

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huntington Foam Corp.		07/31/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Huntington Foam, LLC		
Street Address:	101 N. 4th Street		
City:	Jeanette		
State/Country:	PENNSYLVANIA		
Postal Code:	15644		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081250	CLEAR-VIEW	
CORRESPONDENCE DATA			
Fax Number:	(214)740-1499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-740-1474		
Email:	danicam@bellnunnally.com		
Correspondent Name:	Danica L. Mathes		
Address Line 1:	3232 McKinney Avenue, Suite 1400		
Address Line 4:	Dallas, TEXAS 75204		
ATTORNEY DOCKET NUMBER:	6797.1		
NAME OF SUBMITTER:	Danica L. Mathes		
Signature:	/Danica L. Mathes/		
Date:	01/18/2011		

OP \$40.00 3081250

Total Attachments: 15

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CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this "**Agreement**") is made and entered into as of July 31, 2008 between **HUNTINGTON FOAM CORP.**, a Pennsylvania corporation ("**Old Huntington Foam**"), and **HUNTINGTON FOAM, LLC**, a Delaware limited liability company ("**New Huntington Foam**").

WHEREAS, Old Huntington Foam is, among other things, engaged in the business of manufacturing foam packaging materials for customers in the United States of America and Mexico (such business and products collectively, and as conducted and sold, manufactured, processed and distributed, the "**Business**"); and

WHEREAS, Old Huntington Foam desires to contribute to New Huntington Foam, on a going concern basis, all of the assets, properties and business of the Business held by Old Huntington Foam in exchange for forty eight percent (48%) of the limited liability company membership interests in New Huntington Foam (the "**Membership Interests**"), and, in connection therewith, New Huntington Foam will assume the Assumed Liabilities (as hereinafter defined) of the Business, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings specified in **Exhibit A** to, or elsewhere in, this Agreement.

1.2 Interpretation. Each definition used in this Agreement includes the singular and the plural, and reference to the neuter gender includes the masculine and feminine where appropriate. Reference to any Requirements of Law means such Requirements of Law as amended as of the time of determination and includes any successor Requirements of Law. The headings to the Articles and Sections are for convenience of reference and shall not affect the meaning or interpretation of this Agreement. Except as otherwise stated, reference to Articles, Sections, Exhibits and Schedules means the Articles, Sections, Exhibits and Schedules of this Agreement. The Exhibits and Schedules hereto are hereby incorporated by reference into, and shall be deemed a part of, this Agreement; provided that no Exhibit that consists of a form of agreement or instrument shall be deemed to become effective until executed and delivered by the applicable parties. Unless the context clearly indicates otherwise, the word "including," "include" and "includes" when used in this Agreement shall be deemed to be followed by the term "without limitation" and the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II CONTRIBUTION

2.1 Contributed Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Old Huntington Foam shall contribute, convey, assign, transfer and deliver to New Huntington Foam, free and clear of all Liens, other than (i) Permitted Liens and (ii) those Liens set forth on Schedule 2.1 hereof, and New Huntington Foam shall accept from Old Huntington Foam, all of Old Huntington Foam's right, title and interest in and to all of the assets, properties, rights, licenses, Contracts and businesses, of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned, leased or licensed by Old Huntington Foam and used in the conduct of the operation of the Business as currently conducted by Old Huntington Foam (collectively, the "Contributed Assets"). Without limiting the generality of the foregoing, the Contributed Assets shall include all right, title and interest of Old Huntington Foam in, to and under:

(a) that certain real property located at 11 Industrial Park Drive, Brockway, Pennsylvania (the "Owned Real Property");

(b) all tangible personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, vehicles, storage tanks, spare and replacement parts, fuel and other tangible personal property used in the conduct of the operation of the Business;

(c) all raw materials, work-in-process, finished goods, supplies and other inventories used in the conduct of the operation of the Business;

(d) all contracts of Old Huntington Foam (and all rights thereunder) set forth on Schedule 2.1(c) hereof (the "Contracts");

(e) all accounts, notes and other receivables that relate to the Business;

