

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/05/2021

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pfudler, Inc.		04/12/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GMM Pfudler US Inc.
<b>Street Address:</b>	1000 West Avenue
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14611
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1356256	CRYO-LOCK
Registration Number:	0865204	GLASTEEL
Registration Number:	0737410	NUCERITE
Registration Number:	0742320	NUCERITE
Registration Number:	1442705	NUCERITE
Registration Number:	0865997	PFAUDLER
Registration Number:	0717560	PFAUDLERTRON
Registration Number:	5633216	PF

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: mdunn@dunnpat.com  
 Correspondent Name: Michael L Dunn  
 Address Line 1: 107 Wellington Drive  
 Address Line 4: Knightdale, NORTH CAROLINA 27545

<b>NAME OF SUBMITTER:</b>	Michael L Dunn
<b>SIGNATURE:</b>	/Michael L Dunn/

OP \$215.00 1356256

**DATE SIGNED:**

04/23/2023

**Total Attachments: 29**

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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), IS EFFECTIVE, *nunc pro tunc*, AS OF FEBRUARY 5, 2021 (Effective Date) and is entered into by and between Pfaudler, Inc., a U.S.A. Delaware corporation having a principal address at 1000 West Avenue Rochester, NY 14611, (the "Assignor"), and GMM Pfaudler US Inc., a U.S.A. Delaware corporation, also having a principal address at 1000 West Avenue, Rochester, NY 14611, (the "Assignee") (each, a "Party" and collectively, the "Parties"), and this Assignment is made pursuant to the terms of an attached Contribution Agreement, dated February 5, 2021 between the Parties, which Contribution Agreement is incorporated herein by reference.

Per Section 17 of the incorporated Contribution Agreement, the Contribution Agreement is amended to state that, at the Effective Date of the Contribution Agreement and of this Assignment, a principal address of the Assignor was, and remains, 1000 West Avenue, Rochester, NY 14611 and a principal address of the Assignee was, and also remains, 1000 West Avenue, Rochester, NY 14611.

WHEREAS, the Assignor is the sole stockholder of the Assignee; and

WHEREAS, pursuant to the Contribution Agreement, the Assignor is the owner of the trademarks identified on Schedule A hereto (Contributed Trademarks) and Assignor has agreed to contribute to the Assignee, and the Assignee has agreed to accept from the Assignor, all of the Assignor's right, title and interest in the "Contributed Trademarks", including the business with which such trademarks relate and including the goodwill to which the trademarks relate.

NOW, THEREFORE, in consideration of fifty dollars (\$50.00) U.S., receipt of which is hereby acknowledged, and in consideration of the premises and mutual agreements and covenants set forth in the Contribution Agreement and hereinafter set forth, the Assignor and the Assignee hereby agree as follows:

Defined Terms. Capitalized terms shall have the meanings ascribed to such terms in this Assignment or, if not defined herein, such meanings as are ascribed to such terms in the Contribution Agreement.

1. Assignment. The Assignor hereby contributes, assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Contributed Trademarks, including the business with which the Contributed Trademarks relate and all goodwill associate with said Contributed Trademarks and including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. Contribution Agreement. Except as specifically noted above, nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the Parties under, and the terms of, the Contribution Agreement. Except as specifically noted above, to the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Contribution Agreement, the Contribution Agreement shall govern, including with respect to the enforcement of the rights and obligations of the Parties to this Assignment. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Contributed Trademarks as contemplated by the Contribution Agreement.

3. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney and attorneys of the Assignor, with full power of substitution, in the name of the Assignee or in the name and stead of the Assignor, but on behalf of and for the benefit of the Assignee, its successors and permitted assigns:

(a) to collect, demand and receive the Contributed Trademarks transferred hereunder and to give receipts and releases for and in respect of the same;

(b) to institute and prosecute in the Assignor's name, or otherwise, at the expense and for the benefit of the Assignee, any and all actions, suits or proceedings, at law, in equity or otherwise, which the Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Contributed Trademarks hereby sold and assigned to the Assignee or intended so to be, to defend or compromise

any and all such actions, suits or proceedings in respect of the Contributed Trademarks, and to do all such acts and things in relation thereto as the Assignee shall deem advisable for the collection or reduction to possession of the Contributed Trademarks; and

(c) to take any and all other reasonable action designed to vest more fully in the Assignee the Contributed Trademarks hereby sold and assigned to the Assignee and in order to provide for the Assignee the benefit, use, enjoyment and possession of the Contributed Trademarks, at the Assignee's expense.

5. Authorization. The Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to record this Assignment and issue any and all registrations and renewals from any and all applications for registrations and renewals included in the Contributed Trademarks to and in the name of the Assignee. The Assignee is responsible for recording this Assignment with any applicable governmental authority and all costs and expenses associated therewith.

6. Miscellaneous. The provisions of Sections 13 (*Severability*), 14 (*Interpretation*), 15 (*Entire Agreement*), 16 (*Assignment*), 17 (*Amendment*), 18, (*No Third Party Beneficiaries*), 19 (*Governing Law and Dispute Resolution*), and 20 (*Counterparts*) of the Contribution Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Assignment and the Parties *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Assignor and the Assignee have caused this Assignment to be executed effective as of the Effective Date, first written above, by their respective officers thereunto duly authorized.

PFAUDLER, INC.

By: Bob Waddell

Name: Bob Waddell

Title: President

GMM PFAUDLER US INC.

By: Bob Waddell

Name: Bob Waddell

Title: President

**Acknowledgement and Affirmation**

State of New York )  
 )ss.:

County of Monroe )

On the 12 day of April in the year 2023 before me, the undersigned notary public, personally appeared BOB WADDELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is signed to the within instrument and he acknowledged and affirmed to me that he executed the same in his capacity as president of both Pfaudler, Inc., and GMM Pfaudler US Inc.

