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

Tab settings

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

1. Name of conveying party(ies): PMC, Inc. 7-16-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Plastics Group, Inc.
Internal
Address:
Street Address: 55 LaFrance Avenue
City: Bloomfield State: NJ Zip: 07003
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 1, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 0,734,409
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel Frohling, Esq.
Internal Address: Pattishall & McAuliffe
Street Address: 311 South Wacker Drive, Suite 5000
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
DBYRNE 00000184 0734409
Colin O'Brien 40.00 DP
Name of Person Signing Signature Date 07/16/02
Total number of pages including cover sheet, attachments, and document: 5

OFFICE OF THE CLERK OF RECORDS
FINANCE SECTION
2002 JUL 16 AM 8:10

07/23/2002 DBYRNE 00000184 0734409
01 FC:481 Colin O'Brien 40.00 DP
Name of Person Signing

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

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" Mailing Label Number :EL930526761US Date of Deposit: July 16, 2002, I, Kelly Topolski hereby certify that the document to which this Certificate is affixed is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on the Date of Deposit shown above.

Kelly Topolski TRADEMARK
REEL: 2547 FRAME: 0683

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** ("Agreement") is made as of October 1, 1998 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and General Plastics Group, Inc., a Delaware corporation (the "Company"), with reference to the following facts:

A. PMC is the shareholder of record of all of the issued and outstanding shares of common stock of General Plastics North Corporation, a Delaware corporation (the "GPNC Shares"), and General Plastics South Corporation, a Delaware corporation (the "GPSC Shares").

B. PMC wishes to transfer to the Company as a contribution to capital all of PMC's right, title and interest in and to the GPNC Shares and the GPSC Shares. The Company wishes to accept such contribution.

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Contribution of Shares.** PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the GPNC Shares and the GPSC Shares, free and clear of all liens, restrictions, mortgages or encumbrances of any nature.

2. **Representations and Warranties of PMC.** PMC represents and warrants to Company as follows:

a. **Organization and Authority.** PMC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. **Enforceability.** This Agreement constitutes the valid and legally binding obligation of PMC, enforceable in accordance with its terms and conditions, except to the extent enforceability may be limited or otherwise affected by general principles of equity or bankruptcy, insolvency, reorganization or similar laws relating to or generally affecting creditors' rights.

c. **Ownership.** PMC is the lawful, registered owner of the GPNC Shares and the GPSC Shares contributed hereunder, and such ownership is free and clear of all liens and encumbrances, and PMC has the right to sell and transfer the same.

### 3. **Indemnification.**

a. **Indemnification by Company.** In consideration of the transfer of the GPNC Shares and the GPSC Shares contributed hereunder by PMC, the Company agrees to indemnify, defend and hold harmless PMC, its affiliates and their respective directors, officers, shareholders, attorneys, employees, agents, successors, assigns and invitees, from and against any and all claims, actions, causes of action, damages, judgments, fines, penalties, costs, amounts paid in settlement, losses, expenses, fees, including all attorneys' fees and court costs actually incurred, and all other liabilities of any nature whatsoever, related to or arising out of the failure of the Company to comply with any of its obligations, covenants or agreements contained in this Agreement.

b. **Indemnification by PMC.** PMC hereby agrees to indemnify, defend and hold harmless Company, its affiliates and their respective directors, officers, shareholders, attorneys, employees, agents, successors, assigns and invitees, from and against any and all claims, actions, causes of action, damages, judgments, fines, penalties, costs, amounts paid in settlement, losses, expenses, fees, including all attorneys' fees and court costs actually incurred, and all other liabilities of any nature whatsoever, related to or arising out of the failure of the Company to comply with any of its obligations, covenants or agreements contained in this Agreement.

c. **Assumption of Defense.** If any litigation, action, suit, claim, demand, or administrative hearing, arbitration or other proceeding shall be commenced or asserted against PMC or Company with respect to which either party is indemnified hereunder, the indemnifying party shall be notified to that effect with reasonable promptness and shall have the right to assume the control and management of the defense, including compromise or settlement thereof, all at its own expense, including the employment of counsel. The indemnified party may employ additional counsel of its choice at its own expense. The obligation to defend the indemnified party shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same shall become due, any and all Damages incurred or owed by the indemnified party.

### 4. **Miscellaneous.**

a. **Survival.** All of the representations, warranties and covenants of the parties contained in this Agreement and the obligations of the parties under Section 6 shall survive the expiration or termination of this Agreement, the transfer of the Assets, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property (whether by sale foreclosure, deed in lieu of foreclosure or otherwise), and shall continue in full force and effect forever thereafter.

b. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party.

c. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

d. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (without giving effect to the law of conflicts) of the State of Delaware.

f. **Amendment.** This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

PMC, INC.

By 

Title *Chief Executive Officer*

GENERAL PLASTICS GROUP, INC.

By 

Vice President

Title \_\_\_\_\_

**CONTRIBUTION AGREEMENT**

**Between**

**PMC, INC.**

**and**

**GENERAL PLASTICS GROUP, INC.**