

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



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Señora Jefe
DIVISION DE NUEVAS CREACIONES
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
E. S. D.

RESPUESTA A OFICIO 15767 DEL 12 DE DICIEMBRE DE 2008

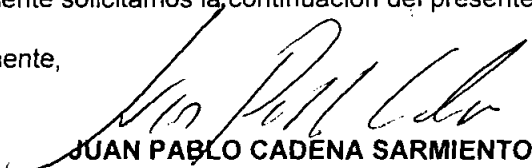
REF: Expediente No. 08 127.733 - Solicitud de Patente Entrada en Fase Nacional
Corresp. a la Solicitud Internacional PCT/US2007/067938
a favor de **ALLEGIANCE CORPORATION**.
Titulada: SOLUCIÓN ANTISÉPTICA ACUOSA Y COLORANTE ANIÓNICO COMPATIBLE
PARA TEÑIR PIEL.

JUAN PABLO CADENA SARMIENTO, vecino de Bogotá, portador de la tarjeta profesional No. 57492, obrando como apoderado de la sociedad, **ALLEGIANCE CORPORATION**, según lo acredita el documento de poder presentado en esa División, dando cumplimiento al requerimiento notificado por fijación en lista el 12 de diciembre de 2008, cuyo término fue prorrogado mediante escrito radicado el 10 de febrero de 2009, de acuerdo con los Artículos 38 y 39 de la Decisión 486 de la comisión de la Comunidad Andina, me permito:

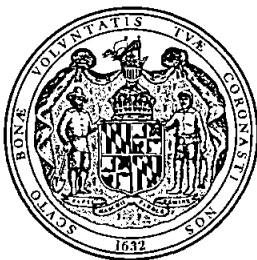
1. OBSERVAR que de acuerdo con nuestro Formulario de Correcciones y Modificaciones radicado el 09 de febrero de 2009, **ALLEGIANCE CORPORATION** es la nueva solicitante y propietaria de la solicitud, de conformidad con el documento de cesión y poder en su nombre anexo a dicho escrito. Para su mejor referencia estamos anexando copia del acuerdo de compra que involucra a las compañías **ALLEGIANCE CORPORATION** y **ENTURIA, INC.**, debidamente notariado y apostillado en el cual se fundamenta nuestra actuación, cuyo Anexo 6.3 (g), correspondiente a la cesión de derechos de propiedad intelectual fue allegado en el Formulario de Correcciones y Modificaciones debidamente apostillado, junto con su correspondiente traducción al castellano.
2. ALLEGAR documento donde consta la cesión del derecho a la patente otorgado por los inventores a **MEDI-FLEX, INC.**, antiguo nombre de **ENTURIA, INC.**, debidamente apostillado, junto con su correspondiente traducción al castellano.
3. ALLEGAR documento que acredita el cambio de nombre de **MEDI-FLEX, INC.** a **ENTURIA, INC.**, debidamente apostillado, junto con su correspondiente traducción al castellano.
4. Extracto para publicación, Tarjeta de archivo temático y Tarjeta de Propietarios.

De conformidad con lo anterior, damos cumplimiento a todos los requerimientos jurídicos y en consecuencia, atentamente solicitamos la continuación del presente trámite.

De la señora Jefe atentamente,


JUAN PABLO CADENA SARMIENTO
C.C. No. 80.410.337 de Usaquén
Cra 7 No. 71-21, Torre B, Piso 4

Bogotá, 07 de abril de 2009
CHP/MXB/jpg



The State of Maryland

Office of the Secretary of State

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Robert P. Duckworth**
3. acting in the capacity of **Clerk of the Circuit Court for Anne Arundel County**
4. bears the seal/stamp of the **Circuit Court for Anne Arundel County**

Certified

5. at Annapolis, Maryland
6. the **11th day of March, 2009**
7. by The Secretary of State of Maryland
8. Seal



9. Signature

Secretary of State

No. 234323

State of Maryland, Anne Arundel County, Sect.

I, **ROBERT P. DUCKWORTH**, Clerk of the Circuit Court for Anne Arundel County, Maryland, a court of record, do hereby certify that **Ahmad Miski** was a commissioned/appointed and qualified Notary Public commencing on the 5th day of May, 2005.

~~In Testimony Whereof, I have hereunto set my hand and affixed the seal of the court this 11th day of March, 2009.~~

Robert P. Duckworth

~~Robert P. Duckworth, Clerk~~
~~Circuit Court for Anne Arundel County, Maryland~~



To All To Whom These Presents Shall Come

Based upon available information

US Legalization

Authenticates the signature of

Victoria J. P. Co'vigny

notarized by

Heather B. Booth

is true copy of the original

Ahmad Ajami

Ahmad Ajami

Authorized Signature

On this day of March 11th, 2009, I Ahmad Ajami, Notary Public, Anne Arundel County, State of Maryland, do hereby certify under the Oath of my Office and Seal that the signature of Hanadi Ajami is true and accurate.

My commission expires on May 1, 2009

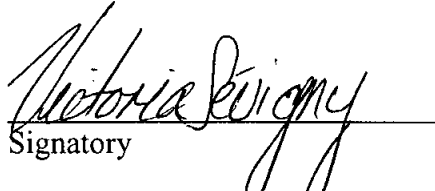
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OLD COUNTRY

AND

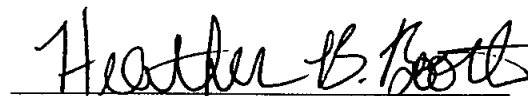
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I, Victoria J. P. Sévigny, hereby certify that this is a true and correct copy of the Asset Purchase Agreement Among Cardinal health 213, LLC, Allegiance Corporation, Cardinal Health, Inc., Enturia, Inc., Enturia Holdings, Inc. and A. Joseph Brandmeyer dated February 29, 2008.



Signatory

Subscribed and Sworn to before me this 10th day of March, 2009.



Notary Public

Heather B. Booth
Notary Public, District of Columbia
My Commission Expires 10/14/2011

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

AMONG

CARDINAL HEALTH 213, LLC,

ALLEGIANCE CORPORATION,

CARDINAL HEALTH, INC.,

ENTURIA, INC.,

ENTURIA HOLDINGS, INC.

and

A. JOSEPH BRANDMEYER

February 29, 2008

EXECUTION COPY

ASSET PURCHASE AGREEMENT

AMONG

CARDINAL HEALTH 213, LLC,

ALLEGIANCE CORPORATION,

CARDINAL HEALTH, INC.,

ENTURIA, INC.,

ENTURIA HOLDINGS, INC.

and

A. JOSEPH BRANDMEYER

February 29, 2008

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of February 29, 2008, by and among Cardinal Health 213, LLC, a Delaware limited liability company ("Cardinal Sub"), Allegiance Corporation, a Delaware corporation ("Allegiance"), Cardinal Health, Inc., an Ohio corporation ("Cardinal Parent" and together with Cardinal Sub, "Cardinal"), Enturia, Inc., a Kansas corporation (the "Company"), Enturia Holdings, Inc., a Delaware corporation ("Holdings"), and A. Joseph Brandmeyer (the "Principal" and, together with Holdings, the "Shareholders," and each a "Shareholder").

PRELIMINARY STATEMENTS:

A. The Company and the Company Subsidiaries are in the business of designing, developing, manufacturing, marketing and distributing antiseptic applicators and other products in the areas of topical antiseptics used for infection prevention (the "Business").

B. The Principal owns, of record and beneficially, 55.09% of the issued and outstanding capital stock of Holdings and will receive a substantial benefit if the transactions contemplated by this Agreement are consummated, and Cardinal is unwilling to enter into this Agreement without the agreements of the Shareholders set forth herein.

C. Cardinal Parent owns 100% of the issued and outstanding capital stock of Cardinal Sub and will receive a substantial benefit if the transactions contemplated by this Agreement are consummated, and the Company and Shareholders are unwilling to enter into this Agreement without the agreements of Cardinal Parent.

D. Subject to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, the Company desires to sell, and Cardinal Sub desires to purchase, all of the Company's right, title and interest in and to substantially all of the assets of the Company, including the issued and outstanding capital stock or other equity interests of the Company Subsidiaries, and Cardinal Sub proposes to assume certain specified liabilities and obligations of the Company.

E. Unless defined elsewhere herein, capitalized terms used herein are defined in Article IX hereof. Article IX also identifies the Sections in this Agreement where other terms are defined.

AGREEMENT:

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I. PURCHASE AND SALE

1.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement and except as otherwise specifically provided in Section 1.2, at the Closing the Company will grant, sell, assign, transfer and deliver to Cardinal Sub or its nominee (but with

respect to the Purchased Assets described in Section 1.1(e), to Allegiance), and Cardinal Sub or such nominee (and with respect to the Purchased Assets described in Section 1.1(e), Allegiance) will purchase and acquire from the Company, free and clear of all Liens other than Permitted Liens, all right, title and interest of the Company in and to all of the assets, properties, rights (contractual or otherwise) and business of every kind and description, wherever located, personal or mixed, tangible or intangible, owned, held or used by the Company (all such assets, properties and rights, other than the Excluded Assets (as defined below), are collectively referred to herein as the "Purchased Assets"), including the following:

(a) Any cash, cash equivalents or marketable securities of the Company and all rights to any bank accounts of the Company, including the bank accounts listed in Section 1.1(a) of the Disclosure Schedule;

(b) all machinery, equipment (including computer hardware), tooling, parts, furniture, data and telephone equipment supplies, and other tangible personal property of the Company (the "Personal Property"), including the Personal Property listed in Section 1.1(b) of the Disclosure Schedule;

(c) all inventories of the Company, including all raw materials, component parts, production and non-production supplies and materials, work-in-process and finished goods of the Company, including the inventories listed in Section 1.1(c) of the Disclosure Schedule;

(d) all Company Permits (as defined below) held by or issued to the Company (to the extent the same are transferable), including the Company Permits listed in Section 1.1(d) of the Disclosure Schedule;

(e) all the Company Proprietary Rights, Other Intellectual Property and Company Software, including the Company Proprietary Rights and Company Software listed in Section 1.1(e) of the Disclosure Schedule;

(f) all claims and rights under all leases of equipment, computer hardware, machinery, vehicles or other tangible personal property to which the Company is a party (the "Personal Property Leases"), including the Personal Property Leases listed in Section 1.1(f) of the Disclosure Schedule;

(g) all claims and rights under all leases of real property to which the Company is a party (the "Real Property Leases"), including the Real Property Leases listed in Section 1.1(g) of the Disclosure Schedule;

(h) except as otherwise excluded under Section 1.2(i), all claims and rights under all other contracts, agreements, contract rights, license agreements, franchise rights and agreements, policies, purchase and sales orders, quotations and executory commitments, arrangements and understandings, whether oral or written, to which the Company is a party (the "Company Contracts"), including the agreements listed in Section 1.1(h) of the Disclosure Schedule;

(i) all accounts receivable and notes receivable (excluding accounts or notes receivable from shareholders of Holdings), deposits, prepaid expenses and claims for refunds and rights to offset in respect thereof and other miscellaneous tangible and intangible assets of the Company, including the items listed in Section 1.1(i) of the Disclosure Schedule;

(j) all causes of action, judgments, claims or demands of whatever kind or description that the Company has or may have against any Person;

(k) except as provided in Section 1.5(a)(vi), all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities prior to Closing, unless expended in accordance with this Agreement;

(l) all information, files, correspondence, records, data, plans and reports, including all customer, supplier, and price and mailing lists; all accounting or other books and records; and all information and records related to the operation and maintenance of the Purchased Assets, in whatever media retained or stored, including computer programs and disks; provided, however, that, the Company may make and retain copies of all such information and records described in this Section 1.1(l) as the Company deems reasonably necessary for the purposes of responding to an audit or subpoena by any Governmental Authority;

(m) all capital stock or other equity interests owned by the Company in the Company Subsidiaries; and

(n) all goodwill of the Company.

1.2 Excluded Assets. Notwithstanding anything to the contrary set forth in this Agreement, the Purchased Assets do not include the following assets, properties and rights of the Company (collectively, the "Excluded Assets"):

(a) the shares of capital stock of the Company held in treasury;

(b) all insurance policies and rights thereunder (except to the extent specified in Section 1.1(k));

(c) all ownership and other rights and obligations with respect to the Company's Plans other than the Foreign Benefit Plans;

(d) all claims for refunds of Taxes and other charges of a Governmental Authority of whatever nature;

(e) any Company Permit of the Company that by its terms is not transferable to Cardinal;

(f) the charter documents, minute books, stock ledgers, Tax Returns and other constituent records relating to the corporate organization of the Company;

- (g) the rights that accrue to the Company under this Agreement;
- (h) all accounts or notes receivable or other amounts owed to the Company by any shareholder of Holdings, as set forth in Section 1.2(h) of the Disclosure Schedule;
- (i) the contracts, agreements, contract rights, license agreements, franchise rights and agreements, policies, purchase and sales orders, quotations and executory commitments, arrangements and understandings listed in Section 1.2(i) of the Disclosure Schedule (collectively, the "Excluded Contracts") and all rights and obligations arising thereunder; and
- (j) those assets, properties and rights set forth in Section 1.2(j) of the Disclosure Schedule.

1.3 Closing. The closing of the transactions contemplated hereby (the "Closing") shall be held at the offices of Cardinal Health, Inc., 7000 Cardinal Place, Dublin, Ohio 43017, or such other place as the parties may agree, on the later of: (a) the date which is 45 calendar days following the date of this Agreement and (b) a date specified by Cardinal, which date shall be within two Business Days following the date on which the last of the conditions set forth in Sections 6.1, 6.2 and 6.3 has been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) (such later date, the "Closing Date").

1.4 Assumption of Certain Liabilities. Cardinal Sub shall assume and agree to pay, discharge or perform, as appropriate, only the following liabilities and obligations of the Company existing as of the Closing and arising out of the conduct of the Business prior to or as of the Closing (collectively, the "Assumed Liabilities"):

- (a) any trade account payable reflected on the December Statements (other than a trade account payable to any shareholder or Affiliate of Holdings, the Company or any Company Subsidiary) that remains unpaid at Closing;
- (b) any trade account payable (other than a trade account payable to any shareholder or Affiliate of Holdings, the Company or any Company Subsidiary) incurred by the Company in the Ordinary Course of Business between the date of the December Statements and Closing that remains unpaid at Closing;
- (c) any liability or obligation to the Company's customers incurred by the Company in the Ordinary Course of Business for orders outstanding as of Closing, which orders are reflected on the Company's books and records (other than any liability arising out of or relating to a breach or violation that occurred prior to the Closing);
- (d) any liability or obligation to the Company's customers under any product warranty (including product warranties implied pursuant to Applicable Law), discount, rebate or similar agreements entered into by the Company with its customers in the Ordinary Course of Business prior to Closing as listed in or in the forms disclosed in Section 1.4(d) of the Disclosure Schedule;

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(e) any liability or obligation relating to a Product Liability claim occurring on or prior to the Closing Date to the extent such claim is not covered by insurance maintained by the Company and the Company Subsidiaries on or prior to the Closing Date;

(f) any liability or obligation under the Contracts listed in Section 1.1(h) of the Disclosure Schedule (other than any liability arising out of or relating to a breach or violation of any such Contract that occurred prior to Closing or arising under the Excluded Contracts);

(g) any liability or obligation of the Company arising after Closing under any Contract included in the Purchased Assets that is entered into by the Company after the date hereof in accordance with the provisions of this Agreement (other than any liability arising out of or relating to a breach or violation of any such Contract that occurred prior to Closing);

(h) any liability or obligation of the Company for vacation and sick pay earned on or after January 1, 2008 and on or prior to the Closing Date that is included as a current liability in the calculation of the Working Capital Amount; and

(i) any liability or obligation of the Company described in Section 1.4(i) of the Disclosure Schedule.

1.5 Liabilities Not Assumed.

(a) Except for the Assumed Liabilities, Cardinal Sub shall not, by the execution and performance of this Agreement, or otherwise, assume or otherwise be or become responsible for any liability or obligation of the Company of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of occurrences prior to, at or after the date hereof, including any liability or obligation of the Company (the "Excluded Liabilities"):

(i) for any Indebtedness Amount (other than any Indebtedness Amount expressly assumed by Cardinal and for which the Purchase Price is reduced at Closing in accordance with Section 2.1(b));

(ii) for any Taxes with respect to any period;

(iii) relating to, resulting from or arising under any Applicable Law for actions or omissions by the Company that arose prior to the Closing;

(iv) to any former or current member, director, officer, consultant, employee, or Affiliate (other than a Company Subsidiary) of the Company;

(v) relating to, resulting from or arising out of any former operation of the Company that has been discontinued or disposed of prior to the Closing;

(vi) any liability or obligation relating to a Product Liability claim occurring on or prior to the Closing Date to the extent such claim is covered by insurance maintained by the Company and the Company Subsidiaries on or prior to the Closing Date;

(vii) relating to or arising out of any Environmental Laws as a result of the operations of the Company and the Business prior to Closing;

(viii) relating to, resulting from or arising under any of the Plans other than the Foreign Benefit Plans;

(ix) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby and any fees and expenses of counsel, accountants, brokers, finders, financial advisors or other experts of the Company; and

(x) relating to any of the Excluded Assets.

(b) The Company shall pay or otherwise satisfy in full, promptly when due, all liabilities and obligations of the Company other than the Assumed Liabilities.

1.6 Non-Assignable Contracts. To the extent that third party consents relating to the assignment or transfer to Cardinal Sub of any Contracts have not been obtained by the Company as of the Closing, the Company shall, during the remaining term of such Contracts (the "Non-Assignable Contracts"), use commercially reasonable efforts to (a) obtain the consent of the applicable third party, (b) make the benefit of such Non-Assignable Contracts available to Cardinal Sub, and (c) enforce at the request of Cardinal Sub and at the expense and for the account of Cardinal Sub, any rights of the Company arising from such Non-Assignable Contracts against the other party or parties thereto (including the right to elect to terminate any such Non-Assignable Contract in accordance with the terms thereof). The Company will not take any action or suffer any omission which would limit or restrict or terminate in any material respect the benefits to Cardinal Sub of such Non-Assignable Contracts unless, in good faith and after consultation with and prior written notice to Cardinal, the Company is ordered orally or in writing to do so by a Governmental Authority of competent jurisdiction or the Company is otherwise required to do so by Applicable Laws; provided that if any such order is appealable, the Company will, at the expense of and for the account of Cardinal, take such actions as are requested by Cardinal to file and pursue such appeal and to obtain a stay of such order. With respect to any Non-Assignable Contract as to which the necessary approval or consent for the assignment or transfer to Cardinal Sub is obtained following the Closing, the Company shall transfer such Non-Assignable Contract to Cardinal Sub by execution and delivery of an instrument of conveyance reasonably satisfactory to Cardinal and the Company within three Business Days following receipt of such approval or consent.

ARTICLE II. PURCHASE PRICE; ADJUSTMENTS; ALLOCATION

2.1 Consideration. Upon the terms and subject to the conditions set forth in this Agreement, in consideration for the sale by the Company to Cardinal Sub of the Purchased

Assets and the representations, warranties and covenants made by the Company and the Shareholders to Cardinal, at the Closing:

(a) Cardinal Sub shall assume the Assumed Liabilities; and

(b) Subject to adjustment pursuant to Section 2.4, Cardinal shall pay to the Company an amount equal to \$490,000,000 less (i) an amount equal to the amount of the Indebtedness Amount that is included in the Assumed Liabilities or that is an obligation of any Company Subsidiary after the Closing Date and (ii) the positive amount, if any, by which \$16,500,000 (the "Target Working Capital Amount") exceeds the Working Capital Amount as set forth in the Closing Certificate (the "Working Capital Short-Fall") (the "Purchase Price"). The Purchase Price shall be paid by Cardinal at the Closing as follows: (i) Cardinal shall deposit the amount of \$25,000,000 (the "Escrow Amount") in escrow with the Escrow Agent pursuant to the escrow agreement executed by Cardinal, the Company, the Shareholders, and the Escrow Agent contemporaneously with the Closing substantially in the form attached hereto as Exhibit 2.1 (the "Escrow Agreement") for the purpose of providing for the payment of certain indemnification obligations pursuant to this Agreement, and (ii) Cardinal shall deliver the balance of the Purchase Price to the Company by wire transfer of immediately available funds to an account designated by the Company.

2.2 Purchase Price Allocation. Within 90 calendar days following the Closing Date, the Parties shall work together to agree upon an allocation of the Purchase Price for purposes of this Agreement and for federal, state, local and foreign Tax purposes. The parties shall file all federal, state, local and foreign Tax Returns, including any Internal Revenue Form 8594, in accordance with any agreed upon allocation.

2.3 Allocation of Certain Items. Notwithstanding anything herein to the contrary, all real estate Taxes, personal property Taxes, utilities, water and sewer charges relating to the real property leased pursuant to the Real Property Leases will be apportioned between Cardinal Sub and the Company based upon the number of calendar days occurring before and after the Closing Date during the billing period for each such charge. Appropriate cash payments by the Company or Cardinal, as the case may require, shall be made hereunder from time to time as soon as practicable after the facts giving rise to the obligation for such payments are known in the amounts necessary to give effect to the allocations provided for in this Section 2.3; provided, however, that such payments shall not be required to the extent an accrued expense or prepaid expense is adequately reflected with respect to such item on the balance sheet included in the Closing Certificate.

2.4 Working Capital Adjustment.

(a) Within 60 calendar days of the Closing Date, Cardinal shall prepare and deliver to the Company a statement (the "Closing Statement") consisting of (i) an unaudited Closing Date Balance Sheet and (ii) a calculation of the Working Capital Amount as of the Closing Date (the "Closing Date Working Capital Amount"), as reflected on the Closing Date Balance Sheet. The Closing Statement will be finalized (as finalized; the "Final Closing Statement") by the parties in accordance with the procedures of Section 2.5. If the Company does not object in writing to any item set forth on the

Closing Statement by complying in full with Section 2.5, the Closing Statement shall be deemed to have been finalized by the parties as the Final Closing Statement and, as a result thereof shall be final, conclusive and binding on each of the parties and shall become the Final Closing Statement for purposes of this Agreement. If the Company objects in writing to any item set forth on the Closing Statement by complying in full with Section 2.5, then the Final Closing Statement determined in accordance with Section 2.5 shall be final, conclusive and binding on each of the parties. Section 9.1 of the Disclosure Schedule sets forth the Company's general ledger accounts that are included in the Working Capital Amount.

(b) Based on the Final Closing Statement, the Purchase Price shall be adjusted on a dollar-for-dollar basis by the amount of the difference, if any, between (i) the final Closing Date Working Capital Amount determined from the Final Closing Statement and (ii)(A) if no Working Capital Short-Fall was deducted from the Purchase Price at Closing, the Target Working Capital Amount or (B) if a Working Capital Short-Fall was deducted from the Purchase Price at Closing, the Working Capital Amount set forth in the Closing Certificate (the "Adjustment"). If the Adjustment is a negative amount, then the Purchase Price shall be reduced by the absolute value of the Adjustment. If the Adjustment is a positive amount, the Purchase Price shall be increased by the Adjustment. In determining the Adjustment, in no event shall the amount of any increase in the Purchase Price be greater than the amount, if any, of the Working Capital Short-Fall deducted from the Purchase Price at Closing. If the Adjustment results in a reduction to the Purchase Price, the Company and the Shareholders, jointly and severally, agree to pay the amount of such reduction to the Purchase Price to Cardinal by wire transfer of immediately available funds to an account designated by Cardinal within five Business Days after the date of approval of the Final Closing Statement. If the Adjustment results in an increase in the Purchase Price, Cardinal shall pay the amount of such increase to the Company by wire transfer of immediately available funds to an account designated by the Company within five Business Days after the date the Closing Statement is finalized. Any amount that is not paid when due in accordance with this Section 2.4(b) shall accrue interest at a per annum rate equal to the lesser of 12% or the highest rate permitted under Applicable Laws from the date of finalization of the Final Closing Statement until such amount and all interest accrued thereon is paid in full (with all payments being applied first to interest and then to any unpaid balance of the such amount). The parties agree that any amount paid pursuant to this Section 2.4(b) shall be deemed to be a reduction or an increase, as applicable, in the amount of the Purchase Price for all purposes.

2.5 Objections. If the Company has any objections to the Closing Statement as prepared by Cardinal, then the Company must, within 30 calendar days after its receipt thereof, give written notice (the "Notice") to Cardinal specifying in reasonable detail such objections. With respect to any disputed amounts, the Company and Cardinal shall negotiate in good faith in accordance with the procedures set forth in Section 10.6(a) during the 30 calendar day period (the "Resolution Period") after the date of Cardinal's receipt of the Notice to resolve any such disputes. If the Company and Cardinal are unable to resolve all such disputes within the Resolution Period, then either party may submit the disputes to the Kansas City, Missouri office of KPMG LLP (the "Accountant"), who shall be engaged to provide a final and conclusive resolution of all unresolved disputes within 30 calendar days after such engagement. If KPMG

LLP is unable or unwilling to serve as the Accountant, the Accountant shall be the Kansas City, Missouri office of an independent accounting firm, with no material relationship to any of the parties or their Affiliates, of national reputation selected promptly by agreement of the Company and Cardinal. In selecting KPMG LLP (or such other firm as may be selected in accordance with the foregoing sentence) as the Accountant for purposes of this Agreement, the parties hereby waive any conflict or potential conflict arising from any services performed by such firm for the Company, Holdings, the Shareholders, Cardinal or any of their respective Affiliates. The Accountant shall act as an arbitrator to determine only those issues that remain in dispute and such determination shall be based solely on a review of the factual materials presented by the Company and Cardinal, either on their own initiative or at the specific request of the Accountant, and the applicable provisions of this Agreement. The determination of the Accountant shall be final, binding and conclusive on the parties, and the Closing Statement as adjusted by such determination shall be the Final Closing Statement. The fees and expenses of the Accountant shall be allocated by the Accountant between the Company and Cardinal based on the aggregate percentage by which the portions of the contested amounts not awarded to each party bear to the aggregate amounts contested by such party.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF CARDINAL

In order to induce the Company and the Shareholders to enter into this Agreement, Cardinal hereby represents and warrants to the Company and the Shareholders that the statements contained in this Article III are true, correct and complete as of the date hereof.

3.1 Organization and Standing. Cardinal Parent and Cardinal Sub each is an entity organized or formed, validly existing and in good standing under the Applicable Laws of the State of Ohio with full power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted.

3.2 Corporate Power and Authority. Cardinal Parent and Cardinal Sub each has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company action, as applicable, on the part of each of Cardinal Parent and Cardinal Sub. This Agreement has been duly executed and delivered by each of Cardinal Parent and Cardinal Sub, and constitutes the legal, valid and binding obligation of each of Cardinal Parent and Cardinal Sub enforceable against each of them in accordance with its terms.

3.3 Conflicts, Consents and Approvals. Neither the execution and delivery of this Agreement by Cardinal Parent and Cardinal Sub nor the consummation of the transactions contemplated hereby will:

- (a) conflict with, or result in a breach of any provision of, the Organizational Documents of Cardinal Parent or Cardinal Sub;

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(b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien upon any of the properties or assets of Cardinal or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which Cardinal or any of its Subsidiaries is a party;

(c) violate any decree, writ, judgment, decision, injunction or other order (whether temporary, preliminary or permanent) (an "Order") or Applicable Law applicable to Cardinal or any of its Subsidiaries or their respective properties or assets; or

(d) require any action or consent or approval of, or review by, or registration or filing by Cardinal or any of its Affiliates with, any third party or Governmental Authority, other than actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act");

except in the case of clauses (b), (c) and (d) for any of the foregoing that would not, individually or in the aggregate, have a material adverse effect on the ability of Cardinal to consummate the transactions contemplated hereby.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce Cardinal to enter into this Agreement, the Company represents and warrants to Cardinal that the statements contained in this Article IV are true, correct and complete as of the date hereof. Such representations and warranties are subject to the qualifications and exceptions set forth in the disclosure schedule delivered by the Company to Cardinal and dated the date hereof (the "Disclosure Schedule"); provided, however, that the disclosures set forth in any section of the Disclosure Schedule relate only to the representations and warranties in the Section of this Agreement in which such section of the Disclosure Schedule is expressly referenced and not to any other representation or warranty in this Agreement.

4.1 Organization and Standing. The Company is a corporation organized, validly existing and in good standing under the Applicable Laws of the State of Kansas with full power and authority to own, lease, use and operate its properties and to conduct the Business as and where now owned, leased, used, operated and conducted. The Company is qualified to do business as a foreign corporation and is in good standing in each jurisdiction listed in Section 4.1 of the Disclosure Schedule, is not qualified to do business in any other jurisdiction and neither the nature of the Business nor the property it owns, leases or operates requires it to qualify to do business as a foreign corporation in any other jurisdiction where the failure to so qualify would have a Material Adverse Effect. The Company has heretofore furnished to Cardinal a complete and correct copy of its Organizational Documents.

4.2 Company Subsidiaries. Each Company Subsidiary is a legal entity organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation or incorporation with full power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted. No Company Subsidiary is in default in the performance, observance or fulfillment of any provision of its Organizational Documents. The Company has heretofore furnished to Cardinal a complete and correct copy of the Organizational Documents of each Company Subsidiary. Each Company Subsidiary is qualified to do business as a foreign entity and is in good standing in each jurisdiction listed in Section 4.2 of the Disclosure Schedule, is not qualified to do business in any other jurisdiction and neither the nature of its business nor the property it owns, leases or operates requires it to qualify to do business as a foreign entity in any other jurisdiction where the failure to so qualify would have a Material Adverse Effect. Except as set forth in Section 4.2 of the Disclosure Schedule, the Company owns of record and beneficially 100% of the issued and outstanding capital stock or other equity interests of each Company Subsidiary, free and clear of any Liens. All of the outstanding capital stock or other equity interests of each Company Subsidiary has been duly authorized and validly issued and is fully paid and nonassessable. There are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, rights of first refusal, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any securities of any Company Subsidiary by such Company Subsidiary or any other Person, nor are there outstanding any securities that are convertible into or exchangeable for any securities of any Company Subsidiary, and no Company Subsidiary has any obligation of any kind to issue any additional securities or to pay for securities of such Company Subsidiary or any predecessor. The issuance and sale of all of the securities of each Company Subsidiary has been in compliance with all applicable federal and state securities laws. There are no voting trusts, proxies or other agreements or understandings with respect to the capital stock of any Company Subsidiary. Other than ownership of the Company Subsidiaries, neither the Company nor any Company Subsidiary has an equity interest of any kind in any other Person.

4.3 Power and Authority. The Company has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The Additional Documents to which the Company is a party, when duly executed by the Company, will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms. Holdings has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Holdings. This Agreement has been duly executed and delivered by each Shareholder and constitutes the legal, valid and binding obligation of each Shareholder, enforceable against each Shareholder in accordance with its terms. The Additional Documents to which any Shareholder is a party, when duly executed by such Shareholder, will constitute the legal, valid and binding obligations of such Shareholder, enforceable against such Shareholder in accordance with their respective terms.

4.4 Capitalization of the Company. Holdings owns beneficially and of record all of the issued and outstanding capital stock of the Company.

4.5 Conflicts, Consents and Approvals. Except as set forth in Section 4.5 of the Disclosure Schedule, neither the execution and delivery of this Agreement by the Company or the Shareholders nor the consummation by them of the transactions contemplated hereby will:

(a) conflict with, or result in a breach of any provision of, the Organizational Documents of the Company, any Company Subsidiary or any Shareholder that is not a natural person;

(b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien on any of the Purchased Assets or any of the properties or assets of the Company Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which the Company, any Company Subsidiary or any Shareholder is a party (the consents set forth in Section 4.5 of the Disclosure Schedule are referred to herein as the "Required Consents");

(c) violate any Applicable Law relating to the Company, any Company Subsidiary or any Shareholder; or

(d) require any action or consent or approval of, or review by, or registration or filing by the Company, any Company Subsidiary or any Shareholder or any of their respective Affiliates with, any third party or any Governmental Authority, other than actions required by the HSR Act and the corporate filings necessary to implement the covenants contained in Section 5.3(g) below.

4.6 Absence of Certain Changes. Except as set forth in Section 4.6 of the Disclosure Schedule, or as described with reasonable specificity in the December Statements, since November 30, 2007, there has not been:

(a) any change in the Business, operations, assets, properties, customer base, rights or condition (financial or otherwise) of the Company relating to the Business or any Company Subsidiary or any occurrence, circumstance or combination thereof that has had or reasonably could be expected to have a Material Adverse Effect;

(b) any increase in amounts payable by the Company or any Company Subsidiary to or for the benefit of, or committed to be paid by the Company or any Company Subsidiary to or for the benefit of, any consultant, agent, Worker or employee (including any shareholder of Holdings who is an employee of the Company, but only in such person's capacity as an employee) of the Company or any Company Subsidiary whose total annual compensation exceeds \$50,000 or any relative of such Person, or any increase in any benefits granted or provided for under any bonus, stock option, profit-

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sharing, pension, retirement, severance, deferred compensation, group health, insurance, or other direct or indirect Plan, payment or arrangement made to, with or for the benefit of any officer, consultant, agent or employee of the Company or any Company Subsidiary or any relative of such Person;

(c) any transaction entered into or carried out by the Company related to the Business or any Company Subsidiary other than in the Ordinary Course of Business;

(d) any borrowing or agreement to borrow funds by any Company Subsidiary, any incurring by any Company Subsidiary of any other obligation or liability (contingent or otherwise), except liabilities incurred in the Ordinary Course of Business, or any endorsement, assumption or guarantee of payment or performance of any loan or obligation of any other Person by any Company Subsidiary;

(e) any material change in the method of doing business of the Company or any Company Subsidiary or any change in their respective accounting principles or practices or their respective methods of application of such principles or practices;

(f) any Lien other than a Permitted Lien imposed or agreed to be imposed on or with respect to the Purchased Assets or the properties or assets of any Company Subsidiary;

(g) any sale, lease or other disposition of, any agreement to sell, lease or otherwise dispose of or any grant of any option or right of first refusal with respect to any of the material properties or assets of the Company or any Company Subsidiary other than sales, leases or other dispositions of inventory or obsolete equipment in the Ordinary Course of Business for fair equivalent value to Persons other than directors, officers, shareholders, employees or other Affiliates of the Company or any Company Subsidiary;

(h) any purchase of or any agreement to purchase assets (other than purchases in the Ordinary Course of Business) for an amount in excess of \$100,000 for any one purchase or \$250,000 for all such purchases made by the Company or any Company Subsidiary or any lease or any agreement to lease, as lessee, any capital assets with payments over the term thereof to be made by the Company or any Company Subsidiary exceeding an aggregate of \$250,000;

(i) any loan or advance made by the Company relating to the Business or any Company Subsidiary to any Person other than trade credit extended to customers of the Company or any Company Subsidiary in the Ordinary Course of Business;

(j) any modification, waiver, change, amendment, release, rescission or termination of, or accord and satisfaction with respect to, any term, condition or provision of any material Contract (except for any items listed Section 1.1(h) of the Disclosure Schedule that represent such a modification, waiver, change, amendment, release, rescission or termination of a Contract), other than any satisfaction by performance in accordance with the terms thereof in the Ordinary Course of Business; or

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(k) any material labor dispute or disturbance adversely affecting the Business or the operations or condition (financial or otherwise) of the Company or any Company Subsidiary, including the filing of any petition or charge of unfair labor practice with any Governmental Authority, efforts to effect a union representation election or actual or threatened (in writing) employee strike, work stoppage, work to rule or slowdown.

4.7 Financial Statements.

(a) The Company has furnished to Cardinal the audited consolidated balance sheets of the Company and the Company Subsidiaries as of December 31, 2006, December 31, 2005 and December 31, 2004, and the related consolidated statements of income, shareholders' equity, and cash flows for the years then ended, including, in each case, the related notes (collectively, the "Audited Statements"), which are accompanied by the unqualified opinion of Mayer Hoffman McCann P.C. The Company has also furnished to Cardinal the unaudited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2007, and the related consolidated statements of income, shareholders' equity, and cash flows for the twelve-month period then ended (the "December Statements"). Except as set forth in Section 4.7(a) of the Disclosure Schedule, the Audited Statements and the December Statements (i) have been prepared from and are in accordance with the books and records of the Company and the Company Subsidiaries, (ii) have been prepared in conformity with GAAP (except for the absence of footnotes in the case of the December Statements) pursuant to the standard accounting procedures of the Company and the Company Subsidiaries, which the Company has made available to Cardinal, and (iii) fairly present the financial condition of the Company and the Company Subsidiaries as of the dates stated and the related results of its operations and changes in cash flows for the periods then ended. Since December 31, 2006, the Company and the Company Subsidiaries have not made any change in their accounting principles or practices or their method of application of such principles or practices, except as required by applicable accounting rules.

(b) When delivered in accordance with Section 5.3(d), the consolidated balance sheet for the Company and the Company Subsidiaries as of the end of each calendar month ending after December 31, 2007 and before the Closing Date, and the related consolidated statements of income, shareholders' equity, and cash flows for the year-to-date periods then ended (collectively, the "Interim Statements"), (i) will have been prepared from and in accordance with the books and records of the Company and the Company Subsidiaries, (ii) except as set forth in Section 4.7(a) of the Disclosure Schedule, will have been prepared in conformity with GAAP (except for the absence of footnotes) pursuant to the standard accounting procedures of the Company and the Company Subsidiaries, which the Company has made available to Cardinal on or prior to the date hereof, and (iii) will fairly present the financial condition of the Company and the Company Subsidiaries as of the dates stated and the related results of their operations and changes in cash flows for the periods then ended.

4.8 Undisclosed Liabilities. Neither the Company nor any Company Subsidiary has any liability or obligation of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, except (a) those set forth in Section

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4.8 of the Disclosure Schedule, (b) those provided in any Contract disclosed in Sections 1.1(h) and 4.17(a) of the Disclosure Schedule (excluding any liability for a breach or violation of any such Contract), (c) those disclosed or reserved against on the consolidated balance sheet of the Company and the Company Subsidiaries included in the December Statements, and (d) current liabilities incurred after the date of the December Statements in the Ordinary Course of Business and either discharged before Closing or accrued or reserved for on the Closing Date Balance Sheet and included in the calculation of the Working Capital Amount.

4.9 Taxes.

(a) Each of the Company and the Company Subsidiaries have filed all Tax Returns that they are required to file, and all such Tax Returns were correct and complete in all material respects. All Taxes currently due and owing by the Company and the Company Subsidiaries have been paid. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the Purchased Assets or any assets of the Company Subsidiaries.

(b) Except as set forth in Section 4.9(b) of the Disclosure Schedule, (i) there is no dispute or claim concerning any Tax liability of the Company or any Company Subsidiary either (A) claimed, proposed, threatened or raised by any taxing authority in writing, or (B) as to which the Company has actual knowledge based upon contact by such taxing authority with any officer or any employee of the Company having responsibility for matters related to Taxes; (ii) there are no unpaid Tax deficiencies of any kind assessed in writing against the Company or the Company Subsidiaries or the Purchased Assets with respect to any taxable period ending on or before the Closing Date and neither the Company nor the Company Subsidiaries are a party to any audit or other proceeding by any taxing authority, nor has such an audit or other proceeding been proposed or, to the Knowledge of the Company, threatened in writing; (iii) there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Return of the Company or the Company Subsidiaries for any period; and (iv) no claim has been made or threatened by any taxing authority in any jurisdiction where the Company or the Company Subsidiaries do not file Tax Returns that such the Company or the Company Subsidiaries may be subject to taxation in that jurisdiction.

(c) Except as set forth in Section 4.9(c) of the Disclosure Schedule, neither the Company nor any Company Subsidiary (i), since at least January 1, 2003, has been a member of any affiliated, consolidated, combined, unitary, or aggregate group for purposes of filing Tax Returns or paying Taxes; (ii) has any liability for the Taxes of any Person (other than the Company or any Company Subsidiary), whether under Reg. §1.1502-6 or any similar provision of state, local, or foreign law, as a transferee or successor, by contract, or otherwise or (iii) is otherwise required to indemnify any other Person in respect of Taxes. The Company and the Company Subsidiaries have complied with all Applicable Laws relating to the payment and withholding of Taxes and have, within the time and manner prescribed by law, withheld and paid over to the proper taxing authority, all amounts required to be so withheld and paid over under Applicable Laws in all material respects.

(d) The Company has furnished Cardinal with complete and correct copies of all Tax Returns filed by the Company and the Company Subsidiaries for each taxable period beginning on or after January 1, 2004. The Company has also provided Cardinal with complete and correct copies of all audit reports, statements of deficiencies and examination reports received relating to, or with respect to, the Company and the Company Subsidiaries for all taxable periods beginning on or after January 1, 2004. Section 4.9(d) of the Disclosure Schedule lists all jurisdictions in which the Company and the Company Subsidiaries filed Tax Returns.

(e) An election for Holdings to be treated as an "S corporation" within the meaning of Code Section 1361(a)(1) was made effective March 19, 2003 and such election has neither been terminated nor revoked.

(f) An election for the Company to be treated as a "qualified subchapter S subsidiary" of Holdings within the meaning of Code Section 1361(b)(3)(B) was made effective as of July 1, 2003 and such election has neither been terminated nor revoked.

(g) Each Company Subsidiary is disregarded as an entity separate from its owner within the meaning of Treasury Regulation Section 301.7701-2(a).

4.10 Compliance with Law, Permits and Ethical Practices. Except as set forth in Section 4.10 of the Disclosure Schedule:

(a) The Company and the Company Subsidiaries are in compliance in all material respects with, and have at all times during the past five years been in compliance in all material respects with, all applicable laws, statutes, orders, rules, regulations, policies or guidelines of, or Orders entered by, any Governmental Authority (collectively, "Applicable Laws") relating to the Company, any Company Subsidiary, the Business or their respective properties, including the Food, Drug, and Cosmetic Act and similar state, local or foreign Applicable Laws, the Antifraud and Abuse Amendments to the Social Security Act, the Health Insurance Portability and Accountability Act of 1996 and any other Applicable Laws respecting rights of privacy, federal, state, local or foreign employment laws, including wage and hours laws and the Fair Labor Standards Act of 1938, as amended, Applicable Laws respecting the importation or exportation of goods or products and all rules of professional conduct applicable to the Company or any Company Subsidiary or by which the Business or any of their properties or employees are bound or subject. The Company has heretofore made available to Cardinal copies of all material correspondence relating to compliance with Applicable Laws during the past five years from and to all Governmental Authorities.

(b) The Company and the Company Subsidiaries have performed all material obligations and duties required to be performed by them (and settled all outstanding claims) whether or not legally binding and whether arising under contract, statute (including statutory instruments) at common law or in equity or under any treaties, including the Treaty of Rome, or laws of the European Community or otherwise in respect of its UK Employees and Workers, and there has not been nor is there threatened or considered any reference to the Central Arbitration Committee or to the Advisory

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Conciliation and Arbitration Service or to the Employment Tribunal by any UK Employee or Worker. There are no investigations or enquiries ongoing or threatened concerning any officer, employee or consultant by the Commission for Equality and Human Rights or similar organization.

(c) No subject access requests made to the Company or any Company Subsidiary pursuant to the Data Protection Act 1998 by any UK Employee or Worker are outstanding, and where relevant, the Company and each Company Subsidiary has complied with the provisions of the Data Protection Act 1998 in respect of all personal data held or processed by them relating to current or former UK Employees or Workers.

(d) Every UK Employee or Worker who requires a work permit or other permission to work in the United Kingdom has a current and appropriate work permit or other permission and all other necessary permissions to remain in the United Kingdom.

(e) Neither the Company nor any Company Subsidiary has incurred any liability for failure to provide information or to consult with UK Employees under any Employment Legislation.

(f) Neither the Company nor any Company Subsidiary has received any written communication of any Action pending or, to the Knowledge of the Company, threatened, including any warning letter, prosecution, injunction, seizure, civil fine, request for corrective or remedial action, or recall, alleging that the Business, the Company or any Company Subsidiary or the products manufactured by them are not in compliance with Applicable Laws implemented by the Food and Drug Administration, or implemented by the relevant state, local or foreign Governmental Authority responsible for regulating the drug, pharmaceutical or medical device industry. To the Knowledge of the Company, no employee of the Company or any Company Subsidiary is or has been the subject of any similar pending or threatened Action.

(g) To the Knowledge of the Company, all consultants utilized by the Company or any Company Subsidiary to generate information to be submitted to the Food and Drug Administration, or any equivalent state, local or foreign Governmental Authority, including, but not limited to, contract research organizations, pre-clinical testing laboratories, clinical investigators and institutional review boards, have complied with all applicable Food and Drug Administration requirements, as well as the applicable requirements of relevant state, local and foreign Governmental Authorities with regard to the development of data to be utilized by the Company or any Company Subsidiary as part of the relevant drug or product approval process.

(h) None of the Company, any Company Subsidiary or, to the Knowledge of the Company, any employee of the Company or any Company Subsidiary, has been or is the subject, officially or otherwise, of any investigation by the Food and Drug Administration pursuant to its Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities Final Policy (also known as the Application Integrity Policy).

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(i) To the Knowledge of the Company, no data generated by the Company or any Company Subsidiary that has been provided to customers of the Company or any Company Subsidiary is the subject, either pending or threatened, of any regulatory or other action by the Food and Drug Administration or by any state, local or foreign Governmental Authority relating to the truthfulness or scientific adequacy of such data.

(j) Section 4.10(j) of the Disclosure Schedule sets forth each drug or product license application and all related filings made by the Company or any Company Subsidiary with the Food and Drug Administration during the past five years.

(k) The Company and the Company Subsidiaries are and have been at all times during the past five years in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals, registrations and orders necessary to own, lease and operate their respective properties and to carry on the Business as it is now being conducted (collectively, the "Company Permits"). Section 1.1(d) of the Disclosure Schedule sets forth a true and complete list of all Company Permits, and there is no Action pending or, to the Knowledge of the Company, threatened regarding any of the Company Permits. The Company Permits are in full force and effect, and neither the Company nor any Company Subsidiary is or has been, since the date of issuance of the Company Permits, in default or violation of any such Company Permit.

(l) Neither the Company nor any Company Subsidiary has offered or given, and, to the Knowledge of the Company, no other Person has offered or given on its behalf, anything of value to any Person while knowing or having reason to know that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any customer, political party or official thereof, official or member of any Governmental Authority, candidate for political office or other Person for the purpose of the following: (A) inducing such Person to use such Person's influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority to assist the Company or any Company Subsidiary in obtaining or retaining business for, or with, or directing business to, any Person; or (B) where such payment would constitute an illegal bribe, illegal kickback or other illegal payment to assist the Company or any Company Subsidiary in obtaining or retaining business for, or with, or directing business to, any Person.

4.11 Proprietary Rights; Software.

(a) Section 1.1(e) of the Disclosure Schedule sets forth a true, correct and complete list of Company Proprietary Rights. All Proprietary Rights used under a license agreement and not owned by the Company or any Company Subsidiary are listed on Section 1.1(h) of the Disclosure Schedule under the heading "Proprietary Rights License Agreements." Section 1.1(e) of the Disclosure Schedule sets forth a true, correct and complete list of Company Software. Software used under a license agreement and not owned by the Company or any Company Subsidiary, other than any non-customized third-party software licensed to the Company or the Company Subsidiaries on a non-exclusive basis with a total replacement value of less than \$10,000 ("Off-the-shelf

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Software”), is listed on Section 1.1(h) of the Disclosure Schedule under the heading “Software License Agreements.” Except as set forth in Section 4.11(a)(i) of the Disclosure Schedule: (i) there are no written claims, demands or proceedings against the Company or any Company Subsidiary instituted, pending or, to the Knowledge of the Company, threatened by any Person that contest the validity, use, ownership or enforceability of any Company Proprietary Rights, Other Intellectual Property or Company Software; (ii) to the Knowledge of the Company, none of the Company Proprietary Rights or Other Intellectual Property are being infringed, and the Company Proprietary Rights, Other Intellectual Property and Company Software are not available for use by any third party without a license or permission from the Company or any Company Subsidiary; (iii) none of the Company Proprietary Rights, Other Intellectual Property, Company Software or any products manufactured or sold by the Company or any Company Subsidiary infringe or, to the Knowledge of the Company, are alleged to infringe any intellectual or proprietary rights of any third party; (iv) except as set forth in the Contracts, there are no agreements between the Company and any third party providing for the payment of royalties, license fees, charges or other amounts with respect of any use, exploitation, ownership, sale, transfer or distribution of any Proprietary Rights, Other Intellectual Property or Software. Except as set forth in Section 4.11(a)(i) of the Disclosure Schedule, none of the Company Proprietary Rights, Other Intellectual Property or Company Software is subject to any outstanding Order, and no Action is pending or, to the Knowledge of the Company, threatened, that challenges the validity, enforceability, ownership, use or licensing of such Company Proprietary Rights, Other Intellectual Property or Company Software. The Proprietary Rights and Software listed on Section 1.1(e) of the Disclosure Schedule (under the applicable headings) and on Section 1.1(h) of the Disclosure Schedule (under the headings “Proprietary Rights License Agreements” and “Software License Agreements”) and the Other Intellectual Property constitute all of the intangible and intellectual property necessary to conduct the operations of the Business as currently conducted by Company and the Companies Subsidiaries. The Company and the Company Subsidiaries own all right, title, and interest in and to each of the Company Proprietary Rights, the Other Intellectual Property and the Company Software, free and clear of all Liens. The Company has obtained the freedom to operate opinions of legal counsel identified in Section 4.11(a)(ii) of the Disclosure Schedule.

(b) Section 1.1(e) of the Disclosure Schedule lists all Registered Proprietary Rights and the jurisdiction(s) in which each item of Registered Proprietary Rights is filed or registered, including the respective application or registration numbers, filing or registration dates, and any filing requirements and fees due within 90 calendar days after the Closing Date. Each item of Registered Proprietary Rights has been properly filed and maintained unless otherwise specified in Section 1.1(e) of the Disclosure Schedule and all Registered Proprietary Rights are currently in compliance with all formal legal requirements, including the payment of filing, examination and maintenance fees and timely filing of proofs of use, affidavits and renewal applications. Except as set forth in Section 4.11(a)(i) of the Disclosure Schedule, no Patents or Trademarks have been or are involved in any opposition, interference, invalidation, reexamination or cancellation. To the Knowledge of the Company, there are no patents or patent applications of any Person that are interfering or potentially interfering with the Registered Proprietary Rights of the

Company. To the Knowledge of the Company, no unexpired patents or patent applications exist that are adverse to the material interests of the Company or any Company Subsidiary. To the Knowledge of the Company, there is no (i) prior art that would adversely affect, void or invalidate any of the Company Proprietary Rights or (ii) conduct or use by the Company, any Company Subsidiary or any third party that would adversely affect, void or invalidate any of the Company Proprietary Rights. The Company and the Company Subsidiaries have the sole and exclusive right to bring any actions for infringement or unauthorized use of the Company Proprietary Rights.

(c) To the Knowledge of the Company, no employee or consultant of the Company or any Company Subsidiary is in violation of any requirement of Applicable Law applicable to such employee or consultant, or any term of any employment or consulting agreement, any patent or invention disclosure agreement, any non-competition or non-disclosure agreement, or any other contract or agreement relating to the relationship of such employee or consultant with the Company or any Company Subsidiary.

(d) The documentation relating to each Trade Secret is current and accurate and sufficient in detail and content in all material respects to identify and explain it and to allow its use without reliance on the knowledge or memory of any individual. The Trade Secrets are not part of the public knowledge or literature, and, have not been used, divulged, or appropriated either for the benefit of any Person or to the detriment of the Company. The Company and the Company Subsidiaries have taken reasonable precautions to protect the proprietary nature of each item of Company Proprietary Rights and Other Intellectual Property, and to maintain in confidence all Trade Secrets and Other Intellectual Property. The employees of the Company or any Company Subsidiary and all consultants, representatives and agents having access to Trade Secrets and Other Intellectual Property have executed valid and binding nondisclosure agreements, full and complete copies of which have been provided to Cardinal.

(e) The Company Software materially performs in accordance with the documentation, if any, used in connection with the Company Software, is in machine-readable form, contains all current revisions of the Company Software, and includes all object code and source code forms of the Company Software. Except as set forth on Section 4.11(e) of the Disclosure Schedule, no part of the source or object code included in any of the Company Software is copied from any source or object code included in any computer software product owned by any third party nor does any substantial similarity of any of such source or object code to any computer software product owned by any third party result from such source or object code being copied from any computer software product owned by any third party. The Company Software does not contain any "Self-Help Code," i.e., any back door, time bomb, drop dead device, or other software routine designed for the purpose of disabling a computer program automatically with the passage of time or under the positive control of any unauthorized person, or, to the Knowledge of the Company, contain any "Unauthorized Code," i.e., any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data or to perform any other such actions. No Open Source Materials are currently utilized in any

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Company Software distributed, marketed or sold by Company or any Company Subsidiary. Section 4.11(e) of the Disclosure Schedule sets forth all of the non-Company Software that is utilized in the Company Software. Section 1.1(e) of the Disclosure Schedule sets forth a complete list of all Software owned and used by the Company and the Company Subsidiaries, and indicates whether such Software is owned or licensed by the Company or the Company Subsidiaries. Section 1.1(h) of the Disclosure Schedule sets forth a complete list of the Software licensed and used by the Company or the Company Subsidiaries, other than Off-the-shelf Software, and indicates whether such Software is licensed by the Company or the Company Subsidiaries. The Company and the Company Subsidiaries own, or have a sufficient number of licenses to use, all Software licensed from third parties that is used in the conduct of the Business as currently conducted.

(f) All Company Proprietary Rights, Other Intellectual Property and Company Software written, developed, and created by employees of the Company or any Company Subsidiary was created by such employees acting within the scope of their employment, and to the extent that such Company Proprietary Rights and Company Software was written, developed, and created by any other Person, the Company or the Company Subsidiaries have obtained valid and enforceable written assignments of all rights related thereto. Neither the Company nor any Company Subsidiary has any obligation to compensate any employee or any other Person for the development, use, manufacture, sale or exploitation of the Company Proprietary Rights, Other Intellectual Property or Company Software or any products or services that incorporate or use any Company Proprietary Rights, Other Intellectual Property or Company Software. Neither the Company nor any Company Subsidiary has granted to any other Person any license, option or other rights to develop, use, sell or exploit in any manner the Company Proprietary Rights, the Other Intellectual Property or Company Software, whether requiring the payment of royalties or not. No governmental resources or funding, facilities or services of a university, college, other educational institution or research center or funding from third parties was used in the development of any Company Proprietary Rights, Other Intellectual Property or Company Software.

(g) The Company and the Company Subsidiaries are and have been at all times in compliance with the applicable privacy obligations under any Applicable Laws relating to use of any data that identifies or locates a particular Person and the medical information relating to such Person ("Personally Identifiable Information") and neither the execution, delivery or performance of this Agreement will violate or conflict with such Applicable Laws. Neither the Company nor any Company Subsidiary is a party to any Contract or subject to any other obligation that, (i) following the date of this Agreement, would prevent Cardinal or its Affiliates from using the Personally Identifiable Information or (ii) prevent the transfer of the Personally Identifiable Information to Cardinal. Neither the Company nor any Company Subsidiary has received written notice of any claims or controversies regarding the use of any Personally Identifiable Information. The Company and the Company Subsidiaries have taken commercially reasonable steps to protect the integrity and security of their Software, databases, systems, networks and all proprietary information and Personally Identifiable

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Information stored or contained therein or transmitted thereby from unauthorized or improper access, modification, transmittal or use, including use of the WPA encryption.

4.12 Title to and Condition of Properties.

(a) Except as set forth in Section 4.12(a) of the Disclosure Schedule, the Company has good, valid and indefeasible title to all of the Purchased Assets, and the Company Subsidiaries have good, valid and indefeasible title to all of their assets and properties of every kind, nature and description, tangible or intangible, wherever located. The Purchased Assets and the assets and properties of the Company Subsidiaries constitute all of the assets and property now used in and reasonably necessary for the conduct of the Business as presently conducted by the Company and the Company Subsidiaries (including all property and assets shown or reflected on the Audited Statements, the December Statements or the Interim Statements, when delivered), except for the Excluded Assets; provided, however, that the Company's only representations and warranties regarding the amount and nature of inventory shall be those set forth in Section 4.18(b). Except as set forth in Section 4.12(a) of the Disclosure Schedule, the Purchased Assets and the assets of the Company Subsidiaries are owned by the Company or the Company Subsidiaries, respectively, free and clear of all Liens other than Permitted Liens and are usable for their current uses without violating any Applicable Laws or any applicable private restriction, and such uses are legal conforming uses. Except as set forth in Section 4.12(a) of the Disclosure Schedule, no financing statement under any Applicable Law naming the Company, any Company Subsidiary or any of their respective predecessors is on file in the State of Kansas or the State of Texas or any other jurisdiction in which the Company or any Company Subsidiary owns property or does business, and neither the Company nor any Company Subsidiary is a party to or bound under any agreement or legal obligation authorizing any party to file any such financing statement with respect to the Purchased Assets or the assets of the Company Subsidiaries. The Company does not presently own, nor has it ever previously owned, any parcel of real property used in the Business. No Company Subsidiary presently owns, or has ever previously owned, any parcel of real property. Section 4.12(a) of the Disclosure Schedule contains a complete and accurate list of real property leased by the Company or any Company Subsidiary (as lessee) (the "Real Property"). Neither the Company nor any Company Subsidiary currently leases or conducts business operations on any real property other than the Real Property. Neither the Company nor any Company Subsidiary leases or subleases real property as lessor.

(b) Section 4.12(b) of the Disclosure Schedule lists all leases and subleases of Real Property, including all amendments thereto (the "Leases"). Each Lease is in full force and effect. The Company or a Company Subsidiary has a valid, existing and insurable leasehold interest in all Real Property.

(c) The Company has made available to Cardinal true and complete copies of all Leases and, to the extent such items are currently in the possession of the Company or any Company Subsidiary, all deeds, mortgages, deeds of trust, certificates of occupancy, operating manuals, the most recent title reports, surveys and similar documents, and all amendments thereof with respect to all Real Property.

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(d) There are no condemnation or appropriation Actions pending or, to the Knowledge of the Company, threatened against the Real Property or the improvements thereon. Except as set forth in Section 4.12(d) of the Disclosure Schedule, all Real Property and all Personal Property owned, leased or used by the Company or any Company Subsidiary in the operation of the Business is suitable for the purpose or purposes for which it is being used (including compliance with all Applicable Laws) and is in good condition and repair, ordinary wear and tear excepted; provided that, with respect to the Company's plastic extrusion molds included in the Personal Property (i) whose interior condition is not readily ascertainable and (ii) where the Company has adopted a written maintenance program associated with such molds, the determination of "good condition" is based solely upon such molds having been maintained in accordance with that written maintenance program. Section 4.12(d) of the Disclosure Schedule lists, and the Company has furnished or made available to Cardinal, copies of all engineering, geologic and environmental reports prepared by or for the Company or any Company Subsidiary or with respect to the real property leased or operated by the Company or any Company Subsidiary within the past five years that are currently in the possession of the Company or any Company Subsidiary.

4.13 Environmental Matters.

(a) As used herein, the term "Environmental Laws" means all federal, state, local or foreign Applicable Laws, whether now or hereafter in effect, relating to pollution or protection of human health or the environment (including ambient or indoor air, surface water, groundwater, land surface or subsurface strata), including emissions, discharges, releases or threatened releases of chemicals, petroleum, pollutants, contaminants, or industrial, toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, injunctions, judgments, licenses, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(b) Except as set forth in Section 4.13(b) of the Disclosure Schedule, there are, with respect to the Company, the Company Subsidiaries and their respective predecessors, no past or present violations of Environmental Laws, releases of any Hazardous Material into the environment, waste disposal practices on-site or off-site or actions, activities, circumstances, conditions, events, incidents, or contractual obligations that may give rise to any common law environmental liability or any liability under any Environmental Law, and neither the Company nor any Company Subsidiary has received any written notice with respect to any of the foregoing, nor is any Action pending or, to the Knowledge of the Company, threatened in writing in connection with any of the foregoing.

(c) Except as set forth in Section 4.13(c) of the Disclosure Schedule, no Hazardous Materials were or are contained on or about any real property currently or previously leased by the Company, any Company Subsidiary or their respective predecessors, except in accordance with applicable Environmental Laws, and no

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Hazardous Materials were released on or about any real property currently or previously leased by the Company, any Company Subsidiary or their respective predecessors, except in accordance with applicable Environmental Laws. To the extent the Company, any Company Subsidiary or their respective predecessors currently uses or previously used real property that the Company, any Company Subsidiary or their respective predecessors never owned or leased, no Hazardous Materials were or are contained on or about the portion of such property currently or previously used by the Company, any Company Subsidiary or their respective predecessors, except in accordance with applicable Environmental Laws, and no Hazardous Materials were released on or about any such portion of property previously used by the Company, any Company Subsidiary or their respective predecessors during the period the property was used by the Company, any Company Subsidiary or their respective predecessors in such a manner as may give rise to liability under Environmental Laws.

(d) Except as set forth in Section 4.13(d) of the Disclosure Schedule, to the Knowledge of the Company, there are no underground storage tanks on or under any real property currently leased or used by the Company or any Company Subsidiary. No underground storage tanks have been used by the Company or any Company Subsidiary on any real property currently leased or used by the Company or any Company Subsidiary.

(e) Except as set forth in Section 4.13(e) of the Disclosure Schedule, to the Knowledge of the Company, no asbestos-containing materials or PCBs are located on the real property leased or used by the Company or any Company Subsidiary.

(f) Neither the Company nor any Company Subsidiary has received any written notice from any Governmental Authority or private entity advising or asserting that (i) any real property currently leased or used by the Company or any Company Subsidiary, (ii) any real property previously leased or used by the Company, any Company Subsidiary or their respective predecessors, or (iii) the Company or any Company Subsidiary is the subject of any Action relating to the environmental condition of such property or the Company or any Company Subsidiary.

4.14 Litigation. Except as set forth in Section 4.14 of the Disclosure Schedule, there is no suit, claim, action, arbitration, hearing, investigation, charge, complaint, grievance, demand or proceeding (each, an "Action") pending or, to the Knowledge of the Company, threatened or being investigated, with respect to the Company, any Company Subsidiary or any of their respective officers or directors, as the case may be, or that otherwise relates to or may affect the Business or the Purchased Assets. Neither the Company nor any Company Subsidiary is subject to any outstanding Order that, individually or in the aggregate, has had or, insofar as can be reasonably foreseen, could have an adverse effect on the Company, any Company Subsidiary or the Business. Except as set forth in Section 4.14 of the Disclosure Schedule, since January 1, 2002, (a) there has not been any Action asserted, or to the Knowledge of the Company, threatened against the Company or any Company Subsidiary relating to their methods of doing business or their relationship with past, existing or future customers, lessees, users, purchasers or licensees of any Proprietary Rights, goods or services and (b) neither the Company nor any Company Subsidiary has been subject to any outstanding Order relating to their methods of

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doing business or their relationship with past, existing or future customers, lessees, users, purchasers or licensees of any Proprietary Rights, goods or services. There is no Action pending or, to the Knowledge of the Company, threatened with respect to any Shareholder relating to the transactions contemplated hereby. No Shareholder is subject to any outstanding Order relating to the transactions contemplated hereby. No questionnaire has been served on the Company or any Company Subsidiary by a UK Employee or Worker under any Employment Legislation which remains unanswered in full or in part.

4.15 Employee Benefit Matters.

(a) Section 4.15(a) of the Disclosure Schedule lists all Plans sponsored, maintained or contributed to, or required to be contributed to, by the Company, any Company Subsidiary or any of their respective ERISA Affiliates within the last six years, and separately identifies any Foreign Benefit Plans. With respect to each Plan, the Company has made available to Cardinal a true and complete copy of: (i) each writing constituting a part of such Plan, including, without limitation, all plan documents and amendments thereto, trust agreements, and insurance Contracts and other funding vehicles; (ii) the two most recent Annual Reports (Form 5500 Series) and accompanying schedules, if any; (iii) the current summary plan description, if any; (iv) the most recent annual financial report, if any; (v) the most recent determination letter from the Internal Revenue Service, if any; (vi) the most recent actuarial valuation, if any; (vii) all collective bargaining agreements, if any; (viii) any notices provided to either participants in any Plan or to any Governmental Authority relative to any Plan during the past three years; and (ix) all compliance reports and testing results provided by third party administrators, actuaries or others relative to any Plan during the past year, including, but not limited to, reports of compliance with Code Sections 401(k), 401(m), 415, 402(g), 410(b) or 401(a)(4). None of the Company, any Company Subsidiary or any of their respective ERISA Affiliates has any plan or commitment to create any additional Plan or to modify or change any existing Plan that would affect any employee, director, terminated employee or former director of the Company, any Company Subsidiary or any of their respective ERISA Affiliates. Except as set forth in Section 4.15(a) of the Disclosure Schedule, none of the Company, any Company Subsidiary or any of their respective ERISA Affiliates has any employees who are based outside of the United States.

(b) Except as set forth in Section 4.15(b) of the Disclosure Schedule, the Company, the Company Subsidiaries and their respective ERISA Affiliates have complied and are now in compliance with all provisions of ERISA, the Code and all Applicable Laws applicable to the Plans, including the timely filing of all reports required by ERISA or the Code and the timely giving of any notices required to be given to participants in any Plan under ERISA or the Code. Each Plan, including each Foreign Benefit Plan, has been operated in compliance with its terms and in accordance with all Applicable Laws, including ERISA and the Code, and each Plan that is intended to be a "qualified plan" within the meaning of Section 401(a) of the Code (a "Qualified Plan") has received a favorable determination letter as to its qualification and nothing has occurred, whether by action or inaction, that would reasonably be expected to cause the loss of such qualification. There is not now, and there are no existing, circumstances that could give rise to, any requirement for the posting of security with respect to a Plan or the

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imposition of any Lien on the assets of the Company, any Company Subsidiary or any of their respective ERISA Affiliates under ERISA or the Code. No statement, either written or oral, has been made by the Company, any Company Subsidiary or any of their respective ERISA Affiliates or their respective agents to any Person with respect to any Plan that was inconsistent therewith or which could have an adverse economic consequence for the Company, any Company Subsidiary or any of their respective ERISA Affiliates or any Plan.

(c) No Plan is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code. No Plan is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA (a "Multiemployer Plan") or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a "Multiple Employer Plan"), nor has the Company, any Company Subsidiary or any of their respective ERISA Affiliates, at any time within five years before the date hereof, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan.

(d) Except as set forth in Section 4.15(d) of the Disclosure Schedule, there does not now exist, and there are no existing, circumstances that could result in, any Controlled Group Liability that would be a liability of the Company, any Company Subsidiary or any of their respective ERISA Affiliates following the Closing. Without limiting the generality of the foregoing, none of the Company, any Company Subsidiary or any of their respective ERISA Affiliates has engaged in any transaction described in Section 4069 of ERISA or any transaction that constitutes a withdrawal under Section 4201 et seq. of ERISA. No event has occurred and no condition exists that would subject the Company Subsidiaries by reason of their affiliation with the Company to any material tax, fine, lien, penalty or other liability imposed by ERISA, the Code or other Applicable Law.

(e) Except as set forth in Section 4.15(e) of the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in, cause the accelerated vesting or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or consultant of the Company or any Company Subsidiary, and Section 4.15(e) of the Disclosure Schedule specifies the amount of any such payment or benefit. Without limiting the generality of the foregoing and except as set forth in Section 4.15(e) of the Disclosure Schedule, no amount paid or payable by the Company or any Company Subsidiary in connection with the transactions contemplated hereby either solely as a result thereof or as a result of such transactions in conjunction with any other events will be an "excess parachute payment" within the meaning of Section 280G of the Code. Section 4.15(e) of the Disclosure Schedule sets forth the maximum aggregate amount of any such "excess parachute payments."

(f) There are no Actions pending or, to the Knowledge of the Company, threatened (other than claims for benefits in the ordinary course), which have been asserted or instituted against the Plans, any fiduciaries thereof with respect to their duties to the Plans or the assets of any of the trusts under any of the Plans which could

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reasonably be expected to result in any material liability of the Company, any Company Subsidiary or the Business.

(g) Each Foreign Benefit Plan has been established, maintained and administered in compliance with its terms and Applicable Laws. No Company Subsidiary, nor any employee or director of a Company Subsidiary, has been a party to an act, or a deliberate failure to act, which would reasonably be expected to result in a contribution notice being issued to any company in such Company Subsidiary's group of companies by the Pensions Regulator (other than in connection with the transactions contemplated hereby). No Company Subsidiary has at any time within the 12 months prior to Closing been "connected" with or an "associate" of any employer which is or has been participating in a pension scheme to which section 32, 43, 47 or 58 of the Pensions Act 2004 applies. For these purposes "connected" and "associate" have the meanings given to them in Sections 435 and 249 of the Insolvency Act 1986, respectively. No financial support direction, contribution notice or restoration order has been issued by the Pensions Regulator under Sections 32, 43, 47 or 58 of the Pensions Act 2004 respectively against any Company Subsidiary or any director of any such Company Subsidiary. Each Company Subsidiary is indemnified by the Company in full against any liability arising under Section 75 or 75A of the Pensions Act 1995 as a result of the cessation of participation by the Company Subsidiary in any Plans at any time before or as a direct result of the Closing and all such liabilities have been or will be paid in full by the Company. The Company has made available to Cardinal copies of all written communications from the Pensions Regulator to any Company Subsidiary made in connection with the Pension Regulator's regulatory functions. Except in relation to the equalization of guaranteed minimum pensions, each Foreign Benefit Plan has complied with Article 141 of the Treaty of Rome.

4.16 Officers, Employees and Compensation. Section 4.16 of the Disclosure Schedule lists and describes the current compensation of any employee of the Company or any Company Subsidiary whose total current annual salary and bonus exceeds \$100,000. Except as disclosed in Section 4.16 of the Disclosure Schedule, there are no other forms of compensation paid to any such employee of the Company or any director, officer or employee of any Subsidiary in such capacity. Except as disclosed in Section 4.16 of the Disclosure Schedule, the amounts accrued on the books and records of the Company and the Company Subsidiaries as of the Closing Date for all commissions and other fees payable to agents, salesmen and representatives, vacation pay and sick pay will be adequate to cover the Company's and the Company Subsidiaries' liabilities for all such items as of the Closing Date. Except as set forth in Section 4.16 of the Disclosure Schedule, neither the Company nor any Company Subsidiary has become obligated, directly or indirectly, to any shareholder, director or officer of the Company or any Company Subsidiary or any Person related to such Person by blood or marriage, except for current liability for such compensation. Except as set forth in Section 4.16 of the Disclosure Schedule, to the Knowledge of the Company, no shareholder, director, officer, agent or employee of Holdings, the Company or any Company Subsidiary or any Person related to such Person by blood or marriage holds any position or office with or has any financial interest, direct or indirect, in any supplier, customer, landlord or account of, or other outside business that has or has had transactions with, the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary has any agreement or understanding with any shareholder, director, officer, employee or

representative of Holdings, the Company or any Company Subsidiary that would influence any such Person not to become associated with Cardinal from and after the Closing or from serving Cardinal or any Company Subsidiary after the Closing in a capacity similar to the capacity presently held.

4.17 Contracts.

(a) Section 1.1(h) of the Disclosure Schedule lists all of the Company Contracts and Section 4.17(a) of the Disclosure Schedule lists all contracts, agreements, contract rights, license agreements, franchise rights and agreements, policies, purchase and sales orders, quotations and executory commitments, arrangements and understandings, whether written or oral, to which any Company Subsidiary is a party (together with the Company Contracts, the "Contracts"), including those that fall within any of the following categories (and Section 4.17(a) of the Disclosure Schedule specifies each Contract that falls within the categories set forth in clauses (v), (vi) and (vii)):

- (i) Contracts with a Major Customer or Major Supplier, (ii) Contracts not entered into in the Ordinary Course of Business, (iii) joint venture, partnership and similar agreements, (iv) Contracts which are service contracts or equipment leases involving payments by the Company or any Company Subsidiary of more than \$75,000 per year, (v) Contracts containing covenants purporting to limit the freedom of the Company or any Company Subsidiary to compete in any line of business in any geographic area or to hire any individual or group of individuals, or requiring the Company or any Company Subsidiary to deal exclusively with or grant exclusive rights to any party, or refrain from dealing with products that are competitive with any other party's products, (vi) Contracts which after the Closing would have the effect of limiting the freedom of Cardinal or its Subsidiaries to compete in any line of business in any geographic area or to hire any individual or group of individuals, or requiring Cardinal or its Subsidiaries to deal exclusively with or grant exclusive rights to any party, or refrain from dealing with products that are competitive with any other party's products, (vii) Contracts that contain minimum purchase conditions or requirements or other terms that restrict or limit the purchasing relationships of the Company or any Company Subsidiary or their respective Affiliates, or any customer, licensee or lessee thereof, (viii) Contracts relating to any outstanding commitment for capital expenditures in excess of \$50,000, (ix) Contracts relating to the lease or sublease of or sale or purchase of real or personal property involving any annual expense or price in excess of \$50,000 and not cancelable by the Company or the Company Subsidiary party thereto (without premium or penalty) within 90 calendar days, (x) indentures, mortgages, promissory notes, loan agreements, guarantees of amounts in excess of \$50,000, letters of credit or other agreements or instruments of the Company or any Company Subsidiary or commitments for the borrowing or the lending of amounts in excess of \$50,000 by the Company or any Company Subsidiary or providing for the creation of any Lien upon any of the Purchased Assets or the assets of any of the Company's Subsidiaries, (xi) Contracts for which the liabilities and obligations pursuant thereto are required to be included in the Indebtedness Amount, (xii) Contracts that are fixed price, capitation or other risk sharing agreements with customers not cancelable by the Company or the Company Subsidiary party thereto (without premium or penalty) within 30 calendar days, (xiii) Contracts involving annual revenues or expenditures to the Business in excess of 3.0% of the Company's

consolidated annual revenues or expenditures for the year ended December 31, 2006, (xiv) Contracts providing for "earn-outs" or other contingent payments involving more than \$50,000 over the term of the Contract, (xv) Contracts with or for the benefit of any holder of capital stock or other equity interests or options to purchase capital stock or other equity interests of the Company, any Company Subsidiary, any Affiliate of the Company or any Company Subsidiary or any such holder or immediate family member thereof, (xvi) Contracts involving the payment by the Company or any Company Subsidiary of more than \$50,000 per year with suppliers of goods and services which goods and services are provided by or on behalf of the Company or any Company Subsidiary to customers of the Company or any Company Subsidiary (including any group purchase agreements) and (xvii) all other Contracts not called for above that are material to the Business as it is currently being conducted. Except as set forth in Section 4.17(a) of the Disclosure Schedule, all such Contracts are valid and binding obligations of the Company or the Company Subsidiary party thereto and, to the Knowledge of the Company, the valid and binding obligation of each other party thereto. Except as set forth in Section 4.17(a) of the Disclosure Schedule, none of the Company, any Company Subsidiary party thereto or, to the Knowledge of the Company, any other party thereto is in violation of or in default in respect of, nor has there occurred an event or condition which with the passage of time or giving of notice (or both) would constitute a default under or permit the termination of, any Contract.

(b) Except as set forth in Section 4.17(b) of the Disclosure Schedule, no consent, permission, waiver or approval is required to be obtained from, and no penalty, assessment or special payment is required to be paid to, and no notice is required to be sent to, any third party or Governmental Authority in order to provide to Cardinal, from and after the Closing, the benefits of the Contracts, except as required pursuant to the HSR Act.

4.18 Accounts Receivable; Inventories.

(a) Except as set forth in Section 4.18(a) of the Disclosure Schedule, all accounts and notes receivable (including lease and finance notes receivable) and accrued interest receivable of the Company and the Company Subsidiaries represent valid obligations arising from sales actually made or services actually performed and have arisen in the Ordinary Course of Business, and the allowance for doubtful accounts reflected on the consolidated balance sheet included in the Audited Statements, the December Statements and the Interim Statements are (or will be) as of the date thereof, established in accordance with GAAP.

(b) Except as set forth in Section 4.18(b) of the Disclosure Schedule, the inventories reflected on the consolidated balance sheet included in the Audited Statements, the December Statements and the Interim Statement have been (or will be) valued in accordance with GAAP. Appropriate adjustments arising from any physical inventory conducted since the date of the most recent Audited Statements have been correctly recorded in the Ordinary Course of Business. Such inventories (i) are carried at an amount not in excess of the lower of cost or net realizable value, and (ii) do not include any inventory that is obsolete or not usable or salable in the Ordinary Course of

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Business, in each case, net of reserves provided therefor. Such inventories consist of items of quality that the Company has determined are adequate for the conduct of the Business and inventory levels that are not in excess of normal operating requirements of the Company and the Company Subsidiaries.

4.19 Labor Matters.

(a) Except as set forth in Section 4.19(a) of the Disclosure Schedule, neither the Company nor any Company Subsidiary has any labor contracts, collective bargaining agreements or employment or consulting agreements with any Persons employed or engaged by the Company, any Company Subsidiary or any Persons otherwise performing services primarily for the Company or any Company Subsidiary. There is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of the Company, threatened against the Company or any Company Subsidiary, and neither the Company nor any Company Subsidiary has entered into any recognition agreement with a trade union or done any act which might be construed as recognition or has experienced any labor strike, organized slowdown or stoppage involving its employees since January 1, 2001.

(b) The Company has heretofore made available to Cardinal details of all UK Employees and Workers, the particulars of each UK Employee and Worker and the principal terms of their contract, including: (i) their current remuneration (including any benefits and privileges provided or which the Company or any Company Subsidiary is bound to provide) to them or their dependants, whether now or in the future; (ii) the commencement date of each contract and, if a UK Employee, the date on which continuous service began; (iii) the length of notice necessary to terminate each contract or, if a fixed term, the expiry date of the fixed term and details of any previous renewals; (iv) the type of contract (whether full or part-time or other); (v) their date of birth; (vi) any country in which the UK Employee or Worker works or performs services and/or is paid, if the UK Employee or Worker works or is paid outside England and Wales; and (vii) the law governing the contract, if the UK Employee or Worker works or is paid outside England and Wales.

(c) The Company has heretofore made available to Cardinal details of all persons who are not Workers and who are providing services to Enturia Limited under an agreement which is not a contract of employment (including, in particular, where the individual acts as a consultant or is on secondment from an employer) and the particulars of the terms on which the individual provides services, including: (i) the remuneration of each individual (including any benefits and privileges provided or which the Company or any Company Subsidiary is bound to provide to them or their dependants, whether now or in the future); (ii) the length of notice necessary to terminate each agreement or, if a fixed term, the expiry date of the fixed term and details of any previous renewals; (iii) any country in which the individual provides services, if the individual provides services outside England and Wales; and (iv) the law governing the agreement, if the individual provides services wholly or mainly outside England and Wales.

(d) Section 4.19(d) of the Disclosure Schedule includes details of all UK Employees and Workers who are on secondment, maternity, paternity, adoption or other leave or who are absent due to ill-health or for any other reason.

(e) No notice to terminate the contract of employment or engagement of any UK Employee or Worker (whether given by the relevant employer or by the UK Employee or Worker) is pending, outstanding or threatened and no dispute under any Employment Legislation or otherwise is outstanding between: (i) the Company or any Company Subsidiary and any current or former UK Employee relating to their employment, its termination and any reference given by the Company or any Company Subsidiary regarding them; and (ii) the Company or any Company Subsidiary and any current or former Worker relating to their contract, its termination and any reference given by the Company or any Company Subsidiary regarding them.

(f) Neither the Company nor any Company Subsidiary has any outstanding actual or contingent liability in connection with any termination of employment of a UK Employee (including redundancy payments) or for failure to comply with any order for the reinstatement or re-engagement of any UK Employee.

(g) Except as set forth in Section 4.19(g) of the Disclosure Schedule, neither the Company nor any Company Subsidiary has made or agreed to make a payment or provided or agreed to provide a benefit to a present or former UK Employee or Worker or to their dependants in connection with the actual or proposed termination or suspension of employment or variation of an employment contract.

(h) No Company Subsidiary has transferred or agreed to transfer any UK Employee or Worker from working for any Company Subsidiary or induced any UK Employee or Worker to resign their employment with any Company Subsidiary without the prior written consent of Cardinal.

(i) There are no sums owing to or from any UK Employee or Worker other than reimbursement of expenses, wages for the current salary period and holiday pay for the current holiday year.

(j) No offer of employment or engagement has been made by Enturia Limited that has not yet been accepted, or which has been accepted but where the employment or engagement has not yet started.

(k) Except as set forth in Section 4.19(k) of the Disclosure Schedule, all contracts between the Company or any Company Subsidiary and any UK Employee and Worker are terminable at any time on not more than three months' notice without compensation (other than for unfair dismissal or a statutory redundancy payment) or any liability on the part of the Company or any Company Subsidiary other than outstanding wages, commission or pension.

(l) Except as set forth in Section 4.19(l) of the Disclosure Schedule, neither the Company nor any Company Subsidiary is a party to, bound by or proposing to introduce in respect of any of its UK directors or UK Employees any redundancy payment scheme in addition to statutory redundancy pay, nor is there any agreed procedure for redundancy selection.

(m) Except as set forth in Section 4.19(m) of the Disclosure Schedule, neither the Company nor any Company Subsidiary is a party to, bound by or proposing to introduce in respect of any of its UK directors, UK Employees or Workers any share option, profit sharing, bonus, commission or any other scheme relating to the profit or sales of the Company or any Company Subsidiary.

(n) Except as set forth in Section 4.19(n) of the Disclosure Schedule, neither the Company nor any Company Subsidiary has offered, promised or agreed to any future variation in the contract of any UK Employee or Worker.

(o) The Company has heretofore made available to Cardinal: (i) copies of all contracts, handbooks, policies and other documents which apply to any of the UK Employees and Workers; and (ii) copies of all agreements or arrangements with any trade union, employee representative or body of employees or their representatives (whether binding or not) and details of any such unwritten agreements or arrangements which may affect any UK Employee or Worker.

4.20 Operation of Business; Relationships. Section 4.20 of the Disclosure Schedule sets forth (a) a list of the top 25 suppliers (or subcontractors) of goods or services to the Company or any Company Subsidiary (each, a "Major Supplier") for the ten-month period ending on October 31, 2007, by the approximate dollar amount paid to each such Major Supplier, together with the amount paid during such period, and (b) a list of the top 25 customers of the Company or any Company Subsidiary (each, a "Major Customer") for the ten-month period ending on October 31, 2007, ranked by the approximate dollar amount of revenue generated from each such Major Customer, together with the amount of net revenue during such period. All written Contracts that exist with each Major Supplier and each Major Customer are included in the Contracts. Neither the Company nor any Company Subsidiary is engaged in any dispute with any Major Supplier or Major Customer and, to the Knowledge of the Company, no Major Supplier or Major Customer intends to terminate, limit or reduce its business relations with the Business, the Company or any Company Subsidiary. Section 4.20 of the Disclosure Schedule describes each termination or non-renewal that has occurred with respect to any Contract with any Major Supplier or any Major Customer from January 1, 2007 to the date of this Agreement. The relationships of the Business, the Company and the Company Subsidiaries with their respective customers, suppliers and subcontractors are reasonably satisfactory, and to the Knowledge of the Company as of the date of this Agreement, the execution of this Agreement, and the consummation of the transactions contemplated hereby, will not materially adversely affect the relationships of the Business, the Company or any Subsidiary with such customers, suppliers or subcontractors.

4.21 Product Warranties and Liabilities. Section 4.21 of the Disclosure Schedule lists all forms of warranties, guaranties or assurances of products and services that are in effect and have been made by the Company or any Company Subsidiary, other than warranties that are implied as a matter of Applicable Law. Section 4.21 of the Disclosure Schedule sets forth a description of each pending or, to the Knowledge of the Company, threatened Action under any warranty or guaranty against the Company or any Company Subsidiary. Except as set forth in Section 4.21 of the Disclosure Schedule, neither the Company nor any Company Subsidiary has incurred, nor, to the Knowledge of the Company, is there any basis for alleging, any liability, damage, loss, cost or expense as a result of any material defect or deficiency (whether of design, materials, workmanship, labeling instructions or otherwise) ("Product Liability") with respect to any product sold or services rendered by or on behalf of the Company or any Company Subsidiary (including any licensee thereof) since January 1, 2002 and prior to the Closing that has had or, insofar as can be reasonably foreseen, could have an adverse effect on the Business or any Company Subsidiary in an amount in excess of \$100,000, whether such Product Liability

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is incurred by reason of any express or implied warranty (including any warranty of merchantability or fitness), any doctrine of common law (tort, contract or other), any statutory provision or otherwise and irrespective of whether such Product Liability is covered by insurance.

4.22 Insurance. The assets, properties and operations of the Company and the Company Subsidiaries are and have been insured under various policies of property and casualty insurance, of which all such policies in effect during the past five years are described in Section 4.22 of the Disclosure Schedule, which section discloses (a) any and all policies covering general liability, excess liability, product liability, workers' compensation, auto liability, foreign liability, property damage, directors and officers liability, fiduciary liability, employment practices liability, professional liability, errors and omissions liability, or environmental liability of the Company and the Company Subsidiaries or the Company's or any Company Subsidiary's employees, officers, directors, property, or business, and (b) for each such policy the risks insured against, insurer name, policy number, policy dates, occurrence and aggregate coverage limits, retentions and deductible amounts, premium, broker name, and whether the terms of such policy provide for retrospective premium adjustments. All such policies are in full force and effect in accordance with their terms, no notice of cancellation or non-renewal of such policies has been received, and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default by the Company or any Company Subsidiary thereunder. Such policies are in amounts that the Company has determined are customary, adequate and suitable in relation to the Company, the Company Subsidiaries, the Business and the assets and liabilities relating thereto and all premiums to date have been paid in full. The Company and the Company Subsidiaries are a "named insured" or an "insured" under such insurance policies. Neither the Company nor any Company Subsidiary has been refused any insurance, nor has their coverage been limited, by any insurance carrier to which they have applied for insurance or with which they have carried insurance during the past two years. Section 4.22 of the Disclosure Schedule also contains a true and complete description of all outstanding bonds and other surety arrangements issued or entered into by the Company or any Company Subsidiary in connection with the Business and the assets and liabilities relating thereto.

4.23 Books of Account; Records. The Company's and the Company Subsidiaries' general ledgers, stock record books, minute books and other material records relating to the assets and the outstanding legal obligations of the Company and the Company Subsidiaries are, in all material respects, complete and correct, and have been maintained in accordance with good business practices and the financial information contained therein are appropriately and accurately reflected in the Audited Statements and the December Statements.

4.24 Affiliate Transactions. Except (a) as disclosed in Section 4.24 of the Disclosure Schedule, (b) as described with reasonable specificity on the separate financial statements of the Company and the financial statements of the Company Subsidiaries prepared on a standalone basis as of the date of the December Statements (the "Consolidating Financial Statements"), copies of which have been received by Cardinal, or (c) for accounts or notes receivable owed to the Company by a shareholder of Holdings that are Excluded Assets, (i) there are no liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due (arising under a Contract or otherwise) between the

Company or any Company Subsidiary, on the one hand, and any Affiliate of the Company or any Company Subsidiary, on the other, that are a part of the Assumed Liabilities or Purchased Assets or that are an asset or liability of a Company Subsidiary, (ii) no officer, member, manager, director or Affiliate of the Company or any Company Subsidiary has any interest in any Contract, loan, arrangement or understanding with, or relating to, the Company, any Company Subsidiary or the Business that are a part of the Purchased Assets or the Assumed Liabilities or that are an asset or liability of a Company Subsidiary, (iii) no such Affiliate provides any assets or services to the Business or any Company Subsidiary other than services as an officer, member, manager, director or employee, as the case may be, and (iv) neither the Company nor any Company Subsidiary provides any assets or services to any such Affiliate that are a part of the Purchased Assets or the Assumed Liabilities or that are an asset or liability of a Company Subsidiary. No accounts receivable, notes receivable and other receivables and accounts payable owed to or due from any Affiliate of the Company or any Company Subsidiary (other than intercompany receivables among the Company and any Company Subsidiary) are included in the Purchased Assets or the Assumed Liabilities. Except as disclosed in Section 4.24 of the Disclosure Schedule, since January 1, 2006, all settlements of liabilities between the Company or any Company Subsidiary, on the one hand, and any Affiliate of the Company or any Company Subsidiary, on the other, have been made in the Ordinary Course of Business.

ARTICLE V. ADDITIONAL COVENANTS OF THE PARTIES

5.1 Mutual Covenants. The parties hereto agree as follows with respect to the period from and after the execution of this Agreement:

(a) General. Each of the parties shall use all reasonable efforts to take all action and to do all things necessary, proper or advisable to consummate the transactions contemplated hereby (including using all reasonable efforts to cause the conditions set forth in Article VI for which it is responsible to be satisfied as soon as reasonably practicable and to prepare, execute and deliver such further instruments and take or cause to be taken such other and further action as any other party hereto shall reasonably request, including taking such actions as are required to transfer the bank accounts of the Company that are not Excluded Assets to Cardinal at Closing).

(b) HSR Act. Within five Business Days after the date hereof, each of the parties hereto will file any Notification and Report Forms and related materials required to be filed by it with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice under the HSR Act with respect to the transactions contemplated hereby, will use all reasonable efforts to obtain an early termination of the applicable waiting period, and will promptly make any further filings pursuant thereto that may be necessary, proper or advisable. Cardinal and the Company agree to cooperate with respect to, and to cause each of their respective Subsidiaries to cooperate with respect to, and agree to use all reasonable efforts to contest and resist, any Action, including legislative, administrative or judicial Action, and to have vacated, lifted, reversed or overturned any Order of any Governmental Authority that is in effect and that restricts, prevents or prohibits the consummation of the transactions contemplated hereby,

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including, without limitation, by pursuing all available avenues of administrative and judicial appeal and all available legislative action. Upon the terms and subject to the conditions set forth in this Agreement, in connection with the HSR Act, each of the Company and Cardinal agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an Action by, any Governmental Authority; provided, however, that a party shall not be obligated to take any action pursuant to this Section 5.1(b) if the taking of such action or the obtaining of any waiver, consent, approval or exemption is reasonably likely (i) to adversely impact the economic or business benefits of the transactions contemplated hereby or (ii) to result in an Order (A) prohibiting or limiting the ownership or operation by Cardinal of any portion of the Business or the assets of the Company or any Company Subsidiary or compelling Cardinal to dispose of or hold separate any of the business or assets of Cardinal or its Subsidiaries or any portion of the Business or assets of the Company or any Company Subsidiary as a result of the transactions contemplated hereby, (B) imposing limitations on the ability of Cardinal to acquire or hold, or exercise full rights of ownership of, any shares of capital stock of any of the Company's Subsidiaries, including, without limitation, the right to vote such capital stock on all matters properly presented to the shareholders of such Subsidiary, or (C) prohibiting Cardinal from effectively controlling in any material respect the Business or the operations of the Company and the Company Subsidiaries. In connection with any communication by the Company, the Company Subsidiaries or their Affiliates to a Governmental Authority in connection with the HSR Act, the Company, the Company Subsidiaries and their Affiliates (i) shall provide copies of all draft communications to Cardinal and its advisors prior to any communication with a Governmental Authority, (ii) shall accept all additions, deletions or changes reasonably requested by Cardinal and its advisors in connection therewith, (iii) shall provide a final copy of all such communications to Cardinal and its advisors, and (iv) shall not independently participate in any meeting, or engage in any substantive conversation, with any Governmental Authority without giving Cardinal and its advisors prior notice of the meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate. Cardinal and its advisors will take the lead in any meeting or substantive conversation with any Governmental Authority in connection with the HSR Act, to the extent permitted by such Governmental Authority.

(c) Other Governmental Matters. Each of the parties shall use all reasonable efforts to take any additional action that may be necessary, proper or advisable in connection with any other notices to, filings with, and authorizations, consents and approvals of any Governmental Authority that it may be required to give, make or obtain.

(d) Public Announcements. No party will make any public statement concerning this Agreement without the prior express written consent of the other party.

Except as provided herein, all terms of this Agreement are confidential. No party will disclose the terms of this Agreement absent consent of the opposing party, or a valid subpoena or court order. In the event that any party receives a subpoena or court order that would require the production of this Agreement, the party receiving the request will notify the other parties, in writing and prior to producing this Agreement, of its intent to produce this Agreement to the requesting Governmental Authority. Notwithstanding anything contained in this Agreement to the contrary, Cardinal and its Affiliates shall be permitted to issue any press release, make any public announcement or file any document with any Governmental Authority or other Person as and to the extent required (in the sole judgment of Cardinal or its legal counsel) under Applicable Laws or the rules or regulations of the New York Stock Exchange.

(e) Confidentiality. Holdings and Cardinal are parties to a confidentiality agreement, dated November 9, 2007, which shall remain in full force and effect hereafter independently of the execution, consummation, or termination of this Agreement in accordance with its terms. The Company and the Shareholders agree that they will keep confidential and not disclose, except to their representatives for the purpose of consummating the transactions contemplated by this Agreement or as required by Applicable Law, any information relating to the Company, the Company Subsidiaries, the Business or their respective operations, any information received from Cardinal or its Subsidiaries or Affiliates, or, subject to Section 5.1(d) above, the terms, conditions and other facts concerning this Agreement, including the existence of this Agreement; provided, however, that the obligations of the Company and the Shareholders under this Section 5.1(e) with respect to any information relating to the Company, the Company Subsidiaries, the Business or their respective operations will terminate upon termination of this Agreement in accordance with Article VII. If this Agreement terminates before Closing, (i) the Company, the Company Subsidiaries and the Shareholders shall return promptly to Cardinal all information regarding Cardinal and its Subsidiaries and Affiliates and cause its representatives also to return any such information, and (ii) Cardinal shall return promptly to the Company all information regarding the Company, the Company Subsidiaries and their Affiliates and cause its representatives also to return any such information.

(f) Further Assurances. The Company and the Shareholders from time to time after the Closing, at Cardinal's request, shall execute, acknowledge and deliver to Cardinal such other instruments of conveyance and transfer and shall take such other actions and execute and deliver such other documents, certifications and further assurances as Cardinal may reasonably request in order to vest more effectively in Cardinal, or to put Cardinal more fully in possession of, any of the Purchased Assets, or to better enable Cardinal to complete, perform or discharge any of the Assumed Liabilities. Each party hereto will cooperate with the other party and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party as necessary to carry out, evidence and confirm the intended purposes of this Agreement. The Company and the Shareholders, if requested by Cardinal, will cooperate with and assist Cardinal in obtaining "tail" insurance coverage, at Cardinal's sole cost and expense, for any insurance policies currently or previously owned by the Company that provide for

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coverage on a "claims made" basis. In addition to the foregoing, the Company appoints Cardinal, effective as of the Closing, the attorney of the Company with full power of substitution, in the name of Cardinal or the name of the Company, on behalf of and for the benefit of Cardinal, to collect all accounts receivable that are not Excluded Assets and other items hereby transferred and assigned to Cardinal, to endorse, without recourse, all checks in the name of the Company the proceeds of which Cardinal is entitled to hereunder and to prosecute, in the name of the Company, all proceeds which Cardinal may deem proper to enforce any claim of any kind in or to the Purchased Assets. The Company agrees that the foregoing powers are coupled with an interest, shall be irrevocable, and shall not be affected by the dissolution of the Company or for any other reason. The Company further agrees that Cardinal shall retain for its own account any amounts collected pursuant to the foregoing powers, and the Company shall pay or transfer to Cardinal, if and when received, any amounts which shall be received by the Company after the Closing in respect of any accounts receivable or other assets or rights transferred to Cardinal pursuant to this Agreement. The Parties agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to or copies of books and records) as is reasonably necessary to respond to any audit or subpoena by any Governmental Authority, and prosecute or defend any claim, suit or proceeding relating thereto.

(g) Adjustments to Working Capital Amount. Between the date hereof and the Closing, Cardinal and the Company agree to negotiate in good faith to enter into a letter agreement (the "Letter Agreement") to be effective and consummated prior to Closing to address the possibility that (x) the amount of cash available in the Company at Closing is less than (y) the difference between the Working Capital Amount projected to be set forth in the Closing Certificate less the Target Working Capital Amount (the "Excess"). The Letter Agreement shall provide a method whereby at or prior to Closing Cardinal shall (i) purchase non-cash assets included in the Working Capital Amount for cash, (ii) accelerate the payment in cash of a Cardinal Affiliate's obligations to the Company included in the Working Capital Amount, (iii) assume or otherwise agree to pay, or reimburse the Company for, as current liabilities (thereby reducing the Working Capital Amount), certain liabilities of the Company that are not otherwise designated in Section 9.1 of the Disclosure Schedule to be included in the Working Capital Amount or (z) otherwise assist the Company to adjust the amounts of assets or liabilities of the Company such that prior to Closing the Company has cash that it can withhold from the Working Capital Amount in at least the amount of the Excess projected to be in the Closing Certificate.

5.2 Covenants of Cardinal.

(a) Notification of Certain Matters. Cardinal shall give prompt notice to the Company of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause any Cardinal representation or warranty contained in this Agreement to be untrue or inaccurate at or prior to the Closing and (ii) any material failure of Cardinal to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any

notice pursuant to this Section 5.2(a) shall not limit or otherwise affect the remedies available hereunder to the Company and the Shareholders.

(b) Benefit Plans.

(i) Subject to Cardinal's standard hiring processes and procedures, such as those relating to background checks, drug testing and accepting Cardinal's Ethics Policy, Cardinal shall offer to hire, as of the Closing Date, each Active Employee. The Active Employees who have accepted such offer of employment effective on the Closing Date (the "Hired Active Employees") shall be employed on aggregate terms and conditions of compensation and benefits comparable to those currently in effect for similarly situated employees of Cardinal. Effective immediately before the Closing, the Company will terminate the employment of all of its Active Employees. The provisions of this Section 5.2(b) are solely for the benefit of the parties to this Agreement, and no employee or former employee of the Company or any other individual associated therewith shall be regarded for any purpose as a third party beneficiary of this Agreement as a result of this Section 5.2(b). The Company will be solely liable for any severance payment required to be made to its employees due to the transactions contemplated by this Agreement, including the termination of employment.

(ii) Any expressed intention by Cardinal to extend offers of employment as set forth in this Section 5.2(b) will not constitute any contract on the part of Cardinal to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Cardinal may establish pursuant to individual offers of employment, and employment offered by Cardinal is "at will" and may be terminated by Cardinal or by an employee at any time for any reason (subject to any written commitments to the contrary made by Cardinal or an employee and Applicable Law). Nothing in this Agreement will be deemed to prevent or restrict in any way the right of Cardinal to terminate, reassign, promote or demote any of the Hired Active Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees.

(iii) The Company will retain liability for the payment to Active Employees of (A) all wages and other remuneration due to Active Employees with respect to their services as employees of the Company through the Closing (other than vacation and sick pay earned on or after January 1, 2008 and on or prior to the Closing Date), including pro-rata bonus and retention payments and all vacation and sick pay earned on or before December 31, 2007, (B) any termination or severance payments under the Plans, and (C) the provision of group health plan continuation coverage in accordance with the requirements of ERISA Section 601 et seq. and Code Section 4980B relative to qualifying events occurring before the Closing Date. The Company will accrue for vacation and sick pay earned on or after January 1, 2008 and on or prior to the Closing Date

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and the amount of that accrual will be treated as a current liability in calculating the Working Capital Amount.

(iv) The Company will retain liability for any claims made or incurred by Active Employees and their beneficiaries through the Closing Date under the Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

(v) The Company will transfer, or cause to be transferred, the unclaimed health care flexible spending account balances and the dependent care flexible spending account balances of the Hired Active Employees under the Company's or any of its Affiliate's employee benefit plans to the health care flexible spending plan and dependent care flexible spending account plan maintained by Cardinal or one of its Affiliates no later than 30 days following the Closing Date, or such later date that such Hired Active Employees are hired by Cardinal, and Cardinal shall assume all outstanding obligations and liabilities for such benefits for the Hired Active Employees. The health care flexible spending plan and dependent care flexible spending plan maintained by Cardinal shall provide for the health care reimbursement and dependent care reimbursement benefits for the Hired Active Employees under those plans, respectively, for the remainder of the current plan years of those plans (including for any amounts incurred under the Company's health care flexible spending account plan or dependent care flexible spending account plan prior to the Closing but which are not claimed by the Hired Active Employees prior to the Closing). The elections of the Hired Active Employees under the Company's healthcare flexible spending account plan and dependent care flexible spending account plan for calendar year 2008 shall be carried over to and recognized as the elections of such Hired Active Employees under the Cardinal Parent healthcare flexible spending account plan and dependent care flexible spending account plan, respectively, and may not be modified by such Hired Active Employees absent a change in family status event recognized under Applicable Law and the terms of the Cardinal Parent healthcare flexible spending account plan or dependent care flexible spending account plan, as applicable.

(vi) All Hired Active Employees who are participants in the Plans that are pension plans as defined in ERISA Section 3(2) will retain their accrued benefits under such Plans as of the Closing Date. The Company (or the applicable Plan) will retain sole liability for the payment of such benefits as and when such Hired Active Employees become eligible for them under such Plans. The Company will cause the Hired Active Employees to be fully and immediately vested in their accrued benefits under each such Plan as of the Closing Date.

(vii) For all purposes under the employee benefit plans, practices or arrangements of Cardinal providing benefits to any Hired Active Employee after

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the Closing Date, each Hired Active Employee shall be credited with all years of service for which such Hired Active Employee was credited before the Closing Date under any similar employee benefit plans, practices or arrangements of the Company and the Company Subsidiaries, except for the purposes of benefit accrual under any defined benefit pension plan.

(viii) The Company and Cardinal will give any notices required by Applicable Law and take whatever other actions as may be necessary to carry out the arrangements described in this Section 5.2(b). The Company and Cardinal will provide each other with such Plan documents and summary plan descriptions, employee data or other information as may be reasonably required to carry out the arrangements described in this Section 5.2(b). The Company will provide Cardinal with completed I-9 forms and attachments with respect to all Hired Active Employees, except for such employees as the Company certifies in writing to Cardinal are exempt from such requirement.

(c) Ordinary Course of Business. Prior to the earlier of Closing or termination of this Agreement in accordance with Article VII, Cardinal shall maintain all purchasing, distributing and other relationships with the Company or relating to the Business in the Ordinary Course of Business, including purchasing products from the Company and paying receivables owed to the Company in quantities, amounts and terms and at times consistent with Cardinal's past practice in all material respects.

5.3 Covenants of the Company and the Shareholders.

(a) Conduct of the Company's Operations. During the period from the date of this Agreement to the Closing Date, the Company shall, and shall take all actions as may be reasonably necessary to cause the Company Subsidiaries to, and the Shareholders shall take all actions as may be reasonably necessary to cause the Company and the Company Subsidiaries to: (i) conduct their operations in the Ordinary Course of Business, except as expressly contemplated by this Agreement and the transactions contemplated hereby; (ii) use commercially reasonable efforts to maintain and preserve the business organizations and the material rights of the Company and the Company Subsidiaries; (iii) use commercially reasonable efforts to retain the services of the officers, members, managers and key employees of the Company and the Company Subsidiaries; (iv) use commercially reasonable efforts to maintain relationships with customers, suppliers, lessees and licensees of the Company and the Company Subsidiaries and other third parties; and (v) use commercially reasonable efforts to maintain the operating assets of the Company and the Company Subsidiaries in their current condition (normal wear and tear excepted), to the end that their goodwill and ongoing business shall not be impaired in any material respect. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing Date, the Company shall not, and the Company shall cause the Company Subsidiaries to not, except as otherwise expressly contemplated by this Agreement or as set forth in Section 5.3(a) of the Disclosure Schedule, without the prior written consent of Cardinal, which will not be unreasonably withheld:

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(i) do or effect any of the following actions with respect to the securities of the Company Subsidiaries: (A) adjust, split, combine or reclassify those capital stock interests or other equity interests or other securities, (B) grant any Person any right or option to acquire any of those capital stock interests or other equity interests, (C) issue, deliver or sell or agree to issue, deliver or sell any additional capital stock or other equity interests or any securities or obligations convertible into or exchangeable or exercisable for any of those capital stock interests or other equity interests or such securities, or (D) enter into any Contract with respect to the sale or voting of those capital stock interests or other equity interests;

(ii) directly or indirectly sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any of the Purchased Assets or the material property or assets of the Company Subsidiaries, other than in the Ordinary Course of Business;

(iii) make or propose any changes in the Organizational Documents of the Company Subsidiaries;

(iv) merge or consolidate with any other Person or acquire the assets (other than the acquisition of inventory, supplies and equipment in the Ordinary Course of Business) or capital stock or other equity interests of any other Person, or enter into any confidentiality agreement with any Person in contemplation of any of the foregoing;

(v) incur, create, assume or otherwise become liable for any Indebtedness Amount other than in the Ordinary Course of Business; assume, guarantee, endorse or otherwise as an accommodation become responsible or liable for the obligations of any other Person;

(vi) create any new subsidiaries;

(vii) enter into or modify any employment, severance, termination or similar agreements, arrangements or Plans with, or grant any bonuses, salary increases, severance or termination pay to, any officer, director, member, manager, consultant or employee, as the case may be, or otherwise increase the compensation or benefits provided to any officer, director, member, manager, consultant or employee, as the case may be, except for salary and benefit increases or bonuses granted in the Ordinary Course of Business to employees who are not officers or directors, and except as may be required by Applicable Law or a binding written Contract in effect prior to the date of this Agreement;

(viii) terminate or transfer the employment of any UK Employee;

(ix) appoint or make any offer of employment to any potential new employee of Enturia Limited or re-employ any former employee of Enturia Limited;

- (x) enter into, adopt or amend any Plan;
- (xi) change its method of doing business or change any method or principle of accounting in a manner that is inconsistent with past practice;
- (xii) settle any Actions that are a part of the Assumed Liabilities or as to which any Company Subsidiary is a party, whether now pending or hereafter made or brought involving an amount in excess of \$50,000;
- (xiii) write up, write down or write off the book value of any assets that are a part of the Purchased Assets or are assets of the Company Subsidiaries, individually or in the aggregate, in excess of \$50,000, except for depreciation and amortization in accordance with GAAP as consistently applied by the Company;
- (xiv) modify, amend or terminate, or waive, release or assign any material rights or claims with respect to, any material Contract set forth in Section 1.1(h) or Section 4.17(a) of the Disclosure Schedule, any other material Contract to which the Company or any Company Subsidiary is a party or any confidentiality agreement to which the Company or any Company Subsidiary is a party, in each case if such contract or agreement is a part of the Purchased Assets or an obligation of a Company Subsidiary;
- (xv) incur or commit to any capital expenditures, obligations or liabilities by any Company Subsidiary or relating to the Purchased Assets or that will be Assumed Liabilities in respect thereof which in the aggregate exceed or will exceed \$50,000;
- (xvi) make any material changes or modifications to any pricing policy or investment policy relating to the Business or enter into any new leases relating to the Business on terms different from those customarily entered into by the Company and the Company Subsidiaries in the Ordinary Course of Business;
- (xvii) make any loan or advance to any Person other than credit extended to its customers in the Ordinary Course of Business, if such loans or advances are a part of the Assumed Liabilities or made by any Company Subsidiary;
- (xviii) enter into or carry out any other material transaction (with respect to the Company, relating to the Business) other than in the Ordinary Course of Business;
- (xix) make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment relating to any Company Subsidiary, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Company Subsidiary, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent

or other action may have the effect of increasing the Tax liability of any Company Subsidiary for any period ending after the Closing Date or decreasing any Tax attribute of the Company or any Company Subsidiary existing on the Closing Date;

(xx) agree in writing or otherwise to take any of the foregoing actions.

(b) Intellectual Property Matters. The Company shall, and shall cause the Company Subsidiaries to, use commercially reasonable efforts to preserve their ownership rights to the Company Proprietary Rights and Other Intellectual Property free and clear of any Liens and shall use commercially reasonable efforts to assert, contest and prosecute any infringement of any issued foreign or domestic patent, trademark, service mark, trade name or copyright that forms a part of the Company Proprietary Rights or any misappropriation or disclosure of any trade secret, confidential information or know-how of the Company and the Company Subsidiaries, all in a manner consistent with past practices or as reasonably requested by Cardinal Sub in writing.

(c) Inspection and Access to Information. From the date of this Agreement to the Closing Date, the Company shall (i) provide Cardinal with such information as it may from time to time reasonably request with respect to the Business and the operations of the Company and the Company Subsidiaries and the transactions contemplated hereby, (ii) provide Cardinal and its officers, counsel, accountants, outside environmental consultants, actuaries and other authorized representatives access during regular business hours and upon reasonable notice to the properties, assets, books, records, offices, personnel, counsel, accountants, actuaries, customers and suppliers of the Company and the Company Subsidiaries as Cardinal may from time to time reasonably request; provided, however, that Cardinal shall indemnify and hold the Company harmless from and against any and all Damages (as defined below) caused by Cardinal and its representatives while inspecting the properties or assets, without regard to Section 8.3 below, and (iii) permit Cardinal to make such inspections and inquiries thereof as Cardinal may reasonably request. Any investigation pursuant to this Section 5.3(c) shall be conducted in such a manner so as not to disparage, defame, interfere unreasonably with the operation of the Company or the Business, and shall be conducted only in a manner reasonably approved in advance by the Company and with the participation of persons designated by the Company in any contacts with any suppliers, customers, employees, or other third parties. No such investigation (or any disclosure made at any time by or on behalf of the Company or any Company Subsidiary to Cardinal, other than those disclosures contained in this Agreement or the Disclosure Schedule) shall limit or modify in any way, or act or result in a waiver of, the Company's or the Shareholders' obligations with respect to any breach of their representations, warranties, covenants or agreements contained herein (including conditions to Closing or indemnification obligations).

(d) Interim Financial Statements. The Company shall deliver to Cardinal the applicable Interim Statements within 15 Business Days following the end of each calendar month ending after the date hereof and before the Closing Date.

(e) Notification of Certain Matters. The Company shall give prompt notice to Cardinal of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause any representation or warranty of the Company contained in this Agreement to be untrue or inaccurate at or prior to the Closing Date and (ii) any material failure of the Company or the Shareholders to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by them hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.3(e) shall not limit or otherwise affect the remedies available hereunder to Cardinal.

(f) Tax Matters.

(i) The parties agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax.

(ii) All excise, sales, use, value added, registration, stamp, recording, documentary, conveyance, franchise, property, transfer, gains and similar Taxes, levies, charges and fees (collectively, "Transfer Taxes") incurred in connection with the transactions contemplated by this Agreement shall be borne by the Company. The Company, the Shareholders and Cardinal shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation. The party that is required by Applicable Law to make the filings, reports, or returns with respect to any applicable Transfer Taxes shall do so, and the other party shall cooperate with respect thereto as necessary.

(iii) Any agreement between the Company and any Company Subsidiary regarding allocation or payment of Taxes or amounts in lieu of Taxes shall be deemed terminated as of the Closing.

(g) Change in Name. At the Closing, the Shareholders shall cause Holdings and the Company to amend their respective Organizational Documents to change their respective corporate names to corporate names that do not include the name "Enturia" or variants thereof. In addition, neither Holdings nor the Company shall do business under or utilize any trademark or service mark of the Business from and after the Closing, and the Shareholders shall cause Holdings and the Company to file the instruments reasonably necessary to terminate their respective rights to do business under or utilize a trademark or service mark of the Business. From and for a period of three years after the Closing Date, the Shareholders shall cause Holdings and the Company to sign such other consents and take such other actions as between Cardinal, on the one hand, and the Shareholders, Holdings and the Company, on the other hand, as Cardinal shall reasonably request in order to permit Cardinal to have exclusive use of the name "Enturia" and variants thereof.

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(h) Injunctive Relief. The Company and the Shareholders acknowledge and agree that Cardinal's remedies at law for any violation or attempted violation of any of the Company's or the Shareholders' obligations under this Article V would be inadequate and incomplete, and agree that in the event of any such violation or attempted violation, Cardinal shall be entitled to a temporary restraining order, temporary and permanent injunctions, and other equitable relief, without the necessity of posting any bond or proving any actual damage, in addition to all other rights and remedies which may be available to Cardinal from time to time.

(i) Personnel Records. Upon Closing, the Company shall deliver to Cardinal all personnel records relating to the UK Employees in its possession or control (other than such records maintained by any Company Subsidiary) including contracts, benefits, training and attendance records, special needs, disciplinary records, records relating to statutory sick pay, all records relating to taxation (including Pay as You Earn and national insurance contributions) and all other records documents or correspondence relating to the UK Employee's employment).

ARTICLE VI. CONDITIONS

6.1 Mutual Conditions. The obligations of the parties hereto to consummate the transactions contemplated hereby are subject to fulfillment of the following conditions:

(a) No Adverse Proceeding. No temporary restraining order, preliminary or permanent injunction or other Order which prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect, and no Applicable Law shall have been enacted by any Governmental Authority which prevents the consummation of the transactions contemplated hereby.

(b) HSR Act. All applicable waiting periods applicable to the consummation of the transactions contemplated hereby under the HSR Act shall have expired or been terminated.

(c) No Government Action. No Action shall be instituted by any Governmental Authority which seeks to prevent consummation of the transactions contemplated hereby or seeking material damages in connection with the transactions contemplated hereby which continues to be outstanding.

6.2 Conditions to Obligations of the Company and the Shareholders. The obligations of the Company and the Shareholders to consummate the transactions contemplated hereby are subject to the fulfillment of the following conditions unless waived by the Company:

(a) Representations and Warranties. Each of the representations and warranties of Cardinal shall be true and correct in all respects on the date hereof and on and as of the Closing Date as though made on and as of the Closing Date, except (i) that representations and warranties made as of a specified date need be true and correct only as of the specified date and (ii) for such failures to be true and correct in all respects as

would not have, in the aggregate, a material adverse effect on the ability of Cardinal to consummate the transactions contemplated hereby.

(b) Performance of Agreement. Cardinal shall have performed in all material respects each obligation and agreement and shall have complied in all material respects with each covenant to be performed and complied with by it hereunder at or prior to the Closing Date.

(c) Certificates. Cardinal Parent and Cardinal Sub shall have furnished the Company with a certificate dated as of the Closing Date signed on behalf of it by its Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.2(a) and (b) have been satisfied.

(d) Assignment and Assumption Agreement. Cardinal Sub shall have executed and delivered an Assignment and Assumption of Contracts, in the form attached hereto as Exhibit 6.2(d) (the "Assignment and Assumption Agreement").

(e) Escrow Agreement. Cardinal Parent and Cardinal Sub and the Escrow Agent shall have executed and delivered the Escrow Agreement.

6.3 Conditions to Obligations of Cardinal. The obligations of Cardinal to consummate the transactions contemplated hereby are subject to the fulfillment of the following conditions unless waived by Cardinal Parent or Cardinal Sub:

(a) Representations and Warranties. Each of the representations and warranties of the Company set forth in this Agreement shall be true and correct in all respects on the date hereof and on and as of the Closing Date as though made on and as of the Closing Date, except (i) that representations and warranties made as of a specified date need be true and correct only as of the specified date and (ii) for such failures to be true and correct in all respects as would not have, in the aggregate, a Material Adverse Effect.

(b) Performance of Agreement. The Company and the Shareholders shall have performed in all material respects each obligation and agreement and shall have complied in all material respects with each covenant to be performed and complied with by them hereunder at or prior to the Closing Date.

(c) Certificate. The Company shall have furnished Cardinal with a certificate dated the Closing Date signed on its behalf by its Chairman, President or any Vice President, and each Shareholder shall have furnished Cardinal with a certificate dated the Closing Date, to the effect that the conditions set forth in Sections 6.3(a) and (b) have been satisfied.

(d) Consents and Approvals. The Company shall have received and delivered to Cardinal the Required Consents set forth on Section 6.3(d) of the Disclosure Schedule (the "Closing Consents"), each in form and substance reasonably satisfactory to Cardinal.

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(e) Bill of Sale. The Company shall have executed and delivered a good and sufficient General Conveyance, Assignment and Bill of Sale in the form attached hereto as Exhibit 6.3(e).

(f) Assignment and Assumption Agreement. The Company shall have executed and delivered the Assignment and Assumption Agreement.

(g) Assignment of Intellectual Property. The Company shall have executed and delivered to Allegiance an Assignment of Intellectual Property, in the form attached hereto as Exhibit 6.3(g).

(h) Certificates of Title. The Company shall have delivered to Cardinal Certificates of title for the titled vehicles included in the Purchased Assets, duly endorsed for transfer to Cardinal.

(i) Share Certificates. The Company shall have delivered to Cardinal share certificates representing all of the shares of capital stock or other equity interests of each Company Subsidiary issued and outstanding as of the Closing, duly endorsed or accompanied by duly executed stock powers for transfer to Cardinal or its nominee.

(j) Escrow Agreement. The Company and the Escrow Agent shall have executed and delivered the Escrow Agreement.

(k) Noncompetition Agreements. The Company, Holdings and A. Joseph Brandmeyer, Lynne Rene Beaver, John G. Brandmeyer, Mark F. Brandmeyer, Matthew P. Brandmeyer, Robert A. Brandmeyer, William J. Brandmeyer, Keisha G. Meeter, Rebecca A. Minion, Anna J. Sweeney and Corinne Sweeney shall have executed and delivered to Cardinal a Noncompetition Agreement substantially in the form attached hereto as Exhibit 6.3(k)(i) and a Release substantially in the form attached hereto as Exhibit 6.3(k)(ii) or Exhibit 6.3(k)(iii), as applicable.

(l) No Material Adverse Change. Since the date of this Agreement, there shall not have been any change in the assets, liabilities (including contingent liabilities), Business, results of operations or condition (financial or otherwise) of the Company and the Company Subsidiaries, taken as a whole, that has or is reasonably likely to have a Material Adverse Effect.

(m) Projected Closing Certificate. At least two Business Days prior to the Closing, the Company shall have delivered to Cardinal a certificate signed on its behalf by its Chief Financial Officer setting forth in detail the Company's reasonable and good faith projection of (i) the Indebtedness Amount and (iii) the Working Capital Amount, in each case as of the Closing Date and as derived from an estimated Closing Date Balance Sheet attached thereto.

(n) Closing Certificate. The Company shall have furnished Cardinal with a certificate dated the Closing Date signed on its behalf by its Chief Financial Officer setting forth in detail (i) the Indebtedness Amount and (ii) the Working Capital Amount,

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in each case as of the Closing Date and as derived from an updated estimated Closing Date Balance Sheet attached thereto (the "Closing Certificate").

(o) Termination of Liens. The Company shall have terminated each Uniform Commercial Code financing statement set forth in Section 6.3(o) of the Disclosure Schedule or shall have delivered a pay-off letter from the secured party under each such financing statement that commits to termination of such financing statement upon payment of the obligation secured by the Lien evidenced by such financing statement.

(p) Legal Opinion. Cardinal shall have received the legal opinion, dated the Closing Date, of Polsinelli Shalton Flanigan Suelthaus PC substantially in the form attached hereto as Exhibit 6.3(p).

(q) Extension. The expired Contract identified in item 3 under the heading "Suppliers, Processing and Manufacturing Agreements" on Section 1.1(h) of the Disclosure Schedule shall have been extended for three to six months on substantially the same terms as such expired Contract.

ARTICLE VII. TERMINATION

7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual consent of Cardinal and the Company and the Shareholders;
- (b) by either Cardinal or the Company and the Shareholders if any permanent injunction or other Order of a court or other competent Governmental Authority preventing the consummation of the transactions contemplated hereby shall have become final and nonappealable;
- (c) by Cardinal if the Company or the Shareholders remain in material breach of any representation or warranty contained herein for 15 Business Days after the date on which Cardinal has notified the Company in writing of such breach;
- (d) by the Company and the Shareholders if Cardinal remains in material breach of any representation or warranty contained herein for 15 Business Days after the date on which the Company has notified Cardinal in writing of such breach;
- (e) by Cardinal if any obligation, term or condition to be performed, kept or observed by the Company or the Shareholders has not been performed, kept or observed in any material respect at or prior to the time specified in this Agreement and such failure continues for 15 Business Days after the date on which Cardinal has notified the Company in writing of such failure;
- (f) by the Company and the Shareholders if any obligation, term or condition to be performed, kept or observed by Cardinal has not been performed, kept or observed in any material respect at or prior to the time specified in this Agreement and such failure

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continues for 15 Business Days after the date on which the Company has notified Cardinal in writing of such failure; or

(g) by either Cardinal or the Company and the Shareholders if the Closing shall not have occurred on or before the date that is 75 calendar days after the date hereof (the "Termination Date") (provided that the right to terminate this Agreement under this Section 7.1(g) shall not be available to any party whose failure or whose Affiliate's failure to perform in any material respect any covenant or obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such date). Notwithstanding anything herein to the contrary, the Termination Date may be extended by Cardinal to that date which is 180 calendar days after the date hereof, but only if: (i) the HSR Act condition set forth in Section 6.1(b) has not been satisfied by the Termination Date; and (ii) Cardinal waives the Company's compliance with Sections 6.3(a), 6.3(c) (with respect to the certification relating to Section 6.3(a)), 6.3(d), 6.3(l) and 6.3(q) and, to the extent related to such Sections, Section 6.3(b).

7.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement, except for the provisions of this Section 7.2, Section 5.1(d) (regarding public announcements), Section 5.1(e) (regarding confidentiality), Section 10.6 (regarding dispute resolution), Section 10.7 (regarding pre-trial mediation), Section 10.9 (regarding waiver of punitive damages), Section 10.10 (regarding governing law, consent to jurisdiction and venue) and Section 10.13 (regarding expenses), shall become void and have no effect, without any liability on the part of any party or its directors, managers, officers, members or shareholders. Notwithstanding the foregoing, nothing in this Section 7.2 shall relieve any party to this Agreement of liability for a breach of any provision of this Agreement prior to the date of such termination.

ARTICLE VIII. INDEMNIFICATION

8.1 Survival of Representations, Warranties and Agreements. Subject to the limitations set forth in Section 8.3 below, and notwithstanding any investigation conducted at any time by or on behalf of Cardinal, the Company or the Shareholders, all representations, warranties, covenants and agreements of Cardinal, the Shareholders and the Company in this Agreement and in any other agreements, documents or certificates executed or delivered by Cardinal, the Shareholders or the Company pursuant to this Agreement or in connection with the transactions contemplated by this Agreement (the "Additional Documents") shall survive the execution, delivery and performance of this Agreement and the Additional Documents. Notwithstanding any investigation conducted at any time by or on behalf of Cardinal, the Company or the Shareholders, all representations and warranties of the Company, on the one hand, and Cardinal, on the other hand, set forth in this Agreement and in the Additional Documents shall be deemed to have been made again by the Company or Cardinal, as the case may be, at and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be deemed to have been made only as of the specified date). This Section 8.1 shall not limit any covenant or agreement of the parties hereto that by its terms contemplates performance after the Closing Date or after the termination of this Agreement.

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8.2 Indemnification.

(a) Subject to the limitations set forth in Section 8.3, the Company and the Shareholders shall, jointly and severally, indemnify and hold harmless Cardinal and its Affiliates, Subsidiaries, officers, directors, agents, employees, successors, representatives and assigns (each, a "Cardinal Indemnified Party") from and against any and all losses, liabilities, damages, demands, lost profits, claims, suits, actions, judgments or causes of action, assessments, costs and expenses (including interest, penalties, court costs, attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim), and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by any Cardinal Indemnified Party, directly or indirectly, as a result of or arising from any of the following (individually an "Indemnifiable Claim" and collectively "Indemnifiable Claims" when used in the context of a Cardinal Indemnified Party as the Indemnified Party):

(i) any inaccuracy in or breach or nonfulfillment of, or any alleged inaccuracy in or breach or nonfulfillment of, any of the representations or warranties made in this Agreement or the Additional Documents by either the Company or the Shareholders;

(ii) any breach or non-performance of, or any alleged breach or non-performance of, any covenant, agreement or obligation to be performed by the Company or the Shareholders pursuant to this Agreement or the Additional Documents, including any such covenants, agreements or obligations with respect to Tax matters pursuant to Section 5.3(f) and expenses pursuant to Section 10.13;

(iii) any inaccuracy in the Closing Certificate that understates the actual Indebtedness Amount as of the Closing Date;

(iv) any Excluded Liability; or

(v) any of the matters described in Section 8.2(a)(v) of the Disclosure Schedule.

(b) Subject to the limitations set forth in Section 8.3, Cardinal shall indemnify and hold harmless the Company and the Shareholders and their respective heirs, executors, successors, representatives and assigns (each, a "Shareholders Indemnified Party"), from and against any and all Damages asserted against, resulting to, imposed upon, or incurred or suffered by any Shareholders Indemnified Party, directly or indirectly, as a result of or arising from any of the following (individually an "Indemnifiable Claim" and collectively "Indemnifiable Claims" when used in the context of a Shareholders Indemnified Party as the Indemnified Party):

(i) any inaccuracy in or breach or nonfulfillment of, or any alleged inaccuracy in or breach or nonfulfillment of, any of the representations or warranties made by Cardinal in this Agreement or the Additional Documents;

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(ii) any breach or non-performance of, or any alleged breach or non-performance of, any covenant, agreement or obligation to be performed by Cardinal pursuant to this Agreement or the Additional Documents, including any such covenants, agreements or obligations with respect to expenses pursuant to Section 10.13;

(iii) any Assumed Liability;

(iv) any liability or obligation arising out of the operation of the Purchased Assets after the Closing; or

(v) any liability under the WARN Act or any similar state, local or foreign Applicable Law relating to the actions to be taken pursuant to Section 5.2(b) above.

(c) Any amount paid as Damages under this Article VIII shall be treated as an adjustment to the Purchase Price to the extent permitted under Applicable Law.

(d) Cardinal shall be deemed to have suffered Damages arising out of or resulting from the matters referred to in Section 8.2(a) if the same shall be suffered by any parent, Subsidiary or Affiliate of Cardinal.

(e) The parties hereto hereby acknowledge and agree that certain representations and warranties contained in Articles III and IV are qualified by references to materiality, in all material respects or by matters having or not having a Material Adverse Effect (collectively, "Materiality Qualifiers") and that, for purposes of this Article VIII, and for purposes of determining whether a breach has occurred and the amount of Damages, the Materiality Qualifiers shall be ignored and such representations and warranties shall be construed without regard to any Materiality Qualifiers therein contained.

8.3 Limitations on Indemnification. The parties' respective rights to indemnification under this Article VIII are subject to the following limitations:

(a) No Cardinal Indemnified Party, on the one hand, or Shareholders Indemnified Party, on the other hand, shall be entitled to indemnification hereunder with respect to an Indemnifiable Claim pursuant to Sections 8.2(a)(i) or 8.2(b)(i), as applicable (or, if more than one such Indemnifiable Claim is asserted, with respect to all such Indemnifiable Claims) unless the aggregate amount of Damages with respect to such Indemnifiable Claim or Claims of all Cardinal Indemnified Parties or Shareholders Indemnified Parties, as the case may be, exceeds \$1,000,000 (the "Threshold"), in which event such Cardinal Indemnified Party or Shareholders Indemnified Party, as the case may be, shall be entitled to indemnification hereunder for all Damages with respect to all of its Indemnifiable Claims without regard to the Threshold. Furthermore, the maximum aggregate liability of the Company and the Shareholders with respect to all Indemnifiable Claims pursuant Section 8.2(a)(i) and the maximum aggregate liability of Cardinal with respect to all Indemnifiable Claims pursuant Section 8.2(b)(i) shall each be \$25,000,000 (the "Cap"); provided, however, that any Damages with respect to an Indemnifiable

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Claim of any Cardinal Indemnified Party arising from (x) any breach or inaccuracy (or alleged breach or inaccuracy) of any representation and warranty in Sections 4.1 (Organization and Standing), 4.2 (Subsidiaries), 4.3 (Power and Authority), 4.9 (Taxes), the second to last sentence of Section 4.11(a) (Title to the Proprietary Rights), or the first sentence of Section 4.12(a) (Title to Property) or (y) any Controlled Group Liability shall not be subject to or applied toward the Threshold or the Cap, and such Cardinal Indemnified Party shall be entitled to indemnification for the entire amount of said Damages without regard to the Threshold or Cap.

(b) The indemnification obligations of the parties with respect to any Indemnifiable Claims pursuant to Section 8.2(a)(i) or Section 8.2(b)(i), as applicable, shall terminate on the date that is 18 months after the Closing Date, except that:

(i) The following indemnification obligations shall continue indefinitely: (A) those of the Company and the Shareholders with respect to any breach or inaccuracy (or alleged breach or inaccuracy) of any representation or warranty set forth in Sections 4.1 (Organization and Standing), 4.2 (Subsidiaries), 4.3 (Power and Authority), the second to last sentence of Section 4.11(a) (Title to the Proprietary Rights), and the first sentence of Section 4.12(a) (Title to Property); and (B) those of Cardinal with respect to any breach or inaccuracy (or alleged breach or inaccuracy) of any representation or warranty set forth in Sections 3.1 (Organization and Standing) and 3.2 (Power and Authority); and

(ii) The indemnification obligations of the Company and the Shareholders with respect to any inaccuracy or breach of any representation or warranty set forth in (A) Sections 4.9 (Taxes) or 4.15 (Employee Benefit Matters) shall terminate 90 calendar days after the expiration of the respective statute of limitation applicable to the items contained therein, and (B) Section 4.13 (Environmental Matters) shall terminate four years after the Closing Date.

(c) The foregoing provisions of this Section 8.3 notwithstanding, if, prior to the termination of any obligation to indemnify, written notice of a claimed breach or other occurrence or matter giving rise to a claim of indemnification is given by the party seeking indemnification (the "Indemnified Party") to the party from whom indemnification is sought (the "Indemnifying Party"), or a suit or action based upon a claimed breach is commenced against the Indemnifying Party, the Indemnified Party shall not be precluded from pursuing such claimed breach, occurrence, other matter, or suit or action, or from recovering from the Indemnifying Party (whether through the courts or otherwise) on the claim, suit or action, by reason of the termination otherwise provided for above.

8.4 Procedure for Indemnification with Respect to Third Party Claims.

(a) If the Indemnified Party determines to seek indemnification under this Article VIII with respect to Indemnifiable Claims resulting from the assertion of liability by any third party (including any Governmental Authority), it shall give notice to the Indemnifying Party within 20 calendar days of the Indemnified Party's becoming aware

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of any such Indemnifiable Claim (a "Claim Notice"), which notice shall set forth such material information with respect to such Indemnifiable Claim as is then reasonably available to the Indemnified Party. If any such liability is asserted against the Indemnified Party and the Indemnified Party notifies the Indemnifying Party of such liability, the Indemnifying Party shall be entitled, if it so elects by written notice delivered to the Indemnified Party within 20 calendar days after receiving the Claim Notice, to assume the defense of such asserted liability (other than any asserted liability of a Company Subsidiary relating to Tax matters or matters related to a Company Subsidiary referred to in Section 4.13 (Environmental Matters)) with counsel reasonably satisfactory to the Indemnified Party unless the Indemnifying Party, after written demand by the Indemnified Party with a reasonable time to respond, fails to provide reasonable assurance to the Indemnified Party of its financial capacity to assume such defense. If the Indemnifying Party elects to assume the defense of such asserted liability, the claims made by such third party shall be conclusively established as being within the scope of and subject to the indemnification provisions of this Agreement. Notwithstanding the foregoing: (i) the Indemnified Party shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be payable by the Indemnified Party; provided that, if (A) the named Persons to a lawsuit or other legal action include both the Indemnifying Party and the Indemnified Party, (B) the Indemnified Party has been advised in writing by counsel that a real or potential conflict of interest exists, and (C) that there may be one or more legal defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party, then the Indemnifying Party shall be responsible for the reasonable fees and expenses of one counsel to the Indemnified Party in connection with such defense; (ii) the Indemnified Party shall not have any obligation to give any Claim Notice concerning any assertion of liability by a third party unless such assertion is in writing; and (iii) the rights of the Indemnified Party to be indemnified in respect of Indemnifiable Claims resulting from the assertion of liability by third parties shall not be adversely affected by its failure to give a Claim Notice pursuant to the foregoing provisions unless, and, if so, only to the extent that, the Indemnifying Party is materially prejudiced by such failure. With respect to any assertion of liability by a third party that results in an Indemnifiable Claim, the parties shall make reasonably available to each other all relevant information in their possession which is material to any such assertion and otherwise cooperate in the defense of the Indemnifiable Claim subject to their respective attorney-client privileges and work product doctrine protections.

(b) If the Indemnifying Party disputes its liability with respect to such Indemnifiable Claim, it shall, within 20 calendar days after receiving the Claim Notice with respect to such Indemnifiable Claim, give written notice of such dispute to the Indemnifying Party in which event the parties will negotiate in good faith in accordance with the procedures set forth in Section 10.6(a) to mutually agree to resolve such dispute. If the parties are unable to resolve the Indemnifiable Claim within 60 calendar days after the Indemnifying Party delivers such notice, then either party after complying with Section 10.6(b) shall be entitled to pursue all available remedies to prosecute the Indemnifiable Claim. Pending resolution of any such dispute, the Indemnified Party shall have the right to defend, compromise or settle such Indemnifiable Claim at the risk of the Indemnifying Party.

(c) Notwithstanding anything in this Section 8.4 to the contrary, if in Cardinal's reasonable judgment, after discussion and consultation with the Company, an Indemnifiable Claim may materially and adversely affect the Indemnified Party, its corporate parent, if any, its Subsidiaries or Affiliates, other than by the payment of or as a result of money damages or other money payments, including in the case of matters with respect to a Company Subsidiary relating to Tax matters or matters with respect to a Company Subsidiary referred to in Section 4.13 (Environmental Matters), then the Indemnified Party shall have the right, at the cost and expense of the Indemnifying Party, to defend, compromise or settle such Indemnifiable Claim. Further, notwithstanding anything in this Section 8.4 to the contrary, the Indemnifying Party shall not, without the Indemnified Party's prior written consent, settle or compromise any Indemnifiable Claim or consent to entry of any judgment in respect of any Indemnifiable Claim unless such settlement, compromise or consent (A) includes as an unconditional term the giving by the claimant or the plaintiff to the Indemnified Party (and its corporate parent, if any, its Subsidiaries and Affiliates) a release from all liability in respect of such Indemnifiable Claim and (B) does not include a finding or admission by Cardinal of any violation of Applicable Laws or any violation of the rights of any Person.

(d) Notwithstanding anything in this Section 8.4 to the contrary, the Company and the Shareholders shall indemnify and hold harmless the Cardinal Indemnified Parties without regard to the Threshold and the Cap in connection with an Indemnifiable Claim under Section 8.2(a)(v). The Company and Shareholders shall have the right to assume the defense of any such claim, to employ their own counsel, and to defend, compromise or settle any such claim; provided that, any such settlement or compromise includes a release from all liability for the Cardinal Indemnified Parties and does not include a finding or admission of any violation of Applicable Law by any Cardinal Indemnified Party or any violation of the rights of any Person by any Cardinal Indemnified Party. Under no circumstances shall any Cardinal Indemnified Party be entitled to claim or otherwise assert any rights it may have under Section 8.4(c) of this Agreement to assume or take control of the defense or to compromise or settle such claims.

8.5 Procedure for Indemnification with Respect to Non-Third Party Claims.

(a) In the event that the Indemnified Party asserts the existence of an Indemnifiable Claim giving rise to Damages (but excluding Indemnifiable Claims resulting from the assertion of liability by third parties), it shall give written notice to the Indemnifying Party specifying the nature and amount of the Indemnifiable Claim asserted (also, a "Claim Notice"). If the Indemnifying Party, within 20 calendar days after receiving such Claim Notice, has not given written notice to the Indemnified Party announcing its intent to contest such assertion by the Indemnified Party, such assertion shall be deemed accepted and the amount of Indemnifiable Claim shall be deemed a valid Indemnifiable Claim.

(b) If the Indemnifying Party contests the assertion of an Indemnifiable Claim by giving such written notice to the Indemnified Party within such 20 calendar day period, then the parties shall negotiate in good faith in accordance with the procedures set forth in Section 10.6(a) to resolve the Indemnifiable Claim. If the parties are unable to

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resolve the Indemnifiable Claim within 60 calendar days after the Indemnifying Party delivers such notice, then either party after complying with Section 10.6(b) shall be entitled to pursue all available remedies to prosecute the Indemnifiable Claim.

8.6 Claims Against Escrow. Indemnifiable Claims against the Company and the Shareholders shall be made first against the Escrow Amount pursuant to the Escrow Agreement. To the extent that the Escrow Amount (including the interest or other income accrued thereon) has been exhausted or would be exhausted if one or more pending Indemnifiable Claims against the Company and the Shareholders are resolved in favor of Cardinal, then such Indemnifiable Claim may be made directly against the Company and the Shareholders.

8.7 Exclusive Remedy. After the Closing Date, the indemnification rights and obligations provided in this Article VIII shall constitute the sole and exclusive remedy of any Indemnified Party for Damages asserted against, resulting to, imposed upon, or incurred or suffered by an Indemnified Party, directly or indirectly, as a result of or arising from any inaccuracy in or breach or nonfulfillment of, or any alleged inaccuracy in or breach or nonfulfillment of, any of the representations or warranties made by the Indemnifying Party in this Agreement or any breach or non-performance of any covenant, agreement or obligation to be performed by the Indemnifying Party pursuant to this Agreement; provided; however, that Cardinal shall be entitled to specific performance as set forth in Section 10.11 of this Agreement.

ARTICLE IX. DEFINITIONS

9.1 Terms Not Defined Elsewhere. The following terms, as used herein, have the following meanings:

"Active Employee" means an employee of the Company immediately prior to the Closing Date who is employed by the Company, including an employee on temporary leave of absence, family medical leave, military leave, temporary disability leave or sick leave, but excluding an employee on long-term disability leave.

"Affiliate" means any Person that, directly or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning 10% or more of the voting securities of another Person shall be deemed to control that Person.

"Business Day" means a day on which the state chartered banks in both the State of Kansas and the State of Ohio are legally open for business.

"Closing Date Balance Sheet" means a consolidated balance sheet of the Company and the Company Subsidiaries as of the close of business on the Closing Date (i) prepared as if it were a year-end balance sheet (including typical year-end adjustments customarily made by the Company and the Company Subsidiaries); (ii) prepared in accordance with GAAP; and (iii) in a format identical to and in a manner consistent with

the balance sheets included in the Audited Financial Statements, the December Statements and the Interim Statements (in each case except for the absence of footnotes), to the extent not inconsistent with GAAP.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Software" means any and all Software, developed for and owned by Company or any Company Subsidiary.

"Company Proprietary Rights" means all Proprietary Rights owned and used by Company or any Company Subsidiary, excluding Other Intellectual Property.

"Company Subsidiaries" means Enturia Limited; Enturican, Inc., a Kansas corporation; Enturia Canada ULC, an entity incorporated under the laws of Nova Scotia; and Enturia de Mexico S. de R.L. de C.V., an entity formed under the laws of Mexico. Each of the Company Subsidiaries is sometimes referred to herein individually as a "Company Subsidiary."

"Controlled Group Liability" means any and all liabilities under (i) Title IV of ERISA, (ii) Section 302 of ERISA, (iii) Sections 412 and 4971 of the Code, (iv) the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code and the portability and nondiscrimination requirements of Section 701 et seq. of ERISA and Section 9801 et seq. of the Code, (v) Section 4975 of the Code and (vi) corresponding or similar provisions of foreign laws or regulations, in each case other than pursuant to the Plans.

"Employment Legislation" means legislation applying in England and Wales affecting contractual or other relations between employers and their employees or workers, including any legislation and any amendment, extension or re-enactment of such legislation, and any claim arising under European treaty provisions or directives enforceable against the Company or any Company Subsidiary by any employee or Worker.

"Enturia Limited" means Enturia Limited, a private limited company incorporated with the Registrar of Companies for England and Wales.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is or was a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

"Escrow Agent" means the Overland Park, Kansas branch of U.S. Bancorp.

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"Foreign Benefit Plan" shall mean a Plan that is maintained outside the jurisdiction of the United States or primarily covers employees residing or working outside the United States.

"GAAP" means generally accepted accounting principles as currently promulgated in the United States of America applied on a consistent basis during the periods involved.

"Governmental Authority" means any domestic, foreign or multi-national federal, state, provincial, regional, municipal or local governmental or administrative authority, including any court, tribunal, agency, bureau, committee, board, regulatory body, administration, commission or instrumentality constituted or appointed by any such authority.

"Indebtedness Amount" means the amount, without duplication, of: (i) all indebtedness or other obligations of the Company and the Company Subsidiaries for borrowed money, whether current, short-term or long-term, secured or unsecured, including all overdrafts and negative cash balances, (ii) all indebtedness of the Company and the Company Subsidiaries for the deferred purchase price for purchases of property or services (except any trade payable incurred in the Ordinary Course of Business that is treated (in its entirety) as a current account payable under GAAP), (iii) all lease obligations of the Company and the Company Subsidiaries under leases that have been or should be capitalized in accordance with GAAP, (iv) the aggregate face amount of all outstanding letters of credit issued on behalf of the Company and the Company Subsidiaries; (v) all obligations of the Company and the Company Subsidiaries arising under acceptance facilities; (vi) all guaranties, endorsements and other contingent obligations of the Company and the Company Subsidiaries to purchase, to provide funds for payment, to supply funds to invest in any other entity, or otherwise to assure a creditor against loss; (vii) all obligations of the Company and any Company Subsidiary under any interest rate protection, foreign currency exchange, or other interest or exchange rate swap or hedging agreement or arrangement, or other derivative product; (viii) all obligations secured by a Lien (other than a Permitted Lien) upon any assets or properties of the Company or any Company Subsidiary; (ix) all indebtedness referred to in clauses (i) through (vii) above of any Person other than the Company or any of the Company Subsidiaries that is guaranteed by the Company or any Company Subsidiary, and (x) accrued and unpaid interest on, and prepayment premiums, penalties or similar contractual charges arising as a result of the discharge of, any such foregoing obligation.

"Insolvency Act 1986" means the Insolvency Act 1986 adopted in the United Kingdom.

"Knowledge of the Company" means the actual knowledge of facts, matters or circumstances of A. Joseph Brandmeyer, after reasonable inquiry of the Company's Chief Executive Officer, Chief Financial Officer, Vice President – Manufacturing and Vice President – Human Resources.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, restriction, tenancy or other possessory interest, conditional sale or other title retention agreement, assessment, easement, right of way, covenant, condition, reservation, servitude, right of first refusal, defect in title, or any other claim of any kind in respect of such property or asset. For the purposes of this Agreement, a Person shall be deemed to own a property or asset that is subject to a Lien if it has acquired or holds such property or asset subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Material Adverse Effect" means any state of facts, change, event, effect or occurrence that is or may, individually or in the aggregate, be reasonably likely to (i) be materially adverse to the assets, liabilities (including contingent liabilities), Business, prospects, results of operations or condition (financial or otherwise) of the Company and the Company Subsidiaries, taken as a whole, or (ii) prevent or materially delay the consummation of the transactions contemplated by this Agreement, other than (A) effects which result directly or indirectly from general economic conditions or matters generally affecting the industry in which the Company operates (which effect does not disproportionately affect the Company and the Company Subsidiaries, taken as a whole), (B) effects which result primarily from the announcement or identity of Cardinal as the purchaser of the Business as a party to this Agreement, (C) effects which result directly or indirectly from the Company's compliance with the terms of, or the taking of any action expressly contemplated by, this Agreement, and (D) effects resulting from the failure of Cardinal to comply with Section 5.2(c).

"Open Source Materials" means any software library, firmware, utility, tool or other computer or program code (collectively "Code") that contains, or is derived in any manner (in whole or in part) from any software that is distributed at no charge as free software, shareware, free-ware, open source software or pursuant to similar licensing or distribution models under any terms or conditions that impose any requirements that the Code or any software using, combined with, linked, available or distributed with, based on, derived from or accessing the Code: (A) be made available, disclosed or distributed in source code form; (B) be licensed for the purpose of making copies or derivative works; (C) be licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind; or (D) be redistributable at no charge or pursuant to a compulsory license.

"Ordinary Course of Business" means the ordinary course of business of the Company and the Company Subsidiaries, or of Cardinal, as applicable, consistent with past custom and practice (including with respect to quantity and frequency).

"Organizational Documents" means the articles or certificate of incorporation, as applicable, and the bylaws or code of regulations, as applicable, of a corporation and the articles or certificate of formation, as applicable, and the operating agreement of a limited liability company.

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"Other Intellectual Property" means all of the Company's and Company Subsidiaries' ideas, trade secrets (other than Trade Secrets), confidential business and technical information, inventions (whether or not patentable and whether or not reduced to practice), invention disclosures, test methods, market research, designs, know-how, customer and supplier lists, concepts, discoveries, reports, engineering orders, databases, research records, formulae, records of invention, invention disclosures and improvements thereto, computer data, plans, drawings, blue prints and any other confidential proprietary information, however recorded, stored or embodied.

"Pensions Act 1995" means the Pensions Act 1995 adopted in the United Kingdom.

"Pensions Act 2004" means the Pensions Act 2004 adopted in the United Kingdom.

"Pensions Regulator" has the meaning attributed to it in the Pensions Act 2004.

"Permitted Liens" shall mean (i) liens for Taxes that are not yet due, or that are set forth in Section 4.9(b) of the Disclosure Schedule and are being contested in good faith by appropriate proceedings and for which adequate reserves have been made in accordance with GAAP, (ii) Liens of landlords, carriers, warehousemen, mechanics, suppliers, materialmen or repairmen arising in the Ordinary Course of Business for amounts that are not yet due or are being contested in good faith by appropriate proceedings and for which adequate reserves have been made in accordance with GAAP, (iii) the effect of Applicable Law regulating the use or occupancy of real property or the character, dimensions or locations of the improvements thereon, including building restrictions and zoning laws, so long as the same do not materially impair the value of such property or the operation of the Business as conducted on the date hereof and (iv) covenants, consents, reservations, servitudes, restrictions, easements, rights of way and other similar rights for utilities, public streets and roadways, so long as the same do not materially impair the value of such property or the operation of the Business as conducted on the date hereof.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or any other entity or organization, including a Governmental Authority.

"Plans" means and includes all employee benefit plans, programs, policies, practices, and other arrangements, including Foreign Benefit Plans, providing benefits to any employee or former employee or beneficiary or dependent thereof, or to present or former directors or consultants or agents, whether or not written, and whether covering one Person or more than one Person, sponsored or maintained by the Company, any Company Subsidiary or any of their respective ERISA Affiliates or to which the Company, any Company Subsidiary or any of their respective ERISA Affiliates contributes or is obligated to contribute or under which any current or former employee, director or agent of the Company, any Company Subsidiary or any of their respective ERISA Affiliates is entitled to any compensation benefits (whether or not contingent) as a result of service to the Company, any Company Subsidiary or any of their respective

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ERISA Affiliates. Without limiting the generality of the foregoing, the term "Plans" includes all employee welfare benefit plans within the meaning of Section 3(1) of ERISA, all employee pension benefit plans within the meaning of Section 3(2) of ERISA, all employee stock option or stock purchase plans, bonus or incentive plans or programs, severance pay plans, policies, practices or agreements, fringe benefits, and employment agreements.

"Proprietary Rights" means the following owned, used or licensed by the Company or any Company Subsidiary as licensee or licensor: (i) all copyrights, in both published and unpublished works whether registered or unregistered and all other rights corresponding thereto, and mask works and registrations and applications therefor, including those copyrights listed in Section 1.1(e) of the Disclosure Schedule (the "Copyrights"); (ii) all United States and foreign patents and patent applications including continuations, continuations-in-part, divisionals, provisionals, reexaminations, reissue applications and renewals and those patents listed on Schedule 1.1(e) (the "Patents"); (iii) all trade secrets related to manufacturing processes and procedures (whether or not patentable and whether or not reduced to practice), and improvements thereto, however recorded, stored or embodied (the "Trade Secrets"); (iv) all trade names, fictitious business names, trade dress, registered and unregistered trademarks, service marks, and domain names, design rights (including any word, symbol, product configuration, icon, and logo) and all goodwill of the business associated therewith ("Trademarks"); and (v) all rights to sue, recover damages, or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach of any of the assets, properties or rights described above (the "Claims").

"Registered Proprietary Rights" means any Company Proprietary Rights registered in, or the subject of any application to register in, the United States Patent and Trademark Office or United States Library of Congress (as applicable), the relevant filing office of any State, or the corresponding filing office of any foreign jurisdiction.

"Software" means all computer software programs, modules, applications and platforms (in source code and object code form) and collections of data, whether embodied in firmware, software or otherwise, as well as pertinent documentation, training materials, user manuals, designs, files, records and data.

"Subsidiary" means, with respect to any Person, any other Person, an amount of the voting securities or other voting ownership or voting interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting securities or interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

"Tax" or "Taxes" means (i) any federal, state, local or foreign income, gross receipts, license, occupancy, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, unincorporated business, profits, withholding, social security (or similar), unemployment, disability, workers' compensation, real property, personal property, ad valorem, sales, use, transfer, registration, value added, alternative or add-on minimum, accumulated

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earnings, personal holding company, estimated, or other Tax of any kind whatsoever, whether computed on a separate, consolidated or combined basis, or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not; and (ii) any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Treaty of Rome” means the second of the three treaties establishing the European Economic Community signed on March 25, 1957.

“UK Employees” means all employees of Enturia Limited immediately before the Closing Date (or who would have been so employed had they not been unfairly dismissed for a reason connected to the transfer of the Business).

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Worker” means any Person who personally performs work for Enturia Limited but who is not in business on their own account or in a client/customer relationship.

“Working Capital Amount” means the current assets of the Company that are included in the Purchased Assets and the current assets of the Company Subsidiaries on a consolidated basis less the current liabilities of the Company that are included in the Assumed Liabilities and the current liabilities of the Company Subsidiaries on a consolidated basis, including the accrued liability of the Company for vacation and sick pay earned on or after January 1, 2008 and on or prior to the Closing Date. Section 9.1 of the Disclosure Schedule sets forth the Company’s general ledger accounts that are included in the Working Capital Amount.

9.2 Cross References to Defined Terms. Each of the following terms has the meaning ascribed to it in the Section of this Agreement set forth opposite such term:

<u>Term:</u>	<u>Defined In</u>
AAA.....	10.6(b)
Accountant.....	2.5
Action.....	4.14
Additional Documents	8.1
Adjustment.....	2.4(b)
Agreement, this	Preamble
Allegiance	Preamble
Applicable Laws	4.10(a)
Assignment and Assumption Agreement.....	6.2(d)
Assumed Liabilities	1.4

<u>Term:</u>	<u>Defined In</u>
Audited Statements	4.7(a)
Business	Preliminary Statement A
Cardinal	Preamble
Cardinal Parent.....	Preamble
Cardinal Sub.....	Preamble
Cardinal Indemnified Party	8.2(a)
Cap	8.3(a)
Claim Notice	8.4(a) and 8.5(a)
Closing	1.3
Closing Certificate	6.3(n)
Closing Consents	6.3(d)
Closing Date.....	1.3
Closing Date Working Capital Amount.....	2.4(a)
Closing Statement	2.4(a)
Company, the	Preamble
Company Contracts.....	1.1(h)
Company Permits.....	4.10(k)
Consolidating Financial Statements.....	4.24
Contracts	4.17(a)
Copyrights.....	9.1
Damages.....	8.2(a)
December Statements.....	4.7(a)
Disclosure Schedule.....	Preamble to Article IV
Environmental Laws	4.13(a)
Escrow Amount	2.1(b)
Escrow Agreement.....	2.1(b)
Excess	5.1(g)
Excluded Assets	1.2
Excluded Contracts	1.2(i)
Excluded Liabilities	1.5(a)
Final Closing Statement.....	2.4(a)
Hazardous Materials	4.13(a)
Holdings.....	Preamble
HSR Act.....	3.3(d)
Indemnifiable Claims.....	8.2(a) and (b)
Indemnified Party.....	8.3(c)
Indemnifying Party	8.3(c)
Interim Statements	4.7(b)
Letter Agreement	5.1(g)
Major Customer	4.20
Major Supplier	4.20
Materiality Qualifiers.....	8.2(e)
Multiemployer Plan	4.15(c)
Multiple Employer Plan.....	4.15(c)
Non-Assignable Contracts	1.6

<u>Term:</u>	<u>Defined In</u>
Notice.....	2.5
Off-the-shelf Software	4.11(a)
Order	3.3(c)
Patents.....	9.1
Personally Identifiable Information	4.11(h)
Personal Property.....	1.1(b)
Personal Property Leases	1.1(f)
Product Liability	4.21
Purchased Assets.....	1.1
Purchase Price.....	2.1(b)
Qualified Plan	4.15(b)
Real Property	4.12(a)
Real Property Leases.....	1.1(f)
Resolution Period.....	2.5
Shareholder	Preamble
Shareholders Indemnified Party.....	8.2(b)
Software	9.1
Target Working Capital Amount	2.1(b)
Termination Date	7.1(g)
Threshold	8.3(a)
Trademarks	9.1
Trade Secrets.....	9.1
Transfer Taxes	5.3(f)(ii)
Working Capital Short-Fall.....	2.1(b)

ARTICLE X. MISCELLANEOUS

10.1 Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed, certified or registered mail with postage prepaid, (c) sent by next-day or overnight mail or delivery or (d) sent by fax, as follows:

if to Cardinal:

Cardinal Health, Inc.
7000 Cardinal Place
Dublin, Ohio 43017
Attn: Chief Legal Officer
Facsimile No.: (614) 757-6948

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with a copy to:

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114-3485
Attention: John M. Gherlein
Facsimile No.: (216) 696-0740

if to the Company or the Shareholders:

Before Closing:

A. Joseph Brandmeyer
11400 Tomahawk Creek Pkwy
Suite 310
Leawood, KS 66211

After Closing:

A. Joseph Brandmeyer
824 Cherry Hills
El Paso, TX 79912

In either case with a copy to:

Polsinelli Shalton Flanigan Suelthaus PC
700 West 47th Street, Suite 1000
Kansas City, Missouri 64112
Attention: Frank J. Ross, Jr.
Facsimile No.: (816) 753-1536

or to such other Person or address as any party shall specify by notice in writing to the party entitled to notice. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (w) if by personal delivery, on the day of such delivery, (x) if by certified or registered mail, on the fifth Business Day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered or (z) if by fax, on the day following the day on which such fax was sent, provided that a copy is also sent by certified, registered or overnight mail.

10.2 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings and the table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and

pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

10.3 Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

10.4 Entire Agreement, Amendment and Waiver. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure, neglect, or delay of any party to enforce or exercise its rights under this Agreement will not constitute a waiver or diminish such party's right to strictly enforce the provisions of this Agreement, except as expressly provided otherwise in this Agreement. Nothing contained in this Agreement prohibits Cardinal from exercising or pursuing its statutory rights under relevant Environmental Laws, and this Agreement in no way constitutes a waiver of those rights.

10.5 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third party beneficiaries.

10.6 Dispute Resolution.

(a) The parties agree to attempt to resolve any dispute arising under or relating to this Agreement through good faith negotiation. At such time as a party believes that a breach of this Agreement has occurred, the non-breaching party will give written notice to the breaching party of the nature of the dispute or claim; provided, however, that a failure to give such notice shall not adversely affect the rights of a party claiming a breach of this Agreement. Negotiation requires the participation of a representative business stakeholder with settlement authority for each party, and may include any number of stakeholders and in-house and/or privately retained counsel. Within ten Business Days of the notice, the parties will agree to the format for negotiation and set a date for it to occur. Notwithstanding the foregoing, the time periods set forth in Sections 2.5, 8.4 and 8.5 shall govern with respect to disputes arising under or relating to those Sections. The parties may utilize telephone conferences, video conferences, or face-to-face meetings, or any combination of the foregoing. In the event that the parties do not agree to a format, a telephone conference will be employed. The parties agree that negotiation pursuant to this section must precede the commencement of any formal action regarding a dispute, e.g., litigation or arbitration, except that nothing in this provision will prohibit a party from seeking any injunctive relief to which it may be entitled. Nothing in this provision will prohibit a party from arguing that a failure to timely seek injunctive relief by the other demonstrates that there is no reasonable threat of immediate harm.

(b) In the event that a dispute arising under or relating to this Agreement is not resolved through negotiation, the parties agree to submit to non-binding mediation.

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Either party may provide notice to the other of its determination that a commenced negotiation has failed and that the party is therefore invoking mediation pursuant to this provision. The mediation notice must set forth in detail the claim and the facts and circumstances concerning the dispute. The parties will agree to a mutually convenient time and location to conduct the mediation. If no such agreement is reached, the mediation will occur at the closest office of the American Arbitration Association ("AAA") to the notifying party. The mediation must occur within 30 calendar days of the notice unless both parties agree to a specific later date. The dispute will be submitted to the AAA in accordance with the then applicable Commercial Arbitration Rules and mediation Procedures of the AAA. Each party will bear its own expenses, and an equal share of the expenses of the AAA and the mediator. A representative business stakeholder with final settlement authority with respect to the dispute will represent each party in the mediation, and each party may include any number of stakeholders and in-house and/or privately retained counsel. If mediation is not successful, the parties are free to pursue any relief not inconsistent with this Agreement. The parties agree that mediation pursuant to this section must precede the commencement of any formal action regarding a dispute, e.g., litigation or arbitration, except that nothing in this provision will prohibit a party from seeking any injunctive relief to which it may be entitled. Nothing in this provision will prohibit a party from arguing that a failure to timely seek injunctive relief by the other demonstrates that there is no reasonable threat of immediate harm.

10.7 Pre-Trial Mediation. In the event that any party brings litigation against any other party arising out of this Agreement, both parties agree to submit to non-binding mediation at least 90 calendar days prior to trial. If the jurisdiction in which the action is pending provides for mediation, the parties agree to submit to that procedure in the event that the court does not require the parties to do so. If the jurisdiction does not provide for mediation, or if both parties agree, mediation will be submitted to the AAA in accordance with the then applicable Commercial Arbitration Rules and Mediation Procedures of the AAA. A mediation under this provision will occur where the dispute is pending, or at the location of the closest AAA office to the locale of the dispute. The parties agree that this provision is independent of, and separate from, any obligations under Section 10.6.

10.8 Tolling. The statute(s) of limitation applicable to any dispute will be tolled once any party gives notice that there is a dispute under this Agreement and that Section 10.6 of this Agreement is invoked. The statute(s) of limitations will remain tolled until such time as the parties exhaust all non-binding resolution procedures provided by this Agreement, as set forth in Sections 10.6 and 10.7. Nothing in this Section 10.8 will be construed to prohibit a party from seeking any injunctive relief to which it may be entitled. Nothing in this provision will prohibit a party from arguing that a failure to timely seek injunctive relief by the other demonstrates that there is no reasonable threat of immediate harm.

10.9 Waiver of Punitive Damages. In the event that any party brings an Action against any other party for any claim arising out of this Agreement, the parties agree to waive any right to, or claim for, any punitive or exemplary damages against the other, and against any Affiliates, officers, directors, and employees, or agents of the other. If a complete waiver is rendered void as against public policy, the parties agree to the maximum restriction on such damages permissible under the Applicable Law of the jurisdiction where the action is brought, or under

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the governing law for this Agreement, whichever applies. To the extent permissible, the parties will be limited to recovery of the actual damages permitted by the Applicable Law of the jurisdiction where the action is brought, or the governing law for this Agreement.

10.10 Governing Law, Consent to Jurisdiction, and Venue.

(a) This Agreement and the construction thereof will be governed by the laws of the State of Delaware.

(b) The parties agree that any action arising under or otherwise related to this Agreement will be brought only in the United States District Court for the District of Kansas sitting in Kansas City, Kansas, unless such court lacks subject matter jurisdiction, in which case, the action will be brought in the state court of Kansas sitting in the City of Olathe in Johnson County. If such state court lacks jurisdiction, the action will be brought in any federal or state court located in the State of Delaware. Each of the parties hereby consents to the personal jurisdiction of such courts. Each of the parties hereto agrees that a final judgment in any Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) Each of the parties hereto irrevocably consents to the service of any summons and complaint and any other process in any other Action relating to the transactions contemplated hereby, on behalf of itself or its property, by the personal delivery of copies of such process to such party. Nothing in this Section 10.10 shall affect the right of any party hereto to serve legal process in any other manner permitted by Applicable Law.

(d) IF LITIGATION IS COMMENCED UNDER OR IN RELATION TO THIS AGREEMENT, EACH OF THE PARTIES WAIVES ITS RIGHT TO A JURY TRIAL. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR COULD BE INCLUDED IN ANY SUCH ACTION.

10.11 Specific Performance and Equitable Relief. The Company and the Shareholders acknowledge that the Business is unique and recognize and affirm that in the event of a breach of this Agreement by the Company or the Shareholders, money damages may be inadequate and Cardinal may have no adequate remedy at law. Accordingly, the Company and the Shareholders agree that Cardinal shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the Company and the Shareholders hereunder not only by an Action or Actions for Damages, but also by an Action or Actions for specific performance, injunctive or other equitable relief. Notwithstanding any other dispute resolution provision in this Agreement, the parties are free to seek temporary equitable relief to enjoin conduct causing irreparable harm and/or for the purpose of maintaining the status quo from any court of competent jurisdiction.

10.12 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that

Cardinal may assign its rights, interests and obligations hereunder to any Subsidiary or Affiliate of Cardinal. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The indemnification obligations of the Principal under Article VIII shall be binding upon and be enforceable against the estate of the Principal and any trust to which the Principal transfers any portion of the proceeds received in connection with the transactions contemplated by this Agreement. The Principal (and in the event of the Principal's death, his estate) shall not permit his (or the estate's) net worth to be less than \$50,000,000 at any time prior to the fifth anniversary of the Closing Date.

10.13 Expenses. Cardinal shall be responsible for all costs, fees and expenses incurred by Cardinal in connection with this Agreement and the transactions contemplated hereby, including without limitation the applicable HSR Act notice filing fee to be paid by Cardinal as the acquiring person under the HSR Act. The Company and the Shareholders shall be responsible for all costs, fees and expenses incurred or payable by the Company or the Shareholders in connection with this Agreement and the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Cardinal, the Company and the Shareholders have signed this Agreement as of the date first written above.

CARDINAL HEALTH 213, LLC

By: [Signature]
Name: Vivek Jain
Title: EVP - Corporate Development

CARDINAL HEALTH, INC.

By: [Signature]
Name: Vivek Jain
Title: EVP - Corporate Development

ENTURIA, INC.

By: [Signature]
Name: A. JOSEPH BRANDMEYER
Title: Chairman

ENTURIA HOLDINGS, INC.

By: [Signature]
Name: A. JOSEPH BRANDMEYER
Title: Chairman

[Signature]
A. Joseph Brandmeyer

SOLELY FOR PURPOSES OF THE
TRANSFER OF PURCHASED ASSETS
CONTEMPLATED BY SECTION 1.1(e), THE
ASSUMED LIABILITIES RELATED TO
SUCH PURCHASED ASSETS AND
SECTION 2.2:

ALLEGIANCE CORPORATION

By: [Signature]
Name: Vivek Jain
Title: EVP - Corporate Development

109162
80

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*

This public document

2. has been signed by M.K. Carter

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

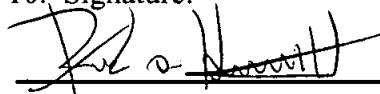
6. the twelfth of March, 2009

7. by *Assistant Authentication Officer, United States Department of State*

8. No. 09016839-4

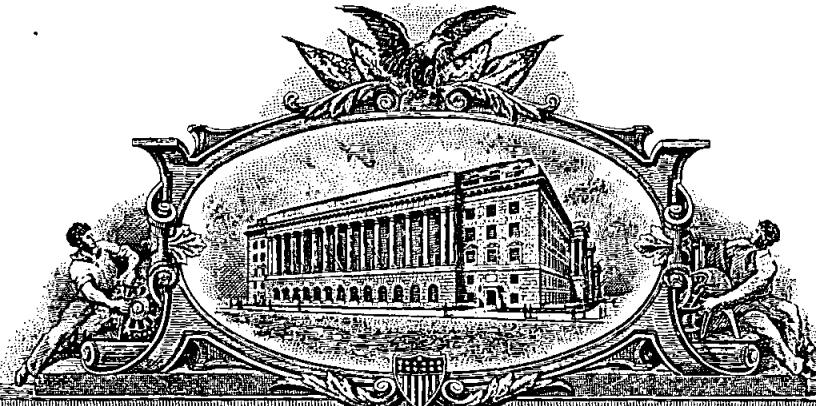
9. Seal/Stamp:

10. Signature:



Patrick O. Hatchett

A 7172606



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME;

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

March 04, 2009

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
MAY 03, 2006.**

By Authority of the

Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



M. K. CARTER

Certifying Officer



82

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Angel G. Magallon</td> <td>05/01/2006</td> </tr> <tr> <td>Kyle W. Boone</td> <td>05/01/2006</td> </tr> <tr> <td>James R. Bardwell</td> <td>05/01/2006</td> </tr> </tbody> </table>		Name	Execution Date	Angel G. Magallon	05/01/2006	Kyle W. Boone	05/01/2006	James R. Bardwell	05/01/2006				
Name	Execution Date												
Angel G. Magallon	05/01/2006												
Kyle W. Boone	05/01/2006												
James R. Bardwell	05/01/2006												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Medi-Flex, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>11400 Tomahawk Creek Parkway</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 310</td> </tr> <tr> <td>City:</td> <td>Leawood</td> </tr> <tr> <td>State/Country:</td> <td>KANSAS</td> </tr> <tr> <td>Postal Code:</td> <td>66211</td> </tr> </table>		Name:	Medi-Flex, Inc.	Street Address:	11400 Tomahawk Creek Parkway	Internal Address:	Suite 310	City:	Leawood	State/Country:	KANSAS	Postal Code:	66211
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State/Country:	KANSAS												
Postal Code:	66211												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11381045</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11381045								
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Application Number:	11381045												
CORRESPONDENCE DATA													
Fax Number: (816)421-5547 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 816-474-6550 Email: wkiefer@shb.com Correspondent Name: Shook Hardy & Bacon LLP Address Line 1: 2555 Grand Blvd. Address Line 4: Kansas City, MISSOURI 64108													
ATTORNEY DOCKET NUMBER:	MDFX.128860												
NAME OF SUBMITTER:	John S. Golian												
Total Attachments: 2 source=MDFX.128860 Assignment#page1.tif													

OP \$40.00 11381045

500100012

PATENT
 REEL: 017565 FRAME: 0592

MDFX.128860

ASSIGNMENT

WHEREAS, we, Angel G. Magallon of El Paso, in the County of El Paso, and State of Texas, Kyle W. Boone of El Paso, in the County of El Paso, and State of Texas, and James R. Bardwell of El Paso, in the County of El Paso, and State of Texas, have invented certain new and useful improvements in

Aqueous Antiseptic Solution and Compatible Anionic Dye For Staining Skin

for which we are about to make application for Letters Patent of the United States; and

WHEREAS, Medi-Flex, Inc., a corporation duly organized under the laws of the State of Kansas, and having its principal place of business at 11400 Tomahawk Creek Parkway, Suite 310, Leawood, County of Johnson, and State of Kansas (66211), is desirous of acquiring an interest in, to and under said invention, said application and any and all Letters Patent which may be granted for or upon said invention in the United States of America and all countries foreign thereto;

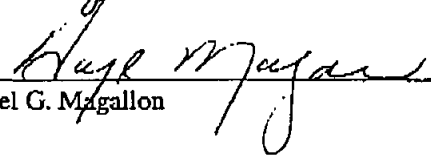
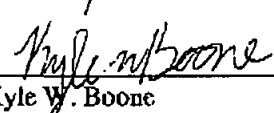
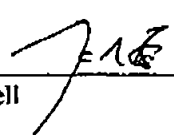
NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, Angel G. Magallon, Kyle W. Boone, and James R. Bardwell, have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Medi-Flex, Inc., the full and exclusive right, title and interest, throughout the world, in, to and under said invention as fully set forth and described in the specification prepared and executed by us on even date herewith preparatory to obtaining Letters Patent of the United States therefor; in, to and under said application; in, to and under any and all refilings, divisions and continuations of said application; in, to and under any and all Letters Patent of the United States of America which may issue from said application, refilings, divisions and continuations; in, to and under any and all reissues of said Letters Patent

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PATENT
REEL: 017565 FRAME: 0594

MDFX.128860

of the United States of America; in, to and under any and all applications for Letters Patent upon said invention which may hereafter be filed in any and all countries foreign to the United States of America; in, to and under any and all refilings, divisions and continuations of said foreign-filed applications; in, to and under any and all Letters Patent of countries foreign to the United States of America, which may issue from the said foreign-filed applications, refilings, divisions and continuations; and in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America, the same to be held and enjoyed by said Medi-Flex, Inc., for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the term for which said Letters Patent may be granted, and we do hereby authorize and request the Commissioner of Patents to issue the said Letters Patent in accordance with this assignment.

EXECUTED this 01 day of May, 2006.
Angel G. MagallonEXECUTED this 01 day of May, 2006.
Kyle W. BooneEXECUTED this 1st day of May, 2006.
James R. Bardwell

- 2 -

1957953v1

RECORDED: 05/03/2006

PATENT
REEL: 017565 FRAME: 0595

82

TRADUCCIÓN AL ESPAÑOL DEL DOCUMENTO DE CESIÓN A **MEDI-FLEX, INC.** firmado por los cedentes y el cesionario.

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América

Este documento público

2. ha sido firmado por M.K. Carter
3. actuando en capacidad de Funcionario que Certifica
4. lleva el sello/timbre de la Oficina de Marcas y Patentes de E.U.

Certificado

5. en Washington, D.C.
6. el doce de marzo de 2009
7. por el Funcionario de Autenticación Asistente, Departamento de Estado de los Estados Unidos.
8. No. 09016839-4
9. Sello/timbre

10. Firma

(Firma)

Patrick O. Hatchett

[Sello]

LOS ESTADOS UNIDOS DE AMÉRICA
A TODO AQUEL QUE PUEDA LLEGAR LA PRESENTE:

DEPARTAMENTO DE COMERCIO DE ESTADOS UNIDOS
Oficina de Marcas y Patentes

Marzo 04, 2009

LA PRESENTE CERTIFICA QUE EL ANEXO ES UNA COPIA VERDADERA
DE LOS ARCHIVOS DE ESTA OFICINA DE UN DOCUMENTO
ARCHIVADO EL 3 DE MAYO DE 2006.

Por la autoridad del
Subsecretario de Comercio para la Propiedad Intelectual
y Director de la Oficina de Marcas y Patentes de los Estados Unidos

(Firma)
M.K. CARTER
Funcionario que certifica

Hay un sello que dice:
Oficina de Marcas y Patentes de Estados Unidos
Departamento de Comercio

de los Estados Unidos de América; en, para y bajo cualquier y todas las solicitudes para Título de Patente sobre dicha invención que puedan ser presentadas en lo sucesivo en cualquier y todos los países extranjeros a los Estados Unidos de América; en, para y bajo cualquier y todas las presentaciones posteriores, divisiones y continuaciones de dichas solicitudes presentadas en el extranjero; en, para y bajo cualquier y todos los Títulos de Patente de países extranjeros a los Estados Unidos de América, que puedan ser emitidos de dicha solicitud presentada en el extranjero, presentaciones posteriores, divisiones y continuaciones; y en, para y bajo cualquier y todas las extensiones de, y adiciones a dicho Título de Patente de países extranjeros a los Estados Unidos de América, las misma para estar en posesión de y ser disfrutada por dicha MEDI-FLEX, INC., para su propio uso y beneficio, y para sus sucesores, representantes legales y a quienes para tal efecto designe hasta el final del término para dicho Título de Patente que pueda ser otorgado, y por medio de la presente autorizamos y solicitamos al Comisionado de Patente emitir dicho Título de Patente de conformidad con esta cesión.

EJECUTADO el 1 de mayo, 2006.

(firma)
Angel G. Magallon

EJECUTADO el 1 de mayo, 2006.

(firma)
Kyle W. Boone

EJECUTADO el 1 de mayo, 2006.

(firma)
James R. Bardwell

109162
92

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by M.K. Carter

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

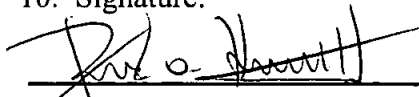
6. the twelfth of March, 2009

7. by Assistant Authentication Officer, United States Department of State

8. No. 09016839-3

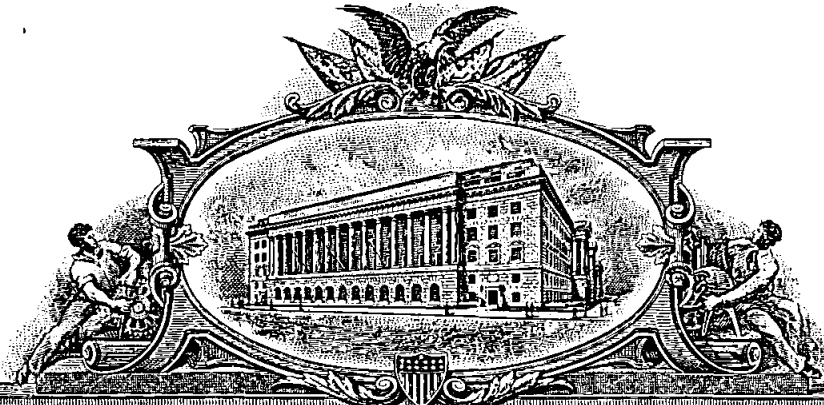
9. Seal/Stamp:

10. Signature:



Patrick O. Hatchett

A 7172606



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

March 04, 2009

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
SEPTEMBER 21, 2006.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



M. K. CARTER

Certifying Officer



94

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Medi-Flex, Inc.	08/09/2006
RECEIVING PARTY DATA	
Name:	Enturia, Inc.
Street Address:	11400 Tomahawk Creek Pkwy
Internal Address:	Suite 310
City:	Leawood
State/Country:	KANSAS
Postal Code:	66211
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	5752363
Patent Number:	D386849
Patent Number:	5445462
Patent Number:	5538353
Patent Number:	5690958
Patent Number:	5772346
Patent Number:	D396911
Patent Number:	6536975
Patent Number:	6729786
Patent Number:	6991394
Patent Number:	6991393
Application Number:	11254318
Application Number:	11285511
Application Number:	60773261

CH \$640.00 5752363

500154677

PATENT
REEL: 018279 FRAME: 0798

95

Application Number:	11381045
Application Number:	11381047

CORRESPONDENCE DATA

Fax Number: (816)421-5547
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-474-6550
Email: bhoward@shb.com
Correspondent Name: Ms. Jean M. Dickman
Address Line 1: Shook Hardy & Bacon LLP
Address Line 2: 2555 Grand Blvd.
Address Line 4: Kansas City, MISSOURI 64108

NAME OF SUBMITTER:	Bradley R. Howard
--------------------	-------------------

Total Attachments: 2
source=Name Change Doc#page1.tif
source=Name Change Doc#page2.tif

96

RON THORNBURGH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

August 11, 2006

VIRGINIA GRIFFITH - FED EX
ENTURIA, INC.

RE: ENTURIA, INC.

ID #: 93-295-4

To The Corporation

A certified copy of the amendment that was recently filed in the Corporations Division of our office is enclosed.

Every corporation in Kansas is assigned an identification number. Use of this number in any correspondence with our office will give us immediate access to your file and enable us to offer you faster, more efficient service. Your corporation's identification number is at the top of this letter.

bkc

Business Services: (785) 296-4564
FAX: (785) 296-4570

Web site: www.kssos.org
e-mail: kssos@kssos.org

Elections: (785) 296-4561
FAX: (785) 291-3051

PATENT
REEL: 018279 FRAME: 0800

93 2984

Contact Information

Kansas Secretary of State
 Ron Thornburgh
 Memorial Hall, 1st Floor
 120 S.W. 10th Avenue
 Topeka, KS 66612-1394
 (785) 296-4564
 kssos@kssos.org
 www.kssos.org

KANSAS SECRETARY OF STATE
Domestic For Profit Corporation Certificate of Amendment
AP**53-14**

All information must be completed or this document will not be accepted for filing.

08-10-2006

09:34:00

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\$35.00

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AA



01574558

1. Name of the corporation:

Medi-Flex, Inc.

Name must match the name on record with the secretary of state

2. The articles of incorporation are amended as follows:

Article I of the Amended and Restated Articles of Incorporation, as amended, is hereby further amended to read, in its entirety, as follows:

 Article I
 Name

The name of the corporation (hereinafter called the "Corporation") is: Enturia, Inc.

The amendment was duly adopted in accordance with the provisions of K.S.A. 17-6602.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

 Executed on the 9 of August, 2006
 Day Month Year

 Authorized Officer John G. Brandmeyer, Secretary

SECRETARY OF STATE

2006 AUG -9 AM 9:03

 I hereby certify this to be a true and
 correct copy of the original on file.
 Certified on this date: Aug. 9, 2006
 Ron Thornburgh, Secretary of State
Instruction

Submit this form with the \$35 filing fee.

Notice: There is a \$25 service fee for all returned checks.

TRADUCCIÓN AL ESPAÑOL DEL DOCUMENTO DE CAMBIO DE NOMBRE DE
MEDI-FLEX, INC. A ENTURIA, INC.

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América

Este documento público

- 2. ha sido firmado por M.K. Carter
- 3. actuando en capacidad de Funcionario que Certifica
- 4. lleva el sello/timbre de la Oficina de Marcas y Patentes de E.U.

Certificado

- 5. en Washington, D.C.
- 6. el doce de marzo de 2009
- 7. por el Funcionario de Autenticación Asistente, Departamento de Estado de los Estados Unidos.
- 8. No. 09016839-3
- 9. Sello/timbre

10. Firma

(Firma)

Patrick O. Hatchett

[Sello]

100

LOS ESTADOS UNIDOS DE AMÉRICA
A TODO AQUEL QUE PUEDA LLEGAR LA PRESENTE:

DEPARTAMENTO DE COMERCIO DE ESTADOS UNIDOS
Oficina de Marcas y Patentes

Marzo 04, 2009

LA PRESENTE CERTIFICA QUE EL ANEXO ES UNA COPIA VERDADERA DE
LOS ARCHIVOS DE ESTA OFICINA DE UN DOCUMENTO ARCHIVADO EL 21
DE SEPTIEMBRE DE 2006.

Por la autoridad del
Subsecretario de Comercio para la Propiedad Intelectual
y Director de la Oficina de Marcas y Patentes de los Estados Unidos

(Firma)
M.K. CARTER
Funcionario que certifica

Hay un sello que dice:
Oficina de Marcas y Patentes de Estados Unidos
Departamento de Comercio

101

CESIÓN DE PATENTE	
Versión electrónica v1.1	
Versión de la hoja v1.1	
TIPO DE PRESENTACIÓN:	CESIÓN NUEVA
NATURALEZA DEL ACUERDO:	CAMBIO DE NOMBRE
DATOS DE LA PARTE CEDENTE	
Nombre	Fecha de ejecución
Medi-Flex, Inc.	09/08/2006
DATOS DE LA PARTE QUE RECIBE	
Nombre:	Enturia, Inc.
Dirección:	11400 Tomahawk Creek Parkway
Dirección Interna:	Oficina 310
Ciudad:	Leawood
Estado/País:	KANSAS
Código Postal:	66211
NÚMERO DE PROPIEDADES Total: 16	
Tipo de Propiedad	Número
Número de Patente:	5752363
Número de Patente:	D386849
Número de Patente:	5445462
Número de Patente:	5538353
Número de Patente:	5690958
Número de Patente:	5772346
Número de Patente:	D396911
Número de Patente:	6536975
Número de Patente:	6729786
Número de Patente:	6991394
Número de Patente:	6991393
Número de Solicitud:	11254318
Número de Solicitud:	11285511
Número de Solicitud:	60773261
500154677	
PATENTE	
ROLLO: 018279 CUADRO: 0798	

Número de Solicitud:	11381045
Número de Solicitud:	11381047
DATOS DE CORRESPONDENCIA Número de Fax: (816)421-5547 <i>La correspondencia será enviada por Correo de Estados Unidos cuando los intentos de hacerlo por fax no sean exitosos.</i> Teléfono: 816 474 6550 Correo electrónico: bhoward@shb.com Nombre del destinatario: Ms. Jean M. Dickman Dirección Línea 1: Shook Hardy & Bacon LLP Dirección Línea 2: 2555 Grand Blvd. Dirección Línea 4: Kansas City, MISSOURI 64108	
NOMBRE DEL REMITENTE:	Bradley R. Howard
Anexos totales:2 Fuente=Cambio de Nombre Doc#page1.tif Fuente=Cambio de Nombre Doc#page2.tif	

RON THORNBURGH
Secretario de Estado

103
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

ESTADO DE KANSAS

Agosto 11, 2006

VIRGINIA GRIFFITH – FED EX
ENTURIA, INC.

RE: ENTURIA, INC.

Número de identificación: 93-295-4

A la Corporación

Adjunta se encuentra una copia certificada de la modificación que fue presentada recientemente en la División de Corporaciones de nuestra oficina.

A cada corporación en Kansas se le asigna un número de identificación.

El uso de este número en cualquier correspondencia con nuestra oficina nos dará acceso inmediato a su expediente y nos permitirá ofrecerle un servicio más rápido y eficiente. El número de identificación de su corporación se encuentra en la parte superior de esta carta.

bkc

Servicios para empresas (785)296-4564
Fax: (785)296-4570

Sitio Web: www.kssos.org
e-mail: kssos@kssos.org

Elecciones: (785)296-4561
Fax: (785)291-3051

PATENTE

ROLLO: 018279 CUADRO: 0800

SECRETARIO DE ESTADO DE KANSAS

Certificado de Modificación de una Corporación con Ánimo de Lucro Local

Información de Contacto
Secretario de Estado de Kansas
RON THORNBURGH
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
kssos@kssos.org
www.kssos.org

Toda la información debe estar completa o de lo contrario el documento no será aceptado para presentación

1. Nombre de la corporación:

Medi-Flex, Inc.

El nombre debe coincidir con el registrado ante el secretario de estado.

2. Los artículos de incorporación se modifican como sigue:

Por medio de la presente se modifica el Artículo I de la Modificación y Artículos de Incorporación Reestablecidos, como se modificaron, para leerse en su totalidad como sigue:

Artículo I

Nombre

El nombre de la corporación (de ahora en adelante llamada "La Corporación") es: Enturia, Inc.

La modificación fue debidamente adoptada de acuerdo con las disposiciones del K.S.A 17-6602.

Yo declaro bajo pena de perjurio contemplada en las leyes del estado de Kansas que el anterior documento es verdadero y correcto.

Ejecutado el 9 de agosto, 2009
Día Mes Año

(firma)
Funcionario Autorizado John G. Brandmeyer, Secretario

Hay un sello que dice:
Por la presente certifico que esta es una copia verdadera y correcta del original que reposa en el archivo
Certificado en esta fecha: Agosto 9, 2006
Ron Thornburgh, Secretario de Estado

Instrucción
Presente este formato con la tarifa oficial de \$35
Nota: Hay una tarifa de servicio de \$25 para todos los cheques devueltos

REGISTRADO: 09/21/2006

PATENTE

ROLLO: 018279 CUADRO: 0801

105

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIVISION DE NUEVAS CREACIONES

PATENTE

X

MODELO DE UTILIDAD

DISEÑO INDUSTRIAL

SOLICITANTE/S. RAZON SOCIAL O APELLIDOS Y NOMBRES ALLEGIANCE CORPORATION

DOMICILIO ESTADOS UNIDOS DE AMERICA

APODERADO JUAN PABLO CADENA SARMIENTO

TITULO SOLUCIÓN ANTISÉPTICA ACUOSA Y COLORANTE ANIÓNICO COMPATIBLE PARA
TENIR LA PIEL

EXPEDIENTE No. 08 127.733

CLASIFICACION

01.12.08

ROLLO MICROFILM

CERTIFICADO No.

FECHA DE CONCESION

VIGENCIA DESDE

HASTA

PRORROGA

CAMBIO DE NOMBRE

TRASPASO A

INVENTOR (ES) ANGEL G. MAGALLON, KYLE W. BOONE, JAMES R. BARDWELL

OTROS

106

 Industria y Comercio SUPERINTENDENCIA		SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO DIVISION DE NUEVAS CREACIONES TARJETA ARCHIVO TEMÁTICO				
PATENTE DE INVENCION <u> </u> PCT <u> </u>		MODELO DE UTILIDAD <u> </u> DISEÑO INDUSTRIAL <u>X</u>				
(21) N° de solicitud: 08 127.733		(22) Fecha de solicitud: 01-12-2008		FIGURA CARACTERISTICA 6 x 6 cm		
(541) Clasificación Internacional:						
(71) Solicitante(s): ALLEGIANCE CORPORATION						
(72) Inventor(es): Angel G. MAGALLON, Kyle W. BOONE, James R. BARDWELL						
(74) Agente: JUAN PABLO CADENA SARMIENTO						
(30) Prioridad	(31)	No. Prioridad	(32)	Fecha	(33)	País
		11/381,045		01-05-2006		US
(85) Fecha inicio fase nacional: 01-12-2008			(87) Publicación internacional:			
(86) Datos relativos a la presentación de la solíc. PCT			Fecha: 15-11-2007			
Fecha de presentación de la solicitud: 01-05-2007			No. Publicación: WO 2007/130982 A3			
No. de solicitud: PCT/US2007/067938						
(54) Título: SOLUCIÓN ANTISÉPTICA ACUOSA Y COLORANTE ANIÓNICO COMPATIBLE PARA TERNIR LA PIEL						
(57) Resumen						
Soluciones antisépticas acuosas y colorantes compatibles y métodos para elaborar y usar tales soluciones y su método de preparación.						
CONTINUA AL RESPALDO...						

(21) N° de solicitud: 08 127.733	(51) Int Cl:
(22) Fecha de solicitud: 01-12-2008	(71) Solicitante(s) ALLEGIANCE CORPORATION
(30) Prioridad (31) No. Prioridad (32) Fecha (33) País	(72) Inventor(es) Angel G. MAGALLON, Kyle W. BOONE, James R. BARDWELL
11/381,045 01-05-2006 US	(74) Agente: JUAN PABLO CADENA SARMIENTO
(85) Fecha inicio fase nacional: 01-12-2008	(87) Publicación internacional
(86) Datos relativos a la presentación de la solicitud PCT	Fecha: 15-11-2007
Fecha de presentación de la solicitud: 01-05-2007	N° publicación: WO 2007/130982 A3
No. de solicitud: PCT/US2007/067938	
(54) Título: SOLUCIÓN ANTISÉPTICA ACUOSA Y COLORANTE ANIÓNICO COMPATIBLE PARA TEÑIR LA PIEL	

(57) Resumen

Soluciones antisépticas acuosas y colorantes compatibles y métodos para elaborar y usar tales soluciones y su método de preparación.



2020
Bogotá D.C.,

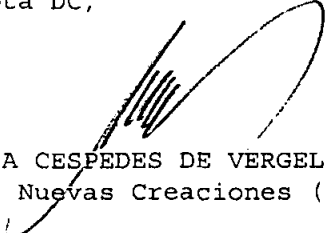
Doctor(a)
CADENA SARMIENTO JUAN PABLO
Apoderado(a) y/o Representante de
ENTURIA, INC

REFERENCIA	Radicación No.	8 127733
	Solicitud internacional	PCT/US2007/067938
	Fecha inicio fase nacional	01/12/2008
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	9539
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

07 DIC. 2009


ALIX CARMENZA CESPEDES DE VERGEL
Directora de Nuevas Creaciones (c)

adpall

DIVISIÓN DE NUEVAS CREACIONES

RADICACIÓN EXPEDIENTE No. 08-127733

EL EXTRACTO DE LA PRESENTE SOLICITUD DE **PATENTE DE INVENCION**
FUE PUBLICADO EN LA GACETA DE PROPIEDAD INDUSTRIAL No **613** DE
FECHA **19 DE FEBRERO DE 2010** EL TÉRMINO HÁBIL SEÑALADO POR LA
LEY EXPIRA EL **25 DE MAYO DEL 2010**

NOTA: Dentro del plazo de los seis (6) meses siguientes a partir de la fecha de publicación en la gaceta de Propiedad Industrial, deberá solicitar y cancelar el examen de patentabilidad so pena de que la solicitud caiga en abandono, de acuerdo con lo establecido en el Artículo 44 de la Decisión 486/2000.

SE PRESENTARON OPOSICIONES POR PARTE DE TERCEROS.

SI ☐ NO ☒ X ☐