Lynn Piazza Notary Public

LYNN PIAZZA  
Notary Public, State of New York  
NO. 01P16350105  
Qualified in Monroe County  
Commission Expires 10/31/2024

SEAL

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A  
CONTRIBUTED TRADEMARKS

Application No./ Registration No./	Trademark	Filing Date	Jurisdiction of Filing or Issuance	Current Applicant/ Registered Owner
1,356,256	CRYOLOCK	8/27/85	United States	Pfaudler, Inc.
0865204	GLASTEEL	2/25/69	United States	Pfaudler, Inc.
0737410	NUCERITE	9/11/62	United States	Pfaudler, Inc.
0742320	NUCERITE	2/13/62	United States	Pfaudler, Inc.
1442705	NUCERITE	6/16/87	United States	Pfaudler, Inc.
0865,997	PFAUDLER	3/11/69	United States	Pfaudler, Inc.
0717560	PFAUDLERTRON	5/27/61	United States	Pfaudler, Inc.
5,633,216	PF & Design	12/18/18	United States	Pfaudler, Inc.
7038070	PFAUDLER	12/10/79	Brazil	Pfaudler, Inc.
7038828	PFAUDLER	12/10/79	Brazil	Pfaudler, Inc.
7038836	PFAUDLER	12/10/79	Brazil	Pfaudler, Inc.
TM162316	NUCERITE	4/25/69	Canada	Pfaudler, Inc.
UCA26878	PFAUDLER	4/8/47	Canada	Pfaudler, Inc.
832,864	PFAUDLER	6/16/98	Chile	Pfaudler, Inc.
1340217	PFAUDLER (script)	1/27/86	France	Pfaudler, Inc.
1396336	NUCERITE	11/26/96	France	Pfaudler, Inc.
480242	GLASTEEL	10/28/87	India	Pfaudler, Inc.
480240	CRYO-LOCK	10/28/94	India	Pfaudler, Inc.
480241	CHEMSTOR	10/28/94	India	Pfaudler, Inc.

Application No./ Registration No.	Trademark	Filing Date	Jurisdiction of Filing or Issuance	Current Applicant/ Registered Owner
1142622	PFAUDLER (script)	5/26/95	Italy	Pfaudler, Inc.
162975	GLASTEEL	11/17/87	Korea	Pfaudler, Inc.
168462	GLASTEEL	2/16/89	Korea	Pfaudler, Inc.
54759	PFAUDLER (script)	4/14/47	Mexico	Pfaudler, Inc.
54760	PFAUDLER (script)	4/14/47	Mexico	Pfaudler, Inc.
31460	PFAUDLER (script)	9/15/59	Pakistan	Pfaudler, Inc.
92251/1	PFAUDLER	4/9/51	South Africa	Pfaudler, Inc.
804733	PFAUDLER	7/12/62	United Kingdom	Pfaudler, Inc.
762032	PFAUDLER	8/21/95	China	Pfaudler, Inc.
765193	PFAUDLER	9/7/95	China	Pfaudler, Inc.
1096039	CRYO-LOCK	9/7/97	China	Pfaudler, Inc.
208337	PFAUDLER	9/4/06	Czech Republic	Pfaudler, Inc.
1536	PFAUDLER	9/9/98	Hungary	Pfaudler, Inc.
172867	PFAUDLER	2/10/99	Russia Federation	Pfaudler, Inc.
29709	PFAUDLER	11/6/96	Romania	Pfaudler, Inc.
2P-443292	PFAUDLER	6/25/97	Switzerland	Pfaudler, Inc.
16167	PFAUDLER	9/15/00	Ukraine	Pfaudler, Inc.
792556	PFAUDLER	2/24/98	India	Pfaudler, Inc.
118159	PFAUDLER	2/26/98	Israel	Pfaudler, Inc.
431965	PFAUDLER	12/7/98	European Union	Pfaudler, Inc.
899097	PFAUDLER	1/15/99	Taiwan	Pfaudler, Inc.
834813	PFAUDLER	1/16/99	Taiwan	Pfaudler, Inc.
849674	PFAUDLER	5/1/99	Taiwan	Pfaudler, Inc.
898663	PFAUDLER	8/1/00	Taiwan	Pfaudler, Inc.
105304	PFAUDLER	12/1/98	Taiwan	Pfaudler, Inc.
864809	PFAUDLER	9/1/99	Taiwan	Pfaudler, Inc.



Application No./ Registration No./	Trademark	Filing Date	Jurisdiction of Filing or Issuance	Current Applicant/ Registered Owner
849673	CRYO-LOCK	5/1/99	Taiwan	Pfaudler, Inc.
834812	GLASTEEL	1/16/99	Taiwan	Pfaudler, Inc.
855656	GLASTEEL	6/16/99	Taiwan	Pfaudler, Inc.
424590	PFAUDLER	10/9/98	Korea	Pfaudler, Inc.
424591	PFAUDLER	10/9/98	Korea	Pfaudler, Inc.
424592	PFAUDLER	10/9/98	Korea	Pfaudler, Inc.
428389	PFAUDLER	11/5/88	Korea	Pfaudler, Inc.
41-0050995	PFAUDLER	12/17/98	Korea	Pfaudler, Inc.
424582	CRYO-LOCK	10/9/98	Korea	Pfaudler, Inc.
424589	PFAUDLER	10/9/98	Korea	Pfaudler, Inc.
755874	PFAUDLER	2/25/98	Australia	Pfaudler, Inc.
IDM00012773	PFAUDLER	3/23/98	Indonesia	Pfaudler, Inc.
98004648	PFAUDLER	4/15/98	Malaysia	Pfaudler, Inc.
T98/03633Z	PFAUDLER	4/17/98	Singapore	Pfaudler, Inc.
791947	CRYO-LOCK	12/13/99	European Union	Pfaudler, Inc.
IDM000166328	CRYO-LOCK	4/17/98	Indonesia	Pfaudler, Inc.
98/05620	CRYO-LOCK	5/8/98	Malaysia	Pfaudler, Inc.
T98/04447B	CRYO-LOCK	6/26/00	Singapore	Pfaudler, Inc.
098/07858	CRYO-LOCK	5/8/98	South Africa	Pfaudler, Inc.
TM93562	CRYO-LOCK	6/16/99	Thailand	Pfaudler, Inc.
820848204	CRYO-LOCK	10/13/04	Brazil	Pfaudler, Inc.
TMA512133	CRYO-LOCK	5/21/99	Canada	Pfaudler, Inc.
845.046	CRYO-LOCK	10/23/98	Chile	Pfaudler, Inc.
119485	CRYO-LOCK	5/7/98	Israel	Pfaudler, Inc.
4305964	CRYO-LOCK	8/13/99	Japan	Pfaudler, Inc.
594396	CRYO-LOCK	9/21/98	Mexico	Pfaudler, Inc.

