

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uponor Aldyl Company		06/13/1991	PARTNERSHIP: OKLAHOMA

RECEIVING PARTY DATA	
Name:	Uponor B.V.
Street Address:	P.O. Box 1 5374 ZG
City:	Schaijk
State/Country:	NETHERLANDS
Postal Code:	5374 ZG
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	0781240	ALDYL

CORRESPONDENCE DATA	
Fax Number:	(719)634-2461
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-295-8187
Email:	mabell@hollandhart.com
Correspondent Name:	Matthew D. Abell
Address Line 1:	555 Seventeenth Street
Address Line 2:	Suite 3200
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	UPONOR/ALDYL 35338.0004
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	

OP \$40.00 0781240

Address Line 4:

NAME OF SUBMITTER:

Matthew D. Abell

Total Attachments: 7

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**TRADEMARK TRANSFER AGREEMENT**

This Trademark Transfer Agreement (the "Agreement") dated effective as of June 13, 1991, between Uponor Aldyl Company ("U.S. Purchaser") and Uponor B.V. ("Technology Purchaser").

WHEREAS, the U.S. Purchaser pursuant to that certain U.S. Asset Purchase Agreement dated as of February 27, 1991, as amended (the "U.S. Agreement"), is purchasing certain rights with respect to the Aldyl and other trademarks (the "American Trademark Rights").

In fact U.S. Purchaser and Technology Purchaser acknowledge that the American Trademark Rights likely should reside in Technology Purchaser (in as much as Technology Purchaser is acquiring all other worldwide rights to the Aldyl and other trademarks) but that time did not permit a change of closing documents to permit Technology Purchaser to acquire the American Trademark Rights. NOW THEREFORE the Parties hereto agree as follows:

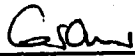
1. U.S. Purchaser agrees to convey the American Trademark Rights to Technology Purchaser and Technology Purchaser agrees to purchase the American Trademark Rights for the same consideration paid by U.S. Purchaser for the American Trademark Rights under the U.S. Agreement, [REDACTED] ("Consideration").
2. The purchase shall be effective as of June 14, 1991, at which date the title of the American Trademark Rights shall be transferred to Technology Purchaser.
3. Technology Purchaser shall pay the Consideration to U.S. Purchaser not later than on June 30, 1991. The payment may be made in cash or in kind by setting it off against Technology Purchaser's receivables from U.S. Purchaser.
4. U.S. Purchaser hereby transfers all rights it may have in relation to the American Trademark Rights pursuant to U.S. Agreement to Technology Purchaser but expressly disclaims any other liability for the American Trademark Rights.
5. The terms of the Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the Netherlands.

6. This Agreement has been executed in two (2) original counterparts one (1) to be retained by each party hereto.

Witness the execution hereof effective as of the date first hereinabove provided.

UPONOR ALDYL COMPANY

By: Uponor Aldyl Holding Inc.,  
general partner

By: 

Name: Kari Norbäck

Title: Director

UPONOR B.V.

By: 

Name: Holger Malmsten Bengt Rostedt

Title: Director Director

## U.S. ASSET PURCHASE AGREEMENT

THIS U.S. ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 27th day of February, 1991 (the "Execution Date") by and between E.I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation ("Seller"), and UPONOR ALDYL COMPANY, an Oklahoma general partnership ("Purchaser").

### RECITALS

A. Purchaser, and its affiliates, desire to acquire certain assets of Seller relating to the Aldyl® polyethylene gas piping and fittings systems manufacturing and marketing business and the polyethylene pipe electrofusion business (which businesses, together with all businesses and activities conducted by the Employees (as hereinafter defined) ancillary to such businesses, including, without limitation, all research, engineering, procurement, traffic, administration, accounting, employee relations, marketing, and other support services to the extent conducted by the Employees or the results of which activities are reflected in the financial information set forth on Schedule 4.3 hereto, are hereinafter collectively referred to as the "Business") of Seller and its wholly-owned subsidiaries Du Pont (U.K.) Limited, a company incorporated in England ("Du Pont (U.K.)"), and Du Pont Argentina, S.A., an Argentina sociedad anonima ("Du Pont Argentina").

B. Concurrent with the execution of this Agreement, Ludgate Number Fifteen Limited (whose name is being changed to Uponor Aldyl Limited), a company incorporated in England ("U.K. Purchaser") and an affiliate of Purchaser, and Du Pont (U.K.) have executed a U.K. Asset Purchase Agreement dated as of the Execution Date (the "U.K. Purchase Agreement") whereby U.K. Purchaser shall acquire certain assets related to the Business.

C. At or prior to Closing (as hereinafter defined), (i) Oy Uponor Ab and Neste Oy are expected to form a new Argentina sociedad anonima ("Argentina Purchaser"), and Argentina Purchaser and Du Pont Argentina are expected to execute an Argentina Asset Purchase Agreement (the "Argentina Purchase Agreement") whereby Argentina Purchaser shall acquire certain assets related to the Business; and (ii) Seller, Du Pont (U.K.) and Uponor N.V., a company organized under the laws of the Netherlands ("Technology Purchaser"), are expected to execute a Technology Purchase Agreement (the "Technology Purchase Agreement") dated as of the Execution Date, whereby Technology Purchaser shall acquire certain intellectual property related assets of the Business.

## AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1. "Access and Testing Agreement" shall mean an Access and Testing Agreement reasonably satisfactory to Purchaser and Seller, whereby Purchaser shall provide to Seller access to certain records, files and employees of Purchaser under certain circumstances.

1. "American Employees" and "American Employee" shall have the meanings set forth in Section 4.13.

1. "American Intellectual Property Rights" shall have the meaning set forth in Section 2.1(f).

1. "Anderson Stamatoff Patent" shall have the meaning set forth in Section 2.2(d).

1. "affiliate" shall mean with respect to a specified entity, an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the entity specified.

1. "Assets" shall have the meaning set forth in Section 2.1.

1. "Benefit Amount" shall have the meaning set forth in Section 10.3(b).

1. "CERCLA" shall have the meaning set forth in Section 4.11(b).

1. "Claim Notice" shall have the meaning set forth in Section 9.1(c).

1. "Claims" shall mean any and all damages, losses, liabilities, costs, expenses (including, without limitation, fees and disbursements of counsel, court costs, and expenses of investigation), claims, liens, or judgments.

Sec. 2.1

All of the foregoing personal property (save and except any property which is part of the Excluded Assets) is hereinafter referred to as the "Personal Property". The Personal Property shall include all equipment and supplies received by Seller on or before the Closing Date for which purchase orders have been issued by Seller in accordance with this Agreement.

(c) All inventories (the "Inventories"), existing as of the Closing Date, of (i) finished goods used in the Business and (ii) work-in-process and raw materials to be incorporated into finished goods of the type described in (i) of this subsection (c). The term "Inventories" shall exclude supplies, stores, and packaging materials.

(d) Seller's rights in and to the contracts, agreements, commitments and arrangements either (i) described or listed on Schedule 2.1(d) or (ii) (A) entered into by Seller in the ordinary course of the Business, (B) relating solely and exclusively to the Business, (C) the financial results of which (to the extent in effect during 1989 or 1990) are reflected in the financial information attached hereto as Schedule 4.3, and (D) the effects of which, taken as a whole, do not have a material adverse effect on the Business (as described in (i) and (ii) above, collectively, the "Contracts").

(e) All rights in and to all permits, licenses, authorizations, and approvals specific to and used exclusively in the Business which are required by any Governmental Entity in order for Seller to conduct the Business as presently conducted (as distinct from general corporate and other similar authorizations not specific to the Business, such as qualifications to transact business) to the extent transferable or assignable, including, without limitation, those listed on Schedule 2.1(e) (as listed on such schedule, the "Permits").

(f) To the extent the following are used exclusively in the portion of the Business conducted in the United States, Canada, Mexico, Central American as far south as and including Panama and the Caribbean countries ("North America"),

(i) all United States and foreign trademarks (including without limitation the trademark Aldyl®) and trademark applications, and all service marks and service mark applications, trade names, trade dress, copyrights, customer lists, marketing and customer information, mask works rights, and all technical documentation relating to any of the foregoing; and

(ii) all know-how, licenses, trade secrets, software, and confidential technical information;

including, without limitation, those listed on Schedule 2.1(f) (as listed on such schedule, the "American Intellectual Property Rights").

(g) All records, files, manufacturing procedures and records, business records and reports, information, research development reports and similar documents and information to the extent used exclusively in the portion of the Business conducted in North America.

(h) The term "Assets" shall include all additions and replacements to the Personal Property occurring, and all American Intellectual Property Rights, Contracts, and Permits arising or accruing to Seller or its affiliates, in the ordinary course of the Business and in accordance with this Agreement between the Execution Date and the Closing, and shall exclude all deletions, sales, or other disposals of Personal Property made in the ordinary course of business and in accordance with this Agreement between the Execution Date and the Closing.

2.2 Excluded Assets. The following assets of Seller shall be excluded from the transaction described by this Agreement and shall not constitute a portion of the Assets (the "Excluded Assets"):

(a) T [REDACTED]  
tr [REDACTED]  
for [REDACTED]

(b) All accounts receivable and cash relating to the Business;

(c) A [REDACTED]  
Ag [REDACTED]  
P [REDACTED]

(d) [REDACTED] of  
s [REDACTED]

(e) All other assets of Seller not included in the Assets.

2.3 Purchase Price. [REDACTED] price (the [REDACTED])  
[REDACTED]

(a) [REDACTED]  
[REDACTED]

(b) t [REDACTED] the Inventories calculated in accord  
with [REDACTED]



SCHEDULE 2.1(f)

TRADEMARKS

TRADEMARK LISTING - ALDYL

<u>Mark Name</u>	<u>Country</u>	<u>Goods</u>	<u>Class #</u>	<u>Req Number</u>	<u>Req Date</u>
ALDYL	CANADA	PIP-TUBG-LINES-COND	N	161532	03/07/1984
ALDYL	UNITED STATES	PIPE, TUBINGS, LINES AND CONDUIT, AND FITTINGS THEREFOR, MADE WHOLLY OR IN PART OF SYNTHETIC RESINOUS PLASTIC MATERIAL (U.S. CL. 13)	6	781240	12/08/1984

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