

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
Abb Schweiz AG		06/04/2010	JOINT STOCK COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Elantas Camattini S.p.A.		
Street Address:	Strada Antolini 1		
City:	1-43030 Collecchio (PR)		
State/Country:	ITALY		
Entity Type:	CORPORATION: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1181713	MICARES	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-857-6000		
Email:	carvalho.cristina@arentfox.com		
Correspondent Name:	Cristina A. Carvalho		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	027220.00005		
DOMESTIC REPRESENTATIVE			
Name:	Cristina A. Carvalho		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		

OP \$40.00 1181713

NAME OF SUBMITTER:	Cristina A. Carvalho
Signature:	/Cristina A. Carvalho/
Date:	01/28/2011
Total Attachments: 11 source=MICARES assignment#page1.tif source=MICARES assignment#page2.tif source=MICARES assignment#page3.tif source=MICARES assignment#page4.tif source=MICARES assignment#page5.tif source=MICARES assignment#page6.tif source=MICARES assignment#page7.tif source=MICARES assignment#page8.tif source=MICARES assignment#page9.tif source=MICARES assignment#page10.tif source=MICARES assignment#page11.tif	

SALES CONTRACT

between

ABB Schweiz AG, Micafil
Badenerstrasse 780
CH - 8048 Zürich

- hereinafter referred "Assignor"

e

Elantas Camattini S.p.A.
Strada Antolini 1
I-43030 Collecchio (PR)

- hereinafter referred "Assignee"

Preamble

- A. The Seller develops, produces and distributes products for high voltage and transformer applications, in particular for electrical feedthroughs and electrical insulations. This includes, among other things, epoxy- and polyurethane-based cast resins as well as epoxy-based composites.
- B. The Purchaser produces liquid electrical insulating materials. This also includes epoxy- and polyurethane-based cast resins.
- C. The Seller intends to sell the business defined further below.
- D. The Seller has provided the Purchaser with information regarding this business as well as the assets to be sold, which is recorded in an index in **Appendix 1**. In addition, the Seller carried out a technical and commercial due diligence.
- E. The Purchaser intends to buy the business from the Seller to integrate and expand their existing business operations.

Now therefore the parties have agreed as follows:

1. Definitions

<u>ABB Group</u>	refers to ABB Ltd., Zurich as well as every company that belongs to or will belong to ABB Ltd., Zurich directly or indirectly or that is controlled or will be controlled directly or indirectly by ABB Ltd., Zurich.
<u>Assets</u>	refers to the trademarks, the formulas, the customer list and the approvals in the existing language.
<u>Closing</u>	refers to the execution of the sales contract as described in section 6.
<u>Supply Contracts</u>	refers to the contractual relationships between the Seller and the group of the Robert Bosch GmbH, Gerlingen, Germany; the Brugg Kabel AG, Brugg, Switzerland; the Schaffner EMV Co. Ltd., Lamphun, Thailand as well as the Schaffner EMV AG, Luterbach, Switzerland. The supply contracts consist of the documents provided in Appendix 6.
<u>Business</u>	refers to the production, development and distribution through the Seller of polyurethane-based cast resins (however, excluding polyurethane-based cast resins sold under the name Micagel) and of epoxy cast resins with the trademark name RESODIP to be used in electrical, electronic and electrotechnical applications. Not part of the business is the pure purchasing and reselling or the processing of

polyurethane cast resins through the Seller or companies of the ABB Group.

