

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Master Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Burn International, Inc.		05/24/2007	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JBI Holding SAS		
Street Address:	67 RUE DU DOCTEUR BLAIZOT		
City:	L'AIGLE CEDEX		
State/Country:	FRANCE		
Postal Code:	BP134		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1502813	LHERMITE	
Registration Number:	0561410	WIRE-O	
Registration Number:	0567002	WIRE-O	
Registration Number:	1255839	WIRE-O	
Registration Number:	1813691	UNICOIL	
Registration Number:	2334355	UNICOIL	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 638 6666		
Email:	trademark@jhip.com		
Correspondent Name:	George W. Lewis		
Address Line 1:	400 7th Street NW		
Address Line 4:	Washington, DELAWARE 20004		
ATTORNEY DOCKET NUMBER:	T37259US0		

OP \$165.00 1502813

DOMESTIC REPRESENTATIVE

Name: George W. Lewis
Address Line 1: 400 7th Street NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	George W. Lewis
Signature:	/george lewis/
Date:	08/18/2008

Total Attachments: 29

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MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is made this 24th day of May, 2007, and is by and among James Burn International, Inc., a Virginia corporation ("Seller"), and JBI Holding SAS, an entity organized and existing under the laws of France ("Purchaser").

Recitals

1. Seller manufactures and distributes mechanical binding systems, punching and binding equipment and related components and supplies (the "U.S. Business") from its manufacturing locations at 211 Cottage Street, Poughkeepsie, New York 12601 and 3015 Adriatic Court, Norcross, Georgia 30071 and its warehouse locations at 376 East Lies Road, Carol Stream, Illinois 60188 and 3388 South Garfield Avenue, Commerce, California 90040.

2. Seller owns all of the issued and outstanding capital stock or other equity interests in (a) James Burn International SAS, an entity organized and existing under the laws of France ("JBIFrance"), (b) James Burn Singapore Pte. Ltd., an entity organized and existing under the laws of Singapore ("JBISingapore"), (c) James Burn International Ltd., an entity organized and existing under the laws of the United Kingdom ("JBIBK"), and (d) JBI Mexico Interim Holdings, S. de R.L. de C.V., an entity organized and existing under the laws of Mexico ("JBIMexico").

3. JBIFrance manufactures and distributes mechanical binding systems, punching and binding equipment and related components and supplies (the "French Business") from its manufacturing location at 67, rue du Docteur Blaizot, BP 134, 61304 L'Aigle Cedex, France and its warehouse location at rue Jean-Baptiste Biot, building Safi, BP 134, 61304 L'Aigle Cedex, France.

4. JBISingapore markets and distributes mechanical binding systems, punching and binding equipment and related components and supplies (the "Singapore Business") from its office and warehouse location at 23 Tagora Lane, #04-28, Tagora 23 warehouse, Singapore.

5. JBIBK and JBIMexico presently are inactive.

6. Purchaser, either directly or through one or more affiliates or assigns, now desires to purchase substantially all of the assets of Seller, and Seller now desires to sell such assets, all as provided in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the Parties set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

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Handwritten signature and initials, possibly "GV", in the bottom right corner of the page.

Article 1 – Definitions

For purposes of this Agreement, the capitalized terms set forth below shall have the indicated meanings.

"Acquisition Documents" means this Agreement, the U.S. Purchase Agreement, the French Purchase Agreement, the Singapore Purchase Agreement and the other documents or agreements to be executed in connection herewith.

"Acquisition Proposal" means any proposal or offer from any Person other than Purchaser relating to any direct or indirect acquisition of all or any material part of the Assets or the stock of Seller, or any material part of the assets of JBI France or JBI Singapore, or any merger or consolidation of Seller, JBI France or JBI Singapore.

"Agreement" means this Master Purchase Agreement.

"Assets" means, collectively, the U.S. Assets and the Foreign Assets.

"BIG Receivable" shall have the meaning set forth in Section 8.2.

"Business" means, collectively, the U.S. Business, the French Business and the Singapore Business.

"Closing" shall have the meaning set forth in Section 4.1.

"Closing Date" shall have the meaning set forth in Section 4.1.

"Consent" means any consent, approval, authorization, clearance, exception, waiver or similar affirmation by any Person pursuant to any Contract, law, order or permit.

"Contract" means any written or oral agreement, arrangement, authorization, commitment, contract, indenture, instrument, lease, license, obligation, mortgage, plan, practice, restriction, understanding or undertaking of any kind or character, or other document to which a Person is a party or that is binding on such Person with respect to such Person's business or to which any of such Person's assets are subject, or pursuant to which such Person has the right to receive income with respect to its business or any of its assets on and after the Closing Date.

"Designated Assets" shall have the meaning provided in Section 2.2(a).

"Dividend" shall have the meaning provided in Section 8.3(a).

"First Note" shall have the meaning provided in Section 3.1(b).

"Foreign Assets" means, collectively, the Designated Assets, the JBI France Shares and the JBI Singapore Shares.

"Foreign Purchase Price" shall have the meaning provided in Section 3.1(b).

"French Business" shall have the meaning set forth in the Recitals to this Agreement.

"French Purchase Agreement" shall have the meaning provided in Section 2.3.

"Indemnification Claim" means a claim for indemnification under Article 14.

"Indemnatee" means a Person seeking indemnification under Article 14.

"Indemnitor" means the Party against whom indemnification is sought Article 14.

"JBI France" shall have the meaning set forth in the Recitals to this Agreement.

"JBI France Intercompany Payable" means the amount owing by Seller to JBI France in respect of goods shipped or products sold to Seller for resale in the U.S. Business.

"JBI France Promissory Note" means the promissory note dated January 24, 2005 in the original principal amount of \$1,000,000.00 payable by Seller to JBI France.

"JBI France Shares" shall have the meaning set forth in Section 2.3.

"JBI Mexico" shall have the meaning set forth in the Recitals to this Agreement.

"JBI Singapore" shall have the meaning set forth in the Recitals to this Agreement.

"JBI Singapore Shares" shall have the meaning set forth in Section 2.4.

"JBI UK" shall have the meaning set forth in the Recitals to this Agreement.

"Liability" means any liability, indebtedness, obligation, penalty, cost, expense, claim, deficiency, guaranty or endorsement of or by a Person of any type, secured or unsecured, whether accrued, absolute or contingent, direct or indirect, liquidated or unliquidated, matured or unmatured, known or unknown or otherwise.

"Lien" means any lien, mortgage, pledge, security interest, hypothecation, conditional sale agreement, title retention or other security arrangement in, on, against or with respect to any property or property interest.

"Loss" or "Losses" means any and all payments, obligations, recoveries, deficiencies, fines, penalties, interest, assessments, losses, damages, Liabilities, costs, expenses (including reasonable attorneys' fees and expenses necessary to enforce rights to indemnification hereunder) and interest on any amount payable to a Third Party as a result of the foregoing, but excluding incidental and consequential losses or damages (other than those paid to Third Parties) and any claims for lost profits or diminution in value.

"Material" or "material" for purposes of this Agreement shall be determined in light of the facts and circumstances of the matter in question; provided, that any specific monetary amount stated in this Agreement shall determine materiality in that instance.

"Material Adverse Effect" when used in connection with a Party means any change,

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event, violation, inaccuracy or circumstance the effect of which is both material and adverse to (a) the property, business, operations, assets (tangible and intangible), prospects or financial condition of such Party and its parent or subsidiaries, taken as a whole, or (b) the ability of such Party to perform any of its material obligations under this Agreement or the Acquisition Documents to which it is a party.

