

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ULTRA-TECH PLASTICS, INC.
1680 Nussbaum Pky.
Mansfield, OH 44906

- Individual(s)
- General Partnership
- Corporation - Ohio
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 13, 1998

2. Name and address of receiving party(ies)

Name: TYCO GROUP S.A.R.L.
Internal Address: 6th Floor

Street Address: Boulevard Royal 26
City: Luxembourg Country: LU Zip: L-2449

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Luxembourg
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1949164

Additional number(s) attached Yes No

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

Name: Moser IP Law Group

Internal Address: _____

Street Address: 1040 Broad Street
2nd Floor

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3562

DO NOT USE THIS SPACE

9. Signature.

Ann M. LaFeir, Reg. No. 57,868
Name of Person Signing

Ann M. LaFeir
Signature

1/25/07
Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$40.00 503562 1949164

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 13th day of August, 1998, by and between ULTRA-TECH PLASTICS, INC., an Ohio corporation ("Seller"), ARMIN PLASTICS, INC., a Delaware corporation ("Purchaser"), and TYCO GROUP S.A.R.L., a Luxembourg company ("Tyco Group").

WITNESSETH; That

WHEREAS, Seller is engaged in the design, manufacture and marketing of blown co-extruded products (the "Business");

WHEREAS, Seller wishes to sell and transfer to Purchaser substantially all of the assets, properties and business of the Business, pursuant to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Purchaser wishes to acquire the assets, properties and business of the Business, and to assume only certain liabilities of Seller relating to the Business (except that the intellectual property rights and associated liabilities relating to the Business will be acquired by Tyco Group), pursuant to and in accordance with the terms and conditions of this Agreement.

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

ARTICLE 1. SALE AND PURCHASE OF ASSETS.

1. Sale and Purchase of Assets.

1.1 Purchased Assets.

Subject to the terms, conditions and exclusions set forth in this Agreement, Seller will sell to Purchaser, and Purchaser will purchase, acquire and accept from Seller, all of the assets, properties, rights and business of the Business of every type and description, real, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the books and records of Seller, including cash (collectively, the "Purchased Assets") (except for the Intellectual Property Rights, as defined in clause (a) below, which shall be purchased by Tyco Group), as the same shall exist on the Closing Date, as described in Section 9.1 hereof, including, without limitation, the following:

JAN 26 2002 10:37 PM FR TXCO LEGAL

603 778 7700 01141526330299 P.16

- (a) all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), service marks, trade names, brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned by or licensed to Seller relating to the Business and all of the goodwill associated with the foregoing (collectively, the "Intellectual Property Rights"), certain of which are set forth in Schedule I.1(a) attached hereto and made a part hereof;
- (b) all inventories of Seller relating to the Business, including, without limitation, finished goods, work-in process, raw materials, supplies and other materials (collectively, the "Inventory"), as such Inventory (determined in accordance with Section 2.4 hereof) exists on the Closing Date;
- (c) except as otherwise provided in Section 6.4 hereof, all business records, books, models, tracings, price sheets, films, slides, art work and printing plates, tool drawings, plans, designs, blueprints, computer software (object code, and, to the extent transferable, source code) data and the like in the possession of or used by Seller relating to the Business, including, without limitation, customer files, correspondence with customers and account histories, sales literature and promotional or other material pertaining to products designed, manufactured or sold by or for the Business, material relating to the purchase of materials, supplies and services, research and commercial data, records relating to the employees of the Business, consultants and contractors, credit information, catalogs, brochures and training and other manuals (collectively, the "Books and Records");
- (d) all of Seller's rights and interests under all contracts and commitments entered into, accepted, made or submitted by the Business for the sale of goods including, without limitation, those contracts and commitments specified in Schedule I.1(d) attached hereto and made a part hereof, and the rights and interests of Seller under any other contracts and commitments for the sale of goods entered into by Seller for the benefit of the Business in the ordinary course of business between the date of this Agreement and the Closing Date (collectively, the "Sales Orders");
- (e) all equipment, machinery, furniture, fixtures, vehicles, spare parts, dies, molds, tools, tooling and other items of tangible personal property owned by Seller for the benefit of the Business, including, without limitation, such items as are specified in Schedule I.1(e) attached hereto and made a part hereof (collectively, the "Equipment");
- (f) all of Seller's rights and interests under all unfilled purchase orders entered into by Seller for the purchase of goods or services for the benefit of the Business (collectively, the "Unfilled Purchase Orders"), which Unfilled Purchase Orders shall be set forth in Schedule A to be

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Agreement as of the day and year first above written.

ULTRA-TECH PLASTICS, INC.

By: [Signature]
Title: President/CEO

ARMIN PLASTICS, INC.

By: [Signature]
Title: President

TYCO GROUP S.A.R.L.

By: [Signature]
Title: General Manager

ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

List of Intellectual Property Rights

- 1. Trademark: LOADSTAR Reg. No. 1,947,050
- 2. Trademark: ULTRASTAR Reg. No. 1,949,164
- 3. Trademark: LOADSTAR Reg. No. 1,957,715
- 4. Trademark: ULTRATECH Reg. No. 1,949,163
- 5. Corporate Name Registration: ULTRA-TECH PLASTICS, INC.