

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383679

|                                                                                                                                                                                                 |                                     |                       |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | MERGER                              |                       |                       |
| <b>EFFECTIVE DATE:</b>                                                                                                                                                                          | 03/30/2010                          |                       |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                     |                       |                       |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| Mapa Spontex Inc.                                                                                                                                                                               |                                     | 03/30/2010            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                     |                       |                       |
| <b>Name:</b>                                                                                                                                                                                    | NUK USA LLC                         |                       |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1150 Taylors Lane                   |                       |                       |
| <b>City:</b>                                                                                                                                                                                    | Cinnaminson                         |                       |                       |
| <b>State/Country:</b>                                                                                                                                                                           | NEW JERSEY                          |                       |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 08077                               |                       |                       |
| <b>Entity Type:</b>                                                                                                                                                                             | Limited Liability Company: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                     |                       |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 3824844                             | PYLOX                 |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                     |                       |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | 5619124182                          |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                     |                       |                       |
| <b>Phone:</b>                                                                                                                                                                                   | 561-912-4343                        |                       |                       |
| <b>Email:</b>                                                                                                                                                                                   | jstgermaine@jarden.com              |                       |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Christina DeAngelis                 |                       |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 2381 Executive Center Drive         |                       |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | Boca Raton, FLORIDA 33431           |                       |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Christina DeAngelis                 |                       |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Christina DeAngelis/               |                       |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 05/09/2016                          |                       |                       |
| <b>Total Attachments: 25</b>                                                                                                                                                                    |                                     |                       |                       |
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of March 30, 2010 (the "Transfer Date") by and between:

MAPA SPONTEX INC. ("Seller"), a Delaware corporation, and

NUK USA LLC ("Purchaser"), a Delaware limited liability company and wholly owned subsidiary of the Seller.

### RECITALS

WHEREAS, pursuant to a letter, dated as of December 16, 2009, by and between Total S.A., a French corporation and Jarden Corporation, a Delaware corporation, Total has agreed to cause Seller to transfer the Assets (as defined below) to Purchaser, and

WHEREAS, Seller has agreed to transfer and Purchaser has agreed to purchase the Assets.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained herein, Purchaser and Seller (each, a Party and collectively, the "Parties") hereby agree as follows:

### Article I. DEFINITIONS

- 1.1 Certain Defined Terms. As used in this Agreement, "Encumbrance" shall mean any security interest, pledge, mortgage, lien, hypothecation, right of others, claim, interest, easement, covenant, burden, title defect, or other restrictions or limitations of any kind whatsoever.

### Article II. PURCHASE AND SALE

- 2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Transfer Date, Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of the Seller's right, title and interest in and to the following assets, free and clear of all Encumbrances (collectively, the "Assets"):
- 2.1.1 The professional gloves, retail gloves and cellulose inventories as listed on Schedule 2.1.1;
  - 2.1.2 All contracts related to Seller's professional glove business (the "Contracts"), in each case to the extent assignable to Purchaser under the terms of the applicable Contract as listed on Schedule 2.1.2;
  - 2.1.3 The professional gloves, retails gloves and cellulose business customer lists as listed on Schedule 2.1.3;

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2.1.4 The trademarks listed on Schedule 2.1.4; and

2.1.5 The equipment as listed on Schedule 2.1.5 (the "Equipment").

2.2 Purchase Price.

2.2.1 The purchase price for the Assets, which the Parties hereto agree is  
[REDACTED]  
[REDACTED] (the "Purchase Price").

2.2.2 Attached hereto as Exhibit A is a statement which sets forth the allocation of the Purchase Price among the Assets.

2.2.3 For the avoidance of doubt, the Purchase Price is exclusive of any costs incurred in relation to the dismantling, handling, removal and transportation of the Equipment to any business location of the Purchaser, which the Purchaser shall be solely liable for.

2.3 Assumption of Liabilities.

2.3.1 Purchaser shall assume, perform and discharge Seller's liabilities (i) relating to and arising out of the Assets after the Transfer Date, and (ii) except as expressly provided in Section VI herein, relating to the Transferred Employees (collectively, the "Assumed Liabilities").

2.3.2 Anything contained herein to the contrary notwithstanding, except for the Assumed Liabilities, Purchaser shall not assume any liabilities of Seller, whether or not arising out of or relating to the Assets or any other business of Seller, all of which liabilities shall at and after the Transfer Date remain the exclusive responsibility of Seller.