<u>Trademarks</u>	refers to the trademarks and trademark applications RESODIP and MICARES listed conclusively in Appendix 2 in the countries mentioned therein.
<u>Asia License Contracts</u>	refers to the contractual relationship between the Seller and the support services regarding the Nagase ChemteX Wuxi Corporation, China and the Shanghai Nagase Trading Co., Ltd., China, as well as the licensing of formulas and trademarks for China, Hong Kong and Taiwan, as well as a customer-specific expansion for Thailand. The Asia License Contract comprises the documents in Appendix 4 .
<u>Elantas Group</u>	refers to the Seller as well as all direct and indirect affiliated companies of the Elantas GmbH, Wesel, as well as the direct and indirect parent companies of the Elantas GmbH, Wesel; the Altana Chemie GmbH, Wesel; and Altana AG, Wesel.
<u>Sales Contract</u>	refers to the present sales contract, including the appendices.
<u>Know-How</u>	refers to the Seller's knowledge present at the conclusion of the contract exceeding the knowledge about the manufacturing of the products used at the conclusion of the contract and the knowledge contained in the formulas.
<u>Customer List</u>	refers to the complete list of all customers (company, address, contact person, as well as the technical contact person, where applicable) supplied by the purchaser with products at the time of the conclusion of the contract or the two previous years, as well as all information about the use of these products through these clients present at the conclusion of the contract, as well as all other available information regarding these customers that could be useful for the Purchaser for further supplying these customers (customer number, prices, products, quantities, important delivery specifications, complaints).
<u>Parties/Party</u>	refers to the Seller and Purchaser together or individually.
<u>Products</u>	are the polyurethane-based cast resins (however, excluding polyurethane-based cast resins sold by the Seller under the name MICAGEL) and of epoxy cast resins with the trademark name RESODIP to be used in electrical, electronic and electrotechnical applications produced and/or distributed by the Seller and/or these at the development stage or the customer sampling stage 24 months before signing of this sales contract.

<u>Formulas</u>	refers to the information available to the Seller at the conclusion of the contract, with said information listed conclusively in Appendix 5 .
<u>Seller Account</u>	refers to the account of the Seller, currently to ABB Schweiz (Switzerland) AG.
<u>Approvals</u>	refers to the Underwriters Laboratories (UL) listings conclusively listed in Appendix 3 .

2. Object of Purchase

2.1 Subject to the compliance with the conditions determined in the present sales contract, the following immaterial assets belonging to the business will be herewith sold by the Seller to the Purchaser, and the Purchaser buys them herewith from the Seller:

- Customer List
- Formulas
- Trademarks
- Approvals
- Asia License Contract
- Supply Contracts, as far as concerning the time after Closing

2.2 Other assets and liabilities shall not be transferred by this sales contract.

2.3 Transfer of the assets is carried out in accordance with section 6 of this sales contract.

3. Purchase Price and Terms of Payment

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4. Micagel

4.1 Not transferred as part of this sales contract will be the name Micagel as well as all and any knowledge, information and rights regarding the Seller's product group Micagel.

4.2 The Seller will continue to produce, develop and distribute the product group Micagel or have this executed by a third party, except when agreed to between the parties differently in this respect.

5. Employment relations

5.1 The Purchaser will not take over any employees working in the Seller's business. The Seller will resume or terminate these employment contracts on his own. Subject to the regulation in section 5.2, the Seller is exclusively liable for all former, current and future entitlements of the employees from the employment relations or the

cancellation or termination thereof.

- 5.2 As part of this sales contract there will be no transfer of a business establishment or part of a business establishment and the Purchaser will not continue the business of the Seller as an independent unit but rather incorporate the development, production and distribution of the products into their own miscellaneous business units so that there will be no legally intended transfer of employment relations.
- 5.3 If employees of the Seller bring the claim to court that their employment contract has been passed on to the Purchaser, the Seller shall support the Purchaser with the legal defence. At the request of the Seller and as far as legally allowed, the Purchaser shall subrogate to the Seller the right to conduct a case. In the case of a court reaching the decision regarding the plaintiff employee that his or her employment contract has been transferred from the Seller to the Purchaser, the Seller shall upon first request hold the Purchaser free and harmless of all and any claims of these employees subject to the regulation in section 5.2. The Seller shall also reimburse the Purchaser all and any other costs the Purchaser has to spend in a reasonable manner in order to part with employees whose employment relations were passed onto the Purchaser.

