

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
Patrician Products, Inc.		04/05/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Pexco LLC		
Street Address:	2500 Northwinds Parkway		
Internal Address:	Suite 472		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2291867	FAST EDGE	
CORRESPONDENCE DATA			
Fax Number:	2023935350		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026386666		
Email:	trademark@jhip.com,mgentner@jhip.com		
Correspondent Name:	Marsha G. Gentner		
Address Line 1:	400 7th St., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	11338/G11338		
NAME OF SUBMITTER:	Marsha G. Gentner		
Signature:	/Marsha G. Gentner/		

Date:

04/20/2012

Total Attachments: 17

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BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made and delivered this 5th day of April, 2011, by Jodee Plastics, Inc., a New York corporation ("Jodee"), Patrician Products, Inc., a New York corporation ("PP") and Christine Meglino (together with Jodee and PP, the "Seller"), for the benefit of Pexco LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Purchaser have entered into that certain Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), which provides, among other things, for the sale and assignment by Seller to Purchaser of the Acquired Assets.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties and beneficiaries hereto and their respective successors and assigns.

3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. This Bill of Sale may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

5. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State.

[Signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has caused this Bill of Sale to be executed and delivered as of the day and year first above written.

JODEE PLASTICS, INC.

By: Christine Meglino
Name: Christine Meglino
Title: President

PATRICIAN PRODUCTS, INC.

By: Christine Meglino
Name: Christine Meglino
Title: President

Christine Meglino
CHRISTINE MEGLINO

SCHEDULE 2.12 - Intellectual Property

2.12(a) - Patrician Intellectual Property Rights

IP OWNED OR LICENSED BY PATRICIAN AS OF JANUARY 25, 2011

PATENT APPLICATIONS

DPB File No.	Country	Title	Inventor	Serial No.	Filing Date	Status
177-58	US	Privacy Fence Inserts With Bottom Locking Member	Don A. Meglino	61/268,525	6/11/2009	Provisional Application
				12/802,747	6/11/2010	Non-provisional Application; pending

LICENSED PATENTS

Country	Title	Patent/ Serial No.
US	Even-Coil Edging for Cartonless Packaging	Patent No. 5,501,036
US	Privacy Inserts For Chain Link Fences Having Overlapping Portions	Patent No. 5,806,839
CANADA	Privacy Inserts for Chain Link Fences having Overlapping Portions	S.N. 2,161,852
US	Foldable Fence Inserts	Patent No. 6,182,947
US	Slat-Retaining Means for Chain Fences	Patent No. 5,056,761
US	Privacy Inserts for Chain Link Fences	Patent No. 5,584,468
CANADA	Privacy Inserts for Chain Link Fences	Patent No. 2,186,986
US	Privacy Inserts for Chain Link Fences	Patent No. 5,899,442
US	Fence Slats with Integral Locking Protions	Patent No. 5,799,929
CIP	Fence Slats with Integral Locking Protions	Patent No. 5,794,922
US	Slat Retaining Means for Chain Link Fences	Patent No. 4,512,556
US	Fence Slats with Integral Locking Protions	Serial No. 09/664,252 Patent No. 6,402,127
US	Chain Link Fence Assembly	Serial No. 09/665,033

TRADEMARKS

DPB File No.	Country	Mark	Registration No.	Registration Date	Status
177-24	US	Fast Edge	2,291,867	11/16/1999	2 nd Renewal due 11/16/2019
177-33	US	Estate Edge	2,444,808	04/17/2001	Renewal due 04/17/2011
177-5 CAN	Canada	Patrician Products	452,484	12/29/1995	Renewal due 12/29/20 10 (now in 6-month extension period)
177-47CTM	CTM	Patrician	002619500	01/28/2004	Renewal due 03/15/2012

LICENSED TRADEMARKS

Country	Mark	Registration No.	Registration Date	Status
US	PVT	1,418,371	11/25/1986	Active
Canada	PVT	TMA 442,215	04/21/1995	Active
US	FENCE-WEAVE	1,744,536	01/05/1993	Active
Canada	FENCE-WEAVE	TMA 452,165	12/22/1995	Active
US	MAX-SLAT	2,099,134	09/23/1997	Active
US	FAST EDGE	2,291,867	11/16/1999	Active
US	FAST SLAT	2,184,971	8/25/1998	No longer active

2.12(b) - Written Licenses

Reference is made to Schedule 2.11(x) of these Schedules.

