



08-28-2002



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REC 1

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): OEA Aerospace, Inc. 18-21-02 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation- California [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: The B.F. Goodrich Company Internal Address: Four Colliseum Centre Street Address: 2730 West Tyvola Road City: Charlotte State: NC Zip: 28217 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation- New York [] 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? [x] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Asset Purchase Execution Date: November 21, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 753,164; 771,692; 1,124,903; 1,190,626 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Edward A. Pennington Internal Address: Swidler Berlin Shereff Friedman, LLP Suite 300 Street Address: 3000 K Street, N.W. City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 19-5127 (ref. no. 202CAL0007)

DO NOT USE THIS SPACE

9. Signature: Matthew A. Pater Signature: [Handwritten Signature] Date: August 21, 2002 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

08/27/2002 6TOM11 00000021 195127 753164 01 FC:481 40.00 CH 02 FC:482 75.00 CH

TRADEMARK REEL: 002570 FRAME: 0974

Additional Receiving Party

The Universal Propulsion Company, Inc.
25401 North Central Avenue
Phoenix, Arizona 85027

Delaware Corporation

ASSET PURCHASE AGREEMENT

by and among

AUTOLIV ASP, INC.,

OEA, INC.,

OEA AEROSPACE, INC.,

THE UNIVERSAL PROPULSION COMPANY, INC.

and

THE B.F.GOODRICH COMPANY

Dated as of November 21, 2000

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 21, 2000 (this "Agreement"), by and among AUTOLIV ASP, INC., an Indiana corporation (the "Parent"), OEA, Inc., a Delaware corporation and a wholly owned subsidiary of the Parent ("OEA"), OEA Aerospace, Inc., a California corporation and a wholly-owned subsidiary of OEA (the "Company", and together with the Parent and OEA, the "Sellers") and THE B.F.GOODRICH COMPANY, a New York corporation ("B.F.Goodrich") and THE UNIVERSAL PROPULSION COMPANY, INC., a Delaware corporation and wholly-owned subsidiary of B.F.Goodrich ("B.F.G Sub" and together with B.F.Goodrich, the "Buyer").

WHEREAS, the Company is engaged in the business of the design, development and manufacture of high reliability propellant- and cartridge-actuated devices, used in the sophisticated personnel escape systems of manned weapons platforms, missiles and aircraft (the "Business"); and

WHEREAS, the Buyer desires to purchase and assume from the Sellers, and the Sellers desire to sell, assign, transfer, convey and deliver to the Buyer, substantially all the assets and properties relating to the Business, together with certain obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

SALE OF ASSETS

Section 1.1. Sellers' Assets

(a) Acquired Assets Subject to the terms of this Agreement, the Sellers agree to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer agrees to purchase and acquire from the Sellers, free and clear of all Liens (as hereinafter defined), each Sellers' right, title and interest in and to the assets (collectively, the "Acquired Assets") (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles in the United States ("USGAAP")) as set forth in Section 1.1(a) of the disclosure schedule being delivered by the Sellers to the Buyer concurrently herewith (the "Seller Disclosure Schedule") used primarily in,

arising primarily from or related primarily to the Business ("Related to the Business").

For purposes of this Agreement, "Liens" shall mean all liens, pledges, charges, claims, security interests or other encumbrances except for (a) statutory liens relating to taxes not yet due and payable and (b) encumbrances that are agreed upon in writing by the Buyer (the "Permitted Encumbrance").

Section 1.2. Assumption of Liabilities. Subject to the terms of this Agreement, the Buyer hereby agrees to assume, pay, perform and discharge when due the liabilities and obligations set forth in Section 1.2 of the Seller Disclosure Schedule (collectively, the "Assumed Liabilities"). However, the Buyer shall not assume any environmental liabilities of the Sellers or the Business, such liabilities are retained liabilities of the Sellers who agree to pay, perform and discharge the retained liabilities when due.

Section 1.3. Consideration. (a) Not later than the third business day prior to the Closing Date, the Sellers will cause to be prepared and delivered to the Buyer in accordance with USGAAP and consistent with past practice (i) an unaudited estimated balance sheet of the Business as of the Closing Date, which shall be based on the unaudited balance sheet of the Business as of July 28, 2000 but brought forward to the Closing Date and prepared in the same manner as the Closing Balance Sheet as described in Section 1.4 below (the "Estimated Closing Balance Sheet") and (ii) a certificate of a senior financial officer of the Company setting forth in reasonable detail a calculation of an estimate of the value of the Net Current Assets (as hereinafter defined) of the Business as of the Closing Date determined in the same manner as the Closing Net Current Asset Amount described in Section 1.4 below (the "Estimated Net Current Asset Amount"). "Net Current Assets" shall mean receivables (net of an allowance for uncollectible accounts in accordance with USGAAP and consistent with past practice), inventory (excluding supplemental excess, obsolete and slow moving reserve amounts as disclosed in Section 2.4(a) of the Seller Disclosure Schedule), plus prepaid expenses and other current assets (excluding tax-related assets specifically itemized on the Closing Balance Sheet), less the sum (without duplication) of (i) accounts payable, (ii) accrued expenses (excluding taxes which shall be retained by the Seller) and (iii) deferred revenue. For the avoidance of doubt, all reserve amounts related to inventory disclosed in Section 2.4(a) of the Seller Disclosure Schedule, combined with the reserve amounts for inventory disclosed on the unaudited balance sheet of the Business as of July 28, 2000, shall be the final calculation of such reserve amounts as of that date.

