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R. 102041764 TRADEMARKS

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): ARMACELL ENTERPRISE GMBH (previously called "ORION" ZWEIUNDVIERZIGSTE BETEILIGUNGSGESELLSCHAFT MBH)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DEUTSCHE BANK AG LONDON
Internal Address: WINCHESTER HOUSE
Street Address: 1 GREAT WINCHESTER STREET
City: LONDON State: UK Zip: EC2N 2DB
Other GERMAN PRIVATE COMPANY WITH LIMITED LIABILITY
GERMAN PUBLIC COMPANY

3. Nature of conveyance: 3-27-02
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 30 MAY 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
901086, 982799, 1225049, 1917950, 78037797

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: HANS SCHUMANN
Internal Address: ASHURST MORRIS CRISP
Street Address: 5 APPOLD STREET
City: LONDON State: UK Zip: EC2A 2HA

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
HANS SCHUMANN Signature Date 26/03/02

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

04/02/2002 TDI A Z 1 00000145 901086

01 FC:481 40.00 OP
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TRADEMARK REEL: 002473 FRAME: 0686

EXECUTION COPY

**GLOBAL ASSIGNMENT AGREEMENT  
(GLOBALABTRETUNG)**

between

**"ORION" ZWEIUNDVIERZIGSTE BETEILIGUNGSGESELLSCHAFT MBH**

as Assignor

and

**DEUTSCHE BANK AG LONDON**

as Security Agent

**SHEARMAN & STERLING  
London**



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**THIS GLOBAL ASSIGNMENT AGREEMENT** (this "Agreement") is made on May 30, 2000  
**BETWEEN**

- (1) **"ORION" ZWEIUNDVIERZIGSTE BETEILIGUNGSGESELLSCHAFT MBH**, a company organised under the laws of the Federal Republic of Germany, registered in the Commercial Register of the local court of Frankfurt am Main under HRB 49001, having its business address at Oberlindau 76-78, 60323 Frankfurt am Main, Federal Republic of Germany (the "Assignor"); and
- (2) **DEUTSCHE BANK AG LONDON**, having its business address at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England, in its capacity as Security Agent under the Senior Facilities Agreement (as defined below) (the "Security Agent") acting for and on behalf of the Beneficiaries (as defined below).

**WHEREAS**

- (A) The Assignor, the Banks and others have entered into a senior facilities agreement dated 27 April 2000 (the "Senior Facilities Agreement") under which the Banks have, *inter alia*, agreed to grant certain facilities to the Assignor and certain other companies defined therein as Borrowers.
- (B) It is a condition precedent under the Senior Facilities Agreement that the Assignor enters into this Agreement. The Security granted pursuant to the terms hereof is also subject to the terms and conditions of the intercreditor deed dated on or about the date hereof between, *inter alia*, the Parties hereto (the "Intercreditor Deed").

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

**1.1 In this Agreement:**

"Beneficiaries" means the Arranger, the Facility Agent, the Security Agent, the Syndication and Documentation Agent, each Bank, each Ancillary Bank, each Issuing Bank, each Hedging Bank and any affiliate of a Bank nominated in accordance with Clause 3.3 of the Senior Facilities Agreement from time to time and "Beneficiary" means any of them from time to time;

"Collateral" means:

- (i) any and all present and future, actual and contingent account receivables (*Forderungen*) of the Assignor originating from selling goods and/or providing services (*Warenlieferungen und Leistungen*) as set out (purely for purposes of evidence) in Schedule 1 hereof and any dividends and other distribution received or receivable in respect of its shareholding in Armacell United States Holdings, Inc. and shall include any Related Security created in respect of the relevant account receivables (together the "Receivables"); and
- (ii) any and all rights and claims to which the Assignor is now or may hereafter become entitled in respect of all present and future insurances of the Assignor as listed (purely for purposes of evidence) in Schedule 2 (each an "Insurance" and collectively the

"Insurances"); and

- (iii) any and all present and future, actual and contingent monies owing to the Assignor under any and all Inter-Company Loan Agreements as listed (purely for purposes of evidence) in Schedule 3 (collectively the "Inter-Company Loans"); and
- (iv) any and all present and future, actual and contingent, registered and non registered intellectual property rights of the Assignor such as, *inter alia*, trademarks (*Warenzeichenrechte*), patents (*Patente*) and rights of use (*Nutzungsrechte*) relating to copyrights (*Urheberrechte*) as listed (purely for purposes of evidence) in Schedule 4 (collectively the "IP Rights") and where the relevant IP Right has not yet been registered, IP Right shall mean all rights resulting from and related to the filing/application with the relevant authority of such rights;

"Related Security" means, with respect to any Receivable, all of the Assignor's interest in any goods and work in progress (including returned or repossessed goods) relating to the sale creating such Receivable, and all security, deposits, guarantees, insurances (including credit insurance covering account debtor default risk, *Delkredererisiko*), indemnities, letters of credit, bills of exchange, cheques, other negotiable instruments, warranties, retention of title and other agreements and arrangements not created or made by the Assignor supporting or securing payment of such Receivable and all proceeds at any time arising out of the resale, redemption or other disposal (net of collection costs), or dealing with, or judgments relating to, any of the foregoing, any debts represented thereby and all rights of action against any person in connection therewith; and

"Secured Obligations" means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Beneficiaries (and each of them, including any future beneficiary by way of transfer or assignment (*Einzel- und/oder Gesamtrechtsnachfolge* including *Vertragsübernahme*) of any right or obligation as provided under the relevant Senior Finance Document including, but without limitation to, the Guarantee provided for in Clause 18 of the Senior Facilities Agreement) under the Senior Finance Documents (as each may be amended, novated, supplemented or extended from time to time and including obligations arising in connection with advances made under the Senior Facilities Agreement during any extension period or by any Transferee thereunder) and shall, for the avoidance of doubt, also secure obligations incurred by the Obligors (or any of them) on/or after the opening of insolvency proceedings, shall apply to the Obligors (or any of them) irrespective of their corporate structure and, if applicable, any corporate restructuring or transformation of the relevant Obligor(s) and shall also apply to any contingent obligations of the Obligors (or any of them) towards the Beneficiaries (or any of them) on the grounds of any invalidity or unenforceability of any Senior Finance Document, in particular claims on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*).

- 1.2 Terms and expressions defined in the Senior Facilities Agreement or in the Intercreditor Deed, as the case may be, and not otherwise defined herein shall have the same respective meanings when used in this Agreement.

## 2. ASSIGNMENT

- 2.1 The Assignor hereby assigns the Collateral with all rights related thereto to the Security Agent. To the extent that the Related Security which has been granted in respect of certain Receivables does not automatically transfer to the Security Agent by operation of this Clause, the Security

Agent may request the Assignor to transfer any such Related Security to it.

2.2 The Security Agent who is acting as Security Agent for and on behalf of the Beneficiaries hereby accepts the assignment of the Collateral.

2.3 The existing Collateral shall pass over to the Security Agent on execution of this Agreement, and any future Collateral shall pass over to the Security Agent on the date such Collateral arises.

### 3. SECURED OBLIGATIONS

The Collateral shall serve as security for the prompt and complete satisfaction of the Secured Obligations.

### 4. LIST OF COLLATERAL

4.1 The Assignor shall provide the Security Agent every 30 days with a list of those Receivables which were still outstanding at the end of the previous 30-day period and shall provide the Security Agent with such lists at shorter intervals if so requested by the Security Agent if reasonably necessary to safeguard the legitimate interests of the Beneficiaries. The Assignor undertakes within fourteen days of the date hereof to provide the Security Agent with a full list of its Receivables currently outstanding, such list to be attached as Schedule 1.

4.2 The Assignor shall provide to the Security Agent every 30 days, or at shorter intervals if so requested by the Security Agent if reasonably necessary to safeguard the legitimate interests of the Beneficiaries, with lists of the IP Rights, the Inter-Company Loans and of those Insurances which have not expired at the end of the previous 30-day period or such shorter intervals as appropriate. The Assignor undertakes within fourteen days of the date hereof to provide the Security Agent with (i) a full list of its Insurances which have not expired as of such date, such list to replace the partial list attached at the date hereof to this Agreement as Schedule 2, (ii) a full list of its Inter-Company Loans outstanding as of such date, such list to replace the partial list attached at the date hereof to this Agreement as Schedule 3, and (iii) a full list of its IP Rights existing as of such date, such list to replace the partial list attached at the date hereof to this Agreement as Schedule 4.

4.3 The lists referred to in Clauses 4.1 and 4.2 are for notification purposes only and if for any reason whatsoever the relevant Collateral is not, or is incompletely contained in the lists presented then the assignment of the Collateral shall not be affected thereby.

4.4 Unless otherwise agreed, the lists under Clauses 4.1 and 4.2 (for Receivables and Inter-Company Loans) shall show the names and addresses of the third-party debtors (each a "Debtor" and together the "Debtors") as well as the outstanding amounts and the due dates for payment.

4.5 If the Assignor employs a third party for its bookkeeping and/or data processing then, upon the occurrence of an Event of Default, the Assignor hereby authorizes the Security Agent to obtain the lists directly from such third party at the Assignor's expense.

### 5. BLANK NOTIFICATION LETTERS

The Assignor shall immediately following execution of this Agreement deliver to the Security Agent notification letters in the form of Schedule 5 or Schedule 6, as the case may be, executed

in blank for the purpose of notifying Debtors, borrowers under Inter-Company Loans and Insurers of this Agreement. The Assignor hereby authorizes the Security Agent to copy blank notification certificates signed by the Assignor.

