EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of November __, 2015 (this "Agreement"), by and between, Worthington Cylinder Corporation, an Ohio Corporation (the "Buyer"), and Taylor-Wharton Cryogenics LLC, a Delaware limited liability company (the "Seller"). The Buyer and the Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. CryoScience, a business unit of the Seller ("CryoScience"), conducts the business of designing, engineering, manufacturing, selling and distributing cryogenic products and storage solutions in the biomedical research and development, healthcare, biobanking, artificial insemination, pharmaceutical, animal fertility and research end-markets (the "CryoScience Business"); and

B. On October 7, 2015 the Seller and certain of its Affiliates filed voluntary petitions for relief (collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

C. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, substantially all of the Seller's assets exclusively or primarily used or held for use in the CryoScience Business, together with certain other assets related to the Seller's other businesses, on the terms and subject to the conditions set forth herein, and in accordance with and subject to the entry of the Sale Order, pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code; and

D. Capitalized terms used in this Agreement shall have the meanings specified elsewhere in this Agreement or in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
SALE AND TRANSFER OF ASSETS

Section 1.1 Transfer of Assets by the Seller. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code and upon the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, the Buyer shall purchase and acquire from the Seller, and the Seller shall sell, convey, assign and transfer to the Buyer, free and clear of all Liens except for any Permitted Liens, all of the Seller's right, title, and interest in and to the following tangible and intangible properties, assets and rights of the Seller, wherever located (but, for the avoidance of doubt, excluding any Excluded Assets) (which shall be collectively referred to herein as the "Transferred Assets"):

(a) all Cryoscience Inventory;

(b) all Seller Contracts related to the CryoScience Business and set forth on Schedule 1.1(b), as the same may be amended in accordance with this Agreement (collectively, the

"Assumed Contracts"), and all Avoidance Actions against any counterparty to an Assumed Contract with respect to such Assumed Contract;

(c) all of the Seller's rights, claims, credits, causes of action, and rights of set-off against third parties relating exclusively or primarily to the CryoScience Business or exclusively or primarily affecting the Transferred Assets (other than to the extent relating to any product supplied by or on behalf of the Seller under the Transition Services Agreement), whether choate or inchoate, known or unknown, liquidated or unliquidated, fixed or contingent (collectively, the "CryoScience Business Claims") and all third party guarantees thereof, in each case, to the extent transferrable. Other than to the extent relating to any product supplied by or on behalf of the Seller under the Transition Services Agreement, "CryoScience Business Claims" shall include all claims pursuant to all warranties, representations, and guarantees made by suppliers, manufacturers, contractors, and other third parties in connection with products or services purchased by or furnished to any Seller for use exclusively or primarily in the CryoScience Business or exclusively or primarily affecting any of the Transferred Assets;

(d) all CryoScience Business Proprietary Rights, to the extent transferable, including without limitation those listed on Schedule 1.1(d), and all rights and remedies in respect of any infringement or misappropriation thereof, and rights to protection of interests therein under all Applicable Laws;

(e) to the extent transferable under Applicable Law, all Permits, licenses and other authorizations that are owned by, granted to, or held by the Seller and that relate exclusively or primarily to the CryoScience Business, including without limitation those listed on Schedule 1.1(e), and all applications therefor;

(f) all furniture, machinery, tools, materials, parts, furnishings, fixtures, equipment, supplies and other tangible personal property that is used or held for use exclusively or primarily in the CryoScience Business, including without limitation those listed on Schedule 1.1(f), but not including the CryoIndustrial and CryoLNG Inventory;

(g) except for those documents expressly described in Section 1.2(a), all books, records (including, without limitation, employee records (to the extent they may lawfully be transferred), files, reviews, and, to the extent deemed relevant or appropriate by Buyer, other employment documentation and data), files, data, reports and plans of the Seller (including such books and records that are contained in computerized storage media), including all sales and promotional literature, receivables history, mailing lists, customer lists, supplier and vendor lists, price lists, supplier and vendor data, accounting information and procedures, marketing materials, information and procedures, sales and customer files, advertising and promotional materials, product designs and specifications, current product material, equipment maintenance records, warranty information, standard forms of documents, and manuals of operations or business procedures, in each case related exclusively or primarily to the CryoScience Business;

(h) all accounts receivable, notes receivable and miscellaneous receivables that are exclusivity or primarily related to the CryoScience Business and are included as current assets in the determination of the Final Closing Net Working Capital, including, without limitation, (i) invoiced accounts receivable, (ii) accrued but uninvoiced accounts receivable, and (iii) all other rights to payment for goods or services sold, delivered or performed on or prior to the Closing Date;

(i) all prepaid expenses, deposits and refunds that are exclusively or primarily related to the CryoScience Business and are included as current assets in the determination of the Final Closing Net Working Capital;

(j) all non-competition, confidentiality and non-disclosure agreements and similar proprietary rights agreements in favor of the Seller to the extent such agreements are related to the CryoScience Business or from or with any current or former employee or consultant rendering services to or having access to Proprietary Rights of or relating to the CryoScience Business;

(k) all telephone numbers, facsimile numbers, email addresses, internet domain names, URLs, and websites exclusively or primarily used or held for use in the CryoScience Business, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

(l) all insurance benefits and rights to payments and/or recoveries under insurance policies carried by or for the benefit of the CryoScience Business to the extent arising from or relating exclusively or primarily to any of the Transferred Assets prior to the Closing Date and not exclusively or primarily related to any Excluded Liability;

(m) all other tangible or intangible properties, assets and rights arising out of or relating exclusively or primarily to the ownership, use or operation of the CryoScience Business or the Transferred Assets on or prior to the Closing Date;

(n) all goodwill of or associated with the CryoScience Business or any of the foregoing Transferred Assets;

(o) the Owned Real Property; and

(p) all furniture, machinery, tools, materials, parts, furnishings, fixtures, equipment, supplies and other tangible personal property that is used or held for use exclusively or primarily in the CryoIndustrial Business or the CryoLNG Business, including without limitation those listed on Schedule 1.1(p) (the "CryoIndustrial and CryoLNG PP&E"), but not including the CryoIndustrial and CryoLNG Inventory.

Notwithstanding the foregoing, (i) the transfer of the Transferred Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Transferred Assets unless Buyer expressly assumes such Liability pursuant to Section 1.3, and (ii) Buyer may, in its sole and absolute discretion, elect at any time up to 90 days after the Closing to acquire the outstanding equity interests of Taylor-Wharton Germany GmbH from Seller or Seller's direct or indirect Subsidiary, with no adjustment to the Purchase Price or other consideration payable hereunder.

Section 1.2 Excluded Assets. Notwithstanding anything herein to the contrary, the Seller will retain and will not transfer, convey, assign, or deliver to the Buyer, and the Buyer will not acquire any right, title, or interest in or to the following assets (collectively, the "Excluded Assets"):

(a) any Contracts that are not Assumed Contracts, including those Contracts set forth on Schedule 1.2(a), as the same may be amended in accordance with this Agreement;

(b) any Available Cash;

(c) all bank accounts of the Seller whether or not related to the CryoScience Business;

(d) all Proprietary Rights other than the CryoScience Business Proprietary Rights;

(e) any assets owned or held by or under any Employee Benefit Plan, including assets held in trust or insurance contracts for the benefit of Employee Benefit Plan participants or beneficiaries, or amounts otherwise set aside or recorded as available for the payment of costs and benefits attributable to the operation of any Employee Benefit Plan;

(f) any refunds or credits, if any, of Taxes due to or from any Seller by reason of its ownership of the Transferred Assets or its operation of the CryoScience Business to the extent attributable to any time or period ending prior to the Closing Date;

(g) any rights (including indemnification rights) or any claims or recoveries under litigation, of the Seller against third parties (other than rights, claims and recoveries acquired by the Buyer pursuant to Section 1.1(c) or Section 1.1(h)), arising out of or relating to any event prior to the Closing Date;

(h) any business records that the Seller is required by Applicable Law to retain in its possession;

(i) the Seller's corporate charter and all qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and blank stock certificates and other documents relating to the organization, maintenance and existence of the Seller;

(j) any of the membership interests, capital stock or other equity interests of the Seller or any of its Subsidiaries (subject to the last sentence of Section 1.1 hereof);

(k) any other asset of the Seller that does not constitute a Transferred Asset;

(l) all amounts to be received by the Seller from the Buyer and all other rights of the Seller under this Agreement or any Ancillary Agreement;

(m) all insurance policies of the Seller whether or not related to the CryoScience Business and any rights under or otherwise with respect thereto (other than rights, claims and recoveries acquired by the Buyer pursuant to Section 1.1(l));

(n) those assets and properties identified on Schedule 1.2(n) hereto;

(o) any parts, supplies, materials and other inventories (including all finished goods, raw materials, work in progress, packaging, goods in transit and consigned goods) exclusively or primarily related to the CryoIndustrial Business or the CryoLNG Business, including any such inventories on consignment and any inventories located in warehouses or similar facilities (the "CryoIndustrial and CryoLNG Inventory"); and

(p) any amounts owed by Seller's Affiliates to Seller whether or not related to the CryoScience Business.

Notwithstanding anything herein to the contrary, from the date hereof until the Closing, the Buyer shall be permitted, in its sole discretion, to add any assets or properties of the Seller to Schedule 1.2(n).

Section 1.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, as of the Closing, the Buyer shall assume, discharge and perform only the following Liabilities with respect to the CryoScience Business and the Transferred Assets (collectively, the "Assumed Liabilities"):

(a) all trade accounts payable and accrued expenses of the Seller that (i) are exclusively or primarily related to CryoScience Business, (ii) were incurred in the Ordinary Course of Business, and (iii) are included as current liabilities in the determination of the Final Closing Net Working Capital; provided that, for the avoidance of doubt, to the extent any such payables or other amounts owed to any vendor, supplier or other third party are partially attributable to the CryoScience Business, on the one hand (the "CryoScience Portion"), and to any other business or division of the Seller or any of its Affiliates, on the other hand, the only portion thereof that shall constitute an Assumed Liability hereunder shall be the CryoScience Portion; and

(b) without duplication, all obligations of the Seller that first arise after the Closing under the Assumed Contracts.

Section 1.4 Excluded Liabilities. Notwithstanding the provisions of Section 1.3 or any other provisions of this Agreement, except only for the Assumed Liabilities, the Buyer shall not assume, perform, pay, discharge, or indemnify the Seller against, or otherwise have any responsibility or liability for, any Liabilities of the Seller of any nature whatsoever, whether arising prior to, on, or after the Closing, and whether primary or secondary, direct or indirect, absolute or contingent, known or unknown (collectively, the "Excluded Liabilities"). The Excluded Liabilities shall remain the sole responsibility of, and shall be retained by, the Seller. The Excluded Liabilities include without limitation the following:

(a) any Liabilities relating to or arising out of any of the Excluded Assets;

(b) any Liabilities related to Employee Plans (including without limitation in respect of any severance or separation-related payments, any collective bargaining agreement and any unfunded or underfunded defined benefit, pension or similar plan or arrangement);

(c) any Liabilities in respect of or relating to any of the employees or former employees of the Seller, including any for or relating to any accrued salaries, wages, payroll taxes, severance entitlements, health, medical, retirement, sick pay, vacation or deferred compensation benefits, pension or other retirement benefits, or any other Liabilities or obligations or expenses arising out of or relating to the employment of any such employees or any termination of any of such employees by any Seller or any Affiliate thereof;

(d) any Indebtedness of the Seller;

(e) any Cure Amounts;

(f) any Liability for Taxes;

(g) any Liability arising out of any legal action, suit, proceeding or investigation pending or threatened as of the Closing or commenced after the Closing and to the extent arising out of any circumstance, occurrence or event happening prior to the Closing;

(h) any Liability arising out of the Seller's compliance or non-compliance with any Applicable Law;

(i) any Liability to the extent arising out of employment, employment grievances or termination of employment of any Persons employed by the Seller on or before the Closing Date, including any workmen's compensation claims relating to events which transpired on or before the Closing Date (whether or not known or reported as of the Closing Date), or any bonus, benefit, severance or similar payment that the Seller is obligated to make to any current or former employee, director, consultant or other Person as a result of the transfer of the Transferred Assets or the CryoScience Business;

(j) any Liability of any Affiliate of the Seller;

(k) any Transaction Expenses; and

(l) those Liabilities identified on Schedule 1.4(l) hereto;

(m) any Liability arising from or under any Environmental Laws arising out of or relating to the operation of the Seller's businesses or the Seller's leasing, ownership or operation of real property including the Owned Real Property; and

(n) any and all other Liabilities not expressly included in the Assumed Liabilities.

Section 1.5 Sale Free and Clear; Assignment of Contracts and Rights.

(a) Sale Free and Clear. The Seller acknowledges and agrees, and the Sale Order shall provide, that on the Closing Date and concurrently with the Closing, (i) all then existing or thereafter arising Liens of, against or created by the Seller's bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code and Applicable Law, other than Permitted Liens, if any, and the Assumed Liabilities, shall be fully released from and with respect to the Transferred Assets, and (ii) the Transferred Assets shall be transferred to Buyer free and clear of all Liens, other than the Permitted Liens, if any, and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code and Applicable Law.

(b) Bill of Sale and Assignment and Assumption Agreements. At the Closing, Seller shall execute and deliver to Buyer, and Buyer shall execute and deliver to Seller, one or more bills of sale and assignment and assumption agreement(s), each in the form of Exhibit 1.5(b) hereto or such other form(s) as is(are) reasonably acceptable to the Parties (the "Bill of Sale and Assignment and Assumption Agreements"), and such other assignments and instruments of title and transfer (including Proprietary Rights assignment agreements and, for each parcel of Owned Real Property, a recordable warranty deed, each in form and substance reasonably satisfactory to Buyer) as either Party may reasonably require for the sale, assignment and transfer of the Transferred Assets to, and assumption of the Assumed Liabilities by, Buyer.

(c) Other Instruments of Transfer. At any time and from time to time after the Closing, without the payment of any further consideration, the Seller shall execute and deliver all such further assignments, bills of sale, other instruments of title and transfer and other assurances and documents, and shall take such other action consistent with the terms of this Agreement, as may be reasonably requested by Buyer, prepared at the Buyer's sole cost and expense, for the purpose of better or more fully assigning and transferring to Buyer or reducing to Buyer's possession any or all of the Transferred Assets.

(d) Certain Other Assignment Matters. To the extent the assignment to Buyer of any Assumed Contract is not permitted by Applicable Law or is not permitted without the consent of another Person and, in the case of the Assumed Contracts that are the subject of Section 365 of the Bankruptcy Code and the Sale Order, or other related order(s) of the Bankruptcy Court, such restriction cannot be effectively overridden or cancelled by the Sale Order, or other related order(s) of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment or attempted assignment of such Contract and the Closing shall proceed with respect to the remaining Assumed Contracts and Transferred Assets; provided, however (A) the Seller shall continue to use its commercially reasonable efforts to obtain any such consents and to assign such Assumed Contracts to the Buyer as promptly as possible, and (B) the Seller and the Buyer shall cooperate in an arrangement reasonably satisfactory to the Parties under which the Buyer will obtain, to the extent possible, all claims, rights, and benefits with respect to such Assumed Contract, and assume the corresponding obligations thereunder (including subcontracting, sub-licensing, or sub-leasing by the Seller to the Buyer) to the extent constituting an Assumed Liability hereunder, or under which the Seller will enforce for the benefit of the Buyer, with the Buyer assuming the Seller's obligations thereunder to the extent constituting an Assumed Liability hereunder, any and all claims, rights, and benefits of the Seller against any third party thereto, provided, however, that Seller shall not be required to incur any Liabilities or provide any financial accommodation in order to obtain any such consents or affect such assignment, provided, further, that nothing in this Section 1.5 shall prohibit the Seller from ceasing operations or winding up its affairs after the Closing (but subject to Section 5.1 hereof), and the Buyer shall reimburse the Seller for any reasonable and documented out-of-pocket expenditures or obligation incurred by the Seller after the Closing related to assistance provided to the Buyer pursuant to this Section 1.5. The Seller will promptly pay to the Buyer all monies received by the Seller under any Transferred Asset or any claim, right, or benefit arising thereunder not transferred to the Buyer pursuant to this Section 1.5 and the Buyer will promptly pay to or reimburse the Seller for any amount paid by the Seller or its Affiliates or Liability incurred by the Seller or its Affiliates related to any Transferred Asset, Assumed Liability or any claim, right, or benefit arising thereunder not transferred to the Buyer pursuant to this Section 1.5. To the extent that any non-disclosure or confidentiality agreement included in the Assumed Contracts relates to any Excluded Asset, (A) the Seller and the Buyer shall cooperate in an arrangement reasonably satisfactory to the Parties under which the Seller will obtain, to the extent possible, all claims, rights, and benefits with respect to such non-disclosure or confidentiality agreement to the extent relating to any Excluded Asset, and assume the corresponding obligations thereunder to the extent constituting an Excluded Liability hereunder, or under which the Buyer will enforce for the benefit of the Seller, with the Seller assuming the Buyer's obligations thereunder to the extent constituting an Excluded Liability hereunder, any and all claims, rights, and benefits of the Buyer against any third party thereto to the extent relating to any Excluded Asset, provided, however, that Buyer shall not be required to incur any Liabilities or provide any financial accommodation related to assistance provided to the Seller pursuant to this Section 1.5, and the Seller shall reimburse the Buyer for any reasonable and documented out-of-pocket expenditures or obligation incurred by the Buyer after the Closing related to assistance provided to the Seller pursuant to this Section 1.5.

Section 1.6 Purchase Price; Deposit; Adjustment.

(a) Purchase Price. The aggregate consideration payable by Buyer to Seller for the Transferred Assets (the "Purchase Price") shall be an amount in cash equal to Thirty Three Million Two Hundred Fifty Thousand United States Dollars ($33,250,000) (the "Headline Purchase Price"), plus (if positive) or minus (if negative) the Post-Closing Adjustment, minus any Excluded Liabilities of the type described in Section 1.4(c) that Seller (with the prior written consent of Agent) requests that Buyer satisfy or pay and Buyer, in its sole and absolute discretion after consultation with Seller, elects to satisfy and pay at or in connection with Closing.

(b) Good Faith Deposit. Prior to its execution of this Agreement, Buyer has deposited, or cause to be deposited, with Taylor-Wharton International LLC, the parent of Seller, an amount in cash of Two Million Nine Hundred Fifty Thousand United States Dollars ($2,950,000) (such amount plus all accrued interest thereon shall be referred to as the "Good Faith Deposit"), to be held in accordance with the terms and provisions of the Bidding Procedures Order.

