



2-26-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		RECORDATION FOR TRADEMARK		03-03-2003 		DEPT. OF COMMERCE Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: P							
1. Name of conveying party(ies): Cumberland Engineering LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>LLC - Delaware</u>				2. Name and address of receiving party(ies) Name: <u>Cumberland Acquisition Corporation</u> Internal Address: _____ Address: _____ Street Address: <u>7701 Forsyth Blvd., Ste. 600</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63015</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____			
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Bill of Sale, Assignment and Assumption Agreement</u> Execution Date: <u>September 23, 1999</u>				4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,140,354</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Donald A. Gregory</u> Internal Address: <u>F8800.0612/T043</u> <u>Dickstein Shapiro Morin & Oshinsky</u> LLP Street Address: <u>2101 L Street, NW</u> City: <u>Wash.</u> State: <u>DC</u> Zip: <u>20037</u>				6. Total number of applications and registrations involved: 1			
Internal Address: _____ Street Address: _____ City: _____ State: _____ Zip: _____				7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to credit card (PTO-2038 attached) <input checked="" type="checkbox"/> Authorized to be charged to deposit account (any deficiencies)			
City: _____ State: _____ Zip: _____				8. Deposit account number: <u>04-1073</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE							
9. Statement and signature. <i>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.</i> <u>Donald A. Gregory (28,954)</u> Name of Person Signing <u>2-26-03</u> Signature Date							
Total number of pages including cover sheet, attachments, and document: 1							

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

Trademark Registration No. 2,140,354

1. Names of additional conveying parties: (Cont'd.)

- (a) Cumberland Engineering Limited
a private company limited by shares in England and Wales
- (b) Brown Plastics Machinery LLC
a Delaware limited liability company

**BILL OF SALE, ASSIGNMENT
AND
ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 23 day of September, 1999 by and among Cumberland Acquisition Corporation, a Delaware corporation (the "Buyer"), Cumberland Engineering, LLC, a Delaware limited liability company ("Cumberland US"), Cumberland Engineering Limited, a private company limited by shares in England and Wales with company number 3689882 ("Cumberland UK" and together with Cumberland US, the "Cumberland Entities") and Brown Plastics Machinery LLC, a Delaware limited liability company (the "Parent") (the Parent together with the Cumberland Entities are collectively referred to herein as, the "Sellers").

KNOW ALL PERSONS BY THESE PRESENTS, that the Cumberland Entities, pursuant to that certain Asset Purchase Agreement, dated the date hereof, by and among the Buyer, Cumberland Engineering Real Estate, LLC, a Delaware limited liability company, Cumberland Acquisition Limited, a private company limited by shares in England and Wales with company number 3821314 and the Sellers (the "Purchase Agreement"), and for good and valuable consideration, the receipt of which is hereby acknowledged, hereby sell, assign, transfer, set over, convey and deliver unto the Buyer, effective as of the close of business on the date hereof, free and clear of all Liens whatsoever other than the Permitted Liens, the Business as a going concern and all of the right, title and interest of the Cumberland Entities in and to all of the assets and property, tangible and intangible, except for the Excluded Assets (as defined below), owned or used by the Cumberland Entities in connection with the Business (the "Purchased Assets"). The Purchased Assets shall include but not be limited to the following items of Business:

- (i) all property, tangible or intangible, real, personal or mixed, including all machinery, equipment, supplies, furniture, furnishings, office equipment, tools, racks, displays, fixtures and other tangible personal property listed or described on Schedule 6.18A to the Purchase Agreement;
- (ii) all customer and supplier lists, sales data, catalogs, brochures, literature, forms, mailing lists, art work, photographs and advertising material of the Business, in whatever form or media;
- (iii) all inventory, work in process, raw materials, finished products, supplies, packaging, spare parts and shipping containers and materials of the Business;
- (iv) all accounts receivable of the Business;
- (v) all prepaid expenses, deposits and credits of the Business;