Application No./ Registration No.	Trademark	Filing Date	Jurisdiction of Filing or Issuance	Current Applicant/ Registered Owner
P-213694	CRYO-LOCK	8/26/99	Venezuela	Pfaudler, Inc.
826297	GLASTEEL	5/18/98	European Union	Pfaudler, Inc.
2,320,645	GLASTEEL	10/8/09	Argentina	Pfaudler, Inc.
821261142	GLASTEEL	4/23/02	Brazil	Pfaudler, Inc.
TMA578,223	GLASTEEL	3/26/05	Canada	Pfaudler, Inc.
122946	GLASTEEL	10/7/98	Israel	Pfaudler, Inc.
878.18	GLASTEEL	9/2/09	Chile	Pfaudler, Inc.
4490078	GLASTEEL	7/13/01	Japan	Pfaudler, Inc.
614258	GLASTEEL	5/27/99	Mexico	Pfaudler, Inc.
TMA559,432	PROSOL	3/19/02	Canada	Pfaudler, Inc.
4601624	PFAUDLER	9/6/02	Japan	Pfaudler, Inc.
P-249395	PFAUDLER	11/11/03	Venezuela	Pfaudler, Inc.
2669388 (was 2446008)	PFAUDLER	2/9/14	Argentina	Pfaudler, Inc.
2444011	PFAUDLER	1/18/07	Great Britain	Pfaudler, Inc.
1161914	PFAUDLER	2/16/07	Australia	Pfaudler, Inc.
TM365314	PROSOL	3/10/11	Thailand	Pfaudler, Inc.

**CONTRIBUTION AGREEMENT  
INCORPORATED BY REFERENCE INTO TRADEMARK ASSIGNMENT  
AGREEMENT BETWEEN PFAUDLER, INC AND  
GMM PFAUDLER US INC.**

This CONTRIBUTION AGREEMENT, dated as of February 5, 2021 (this "Agreement"), is entered into by and between Pfaudler, Inc., a Delaware corporation (the "Stockholder"), and GMM Pfaudler US Inc., a Delaware corporation (the "Company", together with the Stockholder, the "Parties" and each individually, a "Party").

**RECITALS**

WHEREAS, Pfaudler UK Limited ("Pfaudler UK") is the indirect equity holder of the Stockholder and the Stockholder is the sole stockholder of the Company;

WHEREAS, the Stockholder currently (i) operates certain business operations in Rochester, New York and Houston, Texas, which include the development, manufacture, sale and service of certain products, including glass-lined steel products and employs sales representatives and field service technicians in the U.S. related to such operations (together, the "Contributed Business"), and (ii) holds equity interests in various entities;

WHEREAS, on August 20, 2020, Pfaudler UK, GMM International S.A R.L. (the "Buyer"), GMM Pfaudler Limited and Millars Concrete Technologies Private Limited entered into that certain Sale and Purchase Agreement (as amended from time to time, the "SPA"), pursuant to which the parties thereto agreed that (i) Pfaudler UK would sell to the Buyer, and Buyer would purchase from Pfaudler UK, certain target companies, including the Company, and (ii) prior to consummation of the aforementioned sale of such target companies, Pfaudler UK would cause the contribution and transfer of the Contributed Business and certain equity interests held by the Stockholder to the Company;

WHEREAS, the execution and consummation of this Agreement has been approved by the board of directors and the sole stockholder of the Stockholder; and

WHEREAS, the Stockholder and the Company now desire to complete the transfer of the Contributed Business and certain equity interests from the Stockholder to the Company.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.           Definitions. The following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The word "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person,

whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

Agreement" has the meaning set forth in the introductory sentence.

"Asbestos Lawsuit" means any lawsuit, legal action or other proceeding (whether formal or informal) threatened, commenced, or otherwise initiated against the Stockholder, whether before or after the consummation of this Agreement, arising from or related in any way to the use or alleged use of and/or exposure to asbestos or other allegedly harmful substances in products, materials, processes, equipment, premises, or properties allegedly manufactured, sold, distributed or otherwise used, owned or occupied in connection with any business conducted by the Stockholder (or any of its predecessors in interest or current or prior equity owners) prior to the consummation of this Agreement.

"Business Day" means any day (other than a Saturday or Sunday) on which banks are normally open for general business in Luxembourg, Waghäusel (Germany), Guernsey, Mumbai (India) and London (other than solely through the internet).

"Cash" means cash and cash equivalents.

"Company" has the meaning set forth in the introductory sentence.

"Contributed Business" has the meaning set forth in the recitals.

"Collective Bargaining Agreement" means that certain agreement between the Stockholder and United Steel Workers expiring September 18, 2022.

"Contributed Cash Amount" means an amount denominated in US dollars equal to (a) the aggregate amount of Cash held by the Retained Pfaudler Entities (*minus* any Cash that constitutes GMM Pfaudler Proceeds) as of the date of completion of the SPA (which could be a positive or negative number) and, to the extent applicable, converted into US dollars in accordance with the Exchange Rate *plus* (b) the Estimated Contributed Cash Amount transferred by the Stockholder to the Company in accordance with this Agreement *minus* (c) the Retention Amount.

"Contributed Contracts" has the meaning set forth in Section 2(a)(ii).

"Contributed Real Property" has the meaning set forth in Section 2(a)(iv).

"Contributed US Equity Interests" has the meaning set forth in Section 2(a)(i).

"Employee Benefit Plans" means each "employee benefit plan" as defined in Section 3(3) of ERISA, whether or not subject to ERISA, each health, disability, accident, medical, dental, prescription, vision, insurance, equity or equity-based, severance, separation, retention, employment, change of control, bonus, incentive, deferred compensation, post termination, retiree medical, life insurance, paid time off or fringe benefit plan and each other benefit or compensation plan, program, policy, contract, agreement or arrangement covering any current or former employee, service provider, officer, or director of the Contributed Business.

"Estimated Contributed Cash Amount" means \$5,800,000.

"Exchange Rate" means (i) with respect to Euro required to be converted into US dollars, €1 = \$1.1917, (ii) with respect to US dollars required to be converted into Euro, \$1 = €0.8393, and (iii) with respect to any other currency conversion, the average spot rate of exchange (the closing mid-point) for that currency into € or \$ (as applicable) during the period from (and including) the date of this Agreement until (and excluding) the Unconditional Date as published in the European Central Bank, Eurosystem ([https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/eurofxref-graph-usd.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/eurofxref-graph-usd.en.html)) or, where no such rate is published in respect of that currency on a Business Day during such period, using the rate quoted by such other bank (as may be mutually agreed between the Parties) as at the close of business on that Business Day for the purposes of the calculation above.

"GMM Pfaudler Proceeds" means any proceeds held by a Retained Pfaudler Entity (including the Stockholder) that are directly or indirectly attributable to the Stockholder's equity interests in GMM Pfaudler Limited (arising in a sale or as dividend or otherwise). For the avoidance of doubt, GMM Pfaudler Proceeds shall include any proceeds that were (a) subsequently distributed to a Retained Pfaudler Entity (either by the Stockholder or a Retained Pfaudler Entity), (b) used to repay intercompany payables due by the Stockholder or a Retained Pfaudler Entity, (c) loaned to a Retained Pfaudler Entity (including if such loan results in a payable under the Intercompany Obligations (as such term is defined in the SPA)) or (d) converted from U.S. dollars to another currency.

