



06-21-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Formica Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 10, 2004

2. Name and address of receiving party(ies)

Name: The Diller Corporation

Internal Address:

Address:

Street Address: 15 Independence Boulevard

City: Warren State: NJ Zip: 07059

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0829337

Additional number(s) attached Yes No

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

Name: Lauren Bernstein, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 3.41) \$ 1,590.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Johanne R. Rémy

Name of Person Signing

Signature

6/16/04 Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Vertical stamp: 06/16/2004 LHMILLER 06000167 0829337 40 00 00 1590 00 00

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ANVIL F DEVICE	72/234557	12/14/1965	0829337	05/30/1967
ANVIL F DEVICE	74/091176	08/27/1990	1661726	10/22/1991
ANVIL F DEVICE	74/091198	08/27/1990	1649494	07/02/1991
ANVIL F DEVICE	74/091192	08/27/1990	1659772	10/06/1991
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AUTHENTIX COLLECTION	78/240911	04/23/2003	(PENDING)	(PENDING)
AUTHENTIX COLLECTION	78/240909	04/23/2003	(PENDING)	(PENDING)
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AUTHENTIX METAL COLLECTION	78/268612	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX METAL COLLECTION	78/268652	06/30/2003	(PENDING)	(PENDING)
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AUTHENTIX WOOD COLLECTION	78/268644	06/30/2003	(PENDING)	(PENDING)
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SOLIDZ	78/156883	08/22/2002	2724399	06/10/2003
SOLIDZ	78/156886	08/22/2002	2797566	12/23/2003
SURELL	74/007461	12/04/1989	1634814	02/12/1991
SURELL	74/007422	12/04/1989	1637615	03/12/1991
SURELL	74/007423	12/04/1989	1627164	12/11/1990
SURELL	75/253819	03/07/1997	2147574	03/31/1998
THE INTERNATION- AL COLLECTION	73/338125	11/20/1981	1342629	06/18/1985
ACCULOCK	76/268354	06/07/2001	2716379	05/13/2003
ACCULOCK	76/268465	06/06/2001	2716380	05/13/2003

INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT

This INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT, dated this 10 day of June, 2004, by and between THE DILLER CORPORATION, having principal place of business at c/o Formica Corporation, Chemed Center, 255 East Fifth Street, Cincinnati, Ohio 45202, United States of America, a corporation organized under the laws of the State of Illinois ("Purchaser") and FORMICA CORPORATION (which will be renamed Formica II Corporation on the Effective Date), having its principal place of business at 10155 Reading Road, Cincinnati, Ohio 45241, United States of America, a corporation organized under the laws of the State of Delaware ("Seller").

This Agreement sets forth the terms and conditions upon which Seller will contribute and sell to Purchaser, and Purchaser will acquire and purchase in part from Seller, all Intellectual Property, (as defined below) owned by Seller, and Purchaser will assume certain liabilities related to the Intellectual Property upon the terms and subject to the conditions set forth in this Agreement.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated November 17, 2003 (the "Plan of Reorganization") filed by Laminates Acquisition Corp. and certain of its direct and indirect subsidiaries.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

1.1 Specific Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Intellectual Property Contribution Agreement, as the same may be amended or supplemented from time to time in accordance with the terms of this Agreement.

"Assumed Liabilities" has the meaning specified in Section 2.2(a).

"Excluded Assets" has the meaning specified in Section 2.1(b).

"Excluded Liabilities" has the meaning specified in Section 2.2(b).

"Intellectual Property" means all intellectual property owned by Seller, including all registered and applied for intellectual property identified on Schedule 2.1(a), including, without limitation, the following:

(a) all business and trade names, logos and designs, brand names, slogans and domain names; and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same;

(b) all inventions, improvements, whether patentable or not, and all U.S. and non-U.S. design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs;

(c) all published or unpublished works, whether copyrightable or not, and all copyrights, copyright registrations and trademarks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), registrations and applications for trademarks (and all future income from such trademarks and copyrights);

(d) all trademarks, trade names, trade dress and service marks (whether registered, unregistered, or existing at common law) and all applications therefore, and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same;

(e) all trade secrets and other rights in, know-how and confidential or proprietary information, including but not limited to, technologies in development, computer programs and other computer software (including software systems and applications), Web sites, domains, domain names and related software, user interfaces, topographies, source code, object code, algorithms, display screens, layouts, development tools, instructions, templates, evaluation software and hardware, formulae and information, manufacturing, engineering, and other drawings and manuals, technology, processes, designs, lab journals, notebooks, schematics, data, plans, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications.

(f) all license agreements which Seller has entered into with third parties and which are being transferred to Purchaser pursuant to an Assignment and Assumption Agreement effective on the Effective Date, between Seller and Purchaser.

“Purchase Price” has the meaning specified in Section 2.3.

“United States” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

1.2 Other Definitional Provisions. (a) Any reference to an Article, Section or Annex is a reference to an Article or Section of, or an Annex to, this Agreement.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The words “include”, “includes” and “including” are not limiting.

(d) The terms “dollars” and “\$” mean United States dollars.

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchase and Sale of the Intellectual Property. (a) Upon the terms and subject to the conditions of this Agreement, and subject to the previously granted licenses which may be in existence in South Africa and South America, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all right, title and interest in and to the Intellectual Property, together with all common law rights connected thereto and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Intellectual Property or any part thereof and the violation of any common law rights connected with the Intellectual Property. Seller agrees to execute and deliver to Purchaser, at Purchaser's sole cost and expense, assignment documents, or any other documentation that may be reasonably requested, in a form suitable for recordation in the various jurisdictions as may be required to transfer title to the Intellectual Property.

(b) Any asset not designated as Intellectual Property shall be deemed an "Excluded Asset".

2.2 Assumption of Liabilities. (a) Upon the terms and subject to the conditions of this Agreement, Purchaser hereby agrees to assume and discharge or perform when due, all liabilities and obligations whatsoever, that relate to the Intellectual Property and any other liabilities and obligations specifically assumed by Purchaser under this Agreement, except that Purchaser shall not assume those liabilities relating to the Intellectual Property for which insurance as retained by Seller, will provide coverage (the "Assumed Liabilities").

(b) The Assumed Liabilities shall exclude any and all liabilities arising out of or relating to the Excluded Assets. The liabilities, obligations and commitments enumerated in this Section 2.2(b) are the "Excluded Liabilities". For the avoidance of doubt, Seller shall retain all liabilities relating to the Intellectual Property for which insurance, as retained by Seller, will provide coverage. These liabilities shall be included in the Excluded Liabilities.

2.3 Consideration; Effective Date. (a) Seller shall transfer the Intellectual Property and the Assumed Liabilities to Purchaser on the Effective Date in part as a capital contribution and in part in exchange for intercompany promissory notes in the aggregate principal amount of \$28,000,000 as the full payment for the aforementioned sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption by Purchaser of the Assumed Liabilities.

(b) Notwithstanding any provision of this Agreement to the contrary, the sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities shall not become effective until the Effective Date and in accordance with the terms of that certain restructuring transactions letter of FC

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

3.1 Intellectual Property. To the best of Seller's knowledge, Schedule 2.1(a) contains a complete and correct list of all Intellectual Property owned by Seller as of the date of this Agreement. Seller intends that all Intellectual Property owned by Seller be transferred to Purchaser. To the extent that, subsequent to the date of this Agreement, any registered or applied for Intellectual Property is found to be not included on Schedule 2.1(a), Seller agrees to take all steps as required, including executing any additional assignment documents to transfer such Intellectual Property to Purchaser. All registered or applied for Intellectual Property used in the business of the Seller is owned by Seller with no guarantee or warranty of any encumbrances or rights of third parties.

ARTICLE IV

GENERAL PROVISIONS

4.1 Other Assistance. (a) Upon the terms and subject to the conditions contained herein, effective as of the Effective Date, Seller shall, subject to any pre-existing licenses that may be in effect in South Africa and South America, sell, convey, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in, to and under the Intellectual Property, pursuant to an assignment document in a suitable form to record the transfer of title in the relevant jurisdiction. In addition, Seller agrees to execute and deliver on or after the date hereof, at Purchaser's sole cost and expense, any such additional assignment documents or other documents as Purchaser may reasonably request in order to affect and record the transfer of the Intellectual Property in the relevant jurisdictions.