## 6. ASSIGNMENT OF RECEIVABLES AGAINST CONDITIONAL VENDORS

- 6.1 If Receivables are assigned pursuant hereto which are subject to extended retention of title arrangements (*verlängerter Eigentumsvorbehalt*), the assignment of such Receivables shall only become effective with the extinction of such retention of title arrangements. As long as any person is only partly entitled to the Receivables as a result of such person's retention of title arrangements the assignment of such Receivables to the Security Agent hereunder shall be limited to the part of the Receivables to which the Assignor is entitled. The other part of the Receivables will be transferred to the Security Agent at such time as that part is no longer affected by any such retention of title arrangements.
- 6.2 The Assignor hereby assigns to the Security Agent who accepts such assignment its right to reassignment of the Receivables assigned to a person by reason of retention of title arrangements as well as any contingent claims to the transfer of all proceeds paid out to such person, together with all rights pertaining thereto. The same applies to any possible inchoate right (*Anwartschaftsrecht*) with respect to the assignment of any Receivables which are subject to a dissolving condition (*auflösende Bedingung*).
- 6.3 Upon the occurrence of an Event of Default, the Security Agent shall be entitled to extinguish any retention of title arrangements by satisfying the holder thereof.

## 7. CURRENT ACCOUNT (*KONTOKORRENT*)

If and to the extent that there are any genuine or non-genuine current account relationships between the Assignor and any third party debtor or if such a relationship is entered into at any time after the date hereof, the Assignor hereby assigns to the Security Agent in addition to the foregoing, as security for the Secured Obligations, its rights to terminate any such current account relationship and the right to determine the present balance as well as any claims resulting from balances already drawn or to be drawn in the future.

## 8. FURTHER ASSURANCE

Insofar as additional declarations or actions are necessary for the transfer of title of any part of the Collateral the Assignor shall, at the Security Agent's request, make such declarations or undertake such actions.

## 9. SALE OF COLLATERAL

The sale of Collateral assigned through genuine factoring transactions shall require the Security Agent's prior consent in writing, such consent not to be unreasonably withheld.

## 10. COLLECTION OF RECEIVABLES, INTER-COMPANY LOANS AND INSURANCE PROCEEDS BY THE ASSIGNOR; EXERCISE OF IP RIGHTS BY THE ASSIGNOR

At all times prior to the occurrence of an Event of Default the Security Agent authorizes the Assignor to collect the Receivables, the Inter-Company Loans and any Insurance proceeds and to exercise the IP Rights in its own name and at its own cost (such authorization hereinafter

referred to as the "Authorization"). The Assignor shall in doing so act with the care of an orderly acting merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

If payments in respect of the Collateral are made by cheque or bill of exchange, the ownership in the documents shall pass to the Security Agent upon the Assignor acquiring such ownership, and the Assignor hereby assigns to the Security Agent in advance any of its rights arising therefrom as security for the Secured Obligations. Physical delivery of cheques and bills of exchange to the Security Agent shall be replaced by an undertaking of the Assignor to hold such cheques and bills of exchange in gratuitous custody (*unentgeltliche Vewahrung*) for the Security Agent or, if the Assignor does not obtain actual possession of such documents, the Assignor hereby assigns to the Security Agent in advance all of its claims for delivery thereof against third parties as security for the Secured Obligations. The Assignor shall endorse any such cheques and bills of exchange, and shall deliver them to the Security Agent as soon as practicable, and in any event upon request by the Security Agent.

## 11. EXERCISE OF IP RIGHTS BY THE SECURITY AGENT

- 11.1 Prior to the occurrence of an Event of Default the Security Agent shall only exercise the IP Rights to the extent necessary to protect the Beneficiaries' legitimate interests.
- 11.2 The Security Agent shall at any time be entitled to (i) notify the German patents office (*Deutsches Patentamt*) or German trademarks office (*Deutsches Markenamt*) or any other relevant authority in or outside of the Federal Republic of Germany, as the case may be, of the assignments made hereunder by furnishing a copy of this Agreement to the relevant office and (ii) request registration of the assignments of the IP Rights made hereunder.

## 12. RIGHT OF REALIZATION

- 12.1 At any time after the occurrence of an Event of Default, the Security Agent shall be entitled, in accordance with the procedures set out in the Senior Facilities Agreement and in the Intercreditor Deed, to revoke the Authorization and arrange for the collection of Receivables, the Inter-Company Loans and/or Insurances and to exercise the IP Rights for and on behalf of the Beneficiaries.
- 12.2 Subject to Clause 11.2 in respect of IP Rights, the Security Agent will notify the Assignor in writing at least five days prior to the disclosure of any assignment pursuant hereto. However, such notification is not necessary if an Event of Default has occurred.
- 12.3 To the extent that the Authorization is revoked, the Security Agent may request that all documents relating to the Receivables, the Inter-Company Loans, the Insurances and the IP Rights, as the case may be, be handed over to it and the Assignor hereby agrees to comply with any such request.
- 12.4 The Security Agent shall realize all or part of the Collateral to the extent necessary to satisfy any outstanding Secured Obligations by (i) collecting all or part of the Receivables, the Inter-Company Loans and the Insurance Proceeds, as the case may be, and (ii) in relation to the IP Rights, by any other means such as, without limitation, transferring or licensing any or all IP Rights to third parties.
- 12.5 The Security Agent may request the Assignor to collect the Receivables, the Inter-Company Loans or the Insurance Proceeds and/or exercise the IP Rights, as the case may be, for and on behalf of the Beneficiaries and the Assignor shall promptly comply with such request.



- 12.6 If the Security Agent collects any Receivables, Inter-Company Loans or any of the Insurance Proceeds or realizes any or all of the IP Rights, as the case may be, pursuant to Clause 12.4 hereof, it may take all measures and enter into all agreements with such Debtors, borrowers under Inter-Company Loans, Insurers, and third parties acquiring IP Rights, as the case may be, which it considers to be expedient. In particular, the Security Agent may grant discounts or indulgence to Debtors, borrowers under Inter-Company Loans, Insurers and third parties acquiring IP Rights, as the case may be, and/or enter into settlement agreements.
- 12.7 The Assignor shall notify the Security Agent if and when an Event of Default has occurred and shall upon receipt of a written request from the Security Agent no longer be entitled to make use of the IP Rights. If, following the occurrence of an Event of Default, the Assignor fails to so notify the Security Agent, it shall no longer be entitled to make use of the IP Rights unless expressly agreed by the Security Agent in writing.

### 13. RELEASE OF COLLATERAL

- 13.1 Upon complete and irrevocable satisfaction of all Secured Obligations, the Security Agent shall at the cost and expense of the Assignor reassign the Collateral to the Assignor, which shall accept such reassignment, and surrender the excess proceeds, if any, resulting from any realization thereof. The Security Agent will, however, transfer any Collateral to a third person if and to the extent so required by law.
- 13.2 At any time when the total realizable value (*realisierbarer Wert*) of the aggregate security granted by the Assignor and the other Obligors to secure the Secured Obligations (the "Security") which can be expected to be realized in the event of an enforcement of the Security exceeds 120% of the Secured Obligations (the "Limit") not only temporarily, the Security Agent shall on demand of the Assignor reassign or release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realizable value of the Security to the Limit.
- 13.3 In addition to those valuation procedures stated in any other document constituting security interests in respect of the Secured Obligations, the Assignor and the Security Agent agree that solely for the purpose of determining the realizable value of the Security the following valuation procedures shall apply: Purely for purposes of calculating the realizable value of Receivables, such Receivables which (i) are subject to a prohibition on assignment or require third party consent, (ii) are subject to set-off or to a defense because of non-performance or partial performance of the underlying contractual obligation or (iii) are governed by a law other than German law and have not been validly assigned to the Security Agent under such law shall not be taken into account. Receivables (other than the aforementioned) and Inter-Company Loans shall be valued at their nominal value minus 20% to account for the risk of non-recovery, provided, however, that the Assignor or the Security Agent may demand a reassessment of the realizable value of all or part of the Security if in their reasonable opinion there have been material changes (which are not temporary changes) with respect to the value of all or part of the Security which justify such reassessment. Where no realizable value of the Security is determined hereunder, the Assignor or the Security Agent may demand that an agreement on valuation of such Security for the purpose hereof is reached whereby the Assignor and the Security Agent shall base such valuation on the fair market value of such Security and shall take account in such assessment of any risk of a change in realizable value of such Security and of any loss on forced disposal of such Security by making reasonable deductions therefor.

#### 14. RIGHT OF INSPECTION

- 14.1 The Assignor undertakes to provide the Security Agent promptly at its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the security created hereby.
- 14.2 The Assignor authorizes the Security Agent during the term of this Agreement and upon reasonable notice to inspect its records during normal business hours, or to have them inspected by a duly authorized representative, for the purpose of inspecting and checking any of the Collateral.