(c) Closing Payment. At the Closing, the Buyer shall pay, or cause to be paid, an amount in cash equal to (i) the Headline Purchase Price, minus (ii) the Escrow Amount, minus (iii) the Good Faith Deposit, (iv) minus any Cure Amounts not otherwise paid by Seller prior to or at Closing, and (v) plus (if positive) or minus (if negative) the Estimated Closing Net Working Capital Adjustment (collectively, the "Closing Date Payment"), for the account of Seller to Agent in immediately available funds by wire transfer to an account designated by Agent in writing to Buyer, which account shall be so designated at least three (3) Business Days prior to the Closing Date.

(d) Escrow. At the Closing, the Buyer shall deposit, or cause to be deposited, with the Indemnity Escrow Agent an amount in cash equal to five point two percent (5.2%) of the Headline Purchase Price (such amount plus all accrued interest thereon shall be referred to as the "Escrow Amount"), which Escrow Amount shall be held in escrow by the Indemnity Escrow Agent as a source of funds for paying any amount owed by Seller to Buyer pursuant to this Agreement. The Escrow Amount shall be administered and disbursed by the Indemnity Escrow Agent as provided for in this Agreement and in the Indemnity Escrow Agreement. The Escrow Amount shall be available to reimburse Buyer and/or other Buyer Indemnified Parties for any Purchase Price adjustment payable to Buyer pursuant to this Article I or any indemnifiable Losses payable to any Buyer Indemnified Party in accordance with Article IX through and including the twelve (12) month anniversary of the Closing Date (the "Escrow Termination Date"). Any portion of the Escrow Amount remaining on the Escrow Termination Date (other than amounts necessary to cover any pending claims) shall promptly be disbursed for the account of Seller to Agent in immediately available funds by wire transfer to an account designated by Agent in writing to Buyer. The Indemnity Escrow Agent's escrow fees and charges shall be paid one-half by Seller and one-half by Buyer.

(e) Estimated Closing Statement.

(i) Prior to Closing, the Seller shall consult with Buyer and its representatives in good faith to prepare and compute an estimate of the Net Working Capital of the CryoScience Business as of 12:01 a.m., Eastern Standard Time, on the Closing Date (without giving effect to the transactions contemplated herein) (the "Estimated Closing Net Working Capital"). At least five (5) Business Days before the Closing, the Seller shall prepare and deliver to the Buyer a statement setting forth the Seller's good faith estimate of the Estimated Closing Net Working Capital,

which statement shall include reasonable supporting documentation with respect to all amounts and calculations therein (the "Estimated Closing Net Working Capital Statement"). Seller shall prepare the Estimated Closing Net Working Capital Statement in good faith, based on Seller's books and records, in accordance with GAAP and, to the extent consistent with GAAP or as otherwise specified under Section 1.6, the accounting policies, principles, practices and methodologies used by Seller in the preparation of the Financial Information and specified on Exhibit 1.6 (the "Accounting Policies"), and shall present fairly the information and data contained therein. The Seller shall in good faith consider any reasonable comments of the Buyer with respect to such Estimated Closing Net Working Capital Statement, in each case to the extent such comments are provided to the Seller no later than at least five (5) Business Days prior to the Closing Date. In connection with the Buyer's review of the Estimated Closing Net Working Capital Statement, the Seller shall (i) provide the Buyer and its authorized representatives with reasonable access to the books, records, facilities employees and accountants of the Seller (to the extent relating to the CryoScience Business), in each case upon reasonable prior written notice and during normal business hours, and (ii) cooperate with the Buyer and its authorized representatives, including the provision on a timely basis of all information related to the CryoScience Business and reasonably requested and necessary or useful in connection with analyzing the Estimated Closing Net Working Capital Statement. In the event that the Estimated Closing Net Working Capital is revised to incorporate any or all of the Buyer's comments pursuant to this Section 1.6(e)(i), the Seller shall deliver to the Buyer no later than two (2) Business Days prior to the Closing Date the revised Estimated Closing Net Working Capital, which shall be substituted as the "Estimated Closing Net Working Capital" hereunder. Neither the Estimated Closing Net Working Capital, nor any proposal or agreement in respect thereof, shall be binding on, or create or give rise to any implication or presumption with respect to, Buyer in relation to the Final Closing Net Working Capital (as hereinafter defined).

(ii) If the Estimated Closing Net Working Capital is less than the Target Net Working Capital, the difference shall be a deduction from the Closing Date Payment. If the Estimated Closing Net Working Capital exceeds the Target Net Working Capital, the excess shall be an addition to the Closing Date Payment. Any adjustment to the Closing Date Payment pursuant to this Section 1.6(e) is referred to herein as the "Estimated Closing Net Working Capital Adjustment".

(f) Post-Closing Adjustment.

(i) Within ninety (90) days after the Closing Date, the Buyer or its accountant (the "Buyer's Accountant") shall prepare and deliver to the Seller a statement setting forth the Buyer's good faith calculation of the Net Working Capital as of 12:01 a.m., Eastern Standard Time on the Closing Date (without giving effect to the transactions contemplated herein) (the "Final Closing Net Working Capital"), which statement shall include reasonable supporting documentation with respect to all amounts and calculations therein (the "Final Closing Net Working Capital Statement"). Buyer shall prepare the Final Closing Net Working Capital Statement in good faith, based on books and records of the CryoScience Business, in accordance with GAAP and the Accounting Policies.

(ii) The post-Closing adjustment shall be an amount equal to the Final Closing Net Working Capital minus the Estimated Closing Net Working Capital (the "Post-Closing Adjustment" and together with the Final Closing Net Working Capital Statement, the "Post-Closing Deliveries"). If the Post-Closing Adjustment is a positive number, the Buyer shall pay for the account of Seller to Agent in immediately available funds by wire transfer to an account designated by Agent in writing to Buyer an amount equal to the Post-Closing Adjustment, and if the Post-Closing

Adjustment is a negative number, the Seller shall instruct the Indemnity Escrow Agent to deduct the same from the Escrow Amount and deliver to the Buyer an amount equal to the Post-Closing Adjustment, in each case as provided in paragraph (vii)(a) hereof.

(iii) During the period of the preparation of the Post-Closing Deliveries and the Resolution Period (as defined below), the Buyer shall (A) provide the Seller and its authorized representatives with reasonable access to the books, records, facilities employees and accountants of the Buyer (to the extent relating to the CryoScience Business), in each case upon reasonable prior written notice and during normal business hours, and (B) cooperate with the Seller and its authorized representatives, including the provision on a timely basis of all information reasonably requested and necessary or useful in connection with analyzing the Post-Closing Deliveries.

(iv) No later than twenty (20) Business Days after receipt by the Seller of the Final Closing Net Working Capital Statement (the "Dispute Period"), the Seller shall notify the Buyer in writing that (i) the Seller agrees with the Final Closing Net Working Capital (an "Approval Notice") or (ii) the Seller disagrees with such calculations, identifying with reasonable specificity the items with which the Seller disagrees (a "Dispute Notice"). The failure by the Seller to provide a Dispute Notice to Buyer within the Dispute Period will constitute the Seller's acceptance of the Final Closing Net Working Capital Statement.

(v) Upon receipt by the Buyer of a Dispute Notice, the Seller and the Seller's accountants, on the one hand, and the Buyer and the Buyer's accountants, on the other hand, will use good faith efforts during the twenty (20)-Business Day period following the date of receipt by the Buyer of a Dispute Notice (the "Resolution Period") to resolve any differences they may have as to the amounts set forth in the Final Closing Net Working Capital Statement and/or the calculation of the Net Working Capital set forth therein. If the Buyer and the Seller cannot reach written agreement during the Resolution Period, within five (5) Business Days thereafter, their disagreements, limited to only those issues still in dispute (the "Remaining Disputes"), shall be promptly submitted to the New York office of Anchin Block & Anchin LLP (the "Independent Accountant"), which firm shall conduct such additional review as is necessary to resolve the specific Remaining Disputes referred to it. The Seller and the Buyer will cooperate fully with the Independent Accountant to facilitate its resolution of the Remaining Disputes, including by providing the information, data and work papers used by each Party to prepare and/or calculate the Final Closing Net Working Capital Statement and the Remaining Disputes, making its personnel and accountants available during normal business hours to explain any such information, data or work papers and submitting each of their proposed calculations of the Final Closing Net Working Capital Statement. Based upon such review and other information and testimony from the Parties and their respective accountants that the Independent Accountant may request, the Independent Accountant shall determine the Final Closing Net Working Capital Statement and the Post-Closing Adjustment strictly in accordance with the terms of this Section 1.6(f) (the "Independent Accountant Determination"); provided, that such Independent Accountant Determination of the Post-Closing Adjustment shall be equal to or between the amount of the Post-Closing Adjustment proposed by each of the Buyer and the Seller, as adjusted for any differences resolved by the Seller and the Buyer prior to the submission of the Remaining Disputes to the Independent Accountant. Such Independent Accountant Determination shall be completed as promptly as practicable and if possible in no event later than twenty (20) days following the submission of the Remaining Disputes to the Independent Accountant, shall be explained in reasonable detail and confirmed by the Independent Accountant in

writing to, and shall be final and binding on, all interested Persons, except to correct manifest clerical or mathematical errors.

(vi) The fees and expenses of the Independent Accountant shall be allocated between the Seller and the Buyer, based upon the percentage that the amount not awarded to the Seller or the Buyer pursuant to Section 1.6(f)(v) bears to the amount actually contested by the Seller or the Buyer, as applicable.

(vii) On the third (3rd) Business Day after the earliest of (A) the receipt by the Seller of an Approval Notice, (B) the expiration of the Dispute Period, if during such Dispute Period no Dispute Notice shall have been delivered by the Seller, (C) the resolution by the Seller and the Buyer of all differences regarding the Closing Net Working Capital Statement and the Post-Closing Adjustment within the Resolution Period and (D) the receipt of the Independent Accountant Determination, the Post-Closing Adjustment shall be paid as follows:

a) if the Post-Closing Adjustment is payable to the Buyer by the Seller, the Indemnity Escrow Agent shall deduct the same from the Escrow Amount and deliver the same to the Buyer; or

b) if the Post-Closing Adjustment is payable to the Seller by the Buyer, the Buyer shall pay the Post-Closing Adjustment for the account of Seller to Agent in immediately available funds by wire transfer to an account designated by Agent in writing to Buyer.

(viii) This Section 1.6(f) is intended by the Parties to solely provide for an adjustment to the purchase consideration for the difference between the agreed Target Net Working Capital and the Final Closing Net Working Capital. Nothing in this Section 1.6 is intended to be used to adjust for errors, omissions or inconsistencies that may be found with respect to the Financial Information, or any actual or alleged failure of the Financial Information, the Seller's representations and warranties with respect to which are set forth in Section 2.5 hereof. No Party shall be permitted to introduce accounting policies, principles, practices or methodologies in the preparation or review of the Final Closing Net Working Capital or the determination thereof different than the Accounting Policies.

Section 1.7 Allocation of Purchase Price. No later than seventy-five (75) days after the Closing, the Buyer shall deliver to the Seller an allocation schedule allocating the Purchase Price (as may be adjusted pursuant to this Agreement), the Assumed Liabilities (to the extent such Assumed Liabilities are required to be treated as part of the purchase price for Tax purposes) and other relevant items among the Transferred Assets (other than the Owned Real Property, the CryoIndustrial PP&E and the CryoLNG PP&E, which shall have as fixed allocations those amounts allocated to them in Schedule 1.7 hereto) (the "Allocation Schedule"); provided that such allocation shall be made in accordance with Section 1060 of the Code and the regulations thereunder. Neither Party shall take any position on any Tax Return or other report filed with any Governmental Authority (or in any Proceeding before any Governmental Authority) that is in any manner inconsistent with the allocation to be reflected on the Allocation Schedule; provided that the Buyer may, in its sole discretion, revise the Allocation Schedule to reflect the determination of the Bankruptcy Court in any Proceeding. The Parties shall (a) provide each other with any information reasonably required to complete and file IRS Forms 8594 with respect to the transactions contemplated hereby, and (b) promptly advise each other of the existence of any Tax audit, controversy or litigation related to any allocation hereunder.

Section 1.8 Withholding. If Buyer is required by Applicable Law to withhold or deduct any amount of Tax from the payment of the Purchase Price hereunder (other than with respect to any Assumed Liability or payment obligation of Buyer in accordance with the terms of this Agreement), then Buyer shall be permitted to withhold or deduct (and, to the extent required by Applicable Law, remit to the appropriate Governmental Authorities) the amount of any such Tax, and such withheld amount (to the extent remitted to the appropriate Governmental Authority) shall be treated for all purposes of this Agreement as having been paid to the Seller.

Section 1.9 Payments for the Account of Seller. For the avoidance of doubt, except for amounts paid or disbursed to Buyer pursuant to the terms of this Agreement and amounts payable by Buyer directly to third parties under this Agreement or with respect to the Assumed Liabilities, all cash or other monetary consideration payable at or at any time after Closing to, or for the account of, Seller, under this Agreement or any Ancillary Agreement (including, without limitation, all amounts payable to, or for the account of, Seller pursuant to the Indemnity Escrow Agreement), unless otherwise specifically ordered by the Bankruptcy Court, will be remitted directly to the Agent (pursuant to wire transfer or other payment instructions to be provided by the Agent) for application to the Obligations under, and as defined in, the Credit Agreements in accordance with the provisions thereof and the provisions of the DIP Order. For the avoidance of doubt, such Obligations constitute Excluded Liabilities hereunder.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to the Buyer to enter into this Agreement, the Seller hereby represents and warrants to the Buyer as of the date hereof and as of the Closing that, except as set forth in the Disclosure Schedule (it being understood that (x) the Disclosure Schedule shall be arranged in paragraphs corresponding to the numbered and lettered sections and paragraphs contained in this Article II, and (y) any item that is disclosed on any schedule of the Disclosure Schedule shall be deemed disclosed on each other schedule or schedules of the Disclosure Schedule to the extent the relevance or applicability of such item thereto is reasonably apparent on its face (without reference to any external information), notwithstanding the omission of a reference or cross-reference thereto):

Section 2.1 Organization, Qualification, and Power. Seller has been duly formed or incorporated, is validly existing, and is in good standing under the laws of the jurisdiction of its formation or incorporation. Schedule 2.1 sets forth a true and correct listing of each jurisdiction in which the Seller is qualified to do business with respect to the CryoScience Business. Seller is duly qualified and authorized to do business and is in good standing as a foreign entity, in each case with respect to the CryoScience Business, in each jurisdiction in which it owns or leases property or in which the nature of its business requires it to be so qualified, except where the failure to be so qualified has not had and could not reasonably be expected to have a Material Adverse Effect. Seller has all requisite power and authority to own, lease, and operate the properties owned, leased, and operated in the CryoScience Business and to carry on the CryoScience Business as now being conducted.

Section 2.2 Authorization. Subject to the entry of the Sale Order and such authorization as is required by the Bankruptcy Court, Seller has full power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations

hereunder and thereunder. Subject to the entry of the Sale Order and such authorization as is required by the Bankruptcy Court, the execution and delivery by Seller of this Agreement and each Ancillary Agreement to which it is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller and its members. This Agreement and each Ancillary Agreement to which Seller is a party have been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by the Buyer and the other parties thereto), subject to requisite Bankruptcy Court approval, this Agreement and each such Ancillary Agreement constitute legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Enforceability Exceptions").

Section 2.3 Non-contravention. Except as set forth on the "Seller Non-contravention Schedule" attached hereto as Schedule 2.3 and subject to the entry of the Sale Order and such authorization as is required by the Bankruptcy Court, the execution and delivery of this Agreement and each Ancillary Agreement to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) violate or conflict with any Applicable Law, (b) violate or conflict with any provision of Seller's Organizational Documents, (c) result in the imposition or creation of a Lien upon or with respect to any of the Transferred Assets, or (d) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any Assumed Contract or any other agreement or instrument affecting or relating to any of the Transferred Assets, except, in the case of the foregoing clause (d), for such matters as would not reasonably be expected to have a Material Adverse Effect.

Section 2.4 Consents. Subject to the entry of the Sale Order and such authorization as is required by the Bankruptcy Court, Seller is not required to give any notice to, make any filing with, or obtain any authorization, waiver, consent, or approval of any Governmental Authority or any other Person in order to consummate the transactions contemplated by this Agreement or any Ancillary Agreement to which it is a party.

Section 2.5 Financial Information.

(a) Seller has made available to Buyer a CD-ROM or flash drive containing true and complete copies of the financial information as posted in the dataroom as of November 17, 2015, and as provided in Microsoft Excel format (.xlsx) (including all worksheets contained therein) (and accompanying dataroom location), entitled: (i) "CryoScience NWC Analysis (Draft) v4_8.31.15" (2.32.26 posted September 18, 2015), (ii) "TWT CryoScience Fixed Asset Listing_06.30.15" (2.16.8 posted September 18, 2015) and (iii) "Cryoscience Asset Listing¬_11.30.14" (2.16.1, posted February 5, 2015) and (iv) "CryoScience Income Statements_8.31.15" (2.7.33, posted October 4, 2015) (collectively, the "Financial Information"). The Financial Information has been derived from, and is consistent with, the Seller's books and records, and presents fairly, in all material respects, the financial position and results of operations of the CryoScience Business and CryoScience Inventory as of the dates and for the periods referred to therein, subject, in the case of interim period Financial Information, to the absence of (i) footnote disclosure and (ii) immaterial changes resulting from normal year-end adjustments for recurring accruals.

(b) All CryoScience Inventory, whether or not reflected in the Financial Information, consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value, and except for reserves established in the Ordinary Course of Business and reflected in the Financial Information. The quantities of each item of CryoScience Inventory (whether raw materials, work-in-process, or finished goods) are not excessive, but are reasonable in the present circumstances of the CryoScience Business.

(c) The CryoScience Business has no liabilities Known to the Seller, except (i) liabilities set forth on the face of the most recent balance sheet included in the Financial Information (the "Recent Balance Sheet"), (ii) liabilities that were incurred after the date of the Recent Balance Sheet in the Ordinary Course of Business, and (iii) liabilities incurred in the Ordinary Course of Business that are not required by GAAP to be reflected on the face of a consolidated balance sheet of the Seller and which are not in the aggregate material.

Section 2.6 Absence of Certain Developments. Except as set forth on the "Absence of Certain Developments Schedule" attached hereto as Schedule 2.6, since January 1, 2015, the Seller has conducted the CryoScience Business only in the Ordinary Course of Business and, without limiting the foregoing, the Seller has not, with respect to the CryoScience Business or the other Transferred Assets:

(a) experienced or suffered a Material Adverse Effect;

(b) sold or otherwise disposed of any of its material assets, tangible or intangible, other than (i) in the Ordinary Course of Business, (ii) sales of obsolete assets or assets with no book value, and (iii) sales or other dispositions of any asset with a fair market value less than $25,000;

(c) created or suffered to exist any Lien (other than a Permitted Lien) upon any of its assets, tangible or intangible, outside the Ordinary Course of Business or securing any Liability in excess of $50,000, individually or in the aggregate;

(d) entered into or consummated any transaction involving the acquisition of the capital stock or other equity securities, assets, property, or a business line of any Person other than purchases of CryoScience Inventory in the Ordinary Course of Business;

(e) made any change in any accounting principles, practices or methods, except to the extent required by changes in GAAP or Applicable Law;

(f) suffered or sustained any damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Seller with respect to the CryoScience Business or the other Transferred Assets, whether or not covered by insurance in excess of $50,000, individually or in the aggregate;

(g) had any actual employee strike, work stoppage, slow down or lockout;

(h) made any change in excess of 5% in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, or paid or agreed or promised to pay, conditionally or otherwise, any bonus, extra compensation, pension or severance or vacation pay, to any employee, consultant, salesman, representative or agent of the CryoScience Business;

(i) instituted, settled or agreed to settle, or become the subject of or named in, any litigation, action or Proceeding before any Governmental Authority;

(j) released or waived any material right or claim against any other Person; or

(k) agreed or committed (orally or in writing) to any of the foregoing.

Section 2.7 Real Property.

(a) Schedule 2.7(a) sets forth a complete and accurate list of each parcel of real property that is owned by the Seller and that is used, in whole or in part, in connection with the CryoScience Business (collectively, the "Owned Real Property"). The Seller has good and marketable fee simple title to the Owned Real Property, subject only to all existing Liens of record thereon, all of which such Liens (other than Permitted Liens) will cease to be enforceable against the Owned Real Property following the Closing in accordance with the Sale Order. None of the Owned Real Property is subject to any leases or tenancies or other rights of occupancy.

(b) Schedule 2.7(b) sets forth a complete and accurate list of all real property leased or subleased by the Seller or any Affiliate thereof that is used, in whole or in part, in connection with the CryoScience Business (collectively, the "Leased Real Property" and, together with the Owned Real Property, the "Real Properties") and a list, as of the date hereof, of all leases for each Leased Real Property, including the name of the lessor, the location of the property, the date of the lease and each amendment thereto, and the aggregate annual rental and/or other fees payable under any such lease. All such leases are in full force and effect and are valid, binding and enforceable against the Seller or Seller Affiliate party thereto and, to the Knowledge of the Seller, the other parties thereto in accordance with their respective terms, and there is not, under any of such leases, any existing material default or material event of default (or event that with notice or lapse of time, or both, would constitute a material default).

(c) There is no pending or, to the Knowledge of the Seller, threatened condemnation or similar proceeding affecting any Real Property or any portion thereof. Neither the Real Property, nor the operations of the CryoScience Business on any Real Property, violates in any material manner any applicable building code, zoning requirement, or classification or statute relating to the particular property or such operations. The Real Property is in good operating condition and repair and is adequate and sufficient for the conduct of the CryoScience Business presently conducted at the Real Property.

Section 2.8 Title to Assets; Condition of Assets.

(a) The Seller has good and valid title or (in the case of leased personal property) a valid leasehold title, free and clear of all Liens (other than Permitted Liens), to all of the Transferred Assets. Except as set forth on the "Sufficiency of Assets Schedule" attached hereto as Schedule 2.8, the Transferred Assets include all of the assets that are used, or held for use exclusively or primarily, in the operation of the CryoScience Business as presently conducted and are adequate and sufficient to conduct the CryoScience Business as presently conducted.

(b) All equipment and other items of tangible personal property and assets included in the Transferred Assets are in good operating condition and repair (subject to normal and

immaterial wear and tear), are free from material defects, have been maintained in accordance with normal industry practice, and are fit for use in accordance with the past practices of the Seller.

(c) On the Closing Date, after giving effect to the Sale Order, (a) the Transferred Assets shall be transferred to the Buyer free and clear of all Liens, other than Permitted Liens, and (b) the Buyer shall obtain good title to the Transferred Assets free and clear of all Liens, other than Permitted Liens.

Section 2.9 Taxes. Except as set forth on the "Tax Matters Schedule" attached hereto as Schedule 2.9:

(a) Seller has timely filed all Tax Returns required to be filed with respect to the CryoScience Business that were required to be filed on or prior to the date hereof, and all such Tax Returns were correct in all material respects when filed;

(b) all Taxes, deposits and other payments for which any Seller or any Affiliate thereof has liability (whether or not shown on any Tax Return) with respect to the CryoScience Business have been timely paid in full or are accrued in full as liabilities for Taxes on the books and records of the CryoScience Business, and to the extent pertaining to any period covered by any of the Financial Information, on the applicable Financial Information;

(c) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee or independent contractor relating to the CryoScience Business, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed;

(d) there is no, and during the past five (5) years has been no, material dispute or claim concerning any Tax Liability as related to the CryoScience Business either (i) claimed or raised by any Governmental Authority, or (ii) which are Known to the Seller;

(e) Seller is not, and Seller has never been, a party to any Tax allocation or sharing agreement;

(f) there are no Liens for Taxes (other than Permitted Liens) upon any of the Transferred Assets nor is there any such Lien that is pending or, to the Knowledge of the Seller, threatened; and

(g) no Person is currently the beneficiary of any extension of time within which to file any Tax Returns with respect to the CryoScience Business.

Section 2.10 Material Contracts.

(a) The "Material Contracts Schedule" attached hereto as Schedule 2.10 sets forth a complete and accurate list of each of the following Contracts to which Seller is a party or by which any of the Transferred Assets are bound, in each case relating exclusively or primarily to the CryoScience Business or other Transferred Assets (collectively, the "Material Contracts"):

(i) any Contract concerning marketing of or relating to research and development of any of the Products, in each case, involving payments by or to the Seller in excess of

$50,000 in the twelve month period prior to the date hereof or requiring payments after the date hereof by the Seller of more than $50,000;

(ii) any Contract (A) relating to Indebtedness or the guaranty of another Person's Indebtedness, or (B) pursuant to which Seller has loaned or advanced money to any Person, other than sales to customers on credit in the Ordinary Course of Business;

(iii) any Contract granting any Person a Lien on all or any material portion of the Transferred Assets;

(iv) any Contract (A) providing for any Person to be the exclusive provider of any Product or the exclusive recipient of any Product, or otherwise imposing any exclusivity obligation on the CryoScience Business, (B) containing a covenant by Seller with respect to the CryoScience Business not to (x) compete with any Person in any business in any geographic area or (y) solicit or hire any Person, or (C) including any "most favored nations" or similar pricing terms or other similar protections or assurances;

(v) any licenses with respect to Proprietary Rights (other than (A) non-exclusive licenses of Proprietary Rights granted by Seller or any prior owner of the CryoScience Business having annual royalty values of less than $25,000 or one-time license fees (as may be applicable) of less than $25,000 or (B) licenses of generally available non-customized computer software granted to a Seller or any prior owner of the CryoScience Business with a total replacement cost of less than $10,000);

(vi) any Contract or group of related Contracts with the same party (or group of related parties) either (A) requiring payments after the date hereof to or by Seller of more than $50,000 or (B) not terminable by Seller on ninety (90) days' or less notice without penalty or Liability;

(vii) any Contract establishing or creating any partnership, joint venture, limited liability company, limited liability partnership or similar entity;

(viii) any Contract with any Affiliate of Seller or with any director, officer, stockholder or employee of any Seller or any Affiliate of Seller; or

(ix) any other Contract which is material to the CryoScience Business or any other Transferred Asset entered into outside of the Ordinary Course of Business.

(b) Each Material Contract that is an Assumed Contract is identified as such on Schedule 2.10. The Seller has made available to Buyer true, correct and complete copies of each Material Contract, as amended to date.

(c) Except as specifically disclosed on the Material Contracts Schedule: (i) Seller has not received any notice challenging whether any Material Contract is legal, valid, binding, enforceable, and in full force and effect, subject to proper authorization and execution by the other party or parties thereto and except as such enforceability may be limited by the Enforceability Exceptions; and (ii) neither the Seller nor, to the Seller's Knowledge, any other party thereto, is in breach or default under any Material Contract, except for any such breach or default that would not be material to the CryoScience Business, and no event has occurred which with or without notice or

lapse of time or both would constitute a material breach or material default thereunder. To the Seller's Knowledge, no event has occurred or and no circumstance or condition exists, that (with or without the lapse of time or the giving of notice, or both) would reasonably be expected to (i) give any party the right to cancel or terminate or modify any Assumed Contract, or (ii) give any party to any Assumed Contract the right to seek damages or other remedies.

Section 2.11 Proprietary Rights.

(a) Except for any Permitted Liens or as disclosed on the "Proprietary Rights Schedule" attached hereto as Schedule 2.11, the Seller owns and possesses all right, title, and interest in and to, or has a valid right to use on a royalty-free basis, all CryoScience Business Proprietary Rights, and a complete and accurate list of the registrations and applications with respect to such CryoScience Business Proprietary Rights are set forth on the Proprietary Rights Schedule, and no Affiliate of Seller owns or holds any Proprietary Rights that are exclusively or primarily related to, or used or held for use in, the CryoScience Business. Except as set forth on the Proprietary Rights Schedule, the CryoScience Business has not infringed or misappropriated any Proprietary Rights of any third Person and, to the Seller's Knowledge, the CryoScience Business' Proprietary Rights have not been infringed upon or misappropriated by any third Person. Seller has taken commercially reasonable efforts to protect the confidentiality of its material trade secrets and confidential information relating to the CryoScience Business.

(b) To Seller's Knowledge, all issued Patents, Trademark registrations, Copyright registrations and Domain Name registrations that are listed in Schedule 2.11 are in compliance with applicable legal requirements (including payment of filing, examination and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within ninety (90) days after the Closing Date.

(c) Seller is not in material violation of any license, sublicense or other Contract with respect to any CryoScience Business Proprietary Rights, and the consummation of the transactions contemplated by this Agreement will not limit the Buyer's ability to use any material CryoScience Business Proprietary Rights.

(d) No Person who has performed services, whether for Seller or any Affiliate thereof, or to the Seller's Knowledge any predecessor entity, in connection with the development and/or enhancement of any of the Products or CryoScience Business Proprietary Rights, whether as employee, consultant or as independent contractor, nor any other past or present employee of the CryoScience Business, holds any proprietary or other ownership rights with respect to any Products or CryoScience Business Proprietary Rights. Each employee, agent, consultant or contractor who has contributed to or participated in the creation or development of any Products or any CryoScience Business Proprietary Rights for or on behalf of the Seller or any Affiliate or any predecessor in interest thereto either: (i) is a party to a "work-for-hire" agreement under which a Seller is deemed to be the original owner/author of all proprietary rights therein; or (ii) has executed an enforceable assignment in favor of Seller (or such predecessor in interest, as applicable) of all right, title and interest in all of the same.

Section 2.12 Litigation; Proceedings. Except as set forth on the "Litigation Schedule" attached hereto as Schedule 2.12, there are no actions, suits, proceedings, judgments, awards, decrees, injunctions, or orders pending or, to the Knowledge of the Seller, threatened against Seller exclusively or primarily with respect to the CryoScience Business or against or affecting any of the

Transferred Assets before or by any Governmental Authority that has had or would have a Material Adverse Effect.

Section 2.13 Licenses, Permits, and Approvals. Except as set forth on the "Permits Schedule" attached hereto as Schedule 2.13, (a) the Seller possesses all material Permits required for the operation of the CryoScience Business and all such material Permits are in full force and effect; (b) Seller is operating in compliance in all material respects with all Permits required for the operation of the CryoScience Business; (c) no suspension, termination or cancellation of any Permit required for the operation of the CryoScience Business is pending or, to the Knowledge of the Seller, threatened and (d) the Seller is not in material default or material violation of any Permit required for the operation of the CryoScience Business.

Section 2.14 Insurance. The "Insurance Schedule" attached hereto as Schedule 2.14 sets forth a complete and accurate list of each insurance policy maintained by the Seller that provides coverage for the CryoScience Business or any of the Transferred Assets. All such insurance policies are in full force and effect, the Seller has paid all premiums on such policies as they have come due, and the Seller is not in default thereunder.

Section 2.15 Affiliated Transactions. Except as set forth on the "Affiliated Transactions Schedule" attached hereto as Schedule 2.15: (a) no Affiliate of Seller is a party to any Material Contract or owns or has any interest in any property used in the operation of the CryoScience Business or in any of the other Transferred Assets, (b) during the past three (3) years Seller has not, directly or indirectly, purchased, leased or otherwise acquired or used any property, assets or rights of or obtained any services from, or sold, leased or otherwise distributed, transferred or disposed of any assets, properties or rights (including without limitation any of the assets, properties or rights of the type described in the Transferred Assets) or furnished any services to, or otherwise engaged in transactions with, any Affiliate, and (c) none of the CryoScience Business or the operations of the Transferred Assets is or has been conducted through any direct or indirect Subsidiary or any direct or indirect shareholder, member or Affiliate of Seller.

Section 2.16 Compliance with Laws. At all times during the past two (2) years, Seller has complied, and as of the date hereof the Seller is complying, in all material respects with all Applicable Laws which apply to the CryoScience Business or the Transferred Assets, and Seller has not received written notice of any violation of any such Applicable Law, except in each case any such violations that have been corrected or that would not reasonably be expected to materially impair the conduct of the CryoScience Business as currently conducted or the value of the Transferred Assets.

Section 2.17 Environmental Matters. Except as disclosed on the "Environmental Matters Schedule" attached hereto as Schedule 2.17:

(a) the operation of the CryoScience Business and every other business of Seller at or from all real property owned, leased, or operated by Seller primarily with respect to the CryoScience Business or at the Owned Real Property complies in all material respects and has complied in all material respects with all applicable Environmental Laws;

(b) with respect to the operation of the CryoScience Business and the Owned Real Property, to the Seller's Knowledge, neither Seller nor any predecessor thereto or other Person

has Released any Hazardous Materials in a manner that has given rise or would give rise to any Liabilities under applicable Environmental Laws;

(c) the Seller possesses all material Permits and approvals required under applicable Environmental Laws with respect to the CryoScience Business and the Owned Real Property;

(d) Seller has not, with respect to the CryoScience Business or the Transferred Assets, received any notice, report, or other information regarding any violation of, or any Liability (contingent or otherwise) or investigatory, corrective, or remedial obligation under any Environmental Law; and

(e) the Seller has made available to the Buyer true and complete copies of the material assessments, material reports, and all other material environmental documents in the Seller's possession relating to the environmental condition of the CryoScience Business or the Owned Real Property.

Section 2.18 Brokers' Fees. Except as set forth on the "Seller Brokers' Fees Schedule" attached hereto as Schedule 2.18, Seller does not have any Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

Section 2.19 Employee Benefit Plans and Employee Matters.

(a) The "Employee Schedule" attached hereto as Schedule 2.19(a) sets forth a complete and accurate list of each current employee of the Seller or any Affiliate thereof that renders any services to the CryoScience Business, including in each case such employee's name, title, employer and current annual compensation rate (including bonus and commissions), and a notation as to whether such Person renders services exclusively for the CryoScience Business or any other business division of the Seller or any Affiliate thereof.

(b) The "Benefit Plan Schedule" attached hereto as Schedule 2.19(b) sets forth a complete and accurate list of (i) all Employee Plans, and (ii) all employment, termination, severance or other contracts, agreements or arrangements, pursuant to which Seller has any obligation with respect to any current or former employee, officer or director of the CryoScience Business (collectively, the "Employee Plans"), complete and correct copies of which have been made available to the Buyer. Except for the Labor Agreement between Seller and Local 441 Sheet Metal Workers International Association, effective as of November 18, 2012, or as set forth on Schedule 2.19(b), Seller is not a party to any collective bargaining agreement with respect to employees, and no collective bargaining agreement is currently being negotiated by Seller, nor is Seller under or subject to any duty to recognize and/or bargain with any labor organization. Each of the Employee Plans comply and have complied with the all Applicable Laws and Tax requirements. There are no actions, suits or claims (other than routine claims for benefits) pending or, to the Seller's Knowledge, threatened against or with respect to any of the Employee Plans or the assets of any of them. Except as set forth on Schedule 2.19(b), all contributions required, by Applicable Law or by Contract, to be made to any Employee Plan have been made, and all amounts required to be contributed by the Seller or which may accrue in respect of any period prior to Closing under any Employee Plan will have been made by the Seller on or prior to the Closing Date.

(c) Each Employee Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has been determined by the IRS to be qualified, and no event has occurred since the date of any such determination that could reasonably be expected to give the IRS grounds to revoke such determination or to conclude that the Employee Plan is not qualified under Section 401(a) of the Code. No liability under Title IV of ERISA has been incurred and no condition exists that presents a risk of Seller or any Affiliate thereof incurring any liability under Title IV of ERISA.

(d) To the Knowledge of Seller, no officer, director, agent, employee, consultant, or contractor of the CryoScience Business is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant, or contractor (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the CryoScience Business of Seller or (ii) to assign to Seller or to any other Person any rights to any invention, improvement, or discovery. To the Knowledge of the Seller, no former or current employee of the CryoScience Business is a party to, or is otherwise bound by, any Contract that in any way adversely affected, affects, or will affect the ability of the Seller or the Buyer to conduct the CryoScience Business as heretofore carried on by Seller.

(e) Other than the obligations set forth in the Seller's collective bargaining agreement, a true and complete copy of which has been made available to the Buyer, the Seller does not have any contractual obligation to pay any employees, contractors or other service providers of the CryoScience Business any severance or similar benefits in connection with their termination of employment or service.

