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GENERAL CONVEYANCE
AND
ASSUMPTION OF LIABILITIES

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN ASBESTOS COMPANY, a Delaware corporation (hereinafter called "Transferor"), in accordance with Plan of Liquidation of said corporation and in complete cancellation of its capital stock, owned by H. K. PORTER COMPANY, INC., a Delaware corporation (hereinafter called "Transferee"), and for the assumption by Transferee of all debts, liabilities and obligations of the Transferor as hereinbelow provided, has assigned, transferred, and set over and does hereby assign, transfer, and set over unto the Transferee, its successors and assigns, FOREVER:

All of the Transferor's business, property and assets of every kind and nature and wheresoever situated, whether tangible or intangible, and all right, title and interest of the Transferor therein and thereto, including, without limiting the generality of the foregoing, all land, buildings, machinery and equipment, drawings, parts and appliances; all furniture and fixtures and all vehicles, including automobiles and trucks; all inventory, finished goods, raw materials, work in process, merchandise, products, supplies and stores; all United States and foreign trade-marks, trade-rights and trade-names of every sort and kind, belonging to the Transferor and its business, and the good will thereof, and the right to continue said business and to use said good will and the corporate title, SOUTHERN ASBESTOS COMPANY, or any similar title, and the exclusive right to use all of said titles, trade-marks, trade-rights and trade-names in carrying on the said or any other business; all rights to the corporate title, SOUTHERN ASBESTOS COMPANY, or any similar title; all United States and foreign copyrights, applications for copyrights, patents, applications for patents, patent rights [illegible]

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of patent rights or patent licenses, processes, inventions, improvements, rights under and interests in and claims to patents, patent licenses and other patent rights, processes, inventions, and improvements, and all rights, claims and causes of action to recover for past infringement thereof; all leases and contracts and contract rights of any and every sort, nature or description, and all other rights, privileges and franchises used or of use in, or in connection with or acquired for, said business; all cash, shares of stock and other securities, notes, bills receivable, accounts receivable, notes receivable, payments made or to be made, claims, claims for tax refunds, tax refunds, rights and causes of action; all bank accounts, advances, prepaid insurance, prepaid taxes, and other prepaid items; all vouchers, books of accounts, records, correspondence, papers, documents, instruments of any and every sort and nature; and any and all rights, claims, judgments and causes of action, including those represented or evidenced by or flowing or growing from or arising or existing under any of the foregoing.

Transferor covenants and agrees that it will execute and deliver such further instruments, powers of attorney, papers and documents as the Transferee, its successors or assigns, may from time to time hereafter reasonably request further to evidence and/or establish the assignment, transfer and setting over by the Transferor to the Transferee of the aforesaid business, property and assets, and the right, title and interest of the Transferee therein and thereto, or to enable or assist the Transferee, its successors or assigns, to use, enjoy, collect, receive or reduce to its possession any of the same, or to enable the Transferor to collect, receive or reduce to possession any of the same for delivery to the Transferee.

In consideration of such assignment, transfer and setting over, the Transferee hereby assumes and agrees to pay, carry out and perform all debts, liabilities and obligations of the Transferor of every nature and description whatsoever.

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This instrument is delivered pursuant to Plan of Liquidation of the Transferor duly approved and adopted by the Transferor and by the Transferee.

IN WITNESS WHEREOF, the Transferor has caused these presents to be duly executed by its duly authorized officers this 1st day of December, 1959.

ATTEST: SOUTHERN ASBESTOS COMPANY

E R Moran
Secretary

By C L Holbert
President

STATE OF PENNSYLVANIA )
) SS:
COUNTY OF ALLEGHENY )

Before me, a Notary Public in and for said County and State, personally appeared the above named SOUTHERN ASBESTOS COMPANY, by C. L. HOLBERT, its President, and E. R. MORAN, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pittsburgh, Pennsylvania, this 1st day of December, 1959.

FRANK A. LELOUX, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires January 7, 1961

Frank A. Leloux
Notary Public

The foregoing is hereby accepted and agreed to this 1st day of December, 1959.

ATTEST: H. K. PORTER COMPANY, INC.

E R Moran
Secretary

By C L Holbert
President

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