

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

IN RE:)	Chapter 11
)	
MOLL INDUSTRIES, INC., <i>et al.</i> , ¹)	Case No. 10-11371 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Related Docket No. 137

**ORDER (A) AUTHORIZING THE SALE OF CERTAIN ASSETS
OF THE DEBTORS TO BRANFORD AUCTIONS, LLC FREE AND
CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND
OTHER INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the "Debtors"), for entry of an order, among other things: (i) approving the Asset Purchase Agreement attached hereto as Exhibit 1 (the "APA") between the Debtors and the successful bidder at the Auction, Branford Auctions, LLC (the "Purchaser), (ii) authorizing the sale of certain of the Debtors' assets to the Purchaser as set forth on Schedule 1(a) to the APA (the "Acquired Assets") free and clear of all liens, claims, encumbrances and other interests (collectively, the "Liens" or "Encumbrances"), (iii) approving the Transition License and Operating Agreement attached hereto as Exhibit 2 (the "Transition Agreement"), and (iv) granting other related relief; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28

¹ 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).

² Unless otherwise stated, all capitalized items not defined herein shall have the same meaning as set forth in the Motion.

U.S.C. §157; and adequate notice of the Motion and opportunity for objection having been given; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on September 8, 2010 (the "Sale Hearing"); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth here.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a) and 363(b), (f), and (m) of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 9007 and 9014.

D. This Court entered the Sale Procedures Order on June 23, 2010 (Docket No. 175).

Notice of the Sale, Auction and the Sale Hearing

E. Actual written notice of the Sale Hearing, the Auction, the Motion, the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to parties in interests, including, including, but not limited to the following parties:

- a. the United States Trustee;
- b. counsel to the Committee;
- c. counsel to NexBank;
- d. the Debtors' prepetition secured lenders;
- e. the Debtors' 20 largest unsecured creditors;
- f. all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service;
- g. the United States Department of Justice;
- h. all parties that have requested special notice pursuant to Bankruptcy Rule 2002;
- i. all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets;
- j. the counterparties to each of the Debtors contracts and leases that may be an Assigned Contract;
- k. all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Acquired Assets;
- l. the Attorneys General in the States where the Acquired Assets are located;

m. the United States Environmental Protection Agency; and

n. any applicable state environmental agency.

F. The Sale Notice provided all interested parties with timely and proper notice of the Sale, the Sale Hearing, and the Auction.

G. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1), and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale required by the Sale Procedures and the Sale Procedures Order. The foregoing notice described in paragraph E was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, or the Sale is required.

Good Faith of Purchaser

H. The Purchaser is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

I. The Purchaser is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (b) Purchaser substantially complied with the provisions in the Sale Procedures Order; (c) Purchaser’s bid was subjected to the competitive bidding procedures set forth in the Sale Procedures Order; (d) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in

connection with the Sale have been disclosed; (e) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtors; and (g) the negotiation and execution of the APA and any other agreements or instruments related thereto, including the Transition Agreement, was at arm's-length and in good faith.

Highest and Best Offer

J. The Debtors conducted an Auction process in accordance with, and has otherwise complied in all material respects with, the Sale Procedures Order. The Auction process set forth in the Sale Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

M. The APA constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

O. Approval of the Sale Motion and the APA and the consummation of the transactions contemplated thereby are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale. The Debtors are authorized pursuant to sections 105(a), 363, 1123, and 1142 of the Bankruptcy Code to, among other things, enter into the APA and the Transition Agreement and sell the Acquired Assets free and clear of all Encumbrances pursuant to the terms of the APA and this Order.

No Fraudulent Transfer

Q. The consideration provided by the Purchaser pursuant to the APA for its purchase of the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

R. The Purchaser is not a mere continuation of the Debtors or their estates and there is no continuity between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtors.

Validity of Transfer

S. The Debtors have full corporate power and authority to execute and deliver the APA, the Transition Agreement, and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APA or the Transition Agreement, except as otherwise set forth therein.

T. The transfer of the Acquired Assets to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will, as of the Closing Date, vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances accruing, arising, or relating to any time prior to the Closing Date.

Section 363(f) Is Satisfied

U. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale of the Acquired Assets to the Purchaser was not (except as otherwise provided in the APA) free and clear of all Encumbrances of any kind or nature whatsoever.

V. The Debtors may sell the Acquired Assets free and clear of all Encumbrances because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Encumbrances against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

W. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the APA. Time is of the essence in consummating the Sale.

X. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the purchase price under the APA, the proposed Sale of the Acquired Assets to Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved as set forth herein, and the APA, the Sale contemplated thereby, and the Transition Agreement Are approved as set forth in this Order.

2. All objections to the Motion or relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing, have not been addressed in or continued by this order, or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objecting parties have been otherwise satisfied or adequately provided for herein.

Approval of the APA

3. The APA, the Transition Agreement, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

4. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement, and close fully the APA and the Transition Agreement, together with all additional instruments and documents that may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

5. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of (whether known or unknown), and holders of equity interests in the Debtors, any

holders of Encumbrances against or on all or any portion of the Acquired Assets, the Purchaser and all successors and assigns of the Purchaser. This Order, the APA, and the Transition Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

Transfer of the Acquired Assets

6. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets on the Closing Date. Upon the closing, the Purchaser shall take title to and possession of the Acquired Assets subject only to the APA and Transition Agreement, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets and, upon the Debtors' receipt of the purchase price, shall be free and clear of all Encumbrances. Encumbrances, if any, shall attach to the proceeds of the sale according to their relative priorities.

7. Except as expressly permitted or otherwise specifically provided by the APA or this Order, all persons and entities holding claims against the Debtor or Encumbrances or interests in the Acquired Assets arising under or out of, in connection with, or in any way relating to the Debtor, the Acquired Assets, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Acquired Assets, such persons' or entities' interests in and to the Acquired Assets. On the Closing Date, each creditor is directed to execute such documents and take all other actions as may be necessary to release Encumbrances on the Acquired Assets, if any, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

8. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and

transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and this Order.

9. All entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser or its assignee at the Closing.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel all liens and other encumbrances of record.

11. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on, or interests in, the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Encumbrances which the person or entity has or may assert with respect to the Acquired Assets, the Debtors and/or the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets.

12. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the

documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

13. Effective upon the Closing Date, all persons and entities who have held, hold or may hold any Claim (as defined under section 101(5) of the Bankruptcy Code) are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Acquired Assets, with respect to any (a) Encumbrances (other than a Permitted Lien) arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties; (iii) creating, perfecting or enforcing any Encumbrances by the Purchaser, its successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization with respect to the Acquired Assets.

14. Except as set forth in the APA and the Transition Agreement, the Purchaser shall not have any liability of the Debtors or their estates arising under or related to the Acquired Assets. Without limiting the generality of the foregoing, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date. The consideration provided by the Purchaser in purchasing the Acquired Assets shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of the Encumbrances against the Debtors or the Acquired Assets.

15. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections

of section 363(m) of the Bankruptcy Code. The Sale of the Acquired Assets to Purchaser is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

16. Nothing contained in any order of any type or kind entered in (i) these chapter 11 cases or (ii) any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the APA or the terms of this Order.

17. Upon the Closing of the sale of the Acquired Assets, the Debtors shall hold in reserve the sum of \$47,817.60 with respect to the secured claim asserted by Randolph County until such time as it is determined whether Randolph County has an allowed secured claim. If Randolph County is determined to have an allowed secured claim, the amount held in reserve shall be used to pay the allowed secured claim of Randolph County.

18. To the extent the Acquired Assets contain records of the pension plan sponsored by the Debtors (the "Pension Plan") or employment records of Pension Plan participants, the Purchaser shall store, and preserve any such records until the Pension Benefit Guaranty Corporation ("PBGC") has completed its investigation regarding the Pension Plan sponsored by the Debtors and shall make such documents available to the PBGC for inspection and copying. Such records include, but are not limited to, any Pension Plan governing documents, actuarial documents, and employment records (collectively, the "Pension Plan Documents"). The Debtors shall retain and not abandon any Pension Plan Documents that are not Acquired Assets until the PBGC has completed its investigation regarding the Pension Plan sponsored by the Debtors and shall make such documents available to the PBGC for inspection and copying.

19. Notwithstanding anything to the contrary in this Order, the Asset Purchase Agreement or any related documents, and as set forth in that certain Moll Industries Supplier Agreement dated as of July 13, 2010 (the "Supply Agreement") between Moll Industries Inc.

("Moll") and Acton Pharmaceuticals, Inc. ("Acton"), the Acquired Assets (as defined in the Purchase Agreement) shall not include any and all tools, molds, equipment, special gauges, jigs or similar items ("Acton Equipment") or any technology, intellectual property, product design, manufacturing processes, trade secrets, financial, confidential or other information concerning or relating to Acton's business ("Acton Confidential Information", and together with the Acton Equipment, the "Acton Property"). The Acton Property is the sole and exclusive property of Acton and is not property of the estates. The Debtors shall turn over the Acton Property in compliance with the Supply Agreement. Acton personnel shall have access to the Debtors' facilities where Acton Equipment is situated to aid in identifying and tagging the Acton Equipment as property of Acton.