(f) all expenses that have been prepaid by Old Huntington Foam to the extent relating to the Business, including ad valorem Taxes and lease and rental payments;

(g) all of Old Huntington Foam's causes of action against third parties relating to the Contributed Assets or any Assumed Liability, including unliquidated rights under manufacturers' and vendors' warranties;

(h) all intellectual property of Old Huntington Foam that relates to the Business, including the right to recover for past damages arising from infringement of such Intellectual Property;

(i) all transferable licenses, permits or other governmental authorizations used in the conduct of the operation of the Business;

(j) all books, records, files and papers, whether in hard copy or computer format, used in the conduct of the operation of the Business, including engineering information,

financial and accounting records, marketing plans and market research, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, personnel and employment records and copies of any information relating to Taxes imposed on the Business;

(k) all data owned by Old Huntington Foam and used in the conduct of the operation of the Business; and

(l) all goodwill associated with the Contributed Assets.

2.2 Excluded Assets. New Huntington Foam expressly understands and agrees that the following assets and properties of Old Huntington Foam (the "Excluded Assets") shall be retained by Old Huntington Foam, and shall be excluded from the Contributed Assets, notwithstanding any other provision of this Agreement:

(a) Old Huntington Foam's formal corporate records, including its certificate of incorporation, by-laws, minute books, and other records having exclusively to do with the corporate organization of Old Huntington Foam, and such other business records required in connection with Old Huntington Foam's filing of local, state, provincial, or federal tax filings;

(b) Mr. Brubaker's Old Huntington Foam automobile; and

(c) Mr. Walton's Old Huntington Foam automobile.

2.3 Assumed Liabilities. On the Closing Date, New Huntington Foam shall deliver to Old Huntington Foam the Instrument of Assumption pursuant to which New Huntington Foam shall assume and agree to discharge all liabilities and obligations of Old Huntington Foam in accordance with their respective terms and subject to the respective conditions thereof. All of the foregoing liabilities and obligations to be assumed by New Huntington Foam hereunder (excluding any Excluded Liabilities) are referred to herein as the "Assumed Liabilities."

2.4 Excluded Liabilities. New Huntington Foam shall not assume or be obligated to pay, perform or otherwise discharge any liability or obligation of Old Huntington Foam that is not related to the Business or the Contributed Assets, direct or indirect, known or unknown, absolute or contingent, not expressly assumed by New Huntington Foam pursuant to the Instrument of Assumption (all such liabilities and obligations not being assumed being herein called the "Excluded Liabilities") and, notwithstanding anything to the contrary in Section 2.3, no liabilities or obligations in respect of any Excluded Assets shall be Assumed Liabilities for purposes of this Agreement.

ARTICLE III CLOSING

3.1 Time and Place of Closing. Subject to the terms and conditions set forth herein, the closing of the transactions contemplated hereby (the "Closing") shall take place at

10:00 a.m. Dallas time on July ___, 2008 or such later date on which the conditions set forth in Article IV will have been satisfied or waived (to the extent to which such condition may be waived by a party) at the offices of Bell Nunnally & Martin LLP, 3232 McKinney Avenue, Suite 1400, Dallas, Texas. The Closing, and all transactions to occur at the Closing, shall be deemed to have taken place at, and shall be effective as of, 12:01 a.m. Dallas time on August 1, 2008 (the effective date of the Closing being referred to herein as the "Closing Date").

3.2 Old Huntington Foam's Closing Deliveries. At the Closing, Old Huntington Foam shall deliver to New Huntington Foam each of the following:

- (a) the Instrument of Assignment, duly executed by Old Huntington Foam;
- (b) the Special Warranty Deed with respect to the Owned Real Property, duly executed by Old Huntington Foam;
- (c) the Limited Liability Company Agreement of Huntington Foam, LLC (the "LLC Agreement"), duly executed by Old Huntington Foam; and
- (d) such other assignments and instruments of transfer or conveyance as New Huntington Foam shall reasonably request or as may be otherwise necessary to evidence and effect the contribution, assignment, transfer, conveyance and delivery of the Contributed Assets to New Huntington Foam.

