



RECORDATION FORM

09-05-2006



103301698

To the Honorable Commission:  
Please record the attached original document.

1. Name of conveying party(ies):

**BTR Antivibration Systems, Inc.**

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

3. Nature of conveyance:

☐ Assignment ☐ Merger ☐ Security Agreement

☐ Change of Name

☒ Other:

**Partial Asset  
Purchase Agreement**

Execution Date: **December 23, 1999**

2. Name and address of receiving party(ies)

Name: **Trelleborg YSH, Inc.**

Street Address: **400 Alyworth Avenue**

City: **South Haven**

State: **MI**

Postal Code: **49090**

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).

**US 5,413,319**

Additional numbers attached? ☐ YES ☒ NO

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

Name: **HARNESS, DICKEY & PIERCE, P.L.C.**

Street Address: **P.O. BOX 8910**

City: **RESTON** State: **VA** ZIP: **20195**

Country: **USA**

6. Total No. of applications/patents involved: **One (1)**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

☐ Enclosed

☒ Authorized to be charged to deposit account,  
**if no fee attached.**

8. Deposit account number: **08-0750**

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.*

Ray Heflin / 41,060

Name of Person Signing/Reg. No.

Ray Heflin

Signature

August 30, 2006

Date

Total number of pages including cover sheet, attachments, and document: **8**

09/01/2006 MJAMA1 00000012 080750 5413319

01 FC:8021

40.00 DA

HRH/lmg

**SHARE AND ASSET PURCHASE AGREEMENT**

**DATED ...23 December..., 1999**

**BETWEEN  
TRELLEBORG AB**

**AND**

**CERTAIN OF ITS  
WHOLLY-OWNED SUBSIDIARIES**

**ON ONE HAND  
AND**

**INVENSYS PLC**

**AND**

**CERTAIN OF ITS WHOLLY-OWNED SUBSIDIARIES  
ON THE OTHER HAND**

**(ANTI-VIBRATION SYSTEMS)**

*Handwritten initials/signature*

**SHARE AND ASSET PURCHASE AGREEMENT**

This SHARE AND ASSET PURCHASE AGREEMENT (the "Purchase Agreement") is dated , 1999, and is among:

TRELLEBORG AB("Trelleborg"), a Swedish public company limited by shares and certain of its wholly-owned subsidiaries, namely, TRELLEBORG HOLDING FRANCE SA ("Trelleborg France"), a French simplified corporation (*Société par actions Simplifiée*), TRELLEBORG GmbH ("Trelleborg Germany"), a German private company limited by shares (*Gesellschaft mit beschränkter Haftung*), TRELLEBORG FABRIEKEN BV ("Trelleborg Netherlands"), a Dutch private company limited by shares, TRELLEBORG HOLDING AB ("Trelleborg Sweden"), a Swedish private company limited by shares, TRELLEBORG INDUSTRIES INC ("Trelleborg US"), a Delaware corporation, and TRELLEBORG AVS UK LIMITED ("Trelleborg UK Newco"), a private limited company organised under the laws of England and Wales, TRELLEBORG AVS INC ("Trelleborg US Newco"), a Delaware corporation, TRELLEBORG VASCONIA S.A. ("Trelleborg Spain"), a Spanish private company limited by shares and TRELLEBORG INTERNATIONAL BV ("Trelleborg International"), a Dutch closed limited company on one hand,

