

12-13-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/21)



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

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2006 DEC 12 AM 11:06

TRADEMARKS ONLY

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.12.06

1. Name of conveying party(ies):

NOVA CHEMICALS, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) OCTOBER 16, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: POLYMER PRODUCTS COMPANY, INC.

Internal

Address: \_\_\_\_\_

Street Address: 100 STATION AVE.

City: STOCKERTOWN

State: PA

Country: USA Zip: 18083

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship PA

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2582968

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ZYNTAR

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: ROBERT JONES

Internal Address: \_\_\_\_\_

Street Address: PMC GROUP INC.  
1288 ROUTE 73 SOUTH; 4<sup>TH</sup> FLOOR

City: MT. LAUREL

State: NJ Zip: 08054

Phone Number: 856-533-1875

Fax Number: 856-533-1884

Email Address: rjones@pmc-group.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Robert Jones  
Signature

ROBERT JONES  
Name of Person Signing

12-8-06  
Date

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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REEL: 003451 FRAME: 0152

**ASSET PURCHASE AGREEMENT**

**ASSET PURCHASE AGREEMENT**, dated as of the 11<sup>th</sup> day of October, 2006 (the "Effective Date") by and between **NOVA CHEMICALS Inc.**, a Delaware corporation with principal place of business at 1550 Coraopolis Heights Road, Moon Township, Pennsylvania 15108 ("Seller"); and **POLYMER PRODUCTS COMPANY, INC.**, a Pennsylvania corporation, or any assigns, with a place of business at 100 Station Avenue, Stockertown, Pennsylvania 18083 ("Purchaser").

**WHEREAS**, Seller is engaged in the business of developing, manufacturing, marketing and selling Ignition-Resistant Solid Polystyrene, as hereinafter defined, and Other Compounded and Colored Solid Polystyrene products (collectively the "Products"); and

**WHEREAS**, Purchaser desires to purchase from Seller, and Seller is willing to sell to Purchaser, the specifications and formulations and other specific assets (as hereinafter defined in greater detail) related to the sale, marketing, and manufacturing of the Products manufactured at Seller's manufacturing facility at Chesapeake, Virginia (the "Chesapeake Facility"), on the terms and conditions hereinafter set forth; and

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

**ARTICLE I PURCHASE AND SALE OF ASSETS**

**1.01 Assets To Be Transferred.** Upon the terms and conditions set forth in this Agreement, at the Closing (as hereafter defined), Seller will sell, assign, transfer and convey to Purchaser and Purchaser will purchase and acquire from Seller, free and clear of all liens, claims and encumbrances, all of the following assets (collectively, the "Assets"):

**Records:** Customer lists, historical customer files, sales and records, reports, data, product specifications, inventory records, consignment records, sales plans, credit records of customers and all other documents and records in each case which relate exclusively or the extent they apply to the assets or the sales, marketing, or manufacturing of the Products;

**Assumed Contracts:** The contracts entered into by Seller, to the extent permitted by their respective terms or applicable law, for contract rights under the contracts for the sale of the Products produced at the Chesapeake Facility entered into by Seller, including but not limited to those listed in Schedule 1.01 (the "Assumed Contracts"); and

**Intellectual Property:** The formulations and specifications for the Products and related know how and process information listed in Schedule 1.01.

**Regulatory Registrations:** To the extent Seller is able to transfer to Purchaser, all applicable regulatory registrations for the Products including, but not limited to UL and CSA.

**1.02 Excluded Assets.** All assets of Seller not specifically included in the Included Assets (the "Excluded Assets") are specifically excluded from the sale and purchase pursuant to this Agreement, including but not limited to:

**Land:** All real property owned or leased by Seller.

**Excluded Equipment:** Any and all equipment, including railcars located at the Chesapeake Facility.

**1.03 Seller's Inventory.** In consideration of the purchase price and other covenants set forth herein Purchaser shall further have the exclusive right to purchase all Products or raw materials used to manufacture the Products owned by Seller at the date of Closing and related to the manufacture of the Products (the "Inventory") subject to the following:

- (a) The purchase price for the Inventory shall be at Seller's cost, Purchaser's variable raw material cost to reproduce the same product, or at an agreed price, whichever is lower. For the purpose of clarity, the Seller's cost will be determined in a method similar to that used by the Seller in arriving at the cost in Exhibit "A", except that the Seller's cost shall not include any freight costs. Risk of loss and title to the Inventory shall pass to Purchaser when the Inventory is delivered to the first carrier;
- (b) Purchaser may sell the Inventory from Seller's premises to the current customers of the Products and to new customers provided that Purchaser shall be responsible for freight and arranging for the transportation and delivery of the Inventory;
- (c) The Purchaser shall have no obligation to purchase any of the Inventory unless and until it has identified a buyer for said Inventory. However, the Purchaser will purchase the Seller's Inventory to satisfy any existing and future orders it receives for the Products or to satisfy any demand of raw materials resulting from manufacturing requirements of the Products, until such Inventory of the Seller that existed on the Closing Date is depleted;
- (d) The Purchaser shall not produce, without Seller's permission, except for trial and sample quantities a specific product that remains in the Seller's Inventory until it has depleted the Seller's stock of the specific product. Notwithstanding this paragraph 1.03, the Purchaser will not be required to deplete any Inventory which does not conform to its required specifications. In addition, once the Inventory of any specific product in the Seller's possession is reduced below a full truckload quantity, it will, for the purpose of this paragraph 1.03 be considered depleted
- (e) The Seller shall be responsible for the costs related to loading the Products onto the carrier at the Seller's storage location;
- (f) Seller shall hold Purchaser harmless and indemnify Purchaser for any product liability or defect related to the Inventory that is the fault of Seller and provided that all Inventory sold by Purchaser to a third party is sold by Purchaser pursuant to the terms and conditions attached hereto as Exhibit "B". This duty of indemnification is specifically limited to those Products manufactured by Seller prior to the Closing Date, and any Products sold to the Purchaser by the Seller, and excludes any products manufactured

directly by the Purchaser. Seller shall have control over the defense of any claims made pursuant to this section.

(g) Notwithstanding this paragraph 1.03, the Purchaser will not be required to deplete any Inventories of which the purchase price to the Purchaser is greater than its variable raw material costs to reproduce. If the Purchaser chooses to invoke this provision and chooses to produce such products, the Seller retains the right to sell such inventories to any customers that the Purchaser does not supply as a result of this clause.

(h) Notwithstanding the foregoing, if any of the Purchaser's obligations to supply under the Assumed Contracts require it to sell product at a cash margin below \$0.05 per pound, at the Purchaser's request, the Seller will assume the obligation to supply such products and volumes under the Assumed Contracts and indemnify the Purchaser from any liability under the same.

