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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

MR 8/3/98



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Washington, D.C. 20231: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Lazere Financial Corporation</p> <p><input type="checkbox"/> individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Rolf C. Hagen (USA) Corp.  Internal Address:  Street Address: 50 Hampden Road  Mansfield, Massachusetts 02048-9107</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Mass</u>  <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: August 13, 1987</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

4. Application number(s) or registration number(s):

<p>A. Trademark Application No. (s)</p>	<p>B. Trademark Registration No. (s) 1079916</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Randy J. Pritzker  Address: WOLF, GREENFIELD &amp; SACKS, P.C.  Federal Reserve Plaza  600 Atlantic Avenue  Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [1]</p> <hr/> <p>7. Total fee (37 CFR 3.41).....\$ 40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  The Commissioner is authorized to charge:</p> <hr/> <p>8. Deposit Account No: 23/2825</p>
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DO NOT USE THIS SPACE

9. Statement and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Randy J. Pritzker                      Randy J. Pritzker                      8/3/98  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: [09]

Mail documents to be recorded with required cover sheet information to Box Assignment, Washington, D.C. 20231.

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AGREEMENT PHASE II  
~~AQUASCAPE~~ HABITRAIL  
ASSET PURCHASE AGREEMENT

AGREEMENT made this 13 day of August, 1987, between METAFRAME, INC., a New Jersey corporation, and HABITRAIL CORPORATION, a New Jersey corporation and a wholly owned subsidiary of Metaframe (HABITRAIL and METAFRAME shall collectively be referred to as "Seller"); ROLF C. HAGEN (USA) CORP., a Massachusetts corporation ("Buyer"), and LAZERE FINANCIAL CORPORATION, a New York corporation, which is the lessor of certain of the assets to be sold hereunder ("Lazere");

WHEREAS, The Seller operates a pet product and supply business, one division of which manufactures and sells a product line known as "Habitrail" (which division is referred to as the "Business"), which Business is currently conducted at 164 Pennington Street, Newark, New Jersey 07102 (the "Business Premises"); and

WHEREAS, Lazere is the lessor of certain Assets of the Business to be sold hereunder and/or may have a security interest in the Assets which comprise the Business; and

WHEREAS, the Buyer desires to purchase the Business on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

I. Purchase and Sale

1.1 Assets being sold

On the closing date hereafter defined, Seller and Lazere shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller and Lazere, all of the Assets of the Business ("the Assets"), other than the "Excluded Assets" defined in

Section 1.2, as of the closing date, including the following Assets of the Business:

(i) All inventory, including raw materials, (to include coloring agents), work-in-process, finished goods, and all related materials, owned by Seller as of the start of business on May 18, 1987;

(ii) INTENTIONALLY DELETED

(iii) All molds, machinery, equipment, accessories, fixtures, tools, dies, spare parts, packaging and other supplies, and all other tangible equipment or tangible personal property identified on Exhibit 1.1 (iii) attached hereto and made a part hereof;

(iv) All inventions, discoveries, improvements, shop rights, know-how, processes, purchasing and manufacturing procedures, formulae, data, information, material specifications for all items purchased including metal, corrugated, plastic and plastic PMS color specifications, trade secrets and other intellectual property (including such as may be in the possession of third parties but which are the property of Seller and/or Lazere); all patents and patent applications; all registered and unregistered trademarks (excluding "Living World"), service marks, trade name; all other trademark rights and all associated good will, all statutory, common

law and registered copyrights; all applications for any of the foregoing; all right to trademarks, copyrights and patents which have expired in the last five (5) years; all engineering, technical and shop drawings, schematics, prints and production records (if available, to include molding production records, cycle times, assembly and packaging line records and costs for one year), all other drawings, records, books or other indicia, however evidenced, of any of the foregoing; together with all rights to use all of the foregoing forever and all rights in, to and under the foregoing in all countries as to which any of same may apply;

(v) All advertising and promotional materials; all labels and label designs, all equipment and inventory guarantees and warranties which are transferable; all customer and mailing lists and all records pertaining to customers, accounts, suppliers and their buyers; all other files and business records, however evidenced; all rights under confidentiality, non-disclosure and non-competition agreements and arrangements between Seller and present and former employees of Seller; and all general intangibles associated with the Business;

(vi) All licenses  
and contract rights;

(vii) All computer programs, stored data in computer tapes form and hard copy as well as documentation and operations manuals for all software and hardware, as well as a list of same;

(viii) All goodwill and going concern value of the Business; and

(ix) Seller shall have the right to use the "Living World" trademark on all packaging being purchased hereunder and to use existing artwork and plates in a quantity not to exceed a 90 day supply at Seller's 1986 annual rate as set forth on Exhibit 1.1(IX).

1.2 Excluded Assets Buyer shall not acquire any cash balances, cash equivalents, accounts receivable, U.S. Treasury Bills, commercial paper, marketable securities or similar financial assets of the Business or any other assets of the Seller used in any other business.

1.3 Purchase Price The purchase price for all the Assets, tangible and intangible, shall be One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) less a preliminary inventory adjustment of \$84,000, resulting in a net price of One Million Four Hundred Sixty Six Thousand Dollars (\$1,466,000), which amount is subject to final inventory adjustment as provided for in Section 1.6, and elsewhere in this Agreement.

1.4 Payment of Purchase Price The purchase price shall be paid by Buyer to Seller in the following manner:

(i) A \$155,000.00 refundable deposit was made on July 28, 1987 by Buyer to an interest bearing trust account of Clapp & Eisenberg. At Closing, the entire principal account balance, minus interest, shall be distributed to Seller; and

(ii) The sum of \$1,311,000 at the Closing by cashiers, certified or attorney's trust check.

1.5 Allocation of Purchase Price The parties agree that for all tax and bookkeeping purposes, including any requirements to report the transaction to the Internal Revenue Service, the purchase price shall be allocated to the following assets:

Complete sets of molds to manufacture the full range of Habitrail Small Animal Products	\$1,310,000.00
Habitrail inventory of finished and unfinished products	149,000.00
Intellectual and other property	7,000.00
Total	<u>\$1,466,000.00</u>

1.6 Inventory Adjustment to Purchase Price If the physical inventory of raw materials and finished goods taken pursuant to the provisions of Section VIII results in an inventory (including \$21,000 "stickables" or "stackables"), lower than \$132,000 /then the purchase price for the Assets shall be decreased, dollar for dollar to the extent of the deficiency. The inventory shall be valued as provided in Section VIII of this Agreement. / Except as provided above, the value of the inventory shall not include any products known as "Stickables" or "Stackables."

