

ASSET PURCHASE AGREEMENT

BY AND AMONG

CHURCH & DWIGHT CO., INC.

and

U.S. FILTER SURFACE PREPARATION GROUP, INC.

January 28, 1999

ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of January 28, 1999, by and among CHURCH & DWIGHT CO., INC., a Delaware corporation ("Seller") and U.S. FILTER SURFACE PREPARATION GROUP, INC., a Delaware corporation ("Buyer").

“Related Party” means (i) Seller, (ii) any Affiliate of Seller, (iii) any officer or director of any Person identified in clauses (i) or (ii) preceding and (iv) any spouse, sibling, ancestor or lineal descendant of any natural Person identified in any one of the preceding clauses.

“Retained Assets” shall have the meaning given that term in Section 2.2.

“Retained Liabilities” shall have the meaning given that term in Section 2.3.

“Seller” means Church & Dwight Co., Inc., a Delaware corporation.

“Seller Damages” shall have the meaning given that term in Section 6.3.

“Seller Indemnitees” shall have the meaning given that term in Section 6.3.

1.2 Construction. As used herein, unless the context otherwise requires: (i) references to “Article” or “Section” are to an article or section hereof; (ii) references to “Exhibits” and “Schedules” are to Exhibits and Schedules attached hereto and incorporated herein by reference and made a part hereof; (iii) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import; and (iv) the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. Whenever the context so requires, the singular number shall include the plural, and the plural shall include the singular.

ARTICLE II **THE TRANSACTION**

2.1 ~~1~~ Sale and Purchase of Assets. Seller hereby sells and transfers to Buyer, and Buyer purchases from Seller, all of Seller’s right, title and interest in and to certain inventory, equipment and related products of Seller’s ARMEX equipment business (as set forth below) existing on the date of this Agreement, free and clear of all Encumbrances. Buyer shall pay all freight and shipping costs related to the transfer of the Purchased Assets FOB Seller’s delivery site. The assets transferred hereunder (collectively, the “Purchased Assets”) include the following:

- (i) ~~1~~ Certain machinery, equipment, tooling, dies, jigs, spare parts and supplies used in connection with Seller’s ARMEX equipment business and identified on Schedule 2.1(i);
- (ii) Certain inventory of raw materials, work-in-process, parts, subassemblies and finished goods, wherever located and whether or not obsolete or carried on Seller’s books of account used in connection with Seller’s ARMEX equipment business and identified on Schedule 2.1(ii);
- (iii) Except as provided on Schedule 2.1(iii), all of Seller’s goodwill and rights in and to any trademark, patent or service mark, or any variant of any of them, any applications therefor

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

CHURCH & DWIGHT CO., INC.

By: *E. F. Wilcauskas*
Name: E. F. Wilcauskas
Title: President, Specialty Products Division

U.S. FILTER SURFACE PREPARATION
GROUP, INC.

By: *Thomas P. Warren*
Thomas P. Warren
President