**Article III. CLOSING**

3.1 Payment on Transfer Date. On the Transfer Date, Purchaser shall pay and deliver to Seller, by wire transfer of immediately available funds, an amount equal to the Purchase Price.

3.2 Purchaser's Additional Closing Deliveries. Purchaser covenants and agrees to deliver or cause to be delivered to Seller all of the following:

3.2.1 A duly executed counterpart of this Agreement;

3.2.2 A counterpart of an assignment and assumption agreement executed as of the Transfer Date and in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement") transferring the Contracts to Purchaser; and

3.2.3 Such other instruments of assumption and acceptance and other instruments or documents, in form and substance reasonably acceptable to Seller, as may be necessary to effect Purchaser's assumption of the Assets from Seller.

3.3 Seller's Closing Deliveries. Seller covenants and agrees to deliver or cause to be delivered to Purchaser all of the following:

3.3.1 A duly executed counterpart of this Agreement;

3.3.2 A counterpart of the Assignment and Assumption Agreement;

3.3.3 A bill of sale executed as of the Transfer Date and in the form attached hereto as Exhibit C (the "Bill of Sale") transferring ownership of the tangible personal property included in the Assets to Purchaser; and

3.3.4 Such other instruments of assumption and acceptance and other instruments or documents, in form and substance reasonably acceptable to Purchaser, as may be necessary to effect Seller's assignment of the Assets to Purchaser.

#### Article IV. REPRESENTATIONS AND WARRANTIES

4.1 Seller represents and warrants to Purchaser that as of the Transfer Date:

4.1.1 Organization. Seller is a corporation duly incorporated and validly existing under the laws of Delaware and is not subject to any administrative, winding up or similar order, and there are no proceedings under any applicable insolvency, reorganization or similar laws in any jurisdiction concerning Seller. Seller has all requisite corporate power and authority to own the Assets and to carry on its business as and where it is now being conducted and is duly qualified or licensed to do business in the jurisdictions in which the ownership of the Assets or the conduct of its business requires such qualification or license except for such failures which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or a material adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement.

4.1.2 Authorization. Seller has the corporate power and authority to execute this Agreement and the other documents to be executed pursuant hereto and to perform its obligations hereunder. The execution of this Agreement and the other documents to be executed pursuant hereto by Seller and the performance by Seller of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed by Seller and, assuming due authorization and execution by Purchaser, constitutes a valid and

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binding agreement of Seller, enforceable against Seller in accordance with its terms.

4.1.3 Effect of Agreement. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not: (i) violate, conflict with or result in a breach by Seller of the organizational documents of Seller; (ii) violate, conflict with or result in a breach of, or constitute a default by Seller (or create an event which, with notice or lapse of time or both, would constitute a default) or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any Encumbrance upon any of the Assets under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument to which Seller or any of its properties may be bound; (iii) violate or result in a breach of any governmental order or law applicable to Seller or any of the Assets; or (iv) require any order, consent, approval or authorization of, or notice to, or declaration, filing, application, qualification or registration with, any governmental authority, except, with respect to the foregoing clauses (ii), (iii) and (iv) above, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect or a material adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement.

4.1.4 Title to Assets. Seller has good and valid title to the Assets, free and clear of all Encumbrances.

4.1.5 Employee Benefits. (a) Schedule 4.1.5(a) sets forth the name of each "employee benefit plan" (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA")), whether or not subject to ERISA, and any other employee benefit plan, foreign plan, program, policy or Contract, including any employment, pension, retirement, profit-sharing, thrift, savings, bonus plan, incentive, stock option or other equity or equity-based compensation, or deferred compensation, stock purchase, severance or redundancy pay, enhanced maternity, paternity or adoption pay, retention, change of control or unemployment benefits, sick leave, vacation or holiday pay, salary continuation for disability, hospitalization, health or medical insurance, life insurance, fringe benefits, flexible spending account or scholarship plan, program, agreement, arrangement or policy maintained by Seller or any entity which, together with another entity, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA (each such entity, an "ERISA Affiliate"), or to which Seller or any of its ERISA Affiliates is obligated to contribute, on behalf of any of the Transferred Employees (each a "Seller Benefit Plan"), to which any Transferred Employee is a party or in which any Transferred Employee participates. Each Seller

Benefit Plan in which at least one Transferred Employee participates, or has participated, has been maintained and operated in material compliance with its terms and the requirements of any applicable Law, including ERISA and the Code.

