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Form PTO 1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Precision Processes Textiles Limited**  
Additional name(s) of conveying party(ies) attached  Yes  No

2. Name and address of receiving party(ies):  
Name: **Devan-PPT Chemicals Limited**  
**3 Charnwood Street Derby**  
**DE1 2GY**  
**ENGLAND**  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **29-04-05**


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)  
**10/483,902- Filed: 15 January 2004**

B. Patent No.(s)  
Additional numbers attached?  Yes  No

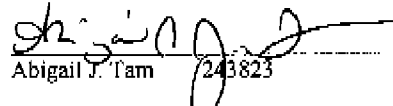
5. Name and address of party to whom correspondence concerning document should be mailed:  
**Monique A. Morneault, Esq.**  
**Wallenstein Wagner & Rockey, Ltd.**  
**311 S. Wacker Drive, 53rd Floor**  
**Chicago, IL 60606-6630**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41): **\$40.00**  
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8. Deposit account number: **23-0280**  
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**Monique A. Morneault, Reg. No. 37,893**  **May 4, 2006**  
Name of Person Signing Signature Date

Attorney Docket No.: **3575 P 003** Document ID No. **700261061**  
Total number of pages including cover sheet, attachments, and documents: **8**

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Form PTO 1595  
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OMB No. 0651-0027 (exp. 6/30/2009)

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**3 Charmwood Street Derby**  
**DE1 2GY**  
Additional name(s) & address(es) attached?  Yes  No

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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.

**Monique A. Morneau, Reg. No. 37,893** *Monique A. Morneau* **April 27, 2006**  
Name of Person Signing Signature Date

Attorney Docket No.: **3575 P 003**

Total number of pages including cover sheet, attachments, and documents: **6**

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*Abigail J. Tish*  
Abigail J. Tish 2A3821

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Alexandria, VA 22313-1450

THIS AGREEMENT is made this 29th day of APRIL 2005

BETWEEN:

- (1) PRECISION PROCESSES TEXTILES LIMITED (a company registered in England and Wales with number 00509034) whose registered office is 1 The Square, Stockley Park, Uxbridge, Middlesex, UB11 1TD ("the Vendor"); and
- (2) DEVAN-PPT CHEMICALS LIMITED (a company registered in England and Wales with number 5405054) whose registered office is at 3 Charnwood Street Derby DE1 2GY ("the Purchaser"); and
- (3) COATS HOLDINGS LIMITED (a company registered in England and Wales with number 104998) whose registered office is 1 The Square, Stockley Park, Uxbridge Middlesex UB 11 1TD ("the Guarantor").

WHEREAS:

- (A) The Business is now and has for some time past been carried on by the Vendor under the Business Name.
- (B) The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase the Business (together with the Assets) as a going concern on the terms and conditions of this agreement and in particular on the basis of the representations, warranties, undertakings, agreements and indemnities set out in this agreement.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1 In this Agreement and the Schedule(s) hereto the following words and expressions shall (unless the context shall otherwise require) bear the following meanings:-

"Accounting Date" 31 December 2004;

"Accounts" the audited financial statements of the Vendor for the accounting reference period ended on the Accounting Date comprising a balance sheet, profit and loss accounts, notes, the directors' and auditors' reports and cashflow statements, a copy of which is annexed to the Disclosure Letter;

"Acquisition" the acquisition of the Business and Assets pursuant to this Agreement;

"Vendor's Solicitors"

Elliot Mather, of The Courtyard, 49 Low  
Pavement, Chesterfield, Derbyshire S40 1RB

"Warranties"

the warranties and representations set out in  
clause 7 and Schedule 6

- 1.2 References to any document being in "agreed form" are to that document in the form signed or initialled by or on behalf of the parties for identification.
- 1.3 Any question whether a person is connected with another shall be determined in accordance with section 839 of the Taxes Act 1988 (subject to the deletion of the words from "Except" to "arrangements" in sub-section (4) of that section).
- 1.4 Words in the singular include the plural and vice versa and words in one gender include any other gender where the context so admits.
- 1.5 Words and phrases defined in the Companies Act 1985 shall, where the context so admits, bear the same meaning in this Agreement.
- 1.6 A reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute or statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted.
- 1.7 The Schedules form part of this Agreement and have the same force and effect as if set out in the body of this Agreement.
- 1.8 All warranties, representations, indemnities, covenants, undertakings, agreements and obligations entered into by more than one person, in this Agreement are given jointly and severally.