3.3 New Huntington Foam's Closing Deliveries. At the Closing, New Huntington Foam shall deliver to Old Huntington Foam each of the following:

- (a) the Instrument of Assumption, duly executed by New Huntington Foam;
- and
- (b) the Limited Liability Company Agreement of Huntington Foam, LLC (the "LLC Agreement"), duly executed by Treadstone Huntington Holdings, LLC, a Delaware limited liability company.

ARTICLE IV CONDITIONS TO CLOSING

The obligations of the parties hereto to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, or waiver by the appropriate party or parties to this Agreement, on or prior to the Closing Date of the following conditions precedent:

4.1 Consents and Approvals. All actions, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights and licenses required to be taken, given or obtained, as the case may be, by or from any Governmental Authority, that are necessary (or, in the reasonable opinion of counsel for either Old Huntington Foam or New Huntington Foam, advisable) in connection with the consummation of the transactions contemplated by this Agreement, (i) shall have been duly taken, given or obtained, as the case

may be, (ii) shall be in full force and effect on the Closing Date and (iii) shall be adequate to authorize the consummation of the transactions contemplated by this Agreement.

4.2 No Breaches of Representations, Warranties or Covenants. Old Huntington Foam and New Huntington Foam shall have performed in all material respects each of its covenants and agreements contained in this Agreement required to be performed on or prior to the Closing Date. The representations and warranties set forth in Article V hereof shall be true and correct in all material respects as of the Closing Date (other than representations and warranties made as of another date, which representations and warranties shall have been true and correct as of that date), as if made on the Closing Date.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Old Huntington Foam. As an inducement to New Huntington Foam to enter into this Agreement and to consummate the transactions contemplated hereby, Old Huntington Foam hereby represents and warrants to New Huntington Foam and agrees as follows:

(a) **Organization; Power and Authority.** Old Huntington Foam is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Old Huntington Foam has the corporate power and authority to own or lease and operate its assets and to carry on the Business in the manner that it was conducted immediately prior to the date of this Agreement.

(b) **Authority of Old Huntington Foam; Conflicts.** (i) Old Huntington Foam has the corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Old Huntington Foam have been duly authorized and approved by Old Huntington Foam and do not require any further authorization or consent of Old Huntington Foam. This Agreement has been duly authorized, executed and delivered by Old Huntington Foam and (assuming the valid authorization, execution and delivery of this Agreement by New Huntington Foam) is the legal, valid and binding obligation of Old Huntington Foam enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(ii) Except as set forth on Schedule 5.1(b)(ii), neither the execution and delivery of this Agreement by Old Huntington Foam nor the consummation by Old Huntington Foam of any of the transactions contemplated hereby will: (A) result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any encumbrance upon any of the Contributed Assets under, (1) the charter or by-laws of Old Huntington Foam, (2) (x) any Contract, note, instrument, mortgage, lease, franchise or financial obligation to which Old Huntington Foam is a party or by which Old Huntington Foam or any Contributed Asset is bound, (y) any Court Order to which Old Huntington Foam is a party or by which Old

Huntington Foam or any Contributed Asset is bound or (z) any Requirements of Law affecting Old Huntington Foam or any Contributed Asset, or (B) require the approval, consent, authorization or act of, or the making by Old Huntington Foam of any declaration, filing or registration with, any Governmental Authority.

ARTICLE VI ADDITIONAL AGREEMENTS

6.1 Accuracy of Representations and Warranties; Notification of Certain Matters. Each party hereto shall refrain from taking any action which would render any representation or warranty contained in Article V inaccurate as of the Closing Date. Each party shall promptly notify the other 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.

6.2 Non-Assignment. (a) In the event and to the extent that Old Huntington Foam is unable to obtain any consent, approval, amendment, filing or application required to transfer, convey or assign any Contributed Asset or other right that would otherwise be transferred to New Huntington Foam as contemplated by this Agreement or any other agreement or document contemplated hereby, including, without limitation, the receipt of any necessary approvals from applicable Governmental Authority, (i) Old Huntington Foam shall continue to hold and, to the extent required by the terms applicable to such Contributed Asset, operate such Contributed Asset in the case of real or personal property, or to be bound thereby in the case of contracts, leases, licenses or other rights relating to the Contributed Assets, and (ii) unless not permitted by the terms thereof, by law or because of the failure to obtain any necessary approval from applicable Governmental Authorities, New Huntington Foam shall pay, perform and discharge fully, promptly when due, all the obligations of Old Huntington Foam thereunder from and after the date hereof, and New Huntington Foam shall indemnify, defend and hold harmless Old Huntington Foam for all losses arising out of such performance by New Huntington Foam. Old Huntington Foam shall, without further consideration therefor, pay and remit to New Huntington Foam promptly all monies, rights and other consideration received in respect of such performance.

(b) Old Huntington Foam shall exercise or exploit its rights and options under all such Contributed Assets referred to in this Section 6.2 only as reasonably directed by New Huntington Foam and at New Huntington Foam's expense. If and when any such consent shall be obtained or such contract, lease, license or other right shall otherwise become assignable or able to be novated, Old Huntington Foam shall promptly assign and novate (to the extent permissible) all its rights and obligations thereunder to New Huntington Foam without payment of further consideration, and New Huntington Foam shall, without the payment of any further consideration therefor, assume such rights and obligations. To the extent that the assignment of any contract, lease, license or other right (or the proceeds thereof) pursuant to this Section 6.2 is prohibited by law, the assignment provisions of this Section 6.2 shall operate to create a subcontract with New Huntington Foam to perform each relevant unassignable contract of Old Huntington Foam at a subcontract price equal to the monies, rights and other consideration

received by Old Huntington Foam with respect to the performance by New Huntington Foam under such subcontract.

6.3 Further Assurances. (a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the other agreements and documents contemplated hereby. Without limiting the foregoing, each party shall cooperate with the other parties, and execute and deliver, or use reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any governmental or regulatory authority or any other Person under any permit, license, contract or other instrument, and to take all such other actions as such party may reasonably be requested to take by the other parties from time to time, consistent with the terms of this Agreement, in order to vest in New Huntington Foam all of the title and ownership interest of Old Huntington Foam to all of the Contributed Assets, to put New Huntington Foam in actual possession and operating control thereof and to permit New Huntington Foam to exercise all rights with respect thereto held by the transferor (including, without limitation, rights with respect to Contributed Assets as to which the consent of any third party to the transfer thereof shall not have previously been obtained) and to effectuate the provisions and purposes of this Agreement and the other agreements and documents contemplated hereby.

(b) All conveyances, assignments, transfers and contributions of assets occurring after the date hereof pursuant to this Section 6.3 shall be governed by the terms of this Agreement. In furtherance of the foregoing, any asset transferred pursuant to this Section 6.3 to New Huntington Foam shall be deemed a Contributed Asset for purposes of this Agreement and, unless the parties otherwise agree, shall be made without additional consideration other than the assumption of related liabilities by the transferee.

(c) Whether or not all of the Contributed Assets shall have been legally transferred to, or assumed by, New Huntington Foam as of the date hereof, the parties agree that as between Old Huntington Foam and New Huntington Foam, as of the date hereof, New Huntington Foam shall have, and shall be deemed to have acquired, complete and sole beneficial ownership over all of the Contributed Assets, except as described in Section 6.2 with respect to Contributed Assets which are non-assignable, together with all of Old Huntington Foam's rights, powers and privileges incident thereto.

ARTICLE VII TERMINATION

7.1 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date by the mutual consent of Old Huntington Foam and New Huntington Foam.

7.2 Effect of Termination. If this Agreement is terminated pursuant to this Article VII, all further obligations of the parties under this Agreement shall be terminated without further liability of any party to the other.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Non-Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall terminate on the Closing Date and shall not survive the consummation of the transactions contemplated hereby.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Delaware without regard to its conflicts of law doctrine.

8.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally, by courier or facsimile transmission or mailed (certified postage prepaid) to the parties at the addresses set forth in the LLC Agreement.