"Houston Lease" means that certain Lease Agreement, by and between the Hooten Family Trust, as landlord, and the Stockholder, as tenant, executed as of October 16, 2017, as amended from time to time.

"Indemnified Party" has the meaning set forth in Section 4(b).

"Indemnifying Party" has the meaning set forth in Section 4(b).

"Intended Tax Treatment" has the meaning set forth in Section 8(b).

"Liabilities" means any and all debts, liabilities, and obligations whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any law, action, legal process, governmental order, contract, agreement, commitment or undertaking.

"Locked Box Date" means May 31, 2020.

"Parties" and "Party" have the meanings set forth in the introductory sentence.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint enterprise, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

"Pfaudler UK" has the meaning set forth in the recitals.

"Retained Pfaudler Entities" means Pfaudler International S.à r.l., Pfaudler UK, Pfaudler US Holding Inc., Pfaudler US Inc. and the Stockholder.

"Retention Amount" means an amount denominated in US dollars equal to the sum of (a) \$1,000,000 plus (b) €1,000,000, converted into US dollars in accordance with the Exchange Rate.

"SPA" has the meaning set forth in the recitals.

"Stockholder" has the meaning set forth in the introductory sentence.

"Taxes" means all taxes, levies, duties, imposts and any charges, deductions or withholdings in the nature of tax, including taxes on gross or net income, profits or gains and taxes on receipts, sales, use, occupation, development, franchise, employment, value added and personal property, and any penalties or interest thereon, regardless of whether any such taxes, levies, duties, imposts, charges, deductions, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to any person and of whether any amount in respect of any of them is recoverable from any other person.

"Transferred Employees" means the Stockholder's employees as of the day prior to the execution of this Agreement.

"Transfer Taxes" has the meaning set forth in Section 8(a).

"Unconditional Date" has the meaning set forth in the SPA.

## SECTION 2. Contributed Assets.

(a) On the date hereof, the Stockholder hereby contributes, assigns, conveys and transfers with immediate effect all of its right, title and interest in, to and under the the assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, known or unknown, owned, held or used in or relating to the Contributed Business, and including the following assets (the "Contributed Assets"), other than the Excluded Assets, to the Company and the Company hereby accepts and receives such contribution, assignment, conveyance and transfer:

- (i) all shares of capital stock in Edlon, Inc. and Glasteel Parts and Services, Inc. (collectively, the "Contributed US Equity Interests"); and
- (ii) all contracts (including any license, the Houston Lease, any other lease, sublease, commitment, sale or purchase order) related to the Contributed Business in effect as of the date hereof (the "Contributed Contracts"), including the contracts set forth on Annex 2;
- (iii) all accounts receivable related to the Contributed Business existing as of the date hereof;
- (iv) the real property set forth on Annex 1 (the "Contributed Real Property");

(v) all personal property related to the Contributed Business existing as of the date hereof, including:

(A) all finished goods, raw materials, supplies, work in progress, inventory, packaging and stock in trade;

(B) all furniture, fixtures, tools, equipment, machinery, parts, spare parts and tools;

(C) all motor vehicles; and

(D) all information technology assets;

(vi) all books of account (and supporting workpapers and other records), invoices, shipping records, customer lists, supplier and vendor lists, all editorial, sales, promotion, market research, readership research, sales media kits, Tax returns and other Tax records and records of invention and royalty (whether in electronic, paper or other form), records relating to employees, any collective bargaining agreements or employee benefit plans, in each case, related to the Contributed Business existing as of the date hereof (provided, however, that the Stockholder may keep copies of any books of account (and supporting workpapers and other records), invoices, Tax returns and other Tax records);

(vii) all Intellectual Property rights related to the Contributed Business;

(viii) to the extent transferrable under applicable law, all permits related to the Contributed Business;

(ix) all claims, causes of action, choses in action, rights of set-off of any kind, rights of recovery, whether known or unknown, in favor of Stockholder and pertaining to, arising out of or relating to the foregoing assets;

(x) all goodwill related to the Contributed Business;

(xi) all assets existing as of the date hereof related to the Transferred Employees and the Employee Benefit Plans sponsored or maintained by the Stockholder; and

(xii) Cash in an amount equal to the Contributed Cash Amount.

(b) Notwithstanding anything set forth in Section 2(a), the Stockholder does not contribute, assign, convey or transfer to the Company, and the Contributed Assets do not include, any right, title and interest in, to and under the following assets (the "Excluded Assets"):

(i) any equity interest in GMM Pfaunder Limited and any equity interest in Pfaunder Ltda.;

(ii) any bank account;

- (iii) any Cash in excess of the Contributed Cash Amount;
- (iv) any intercompany receivable due to the Stockholder by any of its Affiliates;
- (v) all contracts related to, and all accounts receivable arising in connection with, the sale of any equity interests in GMM Pfaudler Limited;
- (vi) any records related to any equity interest in GMM Pfaudler or any other Excluded Asset;
- (vii) any of the Stockholder's rights to indemnification arising under the Agreement for the Sale and Purchase of the Acquired Entities, dated as of December 13, 2014, by and among Robbins & Myers, Inc., Robbins & Myers, LLC, Robbins & Myers Holdings UK Limited, Robbins & Myers B.V., Robbins & Myers Italia S.R.L., Pfaudler UK Ltd. and Pfaudler US Inc.; and
- (viii) any income Tax returns or other income Tax records relating to the income Taxes of the Stockholder (or any affiliated, consolidated or unitary Tax group of which the Stockholder is a member).

SECTION 3. Assumed Liabilities.

(a) On and from the date hereof, the Company hereby assumes and agrees to pay, perform and discharge when due, any Liabilities of the Company relating to the Contributed Business or the Contributed Assets (the "Assumed Liabilities"), in each case, whether or not any such Liability is accrued or incurred prior to, at or following the Locked Box Date, the date hereof or the completion under the SPA, but excluding the Excluded Liabilities. The Assumed Liabilities shall include:

- (i) all financial indebtedness owed by the Stockholder to financial institutions and other lenders of such financial indebtedness;
- (ii) all accounts payable to the extent related to the Contributed Business;
- (iii) all Liabilities for product warranty service claims relating to products of the Contributed Business and all product Liabilities of the Contributed Business;
- (iv) all Taxes relating to the Contributed Business and the Contributed Assets;
- (v) all Liabilities in respect of the employment or service of any current or former employee or other service provider of the Contributed Business;
- (vi) all Liabilities relating to or arising out of the Employee Benefit Plans; and



(vii) all Liabilities relating to, or arising out of, (A) any release of hazardous materials, (B) any violation of any law relating to pollution or protection of the environment or (C) any violation of any permit required under, or issued pursuant, to any law relating to the pollution or protection of the environment, in each case, to the extent related to Contributed Business.

