

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Voidform International Ltd.		02/06/2008	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sonoco Products Company		
<b>Street Address:</b>	1 North Second Street		
<b>City:</b>	Hartsville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29550		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2399727	VF VOIDFORM INTERNATIONAL LTD.	
<b>CORRESPONDENCE DATA</b>			
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<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Harold J Fassnacht		
<b>Signature:</b>	/Harold J Fassnacht/		
<b>Date:</b>	07/22/2008		

OP \$40.00 2399727

Total Attachments: 9

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**ASSET PURCHASE AGREEMENT**  
**BETWEEN**  
**SONOCO PRODUCTS COMPANY**  
**AND**  
**VOIDFORM INTERNATIONAL LTD.**

FEBRUARY 6, 2008

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT entered into this 6<sup>th</sup> day of FEBRUARY, 2008, between **Sonoco Products Company**, a South Carolina corporation (hereinafter sometimes referred to as "Purchaser"), and **VoidForm International Ltd.**, a Manitoba, Canada corporation (hereinafter sometimes referred to as "Seller").

### WITNESSETH:

WHEREAS, Seller is in the business of providing corrugated paper void forms used in the construction of cast-in-place concrete foundations (the "Business"); and

WHEREAS, Purchaser desires to purchase and Seller desires to sell substantially all of the assets used by Seller in the Business.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the parties hereto agree as follows:

#### **I. DEFINITIONS.**

As used herein, the following terms shall have the following meanings unless the context otherwise requires:

1.1 "Accounts Receivable" shall mean all accounts and notes receivable and other claims for money due to the Seller arising from the rendering of services or the sale of goods or materials.

1.2 "Affiliates" shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries Controls or is controlled by, or is under common Control with, such person.

1.3 "Agreement" shall mean this Asset Purchase Agreement including the Schedules and Exhibits hereto, as originally executed and as subsequently amended from time to time in accordance with the provisions hereof.

1.4 "Agreement Termination Date" shall have the meaning assigned to such term in Section 7.1.

1.5 "Assets" shall have the meaning assigned to such term in Section 2.1.2.

1.6 "A/R List" shall have the meaning assigned to such term in Section 2.22.

1.7 "Assumed Liabilities" shall have the meaning assigned to such term in Section 2.5.

limitation, interest, penalties and additions) that are imposed by any relevant taxing authority; and "Tax" shall mean any one of them.

1.71 "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereto.

1.72 "Third Party Claim" shall have the meaning assigned to such term in Section 6.3.1.1.

1.73 "Transition Period" shall have the meaning assigned to such term in Section 2.23.

1.74 "Transition Services" shall have the meaning assigned to such term in Section 2.23.

## **II. COVENANTS AND UNDERTAKINGS.**

### **2.1 Purchase and Sale of Assets.**

2.1.1 Subject to the terms and conditions hereinafter set forth, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall purchase and assume from Seller, in consideration of the payment of the Purchase Price, the Assets, free and clear of all liens, claims, charges and encumbrances of any nature whatsoever, except for Permitted Liens.

2.1.2 The assets to be purchased hereunder (the "Assets") shall consist of the following, in each case owned by the Seller, in existence on the Closing Date wherever located, irrespective of whether actually in use on that date:

2.1.2.1 except as specifically provided in Section 2.1.3, all tangible personal property and fixtures of the Seller including, but not limited to, those items listed on Schedule 2.1.2.1, and all assignable warranties of third parties with respect thereto;

2.1.2.2 all inventories of raw materials, finished goods, work in progress, and spare parts and supplies of the Seller wherever located and in existence on the Closing Date ("Inventory");

2.1.2.3 all data and records related to the operations of the Business, including, without limitation, all lists of customers and suppliers and related customer and supplier records (wherever located) of the Business, manuals, price lists (either in hard copy form or by access to computer files), referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs and maintenance records, operating guides and manuals, financial and accounting records, creative

materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and copies of all personnel records, and all other documents of or relating to the Business);

2.1.2.4 all intangible rights and property, trademarks (including trade dress, etc.), trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, (including all rights to the name "VoidForm") product names, copyrights, copyright registrations, copyright applications, United States and foreign patent rights (including, without limitation, issued patents, applications, domain names, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates), maskworks and registrations and applications for registration thereof, licenses, processes, formulae, trade secrets, drawings, designs, inventions, whether patentable or unpatentable and whether or not reduced to practice, manufacturing and production processes and techniques, research and development information, financial, marketing, and business data, pricing and cost information, business and marketing plans, and know-how, including all rights to sue for past infringement (together with good will pertaining thereto) of the Seller including, but not limited to, those items listed on Schedule 2.1.2.4 attached hereto (the "Intellectual Property"); and

