PLAINTIFF'S EXHIBIT A-298

GENERAL ASSIGNMENT & ASSUMPTION OF LIABILITIES

This General Assignment & Assumption of Liabilities between GLEN ALDEN CORPORATION, a Delaware corporation herein referred to as "Glen Alden", and THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation formerly known as XPRU Corporation, herein referred to as "Carey", entered into as of the close of business on the 31st day of May, 1967,

W I T N E S S E T H :

WHEREAS, The Philip Carey Manufacturing Company, an Ohio corporation which is a different corporation from that referred to herein as "Carey", and which is herein called "Old Carey", was a party to a merger with and into Glen Alden, pursuant to which Glen Alden acquired all of the assets, properties, goodwill and business of Old Carey, and

WHEREAS, Glen Alden desires to convey and transfer to Carey all of the assets, properties, goodwill and business it acquired pursuant to said merger which prior thereto were the property of Old Carey, subject, however, to the assumption by Carey of all of the liabilities to which Old Carey had been subject immediately prior to said merger.

PLAINTIFF'S EXHIBIT PCA-RA-419

lands whether in fee or of less estate, water and riparian rights, buildings, vehicles and equipment, all equitable interest in property whether standing in the name of Glen Alden, Old Carey or in the name of some other person for the use and benefit of Glen Alden or Old Carey, and all other intangibles, books of account, files, papers and records, all effective as of the date hereof; excepting and reserving, however, from the foregoing Old Carey's corporate minute books, seal and stock transfer records.

TO HAVE AND TO HOLD the same with the appurtenances thereof unto Carey, its successors and assigns forever to its and their own proper use and behoof, but without covenants of warranty, expressed or implied.

Glen Alden hereby constitutes Carey its agent and attorney to receive, collect, enforce and sue for any of the property, assets and rights hereby granted or assigned either in its name or in the name of Carey as the legal attorney of Glen Alden thereunto duly authorized but for the use of Carey.

Glen Alden, for itself and its successors, further covenants and agrees that in the event there are any such property, assets and rights covered by this Assignment which cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not at the date of delivery of the Assignment been given or obtained, the beneficial interest [illegible]

Glen Alden, for itself, its successors and assigns, covenants and agrees (a) to hold and hereby declares that it holds such property, assets and rights for the benefit of Carey, its successors and assigns; (b) to use all reasonable efforts to obtain and secure such consents and give such notices as may be required to effect a valid transfer or transfers of such property, assets and rights, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

Glen Alden hereby further covenants that it will at any time and from time to time after the delivery hereof to Carey upon the request and at the expense of Carey, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which Carey may reasonably request to vest in Carey the whole right, title and interest in it to any property, assets and rights transferred hereunder by it to Carey, or intended so to be or to enable Carey to realize upon or to otherwise enjoy any such property, assets and rights, or to carry into effect the intent or purpose hereof.

NOW, THEREFORE, Carey hereby assumes and agrees to pay and perform all liabilities and obligations of Old Carey of whatever kind and description and without limitation, accrued or contingent, due or not due, to which Glen Alden became subject as a result of the aforementioned merger, including any liabilities for taxes on income relating to the operations of Old Carey accrued at the date hereof, expressly excluding,