8.4 Successors and Assigns. The rights of any party under this Agreement shall not be assignable by such party hereto without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

8.5 No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto or establish any third-party beneficiary of any of the obligations of the parties set forth herein.

8.6 Entire Agreement; Amendments. This Agreement and the Exhibits and Schedules hereto constitute the entire agreement among the parties hereto and contain all of the agreements among the parties hereto with respect to the subject matter hereof. This Agreement and the Exhibits and Schedules hereto supersede any and all other agreements, either oral or written, among the parties with respect to the subject matter hereof and thereof. Except as expressly provided herein, this Agreement may be amended only by a written agreement executed by the parties hereto.

8.7 Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

8.8 Expenses. Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

8.9 Partial Invalidity. Wherever possible, each provision hereof 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 herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless the ineffectiveness or invalidity of such provision would result in one or more of the parties hereto being deprived of a right constituting a fundamental benefit of its bargain hereunder.

8.10 Waiver of Jury Trial. To the extent permitted by applicable law, each party hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of any party in the negotiation, administration, performance and enforcement of this Agreement.

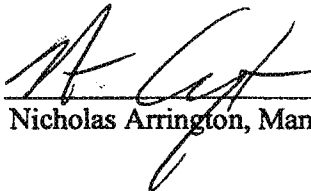
8.11 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and electronic signatures shall be effective.

[Signature Page Follows]

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

HUNTINGTON FOAM CORP., a Pennsylvania corporation

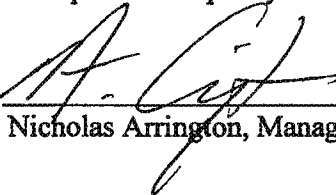
By: Compass Advisory Partners, LLC, as Receiver
and not in its personal capacity

By: 

Nicholas Arrington, Managing Partner

HUNTINGTON FOAM, LLC, a Delaware limited liability company

By: Compass Advisory Partners, LLC, as Receiver
and not in its personal capacity

By: 

Nicholas Arrington, Managing Partner

EXHIBIT A

DEFINITIONS

“**Action**” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

“**Affiliate**” means, with respect to any Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person.

“**Contracts**” means all contracts, subcontracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments, arrangements or understandings of any kind, that relate to the Business and to which Old Huntington Foam is a party, other than contracts, agreements or other arrangements or instruments that are Excluded Assets.

“**Copyrights**” means United States and foreign copyrights, including moral rights, rights in copyrightable works, and, rights in mask works subject to protection under the mask works provisions of the United States Copyright Act, whether registered or unregistered, and pending applications to register the same, in each case existing on the Closing Date.

“**Court Order**” means any judgment, order, award or decree of any Governmental Authority and any award in any arbitration proceeding.

“**Debt**” means financial indebtedness for borrowed money from third party lending sources, other than current trade accounts payable included in total current liabilities and incurred in respect of property or services purchased in the ordinary course of business.

“**Governmental Authority**” means any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission or self-regulatory organization or any court, tribunal, or judicial or arbitral body.

“**Instrument of Assignment**” means the Instrument of Assignment in the form attached as Exhibit B hereto.

“**Instrument of Assumption**” means the Instrument of Assumption in the form attached as Exhibit C hereto.

“**Intellectual Property**” means intellectual property rights enforceable anywhere in the world, including without limitation (a) Patents, (b) Trademarks, (c) Copyrights, (d) Technology, and (e) Internet domain names, Internet and world wide web URLs or addresses, lists of present and former customers and suppliers, and all documentation and media constituting, describing or relating to the foregoing, including manuals, memoranda and records.

“Leased Real Property” means any real property leased by Old Huntington Foam (the lease for which is included in the Contributed Assets).

“Liability” means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including those arising under any Requirements of Law or order of any Governmental Authority and those arising under any Contract.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind.

“LLC Agreement” means the Limited Liability Company Agreement of New Huntington Foam in the form attached as Exhibit D hereto.

“Patents” means United States and foreign patents, patent applications, statutory invention registrations, continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions of any of the foregoing, all patents which may issue on any such applications, documented unpatented invention disclosures, and all rights thereunder, in each case existing on the Closing Date.