(vi) all telephone, telex, e-mail, Internet, post office box and other numbers and addresses used by the Cumberland Entities in connection with the Business;

(vii) the right to receive mail and other communications addressed to either of the Cumberland Entities and pertaining to the Business prior to the Closing (including, without limitation, mail and communications from customers, suppliers, distributors, agents and others);

(viii) all goodwill as a going concern of the Business and all other intangible properties of the Business;

(ix) all of the Cumberland Entities' rights under the Operating Agreements (excluding those described on Schedules 6.9 (other than the United Healthcare Plan) and 6.15 to the Purchase Agreement), and all other contracts, agreements, licenses, permits, arrangements, orders and commitments (including bids, proposals, quotes and other responses to solicitations) relating to the ownership of the Purchased Assets or the conduct of the Business, including any contracts for the purchase of raw materials, contracts for inventory, work-in-process and goods-in-transit, contracts for services and supplies, purchase orders, sales orders, warranties, distribution and sales representative arrangements, contracts or other arrangements pursuant to which the Cumberland Entities are entitled to use certain assets that are owned by a governmental entity or other third party in the conduct of the Business, and any options to purchase real or personal property (collectively the "Contracts");

(x) all rights to use the name "Cumberland" and any other trade names or trademarks previously used by either of the Cumberland Entities in connection with the Business, and any logo or mark, whether or not registered, used by either of the Cumberland Entities in connection with the Business except "Trafalgar House" and "John Brown";

(xi) all Intellectual Property;

(xii) to the extent assignable, all permits, approvals, qualifications and the like issued by any government or governmental unit, agency, board, body, or instrumentality, whether federal, state or local, of the Business and all applications therefor;

(xiii) all books and records relating to the Business, including all property records, personnel records, accounting records and all original applications and files and correspondence with the U.S. Patent and Trademark Office which relate to patent and trademark applications held by either of the Cumberland Entities and their agents; and

(xiv) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind in favor of either of the Cumberland Entities, and pertaining to, or arising out of, the Purchased Assets or offsetting any Assumed Liabilities.

Notwithstanding anything herein to the contrary, this Agreement shall not constitute an agreement to sell, convey, assign, transfer or deliver any interest in any instrument, commitment, contract, lease, permit or other agreement or arrangement or any claim, right or benefit arising thereunder or resulting therefrom, if a sale, conveyance, assignment, transfer or delivery or an attempt to make such a sale, conveyance, assignment, transfer or delivery without the authorization, approval, consent or waiver of a third party would constitute a breach or violation thereof or affect adversely the rights of the Cumberland Entities or the Buyer thereunder; and any sale, conveyance, assignment, transfer or delivery to the Buyer of any interest under any such instrument, commitment, contract, lease, permit or other agreement or arrangement that requires the authorization, approval, consent or waiver of a third party shall be made subject to such authorization, approval, consent or waiver being obtained. Except as set forth on Schedule 2.5 to the Purchase Agreement for which the Cumberland Entities shall use their reasonable best efforts, in the event that any such authorization, approval, consent or waiver is not obtained on or prior to the Closing Date, the Cumberland Entities shall use their reasonable efforts to obtain any such authorization, approval, consent or waiver upon request by the Buyer (provided that, in obtaining any such authorization, approval, consent or waiver, the Cumberland Entities shall not agree to any amendment, modification or supplement of any such instrument, commitment, contract, lease, permit or other agreement or arrangement, except with the Buyer's consent), and the Cumberland Entities shall, to the greatest extent permitted by law and any such agreement or instrument, commitment, contract, lease, permit or other agreement or arrangement (including by acting as an agent of the Buyer or its Affiliates), hold such instrument, commitment, contract, lease, permit or other agreement or arrangement or any claim, right or benefit arising thereunder or resulting therefrom in trust for the benefit of the Buyer and its Affiliates or otherwise for the exclusive use and benefit of the Buyer and its Affiliates such that the Buyer and its Affiliates receive the interest of the Cumberland Entities in the benefits therefrom until such time as such authorization, approval, consent or waiver is obtained. The Buyer shall perform, as a subcontractor or on a similar basis, the obligations under such instrument, commitment, contract, lease, permit or other agreement or arrangement at no additional cost to any Seller.

PROVIDED, HOWEVER, that the Purchased Assets shall not include the following assets and properties (collectively, the "Excluded Assets"):

- (i) cash and cash equivalents of the Cumberland Entities as of the Closing Date, including all bank accounts;
- (ii) the six (6) Leeson production machines, the Leeson inventory, all as more particularly set forth on Schedule 2.1(b)(ii) to the Purchase Agreement and the 550 sq. ft Cumberland Service Center located at Leeson's Burlington, North Carolina facility;
- (iii) those assets owned and used exclusively by Cumberland UK in connection with the operations of Brown Machine LLC, a Delaware limited liability company or Leeson Industries, LLC, a Delaware limited liability company and set forth on Schedule 2.1(b)(iii) to the Purchase Agreement;

(iv) all intercompany balances and accounts between a Cumberland Entity on the one hand and the Parent or any Affiliate of the Parent (other than such Cumberland Entity) on the other hand;

(v) Cumberland US's franchise as a limited liability company, its minute books, membership interest transfer records and similar records relating to its organization, existence or capitalization, and the membership interests of Cumberland US;

(vi) Cumberland UK's franchise as a private company limited, its minute books, share transfer records and similar records relating to its organization, existence or capitalization, and the shares of Cumberland UK;

(vii) the rights of the Sellers under this Agreement and the instruments and certificates delivered in connection with this Agreement;

(viii) any books, records, correspondence, other documents and litigation files and the right to receive mail and other communications addressed to the Cumberland Entities which, in each case, relate to the Retained Liabilities or the Excluded Assets (provided that, if any such items also relate to the Assumed Liabilities or the Purchased Assets, the Cumberland Entities shall receive only copies of such items which copies shall be certified by the Buyer as true, correct and complete copies of such documents upon the request of the Sellers);

(ix) all of the Cumberland Entities' rights under the Operating Agreements described on Schedules 6.9 (other than the United Healthcare Plan) and 6.15 to the Purchase Agreement;

(x) such licenses, permits or other certificates of authority which are not assignable;

(xi) any rights to receive refunds with respect to any and all Taxes paid by the Cumberland Entities in connection with the Business, including interest payable with respect thereto;

(xii) any rights under the Kvaerner Asset Purchase Agreement, as modified and supplemented by the Kvaerner Agreements; provided, however, that, at Buyer's written request, the Sellers will (i) use reasonable efforts to enforce and prosecute any indemnification or noncompetition rights they may have under the Kvaerner Agreements related to the Purchased Assets or the Business (except for any rights any Seller may have with respect to the Kvaerner Indemnity) and (ii) pay and deliver to the Buyer any recoveries under the Kvaerner Agreement for Losses incurred by the Buyer in connection with the Purchased Assets or the Business (except for any rights any Seller may have with respect to the Kvaerner Indemnity); provided that the Buyer shall reimburse the Sellers for all reasonable out-of-pocket expenses, including reasonable legal fees, incurred in connection with any such attempt to enforce and prosecute such rights.

(xiii) prepaid insurance premiums;

(xiv) all insurance policies of the Cumberland Entities obtained in connection with the Business and all rights of the Cumberland Entities under or arising out of such insurance policies, including rights to recoveries and rights to receive dividends, but excluding rights of Cumberland Entities to recoveries, if any, in satisfaction of any liability which related to the conduct of the Business prior to the Closing Date and which is assumed by Buyer pursuant to Section 2.2 of the Purchase Agreement;

(xv) all claims, counterclaims, causes of action, choses in actions, rights of recovery and rights of set-off of any kind in favor of the Cumberland Entities and pertaining to, or arising out of, any other Excluded Asset or offsetting any Retained Liability;

(xvi) those additional Excluded Assets set forth in Schedule 2.1(b)(xvi);

(xvii) the Kvaerner Indemnity; and

(xviii) the Facility.