4.1.6 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE ASSETS ARE SOLD "AS IS, WHERE IS" AND SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 Purchaser represents and warrants to Seller that, as of the Transfer Date:

4.2.1 Organization. Purchaser is a limited liability company duly organized and validly existing under the laws of Delaware and is not subject to any administrative, winding up or similar order, and there are no proceedings under any applicable insolvency, reorganization or similar laws in any jurisdiction concerning Purchaser. Purchaser has all requisite corporate power and authority to own its assets and to carry on its business as and where it is now being conducted and is duly qualified or licensed to do business in the jurisdictions in which the ownership of its property or the conduct of its business requires such qualification or license except for such failures which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect or a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement.

4.2.2 Authorization. Purchaser has the corporate power and authority to execute this Agreement and the other documents to be executed pursuant hereto and to perform its obligations hereunder. The execution of this Agreement and the other documents to be executed pursuant hereto by Purchaser and the performance by Purchaser of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed by Purchaser and, assuming due authorization and execution by Seller, constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

4.2.3 Effect of Agreement. The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby do not and will not: (i) violate, conflict with or result in a breach by Purchaser of the organizational documents of Purchaser; (ii) violate, conflict with or result in a breach of, or constitute a default by Purchaser (or create an event which, with notice or lapse of time or both, would constitute a default) or give rise

to any right of termination, cancellation or acceleration under, or result in the creation of any Encumbrance upon any of the properties of Purchaser under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument to which Purchaser or any of its properties may be bound; (iii) violate or result in a breach of any governmental order or law applicable to Purchaser or any of its properties; or (iv) require any order, consent, approval or authorization of, or notice to, or declaration, filing, application, qualification or registration with, any Governmental Authority, except, with respect to the foregoing clauses (ii), (iii) and (iv) above, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect or a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement.

#### Article V. COVENANTS AND AGREEMENTS

- 5.1 Treatment of Unsold Assets. Following the Transfer Date, Seller shall cause the destruction of all inventories relating exclusively to its professional glove business that are not listed on Schedule 2.1.1 and the equipment relating to its cellulose manufacturing business that is listed on Schedule 5.1.
- 5.2 Treatment of Non-Assignable Contracts. In the event that any Contract is not assignable to Purchaser (each, a "Non-Assignable Contract"), this Agreement shall not constitute a contract to assign the same to the extent that an attempted transfer or assignment would either constitute a breach thereof or adversely affect the rights or obligations of Purchaser or Seller thereunder. From and after the Transfer Date, the Parties shall use commercially reasonable efforts to provide Purchaser with the benefit of any Non-Assignable Contract and, at the request of Purchaser, Seller shall use commercially reasonable efforts to enforce the rights of Seller against the other Party thereto arising out of any breach or cancellation thereof by the other such Party. To the extent that Purchaser receives the rights and benefits of any Non-Assignable Contract, any Liabilities arising thereunder shall be deemed Assumed Liabilities under this Agreement.
- 5.3 Licensing of the "Wave<sup>TM</sup>" trademark. Following the Transfer Date, Purchaser undertake to continue in good faith the on-going negotiations with RemPac LLC with a view of reaching an acceptable agreement on the licensing of the Wave<sup>TM</sup> trademark sold to the Purchaser under this Agreement and shall fully indemnify and hold Seller harmless from and against any claims, actions or proceedings brought by Rem Pac relating to the conduct of such negotiations.