and

INVENSYS PLC ("Invensys"), a public limited company organized under the laws of England and Wales, and certain of its wholly-owned subsidiaries, namely, BTR (EUROPEAN HOLDINGS) BV ("BTR Europe"), a Dutch closed limited company (*besloten vennootschap*), BTR INC. ("BTR US"), a Delaware corporation, BTR INDUSTRIES LIMITED ("BTR Industries"), a private limited company organized under the laws of England and Wales, BTR FRANCE SAS ("BTR France"), a French simplified corporation (*Société par actions Simplifiée*), BTR INDUSTRIES GMBH ("BTR Germany"), a German private limited company by shares (*Gesellschaft mit Beschränkter Haftung*), GETOFLEX METZELER INDUSTRIA E COMERCIO LTDA ("Getoflex Metzeler") a Brazilian limited liability company, SCHLEGEL NETHERLANDS BV ("Schlegel Netherlands"), a company organised under the laws of the Netherlands, BTR WADCO AUTOMOTIVE LIMITED ("BTR Wadco"), a company organised under the laws of India and BTR ANTIVIBRATION SYSTEMS NEWCO INC., ("BTR AVS US") a Delaware corporation on the other hand.

(Trelleborg, Trelleborg France, Trelleborg Germany, Trelleborg Netherlands, Trelleborg Sweden, , Trelleborg US, Trelleborg UK Newco, Trelleborg US Newco, Trelleborg Spain and Trelleborg International are referred to collectively below as the "Buyers". Invensys, BTR Europe, BTR US, BTR Industries, BTR France, BTR Germany, Getoflex Metzeler, Schlegel Netherlands, BTR Wadco and BTR AVS US, are referred to collectively below as the "Invensys Sellers").

1019830v2

2

mtb  
CA

BTR AVS US as a going concern and Trelleborg US will assume and become solely responsible for the Assumed Liabilities (as defined below) of BTR AVS US.

(E) The Buyers will pay the Invensys Sellers the Initial Cash Consideration at the Closing and subsequently, all adjustments thereto in accordance with this Article 2.

(F) The Invensys Sellers will pay to the Buyers any adjustments to the Initial Cash Consideration in accordance with this Article 2.

**2.2 ACQUIRED ASSETS.** The assets to be acquired by the Buyers at the Closing are assets, properties, and rights (other than the Retained Assets) owned by or leased or licensed to the Invensys Business Sellers and used exclusively or primarily by the Invensys Business Sellers in their conduct of the Anti-Vibration Business as of the Closing including, for the avoidance of doubt, the German Assets which are to be transferred to BTR Industries prior to Closing pursuant to Section 4.6 (the "Acquired Assets"), in each case including, to the extent lawfully assignable (and save to the extent included in the Retained Assets), the Invensys Business Sellers' rights, title, and interests in and to the following assets to the extent they are used exclusively or primarily in, or relate exclusively or primarily to, the conduct of the Anti-Vibration Business as of the Closing:

(A) all prepaid and similar items, including all prepaid expenses, deferred charges, advance payments and other prepaid items (the "Pre-Paid Items");

(B) all inventories, wherever located, including inventories of raw materials, components, assemblies, sub-assemblies, work-in-progress, finished goods, replacement parts, spare parts, operating supplies and packaging but excluding raw material held on consignment from suppliers (the "Inventories");

(C) all real property (whether owned, leased or otherwise) listed in Part C - 1 of Appendix G (the "Business Properties"), including all land, buildings, improvements, fixtures and appurtenances thereto, and all such items under construction, such properties to be transferred in accordance with the provisions of Appendix S and the other provisions of this Purchase Agreement;

(D) all plant and equipment owned by the Invensys Business Sellers including all machinery, equipment, tooling, dies, molds, jigs, patterns, gauges, materials handling equipment, furniture, office equipment, cars, trucks, and other vehicles (the "Personalty");

(E) The benefit (subject to the burden and to the express provisions of Section 2.21) of all the contracts, arrangements and engagements relating either exclusively to the Anti-Vibration Business (including, without limitation, hire purchase, credit sale, leasing and other financing agreements) or relating primarily to the Anti-Vibration Business (but then only to the extent that the same do so relate) including tenders, quotations and offers capable of being converted into contractually binding obligations, to which any member of the Invensys Group is a party or the benefit of which is held in trust for or has been assigned to any member of the Invensys Group as at Closing (but excluding:-

- (1) subject to the provisions of Article 8, contracts with employees;
- (2) subject to the provisions of Section 2.2(C), leases of real property;
- (3) subject always to the provisions of Section 7.12, contracts of insurance relating to the Anti-Vibration Business; and
- (4) contracts, obligations, rights and benefits forming part of the Retained Liabilities or the Retained Assets, or otherwise excluded from the sale and purchase under this Agreement or excluded by any express provision of this Agreement;),

and which, in any such case, are current or unperformed as at Closing or in respect of which any member of the Invensys Group has any liability, contingent liability, obligation, entitlement, right or benefit as at Closing (including, without limitation, any liability or contingent liability in connection with any warranty claim or with any unexpired warranty period or in connection with any breach or non-performance of contract or negligence occurring or arising before Closing), (the "Contracts");

(F) The rights (if any) of the Invensys Business Sellers against third parties, whether arising under any warranties, conditions, guarantees, indemnities, contracts, agreements (in each case whether express or implied) or otherwise howsoever, to the extent they arise before or after Closing in connection with the conduct of the Anti-Vibration Business up to Closing, except any such claims to the extent they relate to Retained Assets or Retained Liabilities, and save (in each case):

- (1) to the extent that sums have been expended by the relevant Invensys Business Seller or any other member of the Invensys Group prior to Closing in or towards rectifying the subject matter of such rights (but only to the extent rectified), any claims relating to the amounts so expended;
- (2) (subject to any other express provisions of this Agreement) any claim by or right of the Invensys Business Sellers or any other member of the Invensys Group to the extent such claim arises or exists prior to or is attributable to one or more periods ending on or before Closing in respect of Taxes, employees, pensions or other benefits relating to employees or former employees or their relatives or dependants, or insurance; and
- (3) any other claim by or right of the Invensys Business Sellers or any other member of the Invensys Group which is expressly dealt with or provided for under any other provision of this Agreement,

(the "Third Party Rights");

*Handwritten initials: "MAD" and "EF" with a vertical line.*

(G) all Intellectual Property whether registered or unregistered (the "IP Rights");

(H) all permits, approvals and qualifications issued by any government or governmental unit, agency board, body or instrumentality, whether Federal, State or local, and all applications for such items (the "Permissions");

(I) all business books and records in the possession or control of the Invensys Business Sellers including all financial, operating, inventory, legal, personnel, payroll, and customer records and all sales and promotional literature, correspondence, and records that relate exclusively or primarily to the Anti-Vibration Business (the "Records");

(J) the goodwill of the Invensys Business Sellers in relation to the Anti-Vibration Business, together with the exclusive right for the Buyers to represent themselves as carrying on the Anti-Vibration Business in succession to the Invensys Business Sellers (the "Goodwill"); and

(K) in relation to that part of the Acquired Businesses to be sold by BTR Wadco and BTR AVS US, all notes receivable and other amounts receivable (including Inter-Company Trading Accounts) (the "Business Receivables").

**2.3 RETAINED ASSETS.** Notwithstanding Section 2.2, the Acquired Assets do not include any of the following rights, properties, or assets (the "Retained Assets") of the Invensys Sellers:

(A) in relation to that part of the Acquired Businesses to be sold by BTR Industries, all notes receivable and other amounts receivable, excluding those falling within Section 2.3(J) below (the "UK Business Receivables");

(B) cash held by or on the books of the Invensys Business Sellers as of the Closing, including certificates of deposit, time deposits, marketable securities in each case as shown in the cash book balance of the relevant Invensys Business Seller including without limitation, (i) any cheques, drafts, bills or instruments received on or before Closing but not credited to an account of the Invensys Business Sellers prior to such time and (ii) any cash in transit which has not been received by or credited to an account of the Invensys Business Sellers on or before Closing but which has been confirmed (whether before or after Closing) as having been sent prior to such time, in each case to the extent subsequently credited or paid, but excluding: (i) the amount of any cheques, drafts, bills or instruments drawn by any Invensys Business Seller, and delivered or sent to the payee before Closing, but not debited to an account of any Invensys Business Seller before Closing; and (ii) any cash in transit which has been sent from or debited to an account of the Invensys Business Sellers on or before Closing, in each case to the extent subsequently debited or paid;



# **PATENTS AND PATENT APPLICATIONS**

SERIAL NO. FILE DATE	COUNTRY	PATENT NO. ISSUE DATE	DOC. NO.	STATUS	PRODUCTION APPLICATION
-------------------------	---------	--------------------------	----------	--------	---------------------------

<b>VEHICLE SUSPENSION BUSHING</b>					
133,729 Mar 25, 80	USA	4,318,643 Feb 23, 82			
<b>BUSHING FOR AN AUTOMOBILE SUSPENSION SYSTEM</b>					
GT-3640	Germany		W36730DE	P	
GT-3640	Spain		W36370ES	P	
GT-3640	France		W36370FR	P	
GT-3640	U. Kingdom		W36370GB	P	
GT-3640	Italy		W36370IT	P	
<b>SLIPPER BUSHING ASSEMBLY</b>					
9001245 Mar 15, 90	Brazil	PI9001245 Aug 30, 94			
20037 Mar 26, 90	Mexico	180318 Dec 6, 95			
416,213 Sep 29, 89	USA	5,139,244 Aug 18, 92			
16,617 Feb 12, 93	USA	5,286,014 Feb 15, 94			
<b>SLIPPER BUSHING WITH IMPROVED AXIAL LOAD CAPACITY</b>					
16,617 Feb 12, 93	USA	5,286,014 Feb 15, 94			
<b>ELASTOMERIC HANGING STRUCTURE</b>					
07/129,791 Dec 07, 87	USA	4,817,908 Apr 4, 89			
236692	Japan	2542916			

DATE:

NAME:  
SIGNATURE:

SERIAL NO. FILE DATE	COUNT	PATENT NO. ISSUE DATE	DOC. NO.	STA:	PRODUCTION APPLICATION
-------------------------	-------	--------------------------	----------	------	---------------------------

### SLIPPER SHOCK MOUNT

595,668 Oct 11, 90	USA	5,158,269 Oct 27, 92			
-----------------------	-----	-------------------------	--	--	--

### ELASTOMERICALLY MOUNTED HAY RAKE TIME

430,613 Jun 17, 93	Canada	1157696 Dec 10, 95			
429,879 Sep 30, 92	USA				

### FLUID DAMPED BUSHING

GT-4150	Germany		W36736DE	P	
GT-4150	France		W36736FR	P	
GT-4150	U.Kingdom		W36736GB	P	
GT-4150	Italy		W36736IT	P	
GT-4150	Korea	24612/95 Aug 09, 95			
GT-4150	USA	289,026 Aug 10, 94	5,413,319		

### FORCE DAMPENING TORQUE STRUT FOR AN AUTOMOBILE

29,513 Mar 09, 93	USA	5,338,011 Aug 16, 94			
----------------------	-----	-------------------------	--	--	--

### HYDRAULICALLY DAMPED POWER TRAIN MOUNT

08/902,489 Jul 29, 97	USA	5,782,462 Jul 21, 98			
--------------------------	-----	-------------------------	--	--	--

### HYDRO/SHEAR IN-SERIES POWERTRAIN MOUNT

GT-4440	Germany	19643170.0 Oct 18,96	W36742DE	P	
GT-4440	Spain	9602145 Oct 11,96	W36742ES	P	
GT-4440	U. Kingdom	9621600.7 Oct 16,96	W36742GB	P	
GT-4440	Japan	276588/96 Oct 18,96	W36742JP	P	



3

DATE:

NAME:  
SIGNATURE: