

06-29-1998

COVER SHEET
ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUN 25 1998

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To the Honorable Commis.

100750508

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Goodyear Tire & Rubber Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 14, 1994

2. Name and address of receiving party(ies):

Name: Baker Rubber, Inc.

an Indiana corporation

Internal Address: _____

Street Address: 700 W. Chippewa Ave.

City: South Bend, State: IN ZIP: 46614

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See attached list of patents

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Courtland W. Anderson

Internal Address: _____

Street Address: 110 Miller, Ste. 300

City: Ann Arbor, State: MI ZIP: 48104

6. Total number of applications and patents involved:

10

7. Total fee (37 CFR 3.41): \$ 400.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/26/1998 INBUEN 00000133 4625922

01 FC:581

400.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Courtland W. Anderson
Name of Person Signing

Signature: C. W. Anderson PATENT Date: June 22, 1998
REEL: 9257 FRAME: 0715

Total number of pages comprising cover sheet: 1

Attachment to Recordation Form Cover Sheet

U.S. Patent Number 4,625,922
U.S. Patent Number 4,621,773
U.S. Patent Number 4,614,310
U.S. Patent Number 4,597,536
U.S. Patent Number 4,535,941
U.S. Patent Number 4,469,284
U.S. Patent Number 4,449,670
U.S. Patent Number 4,098,737
U.S. Patent Number 4,049,588
U.S. Patent Number 4,046,834

AGREEMENT

AGREEMENT made and entered into in Akron, Ohio this 17th day of October 1994 by and between Baker Rubber Inc, an Indiana corporation (hereafter "Buyer"), and The Goodyear Tire & Rubber Company, an Ohio corporation (hereafter "Seller").

WHEREAS, the Seller is engaged in the line of business hereafter described; and

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller certain of the assets, business, properties and rights of the Seller.

NOW, THEREFORE, in consideration of the recitals and of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement, certain words, terms and phrases shall have the following meanings:

1.1 Business. "Business" shall mean Seller's line of business comprised of the production and sale of ground rubber products used in compounding rubber for tires and other products produced at Seller's Cleveland, Ohio plant, known as the Micron Division, as such business is presently conducted by Seller.

1.2 Closing. "Closing" shall mean the time and occasion when the purchase and sale contemplated by this Agreement shall take place and the day Closing takes place shall be the "Closing Date."

1.3 Permitted Liens. "Permitted Liens" shall include liens for current taxes or assessments not delinquent; builder, mechanic, warehousemen, materialmen, contractor, workmen, repairmen, or carrier liens, or other similar liens arising and continuing in the ordinary course of business for obligations which are not delinquent; and other similar common law or statutory liens which do not materially affect the value or interfere with the use or marketability of an asset.

1.4 Plant. "Plant" shall mean the Micron Division, Cleveland, Ohio plant at which ground rubber products are produced.

1.5 Purchased Assets. "Purchased Assets" shall mean all of the tangible assets, whether owned or leased, including rights under contracts, leases and other agreements, whether accrued, contingent or otherwise, of every kind, character and description and wherever located, which are used in or principally related to the Business, including but not limited to:

- (a) all raw materials, supplies and spare parts;
- (b) all production machinery and equipment, mills, grinding stones, grinding stone molds, centrifuges, expressors and dryers;
- (c) all office equipment, furnishings, fixtures and supplies including all interest in computers, computer support equipment, and security systems;
- (d) all technical, manufacturing and engineering information, including new developments, inventions or ideas, know how and trade secrets and documentation thereof (including related papers, parts drawings, tool drawings, chemical compositions, formulae, diaries, notebooks, specifications, methods of manufacture, data processing cards, discs and tapes and all data contained therein and thereon);
- (e) all patents, trade names, trademarks, service marks, copyrights and all applications and registrations therefor, and interest in patent and technology licenses, except as specifically retained under Section 1.6;
- (f) all production operating data, documents and business records particular to the production operations of the Business including accounting records, customer and supplier files.

1.6 Retained Assets. "Retained Assets" shall mean the following assets which, although they relate to the Business, are to be retained by the Seller and not to be sold, conveyed, assigned, or transferred to Buyer:

- (a) Real Estate Lease;
- (b) the trade names, trademarks and/or service marks Goodyear, Wingfoot, Winged Foot (Design), Blimp (Design) and any and all derivatives, like or similar names and marks.
- (c) any software developed by and proprietary to Seller;
- (d) financial data and information and other types of data and information to the extent such is commingled and cannot be separated from other confidential information relative to Seller's other businesses and business in general; provided, however, Seller

shall extrapolate such information related to the Business from its records and provide it to Buyer insofar as it is reasonably practical to do so;

(e) insurance policies, claims, causes of action, bad debts, post-Closing allowances, refunds and reimbursements which are related to pre-Closing transactions and which are not reflected as assets on the September 30, 1994 balance sheet of the Business.

ARTICLE II

PURCHASE AND SALE; ASSUMPTION OF LIABILITIES; PRICE

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, in reliance upon the representations, warranties, covenants and agreements and subject to the conditions herein, at the Closing, in consideration of the payment by the Buyer of the purchase price and assumption of certain liabilities of the Seller and the acquisition of the Business by the Buyer, Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from the Seller the Purchased Assets.

2.2 Assumption of Liabilities. At the Closing, Buyer shall assume by transfer and assignment and thereby undertake to perform, satisfy, fulfill and discharge all obligations and liabilities of Seller for accounts payable which arose in the ordinary course of business, consistent with Seller's past practices, and contractual obligations of Seller specifically relating to the Business, then remaining, as follows:

(a) all obligations for the purchase of goods or services made in the ordinary course of business, consistent with the Seller's past practices;

2.3 No Other liabilities Assumed. Except to the extent otherwise expressly provided in this Agreement, Buyer has not agreed to pay and shall not assume, nor have any liability or obligation, direct or indirect, absolute or contingent of the Seller.

become due including, without limitation, any liabilities resulting from failure to comply with any law or any tax liabilities due or to become due whether incurred in respect of or measured by income for any periods prior to close of business on September 30, 1994, or arising out of transactions entered into or any state of facts existing prior thereto. Subsequent to then, the Seller has not incurred any material liabilities, debts or obligations other than in the ordinary course of business, and the Seller has properly recorded in its books of account all items of income and expense and all other proper charges and accruals required to be made in accordance with Seller's accounting procedures, applied consistently with those applied prior thereto.

4.7 Adverse Changes. In the conduct of the Business since September 30, 1994, there have been:

(a) no material adverse changes in the financial condition, business, results of operation and condition of assets of the Seller;

(b) no losses which have materially and adversely affected the business of the Seller or the value of its assets; and

(c) no transactions by Seller outside the ordinary course of business of the Seller.

4.8 Taxes. The Seller has paid or made provision for all federal, state, local and any other taxes that are due with respect to the Purchased Assets and the conduct of the Business or that could constitute a lien on the Purchased Assets and has duly filed all required returns or reports with regard to such taxes and other governmental charges.

4.9 Contracts. Except for a contract to purchase approximately 117,000 clear bags from Corman Bag Co, Seller is not a party or otherwise subject to any material long term contract, lease or other agreement. Except as specified in the Schedule and except for agreements subsequently made in the ordinary course of business, the Seller is not and will not be a party to, or bound by, any material contract of any kind to be performed after the Closing. The Seller has no knowledge of any default and no knowledge of any reason why any default will occur hereafter in any obligation to be performed by the Seller under any contract or lease referred to in the Schedules, which default or defaults in the aggregate would have a material and adverse effect upon the Business.

4.10 Patents. Schedule A is a listing of all United States and foreign patents and patent applications owned or controlled by Seller (in the sense of having the right to license others)

relating to the Seller's Business. Seller makes no warranty or representation that such patents and patent applications are valid or that anything made, used or sold or otherwise disposed of pursuant to use of such patents and patent applications are free of infringement of patents of third parties. However, Seller knows of no such infringement, and no claim of any such infringement has been made to Seller. None of the patents and patent applications in Schedule A is involved in any interference, conflict or opposition proceeding, and there has been no threat or other indication made or known to Seller that any such proceeding will hereafter be commenced.

4.11 Inventory. All inventory included in the Purchased Assets is properly valued on Seller's books and records at the lower of cost or market, and raw materials are in good and salable condition useable in current or anticipated production.

4.12 Capital Assets. With respect to the condition of the purchased Assets and warranties relative thereto, Seller represents only that there has been no material deterioration since inspection by Buyer's representatives and that such equipment is useable and operational and will be delivered to Buyer at time of Closing in the same condition as when inspected, reasonable wear and tear excepted.

4.13 No Violation of Law. To the best knowledge of Seller, the Plant, buildings and equipment and their use and operation conform in all material respects with applicable laws, including but not limited to those relating to environment and occupational safety and health, and no notice has been received and no investigation or review is pending or has been threatened by any governmental entity with respect to any alleged violation by the Business or the Plant of any law, ordinance, code, regulation or standard of any governmental entity, within the past 24 months.

4.14 Actions, Suits and Judgments. To the best of Seller's knowledge, there are no actions, suits, proceedings or investigations now pending or overtly threatened against Seller which would affect the Purchased Assets or Buyer's ability to conduct the Business. The Seller is not operating under or subject to default with respect to any adjudicatory order, writ, injunction, decree or cease and desist order which is material to the Business or Purchased Assets.

4.15 ERISA. The Seller's qualified plans applicable, prior to the Closing Date, to the employees of the Business are the Retirement Plan for Salaried Employees (the "Retirement Plan"), the 1950 Pension Plan (the "Pension Plan"), Employee Savings Plan without Matching Contributions for Bargaining Unit Employees (the "Hourly Savings Plan Without Match"), Employee Savings Plan for Bargaining Unit Employees (the "Hourly Savings Plan") and the

If to Seller to: Secretary,
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316

If to Buyer to: Tim A Baker
President
Baker Rubber Inc
131 S Taylor - Suite 2000
South Bend, Indiana 46601

or to such other address as shall hereafter be furnished
in writing by either party to the other party.

10.9 Counterparts. This 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 be deemed to be one and
the same instrument.

10.10 This Agreement shall be governed and construed by the
provisions hereof and in accordance with the laws of the State of
Ohio applicable to agreements to be performed in Ohio.

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

ATTEST:

THE GOODYEAR TIRE & RUBBER COMPANY

By: [Signature]
Assistant Secretary

By: [Signature]
Vice President

WITNESS:

BAKER RUBBER, INC

By: [Signature]
Title: Treasurer

By: [Signature]
President

SCHEDULE A

U S Patents

4,625,922	Brubaker et al	Dec. 2, 1986
4,621,773	Calevich et al	Nov. 11, 1986
4,614,310	Tloczynski et al	Sep. 30, 1986
4,597,536	" "	July 1, 1986
4,535,941	" "	Aug. 20, 1985
4,469,284	Brubaker et al	Sep. 4, 1984
4,449,674	Tloczynski et al	May 22, 1984
4,449,670	" "	May 22, 1984
4,098,737	Lee et al	July 4, 1978
4,049,588	"	Sep. 20, 1977
4,046,834	"	Sep. 6, 1977

Foreign Patents Corresponding to:

Country	Patent No.	Issue Date	Expiration Date
	U.S. Patent No. 4,621,773		
Brazil	PI8505757	11/14/85	11/14/2000
	U.S. Patent No. 4,449,670		
Canada	1188282	6/4/85	6/4/2002
	U.S. Patent No. 4,469,284		
South Africa	82/7402	10/13/82	10/13/2002
Japan	1564575	11/7/89	10/27/2002
Italy	EP0081449	6/1/88	10/28/2002
Germany	P3278558.5	10/7/82	10/28/2002
Great Britain	EP0081449	6/1/88	10/28/2002
France	EP0081449	6/1/88	10/28/2002
European	81449	6/1/88	10/28/2002
Canada	1187848	5/28/85	5/28/2002