Other. All other properties, assets, rights and interests of every kind and description, wherever located, of Go/Dan relating to the Business, including, without limitation, any construction in progress with respect to assets described in Section 2.1 hereof which are intended for use in the Business.

### Section 3. ASSUMPTION OF LIABILITIES

On the terms and subject to the conditions of this Agreement, Newco shall assume from Go/Dan as of the date hereof, and thereafter shall pay, perform and discharge, whether accrued or not as of the date hereof, (a) all of the partnership liabilities, and (b) any and all liabilities of Go/Dan of any nature arising out of or relating to the Assets or the Business (including, without limitation, any liabilities (i) relating to warranty or trade payables, or (ii) resulting from any pending or threatened litigation, proceeding or investigation involving any asserted or unasserted, known or unknown, absolute or contingent, or direct or indirect liability, indebtedness or obligation relating to the Assets or the Business), or to acts or events occurring or conditions existing with respect to the Assets or the Business whether before, on, or after the date hereof, including, without limitation, any and all liabilities and obligations, known or unknown, absolute or contingent, direct or indirect, or asserted or unasserted relating to the Real Property, the Personal Property, the Motor Vehicles, the Inventory, the Customer Contracts, the Accounts Receivable, the Intellectual Property, the Leased Personal Property, the Permits, the Records, the Prepaid Items and the Cash Reserves described in Section 2.1 hereof (the "Assumed Liabilities").

Section 4. MISCELLANEOUS

4.1. Governing Law. All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

4.2 Entire Agreement; Amendment. The parties hereto acknowledge this Agreement is the complete and exclusive statement of their agreement relating to the subject matter hereof and supersedes all understandings, representations, conditions, warranties, covenants, and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable as written, a court of competent jurisdiction shall, at any party's request, reform the terms of this Agreement to the extent necessary to cause such otherwise invalid provisions to be enforceable under applicable law.

4.4 Section Headings. The captions to the Sections in this Agreement are for reference only and shall not affect the meaning or interpretation hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

270<sup>TH</sup> SHELF CORPORATION

GODAN INDUSTRIES

By: ALLEN HEAT TRANSFER  
PRODUCTS INC., its general partner

By: Timothy E. Coyne  
Name: TIMOTHY E. COYNE  
Title: V.P.

By: Timothy E. Coyne  
Name: TIMOTHY E. COYNE  
Title: V.P.

388b071.DOC\10701\200\151427.07