"Negotiation Period" shall have the meaning set forth in Section 14.3(c).

"Noncompetition Agreement" shall have the meaning set forth in Section 9.8.

"Notice Period" shall have the meaning set forth in Section 14.4(a).

"Ordinary Course of Business." An action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action (a) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person, (b) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature, and (c) is similar in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person.

"Party" means any party hereto and "Parties" means both parties hereto.

"Permitted Encumbrances" means (a) Liens for ad valorem taxes, assessments, materials or labor not yet due and payable, and (b) Liens arising out of or relating to the failure to obtain any Consent required to consummate the transactions contemplated by this Agreement, the necessity of which is disclosed by Seller on a Schedule but which is not obtained prior to Closing.

"Person" means a natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, limited liability partnership, trust, business association, group acting in concert, or any person acting in a representative capacity.

"Purchaser" shall have the meaning set forth in the preamble to this Agreement.

"Purchaser Indemnitees" means Purchaser and its officers, directors, stockholders, employees, agents and other Related Persons.

"Related Person" means, with respect to a specified Person, (i) any Person that holds an equity interest in such specified Person, (ii) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity), (iii) any Person in which such specified Person holds an equity interest, and (iv) any Person with respect to which such specified Person serves as a director, officer, partner, executor or trustee (or in a similar capacity).

"Second Note" shall have the meaning provided in Section 8.2.

"Seller" shall have the meaning set forth in the preamble to this Agreement.

"Seller Indemnitees" means Seller and its officers, directors, stockholders, employees, agents and other Related Persons.

"Singapore Business" shall have the meaning set forth in the Recitals to this Agreement.

"Spiral" shall have the meaning provided in Section 2.1(b).

"Third Party" means any Person other than a Party.

"Third Party Claim" means any litigation, action or claim instituted against an Indemnitee which, if prosecuted successfully, would be a matter for which the Indemnitee is entitled to indemnification under this Agreement.

"Transfer Taxes" means all sales, use, transfer and all other non-income taxes, and any fees incurred in connection with the purchase and sale of the Assets.

"U.S. Assets" shall have the meaning provided in Section 2.1(a).

"U.S. Business" shall have the meaning set forth in the Recitals of this Agreement.

"U.S. Purchase Agreement" shall have the meaning provided in Section 2.1(a).

"U.S. Purchase Price" shall have the meaning provided in Section 3.1(a).

Article 2 – Purchase and Sale of Assets

2.1 Purchase and Sale of Assets of U.S. Business.

(a) On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, the principal assets of Seller relating to or utilized in the U.S. Business, excluding the Designated Assets (the "U.S. Assets"), all as provided under the terms of the Asset Purchase Agreement attached as Exhibit A hereto (the "U.S. Purchase Agreement").

(b) In advance of the execution of this Agreement, Purchaser has indicated to Seller its desire to assign to James Burn USA, LLC, an affiliate of Spiral Binding Company, Inc. ("Spiral"), its rights to purchase the U.S. Assets. Seller has consented to such assignment and has entered into the U.S. Purchase Agreement directly with Spiral.

2.2 Purchase and Sale of Designated Assets.

(a) On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, those assets of Seller used in the U.S. Business that are specifically designated on Exhibit B hereto (the "Designated Assets"), all as more fully provided



in this Agreement.

(b) At the Closing, Purchaser may direct Seller to transfer and convey some or all of the Designated Assets to JBI France.

2.3 Purchase and Sale of Stock of JBI France. On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of the right, title and interest of Seller in and to all of the issued and outstanding shares of the capital stock of JBI France (the "JBI France Shares"), all as provided under the terms of the Share Purchase Agreement attached as Exhibit C hereto (the "French Purchase Agreement").

2.4 Purchase and Sale of Stock of JBI Singapore. On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of the right, title and interest of Seller in and to all of the issued and outstanding shares of the capital stock of JBI Singapore (the "JBI Singapore Shares"), all as provided under the terms of this Agreement.

Article 3 – Consideration

3.1 Purchase Price.

(a) The consideration for the U.S. Assets (the "U.S. Purchase Price") shall be (i) \$2,000,000.00, plus or minus the Adjustment Amount (as defined in the U.S. Purchase Agreement), if any, and (ii) the assumption of the Assumed Liabilities (as defined in the U.S. Purchase Agreement). The U.S. Purchase Price shall be paid at the time and in the manner required under the terms of the U.S. Purchase Agreement.

(b) The consideration for the Foreign Assets (the "Foreign Purchase Price") shall be \$6,000,000.00, payable as follows: (i) \$5,500,000.00, at Closing by wire transfer of immediately available funds to the professional trust account of Stites & Harbison, PLLC (which funds shall not be released to Seller until authorization by Purchaser's counsel); and (ii) \$500,000.00, by the execution and delivery by Purchaser at Closing of the promissory note in the form of Exhibit D hereto (the "First Note"). The First Note will be payable in twelve (12) equal monthly installments of principal, without interest, with the first payment due four months following the Closing Date.

3.2 Allocation. The U.S. Purchase Price shall be allocated in the manner specified in the U.S. Purchase Agreement. The Foreign Purchase Price shall be allocated: (a) \$330,000.00 to the Designated Assets, in the manner provided in Exhibit B hereto; (b) \$4,645,000.00 to the JBI France Shares; and (c) \$1,025,000.00 to the JBI Singapore Shares. After the Closing, the Parties shall make consistent use of the agreed upon allocation, fair market value and useful lives as determined for all tax purposes and in all filings, declarations, reports and returns submitted to any governmental authority. In any proceeding related to the determination of any tax, neither Purchaser nor Seller shall contend or represent that such allocation is in any way incorrect or inappropriate.

Article 4 – Closing

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4.1 Time and Place of Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall be held on June 1, 2007 at a place and time mutually convenient to the Parties (the date on which the Closing actually occurs is hereinafter referred to as the "Closing Date"). The Closing shall be effective as of 11:59 p.m. local time on the Closing Date.

4.2 Transactions Required at Closing. At the Closing, each of the following shall be delivered:

(a) Seller shall deliver to Purchaser the items set forth in Article 9. The documents and certificates to be delivered hereunder by or on behalf of Seller on the Closing Date shall be in form and substance reasonably satisfactory to Purchaser and its counsel.

(b) Purchaser shall: (i) make the \$5,500,000.00 payment to Seller required under Section 3.1(b); (ii) execute and deliver to Seller the First Promissory Note; and (iii) deliver to Seller the items set forth in Article 10. The documents and certificates to be delivered hereunder by or on behalf of Purchaser on the Closing Date shall be in form and substance reasonably satisfactory to Seller and its counsel.

(c) Seller and Spiral shall deliver to one another the documents and certificates and shall perform their respective obligations required under the terms of the U.S. Purchase Agreement

4.3 Interdependence of Transactions. All of transactions described in this Agreement, including without limitation those more fully described in the U.S. Purchase Agreement, are mutually dependant on one another, and it is anticipated that the closing under the U.S. Purchase Agreement will occur simultaneously with the Closing. Notwithstanding any provision of this Agreement to the contrary, neither Party shall be obligated to close and perform any of the transactions described in this Agreement unless and until the closing under the terms of the U.S. Purchase Agreement has occurred.