1.7 Liabilities.

~~(i) Except for those liabilities expressly assumed by Buyer pursuant to (ii) of this Section 1.7,~~ Buyer will not assume any debts, liabilities, obligations, contracts and commitments of Seller of any kind, character or description, whether accrued, absolute, contingent or otherwise, including federal, state and local tax liabilities; and Seller shall indemnify Buyer with respect thereto. Seller shall pay any and all unpaid fees for maintaining patents which are due on or prior to the Closing Date.

~~(ii) Buyer hereby agrees to assume those (and only those) current obligations incurred by Seller in the ordinary course of business pursuant to those executory contracts specified on Exhibit 1.7 (ii) attached hereto and made a part hereof, but only to the extent that such executory contracts remain to be performed by the parties thereto.~~

1.8 Delivery and Assembly of Assets

Seller's employees shall, at no charge to Buyer, assist Buyer in identifying the Assets being sold. Seller shall be responsible for obtaining the release of the Assets, so that Buyer may promptly take physical possession of the Assets without any claim by a third party holding the Assets. Seller shall be responsible for loading the Assets currently located in Newark, New Jersey on vehicles to be furnished by Buyer. Seller shall furnish Buyer with a delivery receipt indicating the Assets loaded on the vehicles. A stamping die owned by Seller and currently located in Waterbury,

Connecticut is not to be moved. Except as set forth herein, Seller shall have no other responsibility for delivery of the Assets.

II. Representations and Warranties of Seller

Knowing and intending that Buyer will rely upon the following in entering into this Agreement and consummating the transactions provided for hereunder, Seller hereby represents and warranties to Buyer as follows:

2.1 Corporate Status

Seller is a corporation duly organized, validly existing and in good standing under the laws of New Jersey, the state of its incorporation, and has all corporate power and authority to conduct the Business as the Business is now being conducted. Seller has all necessary governmental and regulatory licenses, approvals and permits to carry on the Business as it is now being conducted and has received no notice respecting suspension or cancellation of any of same. To the best of its knowledge and belief, Seller is not required to qualify to transact business in any state other than New Jersey. Seller will deliver to Buyer a true and complete copy of its Certificate of Incorporation and By-Laws.

2.2 Authority

The execution, delivery and performance of this Agreement, and all other agreements, instruments and documents to be delivered herewith or pursuant hereto, have been duly and validly authorized by Seller and all requisite corporate action has been taken to make this Agreement and all such other agreements, instruments and documents



valid and binding upon Seller in accordance with their respective terms.

### 2.3 Conflict With Other Agreements

The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of the Articles of Incorporation or By-Laws of Seller or result in the breach of any term or provision of, or constitute a default or result in the acceleration of any obligations under, or otherwise impair the good standing, validity and effectiveness of, any agreement or other instrument of any kind or nature whatsoever to which Seller is a party or by which Seller is or may be bound.

### 2.4 Title

Except as provided in Exhibit 2.4 of this Agreement, Seller is the sole owner of all of the Assets, tangible and intangible, being sold hereunder, in all instances free and clear of any and all liens, claims, security interests, encumbrances, or equities, of any kind or nature whatsoever. The tangible Assets, other than inventory, are in good condition and repair, reasonable wear and tear accepted, and are suitable for the use and purposes for which they are used or intended.

### 2.5 Inventory

The inventory of Seller consists entirely of good quality merchandise and is saleable in the ordinary course of business.

### 2.6 Patents, Trademarks and Similar Property

Exhibit 2.6 to this Agreement contains a list of all trademarks, patents, service marks, trade names, copyrights and other

rights and applications that are being assigned as part of this sale. As to the patents and trademark registrations listed in Schedule 2.6(a), Seller represents, and as to those in Schedule 2.6(b), Seller believes but does not represent, that Seller has good title to all of same, free and clear of any liens or encumbrances of any nature and that all of same are valid and in good standing and assignable to Buyer, free and clear of any claims whatsoever. The patents and trademarks have not been challenged in Court or in any administrative proceeding. Any records referring to infringement claims are attached as Exhibit 2.6(c). No licenses, sublicenses, covenants or agreements have been granted or entered into respecting any of same by Seller. Seller believes that it possesses all trademarks, trade names, copyrights, and patents, necessary for the conduct of its business as presently conducted, without conflict with the rights or claimed rights of others.

All required maintenance fees on patents listed in Schedule 2.6(a) have been paid by Seller, all such patents and trademarks are active, and have not been abandoned by Seller, and all appropriate affidavits and re-issues regarding such trademarks have been executed and filed by Seller.

#### 2.7 Compliance with Law; Litigation

To the best of Seller's knowledge, Seller has complied with and is not in violation of any applicable federal, state or local

statute(s), law(s) or regulation(s). Except as set forth on Exhibit 2.7 attached hereto and made a part hereof, there is no suit, action, arbitration, or legal, administrative or other proceeding, or governmental investigation pending, or to the best of Seller's knowledge threatened; against Seller, nor is Seller subject to any injunction, order or decree of any court or administrative agency, that may have any effect on the ability of Seller to perform its obligations hereunder or that may affect the Assets or the Business.

### 2.8 Taxes

Except as set forth in Schedule 2.8, Seller has filed all federal, state and local tax returns required by law and has paid all taxes, assessments, and penalties shown to be due thereon. There are no present disputes as to taxes of any nature payable by Seller that may effect the Assets or the Business. All taxes due will be paid at closing.

### 2.9 OSHA, and EPA

The Occupational Safety and Health Administration ("OSHA") and the Environmental Protection Agency ("EPA") are satisfied with the manner in which the Business is operated, insofar as their respective jurisdiction is concerned. In the event Seller shall be cited for any violation by OSHA or EPA between the date hereof and the closing date, Seller shall take all action as may be required to satisfy OSHA and EPA of its compliance with all OSHA and EPA requirements, including the payment of all fines or related payments in connection with any such violation(s), and Seller shall indemnify Buyer with respect thereto.