#### 15. BOOKKEEPING AND DATA-PROCESSING

- 15.1 If proof or documents which are necessary to identify the Collateral have been handed over by the Assignor to a third party (in particular a bookkeeping firm or a tax consultant) the Assignor hereby assigns to the Security Agent, who accepts such assignment, its right to demand from such third party the return of the information and documents. Upon the occurrence of an Event of Default, the Assignor hereby undertakes to instruct the third party to provide the Security Agent upon its demand (acting reasonably) with such information and documents which are necessary to perfect and/or enforce the security created hereby.
- 15.2 If details concerning the Collateral or any part thereof have been stored in an electronic data-processing system, then upon the occurrence of an Event of Default, the Assignor shall allow the Security Agent access to the computer, including the peripheral equipment and all data concerning the Collateral or any part thereof. Moreover, software operators shall be made available insofar as so required, and any assistance required shall be provided to the Security Agent. If a third party handles the electronic processing of data, then upon the occurrence of an Event of Default the Assignor hereby assigns to the Security Agent, who accepts such assignment, all rights against such third party relating to these services, and instructs such third party to handle the processing of data for the Security Agent upon its demand (acting reasonably) as it did for the Assignor.
- 15.3 For the avoidance of doubt, nothing contained in or contemplated by this Agreement shall require the Assignor to act in violation of the German Data Protection Act (*Bundesdatenschutzgesetz*).

#### 16. UNDERTAKINGS, REPRESENTATIONS

- 16.1 The Assignor undertakes to inform the Security Agent promptly of any attachment (*Pfändung*) of which it becomes aware in respect of the Collateral or any part thereof or any other measures which may materially impair or jeopardize the Security Agent's and/or the Beneficiaries' rights relating thereto. In the event of an attachment, the Assignor undertakes to forward to the Security Agent without undue delay a copy of the attachment order (*Pfandungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary for a defense against the attachment. The Assignor shall inform the attaching creditor immediately about the Security Agent's security interests.
- 16.2 The Assignor undertakes not to dispose of the Collateral without the prior written consent of the Security Agent.
- 16.3 The Assignor undertakes to preserve any and all IP Rights at its own cost and to take all action

necessary to acquire and maintain the IP Rights resulting from registration with the German patents office (*Deutsches Patentamt*), the German trademarks office (*Deutsches Markenamt*) or any other relevant authority in or outside of the Federal Republic of Germany, as the case may be.

- 16.4 The Assignor undertakes to protect the IP Rights against infringement from third parties to the extent necessary to safeguard the legitimate interests of the Security Agent and the Beneficiaries.
- 16.5 The Assignor represents that save in relation to Receivables which are subject to extended retention of title arrangements, the Collateral is free from any rights of third parties and can be freely assigned.

## 17. ASSIGNEES AND TRANSFEREES

The parties hereto hereby agree that any person who is an assignee and Transferee of a Bank pursuant to the Senior Facilities Agreement shall, upon such assignment and transfer being effected, become a Beneficiary for the purposes of this Agreement.

## 18. NOTICES AND THEIR LANGUAGE

- 18.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission (to be affirmed in writing) or cable to the following addresses:

for the Assignor: "Orion" Zweiundvierzigste Beteiligungsgesellschaft mbH

Oberlindau 76-78  
60323 Frankfurt am Main  
Germany

Fax: +49 69 9720 5220

Attention: Geschäftsleitung

for the Security Agent:

Deutsche Bank AG London

in its capacity as Security Agent for and on behalf of the  
Beneficiaries

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
England

Fax: +44 20 7547 6419

Attention: Richard Peters

or to such address as the recipient may notify or may have notified in writing. Proof of posting or dispatch of any notice or communication to the Assignor shall be deemed (*widerlegbare*

*Vermutung*) to be proof of receipt in the case of a letter, on the second business day in the country of receipt after posting and in the case of a fax transmission or cable on the business day in the country of receipt immediately following the date of its dispatch.

- 18.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

## 19. PARTIAL INVALIDITY; WAIVER

- 19.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission (*Vertragslücke*) shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission (*Vertragslücke*) shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

- 19.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and nonexclusive of any rights or remedies provided by law.

## 20. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement. Any amendments, changes or variations to this Agreement may be made only with the agreement of the Assignor and the Security Agent in writing. For the avoidance of doubt, this applies also to this Clause 20.

## 21. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

## 22. PLACE OF JURISDICTION AND PERFORMANCE

- 22.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

- 22.2 The submission to the jurisdiction of the court referred to in Clause 22.1 shall not (and shall not

be construed so as to) limit the right of the Security Agent to take proceedings against the Assignor in any other court of competent jurisdiction, nor shall the taking of proceedings against the Assignor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

22.3 Place of performance is Frankfurt am Main.

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

**SCHEDULE 1**

**[Receivables]**

SCHEDULE 2

[Insurances]

**SCHEDULE 3**  
**[Inter-Company Loans]**



**SCHEDULE 4**

**{Intellectual Property Rights governed by German law}**

**[Intellectual Property Rights governed by US law]**

**[Intellectual Property Rights governed by a law other than German or US law]**

List of Trade marks belonging to an Insulation Business' detailing which will pass automatically as Compared to be included in Schedule of registered Company IP (Trade and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
1. International Reg	REGISTERED	677115	ARMAFLAX	INSULATION MATERIALS FOR THERMAL INSULATION AND/OR SOUND INSULATION, MAINLY CONSISTING OF VEGETABLE MATERIAL IN THE FORM OF BLOCKS, BARS, PLATES, FOILS, TAPES, CORDS, TUBES, HOSES, SLEEVES HAVING AN ELLIPTIC, ECCENTRIC, OVAL OR RECTANGULAR CONTOUR, HALF SHELLS, SEGMENTS, MATS, FELTS, SHIVERS, FIBER BUNDLES	ARMSTRONG INSULATION PROD GmbH
2. Croatia	REGISTERED	25180	ARMAFORM	INSULATION MATERIAL OF PLASTIC OR PLASTIC FOAM IN FORM OF BLOCKS, PLATES, SHELLS, PIPES OR ARCS WITH OR WITHOUT A COATING OF A PLASTIC FOIL OR METAL FOIL ON ONE OR MORE SIDES	ARM WLD IND GER
3. Denmark	REGISTERED	308790	ARMAFORM	INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS, IN THE SHAPE OF SHEETS, TUBULAR INSULATING SHELLS, SEGMENTS AND FORMED PARTS WITH OR WITHOUT SINGLE OR MULTIPLE LINING OF PLASTIC OR METAL FOIL; INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS AS IN-SITU INSULATING FOAM MATERIAL PRODUCED AT THE LOCATION OF USE BY MEANS OF FOAMING EQUIPMENT	ARM WLD IND GER

VALID IN GERMANY, AUSTRIA, SWITZERLAND

List of trade marks belonging to an Insulation Business<sup>1</sup> undertaken which will pass automatically as Company IP  
To be included in Schedule of registered Company IP in Sale and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
4. Finland	REGISTERED	112248	ARMAFOAM	INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS, IN THE SHAPE OF SHEETS, TUBULAR INSULATING SHELLS, SEGMENTS AND FORMED PARTS WITH OR WITHOUT SINGLE OR MULTIPLE LINING OF PLASTIC OR METAL FOIL; INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS AS IN-SITU INSULATING FOAM MATERIAL PRODUCED AT THE LOCATION OF USE BY MEANS OF FOAMING EQUIPMENT	ARM WLD IND GER
5. Germany	REGISTERED	1107168	ARMAFORM	FOAM INSULATION MATERIAL	ARM WLD IND GER
6. Iceland	REGISTERED	844/1989	ARMAFORM	INSULATION; 6: METAL FOILS FOR USE AS INSULATING MATERIALS; INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS, IN THE SHAPE OF SHEETS, TUBULAR INSULATING SHELLS, SEGMENTS AND FORMED PARTS WITH OR WITHOUT SINGLE OR MULTIPLE LINING OF PLASTIC OR METAL FOIL; INSULATING MATERIALS MADE OF DUROPLASTIC REACTION HARD FOAM WITH ANORGANIC FILLERS AS IN-SITU INSULATING FOAM MATERIAL PRODUCED AT THE LOCATION OF USE BY MEANS OF FOAMING EQUIPMENT	ARM WLD IND GER
7. International Reg <sup>2</sup>	REGISTERED	514563	ARMAFORM	FOAM INSULATION MATERIAL	ARM WLD IND GER

<sup>1</sup> (BEN, FRA, ITA, YUGO, LICHT, AUST, PORT, SWIT, SPA)

List of trade marks belonging to an Insulation Business' pertaining which will pass automatically as Company IP  
 To be included in Schedule of registered Company IP in Sale and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
8. Norway	REGISTERED	151886	ARMAFORM	INSULATION; THERMAL INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM ON THE BASIS OF RESOL, FILLED WITH ANORGANIC SUBSTANCES, IN THE SHAPE OF SHEETS, TUBULAR INSULATING SHELLS, SEGMENTS AND FORMED PARTS, THERMAL INSULATING MATERIAL MADE OF DUROPLASTIC REACTIVE HARD FOAM ON THE BASIS OF RESOL, FILLED WITH ANORGANIC SUBSTANCES AS IN-SITU INSULATING FOAM MATERIAL; THERMAL INSULATING MATERIAL MADE OF DUROPLASTIC REACTIVE HARD FOAM ON THE BASIS OF RESOL, FILLED WITH ANORGANIC SUBSTANCES IN THE SHAPE OF SHEETS, TUBULAR INSULATING SHELLS, SEGMENTS AND FORMED PARTS WITH SINGLE OR MULTIPLE LINING OF METAL FOIL; THERMAL INSULATING MATERIAL MADE OF DUROPLASTIC REACTION HARD FOAM ON THE BASIS OF RESOL, FILLED WITH ANORGANIC SUBSTANCES IN THE SHAPE OF SHEETS, SEGMENTS AND FORMED PARTS WITH SINGLE OR MULTIPLE LINING OF PLASTIC FOIL	ARM WLD IND GER
9. Portugal	PENDING	36055 (Serial No.)	ARMAFORM	INSULATION MATERIAL OF PLASTIC OR PLASTIC FOAM IN FORM OF BLOCKS, PLATES, SHELLS, PIPES OR ARCS WITH OR WITHOUT A COATING OF A PLASTIC FOIL OR METAL FOIL ON ONE OR MORE SIDES	ARM WLD IND GER

