

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4934473

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	CIBA CORPORATION	04/01/2010
RECEIVING PARTY DATA		
Name:	BASF PERFORMANCE PRODUCTS LLC	
Street Address:	540 WHITE PLAINS ROAD	
City:	TARRYTOWN	
State/Country:	NEW YORK	
Postal Code:	10591	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15590509	
CORRESPONDENCE DATA		
Fax Number:	(973)597-2400	
<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>		
Phone:	9735972500	
Email:	skopelevich@lowenstein.com	
Correspondent Name:	PATENT DOCKET ADMINISTRATOR	
Address Line 1:	LOWENSTEIN SANDLER LLP	
Address Line 2:	ONE LOWENSTEIN DRIVE	
Address Line 4:	ROSELAND, NEW JERSEY 07068	
ATTORNEY DOCKET NUMBER:	34417-17	
NAME OF SUBMITTER:	SOFIA KOPELEVICH	
SIGNATURE:	/Sofia Kopelevich/	
DATE SIGNED:	04/26/2018	
Total Attachments: 22		
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**CERTIFICATE OF ASSISTANT SECRETARY
BASF CORPORATION**

The undersigned, Keith H. Ansbacher, a duly elected and qualified Assistant Secretary of **BASF CORPORATION** (the "Corporation"), a Delaware corporation, hereby certifies as follows:

1. that I am a duly elected and qualified assistant secretary of the Corporation; and
2. that the Corporation is the sole member of BASF Performance Products LLC, a Delaware limited liability company ("Performance Products"); and
3. that on April 1, 2010 at 12:02 a.m., Performance Products came into existence as a result of the conversion of Ciba Corporation from a Delaware corporation to a Delaware limited liability company pursuant to the certificates of conversion and formation attached hereto as Exhibits 1 and 2; and
4. that on April 1, 2010 at 12:04 a.m., Performance Products sold substantially all of its assets to the Corporation, pursuant to the terms and conditions of an Assignment and Assumption Agreement between Performance Products and the Corporation having an effective date of April 1, 2010 at 12:04 a.m. and attached hereto as Exhibit 3; and

IN WITNESS WHEREOF, I have subscribed my name as of this 1st day of April 2010.

[SEAL]

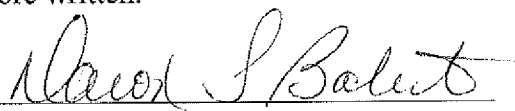


Keith H. Ansbacher

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

I, Dawn S. Balut, a Notary Public, do hereby certify that on the 1st day of April, 2010, personally appeared before me Keith H. Ansbacher, and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Notary Public
Dawn S. Balut
Notary Public of New Jersey
My Commission Expires
May 16, 2010

[SEAL]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CIBA CORPORATION" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CIBA CORPORATION" TO "BASF PERFORMANCE PRODUCTS LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF MARCH, A.D. 2010, AT 12:48 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF APRIL, A.D. 2010, AT 12:02 O'CLOCK A.M.

2654123 8100V

100326363

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7900714

DATE: 03-30-10

PATENT
REEL: 046024 FRAME: 0182

**CERTIFICATE OF CONVERSION
TO LIMITED LIABILITY COMPANY
OF
CIBA CORPORATION
TO
BASF PERFORMANCE PRODUCTS LLC**

This Certificate of Conversion to Limited Liability Company, dated as of March 29, 2010, is being duly executed and filed by an authorized person, to convert Ciba Corporation (the "Corporation") to a Delaware limited liability company, under the Delaware Limited Liability Company Act (Del. Code Ann. Tit. 6, §§ 18-101 *et. seq.*) (the "Act") and the General Corporation Law of the State of Delaware (Del. Code Ann. Tit. 8, §§ 101, *et. seq.*) (the "DGCL").

1. The Corporation filed its original certificate of incorporation with the Secretary of State of the State of Delaware on August 16, 1996.
2. The name of the Corporation immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was Ciba Corporation.
3. The name of the limited liability company formed into which the Corporation shall be converted as set forth in its Certificate of Formation is BASF Performance Products LLC.
4. The conversion of the Corporation to a limited liability company shall be effective on April 1, 2010 at 12:02 a.m.
5. The conversion of the Corporation to a limited liability company has been approved in accordance with the provisions of Section 266 of the DGCL and Section 18-214 of the Act.
6. For U.S. federal income tax purposes, it is intended that the conversion of the Corporation to a limited liability company qualify as a complete liquidation of the Corporation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended.
7. When the Corporation has been converted to a Delaware limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act and to Section 266 of the General Corporation Law of the State of Delaware, the limited liability company will, for all purposes of the laws of the State of Delaware, be the same entity as the converting Corporation. For all purposes of the laws of the State of Delaware, the rights, privileges, powers and interest in property of the converting Corporation, as well as the debts, liabilities and duties of the Corporation, will not, as a consequence of the conversion, be transferred to the Delaware limited liability company; the converting Corporation will not wind up its affairs or pay its liabilities

and distribute its assets; the conversion will not constitute a dissolution of the Corporation; and the conversion will constitute a continuation of the existence of the converting Corporation in the form of a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned have executed and filed this Certificate of Conversion as of the date first above written.

CIBA CORPORATION

By: _____



Authorized Person
Keith H. Ansbacher
Assistant Secretary

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "BASF PERFORMANCE PRODUCTS LLC" FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF MARCH, A.D. 2010, AT 12:48 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF APRIL, A.D. 2010, AT 12:02 O'CLOCK A.M.

2654123 8100V

100326363

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7900714

DATE: 03-30-10

PATENT
REEL: 046024 FRAME: 0185

CERTIFICATE OF FORMATION

OF

BASF PERFORMANCE PRODUCTS LLC

This Certificate of Formation of **BASF Performance Products LLC** ("**LLC**"), dated as of March 29, 2010, is being duly executed and filed by Keith H. Ansbacher, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (Del. Code Ann. Tit. 6, §§ 18-201).

FIRST. The name of the limited liability company formed hereby is BASF Performance Products LLC.

SECOND. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The formation of the limited liability company shall be effective on April 1, 2010 at 12:02 a.m.

IN WITNESS WHEREOF, the undersigned has executed and filed this Certificate of Formation as of the date first above written.

By:



Keith H. Ansbacher
Authorized Person for the LLC

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and entered into as of this 1st day of April 2010 by BASF Performance Products LLC (formerly known as Ciba Corporation), a Delaware limited liability company (the "Seller") and BASF Corporation, a Delaware corporation (the "Purchaser"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Transfer of the Businesses and Assets. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, its successors and assigns forever effective as of effective as of 12:04 a.m. on April 1, 2010 (the "Effective Date"), the Businesses, as well as all of Seller's right, title and interest and good and valid title in and to the Assets. Title in and to the Retained Assets shall remain with the Seller.

2. Assumption of Liabilities. The Purchaser shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations incurred by or resulting from the Businesses or the Assets after the Effective Date, including (i) the performance of all existing liabilities and obligations under the Contracts; and (ii) trade and other current payables (collectively, the "Assumed Liabilities"); excluding, however, the Retained Liabilities.

3. Purchase Price.

a. Estimated Purchase Price. As consideration for the Assets, the Purchaser shall pay to the Seller an amount equal to the Businesses' fair market value, which shall be equal to the net book value resulting from the purchase accounting exercise performed during 2009 (the "Final Purchase Price"). The Final Purchase Price is currently estimated to be [REDACTED] United States dollars (USD [REDACTED]) (the "Estimated Purchase Price"). On the Effective Date, the Purchaser shall pay the Estimated Purchase Price to the Seller.

b. Final Purchase Price. Within thirty (30) days after the Effective Date, the Seller shall prepare or cause to be prepared and shall provide to the Purchaser a written statement setting forth the Final Purchase Price, which shall reflect the actual value of the Businesses as of the Effective Date. If the Final Purchase Price is greater than the Estimated Purchase Price, the Purchaser shall pay the difference to the Seller. If the Final Purchase Price is less than the Estimated Purchase Price, the Purchaser shall refund the difference to the Seller.

c. Payment. The difference between the Final Purchase Price and the Estimated Purchase Price shall be paid within ten (10) days after the Purchaser's receipt of the determination of the Final Purchase Price.

4. Employees. All employees currently employed by Seller in the conduct of the Businesses (the "Employees") shall remain employees of the Seller until the Purchaser implements a new payroll system, currently targeted for January 1, 2011 (the "Target Date"). The Employees shall

transfer to the Purchaser, on the Target Date. Until the Employees are transferred to the Purchaser on the Target Date, the Seller shall make the services of the Employees available exclusively to the Purchaser pursuant to the terms and conditions of an Employee Services Agreement between the Seller and the Purchaser of even date herewith.

5. Further Actions.

- a. If subsequent to the date hereof, any property that is a part of the Businesses or the Assets comes into the possession of the Seller, the Seller shall promptly deliver or cause its subsidiary to deliver the same to the Purchaser, at the Seller's expense, and if such property is in the form of checks, drafts or other negotiable instruments, the Seller shall promptly endorse the same to the Purchaser.
- b. The Seller covenants and agrees, and to cause its subsidiaries to covenant and agree, to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Businesses and the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Purchaser's title to the Assets and, at the request of the Purchaser, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in the Purchaser each of the Assets, all at the sole cost and expense of the Seller.
- c. Notwithstanding the foregoing, the Assignor will use its reasonable best efforts to obtain consents of all governmental authorities and third parties necessary to the consummation of the transactions contemplated by this Agreement. It is expressly agreed that, with respect to any contracts or other assets for which consent to transfer is required, such assets are not being, and will not be, assigned to Assignee until such consent is received.
- d. In the event that at any time after the Effective Date any further action is necessary to carry out the purposes of the Assignment, the Assignor or the Assignee, as the case may be, shall take all such action without any further consideration therefor.

6. Binding Effect; Assignment. This Bill of Sale and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Bill of Sale shall be interpreted, construed and governed according to the laws of the State of Delaware.

8. Counterparts. This Bill of Sale may be executed in two or more counterparts (including by means of electronically transmitted signature pages), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment
as of the day and year first above written.

BASF PERFORMANCE PRODUCTS LLC

BASF CORPORATION

By: 

Name: David M. Stryker

Title: Sr. Vice President, General Counsel
& Secretary

By: 

Name: Philip E. Kaplan

Title: Sr. Vice President & Treasurer

EXHIBIT A

- 1) **Definition of the Businesses.** The "Businesses" as used herein shall mean all of the businesses conducted by the Seller, including but not limited to the businesses of: (i) the Plastic Additives Segment; (ii) the Coating Effects Segment; and (iii) the Water and Paper Treatments Segment, as well as any and all activities related or incidental thereto all as conducted at the Seller's facilities throughout the United States of America.
- 2) **Assets to be Transferred.** all of the assets and properties of every kind and character, tangible or intangible, real, personal or mixed, which are used in or are currently required to operate the Businesses as they are now being conducted at the Facilities (collectively, the "Assets"). In furtherance of the foregoing, the Assets shall include, without limitation, assets, properties and business listed below in subparagraphs a) - k). Notwithstanding anything to the contrary, no Retained Assets shall included in the Assets. It is the intent that all rights to any of the Assets owned by the Seller or any of its subsidiaries be transferred to the Purchaser to the extent possible:
 - a) All of the real property and interests in real property, owned by the Seller (whether leased or owned) (collectively, the "Real Property"), and all easements and uses which benefit the Real Property. The Real Property shall include, without limitation, all right, title and interest under the leases, subleases, licenses and other agreements under which the Seller uses or occupies or has the right to use or occupy the Real Property, now or in the future, any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof; the land and the plants, buildings, structures, fixtures and improvements and construction in progress presently thereon or additions thereto;
 - b) All shares or other ownership interests owned by the Seller;
 - c) All cash, bank accounts, accounts receivable and notes receivable (trade or otherwise) owned by the Seller outstanding at the Closing Date;
 - d) All prepayments, performance and other bonds, security and other deposits, advances, advance payments, prepaid credits and deferred charges ;
 - e) All inventories of the Seller, including, without limitation, all raw materials, supplies, work in progress, labeling and packaging, finished goods and products ordered and held for shipment, on consignment or in transit and other finished goods and products;
 - f) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and construction in progress of the Seller (collectively, the "Fixed Assets");

- g) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, procedures, patents, patent applications, trade names, trademarks, and formulas owned or licensed by the Seller and any and all improvements thereon, refinements thereof or know-how relating thereto, in each case whether or not patent or able to be patented or registered or able to be registered with any governmental authorities (the "Intellectual Property");
- h) All rights of the Seller under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Seller or affecting the Real Property or the Fixed Assets;
- i) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Seller, except for the Excluded Contracts as defined below (the "Contracts");
- j) All licenses and permits of the Seller or any of its subsidiaries, including but not limited to environmental or other permits required in connection with the operation of the Businesses, the Fixed Assets or the Real Property; and
- k) All of the Seller's records, files and papers, including but not limited to drawings, engineering information, computer programs, manuals and data, catalogues, quotations, sales and advertising materials, sales and purchase correspondence, trade association memberships, research and development records, lists of present and former customers and suppliers, customer credit information, books of account, and financial records which relate to the Businesses.

3) Retained Assets.

