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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDED TR		DEPARTMENT OF COMMERCE S. Patent and Trademark Office
Tab settings		102378954		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): KVAERNER U.S. INC. (Delaware)		2. Name and address of receiving party(ies) Name: Brown Plastics Machinery LLC Internal Address:		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other		Street Address: 100 Roddy Avenue S. Attleboro MA 02703 City: State: Zip:		
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other LLC - Delaware		
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 Asset Purchase Agreement *		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		
Execution Date: November 28, 1998 with closing date December 30, 1998				
4. Application number(s) or registration number(s): A. Trademark Application No.(s)		B. Trademark Registration No.(s) 2,140,354		
		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: Donald A. Gregory		6. Total number of applications and registrations involved: 1		
Internal Address: F8800.0612/T043		7. Total fee (37 CFR 3.41).....\$ 40.00 <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)		
Dickstein Shapiro Morin & Oshinsky LLP		8. Deposit account number: 04-1073		
Street Address: 2101 L Street, NW		(Attach duplicate copy of this page if paying by deposit account)		
City: Wash. State: DC Zip: 20037				
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>				
Donald A. Gregory (28,954)				2-26-03
Name of Person Signing		Signature		Date
*pp 1-2, 8-11, 15, 64		Total number of pages including cover sheet, attachments, and document:		

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

TRADEMARK REEL: 002681 FRAME: 0227

Trademark Registration No. 2,140,354

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

- (a) John Brown Plastics Machinery Limited
a limited liability company registered in England and Wales
- (b) Leesona
an unlimited liability company registered in England and Wales

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ASSET PURCHASE AGREEMENT

by and between

KVAERNER U.S. INC.,

JOHN BROWN PLASTICS MACHINERY LIMITED

and

LEESONA,

as Sellers,

and

BROWN PLASTICS MACHINERY LLC

as Buyer

November 28, 1998

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 28, 1998, is made and entered into by and among KVAERNER U.S. INC., a corporation organized under the laws of the State of Delaware ("KUS"), JOHN BROWN PLASTICS MACHINERY LIMITED, a limited liability company registered in England and Wales under company number 0080761 (the "English Company") and LEESONA, an unlimited liability company registered in England and Wales ("Leesona Company") (each of KUS, Leesona Company and the English Company, a "Seller" and collectively, "Sellers"); and BROWN PLASTICS MACHINERY LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer").

WHEREAS, Sellers are currently engaged in the design, manufacture, remanufacture, sale and service of plastics and/or textile machinery and auxiliary products through the following operating divisions (collectively, the "US Business"):

- (a) Brown Machine, which is a division of KUS and which manufactures plastic thermoforming equipment;
- (b) Cumberland Engineering, which is a division of KUS and the English Company and which produces size reduction equipment;
- (c) Beringer, which is a division of KUS and which manufactures auxiliary equipment used by plastics processors;
- (d) EPCO, which is a division of KUS and which remanufactures plastic injection molding, blow molding and die cast machinery; and
- (e) Leesona, which is operated as a division of KUS and through Leesona Company and which designs and manufactures specialized synthetic fiber winding machinery and spare parts;

WHEREAS, it is the intention of Sellers to transfer to Buyer the US Business by the transfer to Buyer of certain assets of Sellers relating to the US Business and the assumption by Buyer of certain liabilities of Sellers in relation thereto; and

WHEREAS, Sellers and Buyer have agreed that Sellers will sell and Buyer will purchase such assets and assume certain liabilities on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

"Year 2000 Compliant" has the meaning assigned to it in Section 3.30 of this Agreement.

ARTICLE II

SALE OF ASSETS AND CLOSING

2.01. Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Sellers shall, as applicable, at the Closing, sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Sellers free and clear of all Liens other than Permitted Liens, all of right, title and interest, as of the Closing Date, in and to all of the assets of Sellers related to, or used in conjunction with, the US Business (collectively, except for the Excluded Assets set forth in Section 2.02 hereof, the "Assets"), including, but not limited to:

- (a) All of the real properties owned by Sellers and used by Sellers in the operation of the US Business, all of which real properties are identified in Schedule 2.01(a) hereto (the "Owned Real Property");
- (b) All of the equipment, machinery, vehicles, furniture, fixtures, furnishings and leasehold improvements owned by Sellers and used by Sellers in the operation of the US Business, including, without limitation, those which are identified on Schedule 2.01(b) hereto;
- (c) The interests of Sellers in all real property leases to which Sellers are parties that are used in connection with the US Business, all of which leases are identified in Schedule 2.01(c) hereto (the "Leases");
- (d) The interests of Sellers in all personal property leases to which Sellers are parties that are used in connection with the operation of the US Business, including, without limitation, the leases identified in Schedule 2.01(d) hereto;
- (e) All interests of Sellers in all inventories of supplies, raw materials, parts, finished goods, work-in-process, product labels and packaging materials used in connection with the US Business and the interests of Sellers in all orders or contracts for the purchase of supplies, raw materials, parts, product labels and packaging materials used in connection with the US Business;
- (f) All interests of Sellers in all licenses, contracts or agreements with respect to the US Business to which Sellers are parties, including, without limitation, those identified in Schedule 2.03(b) as being assumed by Buyer;
- (g) All unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by Sellers in connection with the US Business in the ordinary course of business;

(h) All documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by Sellers and used in connection with the US Business, whether such properties are located on the business premises of Sellers or on the business premises of suppliers or customers of Sellers, including, without limitation, all software programs (including both source and object codes where available) and related documentation for software used in or developed for support of the US Business;

(i) All rights in patents, patent applications, trademarks, service marks, trade names, corporate names, copyrights, mask works, trade secrets or other intellectual property rights owned by, licensed to or otherwise controlled by Sellers and used in, developed for use in or necessary to the conduct of the US Business as now conducted or planned to be conducted including, without limitation, those set forth in Schedule 2.01(i) hereto and including the rights to institute or maintain any action or investigation for and to recover damages for any past infringement thereof or any actions of unfair competition relating thereto;

(j) The names listed in Schedule 2.01(j) hereto, together with any rights associated with such names or any right to use such names in all jurisdictions in which Sellers either currently use any such names or have any right to use any such names;

(k) All books, records and other documents and information of Sellers relating to the US Business, including, without limitation, all customer, prospect, dealer and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, commission records, correspondence, employee payroll and personnel records, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product catalogs and brochures;

(l) All accounts or notes receivable (excluding Intercompany Balances) that relate to the US Business;

(m) The current telephone listings of the US Business and the right to use the telephone numbers currently being used at the principal offices and other offices or facilities of the US Business;

(n) All permits, licenses and other governmental approvals held by Sellers with respect to the US Business, to the extent they are assignable;

(o) Any rights to recovery by a Seller (i) arising out of litigation with respect to the US Business that commences after the Closing Date, whether such litigation relates to an occurrence prior to, on or after the Closing Date and (ii) in respect of any counterclaim which may be asserted against any claimant in any action pursuant to which Buyer is liable;

(p) All prepaid expenses and deposits made by Sellers with respect to the US Business;

(q) All long-term investments of Sellers relating to the US Business; and

(r) Goodwill (including all goodwill associated with and symbolized by the names identified in Schedule 2.01(j) used as a trademark or service mark and all goodwill associated with and symbolized by any other trademark or service mark, trade name or corporate name used in the conduct of the US Business as now conducted), all related tangibles and intangibles which Sellers use in the conduct of the US Business, and all rights to continue to use the Assets in the conduct of a going business.

2.02. Excluded Assets. Notwithstanding the terms of Section 2.01, the following assets (collectively, the "Excluded Assets") shall be retained by Sellers (and/or their Affiliates) and shall not be sold, transferred or assigned to Buyer in connection with the purchase of the Assets:

(a) The Negri Bossi Business;

(b) All businesses, assets and properties of Sellers, other than the US Business;

(c) All cash and cash equivalents of Sellers, including all bank accounts of Sellers which constitute an asset of the US Business;

(d) All corporate certificates of authority and corporate minute books and the corporate stock records or registers of Sellers;

(e) Such licenses, permits or other certificates of authority which, by their terms, are nonassignable;

(f) Any rights to recovery by Sellers (i) arising out of litigation with respect to the US Business that is pending on the Closing Date, and (ii) in respect of any counterclaim which may be asserted against any claimant in any action pursuant to which Seller is liable;

(g) All insurance policies of Sellers obtained in connection with the US Business and all rights of Sellers under or arising out of such insurance policies, including rights to receive dividends, but excluding rights of Sellers to recoveries, if any, in satisfaction of any liability which relates to the conduct of the US Business prior to the Closing Date and which is assumed by Buyer pursuant to Section 2.03 hereof;

(h) Rights to receive refunds with respect to any and all taxes paid by Sellers in connection with the US Business, including interest payable with respect thereto;

(i) All rights to the name "Kvaerner," the name "John Brown," the name "Trafalgar House," the name "Negri Bossi," the logos of Kvaerner, John Brown, Trafalgar House and Negri Bossi, and any names or logos confusingly similar thereto;

(j) Rights to receive refunds with respect to any and all Harbor Maintenance Taxes paid by the US Business none of which shall be reflected on the Final Balance Sheet;

(k) All rights and interests in and to the Leesona Charitable Foundation none of which shall be reflected on the Final Balance Sheet;

(l) All rights and interests in respect of the pro forma tax assets of the US Business none of which shall be reflected on the Final Balance Sheet; and

(m) All Intercompany Balances.