## Article VI. EMPLOYEE MATTERS

- 6.1 Transferred Employees. Effective as of March 31, 2010 (the "Employee Transfer Date"), Seller or its affiliates, as applicable, shall use reasonable best efforts to terminate the employment of each individual listed in Schedule 6.1 (each such individual, a "Transferred Employee"). Within 2 Business Days of the date hereof, Purchaser agrees to offer, or to cause one of its affiliates to offer, to each Transferred Employee, employment with Purchaser or one of its affiliates commencing as of the Employee Transfer Date on terms and conditions (including compensation and benefits) that are substantially similar in the aggregate to those terms and conditions upon which similarly situated employees of Purchaser are employed as of the date hereof. To the extent that a Transferred Employee does not accept such offer of employment, any severance or other liabilities relating to or arising in connection with such Transferred Employee's resulting termination of employment with Seller or an affiliate thereof, as applicable, shall be retained by Seller, and Purchaser shall have no obligation with respect thereto.
- 6.2 Credit for Service. To the extent permissible under applicable Law, for all purposes (including for purposes of eligibility, vesting and levels of benefits, such as the amount of any vacation, sick days, severance, layoff and similar benefits, ) under any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, but without regard to whether the applicable plan is subject to ERISA), program or arrangement established or maintained by Purchaser or any of its affiliates providing benefits to any Transferred Employee (including any previously-established plan, program or arrangement covering any Transferred Employee) (the "Purchaser Plans") on or after the Employee Transfer Date, each Transferred Employee shall be credited for all service credited to such Transferred Employee under similar plans, programs or arrangements maintained by Seller as of the date hereof in addition to service earned with Purchaser or any of Purchaser's affiliates after the Employee Transfer Date; provided that Purchaser and its affiliates shall have no obligation to credit any prior service of a Transferred Employee pursuant to this Section 6.2 to the extent such service credit would result in a duplication of benefits.
- 6.3 Pre-Existing Conditions; Coordination. Without limiting the generality of Section 6.1 above and to the extent permitted by applicable law, each Transferred Employee shall be immediately eligible to participate, without any waiting time, in all Purchaser Plans to the extent coverage under such Purchaser Plans is comparable to a Seller Benefit Plan in which such Transferred Employee participated immediately prior to the date hereof. Purchaser will, or will cause its affiliates to, to the extent permitted by applicable law, (a) waive any pre-existing condition exclusions, evidence of insurability requirements and waiting periods for participation and coverage that are applicable under any Purchaser Plans that are employee welfare

benefit plans (as defined in Section 3(1) of ERISA) applicable to the Transferred Employees and their dependents and (b) provide each such Transferred Employee with credit for all expenses paid by such Transferred Employee during the portion of the plan year of the applicable Seller Benefit Plan ending on the date such Transferred Employee begins participation in a corresponding Purchaser Plan for purposes of satisfying any applicable deductible, coinsurance or out-of-pocket requirements for the plan year that includes the Employee Transfer Date as if such amounts had been paid in accordance with such Purchaser Plan.

- 6.4 Vacation. Seller shall pay the amount of compensation with respect to the accrued and unused vacation days that is due and owing to the Transferred Employees up to the Employee Transfer Date by the date required under applicable law. Notwithstanding the foregoing sentence, to the extent permitted under applicable law, following the Employee Transfer Date, with respect to each Transferred Employee, Purchaser shall, or shall cause its Affiliate to, recognize and credit each such Transferred Employee with any accrued but unused vacation and sick days to which such Transferred Employee is entitled as of the Employee Transfer Date.
- 6.5 Post-Transfer Liabilities. From and after the Employee Transfer Date, Purchaser and its affiliates shall have or cause their plans to have the liability and obligation for, and neither Seller nor any of its Affiliates shall have any liability or obligation for, short-term disability benefits, long-term disability benefits, sick pay and salary continuation (and any medical, dental and health benefits or claims incurred after such date) for the Transferred Employees with respect to benefits or claims incurred after the Employee Transfer Date (it being understood that Seller and its Affiliates shall be responsible for all such liabilities and obligations with respect to each Transferred Employee prior to the Employee Transfer Date). From and after the Employee Transfer Date, Purchaser shall have the obligation and Liability for any workers' compensation or similar workers' protection claims with respect to any such individual incurred on or after the Employee Transfer Date.
- 6.6 Spontex Cash Balance Plan. Notwithstanding anything in this Agreement to the contrary, Purchaser and its Affiliates shall have no liability arising from or relating to any Transferred Employee's participation in the "Restated Retirement Plan".
- 6.7 Sole Benefit of Seller and Purchaser. The terms and provisions of this Article VI are for the sole benefit of Seller and Purchaser. Nothing contained herein, express or implied (i) shall be construed to establish, amend, or modify any Seller Benefit Plan, any Purchaser Plan, or any other benefit plan, program, agreement or arrangement, (ii) is intended to confer or shall confer upon any current or former employee any right to employment or continued

employment, or constitute or create an employment agreement with any Transferred Employee, or (iii) is intended to confer or shall confer upon any individual or any legal representative of any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees and including collective bargaining agents or representatives) any right as a third-party beneficiary of this Agreement.