TO HAVE AND TO HOLD, the entire right, title and interest of the Cumberland Entities in and to the Purchased Assets hereby sold, transferred, conveyed and assigned to the Buyer, its successors and assigns, to and for its and their own use and benefit forever.

To the extent provided for by the Purchase Agreement, upon the transfer of the Purchased Assets on the Closing Date, the Buyer hereby assumes and agrees to assume and discharge, when due, the following liabilities and obligations of the Cumberland Entities (the "Assumed Liabilities"):

(a) those liabilities of the Cumberland Entities, set forth on Schedule 2.2 to the Purchase Agreement, for accrued current liabilities (excluding income tax payables and accrued interest attributable to the indebtedness of the Cumberland Entities) and accounts payable relating to the Business, to the extent, and only to the extent, of the dollar amount reflected as a liability or reserve on the Closing Date Balance Sheet, as of the close of business on the Closing Date, remaining unpaid or unperformed as of the Closing Date;

(b) all liabilities and obligations of the Cumberland Entities arising after the Closing Date under any Contract which (i) is set forth in any Schedule to this Agreement (unless otherwise indicated thereon), (ii) because of temporal, dollar and other limitations set forth in this Agreement is not required to be set forth in any Schedule to this Agreement, or (iii) is otherwise specifically consented to in writing by the Buyer. Notwithstanding the foregoing unless and only to the extent reflected as a liability or reserve on the Closing Date Balance Sheet and included in the determination of Net Working Capital, the Buyer shall not assume any liabilities or obligations arising out of any breach by either of the Cumberland Entities of any provision of any contracts, leases, or other agreements assigned to the Buyer pursuant to Section 2.1 of the Purchase Agreement in accordance with the terms thereof prior to the Closing, or any liabilities or obligations

arising out of the transfer or assignment of any such contracts or agreements to the Buyer pursuant to the terms hereof, all of which shall be Retained Liabilities;

(c) any liabilities or obligations relating to warranty claims for products manufactured and/or sold by the Cumberland Entities in connection with the Business, regardless of when the products were manufactured or sold or when such claim was or is made;

(d) the liabilities and obligations of the Cumberland Entities in connection with Business with respect to any claims, grievances, lawsuits, arbitrations, administrative or other legal proceedings or investigations (collectively, "Claims") with respect to product liability relating to or arising out of any occurrence following the Closing Date resulting in property damage, death or personal injury regardless of when such Claim is made;

(e) those liabilities specified in Sections 10.7 and 10.14(e) of the Purchase Agreement.

The Buyer shall assume no debts, obligations, contracts, leases or liabilities of either of the Cumberland Entities (including without limitation, any liabilities of the Cumberland Entities arising out of the Kvaerner Acquisition), except for the Assumed Liabilities. The Cumberland Entities shall pay and be responsible for all debts, obligations, contracts, leases or liabilities of the Cumberland Entities which are not Assumed Liabilities (including without limitation, any liabilities of the Sellers arising out of the Kvaerner Acquisition) (the "Retained Liabilities").

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

This Agreement shall be governed by and construed in accordance with, the laws of the State of New York, without regard to such jurisdiction's conflicts of law principles.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each such counterpart may be executed by facsimile signature with only verbal confirmation, and when so executed and delivered shall be deemed an original and such counterpart(s) together shall constitute only one original.

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IN WITNESS WHEREOF, the parties have executed this Bill of Sale,
Assignment and Assumption Agreement as of the date first written above.

CUMBERLAND ACQUISITION
CORPORATION

By: William L. White
Name: William L. White
Title: Vice President

CUMBERLAND ENGINEERING LIMITED

By: _____
Name:
Title:

CUMBERLAND ENGINEERING LLC

By: _____
Name:
Title:

BROWN PLASTICS MACHINERY LLC

By: _____
Name:
Title: