

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

IN RE: ) Chapter 11  
MOLL INDUSTRIES, INC., *et al.*,<sup>1</sup> ) Case No. 10-11371 (MFW)  
 ) Jointly Administered  
 )  
Debtors. ) **Related Docket No. 488**

**ORDER PURSUANT TO BANKRUPTCY CODE SECTION 105 AND  
BANKRUPTCY RULE 9019 FOR APPROVAL OF A SETTLEMENT AMONG DEBTOR  
MOLL INDUSTRIES, INC., FPE NC, LLC AND ACTON PHARMACEUTICALS, INC.**

Upon consideration of the *Debtors' Motion for Entry of an Order Pursuant to Bankruptcy Code Section 105 and Bankruptcy Rule 9019 for Approval of a Settlement Between Moll Industries, Inc., et al., FPE NC, LLC and ACTON Pharmaceuticals, Inc.* (the "Motion"); and it appearing that the relief requested therein is in the best interest of the Debtors, their estates and creditors; and it appearing that the Court has jurisdiction over this matter; and it appearing that notice of the Motion as set forth therein is sufficient, and that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Settlement Agreement among Moll Industries, Inc., et al., FPE NC, LLC and ACTON Pharmaceuticals, Inc. attached hereto as Exhibit 1 is approved in its entirety; and it is further

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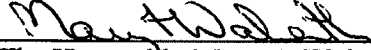
<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

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ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or in relation to the implementation of this Order.

Dated: February 9, 2011

  
\_\_\_\_\_  
The Honorable Mary F. Walrath  
United States Bankruptcy Judge

# Exhibit 1

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** ("Settlement Agreement") by and among Moll Industries, Inc. ("Moll"), *et al.*, debtors (the "Debtors") in Case No. 10-11371 (MFW) (Jointly Administered) in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), FPE NC, LLC ("FPE") and ACTON Pharmaceuticals, Inc. ("ACTON") is made and entered into this 21<sup>st</sup> day of January, 2011.

**WHEREAS**, On April 27, 2010 (the "Petition Date"), each of the Debtors filed a voluntary petition pursuant to Chapter 11 of the Bankruptcy Code commencing the Debtors Bankruptcy Cases; and

**WHEREAS**, the Debtors were a significant provider of global injection molding and full-service contract manufacturing solutions for the medical market and were also specialists in drug delivery, surgical devices, enclosures and fluid delivery products; and

**WHEREAS**, in August, 2010, ACTON and Moll entered into that certain Moll Industries Supplier Agreement (the "Supply Agreement"); and

**WHEREAS**, pursuant to the Supply Agreement, Moll was to procure for ACTON certain molds and tooling (the "Tools") to be used in the manufacturing of product for ACTON; and

**WHEREAS**, ACTON has paid to Moll a deposit in the amount of \$57,789.69 (the "Deposit") for the procurement by Moll of Tools for ACTON; and

**WHEREAS**, Moll has to date spent \$27,122.12 in the procurement of Tools for Action and continues to hold the remainder of the deposit in the amount of \$30,667.57 (the "Remaining Deposit"); and

**WHEREAS**, on September 16, 2010, the Bankruptcy Court entered an order (the "Sale Order") [Docket No. 324] authorizing the Debtors to sell substantially all of their machinery and equipment to Branford Auctions, LLC, which sale closed on September 17, 2010; and

**WHEREAS**, ACTON has asserted that it has a potential administrative claim against Moll of over \$1,000,000 arising from Moll's inability to perform its obligations under the Supply Agreement following the liquidation of Moll's Machinery and Equipment; and

**WHEREAS**, the Debtors dispute ACTON's asserted administrative claim; and

**WHEREAS**, on October 8, 2010, the Court entered its Order Authorizing the Debtors to (I) Lease Certain of Its Real Property Located in Seagrove, North Carolina, and (II) Sell Certain Raw Material Free and Clear of Encumbrances (the "FPE Order") [Docket No. 361]; and

**WHEREAS**, pursuant to the FPE Order, the Debtors leased a portion of their Seagrove, North Carolina manufacturing facility to FPE and sold certain remaining raw materials to FPE; and

WHEREAS, FPE is now using the leased portion facility to manufacture product for and service certain of the Debtors' former customers, including ACTON; and

WHEREAS, ACTON and FPE have agreed that FPE shall complete the procurement of the Tooling for ACTON; and

WHEREAS, Moll has agreed, subject to approval of the Bankruptcy Court, to turnover the Remaining Deposit to FPE provided that ACTON release any and all claims it may have against Moll arising from the Supply Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby stipulate and agree as follows:

1. Within three (3) days following the execution of this Settlement Agreement, the Debtors shall file a motion with the Bankruptcy Court requesting approval of the Settlement Agreement.

2. Within seven (7) days following the entry of an order of the Bankruptcy Court's approving of the Settlement Agreement, the Debtors shall turnover the Remaining Deposit to FPE.

3. Effective immediately upon the payment and turnover by the Debtors of the Remaining Deposit to FPE (the "Settlement Date"), ACTON, on behalf of itself and its affiliates, successors and assigns, fully and forever releases and discharges the Debtors and their employees, officers, directors, agents and attorneys, from any and all claims, causes of action, rights, liabilities, obligations, lawsuits and demands of any kind, known or unknown, asserted or unasserted, arising from or in any way related to the Supply Agreement.

4. Effective immediately upon the Settlement Date, the Debtors, on behalf of themselves and their successors and assigns, fully and forever release and discharge ACTON and its employees, officers, directors, agents and attorneys, from any and all claims, causes of action, rights, liabilities, obligations, lawsuits and demands of any kind, known or unknown, asserted or unasserted, arising from or in any way related to the Supply Agreement.

5. The Parties hereby declare that the terms of this Settlement Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, settlement and release of any and all claims disputed or otherwise, relating to the Supply Agreement.

6. The Parties each warrant that they have made no assignment, and hereafter will make no assignment of any claim, chose in action, right of action, or any other right released pursuant to this Settlement Agreement.

7. The Parties each shall bear their respective attorneys' fees and costs, including without limitation, settlement negotiations and implementation of this Settlement Agreement. However, if any action is commenced by any Party hereto to enforce the provisions of this Settlement Agreement, the prevailing party shall be entitled to an award, in addition to any other claims or damages, of its costs and expenses, including attorneys' fees, in connection with said action.

8. The Parties hereto have read all of the foregoing and represent that this Settlement Agreement has been explained to them by their respective legal counsel, and that each understands all of the provisions hereto.

9. This Settlement Agreement is binding on and for the benefit of the Parties, as well as their respective parents, subsidiaries, representatives, successors and assigns.

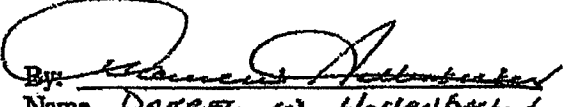
10. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures. This Settlement Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement which shall be binding on the Parties hereto.

IN WITNESS WHEREOF the Parties have caused this Settlement Agreement to be executed by themselves or on their behalf by their respective attorneys as of the date first above mentioned.

**MOLL INDUSTRIES, INC., ET AL**

By:   
Name: Jeffrey Merritt  
Title: Chief Restructuring Officer

**FPE NC, LLC**

By:   
Name: DARREN W. HOLLENBACK  
Title: V.P. - FINANCE & TREASURER

**ACTON PHARMACEUTICALS, INC.**

By:   
Name: Daniel Kreisler  
Title: President

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# Exhibit B

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Dated: February \_\_, 2011

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The Honorable Mary F. Walrath  
United States Bankruptcy Judge