

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Durel Corporation		09/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Rogers Corporation
Street Address:	One Technology Drive
City:	Rogers
State/Country:	CONNECTICUT
Postal Code:	06263
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	73766077	D
Serial Number:	74296663	PROTOLIGHT
Serial Number:	73633735	DUREL

CORRESPONDENCE DATA

Fax Number: (860)286-0115
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860-286-2929
 Email: TM@cantorcolburn.com
 Correspondent Name: Michelle P. Ciotola, Cantor Colburn LLP
 Address Line 1: 55 Griffin Road South
 Address Line 4: Bloomfield, CONNECTICUT 06002

ATTORNEY DOCKET NUMBER:	RGT-0102-A
NAME OF SUBMITTER:	Michelle P. Ciotola

CH \$90.00 73766077

Signature:	/Michelle P. Ciotola/
Date:	08/09/2007
Total Attachments: 8 source=Stock Purchase Agreement Scan_8-2-2007#page1.tif source=Stock Purchase Agreement Scan_8-2-2007#page2.tif source=Stock Purchase Agreement Scan_8-2-2007#page3.tif source=Stock Purchase Agreement Scan_8-2-2007#page4.tif source=Stock Purchase Agreement Scan_8-2-2007#page5.tif source=Stock Purchase Agreement Scan_8-2-2007#page6.tif source=Stock Purchase Agreement Scan_8-2-2007#page7.tif source=Stock Purchase Agreement Scan_8-2-2007#page8.tif	

September 30, 2003

STOCK PURCHASE AGREEMENT

among

3M Company,

3M Innovative Properties Company,

Durel Corporation

and

Rogers Corporation

regarding the acquisition of stock in

Durel Corporation

This STOCK PURCHASE AGREEMENT (the "Agreement") is made this 30th day of September, 2003, by and among 3M Company, a Delaware corporation, with its principal offices at 3M Center, St. Paul, Minnesota 55133 ("3M"), 3M Innovative Properties Company, a Delaware corporation, with its principal offices at 3M Center, St. Paul, Minnesota 55133 ("3M IPC") (3M and 3M IPC are referred to jointly and severally as "Seller"), Durel Corporation, a Delaware corporation with its principal place of business at 2225 West Chandler Boulevard, Chandler, Arizona 85224 ("Joint Venture Company"), and Rogers Corporation, a Massachusetts corporation, with its principal place of business at One Technology Drive, Rogers, Connecticut 06263 ("Purchaser").

The Purchaser, the Joint Venture Company, and the Seller are each referred to as a "Party" and, collectively, as the "Parties."

1. BACKGROUND

- (a) Purchaser and Seller's predecessor, Minnesota Mining and Manufacturing Company, and the Joint Venture Company originally entered into a Joint Venture Agreement on May 30, 1988, subsequently amended from time to time, ("JVA") for the purpose of creating a business enterprise for developing, manufacturing, and selling certain electroluminescent products.
- (b) Seller owns fifty percent (50%) of the issued and outstanding shares of the Joint Venture Company, Seller's ownership consisting of [REDACTED] such shares, each share having a par value of [REDACTED] (each a "Share" and, collectively, the "Shares"), and Purchaser owns the remaining fifty percent (50%) of the Joint Venture Company's shares.
- (c) Purchaser has expressed an interest to become the sole owner of the Joint Venture Company and Seller has expressed an interest to sell to Purchaser all of its Shares in the Joint Venture Company.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, each of the Parties agree to this Stock Purchase Agreement as follows.

2. DEFINITIONS

In this Agreement, the following terms and expressions shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of each of the terms and expressions defined):

"Act" shall mean the Securities Act of 1933, as amended.

"Acquired Business" shall have the meaning set forth in Section 7.1(b) hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with another person or entity. For purposes of this definition the

capacitively coupled AC electric field to give off light. The term "electroluminescent phosphors" does not include, for example, materials used in light emitting diodes (LEDs), including organic light emitting diodes (OLEDs), or photoluminescent materials. The Joint Venture Product Line does not include products into which the electroluminescent lamps, inverters or compositions like those sold by the Joint Venture Company are incorporated, such as time pieces, cellular phones, and automobile instrument panels.

"JVA" shall have the meaning set forth in Section 1(a) hereof.

"Laws" means any federal, state, local, and foreign law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, arbitration award, agency requirement, license or permit.

"Losses" or "Claims" shall have the meaning set forth in Section 9.2 hereof.

"Party" and "Parties" shall have the meanings set forth in the second introductory paragraph hereof.

"Patent License" shall have the meaning set forth in Section 7.3 hereof.

"Person" shall mean any individual, corporation, general or limited partnership, limited liability joint venture company, joint venture company, organization or other entity or governmental body.

"PLA" shall have the meaning set forth in Section 7.4 hereof.

"Principals" shall have the meaning set forth in Section 10.1 hereof.

"Purchase Price" shall have the meaning set forth in Section 3.2 hereof.

"Purchaser" shall have the meaning set forth in the introductory section hereof.

"Seller" shall have the meaning set forth in the introductory section hereof.

"Shares" shall have the meaning set forth in Section 1(b) hereof.

"Third Party Claim" shall have the meaning set forth in Section 9.4 hereof.

3. PURCHASE AND SALE OF SHARES

3.1. Sale and Purchase of Shares. On the date hereof ("Closing Date"), Seller has sold, assigned, transferred and delivered to Purchaser and Purchaser has purchased and accepted from Seller, all of Seller's right, title and interest in and to the Shares, representing all of Seller's equity interest in the Joint Venture Company. Seller has not been able to locate the original certificate representing the Shares, and therefore in connection with the consummation of this transaction, Seller has executed and delivered to Purchaser an Affidavit of Loss and Indemnity.

3.2. Purchase Price. In consideration for the aforementioned transfer and delivery to Purchaser of all of Seller's right, title, and interest in and to the Shares, Purchaser has paid to Seller the Purchase Price of [REDACTED] ("Purchase Price") in immediately available funds.

4. CLOSING

4.1. Closing. The sale and transfer of the Shares by Seller to Purchaser (the "Closing") is made effective as of 12:01 a.m. eastern time on the date hereof ("Closing Date").

4.2. Seller's Deliveries. At the Closing, Seller:

- (a) transferred all of its right, title and interest in and to the Shares to Purchaser; and
- (b) delivered to Purchaser statements of resignations of each director of the Joint Venture Company who represented Seller on the board of directors of the Joint Venture Company effective as of the Closing Date; and
- (c) delivered to Purchaser and the Joint Venture Company such other documents as were required to be delivered pursuant hereto.

4.3. Purchaser Deliveries. At the Closing, Purchaser:

- (a) transferred to Seller the Purchase Price by wire transfer in immediately available funds into the accounts designated by Seller prior to the Closing; and
- (b) delivered to Seller such other documents as were required to be delivered pursuant hereto.

5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby makes and agrees to the following representations and warranties to and for the benefit of Purchaser, each of which is made as of the Closing Date, and acknowledges that Purchaser has relied upon such representations and warranties in connection with the purchase of the Shares hereunder.

5.1. Organization. Seller is a corporation duly organized and validly existing under the laws of Delaware and has all power and authority to carry on its business as presently being conducted.

5.2. Capitalization. The Shares constitute all issued and outstanding shares of Seller in the Joint Venture Company owned by Seller. Seller owns and has title to the Shares, free and clear of all liens, claims, options, warrants, pre-emption rights, charges and other encumbrances.

5.3. Authorization, Execution and Delivery.

- (a) Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and each other document delivered in connection herewith and to perform all of its obligations hereunder.
- (b) The execution of this Agreement and each other document delivered in connection herewith by Seller and the performance by Seller of the transactions contemplated herein have been duly authorized and executed by all necessary corporate action on the part of Seller.
- (c) This Agreement and each other document delivered in connection herewith by Seller constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.4. No conflict, consents. The execution of this Agreement by Seller and each other document delivered in connection herewith by Seller does not and the consummation of the transactions contemplated hereby will not:

- (a) violate any law, regulation, order or judgment applicable to the Seller;
- (b) conflict with or result in any breach of any provision of the charter documents of Seller; or
- (c) require the Seller to obtain the approval or consent of any Person, firm or other entity.

5.5. Insolvency, Liquidation. Seller has not ceased payments of its debts or had an administrator or reorganizer appointed or is otherwise subject to, party to or otherwise affected by any action, request, decision or other measure under any law or statute relating to bankruptcy, receivership, liquidation or any event or procedure analogous thereto.

5.6. Litigation and Investigations.

- (a) There is no suit, administrative, arbitration or other legal proceedings or investigations by any Person pending or threatened against Seller that will affect the transaction contemplated by this Agreement, and there are no such suits or proceedings pending or threatened by Seller against any Person and, to Seller's knowledge, there are no circumstances likely to give rise to the same.
- (b) Seller is not or has not been subject to or is in default with respect to any court, administrative or arbitration order, judgment, injunction, decree or

(i) If to the Joint Venture Company, to:

[REDACTED]

with copies to:

[REDACTED]

and

[REDACTED]

or to such other person or address as the Joint Venture Company shall furnish in writing.

11.3 Assignment. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Purchaser may assign its rights and benefits under this Agreement (but not its obligations) to any Person which acquires either the shares of the Joint Venture Company or all or substantially all the assets of the Joint Venture Company. Except as set forth in the preceding sentence, neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the Parties without the prior written consent of the other Parties, except by operation of law.

11.4 Counterparts. This Agreement may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.5 Interpretation. The headings of the Sections and Subsections of this Agreement are inserted for convenience only and shall not constitute a part of or affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation."

11.6 Entire Agreement. This Agreement, including the Exhibits and Schedules to this Agreement, and the other documents and certificates delivered pursuant to the terms of this Agreement set forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any Party.

11.7 Amendment; Waiver. This Agreement may be amended only by a written instrument executed by Seller, Purchaser and the Joint Venture Company. Any failure of any Party to comply with any obligation, agreement or condition under this Agreement may only be waived in writing by the other Parties, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action against any breach of this Agreement or default by the other Parties shall constitute a waiver of such Party's right to enforce any provision of this Agreement or to take any such action.

11.8 Third Parties. Except as specifically set forth or referred to in this Agreement nothing in this Agreement expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

11.9 Additional Documents and Acts. After the Closing, each Party agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and necessary or appropriate to carry out all of the provisions of this Agreement, and to consummate all of the transactions contemplated by this Agreement including, without limitation, such documents as may be required to confirm the termination of any obligation Seller may have had prior to the Closing to guaranty indebtedness of the Joint Venture Company.

11.10 Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

11.11 No Causes of Action Against Individuals. No claims relating to the subject matter of this Agreement may be brought by any Party against any director, officer or employee of the other Party in his or her individual capacity.

11.12 No Presumption Regarding Drafting. The Parties acknowledge that they have reviewed this Agreement prior to its execution and that changes were made to this Agreement based upon their comments. If any disputes arise with respect to the interpretation of any provision of this Agreement, the provision shall be deemed to have been drafted by all of the Parties to it and shall not be construed against any Party on the basis that the Party was responsible for drafting that provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement, acting by their duly authorized agents, as of the date first above written.

SELLER:

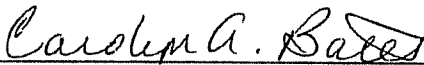
3M COMPANY

By: 

Printed Name: Steven J. Landwehr

Title: Executive Vice President

3M INNOVATIVE PROPERTIES
COMPANY

By: 

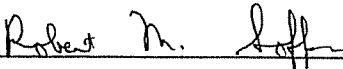
Printed Name: Carolyn A. Bates

Title: Secretary

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PURCHASER:

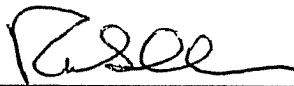
ROGERS CORPORATION

By: 

Printed Name: Robert M. Soffer

Title: Vice President and Secretary

JOINT VENTURE COMPANY:
DUREL CORPORATION

By: 

Printed Name: Robert A. Schneider

Title: Chief Financial Officer