

proprietary information of Seller; including, without limiting the generality of the foregoing, any invention, discovery, improvement, process, method, formula, treatment, know-how, pattern, device, compilation of information, list of customers, document, or record of information with respect thereto or contained therein;

- (l) work in process; and
- (m) accounts receivable.

Seller hereby authorizes Purchaser to take any appropriate action in connection with any of said property, rights, claims and causes of action, in the name of Seller or in its own or any other name but at its own expense.

TO HAVE AND TO HOLD said property, assets, and business as a going concern, rights, claims and causes of action, unto the said Purchaser, its successors and assigns, forever.

AND Seller does hereby warrant, covenant and agree that it:

(a) has good and marketable title to the assets, and business hereby sold, assigned, transferred, conveyed and delivered and Purchaser will receive hereby good and marketable title thereto, except as contemplated or permitted by the Agreement dated July 25, 1967 between Seller and Purchaser;

(b) will warrant and defend the sale of said assets and business against each and every person or persons whomsoever claiming or to claim against any or all of the same; and

(c) will take all steps necessary to put Purchaser, its successors or assigns in actual possession and operating control of said assets and business.

This Bill of Sale is made pursuant to the Order of Harvey W. Johnson, Referee-in-Bankruptcy, dated July 28, 1967.

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