6. Execution of Contract

- 6.1 Immediately after this sales contract has been signed, this sales contract will be executed in such a way that the Seller transfers the assets to the Purchaser by way of singular succession move by move against payment of the total purchase price to the Seller's account, and the Purchaser accepts this transfer herewith. In detail, the transfer actions according to sections 7 to 12 will be carried out as soon as the Seller's bank has confirmed receipt of the total purchase price.
- 6.2 The closing is considered completed when the total purchase price has been paid and the actions according to sections 7.2, 8.2, 9.2 and 10.2 have been carried out.

7. Transfer of Customer List

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8. Transfer of Formulas

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9. Transfer of Trademarks

- 9.1 The Seller shall transfer the trademarks to the Purchaser and the Purchaser shall accept the transfer thereof.
- 9.2 The Seller shall provide the Purchaser with all and any documentation belonging to and available for the trademarks.
- 9.3 The Purchaser shall bear the costs for transferring the trademarks at the competent

authorities. The Seller shall assist the Purchaser at this for free by signing documents and issuing statements. If further actions are required or useful, the parties shall come to an agreement about the reimbursement of costs.

10. Transfer of Approvals

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11. Asia License Contract

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12. Supply Contracts

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13. Obligations of the Purchaser after the Closing

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14. Assurances and Warranties of the Seller

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15. Assurances and Warranties of the Purchaser

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16. Warranty Claims

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17. Limitation of Liability

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18. Confidentiality/Covenant not to Compete

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19. Costs and Taxes

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20. Indemnity

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21. Notifications

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22. Miscellaneous Provisions

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23. Place of Jurisdiction and Applicable Law

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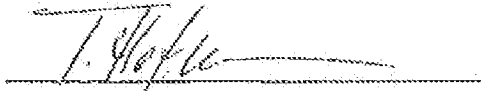
24. Appendices

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2 Trademarks

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Zürich, 4. Juni 2010
ABB Schweiz AG, Micafil



Thomas Hofmann
General Manager Micafil

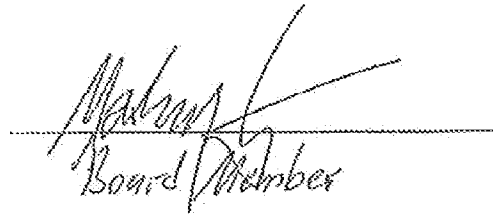


Roger Affolter
General Manager Insulation Components

Zürich, 4. Juni 2010
Elantas Camattini S.p.A.



MANAGING DIRECTOR



Board Member

Appendices 2

Trademarks

next two pages

Report RESODIP

M 832-AT-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Austria	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-BX-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Belgium	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-CA-NF01	RESODIP	Registered	23 Jun 1987	586561	26 Aug 1988	344217	Canada	01	26 Aug 2018	Registration	ABB Schweiz AG
M 832-CH-NF01	RESODIP	Registered	27 Nov 1979	065119/1979	14 Mar 1980	304052	Switzerland	01:17	27 Nov 2019	Renewal	ABB Schweiz AG
M 832-DE-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Germany	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-ES-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Spain	01:17	17 Jul 2010	Partially	ABB Schweiz AG
M 832-FR-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	France	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-HU-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Hungary	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-IT-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Italy	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-LI-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Liechtenstein	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-ME-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	MONTENEGRO	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-PT-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Portugal	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-RO-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Romania	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-RS-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	SERBIA	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-RU-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	(ex-Serbia & Montenegro)	01:17	17 Jul 2010	Registration	ABB Schweiz AG
M 832-WO-AM01	RESODIP	Registered	17 Jul 1980	454304	17 Jul 1980	454304	Russian Federation	01:17	17 Jul 2010	Registration	ABB Schweiz AG
							International Procedure	01:17			ABB Schweiz AG

Handwritten initials/signature

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REEL: 004463 FRAME: 0709

RECORDED: 01/28/2011