(b) Notwithstanding anything set forth in Section 3(a), the Company does not assume and shall not be responsible to pay, perform, satisfy or discharge, the Assumed Liabilities shall not include, and the Stockholder shall be responsible for paying, performing and discharging when due, the following Liabilities (the "Excluded Liabilities"):

(i) any Liabilities, including any costs, expenses or fees, Transfer Taxes or any other Taxes resulting from the Stockholder's contribution of the Contributed Assets or the Contributed Business to the Company pursuant to this Agreement or from the purchase and sale of all of the Company's stock pursuant to the SPA;

(ii) any Liabilities related to the ownership by the Stockholder of any equity interest in GMM Pfaudler Limited;

(iii) any Liability related to the sale of any equity interests in GMM Pfaudler Limited;

(iv) any Liability of the Stockholder to any of its Affiliates arising out of an intercompany balance by and between the Stockholder and any of its Affiliates;

(v) any Liabilities related to Asbestos Lawsuits; and

(vi) any Liability arising out of (I) the assignment or transfer of any Transferred Employee's employer relationship from the Stockholder to the Company, including (A) any failure to take any action or provide any notice with respect to such assignment or transfer, (B) any failure to comply with the Collective Bargaining Agreement with respect to such transfer or (C) any expenses, costs, fees, severance payments, bonus payments or acceleration of any benefits triggered by such transfer and (II) the assignment of the Stockholder's right in any Employee Benefit Plan to the Company.

#### SECTION 4. Indemnification.

(a) The Company shall indemnify the Stockholder from and against any and all losses actually incurred by the Stockholder, its Affiliates and its and their respective officers, directors and employees, in each case, to the extent directly or indirectly arising out of, or resulting from, the Assumed Liabilities. The Stockholder shall indemnify the Company from and against all losses actually incurred by the Company, its Affiliates and its and their respective officers, directors and employees, in each case, to the extent directly or indirectly arising out of, or resulting from, the Excluded Liabilities.

(b) Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other Party (the "Indemnifying Party"), which notice shall describe the claim in

reasonable detail and, to the extent practicable, an estimate of the Liability therefor; provided that the failure to give such notice shall not release the Indemnifying Party from any of its indemnification obligations except to the extent the Indemnifying Party is actually and materially prejudiced by such failure. In connection with any action or proceeding by a Person who is not a party to this Agreement against an Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification pursuant to this Section 4, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action within 30 days of the Indemnifying Party receiving notice of such claim, and the Indemnified Party shall reasonably cooperate with the defense of such claim. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party shall defend against such action in such manner as it may reasonably deem appropriate; provided that the Indemnified Party shall not settle such action without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

SECTION 5. Special Agreements with respect to certain Contributed Assets.

(a) In the event any Contributed Asset is not capable of being assigned without the consent or waiver of another party thereto (including any governmental authority or union), or if such assignment or attempted assignment would constitute a breach thereof or a violation of any law or order, this Agreement shall not constitute or be deemed to constitute an assignment or an attempted assignment of such Contributed Asset until such consent or waiver is obtained.

(b) In such case, this Agreement shall constitute an equitable assignment by the Stockholder to the Company of all of the Stockholder's right, title and interest in and to such Contributed Asset, to the extent permitted by law, and the Company shall be deemed to be the Stockholder's agent (or subcontractor, if permitted) for the purpose of completing, fulfilling and discharging all of the Stockholder's rights and Liabilities arising under such Contributed Asset or its operation, and the Company shall receive all benefits, and pay and perform all Liabilities arising under such Contributed Asset or its operation.

(c) The Parties shall use their commercially reasonable efforts to seek the required consent under, or renegotiate with the other party (or parties) to, any Contributed Asset for which a required consent is still missing within the one year period following the consummation of this Agreement. Upon request of a Party, the Parties shall use their commercially reasonable efforts to agree and document specific back-to-back agreements for particular Contributed Assets for the time until which a required consent is granted or the requirement of such consent becomes moot.

(d) Upon the implementation of any such arrangements, the Stockholder shall hold in trust for and pay to the Company upon receipt thereof all income, proceeds and other monies received by the Stockholder in connection with the use of any Contributed Asset (in case not transferred in the name of the Company on the date hereof) in connection with the arrangements under this Section 5.

Provided that the provisions of this Section 5 shall not, in any manner whatsoever, prejudice the rights of the Buyer under Sections 4.2, 4.10 or 4.11 of the SPA.

SECTION 6. Conveyance Documents.

(a) Concurrently with the execution of this Agreement:

(i) the Stockholder has delivered to the Company, and the Company has accepted from the Stockholder:

(A) a deed for the conveyance of the Contributed Real Property together with any applicable transfer tax forms;

(B) (I) a stock power, duly executed by the Stockholder, and a stock certificate for the transfer of the shares of capital stock of Glasteel Parts and Services, Inc. and (II) a stock transfer instruction, duly executed by the Stockholder, for the transfer of the shares of capital stock of Edlon, Inc.; and

(C) a U.S. Internal Revenue Service Form W-9 executed by the Stockholder;

(ii) the Stockholder and the Company have executed patent and trademark assignment agreements for patents and trademarks contributed hereunder; and

(iii) the Company has delivered to the Stockholder, and the Stockholder has accepted from the Company, countersigned counterparts of the applicable transfer tax forms referred to in Section 6(a)(i)(A).

(b) Reasonably promptly following the execution of this Agreement, the Stockholder shall deliver cash in an amount of the Estimated Contributed Cash Amount by wire transfer in immediately available funds to a bank account of the Company.

(c) If, after determination the Contributed Cash Amount, the Estimated Contributed Cash Amount exceeds the Contributed Cash Amount, then the Company shall promptly repay the amount of such excess to the Stockholder and if, after determination of the Contributed Cash Amount, the Estimated Contributed Cash Amount is less than the Contributed Cash Amount, then the Stockholder shall promptly pay such shortfall to the Company. The Stockholder and the Company agree that, for all U.S. federal and applicable state and local income tax purposes, any adjustment payment made pursuant to this Section 6(c) shall be treated as an adjustment to the amount of the Contributed Assets transferred to the Company under this Agreement, unless a different treatment is otherwise required pursuant to Section 1313 of the Internal Revenue Code of 1986, as amended (or an analogous provision of state or local law).