- a) the corporate seal, minute book and other corporate records of Seller;
- b) any employee data that relates to Employees;
- c) assets of Employee Benefit Plans owned or held by Seller;
- d) all claims, rights, benefits and interests to the extent arising under or resulting from any Retained Liability or any asset described in the other subparagraphs of this definition, including without limitation, all rights and claims, whether mature, contingent or otherwise, against third parties, whether in tort, contract or otherwise, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors, claims for refunds, rights of off-set and credits of all kinds and all other general intangibles;
- e) the contracts identified on Schedule 3)e) ("Excluded Contracts");
- f) all authorizations, consents, approvals, licenses, orders, permits, exemptions of, filings or registrations with, any Governmental Authority which are non-assignable or non-transferable;

- g) contracts of insurance (including any return of charges or premiums under any rating plan and any payment on any claim) and all rights thereunder and
- h) other assets identified on Schedule 3)h).

4) **Retained Liabilities**

- a) all liabilities arising out of any lawsuit, action, proceeding, inquiry, claim, order or investigation related to the Seller arising out of events, transactions, facts, acts or omissions which occurred prior to or on the Effective Date, including, without limitation, personal injury or property damage, product liability or strict liability;
- b) all liabilities, obligations and commitments relating to products manufactured or sold by Seller on or prior to the Effective Date, including warranty obligations; and
- c) all liabilities related to the Retained Assets.

Schedule 3)e)
Excluded Contracts

1. All confidentiality, secrecy, non-disclosure, or material sampling agreements to which the Seller is a party;
2. All agreements relating to the Retained Assets;
3. .Until consent is obtained, all contracts that required consent and for which consent have not yet been obtained.

Schedule 3(b)
Other Retained Assets
NONE

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THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and entered into as of this 1st day of April 2010 by BASF Performance Products LLC (formerly known as Ciba Corporation), a Delaware limited liability company (the "Seller") and BASF Corporation, a Delaware corporation (the "Purchaser"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Transfer of the Businesses and Assets. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, its successors and assigns forever effective as of effective as of 12:04 a.m. on April 1, 2010 (the "Effective Date"), the Businesses, as well as all of Seller's right, title and interest and good and valid title in and to the Assets. Title in and to the Retained Assets shall remain with the Seller.

2. Assumption of Liabilities. The Purchaser shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations incurred by or resulting from the Businesses or the Assets after the Effective Date, including (i) the performance of all existing liabilities and obligations under the Contracts; and (ii) trade and other current payables (collectively, the "Assumed Liabilities"); excluding, however, the Retained Liabilities.

3. Purchase Price.

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transfer to the Purchaser, on the Target Date. Until the Employees are transferred to the Purchaser on the Target Date, the Seller shall make the services of the Employees available exclusively to the Purchaser pursuant to the terms and conditions of an Employee Services Agreement between the Seller and the Purchaser of even date herewith.

5. Further Actions.

- a. If subsequent to the date hereof, any property that is a part of the Businesses or the Assets comes into the possession of the Seller, the Seller shall promptly deliver or cause its subsidiary to deliver the same to the Purchaser, at the Seller's expense, and if such property is in the form of checks, drafts or other negotiable instruments, the Seller shall promptly endorse the same to the Purchaser.
- b. The Seller covenants and agrees, and to cause its subsidiaries to covenant and agree, to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Businesses and the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Purchaser's title to the Assets and, at the request of the Purchaser, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in the Purchaser each of the Assets, all at the sole cost and expense of the Seller.
- c. Notwithstanding the foregoing, the Assignor will use its reasonable best efforts to obtain consents of all governmental authorities and third parties necessary to the consummation of the transactions contemplated by this Agreement. It is expressly agreed that, with respect to any contracts or other assets for which consent to transfer is required, such assets are not being, and will not be, assigned to Assignee until such consent is received.
- d. In the event that at any time after the Effective Date any further action is necessary to carry out the purposes of the Assignment, the Assignor or the Assignee, as the case may be, shall take all such action without any further consideration therefor.

6. Binding Effect; Assignment. This Bill of Sale and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Bill of Sale shall be interpreted, construed and governed according to the laws of the State of Delaware.

8. Counterparts. This Bill of Sale may be executed in two or more counterparts (including by means of electronically transmitted signature pages), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment
as of the day and year first above written.