#### Article VII. INDEMNIFICATION

- 7.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Purchaser and its officers, directors, employees, agents, affiliates, subsidiaries, partners, members and controlling persons (collectively, the "Purchaser Indemnitees") harmless from and against any and all fees, expenses, losses, claims, damages, suits, proceedings and liabilities that are incurred by or threatened against the Purchaser Indemnitees, or any of them, including, but not limited to, reasonable attorneys' fees and expenses, caused by or in any way resulting from or relating to the breach of any of the representations, warranties, agreements or covenants of Seller set forth in this Agreement.
- 7.2 Indemnification by Purchaser. Purchaser hereby agrees to indemnify, defend and hold Seller and its officers, directors, employees, agents, affiliates, subsidiaries, partners, members and controlling Persons (collectively, the "Seller Indemnitees") harmless from and against any and all fees, expenses, losses, claims, damages, suits, proceedings and liabilities that are incurred by or threatened against the Seller Indemnitees, or any of them, including, but not limited, to reasonable attorneys' fees and expenses, caused by or in any way resulting from or relating to the breach of any of the representations, warranties, agreements or covenants of Purchaser set forth in this Agreement.

#### Article VIII. MISCELLANEOUS PROVISIONS

- 8.1 Costs and Expenses. Except as otherwise expressly set forth in this Agreement, each Party hereto shall bear 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 independent public accountants. The Buyer shall be liable for any transfer documentary, sales, use, registration and other such taxes and related fees related to the transfer of the Assets pursuant to this Agreement.
- 8.2 Further Cooperation. Each Party hereto shall take such further actions and execute, acknowledge and deliver such further documents and instruments of conveyance and transfer as may be reasonably required or appropriate from time to time to effectuate and carry out the terms of this Agreement.



- 8.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws (without regard for principles of conflict of laws) of the State of New York.
- 8.4 Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party.
- 8.5 Amendments; Waiver. The waiver of any term or provision of this Agreement will not be effective unless in writing and signed by the Party against whom enforcement of such waiver is sought. No failure by either Party hereto to enforce any provision of this Agreement shall be deemed to or shall constitute a waiver of such provision, nor shall such failure in any way affect the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every such provision. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties hereto.
- 8.6 Survival. All representations, warranties and covenants of the Parties hereto made in this Agreement will survive the execution, delivery and performance of this Agreement.
- 8.7 Notices. All notices and communications under this Agreement will be in writing and in the English language. Notices will be deemed to have been received (i) upon receipt of a registered letter, (ii) the next business day following proper deposit with an internationally recognized express overnight delivery service, or (iii) upon confirmation of an electronic transmission in writing by sending a copy of such e-mail to the recipient thereof pursuant to clause (i) or (ii) above.

8.7.1 Purchaser. Any notices sent to Purchaser hereunder should be sent to:

Attention: Mr Antoine Forbin  
President  
NUK USA LLC

Fax: +(1) 201-487-6107

Email: [antoine.forbin@nuk-usa.com](mailto:antoine.forbin@nuk-usa.com)

8.7.2 Seller. Any notices sent to Seller hereunder should be sent to:

Attention : Marc Boussemart

CEO – Mapa Spontex Inc

Fax: +(1) 931 490 21 05

Email : [marc.boussemart@total.com](mailto:marc.boussemart@total.com)

With a copy to: Françoise Leroy

General Secretary – Chemicals Division

Total S.A.

Fax: +00.(33).1.47.44.57.84

Email: [françoise.leroy@total.com](mailto:françoise.leroy@total.com)

- 8.8 Severability. In the event any provision of this Agreement or the application of any such provision is prohibited or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The Parties hereto will use their best efforts to replace the provision that is contrary to law with a legal one approximating to the greatest extent possible the original intent of the Parties hereto.
- 8.9 Complete Agreement. This Agreement including each exhibit hereto and other documents delivered pursuant to the terms hereof and thereof constitute one single agreement and set forth the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and thereof and supersede all previous and contemporaneous written or oral negotiations, commitments, understandings, and agreements relating to the subject matter hereof and thereof.
- 8.10 Counterparts; Headings; Interpretation. For the convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. All headings and captions are inserted for convenience of reference only and will not affect meaning or interpretation. The words “include” and “including” are not limiting in any way. Where the context of this Agreement requires, singular terms will be considered plural, and plural terms will be considered singular.
- 8.11 Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Paris, France and the language of arbitration shall be English. The foregoing provisions shall not preclude either Party hereto from applying for any preliminary or interim injunctive remedies available from any court of competent jurisdiction where necessary to protect its rights hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NUK USA LLC

By: 

Name: Antoine Forêt

Title: PRESIDENT

MAPA SPONTEX, INC.

By: 

Name: Marc BOUSSEHART

Title: PRESIDENT

Date: March 30, 2010

[Paris #614627 v11]

*Spontex - NUK USA APA  
Signature Page*

TRADEMARK  
REEL: 005789 FRAME: 0853

ALLOCATION OF PURCHASE PRICE

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|------------|------------|------------|
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| [REDACTED] |            |            |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] |            |            |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] |            |            |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
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| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Assignment and Assumption Agreement") is entered into as of March 29, 2010 (the "Transfer Date") by and between NUK USA LLC, a Delaware limited liability company ("Purchaser"), and Mapa Spontex Inc., a Delaware corporation ("Seller"), pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the Transfer Date, by and between Purchaser and Seller. Capitalized terms used but not defined herein shall have the respective meanings for such terms set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to Section 2.1 of the Asset Purchase Agreement, the Parties hereto have agreed that, on the Transfer Date, Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in and to the Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

1. Assignment. Subject to the terms of the Asset Purchase Agreement, Seller does hereby assign, convey, transfer and deliver to Purchaser all of the right, title and interest of Seller under the Contracts.
2. Assumption. Subject to the terms of the Asset Purchase Agreement, Purchaser does hereby assume and agrees to perform and discharge the Assumed Liabilities, including all liabilities relating to and arising out of the Contracts after the Transfer Date.
3. Terms of the Asset Purchase Agreement. This Assignment and Assumption Agreement is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Asset Purchase Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Assignment and Assumption Agreement shall be deemed to modify, limit, extend, add to or amend any obligation (including, for the avoidance of doubt, any representation or warranty) of any party under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and remain in full force and effect.
4. Parties in Interest. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Assignment



and Assumption Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this or to confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
6. Governing Law. This Agreement will be governed by and construed in accordance with the laws (without regard for principles of conflict of laws) of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first written above.

NUK USA LLC

By: 

Name: Aubin

Title: PRESIDENT

MAPA SPONTEX, INC.

By: 

Name: Marc BOUSSEMART

Title: PRESIDENT

Date: March 30, 2010

**BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Mapa Spontex Inc., a Delaware corporation ("Seller"), does hereby sell, assign, convey, transfer and deliver to NUK USA LLC, a Delaware limited liability company ("Purchaser"), all of its right, title and interest in and to the Assets, free and clear of all Encumbrances other than Permitted Encumbrances. Capitalized terms used but not defined herein shall have the respective meanings for such terms set forth in the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of March 29, 2010, by and between Purchaser and Seller.

This Bill of Sale is proof of this sale and of the receipt, adequacy and legal sufficiency of the Assets listed herein and consideration therefor. This Bill of Sale is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Asset Purchase Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Bill of Sale shall be deemed to modify, limit, extend, add to or amend any obligation (including, for the avoidance of doubt, any representation or warranty) of any party under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern and remain in full force and effect.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of March 30, 2010.

MAPA SPONTEX, INC.