SECTION 7. Employee Matters. Prior to the date hereof, the Stockholder and the Company have informed the Transferred Employees that their employment is transitioned from the Stockholder to the Company as of the date hereof and have taken all actions necessary to (a) assign the employer relationship from the Stockholder to the Company and (b) assign the Stockholder's right in any Employee Benefit Plan to the Company, in each case, as or prior to the

date hereof (except to the extent such assignment is covered under Section 5 of this Agreement and otherwise does not have a material impact on the employment relationship or benefits and compensation of the Transferred Employees) and at the sole cost and expense of the Stockholder. From and after the date hereof, the Company shall (i) continue to employ the Transferred Employees on the same terms and conditions and with the same benefits as the Transferred Employees were employed by the Stockholder prior to the date hereof and (ii) maintain and sponsor all Employee Benefit Plans previously maintained and sponsored by the Stockholder. From and after the date hereof, the Company shall honor and perform all obligations of the Stockholder under the Collective Bargaining Agreement. Nothing contained here, express or implied: (A) shall alter or limit the Company's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement, (B) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time or any right to a particular term or condition of employment by reason of this Agreement or (C) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) other than the Parties any right as a third party beneficiary of this Agreement. All costs in relation to the transfer of the Transferred Employees and assignment of the Employment Benefit Plan including the Collective Bargaining Agreement shall be borne by the Stockholder.

SECTION 8. Tax Matters.

(a) The Stockholder shall be responsible for all transfer, stamp, sales, use, recording, registration, value-added or similar Taxes payable by any of the Parties by reason of the contribution, assignment, conveyance and transfer of the Contributed Assets pursuant to this Agreement ("Transfer Taxes") and the filing all Tax returns and reports relating to such Transfer Taxes. The Parties agree to cooperate in the execution and delivery of all instruments, certificates or other documents that are: (i) necessary to enable the appropriate Party to comply with any filing requirements to be undertaken prior to closing under the SPA; or (ii) reasonably expected to reduce or eliminate the amount of Transfer Taxes payable by a Party.

(b) The Company and the Stockholder agree that, for U.S. federal and applicable state and local income tax purposes, the Stockholder's contribution of the Contributed Assets to the Company pursuant to this Agreement, viewed together with the purchase and sale of all of the Company's stock pursuant to the SPA shall be treated as a taxable purchase and sale of the Contributed Assets that is a "qualified stock purchase," within the meaning of Section 338(d)(3) of the Internal Revenue Code of 1986, as amended, with respect to the acquisition by the Company of the capital stock in Edlon, Inc. and Glasteel Parts and Services, Inc. (the "Intended Tax Treatment"). Unless otherwise required pursuant to applicable law, neither the Company nor the Stockholder shall take any position on any Tax return or in connection with an audit or examination that is inconsistent with the Intended Tax Treatment.

(c) The Company and the Stockholder agree that the sum of (i) the Consideration (as defined in the SPA) and (ii) any other amounts treated as consideration for U.S. federal income tax purposes shall be allocated among the Contributed Assets in accordance with Section 10.5 of the SPA.

(d) The Company and the Stockholder shall utilize the alternate procedure set forth in Revenue Procedure 2004-53 with respect to U.S. federal wage reporting and withholding for all applicable Transferred Employees, pursuant to which the Company, as the successor employer, would prepare and furnish all U.S. Internal Revenue Service Forms 941, W-2, W-4 and W-5, as applicable, with respect to all applicable Transferred Employees for the entire year during which the contributions contemplated by this Agreement shall take place.

SECTION 9. Non-Reliance. Except as set forth under the SPA, the Company acknowledges that none of the Stockholder, or any of its representatives has made or is making any representation or warranty, written or oral, express or implied, at law or in equity, with respect to the Contributed Business, the Contributed Assets or the Assumed Liabilities, including any representation or warranty as to merchantability or fitness for a particular purpose. In entering into this Agreement, the Company acknowledges that, except for the representations and warranties under the SPA provided by the Affiliates of the Stockholder, it has not relied on and is not relying on any representation, warranty or other statement made by, on behalf of, or relating to, the Stockholder or any of its representatives.

SECTION 10. Further Documents. If and to the extent separate or further documentation or instruments should in the reasonable opinion of a Party be necessary to effect or document any of the foregoing assignments of rights or assumptions of liability, the Parties shall execute all such documents and instruments reasonably requested by such Party without any compensation therefor.

SECTION 11. Misdirected Payments.

(a) The Stockholder shall promptly forward to the Company any payment which per the terms of this Agreement belongs to the Company and which is received by the Stockholder after the execution of this Agreement.

(b) The Company shall promptly forward to the Stockholder any payment which per the terms of this Agreement belongs to the Stockholder and which is received by the Company after the execution of this Agreement.

SECTION 12. Wrong Pockets.

(a) To the extent the Stockholder, on the one hand, or the Company, on the other hand, becomes aware that the Company holds any asset belonging to the Stockholder, other than the Contributed Assets, mistakenly or unintentionally then the Stockholder or the Company, as applicable, shall provide prompt notice to the other, and the Parties shall cooperate in good faith to cause the prompt transfer of such asset to, and the assumption of any Liabilities related to such asset, to the Stockholder promptly after receipt of such notice at the cost of the Stockholder.

(b) To the extent the Stockholder, on the one hand, or the Company, on the other hand, becomes aware that the Stockholder or any of its Affiliates hold any Contributed Asset, then the Stockholder or the Company, as applicable, shall provide prompt notice to the other, and the Parties shall cooperate in good faith to cause the prompt transfer of such Contributed Asset to the Company promptly after receipt of such notice and without the payment of any further consideration by the Company to the Stockholder.

SECTION 13. Severability. If any term or other provision of this Agreement is declared invalid, illegal or incapable of being enforced pursuant to any applicable law or governmental order, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 14. Interpretation. The interpretation of this Agreement shall be governed by the following rules of construction: (a) words (including definitions) in the singular shall include the plural and vice versa, and words of one gender shall include the other gender as the context requires; (b) references to the terms Section and Annex are references to the Sections and Annexes of this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement, including the Annexes hereto; (d) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation", unless otherwise specified; (e) the word "or" shall not be exclusive unless the context requires otherwise; (f) references to "written" or "in writing" include in electronic form (which shall, for the avoidance of doubt, include email); (g) the headings and sub-headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (h) references to "\$", "USD" or "dollars" shall mean U.S. dollars and references to "€" or "EUR" shall mean euros; (i) a reference to any Person includes such Person's successors and permitted assigns; and (j) references to any statute, act, directive or regulation shall be deemed to refer to such statute, act, directive or regulation as amended from time to time (including any successor statute, act, directive or regulation) and to any rules or regulations promulgated thereunder.

