

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYAIR DESIGNS, LLC (NOW KNOWN AS CABINE SA, LLC)	07/15/2005
RECEIVING PARTY DATA	
Name:	C&D ZODIAC, INC.
Street Address:	5701 BOLSA AVENUE
City:	HUNTINGTON BEACH
State/Country:	CALIFORNIA
Postal Code:	92647
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6900390
Patent Number:	7114827
Application Number:	10802277
CORRESPONDENCE DATA	
Fax Number:	(404)541-3375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	ipefiling@kilpatrickstockton.com
Correspondent Name:	John S. Pratt, Kilpatrick Stockton LLP
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Address Line 2:	Suite 2800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	57108/367051
NAME OF SUBMITTER:	Angela M. Rossi

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Total Attachments: 17
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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into as of July 15, 2005 between C&D Zodiac, Inc., a Delaware corporation ("Purchaser") and Cabine SA, LLC (f/k/a Syair Designs, LLC), a Delaware limited liability company (the "Asset Seller"). All capitalized terms used in this Bill of Sale (including the Appendix hereto) and not otherwise defined in this Bill of Sale shall have the respective definitions ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the Master Purchase Agreement, dated as of April 29, 2005, among Zodiac S.A., a French *société anonyme* ("Buyer"), Purchaser, C&D Aerospace, Inc., a California corporation ("C&D"), each of the Asset Sellers and other parties thereto (the "Purchase Agreement"), the Buyer Designees are concurrently herewith acquiring, and the Companies and the International Sellers are selling the Business, such acquisition being structured as the acquisition of the Acquired Assets from the Asset Sellers, and the acquisition of the issued and outstanding International Securities from the International Sellers; and

WHEREAS, pursuant to the Purchase Agreement, the Asset Sellers have agreed to sell, convey, assign, transfer and deliver, the Acquired Assets to the Buyer Designees;

NOW, THEREFORE, for and in consideration of the premises and the consideration provided in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Asset Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, all of its right, title and interest in, under and to the Acquired Assets, including the Acquired Assets set forth on Appendix A attached hereto.

SECTION 2. Notwithstanding anything herein to the contrary, Asset Seller is not selling, transferring, assigning, or conveying to Purchaser, and Asset Seller shall retain all of its right, title and interest in and to the Excluded Assets.

SECTION 3. EACH PARTY HERETO ACKNOWLEDGES THAT, EXCEPT (I) AS EXPRESSLY SET FORTH IN SECTIONS 1 AND 4 OF THIS BILL OF SALE AND (II) FOR THOSE REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND INDEMNITIES INCORPORATED HEREIN BY REFERENCE PURSUANT TO SECTION 5 OF THIS BILL OF SALE, NO REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS OR INDEMNITIES WITH RESPECT TO THE ACQUIRED ASSETS OR THE TRANSFER OF THE ACQUIRED ASSETS ARE MADE BY ANY PARTY HERETO IN OR PURSUANT TO THIS BILL OF SALE, BUT RATHER ARE EXPRESSLY DISCLAIMED, IT BEING UNDERSTOOD AND AGREED THAT ANY AND ALL RIGHTS OF PURCHASER WITH RESPECT TO THE ASSET SELLER REGARDING SUCH MATTERS ARE GOVERNED SOLELY BY THE PURCHASE AGREEMENT.

SECTION 4. Asset Seller does hereby irrevocably constitute and appoint Purchaser the true and lawful agent of Asset Seller, with full power of substitution in whole or in part, in the name and on behalf of Asset Seller, but for the benefit and at the expense of the Buyer Parties, as fully to all intents and purposes as Asset Seller might or could do (a) to collect, assert or enforce

any claim, right, interest or title of any kind in and to the Acquired Assets sold, conveyed, transferred and delivered hereby, and to institute and prosecute all actions, suits and proceedings which Purchaser may deem proper in order to collect, assert or enforce any such claim, right, interest or title, (b) to do all such acts and things and take all such actions in respect thereof as Purchaser shall deem advisable or proper in order to provide to Purchaser the benefits under any such Acquired Assets and (c) to defend, settle or compromise any and all actions, suits or proceedings in respect of any such Acquired Assets in accordance with the provisions of the Purchase Agreement. Asset Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Asset Seller in any manner or for any reason.

SECTION 5. The terms of the Purchase Agreement, including but not limited to the parties' representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall govern.

SECTION 6. This Bill of Sale shall be binding upon Purchaser and Asset Seller and their respective successors and assigns permitted by the Purchase Agreement.

SECTION 7. This Bill of Sale and any dispute, controversy or claim ("Claim") regarding the interpretation or validity of, or other issue arising out of or relating to, this Bill of Sale, shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, and performance, and any Claim will be governed by Section 13.9 of the Purchase Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

C&D ZODIAC, INC.

By: _____
Name: Jean-Jacques Jégou
Title: Chief Financial Officer

ASSET SELLER:

CABINE SA, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

C&D ZODIAC, INC.

By: _____

Name: _____

Title: _____

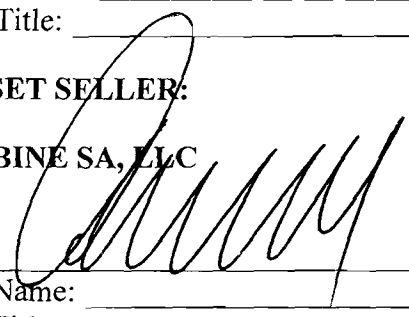
ASSET SELLER:

CABINE SA, LLC

By: _____

Name: _____

Title: _____

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards into the 'Name' and 'Title' fields of the Asset Seller section.