2.10 ECRA

(a) The Business being sold had net sales in the calendar year ending December 31, 1986, of \$3,037,000, as opposed to total net sales of Metaframe of approximately ~~\$8,790,000~~<sup>8,310,000</sup>. The Inventory purchased hereunder is approximately \$120,000 as against total Metaframe inventory of approximately ~~\$900,000~~<sup>790,000</sup>. The total net book value of the fixed assets of Metaframe are approximately \$1,900,000. During calendar year 1986, the assembly lines utilized to produce the product occupied approximately 10,000 square feet of a 110,000 square foot facility; and approximately thirty of 150 employees were utilized to produce the product. The sale of the Assets together with the sale of the Aquascapers Business occurring simultaneously herewith do not constitute a sale of a controlling share of Seller's Assets so as to make the sales subject to the provisions of the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1-6 et seq. and the regulations promulgated thereunder ("ECRA"), nor are the sales subject to ECRA for any other reason.

(b) Seller shall indemnify and defend Buyer from and against any and all liabilities, losses and costs, including Buyer's reasonable counsel fees, which Buyer may incur by reason of Seller's failure to perform all of the Seller's obligations under the New Jersey Spill Compensation and Control Act, the Environmental Cleanup Responsibility Act, all New Jersey and federal environmental laws and all rules and regulations of NJDEP and its various divisions. The Seller has received no notice of any kind that it is in non-compliance.

2.11 Absence of Default

Seller is not in default and has not been alleged to be in

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default in the fulfillment of any obligation(s) under any lease, purchase, sale or other agreement or contract of any kind or nature whatsoever except as set forth in Exhibit 2.11.

#### 2.12 Third Party Agreements

There is no contract, commitment or agreement of any kind or nature whatsoever, written or oral, respecting the Business, except as is expressly set forth on the list comprising Exhibit 2.12 attached hereto and made a part hereof. A true copy of each such agreement, contract or commitment set forth therein, or where same is not evidenced by any document, a complete and fully accurate description of Seller's rights and obligations in respect thereof, is attached to said Schedule. All of said agreements, contracts and commitments (i) are now in full force and effect without modification and without any default thereunder by either party; (ii) are enforceable in accordance with their respective terms; and (iii) are not subject to cancellation or acceleration by reason of the transactions provided for in this Agreement, or if any of same are so subject, Seller shall at its sole cost and expense deliver to Buyer prior to the Closing Date the written consent(s) of such third parties so as to obviate any such cancellation or acceleration.

#### 2.13 Labor Relations; ERISA

(a) Except as disclosed on Exhibit 2.13, Seller has complied in all material respects with all applicable laws, rules and regulations and agreements relating to employment, including those relating to wages, benefit plans, hours, terms and conditions of employment, collective bargaining and the payment and

withholding of taxes, which may in any way affect the Business or the Assets. Except as disclosed on Exhibit 2.13, Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There are no controversies pending or threatened between Seller and any of its employees (past or present) or any labor or other collective bargaining unit representing any such employees. Seller has not promulgated any policy or entered into any agreement relating to the payment of severance pay to employees of Seller whose employment is terminated or suspended voluntarily or otherwise. The employment of all persons presently employed by Seller is terminable for lack of work without any penalty or severance obligation of any kind and without any payment or accrual under any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), except as specifically disclosed in Exhibit 2.13. Seller has no liability, accrued, contingent or otherwise, for or in respect of salaries, wages, vacation pay, sick leave, severance, bonuses or other compensation, except as set forth in Exhibit 2.13.

(b)(1) Except as set forth in Exhibit 2.13, neither Seller, nor any other entity which is included in the group of trades and businesses which constitutes a controlled group (within the meaning of Section 4001(b) of ERISA and/or Section 414(b) and (c) of the Internal Revenue Code of 1986 (the "Code")), of which Seller is a member (hereinafter collectively referred to as the "Seller

Group"), sponsors, maintains, contributes to or otherwise has any obligation with respect to any pension, profit sharing, retirement, deferred compensation, stock purchase, stock option, incentive, bonus, vacation, severance, disability, hospitalization, medical insurance, life insurance or any other type of employee benefit plan, program or arrangement (within the meaning of Section 3(3) of ERISA or any multi-employer plan within the meaning of Sections 3(37) and 4001(a)(3) of ERISA) on behalf of any of the current or former officers or employees of the Seller or their beneficiaries (whether on an active or frozen basis) (hereinafter individually referred to as a "Plan" and collectively referred to as the "Plans"). The Seller has furnished to Buyer true and correct copies of all documents evidencing each of the Plans referred to in Exhibit 2.13 (or true and correct written summaries of such Plans to the extent not evidenced by documents) and true and correct copies of all documents evidencing trusts relating to any such Plans as they may have been amended to the date hereof.

(ii) Buyer will not incur any liability under title IV of ERISA as a result of the termination of any Defined Benefit Plan or Multi-employer Plan, nor shall Buyer incur any liability under Title IV of ERISA as a result of a complete or partial withdrawal (within the meaning of Section 4203 or Section 4205 of ERISA) from a Multi-employer Plan on the part of Seller. In the event that the Pension Benefit Guaranty Corporation or a court of competent jurisdiction determines that Buyer is liable under Title IV

of ERISA as the result of the termination of a Defined Benefit Plan or Multi-Employer Plan, or a complete or partial withdrawal from a Multi-Employer Plan on the part of Seller, any such liability shall be payable only by Seller, which shall indemnify and hold Buyer harmless with respect thereto.

#### 2.14 Financial Information

The Seller's net sales (gross sales minus discount) for the Business during each of the two most recent fiscal years exceed \$3,000,000.00 per year.

#### 2.15 Omissions

Neither this Agreement nor the Exhibits and Schedules attached hereto, nor any other certificate, statement or document to be furnished to Buyer by or on behalf of Seller pursuant to or in connection with the transactions contemplated by this Agreement, contains or will contain any misstatement of material fact, or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading.