List of trade marks belonging to an Insulation Business' pertaining which will pass automatically as Comptrol 'P'  
To be included in Schedule of registered Company IP Invoic and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
10. Sweden	REGISTERED	224406	ARMAFORM	INSULATION	ARM WLD IND GER
11. International Reg <sup>3</sup>	REGISTERED	514173	OKABELL	CLASS 6: SHEATHS OF SHEET METAL FOR INSULATED TUBES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SEALS, METAL SUPPORTING PLATES, METAL SCREWS AND RIVETS. CLASS 17: SHEATHS OF PLASTIC FOR INSULATED TUBES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, SUPPORTING PLATES OF PLASTIC; INSULATING MATERIAL IN THE FORM OF PLATES, TUBES OR TUBE SEGMENTS. CLASS 20: CAP SEALS OF PLASTIC MATERIAL	ARM WLD IND GER
12. International Reg	REGISTERED	514174	OKAFOAM	CLASS 6: FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF METAL FOR INSULATED TUBES. CLASS 17: INSULATING MATERIAL IN THE FORM OF PLATES, TUBES OR TUBE SEGMENTS, WITH OR WITHOUT SURFACE COATINGS, WHICH COATINGS ARE MADE OF METAL OR PLASTIC. CLASS 20: FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC FOR INSULATED TUBES	ARM WLD IND GER

<sup>3</sup> AUSTRIA, BENELUX, SPAIN, FRANCE, ITALY, PORTUGAL, AND SWITZERLAND

List of trade marks belonging to an Insulation Business. Pertaining which will pass automatically as Company IP  
To be included in Schedule of registered Company IP in case and Purchase Agreement

	Country	Status	Reg. Number	Mark	Goods	Owner
13.	International Reg	REGISTERED	514176	OKAPAK	CLASS 6: SHEATHS OF SHEET METAL FOR INSULATED TUBES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SEALS, METAL SUPPORTING PLATES, METAL SCREWS AND RIVETS. CLASS 17: SHEATHS OF PLASTIC FOR INSULATED TUBES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, ADHESIVE TAPES, SUPPORTING PLATES OF PLASTIC; INSULATING MATERIAL IN THE FORM OF PLATES, TUBES OR TUBE SEGMENTS; PLASTIC FOILS FOR THE FABRICATION OF SHEATHS DESTINED FOR INSULATED PIPES; CLASS 20: CAP SEALS OF PLASTIC MATERIAL	ARM WLD IND GER
14.	Denmark	REGISTERED	9716/92	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
15.	Finland	REGISTERED	119812	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
16.	Georgia	Pending	000249/03	TUBOLIT	UNABLE TO LOCATE ON AWI SCHEDULES	ARM WLD IND SWISS

List of trade marks belonging to an Insulation Business, undertaking which will pass automatically as Compar P  
To be included in Schedule of registered Company IP In case and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
17. Greece	REGISTERED	99104	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
18. International Reg	REGISTERED	IR447349	TUBOLIT	INSULATION; INSULATION MATERIAL MADE OUT OF FOAMED PLASTIC FOR THERMAL INSULATION OF CONDUITS FOR HEATING AND COOLING SYSTEMS. PROFILES MADE FROM PLASTIC FORMS, ESPECIALLY ROUND PROFILES FOR THE INSULATION OF JOINTS	ARM WLD IND SWISS
19. Ireland	REGISTERED	137307	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
20. Japan	REGISTERED	4034613	TUBOLIT	INSULATING MATERIALS MADE OF PLASTIC FOAM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS	ARM WLD IND SWISS (Appears on both schedules; has this now been assigned from AWI to Swiss?)
21. Korea, South	REGISTERED	294256	TUBOLIT	INSULATION; INSULATING MATERIALS MADE OF PLASTIC FOAM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS	ARM WLD IND SWISS (Appears on both schedules; has this now been assigned from AWI to Swiss?)

List of Trade marks belonging to an Insulation Business Undertaking which will pass automatically as Compar P  
To be included in Schedule of registered Company IP in Latvia and Purchase Agreement

	Country	Status	Reg. Number	Mark	Goods	Owner
22.	Latvia	REGISTERED	M 15118	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
23.	Lithuania	REGISTERED	12058	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM INSULATION PROD GmbH
24.	Norway	REGISTERED	119812	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
25.	Russia	REGISTERED	135768	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
26.	Sweden	REGISTERED	238681	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS



List of trade marks belonging to an Insulation Business ... certaking which will pass automatically as Compr ...  
 To be Included in Schedule of registered Company IP in ... and Purchase Agreement

Country	Status	Reg. Number	Mark	Goods	Owner
27. Switzerland	REGISTERED	299445	TUBOLIT	INSULATION; INSULATING MATERIALS IN THE FORM OF PLASTIC FOAM MATERIAL FOR THERMAL INSULATION OF TUBES FOR HEATING AND COOLING INSTALLATION, PROFILES OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUND PROFILES FOR SEALING OF CONNECTING JOINTS	ARM WLD IND SWISS
28. Switzerland	REGISTERED	304585	TUBOLIT	INSULATION; INSULATION MATERIAL MADE OUT OF FOAMED PLASTIC FOR THERMAL INSULATION OF ALL KINDS, ESPECIALLY OF CONDUITS, POFILES, LATES, ROUND PROFILES AND FLEXIBLE FOILS MADE FROM PLASTIC FOAM COATED WITH FLEXIBLE MATERIAL OR UNCOATED FOR THERMAL SEALING OF ALL KINDS, ESPECIALLY OF JOINTS	ARM WLD IND SWISS
29. United Kingdom	REGISTERED	1152119	TUBOLIT	INSULATION; INSULATION MATERIAL MADE OUT OF FOAMED PLASTIC FOR THERMAL INSULATION OF CONDUITS FOR HEATING AND COOLING SYSTEMS. PROFILES MADE FROM PLASTIC FOAMS, ESPECIALLY ROUND PROFILES FOR THE INSULATION OF JOINTS	ARM WLD IND SWISS

\* pending renewal - 15.02.00

Live Patents and Applications held by AWI, Inc.  
To be Scheduled to Patent Assignment and  
Included in schedule of granted Insulation Business IP in Sale and Purchase Agreement

Country	Status	Patent/Application Number	Title
1. Canada	GRANTED	1189255/ 428803	LOW DENSITY FIBROUS SHEET MATERIAL
2. Canada	GRANTED	1206700/ 410973	LOW DENSITY CELLULAR POLYVINYL CHLORIDE
3. Canada	GRANTED	1200684/ 445662	HEAT STORAGE SYSTEM
4. Canada	PENDING	- / 2257745	THERMAL DUCT LINING INSULATION
5. Canada	PENDING	- / 2216594	THERMAL INSULATION AND ITS PREPARATION
6. Canada	PENDING	- / 2228884	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
7. European Patent Office	PENDING <sup>1</sup>	- / 96.944192.2	PIPE INSULATION
8. European Patent Office	PENDING <sup>2</sup>	- / 98.103646.0	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
9. Japan	PENDING	- / 5258698	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
10. Mexico	PENDING	- / 9810436	THERMAL DUCT LINING INSULATION
11. Norway	PENDING	- / 975162	THERMAL INSULATION AND ITS PREPARATION
12. Norway	PENDING <sup>3</sup>	- /	PIPE INSULATION

<sup>1</sup> Filed from PCT/US96/18281 (Designating Austria, Belgium, Switzerland, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Liechtenstein, Luxembourg, The Netherlands and Sweden)  
<sup>2</sup> Designating France, Italy, Germany  
<sup>3</sup> Filed from PCT/US96/18281

Live Patents and Applications held by A WI, Inc.  
To be Scheduled to Patent Assignment and  
Included in schedule of granted Insulation Business IP in Sale and Purchase Agreement

13.	Poland	PENDING <sup>1</sup>	974273	PIPE INSULATION
14.	Russian Federation	PENDING	P332525 -/ 98104413	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
15.	United Kingdom	PENDING	-/ 9804638.6	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
16.	United States of America	GRANTED	4454250/ 508184	LOW DENSITY CELLULAR POLYVINYL CHLORIDE
17.	United States of America	GRANTED	4748060/ 946768	FLEXIBLE PIPE COVERING SEAM SEALING
18.	United States of America	GRANTED	5312657/ 395618	PHOSPHATE CEMENT PIPE CLADDING
19.	United States of America	GRANTED	5707573/ 552473	METHOD OF PREPARING THERMOPLASTIC FOAMS USING A GASEOUS BLOWING AGENT
20.	United States of America	GRANTED	5187203/ 781418	NON-CORROSIVE ELASTOMERIC FOAM FOR INSULATING COPPER TUBES
21.	United States of America	GRANTED	5569513/ 288617	AEROGEL-IN-FOAM THERMAL INSULATION AND ITS PREPARATION
22.	United States of America	GRANTED	5457136/ 288616	THERMAL FOAM INSULATION
23.	United States of America	GRANTED	5525643/ 493153	THERMALLY INSULATIVE, MICROPOROUS XEROGELS AND AEROGELS
24.	United States of America	GRANTED	5705537/ 805325	PHENOLIC FOAMS HAVING A LOW FORMALDEHYDE EVOLUTION
25.	United States of America	GRANTED	5762829/ 811633	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS

<sup>1</sup> Filed from PCT/US96/18281

Live Patents and Applications held by AWI, Inc.  
To be Scheduled to Patent Assignment and  
Included in schedule of granted Insulation Business IP In Sale and Purchase Agreement

26.	United States of America	Allowed <sup>5</sup>	- / 51886	XEROGELS AND THEIR PREPARATION
27.	United States of America	AMENDED <sup>6</sup>	- / 642783	AEROGEL-IN-FOAM THERMAL INSULATION AND ITS PREPARATION
28.	United States of America	Issued	5971034/ 5387	THERMAL DUCT LINING INSULATION
29.	United States of America	Allowed <sup>7</sup>	- / 13976	WET SILICA GELS FOR AEROGEL AND XEROGEL THERMAL INSULATION AND PROCESSES FOR THE WET GELS
30.	United States of America	PENDING <sup>8</sup>	- / 236745	FLEXIBLE LOW DENSITY THERMOPLASTIC FOAMS AND METHODS FOR LOWERING THE DENSITY AND INCREASING THE FLEXIBILITY OF THERMOPLASTIC FOAMS
31.	United States of America	AMENDED <sup>9</sup>	- / 77635	PIPE INSULATION
32.	United States of America	Issued	4245055/ 103554	EXPANDABLE RUBBER/RESIN BLEND AND RESULTING FOAM

<sup>5</sup> Payment of Issue Fee being made.

<sup>6</sup> Resubmission of PTO-lost papers in Brief on Appeal filed in response to office action dated 03/12/99.

<sup>7</sup> Issue Fee paid March 22, 2000

<sup>8</sup> Filing divisional US application; filing in Canada and EPO (designating Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Italy, The Netherlands, Portugal, Spain, Sweden, Switzerland and the United Kingdom)

<sup>9</sup> Filed from PCT/US96/18281

List of Trade Marks owned by A.W.I. Inc. or another company belonging to the same party  
 [Schedule of Trade Marks Included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
1. Canada	REGISTERED <sup>1</sup>	444919	ACCOFLEX	RIGID AND FOAMED THERMAL INSULATING MATERIALS
2. China	REGISTERED	833437	ACCOFLEX	THERMAL INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING FLEXIBLE AND RIGID INSULATIONS OF FOAMED SYNTHETIC MATERIALS
3. China	REGISTERED	904106	ACCOFLEX (IN CHINESE)	THERMAL INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING FLEXIBLE AND RIGID INSULATIONS OF FOAMED SYNTHETIC MATERIALS
4. United States	REGISTERED <sup>2</sup>	1917950	ACCOFLEX	INSULATION JACKETS FOR INDUSTRIAL PIPES, TANKS AND CONDUITS INCLUDING FLEXIBLE AND RIGID INSULATION IN THE FORM OF FOAMED SYNTHETIC MATERIAL SHEETING
5. Austria	REGISTERED	121240	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
6. Belgium	REGISTERED	440991	ACCOLIT	THERMALLY INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
7. Denmark	REGISTERED	3027/91	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
8. Finland	REGISTERED	107225	ACCOLIT	INSULATING MATERIAL
9. France	REGISTERED	1452106	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
10. Germany	REGISTERED <sup>3</sup>	1166468	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
11. Ireland	REGISTERED	124414	ACCOLIT	THERMALLY INSULATING MATERIALS AND THERMALLY INSULATING ARTICLES
12. Italy	REGISTERED	523465	ACCOLIT	THERMALLY INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS

<sup>1</sup> OPPOSED BY ACCO WORLD CORP. OPPOSITION WITHDRAWN 3-23-95.

<sup>2</sup> FIRST USE 4-21-93. OPPOSED BY ACCO WORLD CORP. OPPOSITION WITHDRAWN 3-31-95. LET OF AGREEMENT AKA FLEX 1-25-96.

<sup>3</sup> RENEWAL PENDING

List of Trade Marks owned by A.W.I., Inc. or another company by which retained  
 [Schedule of Trade Marks Included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
13. Norway	REGISTERED	136761	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
14. Sweden	REGISTERED	223214	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
15. Switzerland	REGISTERED	360965	ACCOLIT	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
16. United Kingdom	REGISTERED	1325398	ACCOLIT	INSULATING THERMALLY INSULATING MATERIALS AND THERMALLY INSULATING ARTICLES, ALL INCLUDED IN CLASS 17.
17. Austria	REGISTERED	89759	ACCOTHERM	INSULATING MATERIALS INCLUDING INSULATIONS OF PLASTICS AND FOAMED PHENOLIC MATERIALS, ESPECIALLY FOR PIPES AND TANKS
18. Benelux	REGISTERED	351024	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
19. Denmark	REGISTERED	162079	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
20. Finland	REGISTERED	80454	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
21. France	REGISTERED	1457327	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
22. Germany	REGISTERED	1128634	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
23. Greece	REGISTERED	63848	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SUCH MADE OF PLASTICS AND FOAMED PHENOLIC MATERIALS
24. Italy	REGISTERED	358163	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
25. Norway	REGISTERED	106669	ACCOTHERM	INSULATING MATERIAL

List of Trade Marks owned by A.W.F. Inc. or another company belonging to the same party retained  
 (Schedule of Trade Marks Included in Business Intellectual Property)

Country	Status	Reg. Number	Mark	Goods
26. Sweden	REGISTERED	165675	ACCOTHERM	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS AND FOAMED PHENOLIC MATERIALS
27. Switzerland	REGISTERED	295892	ACCOTHERM	INSULATING MATERIAL
28. United Kingdom	REGISTERED	1091269	ACCOTHERM	INSULATING MATERIALS AND ARTICLES, ALL FOR INSULATING AGAINST HEAT OR AGAINST HEAT LOSS
29. United Kingdom	REGISTERED	1440319	ACCOTUBE	PIPE INSULATION MATERIAL INCLUDED IN CLASS 17
30. Canada	PENDING	853210 (Serial No.)	ARMA-CHEK LOGO	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
31. European Community	REGISTERED	696203	ARMA-CHEK LOGO	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
32. Kazakhstan	PENDING	11535 (Serial No.)	ARMA-CHEK LOGO	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
33. Norway	REGISTERED	190529	ARMA-CHEK LOGO	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM

List of Trade Marks owned by AWT, Inc. or another company by which it is represented.  
[Schedule of trade marks included in Business Intellectual Property]

	Country	Status	Reg. Number	Mark	Goods
34.	Azerbaijan	PENDING	98.3673 (Serial No.)	ARMACHEK	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
35.	Canada	PENDING	861538 (Serial No.)	ARMACHEK	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
36.	European Community	PENDING	533281 (Serial No.)	ARMACHEK	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
37.	Norway	REGISTERED	192878	ARMACHEK	INSULATION MATERIAL; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS; ELASTOMERIC MATERIAL FOR THERMAL AND ACOUSTIC INSULATION OF PIPEWORK AND VESSELS, WHICH MATERIALS ARE COVERED WITH BOTH A WATER BASED FIRE RETARDANT COATING AND A GLASS FIBRE SCRIM
38.	Australia	REGISTERED	A202470	ARMAFLEX	FOAMED PLASTIC PIPE INSULATION
39.	Australia	REGISTERED	A278806	ARMAFLEX	INSULATING MATERIALS INCLUDING MATERIALS IN TUBULAR, SHEET AND TAPE FORM FOR USE IN THE INSULATION OF SHIP HULLS, DUCTS, LARGE TANKS OF ALL SHAPES, IRREGULARLY SHAPED VESSELS AND PIPING
40.	Australia	REGISTERED	85515	ARMAFLEX	INSULATION MATERIALS, THERMAL INSULATION MATERIALS FOR PIPES, THERMAL INSULATIONS FOR PIPES OF SYNTHETIC RESINS; MANUFACTURE, REPAIR AND MAINTENANCE OF THERMAL INSULATIONS IN PIPES
41.	Benelux	REGISTERED	344311	ARMAFLEX	THERMAL INSULATIONS FOR PIPES INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS
42.	Brazil	REGISTERED	818420405	ARMAFLEX	THERMAL INSULATION FOR PIPES



List of Trade Marks owned by AWI, Inc. or another company to be retained  
 (Schedule of trade marks included in Business Intellectual Property)