BASF PERFORMANCE PRODUCTS LLC

By: 

Name: David M. Stryker

Title: Sr. Vice President, General Counsel
& Secretary

BASF CORPORATION

By: 

Name: Philip E. Kaplan

Title: Sr. Vice President & Treasurer

EXHIBIT A

- 1) **Definition of the Businesses.** The "Businesses" as used herein shall mean all of the businesses conducted by the Seller, including but not limited to the businesses of: (i) the Plastic Additives Segment; (ii) the Coating Effects Segment; and (iii) the Water and Paper Treatments Segment, as well as any and all activities related or incidental thereto all as conducted at the Seller's facilities throughout the United States of America.
- 2) **Assets to be Transferred.** all of the assets and properties of every kind and character, tangible or intangible, real, personal or mixed, which are used in or are currently required to operate the Businesses as they are now being conducted at the Facilities (collectively, the "Assets"). In furtherance of the foregoing, the Assets shall include, without limitation, assets, properties and business listed below in subparagraphs a) - k). Notwithstanding anything to the contrary, no Retained Assets shall included in the Assets. It is the intent that all rights to any of the Assets owned by the Seller or any of its subsidiaries be transferred to the Purchaser to the extent possible:
 - a) All of the real property and interests in real property, owned by the Seller (whether leased or owned) (collectively, the "Real Property"), and all easements and uses which benefit the Real Property. The Real Property shall include, without limitation, all right, title and interest under the leases, subleases, licenses and other agreements under which the Seller uses or occupies or has the right to use or occupy the Real Property, now or in the future, any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof; the land and the plants, buildings, structures, fixtures and improvements and construction in progress presently thereon or additions thereto;
 - b) All shares or other ownership interests owned by the Seller;
 - c) All cash, bank accounts, accounts receivable and notes receivable (trade or otherwise) owned by the Seller outstanding at the Closing Date;
 - d) All prepayments, performance and other bonds, security and other deposits, advances, advance payments, prepaid credits and deferred charges ;
 - e) All inventories of the Seller, including, without limitation, all raw materials, supplies, work in progress, labeling and packaging, finished goods and products ordered and held for shipment, on consignment or in transit and other finished goods and products;
 - f) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and construction in progress of the Seller (collectively, the "Fixed Assets");

- g) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, procedures, patents, patent applications, trade names, trademarks, and formulas owned or licensed by the Seller and any and all improvements thereon, refinements thereof or know-how relating thereto, in each case whether or not patent or able to be patented or registered or able to be registered with any governmental authorities (the "Intellectual Property");
- h) All rights of the Seller under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Seller or affecting the Real Property or the Fixed Assets;
- i) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Seller, except for the Excluded Contracts as defined below (the "Contracts");
- j) All licenses and permits of the Seller or any of its subsidiaries, including but not limited to environmental or other permits required in connection with the operation of the Businesses, the Fixed Assets or the Real Property; and
- k) All of the Seller's records, files and papers, including but not limited to drawings, engineering information, computer programs, manuals and data, catalogues, quotations, sales and advertising materials, sales and purchase correspondence, trade association memberships, research and development records, lists of present and former customers and suppliers, customer credit information, books of account, and financial records which relate to the Businesses.

3) Retained Assets.

- a) the corporate seal, minute book and other corporate records of Seller;
- b) any employee data that relates to Employees;
- c) assets of Employee Benefit Plans owned or held by Seller;
- d) all claims, rights, benefits and interests to the extent arising under or resulting from any Retained Liability or any asset described in the other subparagraphs of this definition, including without limitation, all rights and claims, whether mature, contingent or otherwise, against third parties, whether in tort, contract or otherwise, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors, claims for refunds, rights of off-set and credits of all kinds and all other general intangibles;
- e) the contracts identified on Schedule 3)e) ("Excluded Contracts");
- f) all authorizations, consents, approvals, licenses, orders, permits, exemptions of, filings or registrations with, any Governmental Authority which are non-assignable or non-transferable;

- g) contracts of insurance (including any return of charges or premiums under any rating plan and any payment on any claim) and all rights thereunder and
- h) other assets identified on Schedule 3)h).

4) Retained Liabilities

- a) all liabilities arising out of any lawsuit, action, proceeding, inquiry, claim, order or investigation related to the Seller arising out of events, transactions, facts, acts or omissions which occurred prior to or on the Effective Date, including, without limitation, personal injury or property damage, product liability or strict liability;
- b) all liabilities, obligations and commitments relating to products manufactured or sold by Seller on or prior to the Effective Date, including warranty obligations; and
- c) all liabilities related to the Retained Assets.

Schedule 3)e)
Excluded Contracts

1. All confidentiality, secrecy, non-disclosure, or material sampling agreements to which the Seller is a party;
2. All agreements relating to the Retained Assets;
3. .Until consent is obtained, all contracts that required consent and for which consent have not yet been obtained.

**Schedule 3)h)
Other Retained Assets**

NONE