Article 5 - Representations and Warranties of Seller

Seller hereby represents and warrants to Purchaser as follows:

5.1 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has all necessary power and authority to conduct its business, to own, lease or operate its properties in the places where such business is conducted and such properties are owned, leased or operated.

5.2 Authority. Seller has full power and authority to enter into the Acquisition Documents to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of each of the Acquisition Documents to which it is a party have been duly and validly authorized and approved by all necessary action. Each of the Acquisition Documents to which Seller is a party is the legal, valid and binding obligation of Seller enforceable against it in accordance with its terms. Neither the execution and delivery by Seller of any of the Acquisition Documents to which it is a party nor

the consummation by Seller of the transactions contemplated thereby will (a) violate any provision of any of the organizational documents of Seller, (b) violate any provisions of law or any order of any court or any regulatory authority to which Seller is subject, or by which the Assets may be bound, or (c) result in the creation of any Lien upon any of the Assets.

5.3 Title to Assets; Liens. Seller has good, clear and marketable title to all of the Assets free and clear of all Liens other than as disclosed on Schedule 5.3, all of which shall be removed at or prior to Closing. At Closing, Seller shall convey to Purchaser good, clear and marketable title to the Assets free and clear of all Liens other than Permitted Encumbrances.

5.4 Intellectual Property. All fees and charges required to maintain the patents and trademarks listed on Schedule 1 to Exhibit B hereto that are finally due and payable prior to the Closing Date have been paid in full.

5.5 Ownership of JBI France Shares. Seller is the record and beneficial owner of all of the JBI France Shares. No Person other than Seller has any interest in any equity securities or other securities of JBI France. There are no Contracts relating to the issuance, sale or transfer of the JBI France Shares or any other equity securities or other securities of JBI France, and no Person has any right to purchase or otherwise acquire any of the JBI France Shares or any other equity securities or other securities of JBI France.

5.6 JBI Singapore Shares. Seller is the record and beneficial owner of all of the JBI Singapore Shares. No Person other than Seller has any interest in any equity securities or other securities of JBI Singapore. There are no Contracts relating to the issuance, sale or transfer of the JBI Singapore Shares or any other equity securities or other securities of JBI Singapore, and no Person has any right to purchase or otherwise acquire any of the JBI Singapore Shares or any other equity securities or other securities of JBI Singapore.

5.7 Subsidiaries; Joint Ventures. Other than as indicated in the Recitals to this Agreement, Seller has no ownership interest in any business venture or entity. Other than as expressly provided in this Agreement, no shares of any corporation or any ownership or other investment interest, either of record, beneficially or equitably, in any association, partnership, joint venture or other legal entity are included in the Assets.

5.8 Governmental Approval and Consents. Other than as described in Schedule 5.7, no Consent, approval or authorization of or declaration, filing or registration with any regulatory authority is required in connection with the execution, delivery and performance by Seller of this Agreement or the consummation of the transactions contemplated hereby.

5.9 Litigation. There are no actions, suits, investigations or proceedings pending in any court or by or before any governmental agency affecting or relating to the Assets or the Business as now or heretofore conducted by Seller, and to the knowledge of the Seller there is no litigation, proceeding, claim, grievance or controversy threatened against Seller with regard to or affecting the Assets or the Business as now or heretofore conducted by Seller. There is no action, suit, proceeding or investigation which is pending or to the knowledge of Seller threatened which questions the validity or propriety of this Agreement or any action taken or to be taken by Seller in connection with this Agreement. Seller is not subject to any judicial injunction or mandate or any quasi-judicial

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order or quasi-judicial restriction directed to or against it as a result of its ownership of the Assets or its conduct of the Business as now or heretofore conducted by it and no governmental agency has at any time challenged or questioned in writing or otherwise the legal right of Seller to conduct the Business or any part thereof as now or heretofore conducted.

5.10 Brokers and Finders. Seller has engaged Seale & Associates, Inc. in connection with the transactions contemplated by this Agreement, and Seller shall pay all fees and expenses due to Seale & Associates, Inc. arising out of that engagement. Other than the foregoing, Neither Seller nor any Related Person of Seller has incurred any obligation or Liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the transactions contemplated by this Agreement.

Article 6 - Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Seller as follows:

6.1 Organization and Qualification. Purchaser is a joint stock company duly organized, validly existing and in good standing under the laws of France and has all necessary power and authority to conduct its business, to own, lease or operate its properties in the places where such business is conducted and such properties are owned, leased or operated.

6.2 Authority. Purchaser has full power and authority to enter into each of the Acquisition Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of each of the Acquisition Documents to which Purchaser is a party have been duly and validly authorized and approved by all necessary action on the part of Purchaser. Each of the Acquisition Documents to which Purchaser is a party are the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms. Neither the execution and delivery by Purchaser of any of the Acquisition Documents to which Purchaser is a party nor the consummation by Purchaser of the transactions contemplated hereby or thereby will (a) violate any provision of Purchaser's organizational documents, or (b) violate any provisions of law or any order of any court or any regulatory authority to which Purchaser is subject, or by which its assets or properties are bound.

6.3 Governmental Approval and Consents. Other than as described in Schedule 5.7, no Consent, approval or authorization of or declaration, filing or registration with any regulatory authority is required in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation of the transactions contemplated hereby.

6.4 Brokers and Finders. Neither Purchaser nor any Related Person of Purchaser has incurred any Liability to any party for any brokerage fees, agent's commissions or finder's fees in connection with the transactions contemplated by the Acquisition Documents.

Article 7 - Covenants of Seller

Seller covenants and agrees with Purchaser as follows:

7.1 Access and Information. From the date hereof to the Closing Date and during

normal business hours, Seller shall afford to Purchaser, its lenders, counsel, accountants and other representatives, reasonable access to the offices, properties, books, contracts, commitments, records, vendors and customers of Seller, JBI France and JBI Singapore, insofar as the same relate to the Business and the Assets, and shall furnish such Persons with all information (including financial and operating data) concerning the Business and the Assets as they reasonably may request. Requests for such information shall be coordinated with Seller's designated representatives, and Seller shall use its best efforts to assist Purchaser, its lenders, counsel, accountants and other representatives in their examination.

7.2 Conduct of Business Prior to Closing. From the date hereof to the Closing Date, and except to the extent that Purchaser shall otherwise consent in writing, Seller shall:

- (a) operate the Business substantially as previously operated and only in the regular and Ordinary Course of Business consistent with past practices;
- (b) maintain the Assets in their present order and condition, reasonable wear and use excepted, and deliver the Assets on the Closing Date in such condition, and maintain all policies of insurance covering the Assets in amounts and on terms substantially equivalent to those in effect on the date hereof;
- (c) take all steps reasonably necessary to maintain Seller's rights in and to the Assets;
- (d) collect all accounts receivable and pay all accounts payable and accrued liabilities in accordance with past practice and in the Ordinary Course of Business;
- (e) not incur any material Liability or dispose of any Assets without the prior consent of Purchaser;
- (f) Not enter into any contract or commitment for sales or purchases for a duration of more than thirty (30) days;
- (g) not materially increase the indebtedness of JBI France and JBI Singapore;
- (h) comply with all laws applicable to the conduct of the Business where the failure to so comply would have a Material Adverse Effect on the Business or the Assets;
- (i) maintain the books and records in the usual, regular and ordinary manner on a basis consistent with past practices, and prepare and file all tax returns and amendments thereto required to be filed by Seller after taking into account any extensions of time granted by any taxing authorities;
- (j) use best efforts to preserve the goodwill and patronage of the customers, employees and suppliers of the Business and others having a business relationship with Seller; and
- (k) cause JBI France and JBI Singapore to comply with the foregoing subparagraphs (a) through (j).