“Permitted Liens” means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Liens imposed by Law and on a basis consistent with past practice for amounts not yet due; (c) Liens incurred or deposits made in the ordinary course of business and on a basis consistent with past practice in connection with workers’ compensation, unemployment insurance or other types of social security; (d) defects of title, easements, rights-of-way, restrictions and other similar charges or encumbrances not materially interfering with the ordinary conduct of business; (e) purchase money Liens and Liens securing rental payments under capital lease arrangements of Old Huntington Foam incurred in the ordinary course of business and on a basis consistent with past practice; and (f) in the case of Intellectual Property that relates to the Business, licenses, options to license, or covenants not to assert claims of infringement, in each case in existence as of the date hereof, between Old Huntington Foam or any of its Affiliates and third parties.

“Person” means any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization, trust or other legal entity.

“Requirements of Law” means any United States federal, state and local and any non-U.S. laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any court or Governmental Authority or common law or any applicable consent decree or settlement agreement entered into with any Governmental Authority.

“Tax” or **“Taxes”** means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangibles or other

taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“Technology” means documented and undocumented technical information and data in whatever form available existing on the Closing Date, pertaining to: products, product planning, research, development, design, engineering, design automation, layout, drafting, manufacturing, quality control, equipment maintenance, standards, procedures, procurement, purchasing costs, shipping, publications, technical writing, facilities and service; Technology shall include, without limitation, computer software, drawings, material lists, plans, specifications, of all sorts, procedures and control data, test methods and reports, and other engineering data, manufacturing data, other technical documents and confidential and proprietary information, including trade secrets, processes, formulae, algorithms and know-how, in each case existing on the Closing Date.

“Trademarks” means United States, state and foreign trademarks, service marks, logos, trade dress or trade names, whether registered or unregistered, any and all common law rights, pending applications to register any of the foregoing, and all extensions and renewals of any of the foregoing, in each case existing on the Closing Date.

INSTRUMENT OF ASSIGNMENT

Instrument of Assignment dated July 31, 2008 (this "Instrument") by HUNTINGTON FOAM CORP., a Pennsylvania corporation ("Old Huntington Foam"), in favor of HUNTINGTON FOAM, LLC, a Delaware limited liability company ("New Huntington Foam").

Pursuant to the Contribution Agreement, dated as of the date hereof (the "Agreement"), between Old Huntington Foam and New Huntington Foam, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Old Huntington Foam does hereby contribute, assign, transfer, convey and deliver unto New Huntington Foam, its successors and assigns, each and all of the Contributed Assets (as such term is defined in the Agreement), intending hereby to convey all of the right, title and interest of Old Huntington Foam therein; provided, however, as to any lease, contract, agreement, permit or other authorization included in the Contributed Assets which cannot be sold, transferred, assigned, conveyed or delivered effectively without the consent of a third party, which consent has not been obtained, this Instrument shall be of no force or effect until such requisite consent is obtained, whereupon this Instrument shall become of full force and effect with respect thereto.

Old Huntington Foam hereby covenants and agrees to and with New Huntington Foam, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, New Huntington Foam, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by New Huntington Foam for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to New Huntington Foam, its successors or assigns, any or all of the Contributed Assets.

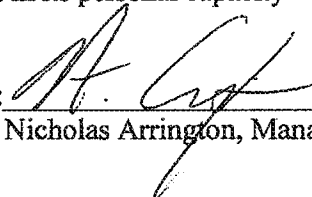
This Instrument shall be binding upon the successors and assigns of Old Huntington Foam and shall inure to the benefit of the successors and assigns of New Huntington Foam.

[Signature Page Follows]

IN WITNESS WHEREOF, Old Huntington Foam has caused this Instrument to be duly executed and delivered as of the date first set forth above.

HUNTINGTON FOAM CORP., a Pennsylvania corporation

By: Compass Advisory Partners, LLC, as Receiver and not in its personal capacity

By: 

Nicholas Arrington, Managing Partner