20. TM Acceptance Corp. ("TMA") entered into three (3) Equipment Lease Agreements, Nos. 3187, 3188, and 3477, and amendments thereto, with the Debtors (collectively, the "Subject Leases") with respect to three (3) Toshiba Plastic Injection Molding Machines specifically referred to in the Subject Leases (collectively, the "Subject Toshiba Machines"). On June 25, 2010, the Debtors filed and served the *Notice of Debtors' Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Setting Forth the Cure Amounts* (the "Cure Notice") [Docket No. 181] listing the Subject Leases as leases that may be assumed and assigned. Thereafter, TMA filed its Limited Objection of *TM Acceptance Corp. to Notice of Debtor's Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Setting Forth the Cure Amounts* [Docket No. 279] whereby TMA, among other things, objected to the proposed cure amounts for TMA set forth in the Cure Notice ("TMA's Objection"). The Debtors subsequently filed their Response to TMA's Objection alleging that the Subject Leases are financing agreements. TMA agrees that the Debtors may sell the Subject

Toshiba Machines free and clear of the TMA Interests in the Subject Toshiba Machines (defined below) except with respect to the proceeds thereof, and the TMA Interests in the Subject Toshiba Machines shall attach to the Reserve (defined below) to the same extent and with the same validity and priority as TMA's interests in the Subject Toshiba Machines as of the Petition Date and the Closing Date. In order to avoid delaying the Sale, the Debtors shall reserve from the Sale Proceeds \$250,000.00 in favor of TMA (the "Reserve") so that the Debtors and TMA can continue to negotiate over the resolution of TMA's Objection and to allow the Court to rule on TMA's Objection in the event the parties cannot amicably resolve TMA's Objection. The Debtors agree that they shall (i) assume and cure all defaults and exercise the purchase option in accordance with the terms of a Subject Lease (a "TMA Cure Amount") to the extent the Bankruptcy Court determines (or TMA and the Debtors otherwise agree) that such Subject Lease is a true lease; and (ii) pay to TMA the allowed amount of any allowed secured claim granted to TMA with respect to a Subject Lease (a "TMA Allowed Secured Claim") to the extent the Bankruptcy Court determines (or TMA and Debtors otherwise agree) that such Subject Lease is a financing agreement. Notwithstanding the foregoing, TMA and the Debtors understand and agree that to the extent the aggregate total of all TMA Cure Amounts and TMA Allowed Secured Claims exceeds the amount of the Reserve, it will be allowed as an unsecured claim. Nothing contained in this Order constitutes a waiver of any secured claim; nor an adjudication or waiver of (i) any fact, claim, or defense related to TMA's claims, (ii) the title, ownership and security interests TMA asserts against the Subject Toshiba Machines and any proceeds thereof (collectively, the "TMA Interests in the Subject Toshiba Machines"), (iii) the nature, extent, validity or priority of TMA's existing title, ownership or security interests in the Subject Toshiba Machines as of the Closing Date and proceeds thereto including the TMA Interests in the Subject

Toshiba Machines, or (iv) any other matter with respect to TMA and, following the sale of the Subject Toshiba Machines, TMA shall retain in the Reserve whatever interest TMA had in the Subject Toshiba Machines, to the same extent and with the same validity and priority that TMA had with respect to the Subject Toshiba Machines as of the Petition Date and the Closing Date. The entry of this Order shall not adversely affect TMA's rights in and to the Reserve. Moreover, TMA expressly reserves its right to assert an unsecured claim against the Debtors and the Debtors reserve all defenses to such claim. Subject to and contingent upon the foregoing, TMA consents to the Sale.

21. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order and the ten day stay imposed by Bankruptcy Rule 6004(h) shall be, and hereby are, deemed waived.

22. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

23. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

24. The failure specifically to include any particular provision of the APA or the Transition Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

25. The APA, the Transition Agreement, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

26. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the APA, and the Transition Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

27. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. To the extent there are any inconsistencies between the terms of this Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall control.

Dated: September 16, 2010
Wilmington, Delaware



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

BRANFORD AUCTIONS, LLC

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement"), is made as of September ^{9th} 2010, by and between Branford Auctions, LLC., a Connecticut Limited Liability Company with an address located at 896 Main Street, Branford, CT 06405 ("TBG" or the "Buyer") and Moll Industries Inc., a Delaware, corporation with offices located at 13455 Noel Road, Suite 600 Dallas, Texas 75240 ("Seller"). Seller and Buyer are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, Seller is the owner of certain equipment and desires to sell it to TBG and TBG agrees to purchase from Seller certain equipment described in Schedule 1(a) to the Agreement;

WHEREAS, TBG desires to acquire such equipment in accordance with the terms and conditions set forth in this Agreement and then offer the Assets for sale in one or more sales including a public auction (the "Auction")

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Agreement, the representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed by and between the Parties as follows:

1. (a) Purchase and Sale. Seller agrees to sell to TBG, subject to the terms and conditions set forth herein, including but not limited approval of the sale by the United States bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and TBG agrees to purchase from Seller, all of Seller's right, title and interest in the assets described on the attached Schedule 1(a) (the "Acquired Assets").
- (b) Excluded Assets. Notwithstanding anything to the contrary contained in Section 1(a), the Seller will retain all of the Seller's assets that are not specifically listed on Schedule 1(a) including, without limitation, cash and cash equivalents, accounts receivable, inventory, work in progress, raw materials, intellectual property rights, and real property.
2. (a) Purchase Price. The purchase price for the covenants, agreements, representations and indemnifications made in this Agreement by Seller, and for the sale of the Acquired Assets to TBG, shall be the sum of Two Million Seven Hundred and Twenty Thousand (\$2,720,000.00) DOLLARS (the "Purchase Price"), a portion of which has been paid to the Escrow Agent (defined below), and an additional portion of which will be paid to Escrow Agent at Closing (defined below) pursuant and subject to Section 2(d).
- (b) Closing. The closing of the transaction contemplated by this Agreement (the "Closing") will occur as promptly as practicable, but in no event more than 10 business days, following the satisfaction and/or waiver of all conditions to Closing set forth in Sections 10 and 11 of this Agreement (other than any of such condition that by its nature is to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), at the offices of Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE 19801, or at such other place on such other date as the Parties may agree in writing. The date on which the Closing actually occurs will be referred to as the "Closing Date," and the Closing will be deemed effective as of 10:00 a.m., Eastern Daylight time, on the Closing Date (the "Effective Time").

(c) Earnest Money Deposit. TBG has paid to Sullivan Hazeltine Allinson LLC as Escrow Agent (the "Escrow Agent") an earnest money deposit equal to \$250,000.00 (the "Earnest Money") which shall be credited to Buyer as part of the Purchase Price and shall be released and delivered by the Escrow Agent to Seller or Buyer after the Closing in accordance with Sections 2(c), 2(d), 2(e) 2(f) and 2(h). If this Agreement is terminated or becomes null and void for any reason other than TBG's material breach of its obligations hereunder, the Earnest Money shall be paid to TBG. If this Agreement is terminated by the Seller by reason of TBG's breach of its obligations hereunder, the Earnest Money shall be paid to the Seller as liquidated damages and not a penalty provided, however, that TBG's liability for any breach of its obligations hereunder shall not be limited to the amount of the Earnest Money.

(d) Payment. At the Closing, TBG shall pay to Seller an amount equal to \$2,295,000.00 in wire transfer of immediately available funds. Also at the Closing, TBG will pay the Escrow Agent an additional \$175,000.00 which shall be held with the Earnest Money (the collective total of \$425,000.00 to be referred to as the "Escrowed Funds") and released to Seller or Buyer subject to and pursuant to Sections 2(d), 2(e) 2(f) and 2(h). The Escrowed Funds shall be held in escrow by the Escrow Agent in a federally insured commercial bank and disbursed only in accordance with the terms of this Agreement. With respect to the Escrowed Funds, a portion equal to \$375,000.00 is to be held with respect to the equipment listed on Schedule 2(e) pursuant to and subject to Section 2(e) (the "Schedule 2(e) Equipment Funds"). The remaining \$50,000.00 of the Escrowed Funds (the "Damage Funds") are to be held for replacement or repair of Material Damage (as defined in the Transition License and Operating Agreement entered into contemporaneously herewith (the "Transition Agreement")) to the Acquired Assets occurring during the Acquired Asset License Term (as defined in the Transition Agreement) pursuant to Section 2(f) of this Agreement and Article VI of the Transition Agreement.

(e) Schedule 2(e) Equipment Funds. If the Seller is able to deliver good and marketable title to any piece of equipment listed on Schedule 2(e) (the "Schedule 2(e) Equipment") at Closing, the Escrow Agent shall release and deliver to Seller at Closing the allocated amount of the Schedule 2(e) Equipment Funds held in escrow with respect to that piece of Schedule 2(e) Equipment. To the extent that Seller is not able to deliver any piece of the Schedule 2(e) Equipment to Seller on the Closing Date, the Escrow Agent shall continue to hold in escrow the Schedule 2(e) Equipment Funds that are allocated to each applicable piece of the Schedule 2(e) Equipment. If Seller is able to deliver good and marketable title to any piece of the Schedule 2(e) Equipment to TBG after the Closing Date and on or before October 15, 2010 (or such later date as the Parties agree), the Escrow Agent shall release and deliver to Seller the allocated amount of the Schedule 2(e) Equipment Funds held in escrow with respect to that piece of Schedule 2(e) Equipment. To the extent that Seller is not able to deliver good and marketable to any piece of Schedule 2(e) Equipment by October 15, 2010 (or such later date as the Parties agree), the Escrow Agent shall release and deliver to Buyer the allocated amount of the Schedule 2(e) Equipment Funds held in escrow with respect to that piece of Schedule 2(e) Equipment. The allocation of the Schedule 2(e) Equipment Funds is set forth on Schedule 2(e)

(f) Damage Funds. The Damage Funds Shall be held by the Escrow Agent until such time as the amount of TBG's Damage Claim (as defined in the Transition Agreement), if any, is determined pursuant to Article VI of the Transition Agreement. This Section 2(f) and Article VI of the Transition Agreement are in consideration of Buyer's granting of the Acquired Assets License (as defined in the Transition Agreement) to Seller, and is Buyer's sole remedy against Seller for damage (other than claims for insurance owned by Seller) to the Acquired Assets.

- (g) Title. Title to the Acquired Assets shall pass to TBG at Closing and payment of the Purchase Price provided, however, that title to the Schedule 2(e) Equipment shall pass to TBG upon the release and delivery by the Escrow Agent to the Seller of the funds held in escrow as set forth in Section 2(e).
- (h) Release of the Escrowed Funds. Notwithstanding anything herein to the contrary, the Escrow Agent shall not disburse any of the Escrowed Funds until the earlier to occur of (i) receipt by the Escrow Agent of joint written instructions, signed by the Seller and TBG or (ii) entry of an order of the Bankruptcy Court that shall have become final and non-appealable, (a "Final Order") determining which Party is entitled to receive any portion of the Escrowed Funds.
3. No Assumed Obligations or Liabilities. Without regard to whether any law, governmental authority or any other third party may impose or attempt to impose any liability of Seller, in whole or in part, on TBG, TBG does not assume, and Seller shall continue to be solely liable for, all liabilities and obligations, fixed or contingent, known or unknown, of Seller except as set forth in this Agreement or the Transition Agreement.
4. Delivery. Seller and TBG acknowledge that (i) the Acquired Assets are located at 6966 US Highway 220, Sea Grove, NC 27341 (the "Facility"), (ii) the Facility is owned by Seller, and (iii) Seller has granted a license to TBG giving it access to the Facility to prepare the Acquired Assets for sale, conduct third party inspections, conduct the Auction, and allow unobstructed access for removal of the Acquired Assets pursuant to the Transition Agreement. TBG has granted Seller a license to use the Acquired Assets in the operation of its business pursuant to the Transition Agreement. TBG's use of and access to the Facility, pursuant and subject to this Agreement and the Transition Agreement, shall begin upon execution of the Agreement and last through the earlier of (x) 120 days following the Acquired Assets License Termination Date (as defined in the Transition Agreement) and (y) the date put forth in a written notice from TBG to Moll that TBG, as of the date put forth in the written notice, will finish its project and will have left the Facility (the "Termination Date").
5. Utilities and Security; Acquired Asset Removal. The Parties' respective liability for payment of utility charges, security costs and any other expenses is set forth in Article III of the Transition Agreement. Seller agrees that it shall disconnect all utilities to each Acquired Asset at Seller's expense in accordance with TBG's reasonable instructions.
6. Transfer Taxes. In the event that any transfer, sales (as between Seller and Buyer only), use, stamp duty, value-added, documentary, registration, recording or other similar taxes (collectively, "Transfer Taxes") are assessed or are required to be paid in connection with the Sale of the Acquired Assets, such Transfer Taxes shall be borne and paid by the Buyer. The Seller and the Buyer will execute, deliver and cooperate in timely filing all Tax Returns required to be filed in connection with the payment of such Transfer Taxes. Buyer is not responsible for any other taxes of Seller or those that are otherwise related to the Acquired Assets, including but not limited to personal property taxes on the Acquired Assets for the period prior to the Closing Date, real property taxes or sales taxes owed by Seller arising from the operation of its business.
7. Insurance. The Parties' respective obligations with respect to insurance are set forth in Article II of the Transition Agreement.

8. Representations and Warranties.

(a) Seller represents and warrants that:

- i. It is authorized to sign this Agreement and, upon approval by the Bankruptcy Court, perform the transactions contemplated by this Agreement, and this Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.
- ii. It is authorized to provide access to the Acquired Assets and the Facility in accordance with Section 4 above and the Transition Agreement. Except as set forth in Section 2(e), no lease, contract or other instrument prohibits TBG from reselling the Acquired Assets, through public auction or otherwise, at the Facility.
- iii. Except as set forth in Section 2(e), it shall deliver to TBG good and marketable title to all Assets free and clear of any lien, security interest, leasehold interest, co-ownership interest or any other type of encumbrance or interest.
- iv. The Sale of the Acquired Assets will not infringe or violate any third party's copyright, patent, trademark, trade secret or other proprietary rights.
- v. It will allow TBG to advertise the Acquired Assets as "Surplus to the Ongoing Operations of Moll Industries".

(b) TBG represents and warrants that:

- i. It is authorized to sign this Agreement and perform the transactions contemplated by this Agreement, and this Agreement constitutes a valid and legally binding obligation of TBG, enforceable in accordance with its terms.
- ii. The execution and delivery by TBG of this Agreement and the consummation by TBG of the transactions contemplated hereby and thereby, do not: (i) violate any law to which TBG is subject, (ii) conflict with or result in a breach of any provision of any of its organizational or governance documents, or (iii) create a breach, default, termination, cancellation or acceleration of any obligation under any contract, agreement or binding commitment to which it is a party or by which it or any of its assets or properties is bound or subject.
- iii. No notices, permits, consents, approvals, authorizations, qualifications or orders of governmental entities or third parties are required for the consummation by TBG of the transaction contemplated by this Agreement.
- iv. There are no legal, administrative, arbitration or other formal proceedings or governmental investigations pending or, to the knowledge of TBG, threatened, that question the validity of this Agreement or any action taken or to be taken by TBG in connection with this Agreement.
- v. No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of TBG to receive any commission, brokerage, finder's fee or other similar compensation arrangement in connection with the consummation of the transactions contemplated by this Agreement.

- vi. TBG has adequate financing from internally-generated sources and has adequate cash on hand, or will have a commitment for adequate financing on or prior to the Closing Date, to enable it to fulfill its obligations under this Agreement.
- vii. TBG represents that it is a sophisticated entity and hereby acknowledges that it has conducted an investigation of the Acquired Assets. Except for the list of Acquired Assets on Schedule 8 which must be repaired or replaced by Seller prior to the Acquired Asset License Termination Date as set forth on the Schedule 8 (the "Punch List Items"), TBG acknowledges that it is accepting the Acquired Assets in their present condition and locations and with their present operating capabilities. TBG acknowledges that the Seller makes no warranty, express or implied, as to the condition of the Acquired Assets and except as expressly set forth in this Agreement. Except for the Punch List Items, TBG has not relied upon, and the Seller shall not be liable for or bound in any manner by, any express or implied verbal or written information, warranties, guarantees, promises, statements, inducements, representations, or opinions pertaining to the Acquired Assets except as may be contained in this Agreement. TBG has inspected, or waived its right to inspect, the Acquired Assets and, except for the Punch List Items, is satisfied itself as to their condition. TBG is relying solely upon its own inspection of the Acquired Assets and TBG shall accept all of the same in their "AS IS", "WHERE IS", condition, except for the Punch List Items. TBG acknowledges that the representations and warranties of the Seller contained in this Agreement constitute the sole and exclusive representations and warranties of the Seller to TBG in connection with this Agreement and the transactions contemplated hereby, and TBG acknowledges that all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a claim against Seller. TBG further acknowledges and agrees that the Seller's representations and warranties shall not survive Closing and that TBG's only remedies with respect to the Seller's breach of a representation or warranty shall be to terminate this Agreement prior to the Closing to the extent permitted by this Agreement.

9. Covenants.

- (a) General. Each of the Parties will use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done, as soon as practicable, all things necessary, proper or advisable (subject to any laws) to consummate the Closing and the other transactions contemplated by this Agreement, including the negotiation, execution and delivery of the Transition Agreement any additional instruments necessary to consummate the transactions contemplated by this Agreement.
- (b) Effectiveness of Representations and Warranties. Subject to the restrictions set forth in the Bankruptcy Code or any orders of the Bankruptcy Court, from the date hereof through the Closing Date, Seller shall use all reasonable efforts to conduct its operations in such a manner so that the representations and warranties contained in Section 8 shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date.
- (c) Confidentiality. Buyer acknowledges that any confidential information provided to it ~~in connection with this Agreement and the consummation of the transactions contemplated hereby,~~ is subject to the terms of that certain Confidentiality

Agreement dated as of [_____], 2010 by and between the Seller and the Buyer, the terms of which are incorporated herein by reference.

10. Conditions to Obligations of the Buyer. The obligations of the Buyer to effect the Closing are subject to the fulfillment or waiver on or before the Closing Date of the following conditions:
- (a) The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects, as of the Closing Date, except for changes therein specifically permitted by this Agreement and except that representations and warranties made with respect to a specified date need only be true and correct in all material respects as of such date.
 - (b) The covenants and agreements contained herein to be performed or complied with by the Seller on or prior to the Closing Date shall have been performed or complied with in all material respects.
 - (c) There shall be no litigation pending or, to the Seller's Knowledge, threatened, in which any injunction is sought to prevent the transactions contemplated hereby, or the transfer of the Acquired Assets to the Buyer, free and clear of all free and clear of all liens, claims, encumbrances and other interests.
 - (d) The Seller will have delivered to the Buyer a duly executed counterpart of (i) the Transition Agreement, (ii) a Bill of Sale in a form mutually agreed upon by the Parties (the "Bill of Sale") and (iii) such other instruments of sale, transfer, conveyance and assignment as the Buyer may reasonably request to effect the transactions contemplated thereby.
 - (e) The Bankruptcy Court shall have entered the order authorizing Seller to sell the Acquired Assets to Buyer pursuant to this Agreement and sections 105 and 363 of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), free and clear of all charges, adverse claims, liens, options, encumbrances, mortgages, pledges, security interests, other claims, and interests ("Sale Order").
11. Conditions to Obligations of the Seller. The obligations of the Seller to effect the Closing are subject to the fulfillment or waiver on or before the Closing Date of the following conditions:
- (a) The representations and warranties of the Buyer contained in this Agreement shall be true and correct in all material respects, as of the Closing Date, except for changes therein specifically permitted by this Agreement and except that representations and warranties made with respect to a specified date need only be true and correct in all material respects as of such date.
 - (b) The covenants and agreements contained herein to be performed or complied with by the Buyer on or prior to the Closing Date shall have been performed or complied with in all material respects.
 - (c) There shall be no litigation pending or, to the Buyer's Knowledge, threatened, in which any injunction is sought to prevent the transactions contemplated hereby, or the transfer of the Acquired Assets to the Buyer, free and clear of all liens, claims, encumbrances and other interests.
 - (d) The Buyer will have delivered to the Seller a duly executed counterpart of (i) the Transition Agreement, (ii) a Bill of Sale and (iii) such other instruments of sale,

transfer, conveyance and assignment as the Seller may reasonably request to effect the transactions contemplated thereby.