2.12(c) - Patrician Intellectual Property Rights Claims

Confidential Settlement Agreement, dated as of April 18, 2008, by and among Suncast Technologies, L.L.C., Suncast Corporation and the Company.

2.12(f) - Patrician Privacy Policies

None.

EXECUTION VERSION

PURCHASE AGREEMENT
BY AND AMONG
PEXCO LLC,
JODEE PLASTICS, INC.,
PATRICIAN PRODUCTS, INC.
AND
CHRISTINE MEGLINO
April 5, 2011

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PURCHASE AGREEMENT

PURCHASE AGREEMENT (this "Agreement"), dated as of April 5, 2011, by and among Pexco LLC, a Delaware limited liability company (the "Purchaser"), Jodee Plastics, Inc., a New York corporation ("JP"), Patrician Products, Inc., a New York corporation ("PP"), and together with JP, collectively, the "Company") and Christine Meglino ("Seller"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Article VII below.

WHEREAS, the Company desires to transfer to the Purchaser, and the Purchaser desires to acquire from the Company, all of the Acquired Assets and Assumed Liabilities, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I TRANSACTIONS; CLOSING

1.1 Asset Purchase.

(a) At the Closing, on and subject to the terms and conditions set forth herein, the Purchaser shall purchase from the Company, and the Company shall sell, transfer, convey, and deliver to the Purchaser, all of the Acquired Assets free and clear of any Encumbrances (other than Permitted Encumbrances).

(b) At the Closing, on and subject to the terms and conditions set forth herein, the Purchaser shall assume and become responsible for all Assumed Liabilities. Except as and to the extent expressly provided in this Section 1.1(b) the Purchaser is not agreeing to, and shall not, assume any other Liability of Patrician of any kind, character or description, whether arising prior to or following the Closing, and the execution and performance of this Agreement shall not render the Purchaser liable for any such Liability (all such liabilities and obligations shall be referred to herein as the "Excluded Liabilities") other than the Assumed Liabilities.

1.2 The Closing. The consummation of the transactions contemplated hereby (collectively, the "Closing") will take place at the offices of Kirkland & Ellis LLP, 601 Lexington Ave, New York, New York 10022, commencing at 10:00 a.m. EST on the date hereof. The date of the Closing is referred to as the "Closing Date." The effective time of the Closing is 12:01 a.m. EST on the Closing Date. At the Closing:

(a) The Company will execute, acknowledge (if appropriate), and deliver to the Purchaser (A) assignments (including Real Property and Intellectual Property Rights transfer documents) on terms and conditions reasonably satisfactory to the Purchaser and (B) such other instruments of sale, transfer, conveyance, and assignment as the Purchaser and its counsel may reasonably request; and the Purchaser will execute, acknowledge (if appropriate), and deliver to the Company (A) an assumption on terms and conditions reasonably satisfactory to the Company, and (B) such other instruments of assumption as the Company and its counsel may reasonably request.

(x) license, royalty or other Contracts with respect to any intangible Assets (including any Intellectual Property Rights);

(xi) Contract that contains any provision pursuant to which Patrician is obligated to indemnify or make any indemnification payments to any Person;

(xii) agent, sales representative, sales or distribution Contracts (other than purchase and sale orders entered into in the Ordinary Course of Business);

(xiii) Contract relating to the marketing or advertising of Patrician's products or services;

(xiv) power of attorney or other similar Contracts or grant of agency;

(xv) Contract prohibiting it, now or in the future, from freely engaging in any business or competing anywhere in the world or restricting its use of Intellectual Property Rights, including any nondisclosure, noncompetition, coexistence, standstill or confidentiality agreements;

(xvi) Contract prohibiting or otherwise restricting, now or in the future, Patrician from expanding its business or otherwise conducting any business anywhere in the world;

(xvii) Contract that is otherwise material to the business, operations or financial condition of Patrician, taken as a whole, and is outside of the Ordinary Course of Business; or

(xviii) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(b) All of the Contracts set forth or required to be set forth on Schedule 2.11 and all Leases (collectively, the "Material Contracts") are valid, binding and enforceable as to Patrician and, to the Knowledge of Patrician, the other parties thereto, in accordance with their respective terms. Each Material Contract will be in full force and effect in accordance with its terms immediately upon consummation of the transactions contemplated hereby. Patrician, and to the Knowledge of Patrician, each other party thereto, has performed all obligations required to be performed by it and is not in default under or in breach of, or in receipt of any Claim of default or breach under, any Material Contract. There has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute a default by Patrician, or to the Knowledge of Patrician, any of the other parties to such Material Contracts. The Company has not received written notice that any party to any Material Contract intends to cancel or terminate any such Material Contract or to exercise or not to exercise any option to renew thereunder.