Country	Status	Reg. Number	Mark	Goods
Bulgaria	REGISTERED	19355	ARMAFLEX	INSULATING MATERIAL
Canada	REGISTERED	204283	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIALS
Canada	REGISTERED	135851	ARMAFLEX	GENERALLY, INSULATION (SEE LIST)
China	REGISTERED	252975	ARMAFLEX	FOAMED RESIN MATERIALS; FOAMED RUBBER INSULATING MATERIALS
China	REGISTERED	252980	ARMAFLEX	FOAMED RUBBER INSULATING MATERIALS
China	REGISTERED	742932	ARMAFLEX (IN CHINESE)	FOAMED PLASTIC THERMAL INSULATING MATERIALS
Croatia	REGISTERED	25180	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIALS, INCLUDING LACQUERS & VARNISHES
Czech Republic	REGISTERED	168520	ARMAFLEX	INSULATING MATERIAL
Denmark	REGISTERED	281878	ARMAFLEX	THERMAL INSULATIONS FOR PIPES INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS
Finland	REGISTERED	75755	ARMAFLEX	INSULATING MATERIAL
France	REGISTERED	1602818	ARMAFLEX	INSULATING MATERIAL
Georgia	REGISTERED	127	ARMAFLEX	FOAMED RUBBER INSULATION MATERIALS
Germany	REGISTERED	891154	ARMAFLEX	INSULATIONS FOR PIPES INCLUDING INSULATIONS OF SYNTHETIC RESINS TO THE EXCLUSION OF ELECTROTECHNICAL INSULATING MATERIAL
Greece	REGISTERED	42504	ARMAFLEX	FOAMED PLASTIC PIPE INSULATION
Hong Kong	REGISTERED	485/1978	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIAL
Hong Kong	REGISTERED	6488/95	ARMAFLEX (IN CHINESE)	INSULATING MATERIAL
Hungary	REGISTERED	129873	ARMAFLEX	INSULATING MATERIAL
India	PENDING	628504 (Serial No.)	ARMAFLEX	THERMAL INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING FLEXIBLE AND RIGID INSULATIONS OF FOAMED SYNTHETIC MATERIALS
Iran	REGISTERED	46585	ARMAFLEX	INSULATION MATERIALS AND SUBSTANCES FOR INSULATION

\* RENEWAL PENDING

List of Trade Marks owned by A WI, Inc. or another company  
(Schedule of trade marks included in Business Intellectual Property)

Country	Status	Reg. Number	Mark	Goods
62. Ireland	REGISTERED	1051952	ARMAFLEX	PLASTICS, RUBBER & CELLULOSE; MATERIALS ALL IN THE FORM OF SHEETS (NON-TEXTILE), BLOCKS, RODS, TUBES, FOILS, STRIPS & SHAPED SECTIONS, ALL FOR USE IN MANUFACTURE; MATERIALS INCLUDED IN CLASS 17 FOR PACKING, STOPPING & FOR INSULATING
63. Israel	REGISTERED	43492	ARMAFLEX	FLEXIBLE MATERIALS AND SUBSTANCES FOR INSULATION
64. Italy	REGISTERED	343628	ARMAFLEX	THERMAL INSULATIONS FOR PIPES INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS
65. Japan	REGISTERED	1494830	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIAL, CORK WALLPAPER, AND ALL OTHER GOODS IN THIS CLASS
66. Japan	REGISTERED	1490524	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIAL AND ALL OTHER GOODS IN THIS CLASS
67. Korea, South	REGISTERED	251338	ARMAFLEX	PLASTIC INSULATING MATERIALS, INSULATORS, DIRECT CURRENT GENERATORS, INCANDESCENT LAMPS, DRY CELLS, AMMETERS, COATED ELECTRIC WIRE, TV GAME SETS, SOUND RECORDING APPARATUS AND DIODES
68. Korea, South	REGISTERED	299786	ARMAFLEX	THERMAL INSULATING MATERIALS, PORTLAND CEMENT, NATURAL STONE, BRICK, ASPHALT AND PRESERVED WOOD
69. Korea, South	REGISTERED	269778	ARMAFLEX (IN KOREAN)	PLASTIC INSULATING MATERIALS, INSULATORS, DIRECT CURRENT GENERATORS, INCANDESCENT LAMPS, DRY CELLS, AMMETERS, COATED ELECTRIC WIRE, TV GAME SETS, SOUND RECORDING APPARATUS AND DIODES
70. Korea, South	REGISTERED	299787	ARMAFLEX (IN KOREAN)	THERMAL INSULATING MATERIALS, PORTLAND CEMENT, NATURAL STONE, BRICK, ASPHALT AND PRESERVED WOOD
71. Latvia	REGISTERED	10116	ARMAFLEX	INSULATING MATERIALS MADE FROM FOAMED RUBBER MATERIALS
72. Lithuania	REGISTERED	6675	ARMAFLEX	INSULATING MATERIALS MADE FROM FOAMED RUBBER MATERIALS
73. Mexico	REGISTERED	419569	ARMAFLEX	RUBBER, GUTTA-PERCHA, GUM, ASBESTOS, MICA AND GOODS MADE FROM THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; PLASTICS IN EXTRUDED FORM FOR USE IN MANUFACTURE; PACKING, STOPPING AND INSULATING MATERIALS; FLEXIBLE PIPES, NOT OF METAL; FOAMED PLASTIC INSULATING MATERIALS IN CLASS 17
74. New Zealand	REGISTERED	128830	ARMAFLEX	ADHESIVES

List of Trade Marks owned by A WI, Inc. or another company but retained  
[Schedule of trade marks included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
75. New Zealand	REGISTERED	128831	ARMAFLEX	INSULATING MATERIAL
76. Nigeria	REGISTERED	16648	ARMAFLEX	CELLULAR MATERIAL MADE OF MIXTURES OF PLASTICS AND RUBBER IN THE FORM OF SHEETS, BLOCKS, RODS, TUBES, AND SHAPED SECTIONS
77. Norway	REGISTERED	100894	ARMAFLEX	THERMAL INSULATIONS FOR PIPES INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS
78. Poland	REGISTERED	71086	ARMAFLEX	INSULATING MATERIAL
79. Portugal	REGISTERED	219304	ARMAFLEX	CELLULAR MATERIAL MADE OF MIXTURES OF PLASTICS AND RUBBER IN THE FORM OF SHEETS, BLOCKS, RODS, TUBES, AND SHAPED SECTIONS
80. Romania	REGISTERED	20426	ARMAFLEX	FOAMED RUBBER INSULATION MATERIALS
81. Russia	REGISTERED	91897	ARMAFLEX	INSULATING MATERIALS
82. Slovak Republic	REGISTERED	166520	ARMAFLEX	INSULATING MATERIAL
83. Spain	REGISTERED	484076	ARMAFLEX	FOAMED MIXTURES OF PLASTIC AND RUBBER INSULATION IN THE FORM OF SHEETS, RODS, BLOCKS, TUBES, AND SHAPED SECTIONS
84. Sweden	REGISTERED	164201	ARMAFLEX	THERMAL INSULATIONS FOR PIPES INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS
85. Switzerland	REGISTERED	295610	ARMAFLEX	FOAMED PLASTIC THERMAL INSULATION MATERIAL
86. Taiwan	REGISTERED	642487	ARMAFLEX (IN CHINESE)	FOAMED PLASTIC THERMAL INSULATING
87. Thailand	REGISTERED	Koi51867	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIAL
88. United Kingdom	REGISTERED	772451	ARMAFLEX	CELLULAR MATERIAL MADE OF MIXTURES OF PLASTICS AND RUBBER IN THE FORM OF SHEETS, BLOCKS, RODS, TUBES AND SHAPED SECTION
89. United States	REGISTERED	801086	ARMAFLEX	INSULATING MATERIAL
90. United States	REGISTERED	982799	ARMAFLEX	FLEXIBLE-VINYL LACQUER-TYPE COATING FOR INSULATING MATERIALS
91. Yugoslavia	REGISTERED	25180	ARMAFLEX	FOAMED PLASTIC INSULATING MATERIALS, INCLUDING INSULATING LACQUERS OR VARNISHES

List of Trademarks owned by A WI, Inc. or another company b : retained  
 [Schedule of trade marks included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
92. United Kingdom	REGISTERED	1284750	ARMAGARD	PLASTICS MATERIALS AND RUBBER ALL IN THE FORM OF SHEETS, BLOCKS, RODS, TUBES, FOILS, STRIPS AND OF SHAPED SECTIONS, ALL FOR USE IN MANUFACTURE; LAGGING MATERIALS; INSULATING MATERIALS; ALL INCLUDED IN CLASS 17
93. Benelux	REGISTERED	315094	ARMALOK	INSULATING MATERIALS FOR PIPES, INCLUDING INSULATING MATERIALS OF FOAMED SYNTHETICS AND OF MOLDED URETHANE FOAM, AND INCLUDING THE NAMED INSULATING MATERIALS REINFORCED BY FIBERS PARTICULARLY FIBROUS GLASS
94. Denmark	REGISTERED	3006/88	ARMALOK	INSULATING MATERIALS, INCLUDING SYNTHETIC MATERIALS FOR PIPES, TANKS AND THE LIKE
95. Finland	REGISTERED	105658	ARMALOK	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS
96. France	REGISTERED	1218558	ARMALOK	GENERALLY, INSULATION MATERIALS (SEE LIST)
97. Germany	REGISTERED	918027	ARMALOK	INSULATING MATERIAL FOR PIPES, PARTICULARLY INSULATING MATERIALS OF FOAMED SYNTHETICS AND OF MOLDED URETHANE FOAM, THE NAMED INSULATING MATERIALS ALSO REINFORCED BY FIBERS
98. Italy	REGISTERED	360770	ARMALOK	INSULATING MATERIAL FOR PIPES, INCLUDING INSULATION MATERIALS OF SYNTHETICS AND OF MOLDED URETHANE FOAM, AND INCLUDING THE NAMED INSULATING MATERIALS REINFORCED BY FIBERS PARTICULARLY FIBROUS GLASS
99. Norway	REGISTERED	133163	ARMALOK	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
100. Spain	REGISTERED	739539	ARMALOK	CONTINUOUSLY MOLDED URETHANE FOAM INSULATION
101. Sweden	REGISTERED	208464	ARMALOK	INSULATING MATERIALS FOR PIPES, TANKS AND THE LIKE, INCLUDING SYNTHETIC MATERIALS
102. United Kingdom	REGISTERED	1002844	ARMALOK	MOLDED URETHANE FOAM INSULATION MATERIAL
103. France	REGISTERED	1251920	ARMAPROTECT	FLEXIBLE THERMAL INSULATING MATERIALS IN ROLL, TAPE, TUBE AND SHEET FORMS
104. Germany	REGISTERED	1047210	ARMAPROTECT	FLEXIBLE THERMAL INSULATING MATERIALS IN ROLL, TAPE, TUBE AND SHEET FORMS

<sup>1</sup> RENEWAL PENDING LETTER OF CONSENT FROM PROSYN-POLYANE (OWNERS OF ARMALOK REG.) DATED 4-25-89 SAYING THEY WILL NOT OPPOSE APPLICATION.