#### IV. Representations and Warranties of Buyer

Knowing and intending that Seller will rely upon the following in entering into this Agreement and consummating the transactions provided for hereunder, Buyer hereby represents and warrants to Seller as follows:

##### 3.1 Corporate Organization

Buyer is a Corporation duly authorized, validly existing and in good standing under the Laws of the Commonwealth of Massachusetts.



### 3.2 Authority

The execution, delivery and performance of this Agreement, and all other agreements, instruments and documents to be delivered herewith or pursuant hereto, will be duly and validly authorized by Buyer, and all requisite corporate action will be taken to make this Agreement and all such other agreements, instruments and documents valid and binding upon Buyer in accordance with their respective terms.

### 3.3 Conflict with Other Agreements

The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of the Articles of Incorporation or By-Laws of Buyer, or result in the breach of any term or provision of, or constitute a default or result in the acceleration of any obligations under, or otherwise impair the good standing, validity or effectiveness of any agreement, contract or instrument of any kind or nature whatsoever to which Buyer is a party or by which Buyer is or may be bound.

### 3.4 Omissions

Neither this Agreement, nor any certificate, statement or document to be furnished to Seller by or on behalf of Buyer pursuant to or in connection with the transactions contemplated by this Agreement contains or will contain any misstatement of material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading.

### 3.5 Compliance with Law; Litigation

To the best of Buyer's knowledge, Buyer has complied with and is not in violation of any applicable federal, state or local statute(s), law(s) or regulation(s). Except as set forth on Exhibit 3.5 attached hereto and made a part hereof, there is no suit, action, arbitration, or legal, administrative or other proceeding, or governmental investigation pending, or to the best of Buyer's knowledge threatened, against Buyer, nor is Buyer subject to any injunction, order or decree of any court or administrative agency, that may have any effect on the ability of Buyer to perform its obligations hereunder or that may affect the Assets or the Business.

### 3.6 Third Party Consents

Buyer has, except as otherwise modified by this Agreement, the consent of third parties necessary to complete this transaction.

### IV. Lazere Financial Corporation

Notwithstanding any of the provisions of this Agreement, Lazere makes no representations or warranties of any kind or nature, expressed or implied with respect to the Assets or the Business (except for a representation that it has not heretofore assigned the Assets which are covered by this Agreement) and except for a breach of that representation, this Agreement is made and accepted without recourse to Lazere by either of the other parties hereto. Lazere's assignments and bills of sale hereunder shall be Quit-Claim only, including only its right, title and interest in the Assets, whatever that may be.

## V. Covenants of Seller

Until the Closing, except as otherwise consented to or approved by Buyer in writing, Seller covenants and agrees that:

### 5.1 Regular Course of Business

Seller will operate the Business diligently and in good faith, consistent with management practices since April 2, 1987. Seller will maintain all the Assets in their present condition. Seller will maintain (except for expiration due to lapse of time) all leases and contracts described herein in effect without change except as expressly provided herein. Seller will comply in all material respects with the provisions of all laws, regulations, ordinances and judicial decrees applicable to the conduct of the Business. It will not cancel, release, waive or compromise any debt, claim or right in its favor other than in connection with returns for credit or replacement in the ordinary course of business, and in each of such cases, only if consistent with past business practice of the Seller.

### 5.2 Insurance

Seller will maintain insurance coverage up to the Closing Date in amounts deemed adequate by its management against all risks presently insured against. A listing of each such existing insurance policy, the premium therefor and the coverage of each policy is set forth in Exhibit 5.2.

### 5.3 Amendments

Except as may be required for the transactions contemplated

in this Agreement, no change or amendment shall be made in Seller's Certificate of Incorporation or By-Laws.

5.4 Other Material Commitments Except as set forth in this Agreement, or in the ordinary course of business, Seller will not enter into any material transaction or make any material commitment pertaining to or directly or indirectly affecting its Business.

5.5 Full Access and Disclosure

(a) Seller shall afford to Buyer and its counsel, accountants and other authorized representatives reasonable access during business hours to Seller's plants, properties, books and records in order that Buyer may have full opportunity to make such reasonable investigations as it shall desire to make; and Seller will cause its officers and employees to use its best efforts to furnish such additional financial and operating data and other information as Purchaser shall from time to time reasonably requests to the extent reasonably available, including, but not limited to, those items set forth on Exhibit 5.5. Prior to the Closing, the cooperation and assistance of Fred Anderson and other employees of Seller shall be provided by Seller without any cost to Buyer. Prior to and for a reasonable period after Closing, Buyer shall be given complete and unlimited access to Seller's computer system for the purpose of obtaining information relevant to the Business.

(b) From time to time prior to the Closing Date, Seller will promptly supplement or amend information previously

delivered to Buyer with respect to any material matter hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or disclosed.

5.6 Consents

Seller shall use its best efforts to obtain on or prior to the Closing Date, all consents necessary to the consummation of the transactions contemplated hereby.

5.7 Breach of Agreement

Seller will not take any action which if taken prior to the Closing Date would constitute a material breach of this Agreement.

VI. Covenants of Buyer

Buyer hereby covenants and agrees with Seller that:

6.1 Confidentiality

Buyer will, and will cause its principals, officers and other personnel and authorized representatives to, hold in strict confidence, and not disclose to any other party without Seller's prior written consent, all information received by it from Seller, Seller's officers, directors, employees, agents, counsel and auditors in connection with the transactions contemplated hereby, except as may be required by applicable law, or as may be necessary to arrange the financing desired to effect this transaction or as otherwise contemplated herein.

6.2 INTENTIONALLY DELETED

VII. Other Agreements of the Parties

7.1 Bulk Sales Law

Each of the parties shall comply with the provisions of the Bulk Sales Act as enacted by the State of New Jersey, N.J.S.A. 12A:6-101, et seq. The Seller agrees to indemnify and hold the Buyer harmless from and against any claims by any creditors of the Seller against the Assets, if:

(i) such claims arise out of the Seller's failure to provide information that was requested by Buyer permitting Buyer to comply with the provisions of the Bulk Sales Act; and

(ii) such claims arise from Seller's failure to pay or discharge when due any liability or obligation other than any liability or obligation assumed by the Buyer pursuant to the terms of this Agreement.