2.03. Assumption of Liabilities. Buyer shall assume, pay, perform in accordance with their terms or otherwise satisfy, as of the Closing Date, the following (collectively, the "Assumed Liabilities"):

(a) All debts, liabilities and obligations of any nature of Sellers in respect of or related to the US Business, whether accrued, absolute, fixed or contingent, known or unknown, due or to become due, liquidated or unliquidated, quantified or unquantified, direct or indirect, asserted or unasserted, including, but not limited to, the liabilities of Sellers set forth in the Final Balance Sheet and Schedule 2.03(a) hereto, but excluding any liability or obligation in respect thereof that has been expressly retained by Sellers pursuant to Section 2.04;

(b) Sellers' obligations under the leases, agreements, contracts, arrangements and licenses described in Schedule 2.03(b) hereto (collectively, the "Contracts");

(c) The Environmental Liabilities to the extent set forth in Section 10.06;
and

(d) The liabilities and obligations of the US Business with respect to any claims, grievances, lawsuits, arbitrations, administrative or other legal proceedings or investigations 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 claim is made.

2.04. Retained Liabilities. Other than as set forth above in Section 2.03, (a) Sellers shall retain, and Buyer shall not assume (i) the liabilities and obligations of the US Business described on Schedule 2.04, (ii) the Environmental Liabilities to the extent set forth in

the delivery of such Acceptance Notice or the expiration of such thirty (30) day period, as the case may be, pay to Seller the difference; or

(ii) In the event Buyer delivers to Seller the Objection Notice referred to in Section 2.06(d), within two (2) business days after such delivery, (A) Buyer shall pay to Seller the amount, if any, by which the undisputed portion of the Purchase Price is greater than the Estimated Purchase Price or (B) Sellers shall pay to Buyer the amount, if any, by which the Estimated Purchase Price is greater than the undisputed portion of the Purchase Price. Within two (2) days after the resolution of any dispute by the parties or the Unrelated Accounting Firm relating to the Objection Notice, Sellers shall pay to Buyer, or Buyer shall pay to Sellers, as the case may be, the amount of any further adjustment required.

(c) Payments due to or from Buyer or Sellers, as the case may be, pursuant to Section 2.07(b) shall be made by certified or bank cashier's check, or, at the recipient's option, by wire transfer of immediately available funds and shall be accompanied by payment of an amount determined in the manner specified in Section 2.08(c).

(d) On the Closing Date, in consideration for Sellers retaining those liabilities set forth in Section 2.04(iii), Buyer shall also pay to Sellers US\$300,000 by wire transfer of immediately available funds to an account designated by Sellers.

2.08. Closing.

(a) The closing of the transactions contemplated by this Agreement ("Closing") will take place at the offices of Katten Muchin & Zavis, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60661 at 10:00 a.m. on December 21, 1998 (the "Closing Date"), or at such other place and on such other date as is mutually agreeable to Buyer and Sellers. The Closing will be effective as of 5:00 p.m. Eastern time on the Closing Date.

(b) Subject to the conditions set forth in this Agreement, the parties agree to consummate the following transactions on the Closing Date:

(i) Sellers shall assign and transfer to Buyer the Assets by execution and delivery to Buyer of a bill of sale in form and substance reasonably satisfactory to Buyer (the "Bill of Sale") and the deeds and other instruments of transfer described in Section 7.01;


(ii) the assignment to and assumption by Buyer of the Assumed Liabilities as contemplated by Section 2.03 shall be effected by the execution by Sellers and Buyer of an Assignment and Assumption

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

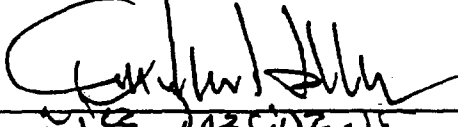
BROWN PLASTICS MACHINERY LLC

By: JB PLASTICS MACHINERY, LP
Its: Sole Member

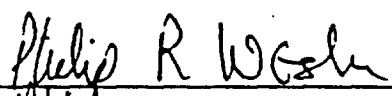
By: Plastics Machinery Management, Inc.,
an Illinois corporation
Its: General Partner'

By: 
Its: PRESIDENT

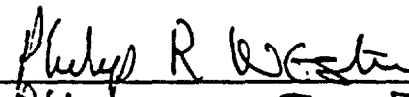
KVAERNER U.S. INC.

By: 
Its: VICE PRESIDENT

LEESONA COMPANY

By: 
Its: Attorney - In - Fact

JOHN BROWN PLASTICS MACHINERY LIMITED

By: 
Its: Attorney - In - Fact