*1) Notwithstanding the foregoing sections of paragraph 1.03 Seller may dispose of or sell to any third party, any raw material inventory currently at Chesapeake not purchased by Purchaser on or before October 30, 2006. Purchaser shall have the right to match offer Seller receives for raw materials after Oct. 30, 2006.*

**1.04 Supply Agreement.** As further consideration for the purchase price, Seller and Purchaser shall enter into a separate and independent Supply Agreement (the "Supply Agreement") in accordance with the term sheet attached hereto as set Exhibit "C".

**1.05 Retained Assets and Liabilities.** The provisions of Paragraph 1.01 notwithstanding, Seller shall not sell or transfer to Purchaser, and Purchaser shall not purchase or accept from Seller, any of the Excluded Assets or Excluded Liabilities (as defined in Article II).

## **ARTICLE II EXCLUSION OF LIABILITIES**

**2.01 Excluded Liabilities.** Purchaser will not assume or be responsible for any liabilities, obligations, undertakings or commitments of Seller of any kind or character whatsoever, whether or not arising out of or relating to the sale of the Products prior to Closing, or any claims or demands based thereon or attributable thereto (whether accrued, absolute or contingent, whether known or unknown and regardless of the terms thereof or manner of assertion) and all such liabilities, obligations, undertakings and commitments and all such claims and demands shall remain the sole obligation and responsibility of Seller, including without limitation, the following:

- (a) United States, foreign, state or local income or similar taxes applicable to, imposed upon or arising out of the transfer to Purchaser of the Assets;
- (b) Liabilities, costs, obligations or expenses of Seller incurred in connection with this Agreement and the transactions contemplated herein;
- (c) Liabilities or obligations under any employment agreement, incentive compensation or bonus plan, collective bargaining agreement, employee benefit plan, pension plan or other obligation or other duty of Seller to any employees of Seller;
- (d) Liabilities or obligations arising out of or with respect to the discharge or termination of any employee by Seller at any time, or any liabilities and obligations relating to employee compensation and payroll deductions;

- (e) Liability or other claims of any description whatsoever relating to any services tendered with respect to or on account of Seller prior to Closing;
- (f) Liability arising out of any violation or an alleged violation by Seller prior to the Closing of any applicable federal, state, county, local or foreign government laws, decrees, rules or regulations;
- (g) Liabilities and obligations for federal, state, local, foreign and other governmental taxes imposed on or with respect to the gross or net income of Seller for all periods ended or ending on or prior to the Closing;
- (h) Liabilities arising out of Seller's breach, occurring prior to the Closing of the terms of any contracts or commitment;
- (i) Liabilities, debts or obligations arising out of Seller's conduct of its business prior to the Closing, including without limitation, any liability under the bulk sale or similar law, rule or regulation for the benefit of trade or commercial creditors or Seller.
- (j) Liabilities, debts or obligations of Seller for money borrowed under any loan, line of credit or lending facility (whether secured or unsecured, or currently outstanding), any note, loan agreement, security agreement, mortgage, deed of trust or other agreement, document or instrument to which Seller is a party or by which it or the Assets are bound or encumbered;
- (k) Liabilities, debts and obligations arising out of or relating to any transaction entered into by Seller prior to the Closing, any action or omission prior to the Closing and any state of facts or conditions existing prior to the Closing Date;
- (l) Any unasserted claim or assessment against Seller arising prior to the Closing.
- (m) With respect to any Assumed Contracts, Seller shall be responsible for the supply of any products that are not the subject matter of this Agreement.
- (n) For any Assumed Contracts, Seller shall be responsible for the payment of any rebate due to a customer as a result of the Seller's arrangements or Products sold by Seller prior to Closing. The amount due from Seller shall be equal to the total rebate due to the customer less the amount of the earned rebate per pound multiplied by the total pounds sold by the Purchaser between the date of Closing and the end of the rebate period. Purchaser shall be responsible for the payment of any rebate payable on products purchased from Purchaser after Closing under any arrangement with a customer including an assumed contract.

All of which are collectively referred to as the "Excluded Liabilities".

### ARTICLE III PURCHASE PRICE

**3.01 Purchase price.** In Consideration of the transfer and sale of the Assets by Seller to Purchaser, Purchaser shall pay to Seller the amount of One Hundred Thousand Dollars (\$100,000.00) in immediately available funds payable at the Closing (as herein defined).

**3.02 Allocation of Purchase Price.** Ten (10) days prior to the Closing Date, Seller and Purchaser shall prepare a schedule allocating the Purchase Price among the Assets. All applicable tax returns and other applicable reports to governmental agencies filed by Seller or Purchaser insofar as they involve an allocation of the Purchase Price pursuant to this Agreement shall be based upon and be consistent with the provisions of this Section 3.02.

### ARTICLE IV REPRESENTATION AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Purchaser, each of which is true and correct on the date hereof, and shall be true and correct as of the Closing Date. The representation set forth in this Article IV shall survive the Closing and the transactions contemplated hereby.

**4.01 Organization and Standing of Seller.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, and is qualified to transact business in all jurisdictions in which the nature of its business as presently conducted requires such qualification, except where the failure to qualify will not have a material adverse effect on the Seller, and has full corporate power and authority to carry on its business as it is now being conducted, to own, hold or occupy under lease or otherwise all of its property and assets and to perform and discharge all of its obligations and liabilities.

**4.02 Authority and Enforceability.** Seller has full and absolute power and authority and has obtained all approvals necessary to sell, transfer and convey the Assets and rights to purchaser free and clear of all liens, claims or encumbrances. The execution and delivery of this Agreement by Seller has been duly authorized by all necessary corporate action. This Agreement constitutes the valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws and equitable principles relating to or affecting the rights of creditors.

**4.03 No Violation.** The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement, will not result in or give rise to (i) any violation of any provision of the Certificate of Incorporation or By-laws of Seller; (ii) any default (or event which with notice or passage of time or both would constitute a default) or acceleration of any obligation under any indenture, trust, deed, loan agreement or other instrument relating to or evidencing indebtedness for monies borrowed by or credit available to Seller, (iii) any violation of any provision of any material lease, agreement, instrument, court order, arbitration award, judgment or decree to which Seller is a party or by which Seller, or its property is bound, (iv) a default (or event which with notice or passage of time or both would constitute a default) under or the acceleration of any obligation under any material contract, agreement, instrument or obligation relating to the Products to which Seller is a party.

