

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3160078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SELLNER GMBH	01/31/2012
RECEIVING PARTY DATA	
Name:	NBHX TRIM GMBH
Street Address:	GUTENBERGSTRASSE 30
City:	HEILSBRONN
State/Country:	GERMANY
Postal Code:	91560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13504779
CORRESPONDENCE DATA	
Fax Number:	(312)977-9959
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	50243/G662
NAME OF SUBMITTER:	THOMAS A. MILLER
SIGNATURE:	/Thomas A. Miller/
DATE SIGNED:	12/23/2014
Total Attachments: 21	
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PROJECT ATLAS
CLOSING MEMORANDUM SELLNER GMBH

–31 January 2012 –

1. **Joachim Exner**, with his registered office at Eichendorffstr. 1, 90491 Nürnberg, in his capacity as insolvency administrator over the assets of Sellner GmbH in Ins., Neuendettelsau, Germany

(the *Seller*),

and

2. **NBHX Trim GmbH**, formerly named NBHX Automotive Decorative Trims System GmbH, with its registered seat in Heilsbronn, registered with the commercial register of the local court of Ansbach under HRB 5310

(the *Purchaser*),

(Seller and Purchaser together the *Parties* and each individually a *Party*),

Preamble

The Parties entered into an Asset Sale and Purchase Agreement dated 9 November 2011 regarding the sale and transfer of the Sellner GmbH business (the *APA*).

Capitalized terms used in this Closing Memorandum shall, unless otherwise defined herein, have the same meaning as ascribed to them in the APA. References to sections and schedules are references to the sections and schedules in the APA, unless otherwise indicated herein.

The completion of the transactions set forth in the APA is subject to certain Closing Conditions listed in Section 8.1. Furthermore, the Parties have agreed to perform several Closing Actions pursuant to Section 8.3.

For the completion of the transactions contemplated by the APA the Parties met at the offices of CMS Hasche Sigle in Munich on 31 January 2012. This Closing Memorandum serves as the written and signed recording of the Closing and the respective actions taken and statements made by the Parties during the Closing.

1. Closing Date

In accordance with Section 8.2 (iv) the Parties hereby agree that the Closing takes place as of the date of this Closing Memorandum and that therefore the Closing Date shall be 31 January 2012.

2. Satisfaction of Closing Conditions

The Parties hereby irrevocably confirm that the Closing Conditions according to Section 8.1 have been fulfilled in accordance with the terms of the APA as follows:

2.1 Section 8.1.1 (Payment of Purchase Price)

The Purchaser has fully and unconditionally paid the Purchase Price in the amount of

payment confirmation, a copy of which is attached hereto as Annex 2.1.

2.2 Section 8.1.2 (Security Release)

All creditor banks holding security over the Transferred Assets and the assets of IPG to be acquired by the Purchaser in the IPG Transaction as completely listed in Schedule 8.1.2 have unconditionally, irrevocably and finally released their respective security rights with effect as of the Closing Date, subject only to receipt of the Purchase Price by the Seller. A copy of the security release letter is attached hereto as Annex 2.2.

2.3 Section 8.1.3 (Further approvals)

The creditors' committee (*Gläubigerausschuss*) and any other competent body the Seller is required to involve under German insolvency law has approved this transaction. The creditors' committee and or any other competent body the seller in the IPG Transaction is required to involve under German insolvency law has approved the IPG Transaction.

2.4 Section 8.1.4 (Lease Agreement Adorant)

The Purchaser and Adorant have entered into new lease agreements regarding the premises in Bechhofener Straße 1, 91564 Neuendettelsau and Gutenbergstraße 30, 91560 Heilsbronn, with respect to Sellner GmbH, and Gutenbergstraße 32, 91560 Heilsbronn with respect to IPG substantially on the terms and conditions as set forth in the term sheet as attached as Schedule 8.1.4.

2.5 Section 8.1.5 (Approval by Chinese Authorities)

Any competent body the Purchaser is required to involve under the laws of the Peoples Republic of China has approved the Transaction and the IPG Transaction.