SECTION 15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

SECTION 16. Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party (which consent may be granted or withheld in the sole discretion of such other Party) and any attempted assignment that is not in accordance with this Section 16 shall be null and void; provided, however, that each Party may assign its rights and obligations under this Agreement to an Affiliate of such Party. Any assignment by any Party hereto in accordance with this Section 16 will not release such Party from any Liability hereunder.

SECTION 17. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the Parties.

SECTION 18. No-Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable only by, the Parties and their respective

successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever.

SECTION 19. Governing Law and Dispute Resolution.

(a) This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware.

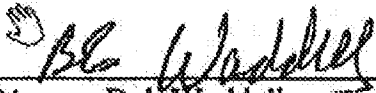
(b) All disputes arising under, or in connection with, this Agreement shall be exclusively submitted to the courts in New Castle County, Delaware.

SECTION 20. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

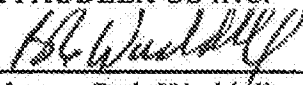
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, by their duly authorized officers or directors, have executed this Agreement as of the date first above-written.

PFAUDLER, INC.

By:   
Name: Bob Waddell  
Title: President

GMM PFAUDLER US INC.

By:   
Name: Bob Waddell  
Title: President

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]

TRADEMARK

REEL: 008049 FRAME: 0832



ANNEX 1

CONTRIBUTED REAL PROPERTY

The real property located at 1000 West Avenue, Rochester, New York 14611, with a tax parcel ID number of 120.53-1-2.

\* \* \* \* \*

## ANNEX 2

### CONTRIBUTED CONTRACTS

Mutual Confidentiality Agreement, dated as of March 3, 2020, between Pfaudler Inc. and IVA-ProcessPlus Co. Ltd.

Mutual Confidentiality Agreement, dated as of September 26, 2019, between Pfaudler Inc. and Dentsply LLC

Mutual Confidentiality Agreement, dated as of November 15, 2017, between Pfaudler Inc. and ConeTech Inc.

Proprietary Information Agreement, dated as of February 18, 2020, between Lockheed Martin Energy, LLC, and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of October 31, 2019 between Pfaudler Inc. and In-fineum USA L.P.

Mutual Confidentiality Agreement, dated as of January 31, 2020 between Pfaudler Inc. and Sulzer Chemtech USA Inc.

Mutual Confidentiality Agreement, dated as of March 1, 2020 between Pfaudler Inc. and Forge Hydrocarbons Corporations

Mutual Confidentiality Agreement, dated as of June 25, 2020 between Pfaudler Inc. and Solid Power Inc.

Mutual Confidentiality Agreement, dated as of July 21, 2020 between Pfaudler Inc. and Lamberti SPA

Mutual Confidentiality Agreement, dated as of April 19, 2020 between Pfaudler Inc. and Nalas Engineering Services Inc.

Non-Disclosure Agreement, dated as of April 19, 2020 between Pfaudler Inc. and GE Precision Healthcare LLC

Mutual Confidentiality Agreement, dated as of April 14, 2020 between Pfaudler Inc. and Cargill Incorporated

Software Maintenance Support Agreements, dated as of April 2, 2020 between Hexagon PPM and Pfaudler Inc. with contract nos. 0000096028, 0000093874 and 0000093875

Confidential Disclosure Agreement, dated as of May 2, 2018 between Arkema Inc. and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of April 5, 2019 between BRYLLAN LLC and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of December 18, 2019 between Chemetics Inc. and Pfaudler Inc.

Confidential Disclosure Agreement, dated as of February 20, 2018 between Equistar Chemicals LP and Pfaudler USA

Mutual Confidentiality Agreement, dated as of March 5, 2019 between Futurefuel Chemical Company and Pfaudler Inc.

Non-Disclosure Agreement, dated as of November 11, 2017 between GHD Services Inc. and Pfaudler Inc.

Non-Disclosure Agreement, dated as of May 5, 2017 between Honeywell International Inc. and Pfaudler Inc.

Non-Disclosure Agreement, dated as of October 9, 2017 between Honeywell International Inc. and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of September 25, 2018 between JGC America Inc. and Pfaudler Inc.

Confidentiality Agreement, dated as of July 10, 2019 between BP AMOCO Chemical Company and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of May 27, 2020 between Hatch Ltd. and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of July 17, 2020 between Dysol Inc. and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of February 25, 2019 between SPX FLOW USA LLC and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of September 9, 2019 between SUEZ WTS USA Inc. d/b/a Suez Water Technologies & Solutions and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of December 6, 2019 between Troy Corporation and Pfaudler Inc.

Equipment Vendor Intellectual Property Agreement, dated as of July 1, 2019 between Pfaudler Inc. and Univation Technologies LLC

Mutual Confidentiality Agreement, dated as of October 11, 2019 between Vale Canada Ltd. and Pfaudler Inc.

Mutual Confidentiality Agreement, dated as of April 4, 2019 between Vertellus Holdings LLC and Pfaudler Inc.,

Master Equipment Supply & Services Agreement, dated as of February 15, 2019 between 3M Company and Pfaudler, Inc.

Purchase Order (no. USMMMBDDD4), dated as of July 31, 2018 by 3M Company to Pfaudler Inc.

Purchase Order (no. 3500907929), dated as of March 13, 2020 by 3M Company to Pfaudler Inc.

Purchase Order (no. 3500894107), dated as of February 25, 2020 by 3M Company to Pfaudler Inc.

Order Confirmation (no. 0052002364), dated as of February 28, 2020 by Pfaudler Inc. to 3M Company

Purchase Order (no. USMMMYRCT3), dated as of January 20, 2020 by 3M Company to Pfaudler Inc.

Purchase Order (no. 3500928586), dated as of April 17, 2020 by 3M Company to Pfaudler Inc.

Fabricated Equipment Purchase Agreement, dated as of December 17, 2019 between Arkema Inc. and Pfaudler Inc.

Purchase Order (no. 4500992602), dated as of December 23, 2019 by Arkema Inc. to Pfaudler Inc.

Equipment Purchase Agreement, dated as of August 4, 2020, between Kemira Water Solutions Canada Inc. and Pfaudler Inc.

Purchase Agreement, dated as of July 27, 2020, between and Entegris Inc. and Pfaudler Inc.

Purchase Order, dated as of May 15, 2020, between Pfaudler Reactor Systems and Heraeus Epurio LLC

Purchase Order, dated as of September 11, 2020, between Pfaudler Inc and Floquip Engineering Company

Purchase Order, dated as of October 5, 2020, by Thermo Fisher Scientific to Pfaudler Inc.

Purchase Order, dated as of October 28, 2020, by Thermo Fisher Scientific to Pfaudler Inc.

Purchase Order, dated as of May 27, 2020, by Härting S.A. to Pfaudler Inc.