(c) There has been made available to the Purchaser (i) a true, correct and complete copy of each Material Contract, together with all amendments, waivers or other changes thereto, and (ii) a true, correct and complete description of the material terms of all oral Material Contracts.

2.12 Intellectual Property Rights.

(a) Schedule 2.12(a) contains a complete and accurate list of all of the following that are owned by Patrician or for which Patrician has a license, and that are used in the Business as presently conducted (collectively, the “Patrician Intellectual Property Rights”): (i) patented or registered Intellectual Property Rights, (ii) pending patent applications or other applications for registrations of other Intellectual Property Rights, (iii) computer software (other than mass-marketed or commercially available off the shelf software with a replacement cost and/or annual license fee of less than \$25,000), (iv) trade or corporate names, trade dress, logos, slogans, and Internet domain names, (v) unregistered trademarks, unregistered service marks, and unregistered copyrights that are material to the Business as presently conducted, and (vi) any other Intellectual Property Rights that are material to the Business as presently conducted.

(b) Patrician owns and possesses, free and clear of all Encumbrances, all right, title and interest in and to, or has the right to use pursuant to a written license set forth on Schedule 2.12(b), all of the Patrician Intellectual Property Rights. To the Knowledge of the Company, all of the Patrician Intellectual Property Rights set forth or required to be set forth on Schedule 2.12(a) are valid and enforceable and have not been misused. None of the Patrician Intellectual Property Rights have been adjudged invalid or unenforceable. None of the Patrician Intellectual Property Rights set forth or required to be set forth on Schedule 2.12(a) have lapsed, expired or been abandoned. Patrician has taken all commercially reasonable actions to maintain and protect the Patrician Intellectual Property Rights.

(c) Except as set forth on Schedule 2.12(c), (a) there are no Claims (including office actions) against Patrician (or, to the Knowledge of Patrician, a third party) that were either made within the past six years or are presently pending contesting the validity, use, ownership, enforceability or registrability of any of the Patrician Intellectual Property Rights, and, to the Knowledge of Patrician, no such Claim is threatened against Patrician, (b) the operation of the Business as currently conducted does not infringe, misappropriate or otherwise conflict with, any Intellectual Property Rights of other Persons and Patrician has not received any written notice from any other Person alleging any of the foregoing (including, any demands or offers to license any Intellectual Property Rights from any other Person), and (c) to the Knowledge of Patrician, no third party has infringed, misappropriated or otherwise conflicted with any of the Patrician Intellectual Property Rights. The transactions contemplated by this Agreement will not impair the right, title or interest of Patrician in or to the Patrician Intellectual Property Rights, and all of the Patrician Intellectual Property Rights will be owned or available for use by the Purchaser immediately after the Closing on terms and conditions materially comparable to those under which Patrician owned or used the Patrician Intellectual Property Rights immediately prior to the Closing.

(d) To the Knowledge of Patrician, Patrician owns all right, title and interest in and to all Intellectual Property Rights created by all present or former employees, independent and contractors in the course of their employment or other engagement with the Patrician.

(e) The computer software, computer hardware, computer firmware, networks, interfaces and related systems (collectively, “Computer Systems”) used by Patrician in the Business as presently conducted are sufficient for Patrician’s current operation of the Business, and there have been no failures, crashes or other adverse events affecting the Computer Systems that have had or would reasonably be expected to have a material adverse effect on the ability to operate the Business.