~~7.2 Seller's Covenant Not to Compete~~

~~Except as set forth in Section 7.7 and Article IX, Seller and Jerome Margolis ("Margolis") each covenant and agree that for a period of five (5) years from and after the closing date neither~~

~~will, directly or indirectly, alone or in concert, for itself/himself~~  
or as an agent of or with or on behalf of any other person, engage,  
be connected with or interested in, in the United States or anywhere  
in the World, in any business involving the design, invention,  
manufacture, distribution or sale of, or the soliciting or obtaining  
or acceptance of purchase or sale orders respecting any products  
directly related or similar to the Business unless Buyer agrees in  
writing to permit any of the above activities by the Seller and  
Margolis. For purposes of this Section 7.2 "directly or indirectly"  
shall include acting as an agent, partner, joint venturer, officer,  
director or affiliate of, or lender to, any business engaged in the  
restricted activity.

At all times during the five (5) year period of the  
restrictive covenant, Margolis shall not disclose or divulge or  
discuss with anyone his knowledge concerning any of the ideas,  
designs, secrets, processes, inventions, improvements, developments,  
customers and customer lists, pricing policies, customer orders,  
method of conducting business, and trade secrets made known to or  
developed or learned by him (either alone or jointly with others)  
with respect to the Business.

It is understood, agreed and acknowledged by Seller and  
Margolis that the remedy at law for any breach of the foregoing  
covenants will be inadequate and that Buyer shall be entitled to  
injunctive relief, (as well as damages and/or other legal and  
equitable relief, if applicable) in the case of any breach(es) or  
~~threatened breach(es) thereof. Each of the rights and remedies~~

~~provided for herein shall be independent of the other and shall be severally enforceable, and all of such rights and remedies shall be in addition to and not in lieu of any rights or remedies available to Buyer under law, in equity, or otherwise.~~

If any provision of the foregoing covenants is held wholly or partially unenforceable by a court of competent jurisdiction, such provision shall be deemed amended to permit Buyer to enforce such covenants to the maximum extent permitted by law.

Seller acknowledges that the foregoing covenants are essential to Buyer's willingness to enter into this Agreement and to consummate the transactions provided for herein, that each of such covenants are necessary for the protection of Buyer and that the ~~nature and scope of each such covenant is reasonable.~~

#### 7.3 Fees and Taxes

Seller shall pay all sales, use, and other taxes, state and federal, arising out of the transfer of assets hereunder. Buyer shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind or nature whatsoever related to Seller, the Assets, or the Business in respect of any period prior to the Closing Date, and Seller shall indemnify Buyer with respect thereto.

#### 7.4 Referral

From and after the Closing Date, the Seller, its officers, employees and agents shall promptly and accurately refer all governmental notices, patent, trademark and copyright notices, mail



and all written and telephone requests and inquiries which it may receive regarding the Business, to Buyer.

#### 7.5 Expenses

Except as otherwise expressly provided in this Agreement, Seller and Buyer agree to bear their respective expenses individually, each in respect of all expenses of any character incurred by it in connection with this Agreement or the transactions contemplated hereunder.

#### 7.6 Brokers

Seller and Buyer each agree to indemnify and hold harmless the other from and against and in respect of any claim for brokerage or other commissions relative to this Agreement, to the transactions contemplated hereby or the consummation thereof, based in any way on agreements, arrangements or understandings claimed to have been made.

#### 7.7 Returns

In the event Seller receives any returns of merchandise relating to the Business after the closing, or in the event Seller in the ordinary course of its business gives an allowance or makes payment to a customer respecting any transaction for which Seller either collected money or holds an account receivable, then Seller shall so notify Buyer in writing, and Buyer shall have a right of first refusal to purchase the returned merchandise at Seller's cost, or if Buyer does not exercise such right of first refusal within ten (10) days, Seller shall have the right to sell such merchandise.

#### 7.8 Rental Agreement

In the event that physical removal of the Assets by Buyer

from Seller's Pennington Street Plant does not occur for thirty-one (31) days after the closing, then the parties agree that Buyer shall pay Seller a storage fee of \$60.00 per day until the Assets are removed. Provided however, that Buyer shall not be obligated to pay such storage fee if the failure to remove the Assets is due to causes beyond Buyer's control.

#### VIII. Physical Inventory

Representatives of Seller and Buyer shall together take a physical inventory of all of the Assets being sold hereunder, such physical inventory to be taken at such time and in such manner as shall be agreed upon by the parties. The proceeds from goods shipped after the inventory has been counted shall belong to Buyer. Buyer shall have no obligation to purchase any inventory, work-in-process or finished goods unless the same are saleable in the ordinary course of business as of the Closing Date. For purposes of this Agreement, "saleable in the ordinary course of business" means that such inventory, work-in-process or finished goods, as the case may be, is in such new condition that it may be sold currently to regular customers of the Business at prevailing market prices. Any such inventory, work-in-process or finished goods which are damaged or do not conform to appropriate specifications may be rejected by Buyer, and will not constitute an asset to be counted hereunder; appropriate reductions in the purchase price respecting inventory, work-in-process or finished goods shall be made respecting all such rejected items. Upon closing, all inventory of the Business, whether

counted in the inventory or rejected due to damage, failure to meet specifications or otherwise at the option of Buyer, shall be the sole property of Buyer and shall be removed by Buyer. If Buyer does not exercise its option, the inventory shall belong to Seller and may be sold or otherwise disposed of by it.

**IX. Closing and Deliveries**

**9.1 Time and Place**

The closing hereunder shall take place at the offices of McCarter & English, 550 Broad Street, Newark, New Jersey, at 2:00 p.m. on August , 1987, or at such other date and place as may be agreed upon by the parties hereto, either such date being referred to in this Agreement as the Closing Date.

being referred to in this Agreement as the Closing Date.

**9.2 Delivery of Money, Instruments and Documents**

On the closing date, the parties will cause the following to be delivered:

(i) Seller shall deliver to Buyer:

(a) Bills of sale, assignments, and other instruments of transfer satisfactory to Buyer's counsel and sufficient to transfer to Buyer good, marketable and unencumbered title to all of the Assets of Seller being sold to Buyer hereunder.