(f) Seller has complied in all material respects with all Applicable Laws with respect to the employment of labor, including, but not limited to, those relating to employment practices, terms and conditions of employment, hiring, wages and hours, discrimination in employment, collective bargaining and the operation of the CryoScience Business and the payment and withholding of any and all Taxes, and there is no grievance, arbitration, sexual harassment or other employment-related complaint or proceeding pending, or, to the Knowledge of the Seller, threatened against Seller or the CryoScience Business or any officer, director or employee thereof.

(g) There are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to the Knowledge of Seller, threatened against or involving Seller or the CryoScience Business or (ii) union organization campaigns or disputes concerning representation with respect to employees pending or, to the Knowledge of Seller, threatened. Seller has not experienced any labor dispute or work-related stoppage at any time in the last five (5) years.

Section 2.20 Customers and Vendors.

(a) The "Customer Schedule" attached hereto as Schedule 2.20(a) sets forth a complete and correct list of the twenty (20) largest customers of the CryoScience Business, based on aggregate revenue attributable to each such Person, during each of the following periods: (i) the fiscal year ended December 31, 2014 and (ii) the eight (8) months ended August 31, 2015 (the "Year-to-Date"), together with the aggregate amount of revenues attributable to such customer for each such period. With respect to the customers listed on Schedule 2.20(a) for the Year-to-Date, to the Knowledge of the Seller, no such customer intends to terminate or materially reduce its purchases from Seller or the CryoScience Business, or materially alter the terms of such purchases, whether by reason of the consummation of the transactions contemplated by this Agreement or otherwise.

(b) The "Vendor Schedule" attached hereto as Schedule 2.20(b) sets forth a complete and correct list of the twenty (20) largest vendors to the CryoScience Business, based upon aggregate payments to such Persons, during each of the following periods: (i) the fiscal year ended December 31, 2014, and (ii) the Year-to-Date, and setting forth the aggregate amount of payments made to each such Person for each such period. With respect to the vendors listed on Schedule 2.20(b) for the Year-to-Date, to the Knowledge of the Seller, no such vendor intends to discontinue or substantially reduce its relationship as a vendor to the CryoScience Business, or materially alter the terms of such relationship, whether by reason of the consummation of the transactions contemplated by this Agreement or otherwise.

Section 2.21 Accounts Receivable and Accounts Payable.

(a) The "Accounts Receivable Schedule" attached hereto as Schedule 2.21(a) sets forth a complete and correct list of all accounts receivable of the CryoScience Business as of the date of the Recent Balance Sheet, including the name of each account, the relationship (if any) to the Seller, and the aging thereof. Except as set forth on Schedule 2.21(a), all accounts receivable of the CryoScience Business have arisen in the Ordinary Course of Business, are valid and not subject to material set-off or counterclaim, and are collectible, subject to customary allowances for doubtful accounts recorded in the financial records of the Seller in the Ordinary Course of Business.

(b) The "Accounts Payable Schedule" attached hereto as Schedule 2.21(b) sets forth a complete and correct list of all accounts payable and other accrued expenses of the CryoScience Business as of the date of the Recent Balance Sheet, including the name of each payee, the relationship (if any) to the Seller, the date each such payment is due, and the nature of the transaction in which it was incurred, if other than a trade payable incurred in the Ordinary Course of Business. Except as set forth on Schedule 2.21(b), all accounts payable of the CryoScience Business have been incurred in the Ordinary Course of Business consistent with past practices.

Section 2.22 Books and Records. The books and records of the Seller relating to the CryoScience Business and the Transferred Assets are and have been prepared in the Ordinary Course of Business and appropriately and accurately reflect the operations and transactions thereof in all material respects.

Section 2.23 No Other Representations and Warranties. Except for the representations and warranties contained in this Article II (including the related portions of the Disclosure Schedule), neither the Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Seller or the CryoScience Business, including any representation or warranty as to the accuracy or completeness of any information regarding the Seller or the CryoScience Business furnished or made available to the Buyer and its representatives (including the Confidential Information Memorandum prepared by Stifel, Nicolaus & Company, Incorporated and any information, documents, or materials made available to the Buyer directly, in any electronic data room or other repository of information, management presentations, or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability, or success of Seller or the CryoScience Business, or any representation or warranty arising from statute or otherwise at law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby, the Buyer hereby, as of the date hereof and as of the Closing Date, makes the following representations and warranties:

Section 3.1 Organization. The Buyer is a corporation, duly incorporated, validly existing, and in good standing under the laws of the State of Ohio.

Section 3.2 Authorization. The Buyer has full corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by the Buyer of this Agreement and each Ancillary Agreement to which it is a party, the performance by the Buyer of its obligations hereunder and thereunder, and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Buyer. This Agreement and each Ancillary Agreement to which the Buyer is a party have been duly executed and delivered by the Buyer, and (assuming due authorization, execution, and delivery by the Seller and the other parties thereto), subject to requisite Bankruptcy Court approval, this Agreement and each such Ancillary Agreement constitute legal, valid, and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 3.3 Non-contravention. The execution and delivery of this Agreement and each Ancillary Agreement to which the Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) violate any Law to which the Buyer is subject or any provision of its Organizational Documents, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any Contract to which the Buyer is a party or by which it is bound or to which any of its assets is subject.

Section 3.4 Governmental Consents. Except as set forth on the "Buyer Governmental Consents Schedule" attached hereto as Schedule 3.4, the Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order to consummate the transactions contemplated by this Agreement or any Ancillary Agreement to which it is a party.

Section 3.5 Litigation. There are no actions, suits, proceedings, judgments, awards, decrees, injunctions, orders, or investigations pending or, to the Buyer's Knowledge, threatened against the Buyer, at law or in equity, or before or by any Governmental Authority, which would materially and adversely affect the Buyer's performance under this Agreement or the consummation of the transactions contemplated hereby.

Section 3.6 Brokers' Fees. Except as set forth on the "Buyer Brokers' Fees Schedule" attached hereto as Schedule 3.6, the Buyer has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

Section 3.7 Solvency; Availability of Funds.

(a) Immediately following the Closing, and after giving effect to all of the transactions contemplated by this Agreement, assuming all representations and warranties set forth in Article II are true and correct, and in the absence of actual, intentional (and not constructive or any other type of) fraud, the Buyer and the CryoScience Business being acquired by the Buyer hereunder will be Solvent. The Buyer is not making any transfer of property and is not incurring any Liability in connection with the transactions contemplated by this Agreement with the intent to hinder, delay, or defraud, either present or future creditors of the Buyer or the CryoScience Business.

(b) For purposes of this Agreement, "Solvent" when used with respect to the Buyer or the CryoScience Business being acquired by the Buyer hereunder means, as applicable, that immediately following the Closing Date, (i) the amount of the Present Fair Saleable Value of its assets will, as of such date, exceed all of its known Liabilities as of such date, (ii) such Person will not have, as of such date, an unreasonably small amount of capital for the CryoScience Business in which it is engaged or will be engaged, and (iii) such Person will be able to pay its Debts as they become absolute and mature, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its Debts.

(c) For purposes of the definition of "Solvent": (i) "Debt" means Liability on a Payment Right and "Payment Right" means (A) any right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (B) the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; and (ii) "Present Fair Saleable Value" means, with respect to the Buyer or the CryoScience Business being acquired by the Buyer hereunder, the amount that would be realized if its aggregate assets (including its goodwill) are sold as an entirety with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises.

(d) Buyer will have at the Closing sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, and all other costs, fees and expenses required to be paid by Buyer under this Agreement and the Ancillary Agreements.

Section 3.8 Independent Investigation. The Buyer has conducted its own independent investigation, review, and analysis of the results of operations, prospects, condition (financial or otherwise), and assets and liabilities of the CryoScience Business, and acknowledges that it has been provided reasonable access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller and the CryoScience Business for such purpose. The Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Buyer has relied solely upon its own investigation and the express representations and warranties of the Seller set forth in Article II (including the related portions of the Disclosure Schedule); and (b) neither the Seller nor any other Person has made any representation or warranty as to the Seller, the CryoScience Business, or this Agreement, except as expressly set forth in Article II (including the related portions of the Disclosure Schedule), and ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, BUT NOT LIMITED TO, ANY RELATING TO THE FUTURE FINANCIAL CONDITION, RESULTS OR

PROJECTIONS OF OPERATIONS, ASSETS, OR LIABILITIES OF THE CRYOSCIENCE BUSINESS) ARE EXPRESSLY DISCLAIMED.

ARTICLE IV
ACTIONS PRIOR TO THE CLOSING DATE

Section 4.1 Access to Information. Except to the extent prohibited by Applicable Law, Seller shall, from and after the date of this Agreement and until the Closing Date (the "Interim Period"), (i) give any member of the Buyer Group full and complete access, upon reasonable notice during normal business hours, to all of the Transferred Assets and the officers, directors, managers, employees, offices, properties, agreements, records, contracts, documents, business and affairs of Seller and the CryoScience Business and (ii) provide copies of such information concerning Seller, the CryoScience Business and the Transferred Assets as Buyer may reasonably request. Immediately following the Closing, Seller shall provide Buyer full and unconditional access to the Transferred Assets in order to take possession of the Transferred Assets.

Section 4.2 Conduct of Business Prior to Closing. During the Interim Period, except as expressly provided in this Agreement or as required by, arising out of, relating to or resulting from the Chapter 11 Cases or as otherwise approved by the Bankruptcy Court, Seller shall conduct the CryoScience Business and operations thereof solely in the Ordinary Course of Business. Without limiting the foregoing, during the Interim Period, except as expressly provided in this Agreement or as required by, arising out of, relating to or resulting from the Chapter 11 Cases or as otherwise approved by the Bankruptcy Court, without the prior written consent of the Buyer, the Seller shall not, and shall not permit the CryoScience Business to:

(a) transfer, assign, sell, dispose of, mortgage, pledge, encumber or grant or create any Lien upon any of the Transferred Assets (other than Permitted Liens or those incurred under the Credit Agreements), other than the sale of CryoScience Inventory to customers of the CryoScience Business in the Ordinary Course of Business;

(b) take or fail to take any action which results in the termination of, or any breach or default under (but only to the extent such breach or default creates a Cure Amount that is not satisfied prior to Closing), any Assumed Contract;

(c) amend, terminate, accelerate or modify the terms of any Assumed Contract other than immaterial amendments that are unrelated to pricing or cost and that are made in the Ordinary Course of Business;

(d) fail to maintain any of the Transferred Assets in good repair and condition, reasonable and ordinary wear and tear excepted;

(e) terminate any employee other than for cause; provided, however, that if Seller desires to terminate an employee for cause at the level of a manager or above, then the Seller shall first obtain the written approval of Buyer before terminating such employee;

(f) increase in any manner the compensation of, or enter into any new bonus or incentive agreement or arrangement with, any employee;

(g) except as otherwise permitted under Section 4.8 hereof, cancel or compromise any material claim or waive or release any material right, in each case, that is a claim or right related to a Transferred Asset;

(h) perform, take any action, or incur or permit to exist any act(s), transaction(s), event(s) or occurrence(s) referred to in any clause of Section 2.6 hereof that would have been inconsistent with any of the representations or warranties set forth in Section 2.6 if the same had been performed, taken, incurred or existed prior to the date hereof; or

(i) enter into any agreement or commitment to take any of the actions prohibited by this Section 4.2.

Section 4.3 Consents and Approvals. Seller shall use its commercially reasonable efforts to obtain, and Buyer shall reasonably cooperate with Seller in its efforts to obtain, all consents, approvals, waivers and authorizations from Governmental Authorities, lenders, or other Persons, and to provide all required notices to any such Persons, in each case to such consent, approval, waiver, authorization or notice is reasonably necessary, proper or advisable in order to consummate the transactions contemplated hereby, to avoid a breach or default under any Assumed Contract, or for the operation of the CryoScience Business or Transferred Assets by Buyer from and after Closing, provided, however, that Seller shall not be required to incur any Liabilities or provide any financial accommodation in order to obtain any such consents or affect such assignment, provided, further, that nothing in this Section 4.3 shall prohibit Seller from ceasing operations or winding up its affairs after the Closing (but subject to Section 5.1 hereof), and the Buyer shall reimburse the Seller for any reasonable and documented out-of-pocket expenditures or obligation incurred by the Seller after the Closing related to assistance provided to the Buyer pursuant to this Section 4.3.

Section 4.4 Bankruptcy Court Filings and Procedures.

(a) Seller shall use commercially reasonable efforts to pursue the entry of the Sale Order, which shall be sought pursuant to the Sale Motion, and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the transactions contemplated hereby. Seller shall use commercially reasonable efforts to comply (or obtain an order or orders from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules in connection with obtaining entry of the Sale Order. Seller shall consult with Buyer and its Representatives concerning the Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated hereby, and all Proceedings in connection therewith, and provide Buyer with copies of all applications, pleadings, notices, proposed orders and other documents relating to Proceedings relating to the transactions contemplated hereby, as soon as reasonably practicable, and consider and incorporate any reasonable comments of the Buyer in connection with any such applications, pleadings, notices, proposed orders and other documents.

(b) [RESERVED]

(c) Buyer agrees that it will take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including providing necessary assurances of performance by Buyer under this Agreement and the Assumed Contracts and demonstrating that Buyer is a "good faith" purchaser

under Section 363(m) of the Bankruptcy Code; provided that in no event shall Buyer be required to agree to any amendment of this Agreement.

(d) The Seller shall give all notices required by Applicable Law to all Persons entitled thereto, of all motions (including the motions seeking entry of the Bidding Procedures Order and the Sale Order), orders, hearings, and other Proceedings relating to this Agreement and the transactions contemplated hereby, and such additional notices as may be ordered by the Bankruptcy Court or as the Buyer may reasonably request. Seller shall promptly provide the Buyer with copies of all communications from the Bankruptcy Court or third parties relating to any motions seeking entry of the Sale Order.

(e) The Sale Order will provide, among other things, that pursuant to Sections 105, 363 and 365 of the Bankruptcy Code:

(i) the Transferred Assets shall be sold and transferred to the Buyer, free and clear of all Liens (except for Permitted Liens), and the Assumed Liabilities shall be assumed by Buyer, in each case, pursuant to this Agreement;

(ii) Seller shall assign to Buyer, and Buyer shall assume, all of the Assumed Contracts as of the Closing Date;

(iii) on or before the Closing Date and in accordance with Section 4.6, all Cure Amounts shall be paid to the appropriate parties as ordered by the Bankruptcy Court so as to permit the assumption and assignment of each applicable Assumed Contract;

(iv) Buyer shall be found to have demonstrated and established any adequate assurance of future performance before the Bankruptcy Court with respect to the Assumed Contracts;

(v) Buyer shall be found to be a "good faith" purchaser within the meaning of Section 363(m) of the Bankruptcy Code;

(vi) Buyer shall have no liability or responsibility for any Liability or other obligation of Seller arising under or related to the Transferred Assets other than as expressly set forth in this Agreement, including 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, and, for the avoidance of doubt, the Buyer shall have no successor liability under any collective bargaining agreement, contract with any union or under any pension plan or other Employee Plan under which Seller or any Affiliate thereof is or was an obligor or a party; and

(vii) Buyer shall have no Liability for any Excluded Liability.

(f) In the event an appeal is taken or a stay pending appeal is requested, from the Bidding Procedures Order or the Sale Order, the Seller shall immediately notify the Buyer thereof and shall provide the Buyer with a copy of the related notice of appeal or order of stay. The Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal or stay request at their own cost and expense and obtain an expedited resolution thereof.

(g) Seller agrees that, after the entry of the Sale Order, the terms of any reorganization or liquidation plan it submits to the Bankruptcy Court, or any other Governmental Authority for confirmation or sanction, shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated hereby.

Section 4.5 Auction; Bidding Procedures Order. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller and the Bankruptcy Court of competing bids during the Auction in accordance with, and to the extent permitted or required by, the Bidding Procedures Order.

Section 4.6 Assumed Contract Cure Amounts. As promptly as practicable following the date hereof, Buyer and Seller shall use commercially reasonable efforts to cooperate and determine all monetary liabilities, including pre-petition monetary liabilities, of Seller that must be paid or otherwise satisfied to cure all of Seller's monetary defaults under the Assumed Contracts, and any other amounts that must be paid pursuant to Section 365 of the Bankruptcy Code, at the time of the assumption thereof and assignment to Buyer as provided hereunder (as ultimately determined by the Bankruptcy Court, the "Cure Amounts"). In connection with the assignment and assumption of the Assumed Contracts, Seller shall cure any defaults under the Assumed Contracts by payment of any Cure Amounts as ordered by the Bankruptcy Court; provided, however, that if Seller fails to pay any Cure Amount, such Cure Amount shall reduce the Purchase Price in accordance with Section 1.6(b) and Buyer shall promptly use the amounts derived from the reduction in the Purchase Price to pay such Cure Amounts.

Section 4.7 Notification of Certain Matters; Updates to Assumed Contracts.

(a) During the Interim Period, the Seller shall promptly give written notice to Buyer of the occurrence or nonoccurrence of any event or circumstance that has resulted in, or would be reasonably likely to cause, any of the conditions in Section 6.1 not to be satisfied or that otherwise has had or would be reasonably likely to have a Material Adverse Effect. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 4.7 shall not (x) be deemed to amend or supplement any of the Disclosure Schedules contemplated hereby, or (y) be deemed to cure any breach of any representation, warranty, covenant or agreement or to satisfy any condition.

(b) From the date hereof through ten (10) days prior to the Sale Hearing: (i) the Seller shall promptly (and in no event later than ten (10) days prior to the Sale Hearing, except with respect to Contracts entered into after such date) provide written notice to Buyer of any new Contract to which Seller becomes a party which (A) was not set forth on Schedule 1.1(b) as of the date hereof and (B) exclusively or primarily relates to the CryoScience Business or any Transferred Asset or is otherwise material to the operation of the CryoScience Business following the Closing in substantially the same manner as conducted as of the date hereof, and Buyer shall thereafter have the option, in its sole discretion, of supplementing Schedule 1.1(b) to include such Contract; and (ii) Buyer may, in its sole discretion, amend Schedule 1.1(b) by moving any Contract from Schedule 1.1(b) to Schedule 1.2(a) or vice versa by providing Seller with written notice thereof, provided, however, that Buyer shall have no right to add to Schedule 1.1(b) any Contract rejected, in accordance with Section 365 of the Bankruptcy Code, by the Seller prior to the Seller receiving written notice from the Buyer to include such Contract on Schedule 1.1(b).

Section 4.8 Casualty and Condemnation. Until the Closing, all Transferred Assets shall remain at the sole risk of the Seller. If any of the Transferred Assets are materially damaged or destroyed by any event or casualty prior to Closing, Seller shall provide the Buyer with written notice thereof and shall either (i) repair or replace such Transferred Assets to substantially the same condition as such Transferred Assets existed before such event or casualty or (ii) transfer and assign, at Closing, all insurance or condemnation proceeds received in respect of such Transferred Assets (together with an assignment of the right to receive any proceeds not yet paid) to Buyer.

Section 4.9 Foreign Subsidiary Receivables and Inventory.

(a) Prior to the Closing, Seller shall cause all then outstanding accounts receivable, notes receivable and miscellaneous receivables that are exclusively or primarily related to the CryoScience Business and which are or would otherwise be owed or payable to Taylor-Wharton Germany GmbH, Taylor-Wharton Slovakia s.r.o., Taylor-Wharton Pty Ltd. or any other direct or indirect foreign subsidiary of Seller to be transferred and assigned to Seller prior to Closing such that, as of Closing, Buyer shall acquire from Seller all right, title and interest in and to all such receivables. Seller shall furnish Buyer with reasonable written evidence of such transfer and assignment prior to Closing. Following the Closing, to the extent any direct or indirect foreign subsidiary of Seller receives or collects any amounts in respect of any such receivables, or any other amounts that constitute Transferred Assets hereunder, the Seller shall cause such amounts to promptly be remitted to the Buyer in accordance with Section 5.6, and Seller shall instruct all account counterparties to remit future payments in respect thereof to Buyer.

(b) Prior to the Closing, Seller shall cause all inventory owned by Affiliates of Seller, including Taylor-Wharton Germany GmbH, Taylor-Wharton Slovakia s.r.o., Taylor-Wharton Pty Ltd., and that is exclusively or primarily related to the CryoScience Business to be transferred and assigned to Seller prior to Closing such that, as of Closing, Buyer shall acquire from Seller all right, title and interest in and to all such inventory; provided, however, that Buyer may in its sole and absolute discretion elect prior to Closing that one or more Affiliate(s) of Buyer shall purchase such inventory instead of Seller, in which case the Purchase Price allocable to such inventory shall instead be paid by such Affiliate(s) of Buyer (and the Purchase Price payable by Buyer at Closing shall be reduced accordingly). Seller shall furnish Buyer with reasonable written evidence of such transfer and assignment prior to Closing. Following the Closing, Seller shall cause its applicable Affiliates to hold such inventory to the order of the Buyer and to cooperate with the Buyer in shipping such inventory, at Buyer's cost, to such location(s) as Buyer shall, at the expiration of the transition services set forth in Section 5.8, direct.

ARTICLE V
CERTAIN ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.1 Post-Closing Access to Books and Records. For a period of twelve (12) months after the Closing Date, or for such period as may be required by Applicable Law, whichever is longer, each Party shall afford to the other Party and their respective Representatives such access to books, records and information in respect of the CryoScience Business which, after the Closing, are in the custody or control of such Party and which such other Party reasonably requires for any

reasonable business purpose not inconsistent with this Agreement, including in order to comply with its obligations under Applicable Law or in relation to any Tax, accounting or litigation matters, or which the Buyer reasonably requires to comply with its obligations in respect of any Assumed Liabilities or Assumed Contracts, provided, however, that nothing in this Section 5.1 (other than the last sentence hereof) shall prohibit Seller from ceasing operations or winding up its affairs after Closing; provided, further that Seller shall provide Buyer with written notice as far in advance as is reasonably practical prior to ceasing its operations or winding up its affairs and shall deliver to Buyer (or, at Buyer's election and to the extent permitted by Applicable Law, permit Buyer to remove and retain), at Buyer's sole cost and expense, any such books, records or information referred to in this Section 5.1. Notwithstanding the foregoing, after the Closing, Seller shall retain personnel and maintain operations necessary to perform all of its obligations under the Transition Services Agreement or shall have arranged for a creditworthy successor or assignee reasonably acceptable to Buyer to have assumed and agreed to perform such obligations.

Section 5.2 Employees.

(a) Offers of Employment. Buyer and Seller hereby acknowledge that Buyer shall have no obligation to hire or employ or extend any offer to any employee of Seller or any Affiliate thereof, and Seller hereby agrees that, prior to Closing, Seller shall layoff and terminate the employment of (i) all employees of Seller and its Affiliates who primarily or exclusively render services to the CryoScience Business and (ii) all other employees of Seller in respect of whom Buyer has informed Seller that it wishes to extend an offer of employment to. Notwithstanding the foregoing, however, subsequent to the date hereof, Buyer shall be free to discuss and negotiate with, hire or employ any of such employees as it desires and on such terms as it may reach with such employees in Buyer's sole discretion. From and after the date of this Agreement, Seller shall fully cooperate with Buyer and provide any assistance reasonably requested by Buyer in connection with Buyer's employment or attempts to employ any employees or otherwise in connection with the employment matters contemplated by this Agreement, including providing Buyer with reasonable access to its current employees (including for purposes of conducting interviews) and those employment records requested by Buyer which Seller may lawfully provide to Buyer. Subject to Applicable Law and this Agreement, Buyer shall have a right to dismiss any employee at any time, with or without cause, and to change the terms of employment of any employee. Nothing in this Section 5.2 is intended to, and this Section 5.2 does not, confer any rights or remedies upon any Person other than Buyer and Seller.

(b) No Severance Obligations. Notwithstanding anything in this Agreement to the contrary, no member of the Buyer Group shall be obligated to provide any severance, separation pay, or other payments or benefits to any employee of Seller or any Affiliate thereof on account of any termination of such employee's employment on or before the Closing Date, and such payments and benefits (if any) shall remain obligations of the Seller.

(c) Collective Bargaining Matters. Buyer hereby acknowledges that the Seller has delivered to the Buyer a copy of the Labor Agreement between US Seller and Local #441, Sheet Metal Workers International Association, effective as of November 18, 2012, which Seller hereby represents and warrants is a true and complete copy of such Labor Agreement, and Seller has requested that Buyer assume the same. Buyer shall not, and has advised Seller that it shall not, assume any collective bargaining agreements or similar labor Contracts, or any Liability or obligation in respect thereof or related thereto, under or by reason of this Agreement or the transactions contemplated hereby. Buyer will set its own initial terms and conditions of employment

for the employees and others it may hire in its sole discretion, including work rules, benefits and salary and wage structure, all as permitted by Applicable Law.

(d) WARN Act. The Seller shall remain solely responsible for any and all Liabilities and obligations that could arise under the WARN Act as a result of or relating to this Agreement or the transactions contemplated hereby, or in connection with any employment losses occurring on or prior to the Closing Date, and the Seller shall take all actions that are necessary or proper to comply with the WARN Act.

(e) Payment of Certain Excluded Employee Liabilities. As of the Closing, Seller shall have obtained all necessary consents and approvals to satisfy all of Seller's obligations, in respect of accrued and unpaid employee salaries, commissions, bonus and other compensation incurred in the ordinary course of business through the Closing Date, and Seller agrees that it shall timely satisfy such obligations when due.

Section 5.3 Certain Restrictive Covenants.

(a) Seller acknowledges and agrees that, for a period of three (3) years from and after the Closing Date, Seller shall not, and shall cause its direct and indirect Subsidiaries (so long as they are directly or indirectly owned and controlled by Seller) not to, directly or indirectly, whether as an agent, equityholder (except as the holder directly or indirectly of not more than one percent (1%) of the equity securities of a publicly held enterprise as long as the Seller and such Subsidiaries do not render advice or assistance to such enterprise), member, lender, advisor, employer, employee, consultant, representative, trustee, partner, proprietor or otherwise:

(i) acquire an ownership interest in, work for, lend money to, render advice or assistance to, consult with or otherwise engage in or enter into, directly or indirectly, any aspects of the business of any Person which is competitive or planning to be competitive with, or is substantially similar to, any aspect of the CryoScience Business, or which makes, provides, sells, licenses or offers or is in the process of developing, or is or shall at any time in question be planning to make, provide, sell, license or offer, any product, system or service similar to or competitive with, or which is a substitute for, or which includes features substantially similar to, any product, system or service, or of a type, which as of the date hereof is, or which within the past one (1) year has been, sold, licensed or offered by the CryoScience Business;

(ii) contact, solicit or entice, or attempt to contact, solicit or entice, any customer, licensee, distributor, supplier or prospective customer, licensee, distributor or supplier of the CryoScience Business so as to cause, or attempt to cause, any such Person not to do business, or to reduce or change the level or nature of business such Person does, with the CryoScience Business or any Affiliate thereof or to purchase, obtain or license any product or service of a type or competitive with any type sold, provided or licensed by the CryoScience Business; or

(iii) hire or retain, or induce, attempt to induce, or cause any Person who is or at any time during the then preceding twelve (12) months was an employee of the CryoScience Business to leave the employ of Buyer or any Affiliate thereof, or any successor or assign of any of them, and/or to accept employment or a consulting arrangement elsewhere.

(b) From and after the Closing, Seller shall not, and shall cause its direct and indirect Subsidiaries (so long as they are owned and controlled by such Seller) and Representatives

not to, directly or indirectly, use for any purpose or disclose to any Person any confidential or proprietary information concerning the Transferred Assets, the CryoScience Business, or any suppliers, vendors, customers or other business relations thereof, including information, whether written or otherwise, regarding any Products, litigation, customers, customer lists, vendors, vendor lists, costs, prices, earnings, systems, operating procedures, prospective and executed contracts and other business arrangements, except in each case to the extent disclosure thereof is required by Applicable Law.

(c) As a condition to any transaction (or series of transactions), including through an asset sale, equity sale, merger, combination, reorganization, amalgamation, or other similar transaction, including a plan of reorganization approved by the Bankruptcy Court, involving the direct or indirect sale, transfer or other disposition of all or a material portion of the Excluded Assets (a "Sale of the Remaining Business"), the Seller shall use its reasonable good faith efforts to cause any acquiror or successor as a result of or in connection with such Sale of the Remaining Business to expressly assume, accept and perform the Seller's obligations under this Section 5.3, in the same manner and to the same extent that the Seller would have been required to perform if no such Sale of the Remaining Business had occurred; provided that, for the avoidance of doubt, in no event shall the Seller be required to require any acquiror or successor, a majority of whose business was a direct competitor of the Seller in the CryoScience Business as of date of this Agreement, to assume the Seller's obligations under this Section 5.3(c) as part of a Sale of the Remaining Business.

(d) Each of the Parties acknowledges that this Section 5.3 constitutes an independent covenant and shall not be affected by performance or nonperformance of any other provision of this Agreement. In addition to all other legal remedies available to Buyer for the enforcement of the covenants set forth in this Section, Seller acknowledges and agrees that Buyer shall be entitled to temporary and permanent injunctive relief by any court of competent jurisdiction, without the necessity of the proof of actual damages or the posting of any bond or other security whatsoever, to prevent or restrain any breach or threatened breach hereof. If all or any portion of this Section is held invalid, illegal or incapable of being enforced by any Applicable Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. If any part of this Section 5.3 is held to be excessively broad as to duration, scope, activity or subject, such part will be construed by limiting and reducing it so as to be enforceable to the maximum extent compatible with Applicable Law.

Section 5.4 No Successor. Nothing in this Agreement or any Ancillary Agreement shall create any implication, covenant, or commitment that Buyer is a successor or successor-in-interest to Seller or the CryoScience Business.

Section 5.5 Receivables and Other Similar Post-Closing Payments. Following the Closing, to the extent such amounts constitute Transferred Assets hereunder, Seller shall promptly remit to the Buyer all accounts receivable and other similar payments received by it relating to the post-Closing operation of the CryoScience Business and, until such payment is made, Seller shall hold such amounts in trust for the Buyer. Following the Closing, to the extent such amounts constitute Excluded Assets hereunder, the Buyer shall promptly remit for the account of Seller to the Agent all accounts receivable and other similar payments received by it relating to any such Excluded Asset and, until such payment is made, Buyer shall hold such amounts in trust for the Seller. Without limiting the foregoing, after the Closing, Seller will refer to Buyer all inquiries that it or any of its Affiliates receives in relation to the CryoScience Business and/or any of the Products.

Section 5.6 Certain Intellectual Property Matters.

(a) Effective as of the Closing, the Seller and Buyer shall enter into a co-existence and license agreement in the form attached hereto as Exhibit F with respect to their relative rights and obligations in respect of certain Proprietary Rights identified therein (the "Co-Existence and License Agreement").

(b) From and after the Closing, Seller shall cause the www.taylorwharton.com domain and URL to be modified in a manner reasonably acceptable to Buyer so as to solely act as a landing page that will distinguish between the CryoScience Business, on the one hand, and any remaining businesses or divisions of Seller and its Affiliates, on the other hand, and will direct website visitors to "click through" and be redirected to the Buyer's designated website(s) to access information with respect to the CryoScience Business and to Seller's designated website(s) to access information with respect to such other businesses or divisions.

(c) If and to the extent the Seller has not entered an agreement for the Sale of the Remaining Business prior to ninety (90) days after the Closing, then any time thereafter Seller or any Affiliate thereof proposes to sell, transfer or exclusively license, on a standalone or substantially standalone basis, any Proprietary Rights that constitute Excluded Assets hereunder and that include or incorporate the "Taylor-Wharton" name or logo, then, at such time, and prior to entering into discussions with any third party with respect to any such sale, transfer or exclusive license, Seller shall first present such opportunity to Buyer, by written notice describing in reasonable detail the Proprietary Rights at issue and the proposed sale or license price thereof, and, if Buyer expresses its potential interest in any such transaction, Seller and its Affiliates shall negotiate exclusively with Buyer for a period of at least thirty (30) days prior to offering or entering into discussions with any third party with respect to any sale, transfer or exclusive license of such Proprietary Rights.

(d) As a condition to any Sale of the Remaining Business, Seller shall use its reasonable good faith efforts to cause any acquiror or successor as a result of or in connection with such Sale of the Remaining Business to expressly assume, accept and perform the Seller's obligations under this Section 5.6 and under the Co-Existence and License Agreement, in the same manner and to the same extent that the Seller would have been required to perform if no such Sale of the Remaining Business had occurred; provided that, for the avoidance of doubt, in no event shall the Seller be required to require any acquiror or successor, a majority of whose business was a direct competitor of the Seller in the CryoScience Business as of date of this Agreement, to assume Seller's obligations under this Section 5.6(d) as part of a Sale of the Remaining Business.

Section 5.7 Transfer Taxes. Any and all sales and transfer Taxes, filing fees, documentary fees or other Taxes payable in connection with the purchase, sale or transfer of the Transferred Assets to, and the assumption of the Assumed Liabilities by, the Buyer pursuant to this Agreement shall be paid one-half by the Seller and one-half by the Buyer. The Buyer and the Seller shall use commercially reasonable efforts to minimize the amount of all the foregoing Taxes and shall cooperate in providing each other with any appropriate resale exemption certifications, Tax clearance certificates and other similar documentation. The Party that is required by Applicable Law to make the filings, reports, or returns and to handle any audits or controversies with respect to any of the foregoing Taxes shall do so in a timely manner, and the other Party shall cooperate (and make reimbursement) with respect thereto as necessary.

Section 5.8 Warehousing, Distribution and other Transition Services.

(a) For a period not to exceed three (3) months from and after the Closing, Buyer may, in its sole and absolute discretion, continue to store and distribute inventory of the CryoScience Business at and from the warehouse facility located in Australia and leased by Taylor-Wharton Pty. Ltd ("TW Australia"; and such lease, the "Australia Lease") provided that, in such event, Buyer shall reimburse TW Australia, on a monthly basis in advance, for its actual, reasonable and documented rental, overhead and related costs to provide such storage and distribution services, subject to a cap on such monthly reimbursement amount of US$45,000. For the avoidance of doubt, Buyer shall not assume the Australia Lease and such Australia Lease shall constitute an Excluded Contract hereunder.

(b) For a period not to twelve (12) months from and after the Closing, Buyer may, in its sole and absolute discretion, continue to store and distribute inventory of the CryoScience Business at and from the warehouse facility located in Husum, Germany and leased by Taylor-Wharton Germany GmbH ("TW Germany"; and such lease, the "Germany Lease") provided that, in such event, Buyer shall reimburse TW Germany, on a monthly basis in advance, for its actual, reasonable and documented rental, overhead and related costs to provide such storage and distribution services, subject to a cap on such monthly reimbursement amount of US$50,000 (not including commissions and travel expenses). For the avoidance of doubt, Buyer shall not assume the Germany Lease and such Germany Lease shall constitute an Excluded Contract hereunder. The parties acknowledge that the Germany Lease may be required to be renewed for a period of 12 months commencing on July 1, 2015, in which case the rental cost thereof for such period shall be paid by Buyer subject to the foregoing monthly reimbursement cap. The parties shall use their commercially reasonable efforts to negotiate a shortened term of the Germany Lease commensurate with Buyer's requirements and, if requested by Buyer, to seek an assignment of the Germany Lease from TW Germany to Buyer or its applicable Affiliate at or prior to the expiration of the transition services to be provided hereunder.

(c) Seller shall cause TW Australia and TW Germany, during the periods referenced in Sections 5.8(a) and (b) above, to perform storage, assembly and distribution services in a timely, professional and workmanlike manner, consistent with, and with the same quality of service, scope and use of personnel as, its practice with respect to inventory of the CryoScience Business prior to the date hereof, under the supervision of the Buyer. TW Australia and TW Germany shall act as independent contractors and not as agents of Buyer in performing such services. No employee of TW Australia or TW Germany shall be considered an employee of Buyer or any of its Affiliates. At the expiration of the transition services to be provided by Seller hereunder, if TW Germany incurs severance or other termination costs, in each case that are required to be paid by Applicable Laws, in respect of employees of TW Germany who provided such transition services and who do not otherwise receive an offer of employment from Buyer or an Affiliate of Buyer, Buyer shall reimburse Seller for such severance or other termination costs subject to an aggregate cap on such reimbursement amount of US$75,000.

(d) Seller shall, for a period of 90 days after Closing, provide Buyer with real-time access, telephonic, by e-mail and in person, during normal business hours to those personnel of Seller and its Subsidiaries who were prior to Closing maintaining the European customer and distributor relationships of the CryoScience Business, for purposes of providing Buyer with information regarding such relationships and in order to implement the transition of such relationship to Buyer and its Affiliates.

(e) Seller agrees to continue to provide on-site service and customer service support for products sold by the CryoScience Business in Europe for a period of 90 days after the Closing Date. Within that 90-day period, Seller agrees to take all reasonably necessary steps to provide training to designated personnel of Buyer regarding on-site service.

(f) If required by Buyer to maintain seamless sales to customers of the CryoScience Business in Europe and Australia, Seller shall cause its applicable Subsidiaries in Europe and Australia to enter into buy-sell arrangements with Buyer and Buyer's applicable Affiliates, for a period not to exceed twelve (12) months from and after the Closing, pursuant to which the applicable Subsidiary of Seller would purchase and take title to inventory of the CryoScience Business from Buyer or Buyer's applicable Affiliate and then sell such inventory to customers of the CryoScience Business in Europe or Australia, as applicable. The scope and substance of any such buy-sell distribution arrangements, including the economic terms thereof, would be substantially the same as the scope and substance of comparable services provided to the Seller by its Subsidiaries, including without limitation Taylor-Wharton Slovakia s.r.o and TW Australia, in the twelve (12) months prior to the Closing Date.

(g) Seller agrees to provide, and to cause its Subsidiaries to provide, after the Closing such assistance as Buyer may reasonably request for purposes of enabling Buyer and its applicable Affiliates to obtain any import and other licenses required for the importation and sale, in and into the European Union or elsewhere, of regulated products, including those classified as medical devices pursuant to the EU Medical Devices Directive. Such assistance by Seller shall include the timely renewal of TW Germany's Class IIa certification under the EU Medical Devices Directive, the out-of-pocket cost of which shall be reimbursed by Buyer to Seller, subject to a cap on such reimbursement amount of US$25,000.

(h) Seller agrees to cause any Person that acquires TW Germany, Taylor-Wharton Slovakia s.r.o (if applicable), TW Australia or other applicable Subsidiary from Seller or any Affiliate of Seller, prior to the consummation of any such acquisition, to agree to be bound by, and to cause TW Germany, Taylor-Wharton Slovakia s.r.o, TW Australia or other Subsidiary, as applicable, to continue to fulfil, the obligations and provide the services set forth in this Section 5.8. Seller shall, for so long as the services set forth in this Section 5.8 are required to be provided in accordance with their terms, provide such support to TW Germany, Taylor-Wharton Slovakia s.r.o, TW Australia and other applicable Subsidiary of Seller as is required for such entities to be able to fulfil such services and shall, further, to the extent legally permissible, cause such entities not to take any voluntary corporate action for the purpose of effecting any liquidation, reorganization, dissolution or winding-up.

ARTICLE VI
CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 6.1 Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated hereby are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller set forth in Article II of this Agreement shall have been true and correct (without giving effect to materiality, Material Adverse Effect or similar qualifications) as of the date of this

Agreement and as of the Closing Date as though made at and as of the Closing (except to the extent that such representations and warranties are stated to be made as of a date other than the date they were made, in which case they shall have been true and correct as of such other date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect

(b) Compliance with Agreement. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by such Seller on or prior to the Closing Date.

(c) No Material Adverse Effect. Since the date hereof, there shall have been no Material Adverse Effect with respect to the Transferred Assets taken as a whole or the CryoScience Business.

(d) Consents and Approvals. Seller shall have obtained all consents, approvals, waivers and authorizations from Governmental Authorities, lenders and other Persons set forth on Schedule 6.1(d) whose consent, approval, waiver or authorization is reasonably necessary or advisable in order to consummate the transactions contemplated hereby.

(e) No Orders or Injunctions. There shall not be in effect any order, judgment or decree by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

(f) Closing Documentation. Seller shall have executed and delivered or caused to be executed and delivered to Buyer at the Closing the following:

(i) the Transition Services Agreement, duly executed by Seller;

(ii) the Co-Existence and License Agreement, duly executed by Seller;

(iii) the Bill of Sale and Assignment and Assumption Agreements, duly executed by Seller;

(iv) the Indemnity Escrow Agreement, duly executed by Seller, Agent and the Indemnity Escrow Agent;

(v) a certificate of the secretary of Seller, dated as of the Closing Date, certifying that attached thereto are true and complete copies of (A) the resolutions of Seller that authorize the execution and delivery by Seller of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby; (B) the organizational documents of Seller as in effect as of the date of such certification; and (B) a good standing certificate of Seller from the Secretary of State or equivalent Governmental Authority in its jurisdiction of incorporation or formation dated no fewer than five (5) days before Closing;

(vi) a certificate of the president, chief executive officer, or chief restructuring officer of Seller, dated as of the Closing Date, certifying that the conditions set forth in Sections 6.1(a), 6.1(b) and 6.1(c) have been satisfied; and

(vii) such other documents, instruments or agreements as may reasonably be requested by Buyer to effect the transactions contemplated by this Agreement or the Ancillary Agreements.

(g) Sale Order. The Bankruptcy Court shall have entered the Sale Order on the docket by the Clerk of the Bankruptcy Court, and such Sale Order (i) shall be in full force and effect, (ii) shall not be the subject of any stay, and (iii) if an appeal has been filed that challenges the Buyer's good faith under Section 363(m) of the Bankruptcy Code and/or asserts that the transactions contemplated by this Agreement are avoidable pursuant to, or otherwise violate, Section 363(n) of the Bankruptcy Code, shall have become a Final Order.

Section 6.2 Conditions to the Obligations of Seller. The obligations of the Seller to consummate the transactions contemplated hereby are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer set forth in Article III of this Agreement shall have been true and correct (without giving effect to materiality, Material Adverse Effect or similar qualifications) as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing (except to the extent that such representations and warranties are stated to be made as of a date other than the date they were made, in which case they shall have been true and correct as of such other date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Compliance with Agreement. Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Consents and Approvals. Buyer shall have obtained, prior to the Closing, all consents, approvals, waivers and authorizations from Governmental Authorities, lenders and other Persons set forth on Schedule 6.1(d) whose consent, approval, waiver or authorization is reasonably necessary or advisable in order to consummate the transactions contemplated hereby.

(d) No Orders or Injunctions. There shall not be in effect any order, judgment or decree by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

(e) Closing Documentation. Buyer shall have executed and delivered or caused to be executed and delivered to Seller at the Closing the following:

(i) the Closing Payment;

(ii) the Transition Services Agreement, duly executed by Buyer;

(iii) the Co-Existence and License Agreement, duly executed by Buyer;

(iv) the Bill of Sale and Assignment and Assumption Agreements, duly executed by Buyer;

(v) the Indemnity Escrow Agreement, duly executed by Buyer; and

(vi) such other documents, instruments or agreements as may reasonably be requested by Seller to effect the transactions contemplated by this Agreement or the Ancillary Agreements.

(f) Sale Order. The Bankruptcy Court shall have entered the Sale Order on the docket by the Clerk of the Bankruptcy Court, and such Sale Order (i) shall be in full force and effect, (ii) shall not be the subject of any stay, and (iii) if an appeal has been filed that challenges the Buyer's good faith under Section 363(m) of the Bankruptcy Code and/or asserts that the transactions contemplated by this Agreement are avoidable pursuant to, or otherwise violate, Section 363(n) of the Bankruptcy Code, shall have become a Final Order.

ARTICLE VII
CLOSING

Section 7.1 Closing. On the terms and subject to the conditions contained in this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place (a) at the offices of Reed Smith LLP, 1717 Arch St., Suite 3100, Philadelphia, Pennsylvania, at 10:00 a.m. Eastern prevailing time, no later than December 7th, 2015, provided that the conditions set forth in Sections 6.1 and 6.2 shall have been satisfied or (if permitted) waived (the "Closing Date"), or (b) at such other place as may be mutually agreed upon in writing by the Parties; provided that the Parties may exchange signatures through electronic transmission (including but not limited to .pdf, email or facsimile), without the need to physically attend the Closing. All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed or delivered. The Closing shall be effective as of 12:01 a.m., Eastern Standard Time, on the Closing Date.

ARTICLE VIII

TERMINATION

Section 8.1 Events of Termination. This Agreement may, prior to the Closing, be terminated by the Parties hereto only as follows:

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

(b) by Buyer upon written notice to Seller (the "Buyer Termination Notice") in the event that (i) any representation or warranty made by a Seller in or pursuant to this Agreement shall be inaccurate or untrue, which failure would give rise to the failure of a condition set forth in Section 6.1; or (ii) Seller breaches or fails to perform or comply with any covenant or agreement to be performed or complied with by such Seller pursuant to this Agreement prior to or at the Closing, which breach would give rise to the failure of a condition set forth in Section 6.1; provided, however, that in the case of any matters set forth in clauses (i) or (ii) above, Seller shall have fifteen (15) days (the "Seller Cure Period") from the date on which Seller received the Buyer Termination Notice during which to cure any matter that is capable of being cured and if such matter is not so

cured to the reasonable satisfaction of Buyer by the expiration of the Seller Cure Period, this Agreement shall be terminated in accordance with the Buyer Termination Notice; provided, further that the right of Buyer to terminate this Agreement pursuant to this Section 8.1(b) shall not be available if, at the time of such Buyer Termination Notice, Buyer has been notified that it is then in material breach of this Agreement.

(c) by Seller upon written notice to Buyer (the "Seller Termination Notice") in the event that (i) any representation or warranty made by Buyer in or pursuant to this Agreement shall be inaccurate or untrue, which failure would give rise to the failure of a condition set forth in Section 6.2; or (ii) Buyer breaches or fails to perform or comply with any covenant or agreement to be performed or complied with by Buyer in or pursuant to this Agreement prior to or at the Closing, which breach would give rise to the failure of a condition set forth in Section 6.2; provided, however, that in the case of any matters set forth in clauses (i) or (ii) above, Buyer shall have fifteen (15) days (the "Buyer Cure Period") from the date on which Buyer received the Seller Termination Notice during which to cure any matter that is capable of being cured and if such matter is not so cured to the reasonable satisfaction of Seller by the expiration of the Buyer Cure Period, this Agreement shall be terminated in accordance with the Seller Termination Notice; provided, further that the right of Seller to terminate this Agreement pursuant to this Section 8.1(c) shall not be available if, at the time of such Seller Termination Notice, Seller has been notified that it is then in material breach of this Agreement.

(d) by Seller or Buyer, upon written notice to the other Party, if the Closing has not occurred on or before the date that is ninety (90) days after the date of this Agreement (the "Outside Date"), unless the failure to consummate the Closing is the result of a breach or violation of this Agreement by Seller (if Seller is the Party seeking to terminate this Agreement) or Buyer (if Buyer is the Party seeking to terminate this Agreement);

(e) by Buyer, upon written notice to Seller, if the Sale Motion shall not have been filed with the Bankruptcy Court within three (3) Business Days after the execution and delivery of this Agreement; provided, however, the Buyer's right of termination pursuant to this paragraph shall be forever waived unless exercised within two (2) Business Days of the event giving rise to Buyer's right of termination hereunder;

(f) by Seller or Buyer, upon written notice to the other Party, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; provided that the Parties will promptly appeal any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence unless and until this Agreement is terminated pursuant to this Section;

(g) by Buyer, if the Chapter 11 Cases are dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates and provides for the transactions provided for in this Agreement; or

(h) automatically, at any time following the Auction, upon the consummation of an Alternative Transaction.

Section 8.2 Consequences of Termination.

(a) Upon termination of this Agreement pursuant to the provisions of Section 8.1, this Agreement shall immediately become null and void and of no further force and effect, and there shall be no further obligation of any Party (except as set forth in this Section 8.2 and in Sections 4.3, 4.4, and Article X, all of which shall survive such termination); provided, however, that nothing in this Section shall relieve any Party from any Liability arising out of or related to any breach of this Agreement by such Party that occurs on or before termination hereof. The obligations of the Parties set forth in that certain Non-Disclosure and Confidentiality Agreement dated January 8, 2015, by and between Seller and Worthington Industries, Inc. (to which the Buyer is subject), shall survive the termination of this Agreement.

(b) Release of Good Faith Deposit. In the event of a termination of this Agreement under Section 8.1, the Good Faith Deposit, and all interest or other earnings thereon, shall be distributed by Taylor-Wharton International, LLC as follows:

(i) in accordance with the joint written instructions of the Seller and the Buyer;

(ii) if this Agreement is terminated by the Seller pursuant to Section 8.1(c), then Taylor-Wharton International, LLC shall (unless the Buyer shall in good faith object to the entitlement of Seller to terminate this Agreement pursuant to Section 8.1(c), in which event payment shall be made upon final resolution of such objection) remit the Good Faith Deposit to the Seller, together with all accrued interest or other earnings thereon;

(iii) except as otherwise provided in clauses (i) and (ii) above, if this Agreement is terminated pursuant to Section 8.1, the Buyer shall give written notice thereof to the Seller, and within ten (10) calendar days after receipt of such notice the Seller shall cause Taylor-Wharton International, LLC (unless the Seller shall, within such ten (10) calendar day period, in good faith object to the entitlement of the Buyer to terminate this Agreement pursuant to Section 8.1, in which event payment shall be made upon final resolution of such objection) to deliver the Good Faith Deposit, together with all accrued interest or other earnings thereon, to the Buyer in accordance with the Buyer's instructions.

(c) [RESERVED]

ARTICLE IX
INDEMNIFICATION

Section 9.1 Indemnification by the Seller. From and after the Closing (but subject to the provisions of this Article IX, including each of the limitations set forth herein), the Seller agrees to and shall indemnify the Buyer and each other member of the Buyer Group (each individually, a "Buyer Indemnified Party" and collectively, the "Buyer Indemnified Parties") and defend and hold each Buyer Indemnified Party harmless from and against, any Losses that such Buyer Indemnified Party may suffer, sustain, or become subject to as a result of, arising out of, or relating to (a) any breach of any of the representations or warranties of the Seller contained in this Agreement or any Ancillary Agreement, (b) any breach of, or failure to perform, any agreement or covenant of the Seller contained in this Agreement, (c) any Excluded Liability or (d) any use, operation or ownership

of the Excluded Assets in violation of any Applicable Law, or (e) the enforcement of any Buyer Indemnified Party's rights or remedies under or in respect of this Agreement or the transactions contemplated hereby (collectively, "Buyer Losses").

Section 9.2 Indemnification by the Buyer. From and after the Closing (but subject to the provisions of this Article IX), the Buyer agrees to indemnify the Seller and each other member of the Seller Group (each individually, a "Seller Indemnified Party" and collectively, the "Seller Indemnified Parties") and hold each Seller Indemnified Party harmless against, any Losses which such Seller Indemnified Party may suffer, sustain, or become subject to as a result of, arising out of, or relating to (a) any breach of any of the representations or warranties of the Buyer contained in this Agreement or any Ancillary Agreement, (b) any breach of, or failure to perform, any agreement or covenant of the Buyer contained in this Agreement, (c) any Assumed Liability, (d) any use, operation or ownership of the Transferred Assets after the Closing Date in violation of any Applicable Law, or (e) the enforcement of any Seller Indemnified Party's rights or remedies under or in respect of this Agreement or the transactions contemplated hereby (collectively, "Seller Losses").

Section 9.3 Losses.

(a) The Buyer Losses shall be reduced by (i) the aggregate amount of any insurance proceeds actually received by any of the Buyer Indemnified Parties with respect to such Buyer Losses, and (ii) the aggregate amount actually recovered under any Assumed Contract or any other indemnity agreement, contribution agreement, or other Contract between any of the Buyer Indemnified Parties, on the one hand, and any third Person, on the other hand, with respect to such Buyer Losses, in each case after taking into account any reasonable fees, expenses and costs associated with the facts and circumstances of such recovery, including deductibles, retrospective premium adjustments, experience-based premium adjustments and indemnification or contribution obligations. If an indemnification payment is received by any Buyer Indemnified Party and such Buyer Indemnified Party later receives insurance proceeds, or other third party recoveries in respect of the related Buyer Losses that were not previously credited against such indemnification payment when made, such Buyer Indemnified Party shall promptly pay to the Seller an amount equal to the lesser of (A) such insurance proceeds, or other third party recoveries with respect to such Buyer Losses (reduced as aforesaid with respect to any such fees, expenses and costs associated with such recovery) and (B) the indemnification payment previously paid by the Seller with respect to such Buyer Losses.

(b) For the purpose of calculating any Loss under Section 9.1 or Section 9.2 related to any inaccuracy or breach of any representation and warranty, the amount of such Loss shall be calculated as if such representation and/or warranty neither contained nor was modified by any qualification or limitation as to materiality or Material Adverse Effect.

(c) Notwithstanding anything herein to the contrary, neither the applicable survival period nor the liability of the Seller with respect to any representations or warranties shall be affected or deemed waived by any investigation made at any time (whether before or after the Closing Date) by or on behalf of Buyer or any Affiliate or Representative thereof, or by any actual, implied or constructive Knowledge that any such representation or warranty is or might be inaccurate in any respect, or notice of any facts or circumstances that Buyer or any of its Affiliates or Representatives have, may have or may be deemed to have or have had as a result of any investigation or otherwise. The waiver of any condition based on the accuracy of any such representation or warranty, or based on the performance of, or compliance with, any covenant or

obligation, shall not affect the right to indemnification or other remedy based on any of such representations, warranties, covenants or obligations.

(d) In no event shall any Party be liable hereunder for any punitive damages, except to the extent such damages are actually awarded by a Governmental Authority in a third party claim.

Section 9.4 Method of Asserting Claims. As used herein, an "Indemnified Party" shall refer to a Buyer Indemnified Party or Seller Indemnified Party, as applicable; provided, that, with respect to any actions to be taken by an Indemnified Party under this Section 9.4, "Indemnified Party" shall mean the Buyer or the Seller, as applicable, and the "Indemnifying Party" shall refer to the Party obligated to indemnify such Indemnified Party.