(b) No later than thirty (30) days after the date of this Agreement, Seller shall procure delivery (including by mail) to the Purchaser at the address set forth in Section 4.8, of any documents which it may have in its possession relating to the prosecution and grant of the Intellectual Property and any oppositions or other challenges to them. Purchaser shall inform Seller of the contact names and addresses of those agents of Purchaser who shall thereafter be responsible for matters arising out of this Agreement and for the Intellectual Property.

(c) Seller shall from the date of this Agreement, and shall instruct its agents that they should from the date of this Agreement and until the date upon which Purchaser has been recorded as proprietor of or applicant for the Intellectual Property (as the case may be):

(1) take all reasonable steps necessary to renew the registered or applied for Intellectual Property for the benefit of the Purchaser.

(2) promptly pass on to the relevant contact(s) of Purchaser copies of any notices received by Seller relating to the prosecution or maintenance of any of the registered or applied for Intellectual Property; and

(3) inform Purchaser of any official actions and similar items which are due in relation to the Intellectual Property within the period expiring two months after the date of this Agreement.

(d) For a period of twelve months from the date of this Agreement, Seller agrees to provide reasonable assistance to Purchaser on request, in connection with any opposition or challenge to any of the Intellectual Property (including by way of example a claim that any grant of them is invalid) and in connection with any claim that use of any of the Intellectual Property by Seller infringes the rights of any third party. Any expenses incurred by Seller in providing this assistance shall be promptly reimbursed to it by Purchaser, following production of reasonable evidence of the expenses. The Seller shall not however be required to join as a party to any litigation unless it is first given an indemnity in a form reasonably acceptable to it by Purchaser.

(e) Purchaser hereby agrees that it will bear all costs and expenses associated with preparing and recording the assignment documents as required by applicable Law.

4.2 Commercially Reasonable Efforts. Each party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under the applicable laws or otherwise required to be taken or done by it to consummate the transactions contemplated hereby.

4.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and Affiliates, but shall not be assignable by any party hereto without the prior written consent of the other parties hereto.

4.4 Waiver. No party may waive any of the terms or conditions of this Agreement except by an instrument in writing, duly signed by each of the parties.

4.5 Entire Agreement; Amendment. This Agreement, the Acquisition Agreement, the Restructuring Transactions Letter and the Plan of Reorganization constitute the entire understanding of the parties with respect to the subject matter and cannot be changed or terminated except by a written agreement executed by the parties, provided that the parties agree to take any and all such further actions before, on and before the Effective Date as may be necessary to effectuate the transactions contemplated hereby in accordance with the Joint Plan of Reorganization.

4.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE

OF NEW YORK, UNITED STATES OF AMERICA, REGARDLESS OF CONFLICT OF LAW PRINCIPLES THEREOF.

4.7 Consent to Jurisdiction. All disputes, litigation, proceedings or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of the State of New York or of the United States of America sitting in the State of New York. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States of America sitting in the State of New York in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement.

4.8 Notices. Any notices or other communications required or permitted under this Agreement or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, as follows:

If to Seller:

Formica Corporation
10155 Reading Road
Cincinnati, Ohio 45241
Attention: Earl M. Bennett
Senior Vice President
and General Counsel

If to Purchaser to:

The Diller Corporation
c/o Formica Corporation
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Earl M. Bennett
Senior Vice President

or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A notice of change in address shall not be deemed to have been given until received by the addressee.

4.9 Headings and Schedules. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The disclosure or inclusion of any matter or item on any Schedule shall not be deemed an acknowledgment or admission that any such matter or item is required to be disclosed or is material for purposes of the representations and warranties set forth in this Agreement.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

4.11 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[Remainder of page intentionally blank; Signature page(s) to follow]

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

Seller:

Purchaser:

FORMICA CORPORATION

THE DILLER CORPORATION

By: 

By: 

Name: Earl M. Bennett

Name: Earl M. Bennett

Title: Senior Vice President

Title: Senior Vice President

SCHEDULE 2.1(a)

Registered and applied for Intellectual Property

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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