7.3 Other Transactions. Seller shall deal exclusively and in good faith with Purchaser with regard to the sale of the Assets to Purchaser and will not, and will direct their respective Related Persons, financial advisors, accountants, agents and counsel not to (a) solicit submission of any Acquisition Proposals, or (b) enter into any agreement or understanding, whether in writing or, if legally binding, oral, that would have the effect of preventing the consummation of the transactions contemplated by this Agreement. If, notwithstanding the foregoing, Seller or its Related Persons, representatives or agents should receive any Acquisition Proposal or any inquiry regarding any such proposal from a Third Party, such Persons shall promptly inform Purchaser and its counsel in writing of the facts and terms thereof.

7.4 Consents. Seller shall use its reasonable best efforts (but shall not be required to pay any fee, deposit, charge or other amount, other than as required under the terms of any applicable Contract) to obtain prior to the Closing all Consents that, in the reasonable judgment of Purchaser, are necessary or appropriate for the transfer or assignment of each of the Assets and the Business and the consummation of the transactions contemplated hereby; provided, that, Purchaser shall be ultimately responsible to obtain any Consent required to consummate the transactions contemplated by this Agreement.

Article 8 - Mutual Covenants

8.1 Further Mutual Covenants. Purchaser and Seller shall each take all actions contemplated by this Agreement, and, subject to Purchaser's and Seller's, as applicable, right to terminate this Agreement pursuant to Section 13.1, do all things reasonably necessary to effect the consummation of the transactions contemplated by this Agreement. Except as otherwise provided in this Agreement, Purchaser and Seller shall each refrain from knowingly taking or failing to take any action which would render any of the representations or warranties contained in Articles 5 and 6, as applicable, of this Agreement in any material respect inaccurate as of the Closing Date. Each Party shall promptly notify the other Party of any action, suit or proceeding that shall be instituted or threatened against such Party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement.

8.2 Transfer of BIG Receivable. Bulgarian Investment Group is indebted to Seller (as assignee of JBI UK) in the amount of €227,801.14 in connection with the sale by JBI UK of certain items of machinery and equipment (the "BIG Receivable"). On the Closing Date, immediately prior to Closing, Seller shall cause the transfer and assignment of the BIG Receivable to JBI France, and Seller shall further cause JBI France to execute and deliver to Seller promissory note in the principal amount of \$310,083.00 (the "Second Note"). The Second Note will be payable in twelve (12) equal monthly installments of principal, without interest, with the first payment due four months following the Closing Date. The Second Note will be in the form of Exhibit E hereto.

8.3 Dividend From JBI France Prior to Closing.

(a) Prior to the Closing Date, Seller shall cause JBI France to make a one-time distribution of earnings to Seller in an amount determined in accordance with Section 8.3(b) (the "Dividend"). The Dividend will not be paid in cash; instead, the Dividend will be effected through reduction of the amount due from Seller to JBI France under the terms of the JBI France

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Promissory Note and in connection with the JBI France Intercompany Payable. The Dividend will be applied first against amounts due from Seller under the JBI Promissory Note, and the remaining amount will be applied to reduce the JBI France Intercompany Payable. Seller shall pay all income, withholding and other taxes payable in connection with the Dividend.

(b) It is the intention of the Parties that the declaration and application of the Dividend as provided in Section 8.3(a) will pay in full the amount of €1,725,884.00 due from Seller to JBI France under the terms of the Agreement Relating to the Settlement and Set Off of Reciprocal Receivables between Seller and JBI France dated May 1, 2007.

(c) Except for the Dividend, Seller shall not be entitled to any dividend or distribution of profits from JBI France or JBI Singapore.

8.4 Management Fees.

(a) Seller has issued to JBI France a credit memorandum in the amount of \$257,291.00 to retroactively adjust the balance of management fees payable by JBI France to Seller as of March 31, 2007, with the result that a credit balance in favor of JBI France as of that date was created. The amount of the credit balance has been applied against the JBI France Intercompany Payable, with the result that the balance of the management fees payable by JBI France as of March 31, 2007 has been established at zero and with the further result that the balance of the JBI France Intercompany Payable as of March 31, 2007 has been reduced. Seller has charged a fixed and definitive management fee to JBI France in the amount of \$24,000.00 for each of the months April and May 2007, and Purchaser shall cause JBI France to pay such amounts in full no later than ninety (90) days following the Closing Date.

(b) Seller shall not charge JBI Singapore for any management fees with respect to any period after March 31, 2007. Seller shall not make any adjustment to any management fee charged to JBI Singapore for periods prior to March 31, 2007. As of March 31, 2007, the balance of management fees payable by JBI Singapore to Seller was \$81,250.00, and Purchaser shall cause JBI Singapore to pay such amount in full no later than ninety (90) days following the Closing Date.

8.5 Release of Certain Intercompany Claims.

(a) At or prior to the Closing, Seller shall execute and deliver to each of JBI France and JBI Singapore an unconditional release of any and all claims that Seller has or might have against JBI France and JBI Singapore, respectively, and such release shall be in form and substance satisfactory to counsel for Purchaser; provided, that, such release shall not include and shall not affect the rights and claims of Seller with respect to the obligations of JBI France (i) to pay the management fees described in Section 8.4(a), and (ii) under the terms of the Second Note, and the obligations of JBI Singapore to pay the management fees described in Section 8.4(b).

(b) At or prior to the Closing, Seller shall cause JBI France and JBI Singapore to execute and deliver to Seller an unconditional release of any and all claims that JBI France and JBI Singapore have or might have against Seller and its Related Persons, and such release shall be in form and substance satisfactory to Seller and its counsel. Without limiting the

generality of the foregoing, the release of JBI France shall release Seller of any then remaining obligations to JBI France under the terms of the JBI France Promissory Note and in connection with the JBI France Intercompany Payable. Notwithstanding the foregoing, JBI France shall not release Seller for the part of the JBI France Intercompany Payable that is to be assumed by Spiral under the terms of the U.S. Purchase Agreement, which is that amount that, as of the Closing Date and in the Ordinary Course of Business (i) the aggregate amount thereof does not exceed \$340,000, and (ii) for each item of goods or products with respect to which Seller is indebted to JBI France, such item is included in Inventory (as defined in the U.S. Purchase Agreement) or a customer obligation due to Seller arising from the sale of such item is included in Accounts Receivable (as defined in the U.S. Purchase Agreement). Based on the foregoing, the Parties presently anticipate that the JBI France Intercompany Payable will be fully assumed by Spiral.

Article 9 - Required Closing Deliveries in Favor of Purchaser

The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions and deliveries all or any of which may be waived in writing, in whole or in part, by Purchaser:

9.1 Certificate Regarding Representations and Warranties. All information required to be furnished or delivered by Seller pursuant to this Agreement shall have been furnished or delivered as of the date hereof and as of the Closing Date, as required hereunder. Each of the representations and warranties made by Seller in Article 5 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except that such representations and warranties may be untrue or incorrect as a result of actions or transactions expressly permitted by this Agreement or actions or transactions of Seller made with the prior written consent of Purchaser). Purchaser shall have received a certificate dated as of the Closing Date executed by an authorized officer of Seller to such effect.