**2. AGREEMENT TO SELL AND PURCHASE**

- 2.1 The Vendor shall sell with full title guarantee and free from all Security Interests and the Purchaser (relying on the Warranties, representations and undertakings in this agreement but on no other representations, undertakings or warranties made by or on behalf of the Vendor) shall purchase for the purpose of carrying on the Business as a going concern with effect from the Completion Date the following assets:
  - 2.1.1 the Goodwill;
  - 2.1.2 the Business Assets;
  - 2.1.3 the Stock;
  - 2.1.4 the benefit (subject to the burden) of the Business Contracts;

- 2.1.5 the Intellectual Property;
  - 2.1.6 the Business Information;
  - 2.1.7 all the Vendors' rights against third parties including all rights under any of the warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979 relating to any of the Assets.
- 2.2 On the Completion Date, title to each of the Assets will pass to the Purchaser or, in the case of the Scheduled Intellectual Property to such other person as the Purchaser may direct.
- 2.3 The sale and purchase of each of the Assets is interdependent and shall be completed simultaneously.

### 3. ASSETS AND LIABILITIES NOT INCLUDED IN THE SALE

- 3.1 The following are expressly excluded from the sale and purchase of the Business and the Assets:
- 3.1.1 all assets of the Vendor exclusively relating to or used in connection with the Testing Business;
  - 3.1.2 the Excluded Liabilities;
  - 3.1.3 any right of action to which the Vendor may be entitled (whether in contract, tort or otherwise) otherwise than pursuant to or in connection with any Business Contract or the Intellectual Property;
  - 3.1.4 all the Vendor's cash in hand or at the bank or at any other financial institution;
  - 3.1.5 the Book Debts;
  - 3.1.6 any amount due or recoverable in respect of Taxation relating to the Business attributable to periods or transactions completed before the Completion Date;
  - 3.1.7 the Vendor's accounts and accounting records which do not relate exclusively to the Business; and
  - 3.1.8 the benefit (save as provided in clause 2.1.7) of any and all insurance claims and repayments arising prior to the Completion Date in relation to the Business.
  - 3.1.9 nothing in this agreement shall pass to the Purchaser, or shall be construed as acceptance by the Purchaser, of any liability, debt or other obligation of the Vendor, other than as expressly set out in this agreement.
- 3.2 For the avoidance of doubt the Vendor shall discharge and shall indemnify the Purchaser in respect of:
- 3.2.1 all outstanding Security Interests relating to any Asset and subsisting at Completion Date; and


**PPT Chemicals Business - Patents and Patent Applications List**

Australia	663813	Precision Processes Textiles
Austria	E150497	Precision Processes Textiles
Belgium	EP 618986	Precision Processes Textiles
Canada	2124325	Precision Processes Textiles
France	EP 618986	Precision Processes Textiles
Germany (FR)	68218456.2	Precision Processes Textiles
Ireland	EP 618986	Precision Processes Textiles
Italy	EP 618986	Precision Processes Textiles
Portugal	EP 618986	Precision Processes Textiles
Switzerland	EP 618986	Precision Processes Textiles
PPT Case 39	Textile treatment	
UK	Pat App	Precision Processes Textiles Ltd.
European	Pat App 01901290.5	Precision Processes Textiles Ltd.
United States	Pat App 10/182,102	Precision Processes Textiles Ltd.
PPT Case 40	Polymer treatments for textiles	
UK	Pat App PCT/GB/003279	Precision Processes Textiles Ltd.
PPT Case 41	Treating proteinaceous materials	
UK	Pat App 2023522.8	Precision Processes Textiles Ltd.
PPT Case 42	Antistatic treatment	
UK	Pat App 212855.5	Precision Processes Textiles Ltd.

IN WITNESS whereof this Agreement has been executed as a Deed by the parties on the date stated above.

**EXECUTED AS A DEED** by  
**PRECISION PROCESSES TEXTILES LIMITED**  
acting by two directors or a director  
and the company secretary

  
..... ← sign here  
Director **STEPHEN RUDELL**

  
..... ← sign here  
Director / Company Secretary  
**DAVID CONNELL**

**EXECUTED AS A DEED** by  
**DEVAN-PPT CHEMICALS LIMITED**  
acting by two directors or a director  
and the company secretary

  
..... ← sign here  
Director **PATRICE VANDENDAELE**

  
..... ← sign here  
Director / Company Secretary  
**JOHN ELLIS**


**UNITED STATES PATENT AND TRADEMARK OFFICE**

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 01, 2006

PTAS

**\*700261061A\***
 MONIQUE A. MORNEAULT, ESQ.  
 WALLENSTEIN WAGNER & ROCKEY, LTD.  
 311 S. WACKER DRIVE, 53RD FLOOR  
 CHICAGO, IL 60606-6630

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 571-272-3350.

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 KIMBERLY WHITE, EXAMINER  
 ASSIGNMENT SERVICES BRANCH  
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