6.5 Right of First Refusal. Prior to any sale (whether through a sale of stock or assets, through a merger or consolidation, or otherwise) of the PP&RF Business to a third party purchaser (a “PP&RF Business Sale”), the Company shall deliver a written notice (the “Sales Notice”) to the Purchaser, disclosing in reasonable detail the identity of the prospective buyer and the terms and conditions of the proposed PP&RF Business Sale. The Purchaser may elect to purchase the PP&RF Business upon the same terms and conditions as those set forth in the Sales Notice by delivering a written notice of such election to the Company within 30 Business Days after its receipt of the Sales Notice (the “Right of First Refusal Period”). If the Purchaser has not elected to purchase the PP&RF Business within the Right of First Refusal Period, the Company may consummate the PP&RF Business Sale at the price and on the terms specified in the Sales Notice during the 90 day period immediately following the end of the Right of First Refusal Period. If the PP&RF Business Sale is not consummated within such period, any subsequent sale will be subject to the provisions of this Section 6.5. The right of first refusal set forth in this Section 6.5 shall terminate on the fifth anniversary of this Agreement.

6.6 Termination of Licensing Agreement. As of the Closing, the parties hereto acknowledge and agree that the Licensing and Manufacturing Agreement, between Bunzl Extrusion Massachusetts, Inc. and Patrician Products, Inc., dated as of August 22, 2001 (the “Licensing Agreement”), shall automatically be terminated and shall be of no further force or effect. No provisions of the Licensing Agreement shall survive the Closing, and all rights, liabilities and obligations of the parties under the Licensing Agreement shall be extinguished without any further act or deed.

6.7 Tax Cooperation and Exchange of Information. The Seller, the Company and the Purchaser will provide each other with such cooperation and information as either of them reasonably may request of the other (and the Seller shall cause the Company to provide such cooperation and information to the extent required) in filing any Tax Return, amended Tax Return or claim for refund, determining any liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes relating to the Acquired Assets or the Business.

ARTICLE VII DEFINITIONS

For the purposes hereof, the following terms have the meanings set forth below:

“Accounting Firm” has the meaning set forth in Section 1.3(c).

“Accounts Receivable” has the meaning set forth in Section 2.6.

“Acquired Assets” means all right, title, and interest in and to all of the Assets of the Company other than the Excluded Assets. “Acquired Assets” shall not include any of the Assets used primarily for the PP&RF Business.

“Actual Value” has the meaning set forth in Section 1.3(d)(iii).

“Affiliate” of any particular Person means (i) any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person

whether through the ownership of voting securities, contract or otherwise and, (ii) with respect to individuals, such individual's Family Members.

"Agreement" has the meaning set forth in the preamble.

"Applicable Customers" means all customers of the Business other than Boundary Wholesale, Master Halco Inc., Merchants Metal Inc., National Metals Industries, Sonco Wholesale Fence and Stephens' Pipe & Steel.

"Assets" mean, with respect to any Person, all businesses, properties, assets, machinery, equipment, furniture, fixtures, Permits, goodwill and rights of such Person as a going concern, of every nature, kind and description, tangible and intangible, owned or leased, wheresoever located (whether in the United States or otherwise) and whether or not carried or reflected on the books or records of such Person, used, held for use, or useful in connection with the operation of the business as of the Closing Date of such Person.

"Assumed Liabilities" means all liabilities set forth on Schedule AL.

"Business" means, other than the PP&RF Business, the business conducted by the Company as of the Closing Date (including any changes or expansions thereto specifically planned as of such time).

"Business Day" means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Claim" means any claim or demand.

"Closing" has the meaning set forth in Section 1.2.

"Closing Date" has the meaning set forth in Section 1.2.

"Closing Date Indebtedness" means the Indebtedness as of the Closing Date.

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Code §4980B, and any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble.

"Computer Systems" has the meaning set forth in Section 2.12(e).

"Confidential Information" means any information concerning Patrician that is not already generally available to the public.

costs), (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (iv) any indebtedness pursuant to a guarantee, (v) any obligations under capitalized leases, (vi) any “earn-out” payment obligations and (vii) any indebtedness secured by an Encumbrance on a Person’s assets.

“Indemnitee” has the meaning set forth in Section 5.2(g).

“Indemnitor” has the meaning set forth in Section 5.2(g).

“Insurance Policies” has the meaning set forth in Section 2.15.