List of Trade Marks owned by A WI, Inc. or another company in [retained]  
 [Schedule of trade marks included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
105 Italy	REGISTERED	410814	ARMAPROTECT	FLEXIBLE THERMAL INSULATING MATERIALS IN ROLL, TAPE, TUBE AND SHEET FORMS
106 United Kingdom	REGISTERED	1181298	ARMAPROTECT	PLASTIC MATERIALS AND RUBBER, ALL IN THE FORM OF SHEETS (NON-TEXTILE), BLOCKS, RODS, TUBES, FOILS, STRIPS AND OF SHAPED SECTIONS, ALL FOR USE IN MANUFACTURE; INSULATING MATERIALS AND ARTICLES INCLUDED IN CLASS 17 MADE THEREFROM
107 Austria	REGISTERED	125148	ARMASAFE	SEALING MATERIAL, PACKING MATERIAL, INSULATING MATERIAL; INSULATING MATERIALS MADE OF RIGID PLASTIC
108 Benelux	REGISTERED	453698	ARMASAFE	INSULATING MATERIALS
109 Denmark	REGISTERED	285590	ARMASAFE	INSULATING MATERIALS
110 Finland	REGISTERED	111073	ARMASAFE	RIGID FOAM INSULATING MATERIAL
111 France	REGISTERED	1503981	ARMASAFE	RIGID FOAM INSULATING MATERIAL
112 Germany	REGISTERED	1145763	ARMASAFE	RIGID FOAM INSULATING MATERIAL
113 Ireland	REGISTERED	131180	ARMASAFE	INSULATING MATERIALS
114 Italy	REGISTERED	553063	ARMASAFE	THERMAL INSULATING MATERIAL IN THE FORM OF PLATES, PIPES, TUBES, SHELLS, TAPES AND SHEETS
115 Norway	REGISTERED	143993	ARMASAFE	INSULATING MATERIALS MADE OF RIGID FOAM
116 Sweden	REGISTERED	219724	ARMASAFE	INSULATING MATERIALS
117 Switzerland	REGISTERED	369033	ARMASAFE	RIGID FOAM INSULATING MATERIAL
118 United Kingdom	REGISTERED	1366420	ARMASAFE	INSULATING MATERIALS, ALL INCLUDED IN CLASS 17
119 Ireland	REGISTERED	304983	EASILAG ARMAFLEX	PLASTICS MATERIALS AND RUBBER, ALL IN THE FORM OF SHEETS (NON-TEXTILE), BLOCKS, RODS, TUBES, FOILS, STRIPS & SHAPED SECTIONS, ALL FOR USE IN THE MANUFACTURE OF LAGGING & INSULATING MATERIALS
120 United Kingdom	REGISTERED	1206661	EASILAG ARMAFLEX	PLASTICS MATERIALS AND RUBBER, ALL IN THE FORM OF SHEETS (NON-TEXTILE), BLOCKS, RODS, TUBES, FOILS, STRIPS & SHAPED SECTIONS, ALL FOR USE IN THE MANUFACTURE OF LAGGING & INSULATING MATERIALS

LETTER OF CONSENT SIGNED 8-7-96 TO ALLOW A MESSERLI LTD TO PROCEED WITH THEIR APPLN NO 2019087 FOR AMOSAFE IN UK

List of Trade Marks owned by AWI, Inc. or another company by retained  
 [Schedule of trade marks included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
121 Austria	REGISTERED	100957	ELEPHANT DESIGN SH/ARMAFLEX	INSULATING MATERIAL IN FORM OF TUBES, PLATES AND FOILS
122 Benelux	REGISTERED	382156	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
123 Denmark	REGISTERED	3991785	ELEPHANT DESIGN SH/ARMAFLEX	THERMAL INSULATIONS OF PLASTIC, INCLUDING THERMAL INSULATIONS OF SYNTHETIC RESINS, IN THE FORM OF PIPES
124 Finland	REGISTERED	90030	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
125 France	REGISTERED	1208606	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
126 Germany	REGISTERED	1088895	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
127 Italy	REGISTERED	408705	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
128 Sweden	REGISTERED	190773	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
129 Switzerland	REGISTERED	319061	ELEPHANT DESIGN SH/ARMAFLEX	PLASTIC INSULATING MATERIAL IN THE FORM OF TUBES AND PLATES
130 Denmark	REGISTERED	VR04055/91	EUROFLEX	INSULATING MATERIALS (NOT INCLUDED IN OTHER CLASSES)
131 Finland	REGISTERED	113114	EUROFLEX	INSULATING MATERIALS
132 Greece	REGISTERED	95317	EUROFLEX	INSULATING MATERIALS
133 Sweden	REGISTERED	224882	EUROFLEX	INSULATING MATERIALS

List of Trade Marks owned by AWI, Inc. or another company but retained  
 (Schedule of Trade Marks Included in Business Intellectual Property)

Country	Status	Reg. Number	Mark	Goods
134 Tunisia	REGISTERED	EE900274	EUROFLEX	INSULATING MATERIALS
135 Belgium	REGISTERED	341725	ISOLRAPID	INSULATING MATERIAL FOR PRESSURE VESSELS, TANKS, PIPES & THE LIKE INCLUDING INSULATIONS OF SYNTHETIC MATERIALS & FLEXIBLE, FOAMED SYNTHETIC MATERIALS & INCLUDING SUCH MATERIALS IN SHEET FORM TO THE EXCLUSION OF ELECTROTECHNICAL INSULATING MATERIAL
136 Denmark	REGISTERED	104679	ISOLRAPID	INSULATING MATERIAL FOR PRESSURE VESSELS, TANKS, PIPES & THE LIKE INCLUDING INSULATIONS OF SYNTHETIC MATERIALS & FOAMED SYNTHETIC MATERIALS & INCLUDING SUCH MATERIALS IN SHEET FORM, TO THE EXCLUSION OF ELECTROTECHNICAL INSULATING MATERIAL
137 Finland	REGISTERED	81146	ISOLRAPID	INSULATING MATERIAL FOR PRESSURE VESSELS, TANKS, PIPES AND THE LIKE INCLUDING INSULATIONS OF SYNTHETIC MATERIALS AND FLEXIBLE FOAMED SYNTHETIC MATERIALS INCLUDING SUCH MATERIAL IN SHEET FORM, TO THE EXCLUSION OF ELECTROTECHNICAL INSULATING MATERIAL
138 Greece	REGISTERED	73876	ISOLRAPID	INSULATING MATERIAL FOR THERMO INSULATIONS OF SYNTHETIC MATERIALS, MADE OF FLEXIBLE FOAMED SYNTHETIC RESINS, FOR PRESSURE VESSELS, TANKS, PIPES IN FORM FOR PLATES, SHEETS, WEBS, ROLLED WEBS, TUBES, ETC.
139 United Kingdom	REGISTERED	1148654	ISOLRAPID	INSULATING MATERIALS AND ARTICLES INCLUDED IN CL. 17 MADE THEREFROM; PLASTICS IN THE FORM OF FILMS, SHEETS (NON-TEXTILE), BLOCKS, RODS AND SHAPED SECTIONS, FOR USE IN MANUFACTURE
140 Denmark	REGISTERED	3846/88	OKABELL	CLASS 6: SHEATHS MADE OF SHEET METAL FOR INSULATED TUBES, ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS (NOT CONTAINED IN OTHER CLASSES); NAMELY END SLEEVE STRIPS, CAP SEALS, END CLOSING DISKS, EACH MADE OF METAL. CLASS 17: SHEATHS MADE OF PLASTIC FOR INSULATED TUBES, ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS (NOT CONTAINED IN OTHER CLASSES); NAMELY END SLEEVE STRIPS, CAP SEALS, END CLOSING DISKS, EACH MADE OF PLASTIC
141 Germany	REGISTERED	1098640	OKABELL	SHEATHS MADE OF PLASTIC OR SHEET METAL FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SEALS, END CLOSING DISKS, EACH MADE OF METAL OR PLASTIC

List of Trade Marks owned by AWI, Inc. or another company or its assignee  
 (Schedule of trade marks included in Business Intellectual Property)