(b) Such consents to the assignment of contracts and other material documents for which the consent of third parties is required by the provisions of this Agreement, including the consent of the Bankruptcy Court to the consummation of the

transactions and stating that the Assets are being sold free and clear of any liens, claims or encumbrances.

(c) A certificate of Seller's President stating that (i) corporate resolutions authorizing this Agreement and the transactions contemplated hereby have been duly adopted by Seller; (ii) all representations and warranties of Seller set forth in this Agreement are still true and correct as and at the closing date with the same effect as if made on the closing date; and (iii) all conditions of the obligations of Buyer required by Sections 10.1 through 10.8 have been satisfied.

(d) A fully executed restrictive covenant referred to in Section 7.3.

(ii) Lazere shall deliver to Seller:

(a) Bills of sale, assignments, and other instruments of transfer conveying all of Lazere's right, title and interest to the Assets being sold to Seller hereunder.

(b) Necessary UCC Termination Statements.

END OF PAGE

(iii) Buyer shall deliver to Seller:

(a) The checks referred to in Section 1.4 of this Agreement.

(b) A certificate of Buyer's President stating that (i) corporate resolutions authorizing this Agreement and the transactions contemplated hereby have been duly adopted by Buyer; (ii) all representations and warranties of Buyer set forth in this Agreement are still true and correct as and at the closing date; and (iii) all conditions of the obligations of Seller required by Sections 11.1, 11.2 and 11.3 have been satisfied.

#### 9.3 Possession

Immediately upon consummation of the closing, Seller and/or Lazere shall put Buyer into possession of all of the Assets purchased hereunder, as defined in Section 1.8.

#### 9.4 Assignment of Patents, Etc.

On the Closing Date, Seller and/or Lazere shall execute all documents and perform all acts necessary to assign all of its possessory rights in and to its patents, trademarks and other intellectual property being transferred to Buyer. All such assignments shall be in a form enabling them to be recorded in the United States Patent and Trademark office.

#### 9.5 Retrieval of Habitrail Data

Immediately upon closing, Seller shall request in writing (with copies to Buyer) from all third parties to whom information on the

"Habitrail" assets was given under confidentiality agreements, the original and all copies of all documents sent to those parties.

X. Conditions to Obligations of Buyer

The obligations of Buyer hereunder are subject to the satisfaction by or on behalf of Seller, on or prior to the Closing Date, of all the following conditions:

10.1 All representations and warranties of Seller contained in this Agreement and any written statement which shall be delivered by Seller and/or Lazere to Buyer pursuant to this Agreement shall be true on and at the Closing Date as though such representations, warranties and statements were made as and at such date, and shall be evidenced by the Certificate to that effect described in Section 9.2(1)(c).

10.2 Seller and/or Lazere shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, and such performance and compliance shall be evidenced by the Certificate to that effect described in Section 9.2(1)(c).

10.3 There shall not be any actual or known threatened action, investigation or proceeding by or before any arbitrator(s), or court or other governmental body or agency, which seeks to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or which materially and adversely affects the rights or ability of Buyer to own and operate the Business.

10.4 Seller shall have furnished to Buyer all information

and documentation respecting Seller, the Business and the Assets, and the transactions contemplated hereunder and as required by the provisions of this Agreement, and Buyer shall not have discovered any material error, misstatement or omission in the representations, warranties, covenants and agreements made herein by Seller, which Seller is unable to cure same within ten (10) days of notification.

10.5 Buyer shall have received from Clapp and Eisenberg, counsel for Seller, a favorable opinion dated the Closing Date satisfactory in form and substance to Buyer with respect to the matters set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.7, 2.10, 2.11 and 2.12 to the effect that (i) this Agreement and all documents to be executed and delivered hereunder by the Seller at the Closing are valid and binding upon the Seller and enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, moratorium or other laws or equitable principles affecting creditor's rights generally; and (ii) such counsel does not know of, or have any reason or grounds to believe that there has been any breach or violation by Seller of its Certificate of Incorporation or By-Laws or of any contracts, or any misrepresentations or omissions by the Seller in their representations, warranties, certificates or other documents made or delivered hereunder or in connection with the transactions contemplated hereby.

10.6 Buyer shall have received from Howard C. Miskin, patent counsel for Seller, a favorable opinion dated the Closing Date with respect to the matters set forth in Section 2.6 of this

Agreement Satisfactory in form to Buyer and its counsel.

10.7 Seller shall have received, at its sole cost and expense, the approval of Lazere and the United States Bankruptcy Court, to the sale of the Assets and other transactions contemplated by this Agreement.

10.8 Buyer shall have the right to waive any or all of the conditions set forth in this Article X, in whole or in part, except that no such waiver shall be effective unless made in writing, and no such waiver shall deprive Buyer of its right to damages (by way of offset to or deduction from the aggregate purchase price hereunder, or otherwise). Buyer and Seller agree that in the event the transactions contemplated hereunder are consummated, the consummation of such transactions shall not be deemed to be evidence that such conditions set forth in this Article X were satisfied.

#### XI. Conditions to Obligations of Seller

The obligations of Seller hereunder are subject to the satisfaction by or on behalf of Buyer, on or prior to the Closing Date, of all the following conditions:

11.1 All representations and warranties of Buyer contained in this Agreement and any written statement which shall be delivered by Buyer to Seller pursuant to this Agreement shall be true on and as of the Closing Date as though said representations, warranties and statements were made as and at such date, and shall be evidenced by the Certificate to that effect described in Section 9.2(ii)(b).

11.2 Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the closing date, and such



performance and compliance shall be evidenced by the Certificate to that effect described in Section 9.2(ii)(b).

11.3 Seller shall not have discovered any material error, misstatement or omission in the representations and warranties made herein by Buyer.

11.4 Seller shall have the right to waive any or all of the conditions set forth in this Article XI, in whole or in part, except that no such waiver shall be effective unless made in writing, and no such waiver shall deprive Seller of its right to damages (by way of offset to or deduction from the aggregate purchase price hereunder, or otherwise). Buyer and Seller agree that in the event the transactions contemplated hereunder are consummated, the consummation of such transactions shall not be deemed to be evidence that such conditions set forth in this Article XI were satisfied.