By: 

Name: Marc BOUSSEMART

Title: PRESIDENT

Date: March 30, 2010

**Schedule 2.1.1.**

**Transferred inventories as of March 29, 2010**

[Paris #614627 v11]



**Schedule 2.1.2. Professional Glove Contracts**

|            |            |            |            |            |
|------------|------------|------------|------------|------------|
|            | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |            | [REDACTED] | [REDACTED] |
|            | [REDACTED] |            | [REDACTED] | [REDACTED] |
|            | [REDACTED] |            | [REDACTED] |            |
|            | [REDACTED] |            | [REDACTED] |            |
|            | [REDACTED] |            | [REDACTED] |            |
|            | [REDACTED] |            | [REDACTED] |            |
|            | [REDACTED] |            | [REDACTED] |            |

[Paris #614627 v11]

TRADEMARK

REEL: 005789 FRAME: 0859

[Paris #614627 v11]

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TRADEMARK  
REEL: 005789 FRAME: 0860

**Schedule 2.1.3. Customers Lists**

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**Schedule 2.1.4. Trademarks**

| Country       | Mark              | Reg. No./<br>Appl. No. | Last Owner         |
|---------------|-------------------|------------------------|--------------------|
| United States | BENCH MARK        | 1319466                | Mapa Spontex, Inc. |
| United States | BLUETTES          | 535390                 | Mapa Spontex, Inc. |
| United States | CHECKER DESIGN    | 3027489                | Mapa Spontex, Inc. |
| United States | CHEMZOIL          | 2568328                | Mapa Spontex, Inc. |
| United States | CLASSICS          | 1616491                | Mapa Spontex, Inc. |
| United States | COLOR BRITE       | 2902899                | Mapa Spontex, Inc. |
| United States | GARD'N YARD       | 1502248                | Mapa Spontex, Inc. |
| United States | GATOR-HIDE        | 1207949                | Mapa Spontex, Inc. |
| United States | MAPA PROFESSIONAL | 2004221                | Mapa Spontex, Inc. |
| United States | NIMBLE FINGERS    | 652768                 | Mapa Spontex, Inc. |
| United States | NIPROTECT         | 2495928                | Mapa Spontex, Inc. |
| United States | ONE USE           | 3033277                | Mapa Spontex, Inc. |
| United States | PAINT 'N FINISH   | 2076622                | Mapa Spontex, Inc. |
| United States | PERFECT FEEL      | 77635607               | Mapa Spontex, Inc. |
| United States | PIONEER           | 1358895                | Mapa Spontex, Inc. |
| United States | PREMIERE          | 3133845                | Mapa Spontex, Inc. |
| United States | PYLOX             | 699198                 | Mapa Spontex, Inc. |
| United States | QUIXAM            | 398688                 | Mapa Spontex, Inc. |

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|               |                        |          |                    |
|---------------|------------------------|----------|--------------------|
| United States | ROLLPRUF               | 1902502  | Mapa Spontex, Inc. |
| United States | SCENTSATIONS           | 2902898  | Mapa Spontex, Inc. |
| United States | SENSITRON              | 1706419  | Mapa Spontex, Inc. |
| United States | SPONGE DESIGN          | 77786227 | Mapa Spontex, Inc. |
| United States | STANFLEX               | 1925266  | Mapa Spontex, Inc. |
| United States | STANSOLV               | 1680172  | Mapa Spontex, Inc. |
| United States | STRIP 'N STAIN         | 2243454  | Mapa Spontex, Inc. |
| United States | SUPPLE REUSABLE GLOVES | 3140425  | Mapa Spontex, Inc. |
| United States | SURE-GRIP              | 1499691  | Mapa Spontex, Inc. |
| United States | TASK HANDLERS          | 1762903  | Mapa Spontex, Inc. |
| United States | TECHNIC                | 1563160  | Mapa Spontex, Inc. |
| United States | TEMP-TEC               | 1004307  | Mapa Spontex, Inc. |
| United States | TIGER RAG              | 1018849  | Mapa Spontex, Inc. |
| United States | TRIFAB                 | 1659591  | Mapa Spontex, Inc. |
| United States | TRILITES               | 2209626  | Mapa Spontex, Inc. |
| United States | TRIONIC                | 1329297  | Mapa Spontex, Inc. |
| United States | TWO-TONE               | 2517398  | Mapa Spontex, Inc. |
| United States | WAVE                   | 77769434 | Mapa Spontex, Inc. |
| United States | WOW! NO SCRATCH        | 3173503  | Mapa Spontex, Inc. |

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**Schedule 2.1.5. Equipment**

- 2.1.5(a) IT Equipment**
- 2.1.5(b) Logistic Equipment**
- 2.1.5(c) Forklifts and chargers**
- 2.1.5(d) Industrial equipment**

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**Schedule 5.1**  
**Equipment to be destroyed**

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