(e) The Bankruptcy Court shall have entered the Sale Order.

12. Termination of Agreement. This Agreement may be terminated at any time prior to Closing and the transactions contemplated hereby may be abandoned:

(a) by the mutual written consent of the Seller and the Buyer;

(b) by the Seller or the Buyer if any court of competent jurisdiction or governmental body, authority or agency having jurisdiction, including the Bankruptcy Court, shall have issued an order, decree or ruling or taken any other action that is enforceable notwithstanding the automatic stay imposed by Section 362(a) of the Bankruptcy Code (which order, decree, ruling or other action the Parties hereto shall use commercially reasonable efforts to lift) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a Final Order;

(c) by the Seller, if there has been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Buyer which, if not cured, would reasonably be expected to render the satisfaction of any of the conditions set forth in Section 11 impossible and such breach has not been cured within five (5) days following the Seller's written notice of such breach; *provided* that the right to terminate this Agreement under this Section 12(c) shall not be available to the Seller if the Seller is in material breach of this Agreement;

(d) by the Buyer, if there has been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Seller which, if not cured, would reasonably be expected to render the satisfaction of any of the conditions set forth in Section 10 impossible and such breach has not been cured within five (5) days following the Buyer's written notice of such breach; *provided* that that the right to terminate this Agreement under this Section 12(d) shall not be available to the Buyer if the Buyer is in material breach of this Agreement;

(e) by either Party, upon written notice given to the other Party, if the Closing shall not have occurred on or before twenty (20) days after the Approval Order becomes a Final Order; *provided, however*, that the right to terminate this Agreement under this Section 12(e) shall not be available to a Party if such Party has failed to perform in all material respects its obligations under this Agreement and such failure has been the cause of, or results in, the failure of the Closing to occur on or prior to twenty (20) days after the Approval Order becomes a Final Order.

13. Effective of Termination: If any Party terminates this Agreement pursuant to Section 12 above, all of the unperformed obligations of the Parties hereunder shall terminate without any liability of any Party to such other Party; *provided*, that nothing herein shall relieve any Party from any liability for any breach of this Agreement. Notwithstanding the foregoing, if the Bankruptcy Court does not approve the sale of the Acquired Assets to the Buyer because the Seller enters into an agreement to sell some or all of the Acquired Assets to another party (an "Alternative Transaction") (i) the Seller may terminate this Agreement without liability to the Buyer, other than the return of the Escrowed Funds, upon the closing of the Alternative Transaction and (ii) the Buyer's obligations under this Agreement shall not terminate until the closing of such

Alternative Transaction. It is expressly understood and agreed that the Seller's entry into an Alternative Transaction shall not be a breach of this Agreement by the Seller.

14. Miscellaneous.

- (a) Survival of Representations and Warranty. All of the representations and warranties set forth in this Agreement shall survive the execution and delivery of this Agreement and until Closing, but shall not survive Closing and shall terminate upon Closing.
- (b) Communications. All notices and other communications required or permitted by this Agreement will be effective on receipt and must be in writing and delivered via United States mail or a nationally recognized overnight courier service, postage prepaid and registered or certified with return receipt requested, to the following address:

If to Seller:

Jeffrey Merritt, CRO
Moll Industries, Inc.
13455 Noel Road, Suite 600
Dallas, TX 75240
jeff@merrittsadlergroup.com
Telephone (214) 226-0794

With a copy to

William A. Hazeltine
Sullivan Hazeltine Allinson LLC
4 East 8th Street, Suite 400
Wilmington, DE 19801

If to TBG

Branford Auctions, LLC
896 Main Street
Branford, CT 06405
Attn: James Gardner
jgardner@TheBranfordGroup.com
Telephone (203) 488-7020
Fax (203) 488-4577

With a copy to

John W. Crowe
Williams, Williams, Rattner & Plunkett P.C.
380 N. Old Woodward, Suite 300
Birmingham, Michigan 48009
jwc@wwrplaw.com
Fax (248) 642-0856

or to such other address or to the attention of such other party that the recipient party has specified by prior written notice to the sending party in accordance with the preceding.

- (c) Expenses; No Offset. Except as expressly provided in this Agreement and the Transition Agreement, each of TBG and the Seller, and their respective Affiliates, will bear its own costs and expenses (including legal, accounting and investment banking fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not such transactions are consummated. ~~Except as set forth in this Agreement, neither Party may make any~~ offset against amounts due to the other Party pursuant to this Agreement. Notwithstanding the foregoing, in the event of any suit or action based on breach of

this Agreement, the prevailing party shall be entitled to recover its reasonable costs, including, but not limited to, attorney fees in addition to such other remedies as may be allowed by Law.

- (d) Assignment; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party; *provided, however*, that, without the consent of the Seller, the Buyer may assign and delegate its rights under this Agreement to one or more Affiliates of the Buyer; *provided further* that, no such assignment or delegation shall relieve the Buyer of its obligations under this Agreement. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- (e) Amendment; Waiver. This Agreement may be amended by a written instrument executed and delivered by the Seller and the Buyer. At any time prior to the Closing, the Parties may extend the time for performance of or waive compliance with any of the covenants or agreements of the other Party to this Agreement, and may waive any breach of the representations or warranties of such other Party. No agreement extending or waiving any provision of this Agreement will be valid or binding unless it is in writing and is executed and delivered by or on behalf of the Party against which it is sought to be enforced.
- (f) Exhibits and Schedules. The Schedules attached to this Agreement are made a part of this Agreement as if set forth fully herein.
- (g) Entire Agreement. This Agreement constitutes the entire agreement and understanding between Seller and TBG and will supercede any prior agreement, understanding or discussions relating to the transaction contemplated by this Agreement.
- (h) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same agreement. Delivering signatures via facsimile or electronic mail shall be an acceptable means of executing this Agreement, and signatures so delivered shall be fully binding on the signing party.
- (i) No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person or entity other than the Parties hereto, their respective successors and permitted assigns.
- (j) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and will not constitute a part of this Agreement.
- (k) Force Majeure. Notwithstanding any of the terms of this Agreement to the contrary, TBG shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement and the resale period and the Termination date shall be extended accordingly if TBG is unable to conduct the sale due to or because of any strike or lockout, civil commotion, war-like operation, invasion, rebellion, terrorist act, hostilities, military or usurped power or sabotage or hurricane, tornado, flood, mudslide, fire, act of God, or any other similar cause that is beyond the control of TBG.

(l) Jurisdiction, Venue, and Governing Law.

(i) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 14(b) hereof; *provided, however*, that if the Bankruptcy Cases have closed, the Parties agree, subject to their respective rights to seek to reopen the Bankruptcy Cases, to unconditionally and irrevocably submit to the exclusive jurisdiction of any state or federal court located in the State of Delaware and any appellate court from any thereof, for the resolution of any such Claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(ii) Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding related to the Agreements by delivery of a copy thereof in accordance with the provisions of Section 14(b).

15. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

16. Severability; Specific Performance. The provisions of this Agreement shall be severable. Should any part, term or provision of this Agreement be construed by any court of competent jurisdiction to be legally invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby. Each Party acknowledges and agrees that the other Party may be irreparably damaged if any provision of this Agreement is not performed in accordance with its terms or otherwise is breached. Accordingly, each Party agrees that the other Party may be entitled, subject to a determination by a court of competent jurisdiction, to injunctive relief to prevent any such failure of performance or breach and to enforce specifically this Agreement and any of the terms and provisions hereof

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the date first set forth above.

Moll Industries, Inc.

By: Jeffrey Merritt

Name: Jeffrey Merritt

Title: Chief Restructuring Officer

Date: 9/9/10

Branford Auctions, LLC

By: James Gardner

Name: James Gardner

Title: Senior Vice President

Date: 9/9/10

Schedule 1(a)

Acquired Assets

Description

#76

2007 Toshiba EC 390, 300z, S/N 709603, Injectivisor V30 Controls, 17,427 Hours Worked

Wittman W733 Robot

(3) Conair Thermulators TCU's

Tokimec Hydraulic Unit for CorePull Model Ty-Pac

(2) Accumulator Vacuum Assist

#77

2008 Toshiba EC 390, 300z, S/N 819402, Injectivisor V30 Controls, 9,879 Hours Worked

(4) Loaders

STAR TW-1200 VI-480 Robot

(2) AEC TCU's

Vacuum Assist Unit w/ 4-Zone Pneumatic Valve Gate

Tokimec Hydraulic Unit

#78

2008 Toshiba EC 390, 300z, S/N 822710, 6,346 Hours Worked

STAR TW-1200 VI-480 Robot

(2) AEC TCU's

Vacuum Assist Unit

Tokimec Hydraulic Unit

#79
2008 Toshiba EC 390, 3002, S/N 819602, 12,693 Hours Worked
STAR TW-1200 VI-480 Robot
(2) AEC TCU's
Vacuum Assist Unit
Tokimec Hydraulic Unit
Yale 5-Ton Overhead Bridge Crane, 45 x 20
#80
2003 Toshiba EC 240, 15.4Oz, S/N BIM 025, (Missing Controller)
2003 Yushin VNXII
Hydraulic Unit
(2) Advantage Sentra TCU's
#81
2003 Toshiba EC 240, 15.4Oz, S/N BOM 123
Yushin RA II - 250 Robot
(3) Advantage TCU's
Hydraulic Unit
#82
2004 Toshiba EC 240, 15.4Oz, S/N BOM 134
Yushin RA II - 250 Robot
(3) Advantage Sentra TCU's
Hydraulic Unit

#83
2004 Toshiba EC 240, 15.4Oz, S/N BIM 112
2004 Yushin RA II - 250 Robot
(3) Advantage Sentra TCU's
Hydraulic Unit
(8) Loaders on EC 240's
#84
2004 Toshiba EC 240, 15.4Oz, S/N BIM 100
2004 Yushin RA II - 250 Robot
(5) Advantage Sentra TCU's
Hydraulic Unit
#85
2004 Toshiba EC 240, 15.4Oz, S/N BIM 181
2004 Yushin RA II - 250 Robot
(3) Conair TCU's
Hydraulic Unit
#86
2005 Toshiba EC 240, 15.4Oz, S/N BIM 168
2004 Yushin RA II - 250 Robot
(3) Advantage TCU's
Hydraulic Unit

#87
2005 Toshiba EC 240, 12.7Oz, S/N BIM 101
2004 Yushin RA II - 250 Robot
(3) Advantage TCU's
Hydraulic Unit
#93
2003 Toshiba ISG 310, 12.7Oz, Hydraulic, S/N 355803, Injectvisor V21 Controls
(2) Conveyors
Loader
(3) Advantage TCU's
Miscellaneous Cleanroom
Automatic Rollup Doors
(5) Q-Tech Digital Scales, Cap. 150-lb
(44) Mobile Stainless Carts
Mid Atlantic 5-Ton Crane, 96 x 24
Electrical Wire, Piping Throughout
Laboratory
ROI Vision System , DMIS II, 4 x 8, (10+ Years Old)
Chattillon TCM 201
Office Furniture
2007 Matsui Plas Aid Dryer, Model MJ3-300
(2) 2008 Matsui Plas Aid Dryers, Model MJ3-300
Trane Chiller / AC Unit for Cleanroom
QC Lab - Tinius Tester
Automatic Door, (3) Pallet Jacks

Spoonroom
#73
Husky 300-Ton, 27.9Oz, 49,000 Hours
Loader
(3) Sterlco TCU's
(2) Q-Tech Scales
#74
1993 Cincinnati Milacron 440, 54Oz, 78,000 Hours, S/N T39A0193031, Camac Vel Controls
STAR Robot TW 1000 HMV-460U2
Loader / Hopper
#75
1996 Van Dorn 300, 30Oz, S/N 300HT-30-2822, Pathfinder 4500 Controls
HFA Conveyor
AEC Dryer
2004 Matsui Plas Aid, 150CFM, MJ3150
Grinder
(2) Rollup Doors
Digital Scale
Q-Tech Digital Scale
IMCA Bin, Filter, Loader
Titan Chiller
AEC Chiller
(4) Flammable Storage Cabinets
Spacemaster II 5-Ton Crane, 105 x 20
Miscellaneous Piping, Electrical

Plant Service Room
(7) 2004 Matsui Plas Aid Model MJ30150U Dryers
(2) Vac Pump Units
Surge Bin / Loader
Sullair A/C & Dryer
Gardner Denver A/C
Matsui Dryer
Econo Grinder
(8) Transformers
Water Tank
Novatec Central Drying System
Outside
40,000-Lb Silo
80,000-Lb Silo
(12) Sections of Pallet Racks
(2) Cousins Pallet Wrappers
Toyota Electric Forklift w/ Charger
Toolroom
Powermatic Saw, Mahita Saw
Powermatic Drill, Cyclone Sand Blast
Eltee edm
Cincinnati Lathe
Acer Mill
Ohamoto 6 x 18 Grinder

Chevalier FSH-2A200 Grinder
Starret Sigma Optical Comparator
Miller Welder
Shaw Box Hoist, 2-Ton
Laser Technologic Short STS-Mobile Welder (\$70K New)
Solder Room
Accuseal Q3 (\$6k New)
Plant 2
Racks - Boxes, Contents, Gauges, Atech Scales
Scissor Lift
(2) Toyota Elec
(4) Lifts
(5) Dryers
UnaDyn Dryer w/ Cart, TCU's, Maintenance Area
Miscellaneous Next Building
7.5-Ton Crane, 5-Ton Crane, Saw, Bender, Mold Racking
Plant I
Toolroom
Miscellaneous
MHT Grinder
Chevalier FSG-618m
Euro Mill
Nardini Lathe
Toyota Forklift
Toyota Forklift LPG

(12) Mold Racks
1997 Demag Ergotech 80-Ton, S/N 7152-0363
ROI Unit (Out of Service)
Cordax Unit (Out of Service)
J&L Metrology Optical Comparator (Out of Service)
(2) Mima & Liberty Pallet Wrappers
Toyota Lift
Toyota Lift
Miscellaneous Pallet Racking (42) Sections)
Ball & Jewel Grinder
Nelmor Grinder
Maguire Blender
(2) Grinders
<u>Mezzanine</u>
(3) AEC Dryers
Whitlock Dryer
Maguire Dryer
(2) 2006 Matsui DM22-80
Vacuum Pump / Central Controller
(3) AEC Dryers
(2) Matsui Dryers w/ Power Fill
Nelmor Grinder
(4) Small Grinders

AEC Chiller
(2) Maguire
(5) Matsui Dryers
(2) Matsui Dryers Smaller
(4) VAL Pump Units
Miscellaneous
1992 Arburg Allrounder 320M Horizontal & Vertical (#7)
1992 Arburg Allrounder 270C Horizontal & Vertical (#17)
Laboratory
2008 Brown & Sharpe CMM Xcell
Smartscope OGP
Mantis Microscope
Production Area
Room 2
25C
Hall Dielectric Press / Heat Sealer
Packworld
#14
1991 Van Dorn 120
HFA Conveyor
(2) Sterlcos

#13
1991 Van Dorn 120
(2) Sterlcos
HFA Conveyor
#12
1995 Van Dorn 120
(2) Sterlcos
HFA Conveyor
Electrical Wiring throughout building
Room 1
#6
1990 Van Dorn 230 (No Controller), S/N 344
2003 Yushin VNXII (will be fixed)
(4) Sterlcos
#5
1993 Van Dorn 3000, 32.2Oz
Yushin VNXII
(2) HFA Conveyors
(4) Sterlcos
#4
2001 Toshiba Electric 242, 9.3Oz
2004 Yushin RA II-250
Hydraulic Unit
(2) Advantage Sentra TCU's

#3
1996 Van Dorn 230, 15.7Oz, Pathfinder 2500
Yushin VNX II
(2) Sterlcos
#2
1990 Van Dorn 230, 14.7Oz, Pathfinder 300
Yushin VNXII
(3) Advantage TCU's
#1
1990 Van Dorn 230, 15.7Oz
Ranger Robot
(3) TCU's
(4) Q-Tech Digital Scales
Room # 3
#23
1996 Van Dorn 85-Ton, Pathfinder 2500
Ranger Picher
Thermolator
#22
1990 Van Dorn 120-Ton
(2) Sterlco's
#21
1994 Van Dorn 170-Ton, 6.5Oz
HFA Conveyor

#20
1990 Van Dorn 230, EL Controller
Yushin Webliner RA II-250
(3) Sentra TCU's
HFA Conveyor
#19
2002 Tishiba 110, 3.32Oz, Electric
(2) Sterlcos
Thermolator
Mettler Scale
#18
1995 Van Dorn 170, 6.2Oz
Thermolator
#27
1997 Toshiba 190, S/N 710713
(2) Sterlcos
(2) HFA's
#29
1997 Toshiba 190
#28
1991 Cincinnati 85-Ton, 2Oz
(2) Thermolators
#30
1990 Van Dorn 300
HFA Conveyor
(3) Sterlcos

#31
2003 Van Dorn 650, Pathfinder 5000, 17,000 Hours
Ranger Robot
2004 Matsui Plas-Aid
HFA Conveyor
TCU
Automatic Door
(10) Loaders
Office / Cleanroom
Outside
Silo
(3) Water Towers
Building 4
Neslab Chiller
(2) CAT Generators, Rating 1700, S/N 3512, 2935 Hours, S/N 3516, KVA 1360, 2929 Hours
Air Compressor

**Schedule 2(e)
Schedule 2(e) Equipment Funds (Allocation)**

<u>Equipment</u>	<u>Purchase Price Adjustment</u>
Machine #79, 2008 Toshiba 390 Ton Molder Serial No. 819602	\$200,000
Machine #80, 2003 Toshiba 240 Ton Molder Serial No. 122510	\$100,000
Machine #93, 2003 Toshiba 310 Ton Molder Serial No. 355803	\$ 75,000

**Schedule 8
Punch List Items**

- 1) Machine #80 2003 Toshiba 240 Ton Molder, and Machine #6, 1990 Van Dorn 230 Ton Molder, need to have operable controllers replaced on them, and
- 2) The 2003 Yushin Robot on Machine #6 needs repair or replacement to return to operable status.