#### XII. Casualty or Loss

In the event that there shall have been suffered between the date hereof and the Closing Date by Seller any casualty or loss to the Business, which casualty or loss does not materially and adversely affect, at the time of the Closing, the Business, then at the Closing, in addition to all other closing transactions, all insurance proceeds and claims to insurance proceeds or other rights of Seller against third parties arising from such casualty or loss shall (to the extent assignable under applicable law and the applicable insurance policy) be separately assigned by Seller to Buyer. To the extent not so assignable, such claims may be pursued by Buyer, for its own account and benefit, in the name of Seller.

XIII. Termination and Abandonment

13.1 Method of Termination

This Agreement may only be terminated and the transactions herein contemplated may only be abandoned at any time notwithstanding approval thereof by either party's directors or shareholders, but not later than the Closing Date:

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

(b) by the Seller or the Buyer if this Agreement is not consummated on or before the Closing Date, if and only if the conditions set forth in Sections X and XI, respectively, have not been satisfied.

13.2 Procedure Upon Termination

In the event of termination and abandonment pursuant to Section 13.1 hereof, this Agreement shall terminate and shall be abandoned, without further action by any of the parties hereto. If this Agreement is terminated as provided herein:

(a) each party will redeliver all documents and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same;

(b) all information received by any party hereto with respect to the business of any other party (other than information which is a matter of public knowledge or which has heretofore been or is hereafter published in any publication for public distribution or filed as public information with any governmental authority) shall not at any time be used for the

advantage of, or disclosed to third parties by such party;

(c) no party hereto shall have any liability or further obligation to any other party to this Agreement;

(d) the deposit plus interest shall be returned to the Buyer; and

(e) each party shall bear its own expenses as provided in Section 7.6.

#### XIV. Survival of Warranties; Indemnification

14.1 All the representations, warranties, covenants, guarantees and agreements of Buyer and Seller and/or Lazere as set forth in this Agreement, or in any document to be delivered pursuant hereto, shall survive the Closing Date and the consummation of the transactions contemplated hereunder. Seller and/or Lazere and Buyer shall each be entitled to rely on the representations and warranties made pursuant to this Agreement, notwithstanding any investigation conducted before or after the closing date for or on behalf of either party.

14.2 Seller shall indemnify Buyer after the closing date against and in respect of any and all loss, cost, damage or deficiency, including reasonable attorneys' fees, arising out of any material misrepresentation or breach of warranty, or material breach of covenant or agreement, on the part of Seller. In the event that any third party shall assert any claim against Buyer which, if successful, might result in a breach or default hereunder by Seller, Buyer shall notify Seller in writing of such claim and Seller shall have the right to participate in the defense thereof and to be

represented at its own expense by counsel to be selected by Seller, and Buyer agrees not to compromise or settle any such claim without the prior written approval of Seller.

14.3 Buyer shall indemnify Seller after the closing date against and in respect of any and all loss, costs, damage or deficiency, including reasonable attorneys' fees, arising out of any material misrepresentation or breach of warranty, or material breach of covenant or agreement, on the part of Buyer. In the event that any third party shall assert any claim against Seller which, if successful, might result in a breach or default hereunder by Buyer, Seller shall notify Buyer in writing of such claim and Buyer shall have the right to participate in the defense thereof and to be represented at its own expense by counsel to be selected by Buyer, and Seller agrees not to compromise or settle any such claim without the prior written approval of Buyer.

#### XV. Miscellaneous

##### 15.1 Amendment and Waiver

This Agreement may be amended or modified at any time and in any respect, but only by an instrument in writing duly executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver in any given instance constitute a continuing waiver in respect of such instance. No waiver shall be binding unless executed in writing by the party making the waiver.

15.2 Parties in Interest; Agreement

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the undersigned parties and their respective heirs, distributees, legatees, personal and legal representatives, devisees, successors and assigns. Neither this Agreement nor any rights created hereunder shall be assignable by either party without the express written consent of the other party. Nevertheless, the Buyer may have a wholly owned subsidiary take title to the Assets.

15.3 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be sufficient if delivered in person or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows (or to such addresses as any of the following may from time to time give in the manner provided in this Section 11.3):

If to Seller to:

Metaframe, Inc.  
164 Pennington Street  
Newark, New Jersey 07102

with a copy to Seller's attorney:

William S. Katchen, Esq.  
Clapp & Eisenberg  
80 Park Plaza  
Newark, New Jersey 07102

If to Lazere to:

Lazere Financial Corporation  
60 E. 42nd Street  
New York, New York 10016  
Attn: M. R. Lazere, President

with a copy to Lazere's attorney:

Harvey Reich, Esq.  
Javits, Robinson, Brog, Leinwand & Reich, P.C.  
1345 Avenue of the Americas  
New York, New York 10105

If to Buyer, to:  
Rolf C. Hagen (USA) Corp.  
50 Hampden Road  
P.O. Box # 634  
Mansfield, MA 02048  
Attention: Rolf C. Hagen

with copy to Buyer's attorneys:

Bingham, Dana & Gould  
100 Federal Street  
Boston, MA 02110  
Attention: Henry S. Healy, Esq.

#### **15.4 Further Assurance**

Each party agrees that upon request of the other party it will, from time to time, execute and deliver to the other party all such instruments and documents of further assurance or otherwise, and will do any and all such acts and things as may reasonably be required to carry out its obligations hereunder and to consummate the transactions contemplated hereby; and as may be necessary or reasonably desirable for obtaining, sustaining, reissuing, or renewing any of the intellectual property rights assigned hereunder and for perfecting, affirming, recording, and maintaining the title of Buyer, its successors, and assigns thereto, and that the Seller will generally cooperate to the fullest extent in all matters relating to the intellectual property rights and to Buyer's title thereto.

### 15.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, or to be otherwise unenforceable, it shall be deemed amended to permit its enforcement to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

### 15.6 Headings

Introduction hearings at the beginning of any Article or Section of this Agreement are solely for the convenience of the parties and shall not be deemed to be a limitation upon or description of the contents of any such Article or Section.