MASTER PURCHASE AGREEMENT

THIS MASTER PURCHASE AGREEMENT, dated as of April 29, 2005 (the "Agreement"), is entered into among Zodiac S.A., a French *société anonyme* ("Buyer"), Cabine FR Acquisition Co., a Delaware corporation, and wholly owned subsidiary of Buyer (the "French Asset Buyer"), C&D Aerospace, Inc., a California corporation ("C&D"), each of the other Asset Sellers (such term and other capitalized terms used in this Agreement being defined in **Section 1.1**, or in the Sections of this Agreement identified in **Section 1.2(a)**), each of the Principal Shareholders, each of the Other Shareholders (solely for purposes of **Section 2.1(b)** and **Articles IV** and **XIII**), the International Companies, and C&D in its capacity as the C&D Representative pursuant to **Section 13.5**.

WITNESSETH:

WHEREAS, C&D, the other Asset Sellers and the International Companies, (collectively, the "Companies"; and each, a "Company") are engaged in the business of designing, assembling, manufacturing, integrating, selling and exporting aircraft systems and related services to airplane manufacturers and commercial airlines, including aircraft interior products such as bins, seats, sidewalls, ceiling panels, paneling, floor boards, lavatories, galleys, closets, class dividers, bulkheads, cockpit doors, lighting, passenger address systems, fire suppression systems, oxygen systems, air-conditioning and cabin management systems and components, and escape slides, and airplane exterior composite parts, including wing-to-body fairings, and in the manufacture of core materials and custom injection molded plastics for use in the production of airplane parts (collectively, the "Business"); and

WHEREAS, the Buyer Parties desire to acquire, and the Companies and Shareholders desire to sell to the Buyer Parties, the Business, such acquisition to be structured as the acquisition of the Acquired Assets and certain enumerated obligations and liabilities related thereto from the Asset Sellers, and the acquisition of the issued and outstanding *quotas* of C&D Brazil from the Brazil Sellers and the issued and outstanding shares of Aerodesign Mexico from the Mexican Sellers;

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Accounts Receivable" shall mean all accounts receivable and other rights to payment, including all trade accounts receivable, representing amounts receivable in respect of goods shipped or products sold or services rendered to customers.

"Aerodesign Mexico" shall mean Aerodesign de Mexico S.A de C.V., a Mexican *sociedad anonima de capital variable*.

"Adjusted Net Assets" shall mean, as of the relevant time, the combined Assets minus the Assumed Liabilities (and any Section 2.8(f) Liabilities) that would be reflected on a combined balance sheet of the Companies prepared in a manner consistent with, and otherwise using the same principles and line items as those reflected in, the Reference Balance Sheet.

"Affiliate" shall mean, as to any specified Person at any time, any other Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or

cause the direction of the management and policies of a Person, whether through the ownership of securities or other ownership interests, by contract or otherwise. Without limiting the foregoing, beneficial or record ownership, directly or indirectly, of a majority of the outstanding equity or voting securities or other ownership interests of a Person shall be conclusively presumed to confer control of such Person.

“Affiliated Lessor” shall mean any Related Person of any Shareholder that is the “landlord,” “lessor,” “sublandlord,” “sublessor,” or other granting party (howsoever denominated) under any Real Property Lease.

“Ancillary Agreements” shall mean the Bill of Sale, the International Acquisition Agreements, the Brazil Amendment, the Assumption Agreement and the Escrow Agreement, collectively.

“Asset Sellers” shall mean, collectively, C&D; Aerocell Corporation, a Washington corporation (“Aerocell”); Aerodesign Products, Inc., a California corporation (“Aerodesign U.S.”); Flight Line Industries, a California corporation (“Flight Line”); 4 Flight Ind., a California corporation (“4 Flight”); Northwest Composites, Inc., a Washington corporation (“NWC” or “Northwest Composites”); Plasthec Molding, Inc., a California corporation (“Plasthec”); and Syair Designs, LLC, a Delaware limited liability company (“Syair”) (and “Asset Seller” shall mean each of them).

“Assets” shall mean the Acquired Assets and all of the business, properties, assets, goodwill and rights of the International Companies as of the Effective Time, of whatever kind and nature, real, personal or mixed, tangible or intangible, wherever located, whether owned, leased or licensed.

“Assumed Accounts Receivable” means the receivables and rights to receive payments acquired by the Buyer pursuant to **Section 2.2(a)(vi)**.

“Assumption Agreement” means one or more instruments, evidencing the assumption of the Assumed Liabilities by the Buyer Parties in substantially the forms attached as **Exhibit A**.

“Benefit Liabilities” shall mean any and all Liabilities or Losses in respect of the Plans and the Employees, including the Transferred Employees and their beneficiaries and dependents.

“Bill of Sale” shall mean bills of sale substantially in the forms attached as **Exhibit B** hereto.

“Brazil Sellers” shall mean Downey and Hill (each as defined in the definition of Principal Shareholder) as the owners of the Quotas.

“Business Contracts” shall mean all Contracts, including Government Contracts, to which any Company is a party in respect of or relating to the Business, or by which any of its assets or properties are bound; provided, however, that the term “Business Contracts” shall not include (i) Plans, (ii) the Related Person Leases, (iii) any Contract that relates exclusively to an Excluded Asset or any Indebtedness not otherwise assumed of any Company (each an “Excluded Contract”), or (iv) any Shareholders Agreements.

“Business Day” shall mean any day other than (i) Saturday or Sunday or (ii) any other day on which commercial banks located in the State of California or Paris, France are authorized or required to be closed or are otherwise generally closed.

“Buyer Designee” shall mean the French Asset Buyer or one or more other Affiliate(s) of Buyer designated in writing by Buyer prior to the Closing Date in accordance with **Section 13.2**.

“Buyer Parties” shall mean Buyer and any Buyer Designee.

“C&D Brazil” shall mean C & D Brasil Ltda., a Brazilian limited liability company with head office at Av. Getúlio Vargas No. 3.000, in the City of Jacareí, State of São Paulo, Brazil, registered with the General Taxpayers Roll (CNPJ) under No. 03.361.189/0001-36.

rates, in each case whether contingent or matured; and (vii) all obligations of another Person of the types referred to in clauses (i) through (vi), the payment of which is guaranteed on behalf of any other Person or secured by any Lien on any Asset.

“Intellectual Property” shall mean all of the following: (i) trademarks, service marks, trade names, trade dress, domain names, copyrights and similar rights, including all goodwill associated with the foregoing and registrations and applications to register or renew the registration of any of the foregoing; (ii) patents (including design patents, industrial designs and utility models) and patent applications (including provisionals, reissues, revisions, divisions, continuations, continuations-in-part, extensions and re-examinations), and improvements thereto, inventions (whether patentable or unpatentable and whether or not reduced to practice), and improvements thereto, processes, designs, formulae, trade secrets, know-how, ideas, research and development, manufacturing and production processes and techniques, technical data, copyrightable works, engineering notebooks, databases, customer lists, confidential information (including all Business Confidential Information); (iii) Software, firmware, Internet Web sites (including the content thereof); (iv) mask works and other semiconductor chip rights and applications, registrations and renewals thereof; (v) all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing; and (vi) rights of priority and protection of interests therein under the Laws of any jurisdiction, and tangible embodiments of any of the foregoing (in any medium including electronic media).

“Intellectual Property Licenses” shall mean all Contracts (i) pursuant to which the use by any Person of Intellectual Property is permitted by any Company or (ii) pursuant to which the use by any Company of Intellectual Property is permitted by any Person.

“International Companies” shall mean C&D Brazil and Aerodesign Mexico.

“International Securities” shall mean the Quotas and the Mexican Shares.

“International Sellers” shall mean the Brazil Sellers and the Mexican Sellers.

“Inventory” shall mean all inventories, including all packaging, finished goods, raw materials, supplies, work in process, spare parts, all other materials and supplies to be used or consumed in the production of finished goods or provision of services and other miscellaneous items of tangible personal property normally considered part of “inventory”, in each case, whether on hand, in transit or on order, whether or not any of the foregoing are reflected or required under GAAP to be reflected on the financial statements of the Person owning same.

“Law” shall mean all applicable provisions, requirements or principles of all constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes, policies, directives, guidelines, standards or Orders of any Governmental Body.

“Liability” shall mean any direct or indirect liability, obligation, claim, deficiency, guarantee or commitment of any kind or nature, whether known or unknown, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, due or to become due.

“Lien” shall mean any lien, mortgage, pledge, hypothecation, right of others, claim, security interest, encumbrance, lease, sublease, license pertaining to Leased Real Property, occupancy agreement, adverse claim or interest, easement, servitude, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, right of first refusal, right of first option, charge or other restrictions or limitations of any nature whatsoever.

**ARTICLE II
PURCHASE AND SALE; CLOSING**

SECTION 2.1 Purchase and Sale of the Acquired Assets and the International Securities.

(a) On the terms and subject to the conditions of this Agreement at the Closing, but effective as of the Effective Time:

(i) each Asset Seller owning Acquired Assets located in France or existing exclusively under French law (the "French Assets") shall sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to the French Asset Buyer, all right, title and interest in and to the French Assets in all cases free and clear of any Liens (other than Permitted Liens), and shall assign, transfer and deliver to the French Asset Buyer the Assumed Liabilities exclusively related to the French Assets or arising under French Law solely from the conduct of the Business in France;

(ii) each Asset Seller shall sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer, all right, title and interest in and to the other Acquired Assets not described in subsection (i) above, in all cases free and clear of any Liens (other than Permitted Liens), and shall assign, transfer and deliver to Buyer the other Assumed Liabilities not described in subsection (i);

(iii) the International Sellers shall sell, convey, assign, transfer and deliver the International Securities to Buyer, free and clear of any Liens; and

(iv) the French Asset Buyer shall purchase, acquire and accept the French Assets, and Buyer shall purchase, acquire and accept the other Acquired Assets and the International Securities, in exchange for:

(1) an aggregate of U.S. (the "Purchase Price"), payable by Buyer on behalf of itself and the French Asset Buyer as set forth in **Section 2.7(a)** and subject to adjustment as provided below, and

(2) the assumption by Buyer or the French Asset Buyer of the Assumed Liabilities in accordance with subsections (i) and (ii) above.

(b) The Sellers and the Shareholders acknowledge and agree that all of the Companies are affiliated and currently controlled by various Shareholders as set forth in Section 4.3 of the C&D Disclosure Schedule, and that they have jointly offered and agreed to sell the Business to the Buyer Parties as a whole, on the terms and subject to the conditions hereof, for the aggregate consideration to be paid by the Buyer Parties hereunder, and the Buyer Parties' ability to purchase the Business as a whole in a single transaction constituted a material inducement to the Buyer Parties to enter into this Agreement and to proceed with the Contemplated Transactions. The Sellers and the Shareholders further acknowledge and agree that, pursuant to pre-existing agreements and arrangements among them, they have mutually agreed among themselves with respect to the allocation among themselves of the aggregate consideration to be paid by the Buyer Parties, and to contribution agreements and other arrangements among themselves with respect to the ultimate allocation of responsibility among themselves for any and all Liabilities to the Buyer Parties of them or of some of them hereunder and under the Ancillary Agreements, in each case as they have each deemed appropriate and for adequate consideration, and that the Buyer Parties are not party to any such internal agreements and arrangements. Accordingly, upon delivery of the aggregate Purchase Price by the Buyer Parties in accordance with **Section 2.7(a)**, the Buyer Parties' obligation to pay any and all amounts of the Purchase Price to the Sellers or any of them shall be deemed satisfied and discharged. Any subsequent payment or performance hereunder or under any Ancillary Agreement by or on behalf of the Buyer Parties or the Escrow Agent in accordance with the terms and conditions hereof or thereof or made to, or

as directed by the C&D Representative, shall be deemed payment or performance to or in favor of any and all Sellers and Shareholders who may be entitled to such payment or performance, in whole or in part. Under no circumstances shall any Buyer Party be liable to any Seller, Shareholder or other Person for any action, omission or delay of the C&D Representative or any other recipient pursuant to **Section 2.7(a)** below in dealing with or distributing any payment of any portion of the Purchase Price or of any other payment or performance made by or on behalf of any Buyer Party in accordance herewith or any Ancillary Agreement, to or as directed by the C&D Representative. Nothing contained in **Section 2.9** providing for allocation of the Purchase Price and Assumed Liabilities hereunder in accordance with the Seller Distribution Schedule, or in any other Section hereof or in any Ancillary Agreement providing for payment or performance to or from the Sellers, Shareholders, or any of them in accordance with the Seller Distribution Schedule or the Shareholder Percentage Schedule, shall be deemed to limit the foregoing.

(c) Subject to the terms and conditions hereof, each of the Sellers and Buyer (or the respective Buyer Designees) shall enter into and, if and to the extent required, file with the appropriate Governmental Bodies, such agreements or instruments (the “International Acquisition Agreements”) providing for the sale, transfer, assignment, delivery or other direct or indirect conveyance of the International Securities or of any Acquired Assets located outside the United States that, in Buyer’s reasonable opinion, must be or reasonably should be documented separately from this Agreement pursuant to requirements of applicable Laws in the jurisdiction where located (“Local Laws”), including with respect to those Acquired Assets located in France, an *Acte de cession de fonds de commerce*. The forms of such International Acquisition Agreements shall be negotiated in good faith between the C&D Representative and Buyer. Notwithstanding any provision of this Agreement to the contrary, the parties agree that each International Acquisition Agreement shall only contain the provisions required by applicable Local Laws or as are otherwise reasonably appropriate to permit enforcement of the parties’ respective rights and obligations hereunder or otherwise reasonable in giving effect to the Contemplated Transactions in or with respect to any relevant jurisdiction. To the extent that the provisions of any International Acquisition Agreement are inconsistent with the provisions of this Agreement, (i) the provisions of this Agreement shall prevail and the inconsistent provisions of the International Acquisition Agreement shall be given effect only to the extent required to comply with applicable Local Laws, and (ii) the parties shall nonetheless to the maximum extent permitted by Law comply with the applicable provisions of this Agreement as though they were bound by such provisions of this Agreement instead of the applicable provisions of the relevant International Acquisition Agreement, and if not permitted by applicable Law to comply with this Agreement strictly in accordance with its terms, such parties shall implement such arrangements as may be necessary to afford to each such party as nearly as practicable the benefits and burdens such party would have enjoyed and been subject to had the parties been permitted to comply with this Agreement strictly in accordance with its terms.

SECTION 2.2 Acquired Assets and Excluded Assets.

(a) The term “Acquired Assets” shall mean all of the business, properties, assets, goodwill and rights of the Asset Sellers, of whatever kind and nature, real, personal or mixed, tangible or intangible, wherever located, whether or not reflected on the books of the Asset Sellers, other than the Excluded Assets, including:

- (i) all cash, cash equivalents, marketable and non-marketable securities and bank accounts;
- (ii) all PP&E (including any PP&E purchased subject to any conditional sales or title retention agreement in favor of any other Person);
- (iii) all Inventory;

(iv) all right, title and interest of the Asset Sellers under all Business Contracts (including those operating leases on Section 5.8 of the C&D Disclosure Schedule);

(v) all right, title and interest relating to credits, prepaid expenses, deferred charges, advance payments, security deposits (including security deposits under any Real Property Lease) and other prepaid items;

(vi) all Accounts Receivable and notes receivable and all notes, bonds and other evidences of Indebtedness of, and rights to receive payments from, any Person (including from any Employee who is not a Shareholder) in favor of any Asset Seller;

(vii) all Intellectual Property and rights thereunder or in respect thereof (together with all Intellectual Property rights included in the other clauses of this **Section 2.2(a)**, the "Intellectual Property Assets");

(viii) all Records, except as provided in **Section 2.2(b)(iii)**, and subject, in the case of personnel records, to applicable privacy Laws;

(ix) all Governmental Authorizations, including all pending applications therefor or renewals thereof, in each case to the extent their transfer is permitted by Law;

(x) all of the Asset Sellers' right, title and interest as tenants under the Third Party Leases, and associated tenant Improvements, including rights in any security or other deposits related thereto, and rights under related lessee policies of title insurance, if any;

(xi) all of the Asset Sellers' right, title and interest in any tenant Improvements at the real property subject to the New Related Person Leases, including rights in any security or other deposits related thereto, and rights under any related lessee policies of title insurance;

(xii) all insurance benefits, including all rights, claims and proceeds, actions and causes of action under any all-risk insurance policy or settlement with insurers, that provide coverage with respect to the Acquired Assets or the Assumed Liabilities;

(xiii) all of the assets, rights and properties reflected in the Reference Balance Sheet (other than any thereof that have been disposed of since December 31, 2004 in the Ordinary Course of Business and other than those that are shown under the column titled "Eliminations" on **Exhibit E**);

(xiv) all rights to causes of action, lawsuits, judgments, claims and demands of any nature, whether choate or inchoate, known or unknown, contingent or non-contingent, with respect to the Business or the ownership, use, function or value of any other Asset, whether arising by way of counterclaim or otherwise; and

(xv) in accordance with Article L.122-12 of the French Labor Code, Contracts with all current employees of C&D in France as of the Closing Date (the "French Employment Contracts").

(b) The term "Excluded Assets" shall mean the following properties, assets and rights:

(i) any interest in the outstanding Securities of any Asset Seller;

(ii) the Mexican Real Property;

(iii) (x) litigation files and any other Records to the extent such Records are (A) required to be maintained by any Asset Seller pursuant to applicable Law, (B) related exclusively to any Excluded Assets or Excluded Liability, (C) prepared or created in connection with the negotiation of this Agreement or the consummation of the Contemplated Transactions, or (D) prepared or created after the Effective Time by any Asset Seller, and (y) minute books, stock records and company seals of each Asset Seller;

Taxes on the books of such International Company are adequate (determined in accordance with GAAP) and are at least equal to International Company's Liability for Taxes. There exists no proposed tax assessment or deficiency against either International Company, except as disclosed in Section 5.20(a) of the C&D Disclosure Schedule.

(b) All Taxes that the Companies are or were required by Law to withhold, deduct or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, partner or other person with respect to the Business ("Withholding Taxes") have been duly withheld, deducted and collected and, to the extent required, have been timely paid to the proper Governmental Body or other Person. Except as set forth on Section 5.20(b) of the C&D Disclosure Schedule, (i) there are no Contracts extending, or having the effect of extending, the period of assessment or collection of any Withholding Taxes, and no power of attorney with respect to any such Taxes, has been filed with the IRS or any other Governmental Body, (ii) there are no Withholding Taxes asserted in writing by any Governmental Body to be due, (iii) no issue has been raised in writing by any Governmental Body in the course of any audit with respect to Withholding Taxes and (iv) no Withholding Taxes are currently under audit by any Governmental Body.

(c) Except as set forth on Section 5.20(c) of the C&D Disclosure Schedule, (i) each of the Asset Sellers has (or by the Closing will have) duly and timely filed all Tax Returns related to the Business with respect to Taxes (other than Withholding Taxes) required to be filed on or before the Closing Date, except for such failures to file that have not had or resulted in, and will not have or result in, a Material Adverse Effect, (ii) all Taxes (other than Withholding Taxes) due by or prior to the Closing Date with respect to any Asset Seller or the Business have (or by the Closing Date will have) been paid, except for such failures to pay that have not had or resulted in, and will not have or result in, a Material Adverse Effect, (iii) no claim has ever been made or is expected to be made by a Governmental Body in a jurisdiction where any of the Companies does not file Tax Returns that it is or may be subject to taxation by that jurisdiction, and (iv) there are no Liens on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and no C&D Party has knowledge of any basis for assertion of any claims attributable to Taxes which, if adversely determined would result in any such Lien.

(d) Except as set forth on Section 5.20(d) of the C&D Disclosure Schedule, Buyer will not be required to deduct and withhold any amount pursuant to Section 1445(a) of the Code or other provision of U.S. federal, state or local or non-U.S. Law as a result of any of the Contemplated Transactions effected pursuant to this Agreement, the International Acquisition Agreements and the Ancillary Agreements (including any transferor's unsatisfied withholding liability as defined in Section 1445 of the Code).

(e) The Brazil Sellers shall be subject to Brazilian withholding tax upon the transfer of the Quotas pursuant hereto in an amount not to exceed the amount set forth on Section 5.20(e) of the C&D Disclosure Schedule.

(f) Each Asset Seller (other than Aerocell and Syair) is an S corporation as defined in Code Section 1361 and each Asset Seller (including any of its qualified subsidiaries, as defined in Code Section 1361(b)(3)(B)) is not and has not been subject to either the built-in-gains tax under Code Section 1374 or the passive income tax under Code Section 1375.

(g) C&D is registered under Subdivision d of Division V of Part IX of the ETA and has been assigned GST Number 89724-5635, QST Number 1018920090 and provincial NEQ Number 1145677978. C&D is a non-resident of Canada for purposes of the Income Tax Act (Canada). C&D is the sole seller of each asset, property or right under this Agreement that is "taxable Canadian property" within the meaning of the Income Tax Act (Canada). Pursuant to this Agreement, Buyer is acquiring ownership, possession or use of all or substantially all of the property that can reasonably be regarded as

constitute Buyer as their true and lawful attorney-in-fact, with full power of substitution, with full right and authority to endorse without recourse the name of any Asset Seller on any check or any other evidences of indebtedness received by Buyer with respect to any Account Receivable or other monies owing on account of the Business to the extent included in the Assets; such appointment being coupled with an interest, it shall be irrevocable. Without limiting any other provision hereof, the Asset Sellers will, at Buyer's request, promptly execute and delivery any additional powers of attorney in appropriate form as may be reasonably necessary to give effect to the foregoing sentence in any jurisdiction.

SECTION 7.9 Expenses. Except as otherwise provided by this Agreement, regardless of whether the Contemplated Transactions are consummated, all Expenses incurred in connection with this Agreement, the Ancillary Agreements and the Contemplated Transactions shall be paid by the party incurring such costs and expenses.

SECTION 7.10 Publicity.

(a) None of the C&D Parties nor Buyer shall, and the C&D Parties and Buyer shall each cause their respective Affiliates not to, issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other party hereto (which for this purpose shall be the C&D Representative or Buyer, as applicable), which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Buyer or C&D Representative, as applicable, disclosure is otherwise required by Law; provided that, even in such circumstances, the party intending to make such release shall use commercially reasonable efforts consistent with such Law to consult with the other party with respect to the text thereof. The C&D Parties acknowledges that Buyer intends to issue a press release and make other public announcements upon the execution of this Agreement; provided, however, that the content of any such press release and public announcement is subject to and in compliance with this clause (a).

(b) Each of Buyer and the C&D Parties agrees that the terms of this Agreement or the Contemplated Transactions shall not be disclosed or otherwise made available to the public and that copies of this Agreement shall not be publicly filed or otherwise made available to the public, except where such disclosure, availability or filing is required by Law or applicable stock exchange rule, and only to the extent required by such Law or stock exchange rule.

(c) As soon as reasonably practicable following the execution and delivery of this Agreement, Buyer and C&D shall arrange for representatives of their respective senior management to jointly contact by phone or in person appropriate representatives of the major customers of the Business to inform them of the Contemplated Transactions, and to discuss the proposed transfer of the Business to Buyer.

SECTION 7.11 International Acquisition Agreements; International Closings. Subject to the terms and conditions hereof and of the respective International Acquisition Agreements, the C&D Parties shall, and shall cause the International Companies to, and Buyer shall, perform all of its agreements and obligations under, and use their respective commercially reasonable efforts to consummate the transactions contemplated by, each International Acquisition Agreement to which it is now or hereafter a party, in each case by the Closing Date. It is the intention of the parties to this Agreement, notwithstanding the provisions of any International Acquisition Agreement, that no purchase and sale contemplated by any International Acquisition Agreement shall be consummated earlier than simultaneously with the Closing pursuant to this Agreement. Accordingly, each of the parties hereto will take such action as may be necessary to ensure that no closing under any International Acquisition Agreement occurs prior to the Closing hereunder.

Plan, as in effect on the Closing Date. Except to the extent Buyer is required under COBRA to make continuation coverage available to M&A qualified beneficiaries of the Asset Sellers after the Closing Date, from and after the Closing Date, the Asset Sellers shall be and remain solely responsible for any and all Benefit Liabilities relating to or arising in connection with the requirements of COBRA to provide continuation of health care coverage under any Plan in respect of Employees of the Asset Sellers other than the Transferred Employees and their covered dependents.

SECTION 8.3 Workers Compensation. From and after the Closing Date, the Asset Sellers shall be and remain solely responsible for and satisfy and discharge when due any and all Benefit Liabilities to or in respect of any Employee relating to or arising in connection with any and all claims for workers' compensation benefits to the extent arising in connection with any occupational injury occurring, or disease existing, at or prior to the Effective Time, consistent with applicable workers' compensation insurance Laws.

SECTION 8.4 Employment Taxes. Pursuant to the "Alternative Procedure" provided in Section 5 of Revenue Procedure 2004-53, and subject to the following sentence, (i) the Asset Sellers and Buyer shall report on a predecessor/successor basis as set forth therein, (ii) the Asset Sellers shall be relieved from filing a Form W-2 with respect to any Transferred Employee, and (iii) Buyer shall file (or cause to be filed) a Form W-2 for each Transferred Employee for the year that includes the Closing Date (including the portion of such year that such Transferred Employee was employed by any Asset Seller). The Asset Sellers shall provide Buyer on a timely basis with all payroll and employment-related information with respect to each Transferred Employee, subject to such Transferred Employee providing written consent for the transfer of information.

SECTION 8.5 Treatment of International Plans and Employees.

(a) **French Employees.** In accordance with and as required by Article L.122-12 of the French Labor Code, as of the Closing Date, subject to the grant of authorization of transfer of employees, if relevant, the French Employment Contracts shall continue with Buyer and Buyer shall assume, in accordance with and to the extent required by Article L.132-8 of the French Labor Code, if applicable, the Asset Sellers' obligations under any compulsory and non-compulsory Plan, including paid vacations, that is maintained, sponsored or contributed to by C&D for any French Employees, in respect of periods commencing after the Closing Date. It is expressly understood between the Asset Sellers and Buyer that, without limiting any representation or warranty of the C&D Parties contained herein, subject to pro-ration and subject to the provisions of **Section 5.19(f)**, (i) after the Closing Date, Buyer shall bear all the consequences of whatsoever nature which may arise from the breach of French Employment Contracts of, and/or from the payment of all sums and costs due to, any French Employee of the Asset Sellers, which first arise out of events or actions occurring after the Closing Date or are due after Closing Date, and (ii), subject to pro-ration, Buyer shall bear all the consequences of whatsoever nature which may arise from the termination of the employment of any French Employee of the Asset Sellers after the Closing (whether by way of redundancy or otherwise).

ARTICLE IX

CERTAIN TAX MATTERS

SECTION 9.1 Tax Returns.

(a) Except as otherwise provided in this Agreement, the C&D Parties shall timely prepare and file (or cause to be filed) when due (taking into account extensions) all Tax Returns that are required to be filed on or before the Closing Date by or with respect to the Acquired Assets and the International Companies for taxable years or periods ending on or before the Closing Date. Except as otherwise provided in this Agreement, the C&D Parties shall timely prepare, or cause to be timely prepared, any such Tax Returns relating to the International Companies due after the Closing Date (taking into account

SECTION 9.4 Refunds.

(a) Any Tax refund (including any interest in respect thereof) received by Buyer, any of its Affiliates or the International Companies, and any amounts credited against Tax to which Buyer, any of its Affiliates or the International Companies becomes entitled (including by way of any amended Tax Returns or any carryback filing), that relate to any taxable period, or portion thereof, relating to the International Companies for which the C&D Parties are liable pursuant to **Section 9.2**, except to the extent that such refund or credit against Tax relates to Taxes for which the liability is assumed by Buyer, shall be for the account of the C&D Parties, and Buyer shall pay over to the C&D Representative any such refund or the amount of any such credit within ten days after receipt of such credit or entitlement thereto. Buyer shall pay the Asset Sellers interest at the rate prescribed under Section 6621(a) (1) of the Code, compounded daily, on any amount not paid when due under this **Section 9.4**.

(b) Any Tax refund (including any interest in respect thereof) received by the C&D Parties or any of their Affiliates, and any amounts credited against Tax to which the C&D Parties or any of their Affiliates becomes entitled (including by way of any amended Tax Returns or any carryback filing), that relate to any taxable period, or portion thereof, relating to the International Companies for which Buyer is liable pursuant to **Section 9.2**, or that relate to any Tax for which the liability is assumed by Buyer shall be for the account of Buyer, and the C&D Representative shall pay over to Buyer any such refund or the amount of any such credit within ten days after receipt of such credit or entitlement thereto. The Asset Sellers shall pay Buyer interest at the rate prescribed under Section 6621(a)(1) of the Code, compounded daily, on any amount not paid when due under this **Section 9.4**.

(c) Each of the C&D Parties and Buyer shall cooperate, and cause each of its Affiliates to cooperate, in obtaining any Tax refund that the other party reasonably believes should be available, including through filing appropriate forms with the applicable Tax authority.

SECTION 9.5 Tax Indemnification.

(a) Notwithstanding any other provision of this Agreement or any Ancillary Agreement, each of the C&D Parties will jointly and severally indemnify, defend and hold harmless Buyer, the International Companies, Buyer's other Affiliates and their respective directors, officers, employees, agents and representatives (including any predecessor or successor to any of the foregoing) from and against any and all Losses relating to, resulting from or arising out of (i) Taxes levied or imposed upon, or in connection with, the Assets or the Business with respect to any taxable period or portion thereof ending on or before the Closing Date, (ii) Taxes imposed on or payable by the Asset Sellers, any Affiliate of the C&D Parties or the International Companies with respect to any taxable period or portion thereof ending on or before the Closing Date (or for the portion of any Straddle Period ending on the Closing Date (determined as provided in **Section 9.3**), (iii) Taxes for which the C&D Parties are responsible for pursuant to **Section 9.9**, (iv) Taxes (other than Transfer Taxes) imposed on or payable by the International Sellers in connection with the sale and transfer of the International Securities (including any Brazilian or Mexican withholding or income tax on capital gains), or the transfer of any Excluded Assets or Excluded Liabilities pursuant to **Section 7.5(c)**, (v) Taxes (other than Transfer Taxes) imposed on or payable by the Asset Sellers or Shareholders in connection with the sale and transfer of the Acquired Assets and Assumed Liabilities, (v) any breach or inaccuracy of any representation or warranty with respect to Taxes when made or deemed made by any C&D Party herein or in any other Transaction Agreement or in any certificate delivered by any of such Persons pursuant to this Agreement or any other Transaction Agreement, (vi) any Excluded Liabilities for or relating to Taxes, and (vii) any Liability for failure to withhold any portion of the Purchase Price paid to or for the account of the Sellers pursuant to **Section 2.7**.

(b) Notwithstanding any other provision of this Agreement or any Ancillary Agreement, Buyer will indemnify and hold harmless the Asset Sellers and their respective directors, officers,

allocated between Buyer and the Asset Seller pursuant to this **Section 9.9** shall be reduced by the amount of the reduction or credit received or receivable by Buyer as a result of such payment (with no corresponding reduction in Buyer's obligations hereunder). Buyer shall prepare all Tax Returns required to be filed in respect of Transfer Taxes (including all notices required to be given with respect to bulk sales taxes). Buyer shall, no later than 10 days prior to the due date for the filing of any such Tax Return (including extensions for filing), provide the C&D Representative with copies of such Tax Returns for the C&D Representative's review, consent and approval, and, where necessary, for execution by a C&D Party. Any disagreement regarding the allocation of any amount of the Purchase Price to any Assets covered by any such Tax Return shall be resolved in accordance with **Section 2.9**. Buyer will file such approved Tax Returns and other documentation with respect to all such Transfer Taxes and remit the Taxes shown thereon, provided that on Buyer's request, the C&D Parties shall provide their allocable share of such Taxes to Buyer prior to the due date for remittance. The C&D Parties shall assist Buyer in preparing, executing and filing such Tax Returns, and Buyer and the Asset Sellers and Shareholders shall cooperate in providing or obtaining any certification reasonably necessary to exempt or reduce the amount of transfer Taxes or other Taxes payable by either Buyer or the Asset Sellers and Shareholders relating to the purchase and sale of the Acquired Assets and International Securities. At or before the Closing, Buyer and C&D shall jointly make the election provided for in paragraph 167(1)(b) of the *Excise Tax Act (Canada)* (the "ETA") to have subsection 167(1.1) of the ETA apply to the sale and purchase of the Acquired Assets that would otherwise be subject to Tax under the ETA. At or before the Closing, Buyer and C&D shall also make the election provided for under the *Act Respecting Quebec Sales Tax* (the "QSTA") to have section 75.1 of the QSTA apply to the sale and purchase of the Acquired Assets that would otherwise be subject to the Tax under the QSTA. Buyer will file such elections with the appropriate Governmental Authorities within the times prescribed by the ETA and QSTA, respectively.

Section 9.10 Limitation. Notwithstanding any of the provisions of this **Article IX**, for purposes of this **Article IX**, the term "with or in respect to the Acquired Assets" applies only to Taxes imposed on the assets and not based on income or receipts. For purposes of clarity, it is expressly understood that there is no Straddle Period with respect to Taxes based on income or receipts of the Asset Sellers.

ARTICLE X

CLOSING CONDITIONS

SECTION 10.1 Conditions to Each Party's Obligations to Effect the Transactions Contemplated Hereby. The respective obligations of each party to effect the Contemplated Transactions at the Closing shall be subject to the fulfillment at or prior to the Closing of the following conditions:

(a) to the extent required by applicable Law, each of the Asset Sellers, Buyer and any other Person (as defined in the HSR Act) required in connection with the Contemplated Transactions to file a Notification and Report Form for Certain Mergers and Acquisitions pursuant to the HSR Act or the pre-acquisition filings required pursuant to the Antitrust Laws of Brazil and Germany shall have made such filings and all applicable waiting periods with respect to each such filing (including any extensions thereof) shall have expired or been terminated or any Governmental Authorization required under any such laws shall have been obtained and shall remain in full force and effect; and

(b) no Law or Order shall have been enacted, entered, promulgated or enforced by any Governmental Body which prohibits the consummation of the Contemplated Transactions substantially on the terms contemplated hereby or that has the effect of making the acquisition or operation of the Business, the Assets or the International Securities by Buyer or any of its Affiliates illegal.

IN WITNESS WHEREOF, each party that is not a natural Person has caused this Agreement to be signed by its duly authorized representative and each party that is a natural Person has signed this Agreement, in each case, as of the date first above written.

BUYER:

Zodiac S.A.

By: 

Name: JEAN LOUIS GERONDEAU

Title: PRESIDENT DU DIRECTOIRE/CEO

FRENCH ASSET BUYER:

Cabine FR Acquisition Co.

By: 

Name: MAURICE PINAULT

Title: ZODIAC REPRESENTATIVE

THE ASSET SELLERS:

C & D Aerospace, Inc.

By: _____

Name: _____

Title: _____

Aerocell Corporation

By: _____

Name: _____

Title: _____

Aerodesign Products, Inc.

By: _____

Name: _____

Title: _____

Flight Line Industries, Inc.

By: _____
Name: James E. Downey
Title: President

4 Flight Ind.

By: _____
Name: Joseph W. Moran
Title: President

Northwest Composites, Inc.

By: _____
Name: Joseph W. Moran
Title: President

Plasthec Molding, Inc.

By: _____
Name: Hector Carrion
Title: President

Syair Designs, LLC

By: _____
Name: John Hargreaves
Title: Chief Executive Officer

C&D BRAZIL:

C&D Brasil Ltda.

By: _____
Name: James E. Downey
Title: Chief Executive Officer