(b) Subject to the terms of this Agreement, in consideration of the aforesaid sale, assignment, transfer and conveyance of the Acquired Assets,

Section 2.16. Title to Assets. (a) Except as set forth in Section 2.16 of the Seller Disclosure Schedule, the Sellers have good and valid title to all the Acquired Assets.

(b) Except as set forth in Section 2.16 of the Seller Disclosure Schedule, all the Acquired Assets (excluding Assets that are described in the Seller Disclosure Schedule as being leased or owned by third parties) are owned by the Sellers free and clear of all Liens.

Section 2.17. Patents, Copyrights, Trademarks, and Licenses. (a) Except as set forth in Section 2.17(a) of the Seller Disclosure Schedule, there are no (i) patents or reissues, divisions, continuations or extensions thereof, or pending patent applications which are derived by the Sellers which are used by or for the benefit of the Sellers, in connection with the Business; (ii) registered or material unregistered trademarks or service marks or trade names, or pending applications for registration of trademarks or service marks which are derived by or for the benefit of the Sellers, in connection with the Business; (iii) registered copyrights or applications for registration of copyrights which are derived by or for the benefit of the Sellers in connection with the Business (together, the Intellectual Property").

(b) Except as set forth in Section 2.17(b) of the Seller Disclosure Schedule, there are no licenses (whether as licensor, licensee or otherwise) or to which any of the Sellers is a party or to which any of the assets of the Business are otherwise subject.

(c) Except as set forth in Section 2.17(c) of the Seller Disclosure Schedule, to the knowledge of the Sellers, the Sellers own or use without infringement any and all formulae, trade secrets, inventions, technology, proprietary know-how, art work, designs, processes and other intellectual property now used by the Sellers in connection with the Business, including each item set forth in Section 2.17(a) of the Seller Disclosure Schedule.

(d) Except as set forth in Section 2.17(d) of the Seller Disclosure Schedule, (i) the Sellers have not received any written notice of any, and to the Sellers' knowledge there are no, claims that have been asserted by any Person in the past year which remain unresolved against the use by the Sellers of any of the Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement described on or referred to in Section 2.17(b) of the Seller Disclosure Schedule; (ii) the Sellers have not received any written notice of any, and to the Sellers' knowledge there are no, allegations by any Person in the past year which remain unresolved that the Sellers have infringed

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

AUTOLIV ASP, INC.

By: _____
Name:
Title:

OEA, INC.

By: _____
Name:
Title:

OEA AEROSPACE, INC.

By: _____
Name:
Title:

THE B.F.GOODRICH COMPANY

By: Joseph F. Andolini
Name: Joseph F. Andolini
Title: Vice President

THE UNIVERSAL PROPULSION
COMPANY, INC.

By: Joseph F. Andolini
Name: Joseph F. Andolini
Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

AUTOLIV ASP, INC.

By: *[Signature]*
Name: Michael S. Anderson
Title: Vice President and General Counsel

OEA, INC.

By: *[Signature]*
Name: Michael S. Anderson
Title: Secretary

OEA AEROSPACE, INC.

By: *[Signature]*
Name: Michael S. Anderson
Title: Secretary

THE B.F. GOODRICH COMPANY

By: _____
Name:
Title:

THE UNIVERSAL PROPULSION COMPANY, INC.

By: _____
Name:
Title:

Seller Disclosure Schedule
to the
Asset Purchase Agreement
by and among
Autoliv ASP, Inc.,
OEA, Inc.,
OEA Aerospace, Inc.,
The Universal Propulsion Company, Inc.
and
The B.F. Goodrich Company

Dated as of November 21, 2000

Handwritten signature

2002

AUTOLIV N. AMERICA

11/21/00 TUE 17:37 FAX 248 475 8832

Section 1.1(a)

Acquired Assets

- (a) All accounts receivable (including trade receivables), notes receivable and other monies due to the Sellers for sales and deliveries of goods, performance of services and other business transactions, all in respect of or related to the Business (collectively, the "Receivables");
- (b) All inventories of the Business, including packaging materials, supplies, raw materials, work-in-progress and finished goods (collectively, the "Inventory");
- (c) All advance payments, security and other deposits (including customer deposits on in process contracts at the closing), and other prepaid items and expenses (other than prepayments in respect of insurance policies), and other current assets of or relating to the Business (other than tax assets) that have not been reduced to cash in the ordinary course of business;
- (d) All leased and owned property and equipment relating to the Business including all furniture, fixtures, machinery, equipment, transportation equipment, spare parts, computer hardware and office equipment (collectively, the "Equipment");
- (e) All automobiles, trucks, tractors, trailers and other motor vehicles relating to the Business (collectively, the "Motor Vehicles");
- (f) All patents, licenses, copyrights, trademarks, trade names and service marks and all of the goodwill associated therewith, and all registrations, applications and other rights associated with the foregoing, whether registered or unregistered, relating to the Business, including the right to sue for past infringement thereof (collectively, the "Intangibles");
- (g) All formulae, trade secrets, inventions, technology, proprietary know-how, art work, designs, processes and other intellectual property relating to the Business and all of the goodwill associated therewith, and any and all customer lists, restrictive covenants, confidentiality obligations and similar obligations enforceable by the Sellers against any third party including any present and former stockholders, officers, directors, employees and agents of the Sellers (collectively, the "Intellectual Property");
- (h) All of the goodwill of, associated with and relating to the Business;
- (i) All of Sellers' rights and benefits under all contracts and agreements relating to the Business including, without limitation, all of the Contracts listed in Section 2.12 of the Seller Disclosure Schedule (collectively, the "Assigned Contracts");
- (j) All of Sellers' right, title and interest in and to the Leases;

(k) All of Sellers' rights and benefits under all Permits relating to the Business including, without limitation, all of the Permits listed in Section 2.13 of the Seller Disclosure Schedule (collectively, the "Assigned Permits");

(l) All books, files, papers, technical and research analyses, engineering, sales, marketing and other studies, data and plans, records and other data of the Sellers, including all personnel files, computer software and customer and supplier lists and other data bases, relating to the Business (collectively, the "Records"); and

(m) All other assets relating to the Business (other than the Excluded Assets).

And specifically excluding:

- (a) All cash and cash equivalents in hand or in banks as of the Closing Date;
- (b) All owned Real Property, including all buildings, facilities and leasehold improvements related thereto;
- (c) All insurance policies maintained by the Sellers in respect of the Business;
- (d) All prepaid items relating to insurance policies maintained by the Sellers in respect of the Business;
- (e) All deferred tax assets of the Sellers in respect of the Business;
- (f) Sellers' rights to any tax refunds or rebates in respect of the Business;
- (g) Sellers' minute books, corporate seals and stock books; and
- (h) Sellers' interest in Aerotest Operations, Inc.

Patents and trademarks

Patents

US 4,664,003 PYROTECHNIC/EXPLOSIVE INITIATOR: Burkdoll, Hannigan.
(Assigned to ET, Inc.) Issued May 12, 1987, expires March 22, 2005

- France. Patent No. 86/04073. Dated March 21, 1986. Expires March 21, 2006
- Germany. Application No. P3609668.7. Filed March 21, 1986. Expires March 21, 2006
- Italy. Patent No. 1,189,076. Dated March 21, 1986. Expires March 21, 2006
- Japan. Patent No. 2,010,387. Dated March 22, 1986. Expires March 22, 2006
- United Kingdom. Patent 2,173,286. Dated March 20, 1986. Expires March 20, 2006

US 4,688,466 EXPLOSIVE INITIATOR AND METHOD: Burkdoll, Hannigan. (Assigned to ET, Inc.)
Issued March 25, 1987. Expires September 11, 2006.

US 5,109,719 EXPLOSIVE ACTUATED SEPARABLE STRUCTURE. OLCER.
(Assigned to ET, Inc.) Issued May 5, 1992. Expires May 5, 2009.

US 5,540,154 NON-PROLYZING LINEAR IGNITION FUZE. Wilcox, Drake.
(Assigned to OEA Aerospace, Inc.) Issued July 30, 1996. Expires June 6, 2015.

New applications

MECHANICAL DEVICE FOR CONVERTING LINEAR MOTION TO ROTATIONAL.
Inventor: Mike Tolson

WELL CASTING CUTTER.

UMBILICAL DISCONNECT.

Trademarks

Jelcord	Expires 7/23/2003
X-Card	Expires 6/23/2006
TLX	Expires 9/11/2008
TLX	Expires 2/13/2003

Deutsche Banc Alex. Brown

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