**4.04 Consent and Authorizations.** Seller has obtained any and all consents and authorizations from any parents, necessary to complete the transaction contemplated by this Agreement including without limitation the transfer of all formulations set forth on Schedule 1.01. Any parent is fully aware and has approved this Agreement and the transaction contemplated herein. Seller is not required to obtain any further authorization, consent or approval from, or file any notice, report or other filing with, any other entity, governmental or regulatory authority or other person in connection with this Agreement or the consummation of the transactions contemplated by this Agreement which has not been obtained.

**4.05 Litigation and Claims.** Except as set forth in Schedule 4.10 hereto,

- (a) There is no action, suit, proceeding or claim by any person, any investigation by any governmental agency or instrumentality pending or, to the knowledge of the Seller, threatened against or involving Seller with respect to the Products. There is no outstanding judgment, order, writ, injunction or decree or to the knowledge of Seller, application, request or motion therefore, of any court, governmental agency or arbitration tribunal in a proceeding to which the Seller was or is a party or relating to the Products.
- (b) Without limiting the generality of the provisions of subparagraph (a) above, Seller has not received any notice of, and has no knowledge of any liability, claim, charge or assessment against Seller or the Assets relating to or arising out of any (i) unpaid tax or assessment; (ii) law, rule or regulation relating to the environment; (iii) patent, trademark, trade secret or other intellectual property; or (iv) product warranty or product liability claims.

**4.06 Material Contracts.**

- (a) Seller has provided to Purchaser with an opportunity to review true and correct copies of all contracts and commitments of Seller relating to the Products (the "Contracts"), which involve an annual expenditure by Seller of, or under which Seller has become absolutely or contingently liable for, more than \$100,000 ("Material Contracts").
- (b) Seller is not in default of, nor has Seller violated any, material terms under any of the Material Contracts and, to the best of Seller's knowledge, no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default under any Material Contract which individually or in the aggregate would have a material adverse effect upon the financial condition of the Seller.

**4.07 Undisclosed Liabilities.** There are no liabilities of the Seller with respect to the Products, whether accrued, absolute, contingent or otherwise, which have not been disclosed to Purchaser. Seller shall immediately notify Purchaser if any such liabilities should occur subsequent to the date of the Agreement. As of the date hereof, there are no circumstances, conditions, happenings, event or arrangements, contractual or otherwise, of which Seller has actual knowledge which could reasonably be expected to give rise to any such liabilities related to the Products.

**4.08 Full Disclosure.** The representations and warranties of Seller set forth in this Agreement do not contain any material misstatement of fact or omit to state a material fact necessary to make the statements contained therein, in the circumstances in which they were made, not misleading.

**4.09 Warranties Exclusive.** Purchaser acknowledges that the representations and warranties contained herein are the only representations and warranties given by the Seller and all other warranties, express or implies are disclaimed. WITHOUT LIMITING THE FOREGOING PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY CONCERNING ANY PROJECTIONS, ESTIMATES OR BUDGETS RELATING TO FUTURE REVENUES.

**4.10 Good Title to Assets.** Seller has good, valid, and marketable title and owns outright all of the Assets free and clear of any claims, liens, encumbrances or charge.

**4.11 Insurance Coverage.** Seller has maintained in full force and effect insurance policies covering the Products in amounts and types of risks for the Products that are consistent with Seller's past practice and all premiums necessary to maintain such insurance policies have been paid or accrued in full.

**ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser makes the following representations and warranties to Seller:

**5.01 Organization and Standing.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has full corporate power and authority to carry on its business and to perform all of its obligations under the agreements to which it is a party.

**5.02 Authority; No Violation.** Purchaser has full and absolute power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Purchaser and will not result in a violation of any provision of Purchaser's Certificate of Incorporation or By-laws, any provision of any material lease, agreement or instrument to which Purchaser is a party or by which it or its property is bound, or a default (or event which with notice or passage of time, or both, would constitute a default) under any material contract, agreement, instrument or obligation to which Purchaser is a party.

**5.03 Enforceability.** This Agreement constitutes the valid and binding obligation of Purchaser enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws relating to or affecting the rights of creditors.

**5.04 Consents and Authorizations.** Purchaser is not required to obtain any authorization, consent or approval form, or file any notice or report with, any governmental or regulatory authority or other person in connection with this Agreement or the consummation of the transactions contemplated by this Agreement.



**ARTICLE VI COVENANTS OF SELLER AND PURCHASER**

Seller and Purchaser hereby covenant and agree as follows:

**6.01 Operation in Usual Manner.** From and after the date of this Agreement until the Closing, except to the extent Purchaser consents in writing:

- (a) Seller will not sell, pledge, convey, transfer or encumber or enter into any agreement for the transfer or sale of the Assets, other than in the ordinary course of business.
- (b) Seller will not solicit or entertain any inquiries from or negotiate with any other party regarding the sale of the Assets.
- (c) Seller will use reasonable efforts to conduct the sales and marketing activities related to the Products in its usual and customary manner consistent with past practices and will use reasonable commercial efforts (without making any commitments on behalf of Purchaser) to preserve the goodwill of the related to the Products save that Purchaser acknowledges that Seller is closing its Chesapeake Facility and that this may impact the sale and marketing of the Products.
- (d) Seller will not enter into any contract or commitment, incur any liability or engage in any transaction relating to the sales and marketing activities related to the Products other than in the ordinary course of business and consistent with past practices, or which is reasonably necessary for the consummation of the transactions contemplated by this Agreement and then only with the prior written consent of Purchaser which consent shall not be unreasonably withheld provided that this Agreement shall in no way restrict or prevent the Seller from disposing of any of the Excluded Assets.
- (e) Seller will notify Purchaser promptly in writing of any claim, lawsuit, action or proceeding that may be asserted, commenced or threatened (where Seller has knowledge of such threat and has reason to believe that such threat is likely to result in any such action or proceeding) against Seller and affecting in any material respect the Products, or challenging or seeking to enjoin or restrict, or which could be expected to prevent or restrict, the consummation of the transactions contemplated by this Agreement.

**6.02 Access to Information.** From and after the date of this Agreement, Seller shall give Purchaser, its counsel, accountants and other representatives, full access during Seller's normal business hours, subject to reasonable security measures and reasonable prior notice, to all of the Assets and all books, records, agreements and commitments relating to the Assets, and shall furnish or cause to be furnished to Purchaser's representatives during such period all such information concerning the Assets as Purchaser may reasonably request; provided that Purchaser shall hold all such information in confidence (except that Purchaser may disclose such documents and information as required by law).

**6.03 Compliance with Laws.** Purchaser and Seller will comply with all material applicable laws, rules and regulations of any governmental entity, agency or instrumentality relating to the

Products or required to be complied with by it in the performance of this Agreement and for the consummation of the transactions contemplated by this Agreement.

**6.04 Corporate Action and Consents.** Seller and Purchaser will take all necessary corporate actions and will use reasonable efforts to obtain all governmental and other consents, approvals, notations, assignments and waivers required to be obtained by Seller and Purchaser for the consummation of the transactions contemplated in this Agreement.

**ARTICLE VII CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER**

The obligations of Purchaser to purchase the Assets and the other obligations of Purchaser to be discharged under this Agreement are subject to satisfaction of the following conditions at or prior to the Closing (unless expressly waived in writing by Purchaser at or prior to the Closing):

**7.01 Representations and Warranties.** The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects at and as of the Closing, with the same force and effect as though such representations and warranties had been made at and as of the Closing.

**7.02 Closing with Covenant.** All of the terms, covenants and conditions of this Agreement to be complied with and performed by Seller at or prior to Closing shall have been complied with and performed in all respects at or prior to the Closing.

**7.03 No Legal Action.** No action, suit, investigation or other proceeding relating to the transactions contemplated hereby shall have been instituted or threatened before any court or by any governmental body which seeks to refrain, enjoin or modify in any material respect the transactions contemplated hereby, or which seeks material damages or other material relief in connection therewith, and no law, rule or regulation shall have been enacted, issued or promulgated which creates a substantial risk that such transactions may be restrained, modified in a material respect, or adjudged illegal or invalid for any reason.

**7.04 Supply Agreement.** Seller shall have delivered the executed Supply Agreement to Purchaser.

**ARTICLE VIII CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligations of Seller to sell the Assets and the other obligations of Seller to be discharged under this Agreement are subject to satisfaction of the following conditions at or prior to Closing (unless expressly waived in writing by Seller at or prior to the Closing).

**8.01 Representations and Warranties.** The representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects at and as of the Closing, with the same force and effect as though such representations and warranties had been made at and as of the Closing.

**8.02 Compliance with Covenants.** All of the terms, covenants and conditions of this Agreement to be complied with and performed by Purchaser at or prior to closings shall have been complied with and performed in all respects at or prior to the Closing.

**8.03 No Legal Action.** No action, suit, investigation or other proceeding relating to the transactions contemplated hereby shall have been instituted or threatened before any court or by any governmental body which seeks to restrain, enjoin or modify in any material respect the transactions contemplated hereby, or which seeks material damages or other material relief in connection therewith, and on law, rule or regulation shall have been enacted, issued or promulgated which creates a substantial risk that such transactions may be restrained, modified in a material respect, or adjudged illegal or invalid for any reason.

**8.04 Supply Agreement.** Purchaser shall have executed the Supply Agreement.

**ARTICLE IX CLOSING**

**9.01 Closing Date.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place by exchange by facsimile of signed documents on or before October 16, 2006 (the "Closing Date"), or at such other time as the parties may mutually agree.

**9.02 Closing.** At the Closing, the following deliveries shall be made and the following actions shall be taken, each of which shall be deemed to have occurred and to have been taken simultaneously and none of which shall be deemed to have been completed until all such deliveries and actions shall have been completed.

(a) **Items to be delivered by Seller.** At the Closing, Seller shall deliver to Purchaser the following:

- (i) Bill of sale and other instruments of transfer as are necessary for the transfer and conveyance to Purchaser of the Assets.
- (ii) An originally executed copy of each approval, consent and authorization required to be obtained by Seller in connection with the transactions contemplated by this Agreement.
- (iii) The original Supply Agreement, duly executed by Seller, same to be executed by Purchaser at Closing.
- (iv) Such other documents, certificates and instruments as Purchaser may reasonably request.

(b) **Items to be Delivered by Purchaser.** At the closing, Purchaser shall deliver to the Seller the following:

- (i) \$100,000.00 in immediately available funds.

- (ii) An originally executed copy of each approval, consent and authorization required to be obtained by Purchaser in connection with the transaction contemplated by this Agreement;
- (iii) Such other documents, certificates and instruments as Seller may reasonably request.

**ARTICLE X INDEMNIFICATION**

**10.01 Indemnification.**

- (a) Seller shall indemnify and hold Purchaser (including its affiliates) and each of its officers, directors, employees, agents and representatives (each, a "Purchaser Party") harmless from and against any loss, cost, liability, expense or other damage (including without limitation, reasonable attorneys' fees and expenses) suffered by a Purchaser Party resulting from, arising out of, or incurred with respect to, or (in the case of claims asserted against any Purchaser Party by a third party) alleged to result from, arise out of or have been incurred with respect to (i) the breach or inaccuracy of any representation or warranty of Seller, or covenant or agreement of Seller contained in this Agreement; (ii) any liability, obligation, or covenant or agreement of Seller contained in this Agreement, (iii) Any action, suit, proceeding, claim, demand or assessment which any Purchaser party is required to defend in connection with any matter with respect to which an indemnification is given by Seller under this Section 10.01(a).
- (b) Purchaser shall indemnify and hold Seller harmless from and against any loss, cost, liability, expense or other damage (including without limitation, reasonable attorneys' fees and expenses) suffered by a Seller resulting from, arising out of, or incurred with respect to, or have been incurred with respect to the breach or inaccuracy of any representation or undertaking or commitment of Purchaser relating to the Assets arising after the Closing.

**10.02 Notice and Resolution of Claim.**

- (a) Each party entitled to indemnification under Section 10.01 (an "Indemnified Party") shall promptly give notice to each party obligated to indemnify such Indemnified Party under Section 10.01 (an "Indemnifying Party") after obtaining knowledge of any claim against the Indemnified Party as to which recovery may be sought against the Indemnifying Party under Section 10.01; Provided however, that the failure of the Indemnified Party to give such notice shall not release the Indemnifying Party of its obligations under this Article X, except to the extent that the Indemnified Party did not have actual notice of the claim. If such indemnity shall arise from the claim of a third party, the Indemnified Party shall permit the Indemnifying Party to assume the defense of any such claim or any litigation or administrative proceedings resulting from such claim, provided that the Indemnified Party may at its own expense elect to participate in such defense to the extent that it believes that such claim, litigation or administrative proceedings will materially affect its ongoing business.

- (b) If the Indemnifying Party assumes the defense of such claim or litigation or administrative proceedings, the obligations of the Indemnifying Party hereunder shall include taking all steps advisable in the opinion of its counsel in the defense or settlement of such claim, litigation or administrative proceeding and holding the Indemnified Party harmless from and against any and all losses, costs, expenses and other damages and liabilities (including without limitation reasonable attorneys' fees) caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such claim or litigation or administrative proceeding. Except with the written consent of the Indemnified Party, the Indemnifying Party shall not in the defense of such claim or litigation or administrative proceedings, consent to entry of any judgment or enter into any settlement, which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release form all liability in respect of such claim or litigation or administrative proceeding.

**10.03 Defense of Third-Party Claims.** The failure by the Indemnifying party to notify the Indemnified Party of its election to defend any such claim or litigation or administrative proceedings by a third party within thirty (30) days after notice thereof shall have been given to the Indemnifying Party shall be deemed a waiver by the Indemnifying Party of its right to defend such claim or litigation or administrative proceedings. If the Indemnifying Party shall not assume the defense of any such claim by a third party or litigation or administrative proceedings resulting therefrom, the Indemnified Party may defend against and settle such claim or litigation or administrative proceedings in such a manner as it may deem appropriate.

**10.04 Payment.** The Indemnifying Party shall pay directly all losses, liabilities, costs and expenses and other damages or shall promptly reimburse the Indemnified Party for any loss, liability, cost, expense or other damage incurred by the Indemnified Party that are the subject of an indemnification given under Section 10.01. The Indemnifying Party shall reimburse the Indemnified Party promptly upon demand for the amount of any judgment rendered or settlement entered into with respect to any claim by a third party, the defense of which was not assumed by the Indemnifying Party and, promptly upon demand, for all losses and expenses, legal or other wise, incurred by the Indemnified Party in connection with the defense against such claim or litigation or administrative proceedings.

**10.05 Limitation of Indemnification.**

- (a) Notwithstanding any other provision of this Article X,
- (i) No claim for indemnification shall be asserted under section 10.01 on account of any breach or inaccuracy of any representation or warranty of Seller more than two (2) years after the Closing Date.
  - (ii) The indemnification by the parties provided for this Article X shall be limited to losses up to, but not exceeding \$100,000.00.
- (b) The parties agree that the indemnification provided in this Article X shall constitute their sole and exclusive remedy for any claim or cause of action against each other, as the case may be, for money damages based upon or arising out of the matters set forth in Section 10.01. This provision shall not limit the parties' right for any remedy arising from claims

or causes of action of non-monetary damages or based upon or arising out of any breach by the parties or Article XI or the Agreement.

**10.06 Administration of Warranty Claims.** With respect to any warranty claims by third parties arising on or subsequent to the Closing Date relating to Products shipped by Seller prior to the Closing Date, Purchaser will (i) promptly report all such claims to Seller and provide Seller such information concerning them as Seller may reasonably request, (ii) administer and settle such claims in the ordinary course of Purchaser's business consistent with its past practice, and (iii) secure Seller's prior approval, such approval not to be unreasonably delayed or withheld, before resolving any such claim on a basis requiring Seller to pay in excess of \$5,000. In accordance with this Article X, Seller shall retain all liabilities and obligations associated with any warranty claim by a third party and shall reimburse Purchaser for its costs, internal and external, in administering and settling such claims.

**ARTICLE XI COVENANT NOT TO COMPETE**

**11.01 Non-Compete.** Seller agrees that from closing until October 31, 2007 Seller will not engage in the business of the manufacture, processing, sale or distribution of Defined Polymers (as hereinafter defined) in the United States, Canada or Mexico. Defined Polymers means; (a) post reactor compounded polystyrene products including general purpose high impact polystyrene compounded with halogenated compounds such that resulting product meets Underwriters Laboratories, UL-94 classification for vertical burn or; (b) polystyrene that has colorants or other materials compounded with fully reacted polystyrene to produce pellets, but does not include:

- i) any future reactor grade containing a non-halogenated compound;
- ii) any polystyrene grade where co-materials are mixed into the reactor immediately prior to the polystyrene reaction;
- iii) any polystyrene where dyes, colorants or additives are added to the polystyrene reaction process;
- iv) any polystyrene where colorants or tints are added in the process of making a finished product.

Notwithstanding the foregoing provisions of the Article XI, this Article XI shall not apply to a purchaser of all or any of the Seller who is engaged in the business of manufacturing, processing, selling, or distributing the Defined Polymers.

**ARTICLE XII TERMINATION OF THIS AGREEMENT**

**12.01 Termination.**

- (a) This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing (i) by mutual consent of Seller and Purchaser; (ii) by Purchaser if any of the conditions set forth in Article VII have not been fulfilled or have not been waived by Purchaser prior to the Closing, or upon any conditions set forth in Articles VII and

VIII that have not been fulfilled or have been waived by Seller prior to the Closing, or (iii) upon any material breach or default by purchaser of this Agreement.

- (b) In the event of termination of this Agreement as provided in this Article XII, written notice shall forthwith be given to the other party, and each party shall pay its own expenses incident to preparation for the consummation of this Agreement and the transactions contemplated hereunder; provided however, that if either party willfully fails or refuses to perform its obligations hereunder or to consummate the transactions contemplated by this Agreement, the defaulting party shall be required to reimburse the non-defaulting party immediately upon demand for all reasonable costs and expenses (including fees and disbursements of counsel) incurred by the non-defaulting party as a direct result of the default, and the non-defaulting party shall retain all other rights and remedies it may have at law or equity, including the right to specific performance.

### **ARTICLE XIII MISCELLANEOUS**

**13.01 Amendments.** This Agreement may be amended only by a written instrument executed by Seller and Purchaser.

**13.02 Expenses.** Seller and Purchaser shall pay their own fees and expenses incident to the negotiation, preparation and execution of this Agreement, including, without limitation, attorneys' and accounting fees, whether or not such transactions are consummated. Neither Purchaser nor Seller shall have any liability to the others for costs, expenses, loss of anticipated profits or otherwise or the transactions contemplated by this Agreement are terminated pursuant to the provisions of this Agreement in a manner which does not constitute a default hereunder.

**13.03 Broker.** Seller and Purchaser represent and warrant to the other party that no person, including without limitation any broker, finder, or investment banker, has brought the parties hereto together or initiated or been instrumental in completing the transactions contemplated by this Agreement for which a broker's or finder's fee is payable by Seller or Purchaser.

**13.04 Public Announcements.** Seller and Purchaser will issue joint press releases announcing this acquisition and will jointly contact all existing customers to inform them that Purchaser has acquired the Assets.

**13.05 Notices.** Any notice, request, instruction or other document to be given hereunder shall be in writing and delivered personally or sent by telecopy (with confirming copy) or first class mail, postage prepaid to:

<b>If Purchaser:</b>	PMC Group NA, Inc. Attn: Debtoah Chakrabarti, President 1288 Route 73 South, 4 <sup>th</sup> floor Mt. Laurel, NJ 08054 Telephone 856-533-1877 Facsimile 856-533-1867
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With a Copy to: Robert Jones  
1288 Route 73 South, 4<sup>th</sup> floor  
Mt. Laurel, NJ 08054  
Telephone 856-533-1875  
Facsimile 856-533-1884

If Seller: Office of General Counsel  
NOVA Chemicals Inc.  
1550 Corapolis Heights Road  
Moon Township, PA 15108

With a Copy to:

**13.06 Entire Agreement.** This Agreement embodies the entire agreement among the parties and supersedes without limitation all prior agreements, representations or warranties, whether written or oral, between the parties with respect to the subject matter hereof, and there have been and there are no agreements, representations, or warranties among the parties other than those set forth herein.

**13.07 Assignability; Third-Party Rights.** Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other parties, except that Purchaser may assign this Agreement without limitation to an affiliate of Purchaser. In the event of any such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, shall be deemed to confer upon any other person, any rights or remedies under or by reason of this Agreement.

**13.08 Further Documents and Assurances.** The parties agree to execute such other documents, to take such other actions and give such further assurances as may be reasonably necessary or desirable for a consummation of the transactions contemplated hereby and to carry out the terms and purposes of this Agreement.

**13.09 Governing Law.** This Agreement shall be governed by the internal laws of the State of New Jersey.

**13.10 Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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



**13.12 Transition.** Seller agrees to provide reasonable support and assist Purchaser as reasonably needed to facilitate the transition of the Assets. Such support and assistance shall include but may not be limited to product, process, sale and technical assistance. Any reasonable travel costs approved in advance by Purchaser that is incurred by Seller will be reimbursed by purchaser.

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed as of the day, month and year first above written.

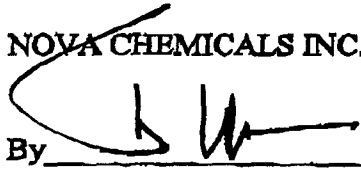
**SELLER**

NOVA CHEMICALS INC.

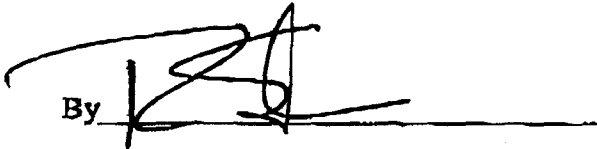
Attest:

\_\_\_\_\_

By



By



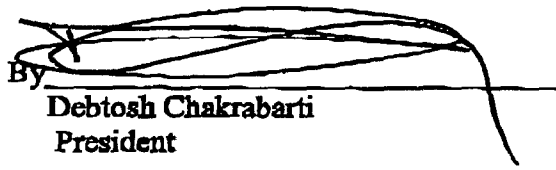
**PURCHASER**

POLYMER PRODUCTS CO. INC.

Attest:



By

  
Debtosh Chakrabarti  
President

**SCHEDULE 1.01**

**Assets**

Seller will sell, assign, transfer and exclusively convey to the Seller the following:

All assets, excluding tangible assets, used in its Ignition-Resistant Solid Polystyrene and Other Compounded and Colored Solid Polystyrene Business (the "Products"), but not limited to the Following:

- (a) The formulations, manufacturing information, specifications, literature, and other information required to manufacture and sell the Products
- (b) All regulatory approvals including UL and CSA registrations with respect to the Products.
- (c) Customer lists related to the Business as reflected on Schedule 1.01(a) attached to this Asset Purchase Agreement.
- (d) The rights to the trademarks and trade names limited to those products that relate to the Ignition-Resistant Solid Polystyrene and Other Compounded and Colored Solid Polystyrene Business being purchased hereunder.

SCHEDULE 1  
Terms and Conditions of Sale

- GENERAL.** Any and all sales of material ("Product") by NOVA Chemicals ("SELLER") shall be subject to all of the terms and conditions set forth below except to the extent such terms and conditions of sale are incompatible with the provisions that are contained in a written agreement between BUYER and SELLER that has been signed by a corporate officer of SELLER ("Written Agreement"). These Terms and Conditions of Sale shall take precedence over any differing terms in any other documentation of BUYER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER. No terms, conditions or representations other than those set out in these Terms and Conditions of Sale including, but not limited to terms, conditions or representations made by any employee, agent or representative of SELLER shall be binding on SELLER unless expressly agreed to in writing and signed by a corporate officer of SELLER. In the event that BUYER and SELLER have entered into a Written Agreement, these Terms and Conditions of Sale together with the Written Agreement shall constitute the entire agreement between BUYER and SELLER.
- PRICE AND PAYMENT TERMS.** The price for Product will be as specified in SELLER's invoice. If payment is not received by SELLER when due, any outstanding amount shall bear interest at the monthly rate of 1% (12.7% per year) payable on the first day of default and on the first day of every month thereafter until paid in full. BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees, incurred by SELLER in protecting or enforcing any of its rights under the Agreement. SELLER may, at its sole discretion, change any transportation term, any price change notification period, any pricing related provision any other commercial terms by delivering written notice (the "Change Notice") to BUYER. The Change Notice shall specify the change and the effective date of the change, which shall be no less than fifteen (15) days after the date of the Change Notice. No later than fifteen (15) days after the date of the Change Notice, BUYER shall deliver to SELLER written notice specifying whether BUYER accepts or rejects the change described in the Change Notice (the "Buyer Notice"). If BUYER does not deliver the Buyer Notice within such period, BUYER shall be conclusively deemed to accept the change as described in the Change Notice. If BUYER delivers within such period a Buyer Notice rejecting such change, SELLER shall, no later than ten (10) days after the date of delivery of Buyer Notice, deliver written notice to BUYER pursuant to which SELLER either withdraws the change or terminates any contract with BUYER for the sale of Product on or before the thirtieth (30th) day after the date of delivery of the BUYER Notice. The change specified in the Change Notice shall operate from its effective date until it is withdrawn, superseded by another change or the contract for the sale of Product is terminated. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER may establish from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of Product purchased hereunder.
- WARRANTIES.** The warranties described in this paragraph are in lieu of all other warranties. SELLER warrants that the Product supplied by SELLER to BUYER shall be in accordance with SELLER's standard manufacturing specifications, when delivered. SELLER warrants that all Product delivered in the United States under this Agreement will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. BUYER AND SELLER AGREE THAT SELLER DOES NOT MAKE OR INTEND, AND SELLER DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THAT SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THAT PURPOSE IS KNOWN TO SELLER. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, NOT SPECIFICALLY AGREED TO IN WRITING BY SELLER, ARE EXPRESSLY EXCLUDED.
- PRODUCT QUANTITY.** SELLER will not be required to deliver to BUYER a quantity of Product exceeding that specified in the Written Agreement or if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. If no monthly quantity is specified in the Written Agreement, SELLER may limit the quantity to be supplied in any month to the lesser of the total of the minimum annual volume divided by twelve or the average of the monthly quantities shipped during the expired months of the Written Agreement. SELLER's certified scale tickets shall determine the quantity of all bulk rail and truck shipments. SELLER reserves the right to deliver Product deviating from the specified weight or quantity by up to 1.8%. In the event that SELLER re-weights a truck or railcar at the request of BUYER, all costs of such re-weigh shall be paid by BUYER.
- DELIVERY.** Product will be delivered by SELLER when the Product is placed in the custody of the first carrier engaged to transport the Product. Title, together with the risks and benefits of ownership, including without limitation the risk of loss of Product, shall pass to BUYER when the Product is delivered to the BUYER. Each delivery shall be considered to be a separate and independent transaction. BUYER hereby grants to SELLER a purchase money security interest in and to the following currently existing or hereafter acquired personal property of BUYER (a) all Product in BUYER's inventory, and (b) all proceeds of Product, including, without limitation, all accounts, contract rights, cash and general intangibles arising from the sale or other disposition of the Product, and all payments under insurance (whether or not SELLER is a loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to Product or such proceeds thereof. BUYER authorizes SELLER to file such financing statements, continuations and amendments, and to do all such other acts, as in SELLER's judgment may be necessary or appropriate to establish, perfect, and maintain a valid and prior security interest in the collateral described above. BUYER will promptly load or unload Product at the Transportation Destination at its own risk and expense, including any damage or detention charges levied by SELLER or carrier. Delivery times or dates provided by SELLER are estimates for planning purposes only and these shall not be the essence and SELLER's liability for early, late or failure to deliver is expressly subject to the provisions of section 7 and section 8 of these Terms and Conditions of Sale. Upon arrival and placement of the railcar, bulk truck, or other transporting vehicle (the "Equipment") at the Transportation Destination, BUYER will be responsible for promptly unloading the Equipment in a manner that does not damage the Equipment, and for promptly releasing the Equipment empty and in a condition suitable for loading by SELLER. BUYER shall make no use of such Equipment other than BUYER may use, subject to any damage or detention charges, the Equipment for temporary storage of Product at the Transportation Destination only while promptly unloading. Without limiting the foregoing, BUYER shall not use such Equipment to transport or store any other products. At no time prior to the empty return to SELLER of any railcar used to deliver Product shall BUYER cause the railcar to be transported to any other location without the express prior written consent of SELLER. All movement or temporary storage of any such railcar shall be at the risk and expense of BUYER and BUYER shall indemnify and hold SELLER harmless from any claims, costs, expenses or damages arising from the unloading, movement, or temporary storage or other use of the railcar prior to its empty return to SELLER.
- TRANSPORTATION DESTINATION.** SELLER shall arrange for and pay for transportation of Product to the transportation destination specified in the bill of lading ("Transportation Destination").
- LIABILITIES - CLAIMS - INDEMNIFICATION.** BUYER shall inspect all Product before use or incorporation into any manufacturing or other process of BUYER, and BUYER assumes all risks incident to non-conforming Product. Delivery of Product to BUYER by SELLER in accordance with Section 5 of these Terms and Conditions of Sale shall be considered acceptance of same and a waiver by BUYER of claims with respect thereto, unless BUYER gives SELLER written notice of claim within thirty (30) days after the date such Product was delivered. SELLER'S TOTAL LIABILITY FOR PRODUCT SOLD HEREUNDER, WHETHER BASED ON CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL OR ADULTERABLE THEORY, WILL NOT EXCEED THE SELLING PRICE OF THE PRODUCT INVOLVED IN THE CLAIM AND NEITHER PARTY WILL BE LIABLE FOR ANY PROSPECTIVE PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. BUYER assumes all risk and responsibility for handling of the Product following delivery, for the results obtained by the use of the Product in a manufacturing process or otherwise, and for the results obtained by the use of the Product in combination with other substances, irrespective of the fact that such use or handling of Product is in accordance with any description, advice or suggestion of SELLER. The provisions of this section 7 will survive termination or performance of this transaction. BUYER will indemnify SELLER against any liability (whether direct or otherwise) for any claim, loss or expense, direct or indirect, on account of any injury, disease or death of any person (including BUYER's employees) or damage to property (including BUYER's) arising out of BUYER's transportation, storage, handling, sale, use in any manufacturing process or disposal of the Product.
- EXCUSES FOR NONPERFORMANCE.** Either SELLER or BUYER will be excused from the obligations hereunder to the extent that performance is delayed or prevented by any circumstances (except fraud), direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbances, floods, accidents, explosion, mechanical breakdown, strikes or other labour trouble, plant shutdowns, unavailability of or interference with the vessel means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, SELLER will be excused in the event it is unable to acquire from its usual sources on terms it deems to be reasonable, any material necessary for manufacturing the Product. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's production facilities, SELLER will not be obligated to change its supply point for BUYER, purchase Product for BUYER or to change the facility where Product is manufactured for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines to be reasonable. Quantities of Product consigned but not shipped will be deducted from any applicable remaining quantity obligation.
- RESPONSIBLE CARE.** BUYER and SELLER agree that they are each fully committed to the principles of Responsible Care. BUYER and SELLER acknowledge the importance of handling Product in a manner that will ensure the safety of people and the protection of the environment. During such periods as the Product is under their respective care, custody, or control, BUYER and SELLER agree they will each endeavor to use, handle, store, transport and dispose of the Product in accordance with all applicable laws, regulations and the Codes of Practice of the American Chemistry Council or the Canadian Chemical Producers' Association, as the case may be. BUYER and SELLER in either case, herein referred to as the "Notifying Party") shall have the right, but not the obligation, to suspend delivery or receipt of Product upon thirty (30) days prior written notice to the other Party (herein referred to as the "Receiving Party") if, in the Notifying Party's judgment, the Receiving Party is not complying with all such applicable laws, regulations and Codes of Practice. Delivery or receipt of Product will recommence at the time when the Notifying Party, in its sole judgment, is satisfied that the Receiving Party is in conformance with all such applicable laws, regulations and Codes of Practice. If the Receiving Party is unable or unwilling to conform to such requirements within ninety (90) days of receiving the Notifying Party's notice that it is suspending delivery or receipt of Product, the Notifying Party shall have the right, but not the obligation, to terminate any order for Product or any Written Agreement between SELLER and BUYER for the supply of Product.