9.2 Compliance by Seller. Seller shall have duly performed in all material respects all of the covenants, agreements and conditions contained in this Agreement to be performed by Seller on or prior to the Closing Date and Purchaser shall have received a certificate dated the Closing Date executed by an authorized officer of Seller to such effect.

9.3 No Injunction, Etc. No litigation, regulation or legislation shall be pending or threatened which seeks to enjoin, restrain or prohibit Purchaser, or to obtain substantial damages from Purchaser, in respect of the consummation of the transactions contemplated hereby, or which seeks to enjoin the operation of all or a substantial portion of the Business or the Assets, which, in the reasonable judgment of Purchaser, would make it inadvisable to consummate the transactions contemplated by this Agreement.

9.4 Consents; Authorizations; Approval of Legal Matters. Purchaser shall have obtained each Consent required to consummate the transactions contemplated by this Agreement the absence of which would materially impair the ability of Purchaser to operate the Business and the Assets after the Closing. Purchaser shall have obtained (either by assignment from Seller, if permitted by law, or otherwise) all permits (including environmental permits) or orders of any



regulatory authority necessary to operate the Business and the Assets.

9.5 Instruments of Transfer. Seller shall have delivered to Purchaser any bills of sale, stock powers, endorsements, assignments, licenses and other good and sufficient instruments of conveyance and transfer reasonably deemed appropriate by counsel to Purchaser, all in form and substance reasonably satisfactory to counsel to Purchaser, to vest in Purchaser or its assigns all of Seller's rights, title and interest in and to all of the Assets.

9.6 Acquisition Documents. Purchaser shall have received the Acquisition Documents to which Seller is a party, executed by Seller.

9.7 No Adverse Change. There shall not have been any Material Adverse Change in the Assets since the date of this Agreement.

9.8 Covenant Not to Compete. Seller shall have entered into an agreement with Purchaser containing covenants not to compete and covenants prohibiting disclosure of confidential information and trade secrets and covenants prohibiting the solicitation of customers and employees, effective as of the Closing Date, in the form of Exhibit F (the "Noncompetition Agreement"). Notwithstanding any provision of the Noncompetition Agreement to the contrary, Seller shall be permitted to conduct such activities as may be reasonably necessary to terminate and wind up its affairs.

9.9 Resignation of Corporate Officers. Seller shall cause each of the current officers and directors of JBI France and JBI Singapore to resign effective as of the Closing Date, and Purchaser shall have received all such resignations in a form satisfactory to it.

9.10 Bank Payoff. Purchaser shall have received from Bank of America a letter or certificate indicating the payoff amount of all indebtedness due from Seller to Bank of America, and authorization to Purchaser to file a UCC-3 termination statement to terminate the security interest of Bank of America in the Assets upon payment of such indebtedness.

9.11 Financial Statements. JBI France and JBI Singapore shall each have received a certification without reservation by the statutory auditor of its financial statements for the calendar year 2006, and Seller shall have approved such financial statements.

9.12 Agreement With BIG. Purchaser shall have entered into a manufacturing agreement with Bulgarian Investment Group reasonably satisfactory to it, and such agreement shall include provisions regarding the payment after Closing of the BIG Receivable.

9.13 Completion of Dividend. The Dividend shall have been declared and applied as provided in Section 8.3.

Article 10 - Required Closing Deliveries in Favor of Seller

The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date hereunder, of each of the following conditions and deliveries, all or any of which may be waived, in whole or in part, by Seller:

10.1 Certificate Regarding Representations and Warranties. All information required to be furnished or delivered by Purchaser pursuant to this Agreement shall have been furnished or delivered as of the date hereof and as of the Closing Date as required hereunder. Each of the representations and warranties made by Purchaser in Article 6 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller shall have received a certificate dated as of the Closing Date executed by an authorized officer of Purchaser to such effect.

10.2 Compliance by Purchaser. Purchaser shall have duly performed in all material respects all of the covenants, agreements and conditions contained in this Agreement to be performed by Purchaser on or before the Closing Date, and Seller shall have received a certificate dated the Closing Date, executed by an authorized officer of Purchaser, to such effect.

10.3 No Injunction, Etc. No litigation, regulation or legislation shall be pending or threatened which seeks to enjoin, restrain or prohibit Seller, or to obtain substantial damages from Seller, in respect of the consummation of the transactions contemplated hereby, or which seeks to enjoin the operation of all or a substantial portion of the Business or the Assets, which, in the reasonable judgment of Seller, would make it inadvisable to consummate the transactions contemplated by this Agreement.

10.4 Acquisition Documents. Seller shall have received the Acquisition Documents to which Purchaser is a party in form and substance acceptable to Seller, executed by Purchaser.

10.5 Payment. Purchaser shall have paid in full the payment required under the provisions of Section 3.1(b), and Purchaser shall have executed and delivered to Seller the First Note.

10.6 Delivery of Second Note. JBI France shall have executed and delivered to Seller the Second Note.

10.7 Completion of Dividend. The Dividend shall have been declared and applied as provided in Section 8.3.

Article 11 - Post Closing Matters

11.1 Maintenance of Books and Records. Seller and Purchaser shall preserve until the tenth anniversary of the Closing Date all books and records possessed or to be possessed by such Party relating to any of the Assets or the Business prior to the Closing Date. After the Closing Date, where there is a legitimate purpose, each Party shall provide the other Party and its representatives with access, upon prior reasonable written request specifying the need therefore,

during regular business hours, to (a) the officers and employees of such Party, and (b) the books of account and records of such Party, but, in each case, only to the extent relating to the Assets and the Business prior to the Closing Date, and the other Party and its representatives shall have the right to make copies of such books and records; provided, however, the foregoing right of access shall not be exercisable in such a manner as to interfere unreasonably with the normal operations and business of such Party. Such records may nevertheless be destroyed by a Party if such Party sends to the other Party written notice of its intent to destroy records, specifying with particularity the contents of the records to be destroyed. Such records may then be destroyed after the 60th day after such notice is given unless the other Party objects to the destruction in which case the Party seeking to destroy the records shall deliver such records to the objecting Party at the cost and expense of the objecting Party.

11.2 Payments Received. Seller and Purchaser each agree that after the Closing Date they will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash), or other property that they may receive on or after the Closing which properly belongs to the other Party, including any insurance proceeds, and will account to the other for all such receipts.

11.3 Cooperation. Seller and Purchaser shall cooperate with each other in all reasonable respects in connection with the defense of any claim relating to the Business, including making available records relating to such claim and furnishing, without expense, management employees of the Party as may be reasonably necessary for the preparation of the defense of any such claim or for testimony as a witness in any proceeding relating to such claim; provided, however, that the foregoing right to cooperation shall not be exercisable by one Party in such a manner as to interfere unreasonably with the normal operations and business of the other Party.

11.4 Further Assurances. Seller from time to time after the Closing Date, at Purchaser's request, will execute, acknowledge and deliver to Purchaser or its assigns such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Purchaser may reasonably require in order to vest more effectively vest in Purchaser or its assigns, or to put Purchaser or its assigns more fully in possession of, any of the Assets. Each of the Parties will cooperate with the other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other Party as necessary to carry out, evidence, and confirm the intended purposes of this Agreement. Each Party shall bear its own costs and expenses in compliance with this Section 11.4.

11.5 Transition. Seller shall not take any action that is designed or intended to discourage any customer, client, supplier, vendor or trade creditor of the Business from maintaining a business relationship with Purchaser following Closing substantially similar to that maintained with respect to the Business prior to Closing, or otherwise harming or interfering with such relationship, nor shall Seller make any statement to any third party or otherwise in public that is intended to disparage Purchaser or the Business.

11.6 Use of Trade Names and Trademarks. Seller shall terminate all use of the trade names, trademarks and domain names of the Business as of and following the Closing Date. Seller shall change its corporate name following Closing to one not containing the words "James Burn International" or "JBI." Following Closing, Seller shall proceed with and conclude the dissolution of JBI UK and JBI Mexico as quickly as practical.

Article 12 - Confidentiality; Public Announcements

Seller and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements or filings with governmental entities with respect to this Agreement or the transactions contemplated hereby and shall not issue any press releases or make any public statements or filings with governmental entities prior to such consultation and shall modify any portion thereof if the other Party reasonably objects thereto, unless the same may be required by applicable law.

Article 13 - Termination

13.1 Termination. This Agreement may be terminated:

- (a) by the mutual consent of Purchaser and Seller;
- (b) by Purchaser if any condition in Article 9 becomes impossible of performance or satisfaction or has not been satisfied in full (in either case other than as a result of a breach or default by Purchaser in the performance of its obligations hereunder) and the performance of such condition has not been waived by Purchaser in writing at or prior to the Closing Date;
- (c) by Seller if any condition in Article 10 becomes impossible of performance or has not been satisfied in full (in either case other than as a result of a breach or default by Seller in the performance of its obligations hereunder) and the performance of such condition has not been waived by Seller in writing at or prior to the Closing Date; or
- (d) by either Party (other than a Party that is in material default of its obligations under this Agreement) if the Closing shall not have occurred on or before May 31, 2007.

13.2 Effect of Termination. As to any damages of either Party arising from the effect of termination or abandonment of this Agreement by the other Party, such Party is entitled to pursue its rights or remedies against the other Party to the extent such rights or remedies may be available at law or in equity.

Article 14 - Indemnification

14.1 Agreement of Seller to Indemnify. Subject to the terms and conditions of this Article 14, Seller agrees to indemnify, defend and hold harmless Purchaser Indemnitees from, against, for and in respect of any and all Losses asserted against, relating to, imposed upon or incurred by Purchaser Indemnitees by reason of, resulting from, based upon or arising out of:

(a) the breach of any representation or warranty of Seller contained in or made pursuant to any Acquisition Document or in any certificate, Schedule or Exhibit furnished by Seller in connection herewith or therewith;

(b) the breach of any covenant or agreement of Seller contained in or made pursuant to any Acquisition Document;

(c) any Liability incurred or created by Seller in connection with its use of the Designated Assets prior to the Closing Date;

(d) any claim by any Third Party asserting a prior right to consummate the transactions contemplated by this Agreement; and

(e) any unpaid withholding tax or related penalty or interest charge payable by JBI France to a French taxing authority in connection with the Dividend.

14.2 Agreement of Purchaser to Indemnify. Subject to the terms and conditions of this Article 14, Purchaser agrees to indemnify, defend and hold harmless Seller Indemnitees from, against, for and in respect of any and all Losses asserted against, relating to, imposed upon or incurred by Seller Indemnitees arising out of:

(a) the breach of any representation or warranty of Purchaser contained in or made pursuant to any Acquisition Document or in any certificate, Schedule or Exhibit furnished by Purchaser in connection herewith or therewith;

(b) the breach of any covenant or agreement of Purchaser contained in or made pursuant to any Acquisition Document; and

(c) any Liability incurred or created by Purchaser in connection with its use of the Designated Assets on or after the Closing Date.

14.3 Procedures for Indemnification.

(a) An Indemnification Claim shall be made by the Indemnitee by delivery of a written declaration to the Indemnitor requesting indemnification and specifying the basis on which indemnification is sought and the amount of asserted Losses and, in the case of a Third Party Claim, containing (by attachment or otherwise) such other information as the Indemnitee shall have concerning such Third Party Claim. An Indemnitee seeking indemnification pursuant to this Article 14 shall give notice as promptly as is reasonably practicable to the Indemnitor of the assertion of any claim, the incurrence of any Loss, or the commencement of any action, suit or proceeding, of which it has knowledge and in respect of which indemnity may be sought hereunder stating the nature, estimated amount of the Losses that have been or are reasonably expected to be suffered by the Indemnitee and the basis of such Indemnification Claim, and shall give the Indemnitor such additional information with respect thereto as the Indemnitor may reasonably request; provided, that such notice shall be furnished no later than ninety (90) days following the receipt by the Indemnitee of any of the foregoing information.

(b) If the Indemnification Claim involves a Third Party Claim, the procedures

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set forth in Section 14.4 hereof shall be observed by the Indemnitee and the Indemnitor.

(c) If the Indemnification Claim involves a matter other than a Third Party Claim, the Indemnitor shall have thirty (30) days to object to such Indemnification Claim by delivery of a written notice of such objection to the Indemnitee specifying in reasonable detail the basis for such objection. Failure to timely so object shall constitute a final and binding acceptance of the Indemnification Claim by the Indemnitor and the Indemnification Claim shall be paid in accordance with Section 14.3(d). If an objection is timely interposed by the Indemnitor, then the Indemnitee and the Indemnitor shall negotiate in good faith for a period of sixty (60) days from the date (such period is hereinafter referred to as the "Negotiation Period") the Indemnitee receives such objection. After the Negotiation Period, if the Indemnitor and the Indemnitee still cannot agree on an Indemnification Claim, each of the Indemnitor and Indemnitee may pursue all rights available at law or in equity.

(d) Upon determination of the amount of an Indemnification Claim that is binding on both the Indemnitor and the Indemnitee, the Indemnitor shall pay the amount of such Indemnification Claim by wire transfer of immediately available funds within ten (10) days of the date such amount is determined.

14.4 Defense of Third Party Claims.

(a) In the event of a Third Party Claim, the Indemnitor shall have thirty (30) days (or such lesser time as may be necessary to comply with statutory response requirements for litigation claims that are included in such Third Party Claims) from receipt of the Indemnification Claim (the "Notice Period") to notify the Indemnitee, (i) whether or not the Indemnitor disputes its liability to the Indemnitee with respect to such claim, and (ii) whether or not the Indemnitor will, at its sole cost and expense, defend the Indemnitee against such claim.

(b) In the event that the Indemnitor notifies the Indemnitee within the Notice Period that it will defend the Indemnitee against such claim then, except as hereinafter provided, the Indemnitor shall have the right to defend the Indemnitee by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by the Indemnitor to a final conclusion in such a manner as to minimize the risk of the Indemnitee becoming subject to Liability for any other significant matter, and if Indemnitor so elects to defend such claim, Indemnitor shall agree to be conclusively liable for the amount of any Loss resulting from such Third Party Claim or defense. If the Indemnitee desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense. If in the opinion of the Indemnitee, (i) the Indemnitor fails to provide the Indemnitee with evidence reasonably satisfactory to the Indemnitee that Indemnitor has the financial resources to properly defend against such claim and fulfill its obligations hereunder, (ii) the claim involves an injunction or other equitable relief, (iii) the settlement of, or an adverse judgment with respect to, the claim may, in the good faith judgment of the Indemnitee, establish a precedential custom or practice materially adverse to the continuing business interests of the Indemnitee, or (iv) the Indemnitee does not continue to conduct the defense of the claim in a reasonably active and diligent manner, then the Indemnitee shall have the sole right to control the defense or settlement of any such claim or demand and its reasonable costs and expenses shall be included as part of the indemnification obligation of the Indemnitor. If the Indemnitee should elect to exercise such right, the Indemnitor shall have the

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right to participate in, but not control, the defense or settlement of such claim at its sole cost and expense.