Country	Status	Reg. Number	Mark	Goods
142 Norway	REGISTERED	131647	OKABELL	INSULATION; CLASS 6: SHEATHS MADE OF SHEET METAL FOR INSULATED TUBES; SCREWS AND RIVETS MADE OF METAL. CLASS 17: SHEATHS MADE OF PLASTIC FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, ADHESIVE TAPES, CAP SEALS AND END CLOSING DISKS; INSULATING MATERIAL IN THE FORM OF PLASTES, TUBES OR TUBE SEGMENTS; PLASTIC FOIL FOR SHEATHS OF INSULATED TUBES
143 Sweden	REGISTERED	212757	OKABELL	CLASS 6: SHEATHS MADE OF SHEET METAL FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SEALS AND END CLOSING DISKS, EACH MADE OF METAL. CLASS 17: SHEATHS MADE OF PLASTIC FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SEALS AND END CLOSING DISKS, EACH MADE OF PLASTIC
144 Denmark	REGISTERED	7128/91	OKAFOAM	CLASS 6: FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF METAL FOR INSULATED TUBES. CLASS 17: SHAPED PIECES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC HARD FOAM FOR TUBES TO BE INSULATED AS WELL AS FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC HARD FOAM FOR INSULATED TUBES
145 Germany	REGISTERED	1098640	OKAFOAM	SHAPED PIECES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC HARD FOAM FOR TUBES TO BE INSULATED AS WELL AS FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC HARD FOAM OR METAL FOR INSULATED TUBES
146 Norway	REGISTERED	131856	OKAFOAM	CLASS 6: FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS, SUCH DEVICES MADE OF METAL FOR INSULATED TUBES. CLASS 17: FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS, SUCH DEVICES MADE OF PLASTIC FOR INSULATED TUBES; INSULATING MATERIAL IN THE FORM OF PLASTES, TUBES OR TUBE SEGMENTS WITH OR WITHOUT SURFACE COATINGS, WHICH COATINGS ARE MADE OF METAL OR PLASTIC



List of Trade Marks owned by AWT, Inc. or another company but retained  
 [Schedule of trade marks included in Business Intellectual Property]

	Country	Status	Reg. Number	Mark	Goods
147	Sweden	REGISTERED	215261	OKAFOAM	CLASS 6: FIXING DEVICES FOR INSULATED TUBES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF METAL. CLASS 17: SHAPED PIECES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS MADE OF PLASTIC HARD FOAM FOR TUBES TO BE INSULATED AS WELL AS FIXING DEVICES IN THE FORM OF SHELLS, RINGS OR RING SEGMENTS, EACH MADE OF PLASTIC HARD FOAM
148	Denmark	REGISTERED	7126/91	OKAPAK	CLASS 6: SHEATHS OF SHEET METAL FOR INSULATED PIPES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS (NOT CONTAINED IN OTHER CLASSES), NAMELY END SLEEVE STRIPS, CAP SALS, END CLOSING DISKS, EACH MADE OF METAL. CLASS 17: SHEATHS OF PLASTIC FOR INSULATED PIPES, ACCESSORIES FOR THE ASSEMBLY OF SUCH SHEATHS (NOT CONTAINED IN OTHER CLASSES), NAMELY END SLEEVE STRIPS, CAP SALS, END CLOSING DISKS, EACH MADE OF PLASTIC
149	Germany	REGISTERED	1098642	OKAPAK	SHEATHS MADE OF PLASTIC OR SHEET METAL FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, CAP SALS, END CLOSING DISKS, EACH MADE OF METAL OR PLASTIC
150	Norway	REGISTERED	131647	OKAPAK	INSULATION; CLASS 6: SHEATHS MADE OF PLASTIC OR SHEET METAL FOR INSULATED TUBES; SCREWS AND RIVETS MADE OF METAL. CLASS 17: SHEATHS MADE OF PLASTIC FOR INSULATED TUBES; ACCESSORIES FOR THE INSTALLATION OF SUCH SHEATHS, NAMELY END SLEEVE STRIPS, ADHESIVE TAPES, CAP SALS AND END CLOSING DISKS; INSULATING MATERIAL IN THE FORM OF PLASTES, TUBES OR TUBE SEGMENTS; PLASTIC FOIL FOR SHEATHS OF INSULATED TUBES
151	Sweden	REGISTERED	217437	OKAPAK	INSULATING MATERIALS
152	Canada	REGISTERED	272984	TUBOLIT	INSULATING MATERIAL MADE OUT OF FOAMED PLASTIC FOR THERMAL INSULATION, ESPECIALLY OF CONDUITS, FOR HEATING AND COOLING SYSTEMS, PROFILES MADE FROM PLASTIC FOAMS, ESPECIALLY ROUND PROFILES FOR THE THERMAL INSULATION OF JOINTS
153	China	REGISTERED	700781	TUBOLIT	INSULATION; INSULATING MATERIALS MADE OF PLASTIC FOAM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS

List of Trade Marks owned by AWW, Inc. or another company by assigned  
 [Schematic of trade marks included in Business Intellectual Property]

Country	Status	Reg. Number	Mark	Goods
154 India	PENDING	628415 (Serial No.)	TUBOLIT	FOAMED PLASTIC THERMAL INSULATION AND PARTS AND ACCESSORIES THEREFOR, NAMELY, PROFILES AND FLEXIBLE FOILS
155 Japan	REGISTERED	4034613	TUBOLIT	INSULATING MATERIALS MADE OF PLASTIC FOAM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS
156 Korea, South	REGISTERED	297337	TUBOLIT	INSULATION; FOAM PLASTICS FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATION INSTALLATIONS; FOAM PLASTIC ROUNDS FOR THE SEALING OF JOINTS
157 Korea, South	REGISTERED	294256	TUBOLIT	INSULATION; INSULATING MATERIALS MADE OF PLASTIC FOAM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS
158 Thailand	REGISTERED	TM23071	TUBOLIT	INSULATION; INSULATING MATERIALS MADE OF PLASTIC FORM MATERIAL FOR THE THERMAL INSULATION OF TUBES FOR HEATING AND REFRIGERATING INSTALLATIONS; PROFILES MADE OF PLASTIC FOAM MATERIAL, PARTICULARLY ROUNDS FOR THE SEALING OF JOINTS
159 United States	REGISTERED	1225049	TUBOLIT	INSULATION; INSULATION-NAMELY FOAMED PLASTIC, THERMAL INSULATION FOR CONDUITS & PROFILES & FLEXIBLE FOILS MADE FROM PLASTIC FOAM FOR THERMAL INSULATION OF JOINTS

SCHEDULE 5

Form of Notification

To: Debtor/Borrower  
[insert address]

Date: [•]

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favor of Deutsche Bank AG London (the "Security Agent") dated [•] we have assigned all our right, title and interest in and to [all present and future claims against you in respect of [ ]] details of which are set out below to the Security Agent.

After your receipt of this notice:

- (i) all payments under or arising from the [ ] shall be made to the Security Agent or to its order;
- (ii) all remedies [provided] for [in] the [ ] or available at law or in equity are exercisable by the Security Agent;
- (iii) all rights to compel performance of the [ ] are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the [ ] belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [insert address] marked for the attention of [insert addressee].

Details of the debt

Date	Parties	Details of Claims
_____	_____	_____

Yours faithfully,

\_\_\_\_\_  
for and on behalf of  
"Orion" Zweiundvierzigste Beteiligungsgesellschaft mbH

**Form of Acknowledgement**

[Letterhead of Debtor/Borrower]

To: Deutsche Bank AG London  
in its capacity as  
Security Agent for and  
on behalf of certain Beneficiaries

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
England

Dear Sirs,

We refer to your letter of *[insert date]* in which we are notified of an Assignment Agreement dated *[insert date]* under which "Orion" Zweiundvierzigste Beteiligungsgesellschaft mbH has assigned to yourselves the *[description of all present and future claims assigned]* (the "Assigned Claims") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

Yours faithfully

\_\_\_\_\_  
duly authorized signatory of the Debtor/Borrower

SCHEDULE 6

Form of Notification

To: Insurer  
[insert address]

Date: [ ]

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favor of Deutsche Bank AG London (the "Security Agent") dated [insert date] we have assigned all our right, title and interest in and to [all present and future claims against you in respect of [ ]] details of which are set out below to the Security Agent.

After your receipt of this notice:

- (i) all payments under or arising from the [ ] shall be made to the Security Agent or to its order;
- (ii) all remedies [provided] for [in] the [ ] or available at law or in equity are exercisable by the Security Agent;
- (iii) all rights to compel performance of the [ ] are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the [ ] belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [insert address] marked for the attention of [insert addressee].

Details of insurance policies

Date	Insured Parties/Beneficiaries	Details of Insurance Policies
------	-------------------------------	-------------------------------

Yours faithfully,

\_\_\_\_\_  
for and on behalf of  
"Orion" Zweivundvierzigste Beteiligungsgesellschaft mbH

**Form of Acknowledgement**

[Letterhead of Insurer]

To: Deutsche Bank AG London  
in its capacity as  
Security Agent for and  
on behalf of certain Beneficiaries

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
England

Dear Sirs,

We refer to your letter of *[insert date]* in which we are notified of an Assignment Agreement dated *[insert date]* under which "Orion" Zweivundvierzigste Beteiligungsgesellschaft mbH has assigned to yourselves the *[description of all present and future claims assigned]* (the "Assigned Claims") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

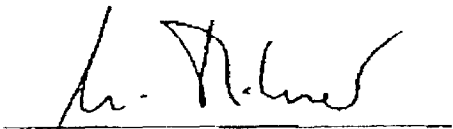
Yours faithfully

---

duly authorized signatory of the Insurer

EXECUTION PAGE

"ORION" ZWEIUNDVIERZIGSTE BETEILIGUNGSGESELLSCHAFT MBH,  
as Assignor

By: 

Address: Oberlindau 76-78  
60323 Frankfurt am Main  
Germany

Fax: +49 69 9720 5220

DEUTSCHE BANK AG LONDON  
as Security Agent

By: 

Address: Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
England

Fax: +44 20 7547 6419