(a) Third Party Claims. In the event that any Indemnified Party is made a defendant in or party to any lawsuit, action, or proceeding, judicial or administrative, instituted by any third party for which the Liability or the costs or expenses are the Seller Losses or the Buyer Losses, as the case may be (any such third party lawsuit, action, or proceeding being referred to herein as a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party prompt notice thereof (a "Claim Notice"). The failure to give such Claim Notice shall not affect the Indemnified Party's ability to seek indemnification or reimbursement except to the extent such failure has materially and adversely affected, and has actually been prejudicial to, the Indemnifying Party's ability to defend such Third Party Claim. The Indemnifying Party shall be entitled to contest and defend such Third Party Claim by delivering notice of such election to the Indemnifying Party to the Indemnified Party within ten (10) Business Days after the Indemnified Party gives notice of such Third Party Claim (but, in all events, at least five (5) Business Days prior to the date that an answer or other responsive pleading to such Third Party Claim is due to be filed); provided, however, that such notice to assume such defense must include evidence reasonably satisfactory to the Indemnified Party demonstrating the Indemnifying Party's financial and operational capacity to actively and diligently conduct such defense in a manner consistent with this Agreement. Such contest and defense shall be conducted by attorneys engaged by the Indemnifying Party and reasonably acceptable to the Indemnified Party. The Indemnified Party shall be entitled at any time, at its own cost and expense (which expense shall not constitute a Loss unless such expense is incurred at the request of the Indemnifying Party or the Indemnified Party reasonably determines that it may have one or more defenses available to it which are different from or in addition to those available to the Indemnifying Party), to participate in such contest and defense and to be represented by attorneys of its own choosing. If the Indemnified Party elects to participate in such defense, the Indemnifying Party shall provide the Indemnified Party with copies of all pleadings and other papers in connection therewith, and the Indemnified Party shall cooperate with the Indemnifying Party in the conduct of such defense of such Third Party Claim. Neither the Indemnified Party nor the Indemnifying Party may concede, settle, or compromise any Third Party Claim without the consent of the other Party, which consent shall not be unreasonably withheld or delayed (so long as the Indemnifying Party shall have complied with this Section and shall be actively contesting and defending the same in good faith); provided, however, if the Indemnifying Party is a Seller, then the Indemnifying Party shall be entitled to settle such Third Party Claim if and only if such settlement (i) includes an unconditional release of the Indemnified Party from all Liabilities that are the subject matter of such Third Party Claim in a form reasonably satisfactory to the Indemnified Party, (ii) does not contain any admission of wrongdoing, and (iii) provides only for the payment of monetary damages (and does not require the Indemnified Party to take or refrain from taking any action) in an amount that is equal to or less than the Cap and the full amount of such monetary settlement is paid by the Indemnifying Party.

Notwithstanding the foregoing, (x) in the event (A) the Indemnifying Party fails to contest and defend a Third Party Claim, or after electing to so contest and defend does not continue to actively contest and defend the same in good faith and in conformity with the requirements of this Section 9.4, or (B) if the Third Party Claim does not seek only monetary damages, but seeks any injunction or other equitable relief or specific performance against any Indemnified Party or relates to or arises in connection with any regulatory or criminal proceeding, action, indictment, allegation or investigation, then the Indemnified Party shall be entitled to contest, defend and/or settle such Third Party Claim on such terms and with such counsel as the Indemnified Party reasonably deems appropriate, and the costs and expenses thereof shall be recoverable by the Indemnified Party from the Indemnifying Party(s) under Section 9.1 or Section 9.2, as the case may be, and the Indemnified Party may pursue its indemnification rights hereunder and whatever other legal remedies may be available to enforce its rights under this Article IX, and (y) the Seller shall not have the right to defend or contest any Third Party Claim if the Seller could reasonably be expected to have Liability under this Agreement in connection with such Third Party Claim, and the aggregate amount of all Liabilities in connection therewith, regardless of who is so liable (before giving effect to any limitation on maximum liability), together with all other Liabilities of and claims against the Seller, under or in respect of this Agreement (whether pending, outstanding or settled), could reasonably be expected to exceed the Cap.

(b) Direct Claims. In the event any Indemnified Party should have a claim against any Indemnifying Party that does not involve a Third Party Claim (a "Direct Claim" and, together with Third Party Claims, "Claims"), the Indemnified Party shall promptly deliver written notice of such Direct Claim to the Indemnifying Party, which notice shall specify in reasonable detail the amount or an estimate of the amount of the Liability arising therefrom and the basis therefor. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the Direct Claim described in such notice, the Losses in the amount specified in the Indemnified Party's notice shall be deemed a Liability of the Indemnifying Party in accordance with the terms herein. If the Indemnifying Party gives notice to the Indemnified Party that it disputes the Direct Claim or fails to notify the Indemnified Party whether the Indemnifying Party disputes the Direct Claim described in such notice, the Indemnified Party may pursue its indemnification rights hereunder and whatever other legal remedies may be available to enforce its rights under this Article IX.

Section 9.5 Adjustments. Any indemnification payment made under this Article IX will be considered an adjustment to the Purchase Price, to the maximum extent permitted by Applicable Law.

Section 9.6 Survival; Limitations. The rights to indemnification under this Article IX shall be subject to the following limitations:

(a) Notwithstanding anything herein to the contrary, (i) each of the representations and warranties of the Parties under this Agreement shall survive the Closing for a period of twelve (12) months after the Closing Date, and (ii) each of the covenants and other agreements of the Seller contained in this Agreement shall survive the Closing for the period contemplated by its terms or, if no such period is so contemplated, until the twelve (12)-month anniversary of the Closing Date (as applicable, the "Survival Period"). Any Claim for indemnification under this Article IX shall be made by giving notice under Section 9.4 to the Buyer or the Seller, as applicable. Any such notice must be given on or before the expiration of the applicable Survival Period with respect to the subject matter of such Claim, and any Claim for indemnification given after such date will have no effect; provided, however, that in the event a

Claim has been properly made on or prior to the expiration of such applicable Survival Period and such Claim is unresolved as of the conclusion of such time limitation, if any, then the right to indemnification with respect to such Claim shall remain in effect until such matter shall have been finally resolved.

(b) The Seller shall not be required to indemnify the Buyer Indemnified Parties under Section 9.1(a) until the Buyer Losses, individually or in the aggregate, as to which the Buyer Indemnified Parties would otherwise be entitled to indemnification exceed $200,000 (the "Basket"), at which point the Seller shall be liable to reimburse the Buyer Indemnified Parties for all the Buyer Losses, subject to Section 9.6(c), in excess of the Basket; provided, however, that the foregoing limitation shall not apply to any indemnification claim (or Losses pertaining thereto) in respect of any breach of any Fundamental Representation or any indemnification claim based on fraud, intentional misrepresentation or willful misconduct.

(c) The aggregate amount of the Losses for which the Seller or Buyer shall be liable with respect to this Agreement under this Article IX shall not, in any event, exceed an amount equal to five point two percent (5.2%) of the Headline Purchase Price (the "Cap"), and any Buyer Losses shall be recovered solely from the Escrow Amount; provided, however, that the foregoing limitations shall not apply to any indemnification claim (or Losses pertaining thereto) based on fraud, intentional misrepresentation or willful misconduct. Any Seller Losses shall be paid by the Buyer to the Seller by wire transfer of immediately available funds to the account or accounts designated by the Seller without set-off or deduction of any kind.

Section 9.7 Remedies. Except in the case of fraud, intentional misrepresentation or willful misconduct or in respect of any claim for specific performance and/or injunctive or other equitable relief, from and after the Closing the indemnification provisions set forth in this Article IX shall be the sole and exclusive remedy for all other matters set forth in this Agreement and for all of the transactions contemplated hereby, and no Party shall have any cause of action or remedy at law or in equity for breach of contract, rescission, tort, or otherwise against the other Party arising under or in connection with this Agreement.

Section 9.8 Escrow. The Parties agree that, without limiting any of the Parties' indemnification obligations pursuant to this Agreement, the Escrow Amount shall serve as security for all payment obligations of the Seller under or pursuant to this Agreement. No failure or delay by any Buyer Indemnified Party in exercising any right to claim any portion of the Escrow Amount shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude the exercise of any other right.

ARTICLE X
MISCELLANEOUS

Section 10.1 Expenses. Except as otherwise set forth herein, all legal, accounting, investment banking and other costs and fees incurred by either Party in connection with the transactions contemplated by this Agreement shall be borne and paid for solely by such Party.

Section 10.2 Press Releases and Announcements. No press release related to this Agreement or the transactions contemplated hereby or other announcements to the customers, suppliers, licensors, vendors, licensees, or other business relations of the CryoScience Business shall

be issued without the joint written approval of the Buyer and the Seller. No other public announcement related to this Agreement or the transactions contemplated hereby shall be made by any Party, except as required by Law (including under applicable securities Laws or the rules or regulations of any United States or foreign securities exchange), in which event the Parties shall consult with each other as to the form and substance of any such announcement required by Law.

Section 10.3 Entire Agreement. This Agreement, together with the Ancillary Agreements and the exhibits and schedules hereto and thereto, constitutes the entire agreement and understanding between the Parties hereto in respect of the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

Section 10.4 Amendment and Waiver. This Agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing making specific reference to this Agreement and executed by each of the Parties hereto. Any of the terms and conditions of this Agreement may be waived in whole or in part, but only by an agreement in writing making specific reference to this Agreement and executed by the Party that is entitled to the benefit thereof. The failure of any Party hereto to insist upon strict performance of or compliance with the provisions of this Agreement shall not constitute a waiver of any right of any such Party hereunder or prohibit or limit the right of such Party to insist upon strict performance or compliance at any other time. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

Section 10.5 Binding Agreement and Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 10.6 Assignment. This Agreement and the rights of the Parties hereunder may not be assigned, and the obligations of the Parties hereunder may not be delegated, in whole or in part, by any Party without the prior written consent of the other Parties hereto; provided, however, that Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its Affiliates at its sole discretion without obtaining the consent of the Seller (such substituted Affiliate being referred to in this Agreement upon such assignment as the "Buyer"), including a new wholly-owned Subsidiary formed after the date hereof, provided that such Subsidiary is wholly-owned directly or indirectly by the Buyer, it being expressly agreed that the Buyer signing this Agreement as of the date hereof will remain jointly and severally liable for such substituted Affiliate's obligations under this Agreement; and (b) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

Section 10.7 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies upon any Person other than the Parties hereto and the Buyer Group.

Section 10.8 Submission to Jurisdiction. Subject to Applicable Law and without limiting either Party's right to appeal any order of the Bankruptcy Court, (a) 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 (b) any and all actions or Proceedings

relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or Proceeding; provided, however, that, if the Chapter 11 Cases are closed, each of the Parties irrevocably agrees that any action or Proceeding arising out of or relating to this Agreement brought by another Party or its successors or assigns shall be heard and determined in a Delaware state court or a federal court sitting in Delaware, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient.

Section 10.9 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.9):

Notices to the Seller:	Taylor-Wharton Cryogenics LLC 4075 Hamilton Boulevard Theodore, AL 36582 Attn: Roland Wright, COO Facsimile: 251-443-5443
with, in each case, a required copy to (which shall not constitute notice):	Reed Smith LLP 1717 Arch St., Suite 3100 Philadelphia PA 19103 Attention: Derek J. Baker Facsimile: (215) 851-1420
Notices to the Buyer:	Worthington Cylinder Corporation 200 Old Wilson Bridge Columbus, Ohio, 3408 Attn: Dale Brinkman, General Counsel Facsimile: 614-840-3716

with, in each case, a required copy to (which shall not constitute notice):	Baker & McKenzie LLP 300 East Randolph Street, Suite 5000, Chicago, Il 60601 Attention: Edward J. West Facsimile: (312) 698-2702
Notices to the Agent:	Antares Capital LP 500 West Monroe Street Chicago, Illinois 60661 Attn: GasServ Account Officer Facsimile: (312) 441-7211
with, in each case, a required copy to (which shall not constitute notice):	Antares Capital LP 500 West Monroe Street Chicago, Illinois 60661 Attn: Senior Counsel Facsimile: (312) 441-6876 and Latham & Watkins LLP 330 North Wabash Ave., Suite 2800 Chicago, Illinois 60611 Attn: Richard A. Levy Zachary A. Judd Facsimile: (312) 993-9767

Section 10.10 Specific Performance. Each Party acknowledges that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by such Party in accordance with their specific terms or were otherwise breached by such Party. Each Party accordingly agrees that, in addition to any other remedy to which the other Party is entitled at law or in equity, the other Party shall be entitled to injunctive relief to prevent breaches of this Agreement by such other Party and otherwise to enforce specifically the provisions of this Agreement against such other Party. Each Party expressly waives any requirement that the other Party obtain any bond or provide any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement.

Section 10.11 Article and Section Headings. The Article and Section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions. All references to Articles and Sections in this Agreement are to sections and articles of this Agreement unless otherwise indicated.

Section 10.12 Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Delaware, without regard to its principles of conflicts of laws.

Section 10.13 Construction.

(a) As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. Each and every term and condition of this Agreement and any and all agreements and instruments contemplated hereby have or has been mutually negotiated, prepared and drafted with the advice and participation of counsel to each such Party, and that if at any time the Parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which Party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto. The exhibits and schedules to this Agreement constitute a substantive part of this Agreement and are hereby incorporated into this Agreement by this reference.

(b) The provisions of this Agreement are divisible and separable so that if any provision or provisions hereof shall be held to be unreasonable, unlawful or unenforceable, such holding shall not impair the remaining provisions hereof. If any provision hereof is held to be unreasonable, unlawful or unenforceable in duration, geographical scope or character of restriction by any court of competent jurisdiction, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law, and the Parties hereto do hereby expressly authorize any court of competent jurisdiction to enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by Applicable Law.

(c) In this Agreement, unless a clear contrary intention appears:

(i) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(ii) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(iii) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(iv) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(v) "or" is used in the alternative sense and the inclusive sense of "and/or";

(vi) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to and including";

(vii) all accounting terms not specifically defined herein shall be construed in accordance with GAAP;

(viii) the symbol "$" and word "dollars" shall mean dollars of the United States of America; and

(ix) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 10.14 Counterparts and Electronic Delivery. This Agreement may be executed in counterparts and multiple originals and by facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission ("Electronic Delivery") shall constitute effective execution and delivery of this Agreement as to the Parties, shall be treated as an original agreement and signature pages thereof for all purposes, and shall be deemed to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto shall raise the use of such Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 10.15 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 10.16 Agent.

(a) Notwithstanding anything to the contrary herein, the Agent (for itself and the Lenders (under and as defined in the Senior Credit Agreements)) will be deemed a third party beneficiary hereunder entitled to exercise and enforce any and all rights, powers, privileges and remedies of Seller pursuant to this Agreement or any other agreement, instrument or document executed in connection herewith and, as provided in the applicable Loan Documents (as defined in the Senior Credit Agreements), the Agent, for the benefit of itself and Lenders under the Senior

Credit Agreements, will have a first priority lien on Seller's respective right, title and interest in and to this Agreement and the other agreements, instruments and documents executed in connection herewith. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in this Agreement or in any other agreement, instrument or document executed in connection herewith, Seller will not exercise any right to terminate, or execute and deliver or otherwise provide any waivers, consents or amendments under, this Agreement or any of the other agreements, instruments or documents executed in connection herewith, without the prior written consent of the Agent (which shall not be unreasonably withheld, conditioned or delayed).

(b) Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, none of the Agent or the Lenders (under and as defined in the Credit Agreements) (i) is making any representations or warranties to any or all of Seller, Buyer or any of their respective Affiliates in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) will be liable to any Person for any breach by any or all of Seller, Buyer or any of their respective Affiliates or any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein, or (iii) will have any obligations or liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein. Without limiting the generality of the foregoing, provided that Agent has consented to the transactions contemplated by this Agreement, under no circumstances will any or all of the Agent and the Lenders (under and as defined in the Credit Agreements) be obligated to return or otherwise disgorge to or for the benefit of Buyer or any Affiliate thereof any proceeds of the Purchase Price or other amounts remitted to any or all of the Agent and the Lenders (under and as defined in the Credit Agreements).

[Signatures on the following page]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the day and year first above written.

Worthington Cylinder Corporation

By:_____
Name:
Title:

Taylor-Wharton Cryogenics LLC

By:_____
Name:
Title:

EXHIBIT A

DEFINITIONS

The following terms, whenever used in capitalized form in this Agreement, shall have the following meanings:

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Agent" means Antares Capital LP and its successors and assigns.

"Alternative Transaction" means any transaction (or series of transactions), including through an asset sale, equity sale, merger, combination, reorganization, amalgamation, or other similar transaction, including a plan of reorganization approved by the Bankruptcy Court, or resulting from the Auction, involving the direct or indirect sale, transfer or other disposition of all or a material portion of the CryoScience Business and/or the Transferred Assets to any Person other than the Buyer.

"Ancillary Agreements" means any and all instruments, agreements, or documents executed or delivered in connection with this Agreement, including without limitation the Transition Services Agreement, the Bill of Sale and Assignment and Assumption Agreements, and the Indemnity Escrow Agreement.

"Applicable Laws" means any law, statute, ordinance, code, rule, regulation, standard, ruling, decree, judgment, award, order or other requirement of any Governmental Authority that is applicable to the CryoScience Business or the properties, assets or rights of Seller (including the Transferred Assets).

"Auction" shall have the meaning specified in the Bidding Procedures.

"Available Cash" means all cash and cash equivalents of each Seller and its Affiliates.

"Avoidance Actions" means any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code, or state fraudulent conveyance, fraudulent transfer or other similar laws.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, and the general, local and chambers rules of the Bankruptcy Court.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Order" means the order of the Bankruptcy Court dated October 29, 2015, approving, among other things, bidding procedures related to the transactions contemplated by this Agreement.

"Business Day" means any day that is not a Saturday, a Sunday, or holiday observed by the United States Federal Reserve Board of Governors close.

"Buyer Group" means Buyer and its Affiliates and their respective employees, officers, directors, managers, stockholders, members, agents and Representatives.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Contract" means any contract, promise undertaking, license, sublicense, mortgage, indenture, factoring agreement, loan agreement, lease, sublease, agreement, or instrument, or any commitment to enter into any of the foregoing, in each case whether written or oral and whether express or implied.

"Credit Agreements" means (i) that certain Second Amended and Restated Credit Agreement, dated as of May 24, 2013, by and among Taylor-Wharton International, LLC, TW Cryogenics LLC among others, Antares Capital LP (successor in interest to General Electric Capital Corporation), as agent for the several financial institutions from time to time party thereto, as amended; (ii) that certain Note Purchase Agreement, dated June 15, 2010, by and among Taylor-Wharton International, LLC, TW Cryogenics LLC among others, Antares Capital LP (successor in interest to General Electric Capital Corporation, as collateral agent for the benefit of the Purchasers (as defined therein), and the several financial institutions from time to time party thereto, as amended; and (iii) that certain Senior Secured Priming and Superpriority Credit Agreement dated on or about the date hereof by and among Taylor-Wharton International LLC, Taylor-Wharton Cryogenics LLC among others, Antares Capital LP, as Agent for the several financial institutions from time to time party thereto.