(c) The Indemnitee and the Indemnitor shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such claim and furnishing, without expense to the Indemnitor, management employees of the Indemnitee as may be reasonably necessary for the preparation of the defense of any such claim or for testimony as witness in any proceeding relating to such claim.

14.5 Settlement of Third Party Claims. Any settlement of a Third Party Claim shall include an unconditional term releasing the Indemnitee from all Liability in respect of such asserted Liability.

14.6 Duration. The indemnification rights of the Parties and other Indemnitees under this Article 14 are subject to the condition that the Indemnitor shall have received written notice of the Losses for which indemnity is sought on or before the date that is two years after the Closing Date, except in respect of any Loss relating to Section 14.1(e) in which case the date shall be extended until December 31, 2010.

14.7 Adjustment to Purchase Price. Any payment of an Indemnification Claim hereunder shall be accounted for as an adjustment to the Purchase Price.

14.8 Set Off. Purchaser may set off against the amount due to Seller under the terms of the First Note and the Second Note any amount for which it has been determined that it is entitled to be indemnified under the provisions of this Article 14.

14.9 Exclusive Remedy. This Article 14 constitutes the sole and exclusive remedy of the Parties for any and all Losses or other claims relating to or arising out of this Agreement and the transactions contemplated herein. No Party may avoid the limitations set forth in this Article 14 by seeking damages for breach of contract, tort or pursuant to any other theory of liability. Notwithstanding the foregoing, the above limitation shall not apply to (a) each of the Parties hereto right to seek the remedy of specific performance in the event of a breach of this Agreement by another party, (b) Purchaser's right to enforce the covenants set forth in the Noncompetition Agreement, and (c) any other equitable or injunctive relief to which any Party is entitled to seek.

Article 15 - General Provisions

15.1 Arbitration.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement or any Acquisition Document or the performance by the Parties of its or their terms shall be settled by binding arbitration conducted by a single, mutually acceptable arbitrator and held in Richmond, Virginia. The arbitration shall be conducted in accordance with the Rules of International Arbitration of the American Arbitration Association.

(b) The arbitrator shall have authority to award relief under legal or equitable

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principles, including interim or preliminary relief, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys' fees and expenses in such manner as is determined to be appropriate by the arbitrator.

(c) Judgment upon the award rendered by the arbitrator may be entered in any court having *in personam* and subject matter jurisdiction.

(d) All proceedings under this Section 15.1, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by all Parties.

(e) The fact that the dispute resolution procedures specified in this Section 15.1 shall have been or may be invoked shall not excuse any Party from performing its obligations under this Agreement or any Acquisition Document and during the pendency of any such procedure all Parties shall continue to perform their respective obligations in good faith, subject to any rights to terminate this Agreement or any Acquisition Document that may be available to any Party.


15.2 Fees and Expenses.

(a) Except as otherwise specifically provided below or elsewhere in this Agreement, regardless of whether the transactions contemplated by this Agreement are consummated, Seller and Purchaser each shall pay their respective fees and expenses in connection with the transactions contemplated by this Agreement.

(b) All Transfer Taxes shall be borne by Purchaser. Seller or Purchaser, as appropriate, shall file all necessary tax returns and other documents required to be filed with respect to all such Transfer Taxes. The Parties will cooperate to the extent reasonably necessary to make such Tax Return or filings as may be required.

(c) Seller shall pay any fees and expenses in connection with the prepayment, release, satisfaction or removal of any Liens affecting the Assets, including without limitation all amounts due to Bank of America, Seller's principal lender.

15.3 Notices. All notices, requests, demands, and other communications hereunder shall be in writing (which shall include communications by telex and telephonic facsimile) and shall be delivered (a) in person or by courier or overnight service, (b) mailed by first class registered or certified mail, postage prepaid, return receipt requested, or (c) by facsimile transmission, as follows:

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If to Seller:

Stites & Harbison, PLLC
Financial Center Suite 1800
424 Church Street
Nashville, TN 37219
Attention: Michael Hinchion
Telephone: (615) 782-2254
Facsimile: (615) 742-4317
Email: *michael.hinchion@stites.com*

If to Purchaser:

JBH Holding SAS
67, rue du Docteur Blaizot, BP 134
61304 L'Aigle Cedex, France
Attention: Guy Vatome
Telephone: (33) 2 33 84 21 52
Facsimile: (33) 2 33 84 21 51
Email: *guy.vatome@jamesburn.fr*

With a copy (which shall not constitute notice) to:

Soulier & Associés
Cité Internationale
24 Quai Charles de Gaulle
69463 Lyon Cédex 06 France
Attention: David Malcoiffe
Telephone: (33) 4 72 82 20 80
Facsimile: (33) 4 72 82 20 91
Email: *d.malcoiffe@soulier-avocats.com*

or to such other address as the Parties hereto may designate in writing to the other in accordance with this Section 15.3. Any Party may change the address to which notices are to be sent by giving written notice of such change of address to the other Parties in the manner above provided for giving notice. If delivered personally or by courier, the date on which the notice, request, instruction or document is delivered shall be the date on which such delivery is made and if delivered by facsimile transmission or mail as aforesaid, the date on which such notice, request, instruction or document is received shall be the date of delivery.

15.4 Assignment. Prior to the Closing, this Agreement shall not be assignable by either of the Parties hereto without the written consent of the other Party. After the Closing, Purchaser may assign its interest in this Agreement to any Person (subject to all rights, remedies and defenses that Seller could assert against Purchaser) without the consent of Seller. From and after any such assignment, the word "Purchaser" shall mean such assignee.

15.5 No Benefit to Others. The representations, warranties, covenants and agreements

contained in this Agreement are for the sole benefit of the Parties hereto and, in the case of Article 14, Purchaser Indemnitees and Seller Indemnitees, and their respective heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any Third Party beneficiary or any other rights on any other Persons.

15.6 Headings and Gender; Construction; Interpretation.

(a) The captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All references in this Agreement to "Section" or "Article" shall be deemed to be references to a Section or Article of this Agreement.

(b) Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

(c) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Purchaser or Seller, whether under any rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the Parties.


15.7 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one counterpart has been signed by each Party and delivered to the other Parties hereto.

15.8 Integration of Agreement; Further Agreements.

(a) This Agreement, the Schedules, the Exhibits and the other Acquisition Documents constitute the entire agreement among the Parties relating to the subject matter hereof and supersede all prior agreements, oral and written, between the Parties with respect to the subject matter hereof.