Purchase Order, dated as of September 30, 2020, by Härting S.A. to Pfaudler Inc. Purchase

Order, dated as of June 8, 2020, by Cambrex Charles City, Inc. to Pfaudler Inc. Purchase

Order, date as of November 10, 2020, by REG Newton, LLC to Pfaudler Inc. Purchase

Order, dated as of July 10, 2020, by REG Seneca, LLC to Pfaudler Inc. Purchase

Agreement, dated as of September 17, 2019, between Unifrax I LLC and Pfaudler Inc. Order

Confirmation, dated as of September 19, 2020, by Pfaudler Inc. to Unifrax I LLC Purchase

Order, dated as of September 19, 2019, between Pfaudler and Unifrax I LLC

Software License Agreement, dated as of March 12/14, 2019, between Aspen Technology, Inc. and Pfaudler Inc.

Equipment Purchase Agreement, dated as of July 24, 2020, between Balchem Corporation and Pfaudler Inc.

Purchase Order, dated as of August 31, 2020, by Balchem Corporation to Pfaudler Inc.

Order Confirmation, dated as of September 28, 2020, by Pfaudler Inc. to Balchem Corporation

Supply Agreement, dated as of April 18, 2019, between Pfaudler Inc. and Waters Technologies Corporation

Supply Agreement Change Order #1, dated as of January 27, 2020, by Waters Technologies Corporation to Pfaudler Inc.

Purchase Order, dated as of February 19, 2020, by Waters Technologies Corporation to Pfaudler Inc.

Order Confirmation, dated as of February 28, 2019, by Pfaudler Inc. to Waters Technologies Corporation

Order Confirmation, dated as of April 22, 2019, by Pfaudler Inc. to Waters Technologies Corporation

Mutual Confidentiality Agreement, dated as of November 6, 2020, between Gilbane Building Company

Non-Disclosure Agreement, dated as of January 31, 2019, between Pfaudler Inc. and Anderson Development Company

Confidentiality Agreement, dated as of May 31, 2020, between Pfaudler Inc. and SiVance LLC including its affiliates

Confidentiality Agreement, dated as of April 14, 2020, between REG Biofuels, LLC and Pfaudler Inc.

Confidentiality Agreement, dated as of June 26, 2020, between GFS Chemicals Inc. and Pfaudler Inc.

Confidentiality Agreement dated as of October 30, 2014 between Cabot Corp. and Pfaudler Inc.

Non-Disclosure Agreement dated as of August 7, 2018 between Pfaudler Inc. and Argex Titanium Inc.

Mutual Confidentiality Agreement dated as of July 1, 2020 between CoorsTec Inc. and Pfaudler Inc.

Confidential Disclosure Agreement dated as of October 29, 2018 between Fluor Enterprises Inc. and Pfaudler Inc.

Confidentiality Agreement dated as of June 19, 2020 between Katzen International Inc. and Pfaudler Inc.

Confidentiality Agreement dated as of July 9, 2018 between Kobo Products Inc. and Pfaudler Inc.

Non-Disclosure Agreement dated as of October 7, 2017 between Pfaudler Inc. Laporte Experts Conseils and Kurger Biomaterials Inc.

Non-Disclosure Agreement dated as of March 22, 2019 between Yava Technologies Inc. and Pfaudler Inc.

Letter Agreement dated as of July 16, 2019 between BP AMOCO Chemical Company and Pfaudler Inc. concerning TOYO Engineering India Pvt. Inc. as contractor

Confidentiality Agreement dated as of February 14, 2018 between Pfaudler Inc. and Pierce Biotechnology Inc.,

Confidential Service/information Agreement dated as of November 6, 2017 between Versum Materials US LLC and Pfaudler Inc.

Service Agreement dated as of February 20, 2019 between Exthera Medical Corporation and Pfaudler Inc.

Purchase Order (no. 1461) dated as of February 19, 2019 by Exthera Medical Corporation to Pfaudler Inc.

Order Confirmation (no. 0056000122) dated as of February 21, 2019 by Pfaudler Inc. to Exthera Medical Corporation

Software License Agreement dated as of March 12/14, 2019 between Pfaudler Inc. and Aspen Technology, Inc.

Purchase Order dated as of April 16, 2020 by Pfaudler Inc. to Imaginit Technologies regarding Autodesk subscription,

Software renewal notice dated as of April 3, 2020 by Codeware, Inc. to Pfaudler Inc. regarding Compress license

Subscription of Draftsight Professional software dated as of April 7, 2020 by Pfaudler Inc. to Cleverbridge, Inc.

Purchase Order dated as of February 11, 2020 by Pfaudler Inc. to InterMart, Inc. regarding Shipping Solutions Professional Annual Maintenance Program

Order Confirmation dated as of May 29, 2020 by CDW LLC to Pfaudler Inc. regarding Kofax Software Maintenance Software

Maintenance Agreement dated as of March 28, 2019 by and between TechSmith Corporation and Pfaudler Inc. regarding Snagit® license

Quote for Mastercam Software Maintenance subscription dated as of August 14, 2019 by Opti-Pro Systems to Pfaudler Inc.

Purchase Order dated as of October 31, 2019 from Pfaudler Inc. to Nintex USA Inc. regarding Nintex for Office 365 software license

Purchase Order dated as of December 9, 2019 by Pfaudler Inc. to Groupe Sharegate Inc. regarding ShareGate Desktop Renewal subscription

Purchase Order dated as of February 12, 2020 by Pfaudler Inc. to Cadimensions Inc., regarding SolidWorks software

Purchase Order dated as of August 2, 2019 by Pfaudler Inc. to TWI Ltd., regarding Welding software

Representation Agreement dated as of February 1, 2017 between Pfaudler Inc. and C. Ray Hughes & Associates, LLC, with an addendum and amendment thereto, along with a non-disclosure agreement.

Manufacturer's Representative Agreement dated as of January 1, 2014 between Pfaudler Inc. and Mullen Equipment Corporation, with an amendment thereto.

Representation Agreement dated as of January 1, 2017 between Pfaudler Inc. and Lopez Y Sbriglio Limitada, with an amendment thereto.

Manufacturer's Representative Agreement dated as of May 21, 2001 between Robbins & Myers, Inc. (predecessor in title of Pfaudler Inc.) and Kou Fua Chemicals and Instruments Co. Ltd., with an amendment thereto.

Distribution Agreement dated as of October 2018, between Pfaudler, Inc. and M4 Knick LLC, ,  
with an amendment thereto.

Distribution Agreement dated as of October 1, 2013, between Pfaudler, Inc., Suzhou-Pfaudler  
Glass-Lined Equipment Company Limited, and Beijing Sinocity Chemical Technology Com-  
pany Limited, with an amendment thereto.

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