2.6 Section 8.1.6 (BMW Trade Agreement)



3. Closing Actions

On the Closing Date the following closing actions took place:

3.1



3.2 Seller delivered to Purchaser the Tangible Transferred Assets in accordance with Section 4.2.

4. Confirmations

The Parties hereby irrevocably confirm that the following has occurred:

- 4.1 All conditions precedent set forth in Section 8.1 have been fulfilled and the Transferred Business has been transferred to the Purchaser.
- 4.2 None of the Parties executed their right to rescind from the APA pursuant to Section 8.4.
- 4.3 For the avoidance of doubt, if a Closing Condition has not been fulfilled and not been explicitly waived herein such condition shall be deemed to be waived.
- 4.4 For the avoidance of doubt, the occurrence of the Closing shall have no impact on other obligations set forth in the APA, in particular the Closing shall not limit the Parties' rights pursuant to Sections 7 (Employees), 9 (Further Obligations of the Parties), 10 (Liability) and 11 (continuation and completion of the insolvency proceedings) of the APA.

5. Occurrence of Closing

Therefore the Parties hereby confirm that the Closing occurred at 17:15 hours CET on 31 January 2012.

A handwritten signature in dark ink, appearing to be 'SC/10', is written over the text of the closing confirmation.

A handwritten signature in dark ink, appearing to be 'SC/10', is written in the bottom right corner of the page.

6. Post Closing Actions

Schedule 2.3.7. to the APA will be updated as of the Closing Date (the *Updated Schedule 2.3.7.*) The Parties hereby agree that

- 6.1 The projects "T5" and "AU573 Holz" which are listed in Schedule 2.3.7. to the APA, will be deleted from the Updated Schedule 2.3.7. as of the Closing Date; and
- 6.2 Therefore, the Purchaser shall not assume the aforementioned projects.

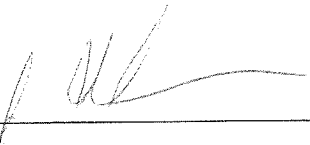
7. Miscellaneous

Section 13.1 (Governing Law), Section 13.2 (Jurisdiction), Section 13.6 (Entire Agreement), Section 13.7 (Amendments) and Section 13.10 (Severability) shall apply *mutatis mutandis* to this Closing Memorandum.

Munich, 31 January 2012

The Seller


represented by:



Alexander Ballmann
on the basis of a power of attorney

The Purchaser

represented by:



Stefan Clemens
Managing Director of NBHX Trim GmbH

Vollmacht

Rechtsanwalt Joachim Exner in seiner Eigenschaft als Insolvenzverwalter über das Vermögen der Sellner GmbH (der "Vollmachtgeber")

bevollmächtigt hiermit:

- Alexander Ballmann, geb. am 10.6.1970
- Dr. Tilman Weichert, geb. am 31.8.1976
- Dr. Frauke Bemberg, geb. am 20.5.1976,

alle geschäftsansässig Nymphenburger Str. 12, D-80335 München, Deutschland (zusammen die "Bevollmächtigten", jeder der drei genannten ein "**Bevollmächtigter**"), ihn im Zusammenhang mit dem Verkauf und der Übertragung der Vermögensgegenstände der Sellner GmbH (der "**Transaktion**") umfassend zu vertreten und im Namen und mit Rechtswirksamkeit für der Vollmachtgeber rechtsgeschäftliche Erklärungen aller Art abzugeben und entgegenzunehmen.

Die Bevollmächtigten sind insbesondere (und ohne dass die folgende Liste von Beispielen abschließend wäre) zur Abgabe und Entgegennahme folgender Erklärungen berechtigt:

- Ausführung sämtlicher Closing-Handlungen wie im *Asset Sale and Purchase Agreement regarding the assets of Sellner GmbH* zwischen Joachim Exner als Insolvenzverwalter der Sellner GmbH und NBHX Automotive Decorative Trims System GmbH vom 9.11.2011 ("**SPA**") vorgesehen, insbesondere Unterzeichnung des Closing Memorandums im Namen des Vollmachtgebers

Power of Attorney

(translation for information purposes only)

Attorney Joachim Exner in his capacity as insolvency administrator over the assets of Sellner GmbH (the "Grantor")

Hereby grants power of attorney to:

- Alexander Ballmann, geb. am 10.6.1970
- Dr. Tilman Weichert, geb. am 31.8.1976
- Dr. Frauke Bemberg, geb. am 20.5.1976,

All with business address in Nymphenburger Str. 12, D-80335 München, Germany (together the "**Agents**", each a "**Agent**") to act as agent and to issue and receive, in relation to the sale and transfer of the assets of Sellner GmbH ("**Transaction**"), in a comprehensive manner, at his discretion legal declarations of all kind in the name and for the account of the Grantor.

In particular, the Agents are authorised to issue and receive (without considering the following list of examples as conclusive) the following declarations:

- Execution of all Closing Events as defined in the *Asset Sale and Purchase Agreement regarding the assets of Sellner GmbH* dated 9.11.2011 between Joachim Exner as insolvency administrator over the assets of Sellner GmbH and NBHX Automotive Decorative Trim System GmbH ("**SPA**"); in particular signing of the Closing Memorandum on behalf of the Grantor

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- Unterzeichnung von Erklärungen zur Freigabe von Sicherheiten der Landesbank Baden-Württemberg als Konsortialführerin im Zusammenhang mit einem Konsortialkreditvertrag vom 28.8.2009 im Namen des Vollmachtgebers
- Abgabe von Erklärungen, insbesondere Kündigungserklärungen im Namen des Vollmachtgebers gegenüber der Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG sowie Aushandlung und Unterzeichnung jeglicher Verträge und Dokumente mit Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG im Zusammenhang mit dem Immobilienleasing-Vertrag über den Grundbesitz mit der Adresse Gutenbergstr. 32, 91560 Heilsbronn vom 29.8.2009 und dem Immobilienleasing-Vertrag über den Grundbesitz mit der Adresse Bechhofener Str. 1, 91564 Neuendettelsau vom 29.8.2009 einschließlich von Verträgen und Erklärungen zu deren Abwicklung und Beendigung sowie Verträgen und Erklärungen gegenüber NBHX Trims GmbH und/oder Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG im Zusammenhang mit den fraglichen Grundstücken
- Aushandlung und Unterzeichnung jeglicher Verträge, Dokumente, Bescheinigungen, Erklärungen, Anhänge, Anlagen und jeglicher bindender Medien, einschließlich der Änderung, Erweiterung, Einschränkung, des Neuabschlusses, der Ergänzung, Aussetzung oder Beendigung einiger oder aller Verträge einschließlich von Änderungen des SPA oder von Nachträgen zum SPA, Dokumente, Bescheinigungen, Erklärungen, Anhänge, Anlagen und jeglicher bindender Medien der Transaktion; und
- alle Rechtsgeschäfte, die mit den vorbezeichneten Rechtsgeschäften und Erklärungen rechtlich oder wirtschaftlich zusammenhängen, Aufhebung und Änderung aller vorbezeichneten Rechtsgeschäfte und Erklärungen.
- Execution of declarations regarding the security release by Landesbank Baden-Württemberg as facility and security agent in connection with a loan agreement dated 28.8.2009 on behalf of the Grantor
- All legal actions and declarations, in particular termination notices on behalf of the Grantor vis-à-vis Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG as well as negotiation and execution of all agreements and documents with Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG in connection with the Real Property Lease Agreement regarding the property in Gutenbergstr. 32, 91560 Heilsbronn dated 29.8.2009 and the Real Property Lease Agreement regarding the property in Bechhofener Str. 1, 91564 Neuendettelsau dated 29.8.2009 including agreements and declarations to terminate and settle such real property lease agreements as well as agreements and declarations vis-à-vis NBHX Trims GmbH and/or Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG in connection with the respective real property
- negotiation and execution of all agreements, documents, certificates, declarations, annexes, schedules and any other binding instruments, including the amendment, extension, restriction, renewal, re-entering into, supplement, suspension or termination of any or all of the agreements including amendments to or supplements to the SPA, documents, certificates, declarations, annexes, schedules and any other binding instruments of the Transaction; and
- all legal actions that are connected legally or commercially with the above legal actions and declarations, termination or amendment of all of the above legal actions and declarations.

- Abgabe aller etwaig notwendigen Erklärungen gegenüber Behörden, Gerichten, einschließlich Handelsregistergerichten und sonstigen Dritten, die im Zusammenhang mit den vorgenannten Rechtshandlungen notwendig oder nach Ansicht der Bevollmächtigten zweckmäßig sind

Die Vollmacht umfasst auch die Vertretung in Angelegenheiten der vorbezeichneten Art, zu deren Durchführung der Vollmachtgeber von anderen Personen mit dem Recht zur Erteilung von Untervollmacht bevollmächtigt ist oder wird.

Von dieser Vollmacht kann ganz oder teilweise, einmal oder mehrfach Gebrauch gemacht werden. Die Vollmacht gilt auch gegenüber Gerichten, Behörden und bei Verwendung außerhalb der Bundesrepublik Deutschland. Ihr Bestand ist unabhängig vom Bestand des Grundverhältnisses. Im Zweifel ist die Vollmacht weit auszulegen. Sind oder werden einzelne Bestimmungen dieser Vollmacht unwirksam oder undurchsetzbar, bleiben die übrigen Bestimmungen wirksam und durchsetzbar.

Der Bevollmächtigte ist vom Verbot der Mehrfachvertretung sowie des Selbstkontrahierens befreit.

Untervollmacht kann erteilt werden.

Im Zweifelsfall soll diese Vollmacht möglichst weit ausgelegt werden, um den Zweck der Erteilung zu verwirklichen.

Die Bevollmächtigten sind, soweit gesetzlich zulässig, von jeder persönlichen Haftung befreit.

Der Vollmachtgeber verpflichtet sich, die Bevollmächtigten von allen Kosten, Ansprüchen und Auslagen und Haftungsansprüchen, soweit diese nicht auf Vorsatz oder grober Fahrlässigkeit beruhen, freizustellen, die den Bevollmächtigten im Zusammenhang mit irgendeiner Erklärung aufgrund dieser Vollmacht entste-

- all legal actions that are connected legally or commercially with the above legal actions and declarations, termination or amendment of all of the above legal actions and declarations.

The Power of Attorney also comprises the representation in matters of the above-described kind, where the Grantor itself has been authorised by virtue of a power of attorney with the authorisation to sub-delegate the authorisations therein.

This Power of Attorney can be exercised in whole or in part, once or several times. The Power of Attorney is also effective towards courts, authorities and when used outside of Germany. Its existence shall not be contingent upon the existence of the underlying contractual relationship. In case of doubt, the Power of Attorney shall be construed broadly. If one or more of the provisions of this Power of Attorney are or become ineffective or unenforceable, the other provisions of this Power of Attorney will remain effective and enforceable.

The Attorney shall be exempt from the restrictions regarding multiple representation and concluding agreements with himself.

Substitute power of attorney can be granted.

In case of doubt, this Power of Attorney shall be interpreted as widely as possible to achieve the purpose for which it was granted.

The Attorney is exempted, to the extent permitted by law, from any personal liability.

The Grantor undertakes to indemnify the Attorney against all costs, claims, expenses and liabilities incurred by him in connection with any declarations pursuant to this Power of Attorney, unless caused by his willful misconduct or gross negligence.

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hen.

Die Vollmacht ist jederzeit durch schriftliche Erklärung gegenüber den Bevollmächtigten widerruflich. Sie erlischt am 30. April 2012.

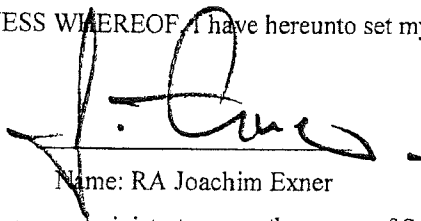
The Power of Attorney can be revoked at any time by way of written notice to the Attorney. It expires on 30. April 2012.

Diese Vollmacht sowie die Auslegung dieser Vollmacht unterliegen dem Recht der Bundesrepublik Deutschland. Die deutsche Fassung ist maßgeblich.

This Power of Attorney shall be governed by and construed in accordance with the laws of Federal Republic of Germany. The German version shall prevail.

München, 30. Januar 2012

IN WITNESS WHEREOF, I have hereunto set my name



Name: RA Joachim Exner

in his capacity as insolvency administrator over the assets of Sellner GmbH in Ins.

ASSET SALE AND PURCHASE AGREEMENT
REGARDING THE ASSETS OF SELLNER GMBH

between

JOACHIM EXNER IN HIS CAPACITY AS INSOLVENCY ADMINISTRATOR
OVER THE ASSETS OF SELLNER GMBH

as Seller

and

NBHX AUTOMOTIVE DECORATIVE TRIMS SYSTEM GMBH

as Purchaser

and

NINGBO HUAXIANG ELECTRONIC CO., LTD.

as Guarantor



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THIS ASSET SALE AND PURCHASE AGREEMENT (the "**Agreement**") is entered into as of 9 November 2011

BETWEEN:

- (1) **Joachim Exner**, with his registered office at Eichendorffstr. 1, 90491 Nürnberg, in his capacity as insolvency administrator over the assets of Sellner GmbH in Ins., Neuendettelsau, Germany

- hereinafter referred to as "**Seller**" -

- (2) **NBHX Automotive Decorative Trims System GmbH**, with its registered seat in Heilsbronn, registered with the commercial register of the local court of Ansbach under HRB 5310

- hereinafter referred to as "**Purchaser**" -

- (3) **Ningbo Huaxiang Electronic Co., Ltd.** (宁波华翔电子股份有限公司), a corporation under the laws of the People's Republic of China with registered office in Xiangxi Development Zone, Xizhou Town, Xiangshan County, Zhejiang Province, People's Republic of China

- hereinafter referred to as "**Guarantor**" -

The persons listed in no. (1) to (2) above are also referred to collectively as the "**Parties**" and each individually as a "**Party**".

PREAMBLE

- (A) Sellner GmbH in Ins. is a German limited liability company, with its registered office at Windsbacher Str. 40, 91564 Neuendettelsau, and registered in the commercial register of the local court Ansbach under HRB 729 (the "**Company**" or "**Sellner GmbH**").
- (B) The Company is a leading automobile supplier in the area of innovative surfaces for the interiors of premium vehicles in the wood and plastic segment ("**Sellner Business**"). The Company's product portfolio is developed, manufactured and delivered for and to renowned vehicle manufacturers, in particular BMW, Audi and Volkswagen.
- (C) On April 1, 2011, the local court of Ansbach has opened insolvency proceedings over the assets of Sellner GmbH and the Seller has been appointed as insolvency administrator (the "**Insolvency Administrator**"). A copy of the certificate of the commencement order (*Eröffnungsbeschluss*) is attached as **Schedule (C)**.



- (D) All shares in Sellner GmbH are held by Sellner Holding GmbH in Ins. ("**Sellner Holding**") which is also in insolvency, and the Company holds a 100% equity participation in the insolvent company IPG Industrieplast-GmbH ("**IPG**"), a German limited liability company, with its registered office at Windsbacher Str. 38, 91564 Neuendettelsau, Germany, and registered in the commercial register of the local court Stuttgart under HRB 333.
- (E) The Company conducts its business through its plants in Heilsbronn and Neuendettelsau. The premises on which the plants are situated are not owned by the Company but leased from Adorant Immobilienleasing GmbH & Co. Projekt Heilsbronn und Neuendettelsau KG with its registered seat in Eschborn, registered with the local court Frankfurt am Main under HRA 45697 ("**Adorant**"). The Company holds 94% of the limited partnership interest in this special purpose leasing company. The Purchaser intends to enter into new lease agreements with Adorant.
- (F) Following the opening of insolvency proceedings on 1 April 2011, the Seller entered into agreements with the major customers of Sellner GmbH, ensuring that the business of the Company can continue operating on the current level.
- (G) The Purchaser is a German limited liability company having its registered office in Heilsbronn and being registered in the commercial register of Ansbach, under HRB 5310.
- (H) The Purchaser wants to acquire the Sellner Business, consisting of assets and contracts of the Company as set forth herein. In addition, the Purchaser intends to acquire the business of Sellner GmbH's insolvent subsidiary IPG (the "**IPG Transaction**"), as well as the shares in the non-insolvent Sellner Corporation, a subsidiary of Sellner Holding (such companies hereinafter collectively referred to as "**Sellner Group**").
- (I) Subject to the terms and conditions of this Agreement, the Seller intends to sell and transfer and the Purchaser intends to purchase and acquire from the Seller (i) the operating assets of Sellner GmbH (to the extent owned by the Company), in particular consisting of and comprising the fixed assets, the inventory and intellectual property rights pertaining to the Sellner Business as well as (ii) the contracts attributable to the Sellner Business.
- (J) The Parties do not contemplate the sale and/or transfer to the Purchaser of any of the Company's liabilities unless specifically agreed otherwise in this Agreement.
- (K) In order to secure Sellner's production capability for customer products, the customers have acquired or will acquire, and lent to Sellner, after the insolvency filing certain assets which the Seller will sell and transfer on behalf of the customers to the Purchaser as set out in this Agreement.

- (L) Subject to the terms and conditions of this Agreement, the Guarantor undertakes to procure that the Purchaser will fulfil its payment obligations and undertakings under Section 3 of this Agreement.

THEREFORE IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless otherwise apparent, capitalised terms used in this Agreement shall have the meaning assigned to them in **Schedule 1.1**. The headings are included herein for ease of reference only and should not be used to interpret or construe the meaning of this Agreement.

1.2 References

A reference to any statute or statutory provision shall be construed as a reference to the same as it has been in force as of the signing of this Agreement ("**Signing**"), unless indicated otherwise.

1.3 Annexes, Exhibits and Schedules

Unless otherwise expressly provided herein, Annexes, Exhibits and Schedules attached to this Agreement and referred to herein form an integral part of this Agreement and any reference to this Agreement shall include such Annexes, Exhibits and Schedules.

1.4 German Terms

Where a German term has been added in parenthesis after an English term, only such German term shall be decisive for the interpretation of the relevant English term.

2. SALE AND PURCHASE

2.1 General Principle; Structure of Transaction

- 2.1.1 The Seller hereby undertakes to sell and transfer to the Purchaser, subject to and in accordance with the provisions of this Agreement, the Transferred Assets as further specified in Section 2.2 and the Transferred Contracts as specified in Section 2.3 (hereinafter collectively: the "**Transferred Business**"). The Purchaser hereby undertakes to purchase and acquire the Transferred Business subject to and in accordance with the provisions of this Agreement.



2.1.2 The structure of the transaction envisaged by this Agreement (hereinafter the "Transaction") shall be as generally described below and as set forth in more detail in the following Sections of this Agreement:

- a) The Transaction will be implemented as an asset deal.
- b) The Transferred Business will be sold and transferred to the Purchaser in accordance with the terms and conditions of this Agreement with economic effect as of the Closing Date as defined in Section 8.2.
- c) The asset deal will only comprise the assets explicitly identified and specified in the following Sections of this Agreement and their corresponding Schedules. Pursuant and subject to the terms and conditions of this Agreement, the Seller shall transfer the assets free of any third party rights and encumbrances.
- d) The contracts relating to the Sellner Business will only be transferred to the Purchaser to the extent that they are identified or listed in or pursuant to the following Sections of this Agreement and their corresponding Schedules. All contracts will be transferred so that all rights, claims and receivables, as well as liabilities and obligations arising from or under the Transferred Contracts, to the extent that they relate to Post Closing Periods (as defined below), shall be assumed by the Purchaser only with economic effect as from the Closing Date.
- e) Upon Closing of the Transaction, the employees of the Company – apart from employees objecting to the transfer of their employment relationship – will pass to the Purchaser automatically by operation of law.

2.1.3 The Purchaser is aware of the fact that the Seller has terminated a large number of the contracts and agreements to which Sellner GmbH was a party pursuant to Section 103 German Insolvency Act and that, without prejudice to Section 9.2, it remains solely in the Purchaser's responsibility to ensure that any and all agreements and contracts necessary to continue Sellner's Business after the Closing Date are in place.

2.2 Transferred Assets

Subject to the terms of this Agreement, the Seller hereby sells to the Purchaser who hereby accepts such sale, the Transferred Assets, consisting of the following assets:

2.2.1 All of the Company's tangible assets (*bewegliches Sachanlagevermögen*) within the meaning of Section 266 (2), A. II. 2. and 3. HGB as of the Closing Date, in particular the tangible assets as listed in Schedule 2.2.1, (here-

inafter collectively: the "**Transferred Fixed Assets**"), whereby it is mutually understood by the Parties that this list shall be updated in accordance with Section 2.6.

2.2.2 All of the Company's inventory (*Vorräte*) as of the Closing Date including

- a) raw materials and supplies (*Roh-, Hilfs- und Betriebsstoffe*) within the meaning of section 266 (2), B. I. 1. HGB, in particular as identified in **Schedule 2.2.2**;
- b) work in progress and unfinished goods and products (*unfertige Erzeugnisse, unfertige Leistungen*) within the meaning of section 266 (2), B. I. 2. HGB, in particular as identified in **Schedule 2.2.2**;
- c) finished goods and products (*fertige Erzeugnisse und Waren*) within the meaning of section 266 (2), B. I. 3. HGB, in particular as identified in **Schedule 2.2.2**;

(hereinafter collectively: the "**Transferred Inventory**"). The Parties shall update the lists in **Schedule 2.2.2** in accordance with Section 2.6. The Transferred Inventory shall only comprise inventory delivered to Seller on or prior to Closing and shall not comprise the Excluded Inventory (as defined below). Any open orders for inventory shall be transferred pursuant to Section 2.3.

2.2.3 All of the Company's intangible assets (*immaterielle Vermögensgegenstände*) within the meaning of section 266 (2), A. I. 1. to 3. HGB as of the Closing Date, including all intellectual property rights (e.g., patents, utility models and designs, trade names and trademarks), internet domains as well as all rights related to inventions, including without limitation the use of employee inventions, registrations of intellectual property rights as well as rights of, to and from intellectual property rights, especially rights of use under copyright law, and, to the extent transferrable, any copyrights of the Company and any other rights belonging to the Sellner Business as well as all business prospects and opportunities, in particular:

- a) the trademarks as listed in **Schedule 2.2.3a**) (hereinafter: "**Transferred Trademarks**"),
- b) the patents and/or patent applications (or interests therein) identified in **Schedule 2.2.3b**) (hereinafter: "**Transferred Patents**"),
- c) the rights to use the Company's name "Sellner GmbH",

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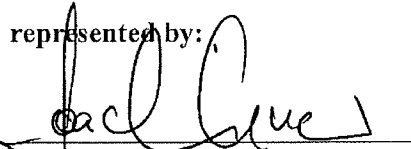
SIGNATURES

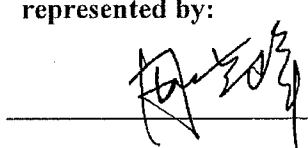
The Seller

Ningbo Huaxiang Electronic Co., Ltd.

represented by:


represented by:


Mr. Joachim Exner
in his capacity as Insolvency Administrator
over the assets of Sellner GmbH in Ins.


Mr. Xiaofeng Zhou
CEO

The Purchaser

represented by:


Name: Yu Dong
Title: Geschäftsführer

List of Schedules:

Schedule C	Copy of the Certificate of the Commencement Order (<i>Eröffnungsbeschluss</i>)
Schedule 1.1	Definitions
Schedule 2.2.1	Transferred Fixed Assets
Schedule 2.2.2	Transferred Inventory
Schedule 2.2.3a)	Transferred Trademarks
Schedule 2.2.3b)	Transferred Patents
Schedule 2.3.1	Transferred Leasing Contracts
Schedule 2.3.2	Transferred Rental Contracts
Schedule 2.3.3	Transferred Energy Supply, Energy Contracting and Network Access Agreements
Schedule 2.3.4	Transferred Insurance Contracts
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Schedule 2.6.4	Valuation Principles
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Schedule 3.3.5	Accountants
Schedule 6	Customer Assets
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Schedule 8.1.2	Security Release
Schedule 8.1.4	Term Sheet Lease Agreement
Schedule 11.4.1	Assigned and Blocked Company Codes

Number	Country	Patent Attorney	Internal Ref. Patent Attorney	Application Number	Application Date	Publication Number	Patent Title
	Germany	Staeger & Sperling Müllerstr. 3 80469 München	G 662 PA PE/yp	10 2009 052 535.1-21	11.11.2009		Beheizbares Leder (Innenraumverkleidung)
	PCT - time limit for nomination still open	Staeger & Sperling Müllerstr. 3 80469 München	G 662 PA PE/yp	11 2009 052 535.1-21	10.11.2010	PCT/EP2010/067242	
	Germany	Staeger & Sperling Müllerstr. 3 80469 München	F 582 -/vu	DE 102 42 887.5	16.09.2002	DE 102 42 887 A1	Laminieres Blendenelement
	AT, GB, CY, DE, EE, FI, GB, HU, IT, MC, PT, SE, SK, BE, CH/LI, CZ, DK, ES, FR, GR, IE, LU, NL, RO, SO, TR	Staeger & Sperling Müllerstr. 3 80469 München	F 770 SP/yp F 770 SP/PE	03 019 639.8	05.09.2003	EP 1 398 144 A3	
	Germany	Staeger & Sperling Müllerstr. 3 80469 München	F 583 -/tr	102 42 885 9-14	16.09.2002	DE 102 42 885 A1	Laminierstempel (Laminierstempel mit einem Laminiererelement aus elastischem

AT, GB, CY, DE, EE, FI, GB, HU, IT, MC, PT, SE, SK, BE, CH/LI, CZ, DK, ES, FR, GR, IE, LU, NL, RO, SO, TR	Staeger & Sperling Müllerstr. 3 80469 München	F 771 440	01.09.2006	05.04.2005	DE 10 2005 019 106 A1	Furniertes Formteil und Verfahren zu dessen Herstellung
Germany	Staeger & Sperling Müllerstr. 3 80469 München	G 042 PA - /tr	10 2005 019 106.1	25.04.2005	DE 10 2005 019 106 A1	Furniertes Formteil und Verfahren zu dessen Herstellung
AT, GB, CY, DE, EE, FI, GB, HU, IT, MC, PT, SE, SK, BE, CH/LI, CZ, DK, ES, FR, GR, IE, LU, NL, RO, SO, TR; AL, HR, YU, BA, MK	Staeger & Sperling Müllerstr. 3 80469 München	G 192 EP SP/su	06 008 432.4	24.04.2006	EP 1 716 993 B1	Furniertes Formteil und Verfahren zu dessen Herstellung
Germany	Rothkopf Patentanwälte Isartorplatz 5 80331 München	B00157	10 2007 011 586.7	08.03.2007	DE 10 2007 011 586 A1	Materialkombinatorik in Dekorleisten (Verfahren zum Herstellen eines Verbundbauteils)

Germany	Staeger & Sperling Müllerstr. 3 80469 München	F 568 A - 500	103 34 337 7	28.07.2003	DE 103 34 337 A1	System und Verfahren zum Gießen einer PU- Beschichtung
Germany	Staeger & Sperling Müllerstr. 3 80469 München	G 609 IPA		14.01.2009	10 2010 014 986.1 und 10 2010 013 896.7	Zierteil mit Lackfolie
PCT - time limit for nomination still open	Staeger & Sperling Müllerstr. 3 80469 München	G 609 PCT PE	PCT/EP2011/05 5113	01.04.2011		
Germany	Staeger & Sperling Müllerstr. 3 80469 München	G 566 PA - PE/yp	10 2009 004 985.-54	14.01.2009	DE 10 2009 004 985 A1	Verkleidungsteil mit Sensor
AT, GB, CY, DE, EE, FI, GB, HU, IT, MC, PT, SE, SK, BE, CH/LI, CZ, DK, ES, FR, GR, IE, LU, NL, RO, SO, TR, AL, HR, YU, BA, MK		G 566 EP PE/yp	09179514.6	16.12.2009	EP 2 208 645 A1	

Final Draft (12.07.2011)