(b) Other than as expressly set forth in this Agreement or in any Exhibit or Schedule hereto, Seller has not made any representation or warranty to Purchaser of any kind, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, PURCHASER AGREES THAT IT WILL ACQUIRE THE ASSETS AS IS, WHERE IS. Other than as expressly set forth in this Agreement or in any Exhibit or Schedule hereto, Seller has not offered or provided to Purchaser any forecast, projection or any assurance of any kind regarding the operating of the Business. Purchaser is intimately familiar with the Business and has made its own evaluation and review of the status and prospects of the Business and the condition of the Assets.

(c) Neither this Agreement, nor any provision hereof, may be changed,

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waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by the Party against which the enforcement of such change, waiver, discharge or termination is sought. The failure or delay of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by either Party of any condition of this Agreement, or the breach of any term of this Agreement or the inaccuracy or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

15.9 Time of Essence. Time is of the essence in this Agreement.

15.10 Governing Law. Regardless of any conflict of law or choice of law principles that might otherwise apply, the Parties agree that this Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Virginia. The Parties agree and acknowledge that the Commonwealth of Virginia has a reasonable relationship to the Parties and/or this Agreement.

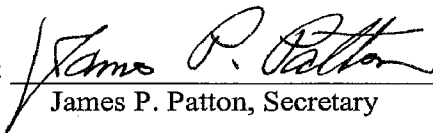
15.11 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. To the extent the deemed deletion of the invalid, illegal or unenforceable provision or provisions is reasonably likely to have a Material Adverse Effect, the Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

[End of Text – Signatures Appear on Following Page]

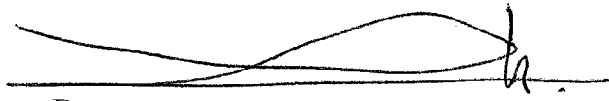
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first shown above.

JAMES BURN INTERNATIONAL, INC.


By: 
James P. Patton, Secretary

JBI HOLDING SAS


By: _____
Guy Vatome, President

Schedule 1 to Exhibit B
Patents and Trademarks

[Attached]

 6U

James Burn International Trademarks

Country	Registration Number	Mark	Class
Austria	165680	ALPHA-DOC	7
Benelux	597307	ALPHA-DOC	7
France	95569547	ALPHA-DOC	7
Germany	39537194	ALPHA-DOC	7, 16, 40
Great Britain	2018441	ALPHA-DOC	7
Hong Kong	3256/1997	ALPHA-DOC	7
Italy	730300	ALPHA-DOC	7
Sweden	311209	ALPHA-DOC	7
USA	2219178	ALPHA-DOC	7
USA	2446126	DOCUMENT FINISHING SOLUTIONS	35
USA	2296955	DOCUPUNCH	7
CTM	2126761	UNICOIL	7, 8, 16
USA	2334355	UNICOIL	7
USA	1813691	UNICOIL, Stylized	16
Austria	165679	WIREO	16
Australia	99222	WIRE-O	16
Canada	217700	WIRE-O	
South Africa	78/0046	WIRE-O	7
U.S.A.	561410	WIRE-O	16
U.S.A.	1255839	WIRE-O	7
Japan	1949506	WIREO	25
Australia	294148	WIRE-O	7
Austria	67870	WIRE-O	16
Benelux	366311	WIRE-O	16
Brazil	006689191	WIRE-O	7
Bulgaria	19265	WIRE-O	16
Czech Republic	172089	WIRE-O	16
Czech Republic	172091	WIRE-O	7
Denmark	1403/47	WIRE-O	7, 16
Egypt	32432	WIRE-O	16
CTM	1813799	WIRE-O	7, 16, 40
Finland	68462	WIRE-O	7
Finland	36816	WIRE-O	16
France	1468670	WIRE-O	16
Germany	1189955	WIRE-O	7,8,16,40,42
Germany	DD652563	WIRE-O	7,6,8,16
Germany	1025572	WIRE-O	16,6
Great Britain	670547	WIRE-O	16
Great Britain	1003343	WIRE-O	7
Hong Kong	B00925/97	WIRE-O	16
Hong Kong	B00926/97	WIRE-O	7
Hungary	129090	WIRE-O	7, 16

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5/24/2007

James Burn International Trademarks

Country	Registration Number	Mark	Class
Indonesia	IDM000014769	WIRE-O	16
Ireland	103348	WIRE-O	7
Italy	640299	WIRE-O	16
Japan	1397314	WIRE-O	9
Malaysia	M/54944	WIRE-O	16
Mexico	263490	WIRE-O	23
Mexico	263824	WIRE-O	14
New Zealand	B104517	WIRE-O	7
New Zealand	47969	WIRE-O	16
Nigeria	35017	WIRE-O	7
Nigeria	35019	WIRE-O	16
Norway	35635	WIRE-O	16, 18
Norway	44645	WIRE-O	16
Norway	89688	WIRE-O	7, 16
Poland	69888	WIRE-O	6, 7, 16
Russia (ex-ussr)	89173	WIRE-O	7, 16
Singapore	49506	WIRE-O	16
Slovak Republic	177872	WIRE-O	16
Slovak Republic	177939	WIRE-O	7
South Africa	78/0047	WIRE-O	16
Spain	717532	WIRE-O	7
Switzerland	404401	WIRE-O	7
Taiwan	489755	WIRE-O	84
Turkey	125815	WIRE-O	7, 16
Japan	3083158	WIRE-O IN KATAKANA	16
Japan	3103689	WIRE-O IN KATAKANA	6
Japan	3146398	WIRE-O IN KATAKANA	7
USA	567002	WIRE-O stylized	13
Australia	158707	WIRO	16
Malawi	171/60	WIRO	16
New Zealand	B65496	WIRO	16
South Africa	60/1355	WIRO	16
South Korea	75482	WIRO	6
Zambia	171/60	WIRO	16

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5/24/2007

James Burn International Patents

Country	Registration Number	Mark
USA	5823233	Apparatus for Cutting and Crimping Coil
USA	6042320	Automatic Feeding System for Helically Formed Binding Elements
USA	5370489	Binding Perforated Sheets
Ireland	61191	Improvements to Wire Binding Elements
Great Britian	2202792	Improvements to Wire Binding Elements
Great Britian	0292271	Improvements to Wire Binding Elements
Singapore	9391317.6	Improvements to Wire Binding Elements
Great Britian	2377901	Improvements to Wire Binding Elements
USA	D376607	Ornamental Design for Spiral Binder
USA	D365580	Ornamental Design for Spiral Binder
Great Britian	D2038614	Paper Punching Machine
Great Britian	2377199	Punching Device
USA	5931623	Spiral Binding Method & Apparatus
USA	5584632	Spiral Binding Method & Apparatus
France	0285355	Wire 'O' Inside Nick
Germany	P3875643.9	Wire 'O' Inside Nick
Italy	0285355	Wire 'O' Inside Nick
Netherlands	0285355	Wire 'O' Inside Nick
Spain	88302738.5	Wire 'O' Inside Nick
Sweden	88302738.5	Wire 'O' Inside Nick
Switzerland	0285355	Wire 'O' Inside Nick
France	0292271	Wire Shaping Apparatus Scroll
Germany	P3872941.5	Wire Shaping Apparatus Scroll
Greece	3005485	Wire Shaping Apparatus Scroll
Hong Kong	0940063	Wire Shaping Apparatus Scroll
Italy	0292271	Wire Shaping Apparatus Scroll
Netherlands	0292271	Wire Shaping Apparatus Scroll
Spain	88304518.9	Wire Shaping Apparatus Scroll
Sweden	88304518.9	Wire Shaping Apparatus Scroll

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