2.1.2.5 all Contracts assumed under Section 2.5, and all outstanding offers or solicitations made by or to Seller to enter into any prospective contract relating to the Business;

2.1.2.6 all claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or noncontingent;

2.1.2.7 the transferable Permits;

2.1.2.8 all insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Closing Date;

2.1.2.9 all rights of Seller relating to deposits and prepaid expenses of the Business, claims for refunds and rights to offset in respect thereof of the Business;

2.1.2.10 all prepaid and other current assets of the Seller not otherwise included under Section 2.1.3; and

2.1.2.11 all going concern value and goodwill of the Business.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any liability related to the Assets unless Purchaser expressly assumes that liability pursuant to Section 2.5.

2.1.3 The Assets shall not include cash and cash equivalents, negotiable instruments, Accounts Receivable, a 2005 Nissan Frontier (serial number 4TCSM11173HX88679),



any interest in a 2005 Porsche Carrera Coup (serial number WPOA2998SS115196), a 2005 Lexus SC430 (serial number JTHFN48Y750070856) and a Hyster E357 (serial number E114NO2303D0), the minute books, corporate seals, stock register and short-term investments, corporate charter of Seller, all claims for refund of Taxes which relate to the period prior to the Closing Date unless reflected in the calculation of Selected Current Assets, the shares of capital stock of Seller held in treasury, the rights of Seller under this Agreement and the agreements contemplated herein and any personnel records and other documents that Seller is required by applicable Law to retain (collectively, the "Excluded Assets").

## 2.2 Consideration.

2.2.1 **Payment at Closing.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Business and the Assets, the delivery and performance under the covenant not to compete or solicit business in Section 2.11, and in reliance upon the representations and warranties made herein by Seller, Purchaser shall pay to Seller, exclusive of all taxes, an amount equal to \$450,000 (the "Closing Purchase Price").

2.2.2 **Contingent Purchase Price.** Purchaser shall pay to Seller 2.5% of gross sales of products currently manufactured and sold by the Seller utilizing the Intellectual Property (or any inventions or technologies derived from the Intellectual Property) (the "Contingent Purchase Price Products") reduced by returns, discounts and other deductions in computing gross sales under GAAP (and excluding freight and Taxes) sold by the Purchaser and its Affiliates during the 3-year period beginning on the Date of Closing. Payment shall be made within 30 days after each June 30 and December 31 for the 6-month period ending on such date (or shorter period in the event of the first and last periods). Concurrent with each payment of the Contingent Purchase Price, Purchaser shall deliver a statement itemizing the Contingent Purchase Price Products sold during the 6-month period along with the actual sales price. Upon receipt of such statements, Seller shall have reasonable access to Purchaser's books and records to confirm the accuracy of such statements.

2.3 **Purchase Price Adjustment.** On or before Closing, the Purchaser and the Seller shall perform a joint physical count of the Inventory. The Inventory shall be valued pursuant to GAAP or otherwise consistent with Seller's policies applicable to the Financial Statements and Interim Financial Statements. Within thirty (30) days of the Closing, the Purchaser shall prepare and deliver to the Seller a statement showing Inventory of the Business ("Selected Current Assets") as of the Closing Date ("Selected Current Asset Statement") which shall be prepared on a basis pursuant to GAAP consistently applied. In the event the Seller does not object by written notice to the Purchaser to such Selected Current Asset Statement within thirty (30) days from receipt thereof by the Seller, the Selected Current Asset Statement shall be deemed accepted. If the Seller makes a timely objection to the Selected Current Asset Statement, the Seller and the Purchaser shall have ten (10) calendar days from receipt of such objection by Purchaser in which to reach agreement as to the Selected Current Asset Statement. If no agreement is reached in said ten (10) calendar day period, at the end of such period, Purchaser and the Seller shall appoint Grant Thornton to arbitrate the dispute and calculate the Selected Current Asset Statement. The determination shall be binding on the parties. The fees and expenses of Grant Thornton shall be paid equally by Purchaser and

Sonoco Products Company  
1 North Second Street  
Hartsville, South Carolina 29550  
Attn: President  
Fax: (843) 383-7478

with a copy to:

Haynsworth Sinkler & Boyd, P.A.  
1201 Main Street  
Suite 2200  
Capitol Center  
Columbia, SC 29201-3226  
Attn: William C. Boyd  
Fax: (803) 540-7878

3.3 **Amendment.** No supplement, modification or amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

3.4 **Waiver.** A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

3.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein and shall be treated in all respects as an Manitoba contract.

3.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Parties an original of the signed copy of this Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed the date first written above.

**SONOCO PRODUCTS COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Michael Rosenblat