EXHIBIT 2

TRANSITION LICENSE AND OPERATING AGREEMENT

This TRANSITION LICENSE AND OPERATING AGREEMENT (the "Transition Agreement") is entered into this 9th day of September, 2010 by and between Branford Auctions, LLC., a Connecticut Limited Liability Company with offices located at 896 Main Street, Branford, CT 06405 ("TBG") and Moll Industries inc., a Delaware corporation with offices located at 13455 Noel Road, Suite 600 Dallas, Texas 75240 ("Moll"). TBG and Moll are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS Moll is a significant provider of global injection molding and full-service contract manufacturing solutions (the "Product") for the medical, appliance, industrial, consumer and automotive markets (the "Business"); and

WHEREAS, on April 27, 2010, Moll and certain of its affiliates each filed a voluntary petition for relief (Case No. 10-11371 (MFW) (jointly administered)) (collectively, the "Bankruptcy Cases") under Chapter 11 of Title 11 of the United States Code 11 U.S.C. §§ 101-1330 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS pursuant to that certain Purchase and Sale Agreement dated as of September 9, 2010 by and between TBG and Moll (the "Purchase Agreement"), Moll has agreed to sell and TBG has agreed to purchase the Acquired Assets (as defined in the Purchase Agreement);¹ and

WHEREAS the Acquired Assets include equipment used by Moll in the operation of the Business; and

WHEREAS, following the Closing Date, TBG desires to resell the Acquired Assets in one or more sale, including a public auction (the "Auction") to be conducted at the Facility; and

WHEREAS Moll desires to continue to operate the Business and use the Acquired Assets in the operation of the Business for a period of time following the Closing Date.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the parties contained in this Transition Agreement and the Purchase Agreement, the Parties hereby agree to the following:

¹ Capitalized terms used in this Transition Agreement not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

ARTICLE I
LICENSES

1.1 License To Use The Facility.

(a) Subject to the occurrence of the Closing Date, and in consideration of TBG's obligations under the Purchase Agreement and this Transition Agreement, Moll hereby grants to TBG a license to use the Facility to market and sell the Acquired Assets (the "Facility License"), including a license to conduct the Auction at the Facility.

(b) The term of the Facility License shall begin on the Closing Date and end on the Termination Date (as defined in Section 4 of the Purchase Agreement) (the "Facility License Term"). During the Facility License Term, TBG shall not interfere in Moll's operation of the Business.

1.2 License To Use The Acquired Assets.

(a) Subject to the occurrence of the Closing Date, and in consideration of Moll's obligations under the Purchase Agreement and this Transition Agreement, TBG hereby grants to Moll a license to use the Acquired Assets in the operation of the Business (the "Acquired Assets License"). All work in progress, finished product and accounts receivable generated from the operation of the Business (the "Working Capital"), whether prior to or following the Closing Date, shall remain the sole and exclusive property of Moll. TBG understands and agrees that it shall have no right, title or interest in or claim against the Working Capital.

(b) The term of the Acquired Assets License (the "Acquired Assets License Term") shall begin on the Closing Date and end on the date that Moll (i) ceases to operate the Business and manufacture Product and (ii) has removed all customer tooling and molds from the Acquired Assets (the "Acquired Assets License Termination Date"), provided, however, that the Acquired Assets License Termination Date shall not be later than October 1, 2010. During the Acquired Assets License Term, TBG shall not sell any of the Acquired Assets without the written consent of Moll.

1.3 Access to Facility and Acquired Assets After Acquired Assets License Termination Date.

(a) After the end of the Acquired Asset License and until October 15, 2010 ("Last Access Date"), Moll may have access to the Acquired Assets only for purposes of retrieving the tooling of its customers, shipping out orders, and retrieving other equipment which is not part of the Acquired Assets.

(b) Except as set forth in Sections 1.2 and 1.3(a) above, Moll shall have access to the Facility for all purposes during the Acquired Assets License Term.

ARTICLE II
INSURANCE AND RISK OF LOSS

2.1 **Insurance On The Facility.** At all times during the Facility License Term, Moll shall maintain general liability and property and casualty insurance on the Facility and all personal property in the Facility that is not an Acquired Asset (the "Remaining Assets"). During the Facility License Term, Moll shall bear the risk of loss with respect to the Facility and the Remaining Assets unless such loss is a result of TBG's breach of its obligations under this Transition Agreement. Moll shall add TBG as an additional insured on Moll's property and casualty insurance policy covering the Facility until the Termination Date.

2.2 **Insurance On The Acquired Assets.** At all times from during the Facility License Term, TBG shall maintain property and casualty insurance on the Acquired Assets and shall name Moll as an additional insured on such insurance policies. During the Facility License Term, TBG shall bear the risk of loss with respect to the Acquired Assets unless the loss is a result of Moll's breach of its obligations under this Transition Agreement. TBG shall also maintain general liability insurance on the Facility during the Facility License Term to insure against damages caused by TBG's negligence, gross negligence or willful misconduct.

ARTICLE III
EXPENSES

3.1 **Utilities.** Moll shall be liable for payment of all utility charges incurred at the Facility until the Last Access Day and for the next thirty (30) days thereafter. TBG shall be liable for payment of all utility charges incurred at the Facility during the period starting on the thirty-first (31) day after the Last Access Date ("Utility Changeover Date") through the Termination Date. All utility charges relating to a time period beginning prior to, and ending after, the Utility Changeover Date or the Termination Date shall be prorated on a *per diem* basis.

3.2 **Security.** Moll shall maintain adequate security at the Facility at its expense during the entire Facility License Term.

3.3 **Payroll Matters.** Each party shall be liable for and shall bear all costs with respect to its own employees, professionals and consultants.

3.4 **Other Expenses.** Except as otherwise set forth in this Article III, as between Moll and TBG, Moll shall be liable for all costs and expenses related to the operation of the Business and TBG shall be liable for all costs and expenses related to its sale of the Acquired Assets.

ARTICLE IV
MAINTENANCE OF ACQUIRED ASSETS

During the Acquired Assets License Term, Moll shall maintain the Acquired Assets in substantially the same condition such Acquired Assets are in on the Closing Date, normal wear and tear incurred as a result of Moll's operation of the Business excepted. TBG shall be responsible for the maintenance of the Acquired Assets from and after the Acquired Assets License Termination Date.

ARTICLE V
STANDARD OF CARE

Moll shall operate the Acquired Assets pursuant to the Acquired Assets License in accordance with applicable law and with the same skill and standard of care employed in the operation of the Business prior to the Closing Date.

ARTICLE VI
DAMAGES TO ACQUIRED ASSETS

Except to the extent covered by applicable insurance, Moll shall be liable for damages to the Acquired Assets arising during the Acquired Asset License Term solely as set forth in this Article VI and Section 2(f) of the Purchase Agreement. Within seven (7) calendar days of the Acquired Asset License Termination Date, TBG will inspect the condition of all the Acquired Assets to determine if there is any Material Damage to any of them. If TBG determines that there is Material Damage (the "Damage Claim"), TBG must make a written claim describing the Material Damage to Moll ("Notice of Damage"). Any dispute as to a Damage Claim will be resolved in good faith between TBG and Moll and if it is not resolved within thirty (30) days after the date of TBG's Notice of Damage, the Damage Claim will be reserved for resolution by the Bankruptcy Court when it and other claims to the Damage Funds are being determined by the Bankruptcy Court. Moll's liability for damage to the Acquired Assets is limited to the Damage Funds as set forth in Section 2(f) of the Purchase Agreement. "Material Damage" for purposes of this Agreement means damage to an Acquired Asset, or any component of such, which (i) was not present on the Closing Date, (ii) is not due to reasonable wear and tear, including reasonable wear and tear incurred in Moll's operation of the Business, (iii) is not due to the acts of TBG, and (iv) will cost more than Five Hundred Dollars (\$500.00), in TBG's reasonable opinion, to restore to its former state, including replacement if necessary (or the item is missing).

ARTICLE VII
RELATIONSHIP OF THE PARTIES

(a) Notwithstanding anything in this Transition Agreement, the APA, or any other agreement the Parties have entered into (collectively, the "Agreements"), the Parties'

relationship to each other with respect to all matters addressed in or covered by the Agreements shall be limited to buyer and seller and licensors and licensees. Nothing in the Agreements shall be interpreted as making either Party the partner, joint venturer, employer, employee or agent of the other Party. It is understood and agreed that the Parties have no special relationship to each other (either fiduciary, confidential (except as expressly set forth in the Agreements) or otherwise) and neither Party shall have any special duty or obligation to the other except as expressly set forth in the Agreements. Moreover, neither Party shall have the authority to assume or create any liability or obligation, express or implied, on behalf of, or bind in any manner whatsoever, the other Party.

(b) Any person engaged in the operation of the Acquired Assets in connection with the operation of the Business following the Closing Date shall be deemed solely employees or agents of Moll. Any person engaged in the process of marketing and selling the Acquired Assets following the Closing Date shall be deemed solely employees or agents of TBG.

ARTICLE VIII **SUCCESSORS AND ASSIGNS**

Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by either Party (whether by operation of Law or otherwise) without the prior written consent of the other Party; *provided, however*, that, without the consent of Moll, TBG may assign and delegate its rights under this Transition Agreement to one or more affiliates of TBG; *provided further* that, no such assignment or delegation shall relieve TBG of its obligations under this Transition Agreement. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

ARTICLE IX **NOTICES**

All notices and other communications required or permitted by this Transition Agreement will be effective on receipt and must be in writing and delivered via United States mail or a nationally recognized overnight courier service, postage prepaid and registered or certified with return receipt requested, to the following address:

If to Moll:

Jeffrey Merritt, CRO
Moll Industries, Inc.
13455 Noel Road, Suite 600
Dallas, TX 75240
jeff@merrittsadlergroup.com
Telephone (214) 226-0794

With a copy to

William A. Hazeltine
Sullivan Hazeltine Allinson LLC
4 East 8th Street, Suite 400
Wilmington, DE 19801

If to TBG

Branford Auctions, LLC
896 Main Street
Branford, CT 06405
Attn: James Gardner
jgardner@TheBranfordGroup.com
Telephone (203) 488-7020
Fax (203) 488-4577

With a copy to

John W. Crowe
Williams, Williams, Rattner & Plunkett P.C.
380 N. Old Woodward, Suite 300
Birmingham, Michigan 48009
jwc@wwrplaw.com
Fax (248) 642-0856

or to such other address or to the attention of such other party that the recipient party has specified by prior written notice to the sending party in accordance with the preceding.

ARTICLE X **MISCELLANEOUS**

10.1 Expenses; No Offset.

Except as expressly provided in this Agreement, each of TBG and Moll, and their respective Affiliates, will bear its own costs and expenses incurred in connection with this Transition Agreement. Neither Party may make any offset against amounts due to the other Party pursuant to the Agreements.

10.2 Amendment; Waiver. This Transition Agreement may be amended by a written instrument executed and delivered by the Sellers and the Buyer. No agreement extending or waiving any provision of this Agreement will be valid or binding unless it is in writing and is executed and delivered by or on behalf of the Party against which it is sought to be enforced.

10.3 Severability; Specific Performance. Whenever possible, each provision of this Transition Agreement will be interpreted in such manner as to be effective and valid under law, but if any provision of this Transition Agreement is held to be prohibited by or invalid under any law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Transition Agreement. Each Party acknowledges and agrees that the other Party may be irreparably damaged if any provision of this Transition Agreement is not performed in accordance with its terms or otherwise is breached. Accordingly, each Party agrees that the other Party may be entitled, subject to a determination by a court of competent

jurisdiction, to injunctive relief to prevent any such failure of performance or breach and to enforce specifically this Transition Agreement and any of the terms and provisions hereof.

10.4 Counterparts. This Transition Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same agreement. All signatures of the Parties to this Transition Agreement may be transmitted by facsimile or electronic mail, and such facsimile or electronic mail will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

10.5 Descriptive Headings. The descriptive headings of this Transition Agreement are inserted for convenience only and will not constitute a part of this Transition Agreement.

10.6 No Third-Party Beneficiaries. This Transition Agreement will not confer any rights or remedies upon any person or entity other than the Parties hereto, their respective successors and permitted assigns.

10.7 Entire Agreement. The Agreements collectively constitute the entire agreement among the Parties and supersede any prior and contemporaneous understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

10.8 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, equity holder, lender, agent or representative of Moll shall have any liability for any obligations or liabilities of Moll under this Transition Agreement or for any claim, counterclaim, cause of action or demand based on, in respect of, or by reason of, the transactions contemplated hereby and thereby except for any claim against an individual based on the fraud of such individual.

10.9 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of the Agreements and to decide any claims or disputes which may arise or result from, or be connected with, the Agreements, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Article IX hereof; *provided, however*, that if the Bankruptcy Cases have closed, the Parties agree, subject to their respective rights to seek to reopen the Bankruptcy Cases, to unconditionally and irrevocably submit to the exclusive jurisdiction of any state or federal court located in the State of Delaware and any appellate court from any thereof, for the resolution of any such Claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the

Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding related to the Agreements by delivery of a copy thereof in accordance with the provisions of Article IX.

10.10 WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

10.11 GOVERNING DOCUMENT. In the event that there are any inconsistencies between this Transition Agreement and the Purchase Agreement with respect to the subject matter of the Transition Agreement, the terms of this Transition Agreement shall be controlling.

IN WITNESS WHEREOF, the undersigned parties have caused this Transition Agreement to be executed as of the date first set forth above.

Moll Industries, Inc.

By: Jeffrey Merritt

Name: Jeffrey Merritt

Title: Chief Restructuring Officer

Date: 9/9/10

Branford Auctions, LLC

By: James Gardner

Name: James Gardner

Title: Senior Vice President

Date: 9/9/10

EXHIBIT B

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

IN RE:)	Chapter 11
)	
MOLL INDUSTRIES, INC., <i>et al.</i> , ¹)	Case No. 10-11371 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Related Docket No. 137

**ORDER (A) AUTHORIZING THE SALE OF CERTAIN ASSETS
OF THE DEBTORS TO BRANFORD AUCTIONS, LLC FREE AND
CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND
OTHER INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the "Debtors"), for entry of an order, among other things: (i) approving the Asset Purchase Agreement attached hereto as Exhibit 1 (the "APA") between the Debtors and the successful bidder at the Auction, Branford Auctions, LLC (the "Purchaser), (ii) authorizing the sale of certain of the Debtors' assets to the Purchaser as set forth on Schedule 1(a) to the APA (the "Acquired Assets") free and clear of all liens, claims, encumbrances and other interests (collectively, the "Liens" or "Encumbrances"), (iii) approving the Transition License and Operating Agreement attached hereto as Exhibit 2 (the "Transition Agreement"), and (iv) granting other related relief; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28

¹ 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).

² Unless otherwise stated, all capitalized items not defined herein shall have the same meaning as set forth in the Motion.

U.S.C. §157; and adequate notice of the Motion and opportunity for objection having been given; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on September 8, 2010 (the "Sale Hearing"); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth here.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a) and 363(b), (f), and (m) of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 9007 and 9014.

D. This Court entered the Sale Procedures Order on June 23, 2010 (Docket No. 175).

Notice of the Sale, Auction and the Sale Hearing

E. Actual written notice of the Sale Hearing, the Auction, the Motion, the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to parties in interests, including, including, but not limited to the following parties:

- a. the United States Trustee;
- b. counsel to the Committee;
- c. counsel to NexBank;
- d. the Debtors' prepetition secured lenders;
- e. the Debtors' 20 largest unsecured creditors;
- f. all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service;
- g. the United States Department of Justice;
- h. all parties that have requested special notice pursuant to Bankruptcy Rule 2002;
- i. all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets;
- j. the counterparties to each of the Debtors contracts and leases that may be an Assigned Contract;
- k. all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Acquired Assets;
- l. the Attorneys General in the States where the Acquired Assets are located;

- m. the United States Environmental Protection Agency; and
- n. any applicable state environmental agency.

F. The Sale Notice provided all interested parties with timely and proper notice of the Sale, the Sale Hearing, and the Auction.

G. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1), and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale required by the Sale Procedures and the Sale Procedures Order. The foregoing notice described in paragraph E was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, or the Sale is required.

Good Faith of Purchaser

H. The Purchaser is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

I. The Purchaser is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (b) Purchaser substantially complied with the provisions in the Sale Procedures Order; (c) Purchaser’s bid was subjected to the competitive bidding procedures set forth in the Sale Procedures Order; (d) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in

connection with the Sale have been disclosed; (e) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtors; and (g) the negotiation and execution of the APA and any other agreements or instruments related thereto, including the Transition Agreement, was at arm's-length and in good faith.

Highest and Best Offer

J. The Debtors conducted an Auction process in accordance with, and has otherwise complied in all material respects with, the Sale Procedures Order. The Auction process set forth in the Sale Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

M. The APA constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

O. Approval of the Sale Motion and the APA and the consummation of the transactions contemplated thereby are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale. The Debtors are authorized pursuant to sections 105(a), 363, 1123, and 1142 of the Bankruptcy Code to, among other things, enter into the APA and the Transition Agreement and sell the Acquired Assets free and clear of all Encumbrances pursuant to the terms of the APA and this Order.

No Fraudulent Transfer

Q. The consideration provided by the Purchaser pursuant to the APA for its purchase of the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

R. The Purchaser is not a mere continuation of the Debtors or their estates and there is no continuity between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtors.

Validity of Transfer

S. The Debtors have full corporate power and authority to execute and deliver the APA, the Transition Agreement, and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APA or the Transition Agreement, except as otherwise set forth therein.

T. The transfer of the Acquired Assets to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will, as of the Closing Date, vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances accruing, arising, or relating to any time prior to the Closing Date.

Section 363(f) Is Satisfied

U. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale of the Acquired Assets to the Purchaser was not (except as otherwise provided in the APA) free and clear of all Encumbrances of any kind or nature whatsoever.

V. The Debtors may sell the Acquired Assets free and clear of all Encumbrances because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Encumbrances against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

W. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the APA. Time is of the essence in consummating the Sale.

X. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the purchase price under the APA, the proposed Sale of the Acquired Assets to Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
THAT:**

General Provisions

1. The relief requested in the Sale Motion is granted and approved as set forth herein, and the APA, the Sale contemplated thereby, and the Transition Agreement Are approved as set forth in this Order.

2. All objections to the Motion or relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing, have not been addressed in or continued by this order, or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objecting parties have been otherwise satisfied or adequately provided for herein.

Approval of the APA

3. The APA, the Transition Agreement, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

4. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement, and close fully the APA and the Transition Agreement, together with all additional instruments and documents that may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

5. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of (whether known or unknown), and holders of equity interests in the Debtors, any

holders of Encumbrances against or on all or any portion of the Acquired Assets, the Purchaser and all successors and assigns of the Purchaser. This Order, the APA, and the Transition Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

Transfer of the Acquired Assets

6. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets on the Closing Date. Upon the closing, the Purchaser shall take title to and possession of the Acquired Assets subject only to the APA and Transition Agreement, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets and, upon the Debtors' receipt of the purchase price, shall be free and clear of all Encumbrances. Encumbrances, if any, shall attach to the proceeds of the sale according to their relative priorities.