<b>Polystyrene Supply Agreement Proposed Term Sheet Summary</b>	
<b>Term</b>	Closing until December 31, 2009
	Buyer: Purchaser Seller: NOVA Chemicals Inc.
<b>Volume</b>	Right of first refusal to 100% of Purchaser's polystyrene requirements for the compounding of the Products as such Products may be modified during the term of this agreement
<b>Take or Pay Volumes</b>	No minimum take or pay volumes
<b>Quality/Product</b>	Polystyrene shall meet NOVA Chemicals' standard manufacturing specification at delivery. List of active grades includes crystal and high impact polystyrene 1504, 3100, 5511, 1300, 6200, 5711 and 4410 and EPS sus 1994, and any other grades mutually agreed to.
<b>Price</b>	Pricing to be based on the market price of crystal and high impact polystyrene. Pricing for September 2006 is as follows for full railcar quantities (standard LTL and box up charges apply): 5511,5711, 6200, 4410 - 72 cpp 1300,1504, 3100 - 70 cpp eps sus 1994 - 60 cpp
<b>Payment Terms</b>	Month end summary billing Invoiced on the 5th day of the month following the month of delivery. Payment is due in 60 days terms and conditions subject to NOVA credit department approval
<b>Delivery Terms</b>	CPT (Incoterms 2000) Seller's plant; (Seller pays insurance cost. Pricing is delivered to Purchaser's site. Title would pass at the plant site Risk of loss passes to Purchaser when product delivered to first carrier All product to be delivered in hopper cars
<b>Other Terms</b>	Competitive Meet or Release Clause Agreement to be governed by Pennsylvania law; No assignment by Purchaser without consent; Principles of Responsible Care to apply; Customary terms and conditions including force majeure, limitations on liability and warranties, etc.

Prod	Plant Name	Material ID	Class	Material Description	Unit	Quantity	
2010	Chemicals	301743	Packed Bricks	700-200-1000 BLS	LBS	91,500	31,504
2011	Chemicals	301742	Packed Bricks	700-200-1000 BLS	LBS	6,200	31,527
2012	Chemicals	301741	Packed Bricks	700-200-1000 BLS	LBS	28,200	31,589
2013	Chemicals	301740	Packed Bricks	700-200-1000 BLS	LBS	48,200	31,639
2014	Chemicals	301739	Packed Bricks	700-200-1000 BLS	LBS	28,200	31,662
2015	Chemicals	301738	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,712
2016	Chemicals	301737	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,762
2017	Chemicals	301736	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,812
2018	Chemicals	301735	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,862
2019	Chemicals	301734	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,912
2020	Chemicals	301733	Packed Bricks	700-200-1000 BLS	LBS	49,200	31,962
2021	Chemicals	301732	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,012
2022	Chemicals	301731	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,062
2023	Chemicals	301730	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,112
2024	Chemicals	301729	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,162
2025	Chemicals	301728	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,212
2026	Chemicals	301727	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,262
2027	Chemicals	301726	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,312
2028	Chemicals	301725	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,362
2029	Chemicals	301724	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,412
2030	Chemicals	301723	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,462
2031	Chemicals	301722	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,512
2032	Chemicals	301721	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,562
2033	Chemicals	301720	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,612
2034	Chemicals	301719	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,662
2035	Chemicals	301718	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,712
2036	Chemicals	301717	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,762
2037	Chemicals	301716	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,812
2038	Chemicals	301715	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,862
2039	Chemicals	301714	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,912
2040	Chemicals	301713	Packed Bricks	700-200-1000 BLS	LBS	49,200	32,962
2041	Chemicals	301712	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,012
2042	Chemicals	301711	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,062
2043	Chemicals	301710	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,112
2044	Chemicals	301709	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,162
2045	Chemicals	301708	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,212
2046	Chemicals	301707	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,262
2047	Chemicals	301706	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,312
2048	Chemicals	301705	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,362
2049	Chemicals	301704	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,412
2050	Chemicals	301703	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,462
2051	Chemicals	301702	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,512
2052	Chemicals	301701	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,562
2053	Chemicals	301700	Packed Bricks	700-200-1000 BLS	LBS	49,200	33,612



**United States Patent and Trademark Office**

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**Typed Drawing**

**Word Mark** ZYNTAR  
**Goods and Services** IC 001. US 001 005 006 010 026 046. G & S: unprocessed ignition-resistant polymers for general industrial use. FIRST USE: 20020131. FIRST USE IN COMMERCE: 20020131

IC 017. US 001 005 012 013 035 050. G & S: semi-processed ignition-resistant polymers for general industrial use. FIRST USE: 20020131. FIRST USE IN COMMERCE: 20020131

**Mark Drawing Code** (1) TYPED DRAWING

**Design Search Code**

**Serial Number** 75813045  
**Filing Date** September 29, 1999  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** May 22, 2001  
**Registration Number** 2582968  
**Registration Date** June 18, 2002  
**Owner** (REGISTRANT) NOVA CHEMICALS INC. CORPORATION DELAWARE 1550 CORAOPOLIS HEIGHTS ROAD MOON TOWNSHIP PENNSYLVANIA 15108  
**Attorney of Record** SABRINA C STAVISH  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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**BILL OF SALE**

This Bill of Sale is executed as of this 16th day of October, 2006 by NOVA Chemicals Inc., a Delaware corporation ("Seller"), in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, dated October 11, 2006 (the "P&S Agreement"), between the Seller and Polymer Products Company, Inc., a Pennsylvania corporation ("Purchaser"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the P&S Agreement.

**INTENDING TO BE LEGALLY BOUND**, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, hereby grants, bargains, sells, conveys, transfers, assigns and delivers to Purchaser, to have and to hold the same, for itself its successors and assigns, forever, all of the Assets (other than the Assumed Contracts) which are owned by the Seller.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New Jersey, shall be binding upon the Seller, and its successors and assigns, and shall inure to the benefit of Purchaser, and its successors and assigns.

Nothing contained herein shall be deemed to alter or amend the terms and provisions of the P&S Agreement, and in the event of any conflict between the terms and provisions of this Bill of Sale and the P&S Agreement, the terms and provisions of the P&S Agreement shall govern and control. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instruments.

**IN WITNESS WHEREOF**, the Seller has caused this Bill of Sale to be duly executed and delivered as of the date first above written.

NOVA Chemicals Inc.

By: 

Name: ANTONIO TORRES

Title: VP BUSINESS DEV.

By: 

Name: AL ALAYON

Title: VP, FINANCE