“Intellectual Property Rights” means (i) all patents, patent applications and patent disclosures as well as any reissues, continuations, continuations-in-part, divisions, revisions, extensions or reexaminations thereof, (ii) all trademarks, service marks, trade dress, trade names, brands, slogans, logos, Internet domain names, and corporate names (and all translations, adaptations, derivations, and combinations of the foregoing), together with all of the goodwill associated therewith, (iii) all copyrights and copyrightable works, (iv) all registrations, applications and renewals for any of the foregoing, (v) all computer software (including source code and object code), data, databases and documentation thereof, (vi) all trade secrets and other Confidential Information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing, production, design and merchandising processes and techniques, (vii) all rights of privacy and rights of publicity, (viii) all licensing, franchising, merchandising, advertising, rental and similar rights, (ix) all other intellectual property and proprietary rights, (x) all copies and tangible embodiments of any of the foregoing, in whatever form or medium, (xi) all rights to sue for past, present and future infringement or misappropriation of any of the foregoing, and (xii) all proceeds of any of the foregoing, including license royalties and other income and damages and other proceeds of suit.

“Investment” as applied to any Person means (i) any direct or indirect purchase or other acquisition by such Person of any notes, obligations, instruments or Equity Interest of any other Person and (ii) any capital contribution by such Person to any other Person.

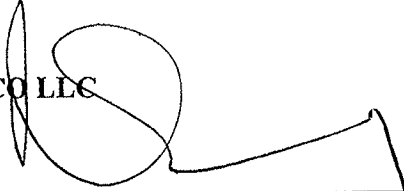
“JP” has the meaning set forth in the preamble.

“Knowledge” means, with respect to any Person, (i) the actual knowledge of such Person (including the actual knowledge of the officers and directors of such Person) and (ii) that knowledge which could have been acquired by such Person after making such due inquiry and exercising such due diligence as a prudent businessperson would have made or exercised in the management of his, her or its business affairs in light of all of the circumstances applicable thereto. For the avoidance of doubt, the Knowledge of Patrician shall also include the Knowledge of Seller.

“Laws” means all statutes, laws, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, acts or decrees of any Governmental Entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PEXCO LLC

By:  _____

Name: Neil Shillingford
Title: Chief Executive Officer

JODEE PLASTICS, INC.

By: _____

Name:
Title:

PATRICIAN PRODUCTS, INC.

By: _____

Name:
Title:

CHRISTINE MEGLINO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PEXCO LLC

By: _____
Name: Neil Shillingford
Title: Chief Executive Officer

JODEE PLASTICS, INC.

By: Christine Meglino
Name: Christine Meglino
Title: President

PATRICIAN PRODUCTS, INC.

By: Christine Meglino
Name: Christine Meglino
Title: President

Christine Meglino
CHRISTINE MEGLINO

SCHEDULE 2.12 - Intellectual Property

2.12(a) - Patrician Intellectual Property Rights

IP OWNED OR LICENSED BY PATRICIAN AS OF JANUARY 25, 2011

PATENT APPLICATIONS

DPB File No.	Country	Title	Inventor	Serial No.	Filing Date	Status
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CANADA	Privacy Inserts for Chain Link Fences having Overlapping Portions	S.N. 2,161,852
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TRADEMARKS

DPB File No.	Country	Mark	Registration No.	Registration Date	Status
177-24	US	Fast Edge	2,291,867	11/16/1999	2 nd Renewal due 11/16/2019
177-33	US	Estate Edge	2,444,808	04/17/2001	Renewal due 04/17/2011
177-5 CAN	Canada	Patrician Products	452,484	12/29/1995	Renewal due 12/29/20 10 (now in 6-month extension period)
177-47CTM	CTM	Patrician	002619500	01/28/2004	Renewal due 03/15/2012

LICENSED TRADEMARKS

Country	Mark	Registration No.	Registration Date	Status
US	PVT	1,418,371	11/25/1986	Active
Canada	PVT	TMA 442,215	04/21/1995	Active
US	FENCE-WEAVE	1,744,536	01/05/1993	Active
Canada	FENCE-WEAVE	TMA 452,165	12/22/1995	Active
US	MAX-SLAT	2,099,134	09/23/1997	Active
US	FAST EDGE	2,291,867	11/16/1999	Active
US	FAST SLAT	2,184,971	8/25/1998	No longer active

2.12(b) - Written Licenses

Reference is made to Schedule 2.11(x) of these Schedules.

2.12(c) - Patrician Intellectual Property Rights Claims

Confidential Settlement Agreement, dated as of April 18, 2008, by and among Suncast Technologies, L.L.C., Suncast Corporation and the Company.

2.12(f) - Patrician Privacy Policies

None.