7. Except as expressly permitted or otherwise specifically provided by the APA or this Order, all persons and entities holding claims against the Debtor or Encumbrances or interests in the Acquired Assets arising under or out of, in connection with, or in any way relating to the Debtor, the Acquired Assets, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Acquired Assets, such persons' or entities' interests in and to the Acquired Assets. On the Closing Date, each creditor is directed to execute such documents and take all other actions as may be necessary to release Encumbrances on the Acquired Assets, if any, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

8. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and

transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and this Order.

9. All entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser or its assignee at the Closing.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel all liens and other encumbrances of record.

11. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on, or interests in, the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Encumbrances which the person or entity has or may assert with respect to the Acquired Assets, the Debtors and/or the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets.

12. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the

documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

13. Effective upon the Closing Date, all persons and entities who have held, hold or may hold any Claim (as defined under section 101(5) of the Bankruptcy Code) are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Acquired Assets, with respect to any (a) Encumbrances (other than a Permitted Lien) arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties; (iii) creating, perfecting or enforcing any Encumbrances by the Purchaser, its successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization with respect to the Acquired Assets.

14. Except as set forth in the APA and the Transition Agreement, the Purchaser shall not have any liability of the Debtors or their estates arising under or related to the Acquired Assets. Without limiting the generality of the foregoing, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date. The consideration provided by the Purchaser in purchasing the Acquired Assets shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of the Encumbrances against the Debtors or the Acquired Assets.

15. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections

of section 363(m) of the Bankruptcy Code. The Sale of the Acquired Assets to Purchaser is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

16. Nothing contained in any order of any type or kind entered in (i) these chapter 11 cases or (ii) any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the APA or the terms of this Order.

17. Upon the Closing of the sale of the Acquired Assets, the Debtors shall hold in reserve the sum of \$47,817.60 with respect to the secured claim asserted by Randolph County until such time as it is determined whether Randolph County has an allowed secured claim. If Randolph County is determined to have an allowed secured claim, the amount held in reserve shall be used to pay the allowed secured claim of Randolph County.

18. To the extent the Acquired Assets contain records of the pension plan sponsored by the Debtors (the "Pension Plan") or employment records of Pension Plan participants, the Purchaser shall store, and preserve any such records until the Pension Benefit Guaranty Corporation ("PBGC") has completed its investigation regarding the Pension Plan sponsored by the Debtors and shall make such documents available to the PBGC for inspection and copying. Such records include, but are not limited to, any Pension Plan governing documents, actuarial documents, and employment records (collectively, the "Pension Plan Documents"). The Debtors shall retain and not abandon any Pension Plan Documents that are not Acquired Assets until the PBGC has completed its investigation regarding the Pension Plan sponsored by the Debtors and shall make such documents available to the PBGC for inspection and copying.

19. Notwithstanding anything to the contrary in this Order, the Asset Purchase Agreement or any related documents, and as set forth in that certain Moll Industries Supplier Agreement dated as of July 13, 2010 (the "Supply Agreement") between Moll Industries Inc.

("Moll") and Acton Pharmaceuticals, Inc. ("Acton"), the Acquired Assets (as defined in the Purchase Agreement) shall not include any and all tools, molds, equipment, special gauges, jigs or similar items ("Acton Equipment") or any technology, intellectual property, product design, manufacturing processes, trade secrets, financial, confidential or other information concerning or relating to Acton's business ("Acton Confidential Information", and together with the Acton Equipment, the "Acton Property"). The Acton Property is the sole and exclusive property of Acton and is not property of the estates. The Debtors shall turn over the Acton Property in compliance with the Supply Agreement. Acton personnel shall have access to the Debtors' facilities where Acton Equipment is situated to aid in identifying and tagging the Acton Equipment as property of Acton.

20. TM Acceptance Corp. ("TMA") entered into three (3) Equipment Lease Agreements, Nos. 3187, 3188, and 3477, and amendments thereto, with the Debtors (collectively, the "Subject Leases") with respect to three (3) Toshiba Plastic Injection Molding Machines specifically referred to in the Subject Leases (collectively, the "Subject Toshiba Machines").[†] On June 25, 2010, the Debtors filed and served the *Notice of Debtors' Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Setting Forth the Cure Amounts* (the "Cure Notice") [Docket No. 181] listing the Subject Leases as leases that may be assumed and assigned. Thereafter, TMA filed its Limited Objection of *TM Acceptance Corp. to Notice of Debtor's Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Setting Forth the Cure Amounts* [Docket No. 279] whereby TMA, among other things, objected to the proposed cure amounts for TMA set forth in the Cure Notice ("TMA's Objection"). The Debtors subsequently filed their Response to TMA's Objection alleging that

[†]The Subject Toshiba Machines consist of the e

the Subject Leases are financing agreements. TMA agrees that the Debtors may sell the Subject Toshiba Machines free and clear of the TMA Interests in the Subject Toshiba Machines (defined below) except with respect to the proceeds thereof, and the TMA Interests in the Subject Toshiba Machines shall attach to the Reserve (defined below) to the same extent and with the same validity and priority as TMA's interests in the Subject Toshiba Machines: as of the Petition Date and the Closing Date. In order to avoid delaying the Sale, the Debtors shall reserve from the Sale Proceeds \$250,000.00 in favor of TMA (the "Reserve") so that the Debtors and TMA can continue to negotiate over the resolution of TMA's Objection and to allow the Court to rule on TMA's Objection in the event the parties cannot amicably resolve TMA's Objection. The Debtors agree that they shall (i) assume and cure all defaults and exercise the purchase ~~option~~option in accordance with the terms of a Subject Lease (a "TMA Cure Amount") to the extent the Bankruptcy Court determines (or TMA and the Debtors otherwise agree) that such Subject Lease is a true lease; and (ii) pay to TMA the allowed amount of any allowed secured claim granted to TMA with respect to a Subject Lease (a "TMA Allowed Secured Claim") to the extent the Bankruptcy Court determines (or TMA and Debtors otherwise agree) that such Subject Lease is a financing agreement. Notwithstanding the foregoing, TMA and the Debtors understand and agree that to the collective extent the aggregate total of all TMA Cure Amounts and TMA Allowed Secured Claims ~~shall not exceed~~exceeds the amount of the Reserve, it will be allowed as an unsecured claim. Nothing contained in this Order constitutes a waiver of any secured claim; nor an adjudication or waiver of (i) any fact, claim, or defense related to TMA's claims, (ii) the title, ownership and security interests TMA asserts against the Subject Toshiba Machines and any proceeds theretthereof (collectively, the "TMA Interests in the Subject Toshiba Machines"), ~~or~~(iii) the nature, extent, validity or priority of TMA's existing title,

ownership or security interests in the Subject Toshiba Machines as of the Closing Date and proceeds thereto including the TMA Interests in the Subject Toshiba Machines, or (iv) any other matter with respect to TMA and, following the sale of the Subject Toshiba Machines, TMA shall retain in the Reserve whatever interest TMA had in the Subject Toshiba Machines, to the same extent and with the same validity and priority that TMA had with respect to the Subject Toshiba Machines as of the Petition Date and the Closing Date. The entry of this Order shall not adversely affect TMA's rights in and to the Reserve. Moreover, TMA expressly reserves its right to assert an unsecured claim against the Debtors and the Debtors reserve all defenses to such claim. Subject to and contingent upon the foregoing, TMA consents to the Sale.

21. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order and the ten day stay imposed by Bankruptcy Rule 6004(h) shall be, and hereby are, deemed waived.

22. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

23. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

24. The failure specifically to include any particular provision of the APA or the Transition Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

25. The APA, the Transition Agreement, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

26. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the APA, and the Transition Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

27. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. To the extent there are any inconsistencies between the terms of this Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall control.

Dated: September ___, 2010
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Bill Hazeltine

From: DEBdb_ECF_Reply@deb.uscourts.gov
Sent: Thursday, September 16, 2010 1:47 PM
To: dummail@deb.uscourts.gov
Subject: Ch-11 10-11371-MFW Moll Industries, I Order

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U.S. Bankruptcy Court

District of Delaware

Notice of Electronic Filing

The following transaction was received from MEB entered on 9/16/2010 at 1:46 PM EDT and filed on 9/16/2010

Case Name: Moll Industries, Inc.

Case Number: 10-11371-MFW

Document Number: 324

Docket Text:

Order (A)Authorizing the Sale of Certain Assets of the Debtors to Branford Auctions, LLC Free and Clear Of All Liens, Claims, Encumbrances, and Other Interests; and (B)Granting Related Relief (related document(s)[137]) Order Signed on 9/16/2010. (Attachments: # (1) Exhibit 1# (2) Exhibit 2# (3) Exhibit B) (MEB)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:5.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=983460418 [Date=9/16/2010] [FileNumber=8845909-0]
[308d431d851d23f173339bcc10c716763be4da298dd07d635a423881f82ba2856c69
83b0b12f9e8351da7c9cddb13a6e6722dbe3c6a9b707106b5dd38e0e1362]]

Document description: Exhibit 1

Original filename:5A.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=983460418 [Date=9/16/2010] [FileNumber=8845909-1]
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Document description: Exhibit 2

Original filename:5B.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=983460418 [Date=9/16/2010] [FileNumber=8845909-2]