"CryoIndustrial Business" means the business of designing, engineering, manufacturing, selling and distributing cryogenic equipment to store industrial gases, including bulk storage tanks and micro bulk tanks for on-site storage of industrial gases, mobile cylinders used to deliver industrial gas to customers by industrial gas suppliers and storage tanks used for carbonating beverages, as engaged in by the US Seller.

"CryoLNG Business" means the business of designing, engineering, manufacturing, selling and distributing liquefied natural gas ("LNG") storage tanks and storage systems for various end use applications, including bulk storage, fueling stations, marine and vehicle applications, as engaged in by the US Seller.

"CryoScience Business Proprietary Rights" means all Proprietary Rights owned or purported to be owned by, or licensed or purported to be licensed to, any Seller and exclusively or primarily related to, or used or held for use in, the CryoScience Business.

"CryoScience Inventory" means all Products, parts, supplies, materials and other inventories (including all finished goods, raw materials, work in progress, packaging, goods in transit and consigned goods) exclusively or primarily related to the CryoScience Business, including inventories on consignment and any inventories located in warehouses or similar facilities.

"DIP Order" means that certain interim order of the Bankruptcy Court (i) authorizing postpetition financing, (ii) authorizing use of cash collateral, (iii) granting adequate protection to prepetition secured lenders and (iv) granting related relief, and any final order granting such relief.

"Disclosure Schedule" means the document of even date herewith, delivered to the Buyer by the Seller, containing the exceptions to the Seller's representations and warranties in Article II.

"Employee Plan" means each "employee benefit plan" as defined by Section 3(3) of ERISA, all specified fringe benefit plans as defined in Section 6039D of the Code, and all other bonus, incentive-compensation, deferred-compensation, profit-sharing, stock-option, stock-appreciation-right, stock-bonus, stock-purchase, employee-stock-ownership, savings, severance, change-in-control, supplemental-unemployment, layoff, salary-continuation, retirement, pension, health, life-insurance, disability, accident, group-insurance, vacation, holiday, sick-leave, fringe-benefit or welfare plan, and any other employee compensation or benefit plan, agreement, policy, practice, commitment, contract or understanding (whether qualified or nonqualified, currently effective or terminated, written or unwritten) and any trust, escrow or other agreement related thereto that (i) is maintained or contributed to by any Seller or any ERISA Affiliate thereof or has been maintained or contributed to in the last six (6) years by any Seller or any ERISA Affiliate, or with respect to which any Seller or any ERISA Affiliate has or may have any liability, and (ii) provides benefits, or describes policies or procedures applicable to any current or former director, officer, employee or service provider of any Seller or any ERISA Affiliate, or the dependents of any thereof, regardless of how (or whether) liabilities for the provision of benefits are accrued or assets are acquired or dedicated with respect to the funding thereof.

"Environmental Laws" means all federal, state and local statutes, regulations, rules and ordinances having the force of law, and all court orders and decrees and arbitration awards and the common law, which in each case pertain to any environmental, health or safety matter or condition (including any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards), pollution, the environment, natural resources, water or water sources, species or ecological amenities, any cleanup, removal, containment or other remediation or response actions, and/or the handling, discharge, transportation, storage, Release or treatment of toxic or Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean any Person that is treated as a single employer with the Person in question under Section 414(b), (c), (m) or (o) of the Code.

"Final Order" means an action taken or order issued by a Governmental Authority (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial, request for stay, motion or petition for reconsideration, application or request for review, or other similar motion, application, notice or request (collectively, a "Challenge") has been timely filed, or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further Challenge thereon; or (ii) as to which the time for instituting or filing a Challenge shall have expired.

"Fundamental Representations" means (i) with respect to the Seller, the representations and warranties of the Seller contained in Sections 2.1, 2.2, 2.3, the first sentence of 2.8(a), 2.8(c), 2.9, and

2.18, and (ii) with respect to the Buyer, the representations and warranties of the Buyer contained in Section 3.1, 3.2, 3.3 and 3.6.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any quasi-governmental authority (to the extent that the rules, regulations, or orders of such authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Hazardous Materials" means any substance, chemical, material or waste which is or will foreseeably be prohibited, limited or regulated by any Governmental Authority, including (a) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "medical waste," "toxic waste", "toxic pollutants," "contaminants," "pollutants," or "toxic substances" under any applicable Environmental Law due to its dangerous or deleterious properties, (b) any oil, petroleum, petroleum product, or petroleum-derived substance, (c) asbestos containing materials, (d) urea formaldehyde and polychlorinated biphenyls.

"Indebtedness" of any Person means all Liabilities or obligations of such Person (a) for borrowed money; (b) evidenced by notes, bonds, debentures, or similar instruments; (c) for the deferred purchase price of goods or services (other than accounts payables and accrued expenses in the Ordinary Course of Business), and all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (d) in respect of any capital lease; (e) for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; and (f) in the nature of guarantees of the obligations described in clauses (a) through (e) above of any other Person.

"Indemnity Escrow Agent" shall a banking institution mutually acceptable to the Parties to be designated promptly following the execution and delivery of this Agreement.

"Indemnity Escrow Agreement" means that certain Escrow Agreement, in a customary form reasonably acceptable to the Parties, to be entered into by and among US Seller, Buyer and the Indemnity Escrow Agent.

"IRS" shall mean the Internal Revenue Service of the United States of America.

"Knowledge of the Seller," "Known to the Seller," or "Seller's Knowledge" means the knowledge, after reasonable inquiry, of Andy Pazahanick, Luke Bradshaw, Jim Gordon, Jay Anand, Rolf Morselt and Chris Kasuba.

"Liabilities" shall mean any direct or indirect indebtedness, obligations, guarantees, and other liabilities of a Person (whether known or unknown, absolute, accrued, contingent, fixed, liquidated, unliquidated, determined or undeterminable, or otherwise, and whether due or to become due), including, without limitation all reasonable professional fees and attorneys' fees and expenses associated therewith.

"Lien" means any lien, mortgage, pledge, assignment, option, lease, license, easement, restraint on title or claim which attaches to any Seller's rights to the asset, condition, title retention, hypothecation, security interest, or encumbrance, charge or restriction of any kind or character

"Losses" means all damages, penalties, fines, claims, costs, amounts paid in settlement, Liabilities, losses, expenses, interest and fees, including court costs and reasonable fees and expenses of counsel and reasonable costs of investigation; provided, however, that "Losses" shall exclude punitive damages, except to the extent such damages are actually awarded by a Governmental Authority in a third party claim.

"Material Adverse Effect" means any circumstance, change, effect, event, occurrence, state of facts or development that is or would reasonably be expected to be materially adverse to the business, assets, rights, condition (financial or otherwise) or results of operations of the CryoScience Business, taken as a whole (excluding the Excluded Assets and the Excluded Liabilities), or on the operation of the Owned Real Property, or on the ability of Seller to timely consummate the transactions contemplated hereby; provided that the term "Material Adverse Effect" does not include the effect of any circumstance, change, effect, event, occurrence, state of facts or development arising out of the following: (a) any changes in conditions in the U.S. or global economy generally to the extent such changes do not have a disproportionate effect on the CryoScience Business as compared to other participants in the industry in which the CryoScience Business operates; (b) any changes generally affecting the industry in which CryoScience participates or the markets in which it operates to the extent such changes do not have a disproportionate effect on the CryoScience Business; (c) any effect of earthquakes, hurricanes, floods or other natural disasters (in each case, except to the extent directly affecting the operation of the Owned Real Property); (d) acts of war (whether or not declared), armed hostilities, sabotage or terrorism or the threat thereof after the date hereof (in each case, except to the extent directly affecting the operation of the Owned Real Property); (e) the filing of the Chapter 11 Cases; (f) execution and delivery of this Agreement or the announcement thereof or the pendency or consummation of the transactions contemplated thereby; (g) changes after the date hereof in Laws or accounting regulations; or (h) the failure, in and of itself, of Seller to meet any internal or published projections, forecasts, estimates or predictions in respect of financial or operating metrics (it being understood that the facts or circumstances giving rise or contributing to such failure to meet any internal or published projections, forecasts, estimates or predictions in respect of financial or operating metrics may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect).

"Net Working Capital" means (i) the current assets of Seller included in the Transferred Assets to be transferred to Buyer at the Closing (including the accounts receivable and inventory of Affiliates of Seller title to which will be transferred to Seller prior to Closing pursuant to Section 4.9), minus (ii) the current liabilities of Seller included in the Assumed Liabilities to be assumed by Buyer at the Closing, all calculated in accordance with GAAP and the Accounting Policies. Anything to the contrary notwithstanding, the calculation of Net Working Capital shall not include any Excluded Assets or any Excluded Liabilities.

"Obligations" shall have the meaning given such term in the Credit Agreements.

"Ordinary Course of Business" means an action that (i) is taken in the ordinary course of business consistent with past custom and practice in the normal day-to-day operation of the CryoScience Business, and (ii) does not require authorization by any board of directors or managers,

shareholders or members and does not require any other separate or special authorization of any nature.

"Organizational Documents" means the certificate or articles of incorporation and by-laws of any corporate Person, the certificate of formation, articles of organization, and limited liability company agreement or operating agreement of any Person that is a limited liability company, and the certificate of partnership and partnership agreement of any Person that is a partnership, and any other similar governing or constituent document, as applicable.

"Permits" means all domestic and foreign licenses, authorizations, approvals, certificates, consents and permits of or issued by any Governmental Authority or industry association or regulatory body.

"Permitted Liens" means: (a) Liens for Taxes, assessments, and other governmental levies, fees, or charges that are (i) not yet due and payable or (ii) being contested by appropriate proceedings, in each case for which adequate reserves have been established in accordance with GAAP; (b) mechanics', carriers', workmen's, and repairmen's Liens and other similar Liens arising or incurred in the Ordinary Course of Business relating to obligations as to which there is no default on the part of the Seller for a period with respect to amounts not yet overdue; (c) Liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance or other types of social security for which adequate reserves have been established in accordance with GAAP; (d) with respect to the Real Property, minor title defects or irregularities that do not, individually or in the aggregate, materially impair the value or use of such Real Property or the conduct of the CryoScience Business; (e) zoning and other municipal ordinances which are not violated in any material respect by the existing improvements and the present use made by the Seller; (f) Liens that will be released by the Sale Order at the Closing; and (g) Liens (if any) set forth on Schedule A-1 hereto.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, other business entity, or any Governmental Authority.

"Proceeding" means any suit, claim, proceeding, action at law or in equity, arbitration, hearing, inquiry, investigation, charge, complaint, audit, notice or demand.

"Products" means each of the cryogenic storage solutions and other products that are or have been produced, developed, manufactured, licensed, marketed, distributed and/or sold by, in connection with or as part of the CryoScience Business.

"Proprietary Rights" means any and all of the following in any jurisdiction throughout the world: (a) trademarks, trade names, logos, slogans and service marks, including all applications, registrations and renewals and the goodwill connected with the use of and symbolized by the foregoing (collectively, "Trademarks"); (b) works of authorship, mask works and copyrights, and all applications, registrations, and renewals related to the foregoing (collectively, "Copyrights"); (c) trade secrets, know-how and other confidential and/or proprietary information or materials; (d) inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations relating thereto (collectively, "Patents"); and (e) Internet domain names and registration rights, rights in Internet web

sites or protocol addresses, uniform resource locators, related security passwords or codes, and copies and tangible embodiments of the foregoing (in whatever form or medium) (collectively, "Domain Names").

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the environment, including air, surface water, soil, sediments or groundwater of any property, or into or out of any property.

"Representative" means with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement.

"Sale Motion" means the motion filed with the Bankruptcy Court seeking entry of the Bidding Procedures Order and the Sale Order, and including, among other things, procedures with respect to the determination of any Cure Amounts.

"Sale Order" means the order (or orders) of the Bankruptcy Court, in substantially the form set forth as Exhibit E to this Agreement or otherwise in a form reasonably satisfactory to the Seller (including the provisions contemplated by Section 4.4(f) hereof) and with no modifications materially adverse to the Buyer in its reasonable discretion, approving this Agreement and all of the terms and conditions hereof and that provides authorization under Sections 363 and 365 and other applicable provisions of the Bankruptcy Code to permit the Buyer and Seller to consummate and complete the transactions contemplated by this Agreement.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder).

"Seller Contract" means any Contract to which any Seller is a party, under which any Seller has or may acquire any rights or benefits, or by which any Seller or any of the assets, properties or rights owned, used or held for use by any Seller are or may become subject or bound, in each case which exclusively or primarily relates to the CryoScience Business.

"Seller Group" shall mean each Seller and its Affiliates and their respective employees, officers, directors, managers, stockholders, members, agents and Representatives.

"Senior Credit Agreements" means (i) that certain Second Amended and Restated Credit Agreement, dated as of May 24, 2013, by and among Taylor-Wharton International, LLC, TW Cryogenics LLC among others, Antares Capital LP (successor in interest to General Electric Capital Corporation), as agent for the several financial institutions from time to time party thereto, as amended; and (ii) that certain Senior Secured Priming and Superpriority Credit Agreement dated on or about the date hereof by and among Taylor-Wharton International LLC, Taylor-Wharton Cryogenics LLC among others, Antares Capital LP, as Agent for the several financial institutions from time to time party thereto.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term ''Subsidiary'' shall include all Subsidiaries of such Subsidiary.

"Target Net Working Capital" shall mean $7,400,000.

"Tax" means any federal, state, local or foreign income, gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, or add-on minimum or estimated tax, charge, fee, levy or other assessments including any interest, penalty, or addition thereto.

"Tax Return" means any return, claim for refund or information return, or statement required to be filed with any Governmental Authority in respect of any Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Transaction Expenses" means any fees, costs or expenses (including without limitation legal, accounting, financial advisory, or other third party advisory, professional or consulting fees) incurred by any Seller in connection with the transactions contemplated by the Agreement.

"Transition Services Agreement" means a transition services agreement between the US Seller and the Buyer in the form attached hereto as Exhibit B.

"WARN Act" means the Worker Readjustment and Retraining Notification Act of 1988, as amended, and any similar Applicable Law, rule or regulation.

The following terms used in this Agreement have the meanings specified in the corresponding sections to this Agreement:

Term	**Section**
Accounting Policies	Section 1.6(e)
Agreement	Preamble
Allocation Schedule	Section 1.7
Approval Notice	Section 1.6(f)(iv)
Assumed Contracts	Section 1.1(b)
Assumed Liabilities	Section 1.3
Bankruptcy Code	Recitals

Bankruptcy Court	Recitals
Basket	Section 9.6(b)
Bill of Sale and Assignment and Assumption Agreement	Section 1.5(b)
Buyer	Preamble
Buyer's Accountant	Section 1.6(f)(i)
Buyer Cure Period	Section 8.1(c)
Buyer Indemnified Party/Buyer Indemnified Parties	Section 9.1
Buyer Losses	Section 9.1
Buyer Termination Notice	Section 8.1(b)
Cap	Section 9.6(c)
Chapter 11 Cases	Recitals
Claims	Section 9.4(b)
Claim Notice	Section 9.4(a)
Closing	Section 7.1
Closing Date	Section 7.1
Closing Date Payment	Section 1.6(c)
Co-Existence and License Agreement	Section 5.6
Cure Amount	Section 4.6
CryoIndustrial and CryoLNG Inventory	Section 1.2(o)
CryoIndustrial PP&E	Section 1.1(p)
CryoLNG PP&E	Section 1.1(q)
CryoScience	Recitals
CryoScience Business	Recitals
CryoScience Business Claims	Section 1.1(c)
CryoScience Portion	Section 1.3(a)
Debt	Section 3.7(c)
Direct Claim	Section 9.4(b)
Electronic Delivery	Section 10.14
Employee Plans	Section 2.19
Enforceability Exceptions	Section 2.2
Escrow Amount	Section 1.6(d)
Escrow Termination Date	Section 1.6(d)
Estimated Closing Net Working Capital	Section 1.6(e)(i)
Estimated Closing Net Working Capital Adjustment	Section 1.6(e)(ii)
Estimated Closing Net Working Capital Statement	Section 1.6(e)(i)
Excluded Assets	Section 1.2
Excluded Liabilities	Section 1.4
Final Closing Net Working Capital	Section 1.6(f)(i)
Final Closing Net Working Capital Statement	Section 1.6(f)
Financial Information	Section 2.5(a)
Good Faith Deposit	Section 1.6(b)
Headline Purchase Price	Section 1.6(a)
Independent Accountant Determination	1.6(f)(v)
Indemnified Party	Section 9.4
Indemnifying Party	Section 9.4
Interim Period	Section 4.1

Leased Real Property	Section 2.7(a)
Material Contracts	Section 2.10(a)
Outside Date	Section 8.1(d)
Owned Real Property	Section 2.7(a)
Party/Parties	Preamble
Payment Right	Section 3.7(c)
Post-Closing Adjustment	Section 1.6(f)(ii)
Post-Closing Deliveries	Section 1.6(f)(ii)
Present Fair Saleable Value	Section 3.7(c)
Purchase Price	Section 1.6(a)
Real Properties	Section 2.7(a)
Recent Balance Sheet	Section 2.5(c)
Remaining Disputes	Section 1.6(f)(v)
Resolution Period	Section 1.6(f)(v)
RMB	Section 1.6(b)
Sale of Remaining Business	Section 5.3(c)
Seller	Preamble
Seller Cure Period	Section 8.1(b)
Seller Indemnified Party/ Seller Indemnified Parties	Section 9.2
Seller Losses	Section 9.2
Seller Termination Notice	Section 8.1(c)
Solvent	Section 3.7(b)
Survival Period	Section 9.6(a)
Third Party Claim	Section 9.4(a)
Transferred Assets	Section 1.1
Year-to-Date	Section 2.20(a)

Exhibit B

Transition Services Agreement

Exhibit C

RESERVED

Exhibit D

RESERVED

Exhibit E

Sale Order

Exhibit F

Co-Existence and License Agreement

Schedule 1.7

Fixed Purchase Price Allocations

Owned Real Property, CryoIndustrial PP&E and CryoLNG PP&E - Six Million United States Dollars ($6,000,000).