### 15.7 Expenses

Unless expressly provided to the contrary, any undertaking or covenant by a party shall be effectuated at such party's sole cost and expense.

### 15.8 Entire Agreement

This Agreement and the Exhibits, Schedules and Appendices attached hereto supercede any and all other understandings and agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and contain all covenants and agreements between the parties hereto with respect to such subject matter.

15.9 Governing Law

This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of New Jersey.

15.10 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Agreement of the date first set forth above.

Attest:

ROLF C. HAGEN (USA) CORP.

By: \_\_\_\_\_

METAFRAME, INC.

By: \_\_\_\_\_

HABITRAIL CORPORATION

By: \_\_\_\_\_

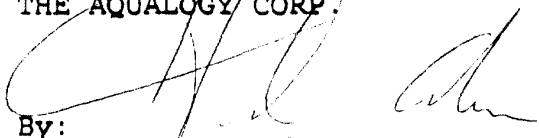
LAZERE FINANCIAL CORP.

By: \_\_\_\_\_

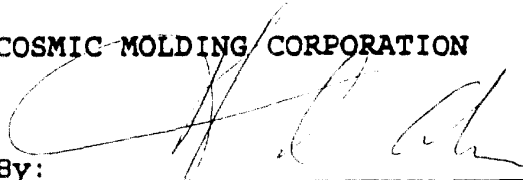


To the extent that The Aqualogy Corp., a New York corporation, or Cosmic Molding Corporation, a New Jersey corporation, have any interest in the Assets being transferred herein, said corporations hereby transfer all their right, title and interest, and agree to execute and deliver such further instruments as may be requested by Buyer to confirm or perfect such transfer, if any, in the Assets to the Buyer.

THE AQUALOGY CORP.

  
By: \_\_\_\_\_  
Its: USA

COSMIC MOLDING CORPORATION

  
By: \_\_\_\_\_  
Its: USA

EXHIBITS FOR  
HABITRAIL AGREEMENT  
PHASE II

EXHIBIT 1.1(iii)

TANGIBLE PERSONAL PROPERTY

ADDITION TO EXHIBIT 1.1(iii)

Additional Tangible Personal Property:

Stamping Dies for:  
at Arrow Metal

Main Housing Cover  
JR Cover  
Rec Rear Cover  
Sky Pet House Cover  
T-Vent  
Shield w/o Hues

Stamping Die for:  
At Highland Mfg.

Protector

LISTING OF MOLDS FAXED TO BOB P 6/17/87 AT FRED'S REQUEST  
 "EXISTING OF MOLDS REQUIRED TO IMPROVE PRODUCT LINE"  
 (INCLUDES SUCH UNATTACHED PARTS WHICH ARE PART OF INDIVIDUAL MOLDS)  
 CASE "D": HABITRAIL

<u>MOLD #</u>	<u>DESCRIPTION</u>
588-1	Large Main House
588-2	Large Main House (MODIFIED TO CITY GINE BASE)
589	Tube Guide Half
590	Tube Half Penthouse & Circus Cht.
591-1	Sky House
591-2	Sky House
592	Water Bottle Adaptor
593	Wheel & Axle
594-1	Fun House
594-2	Jr. Main House
595	Curiosity Cube
596	Tube Half (MULTI-CAVITY MOLD) 6 CAV.
597-1	Toe Half
597-2	Toe Half
598	Wheel House
599	Playwheel & Base
600	Detant Hatch
601-1	Housing Coupler
601-2	Housing Coupler
602	Deluxe Base House
603	Jr. Base House
604-1	Accessory Coupler
604-2	Accessory Coupler
605	Wheel Retainer
606	Main House Latch
607	Water Bottle
631	Conversion Kit Cover
632	Latch
633	Large Water Bottle
651	Sky Lounge
652	Platform Assy. Sky Restaurant
653	Spinner
654	Spinner
-667	Axle Wheel & Yoke
-668	Wheel Front & Rear
-669	Disc. Wheel
-670	Wheel- Left & Right
-671	Locomotive Right & Left
-672	Spoiler
-673	Racer
710	4-Cavity for Cube

TRADEMARK

REEL: 1770 FRAME: 0294

HABITRAIL (Cont'd.)

<u>MOLD #</u>	<u>DESCRIPTION</u>
711	4- Cavity For Bin Feeder
712	Base & Cover Bin Feeder
718	Ladder, Trap Door & Tube
720	Blow Mold for Module
748	Whirl-A-Wheel
772	Habitrail Maze
773	Habitrail Maze Base
774	Hab. Circus Base & Dome
785	Cover Adaptor
786-B	U-Turn

ADDED SINCE 12/82:

ROOF ~~FOR~~ FOR (202 COTTAGE)  
 ("STACKABLES")  
 11" FLAT ROOF FOR STACKABLE  
 11" PEAKED " " "  
 16" FLAT " " "  
 11" STACKABLE BASE FOR "  
 16" " " FOR "  
 TUBE MOLD (1 CAVITY FOR 1/2 TUBE)

FIXED 6/17/87  
ATT: BOB PER

METAFRAM . INC

(3)

ADDITION TO EXHIBIT 1.1 (iii)

ADDITIONAL TANGIBLE PERSONAL PROPERTY:

STAMPING DIES FR: MAIN HOUSING COVER

AT ARROW METAL

SR COVER

PER REAR COVER

SKY PEX HOSE COVER

T-VENT

SHIELD w/o HOSE

STAMPING DIE FR: <sup>FR</sup>

AT HICKMAN MFG

PROJECTOR  
PROTECTOR

TRADEMARK

REEL: 1770 FRAME: 0296

Tools @ o/s rooms

TRUCK

Part #

100-466

100-462

Description

Wheel & Axle

Wheel Noise

TRUCK

100-467

163-409

101-460

101-460

101-661

Oil Working (See 101-460 for noise)

Oil Working Body

Sign

Tank Topper Cover

Wrench for TR Tank

T+S

100-460-100

U-Tank

EM

100-462

Take 1/2-day Pet Noise

AIR MOLDED PRODUCTS

XX100-801 SMALL WATER BOTTLE  
XX101-662 LG WATER BOTTLE

*This is a master list. The representation is to Habitat*

RTE AEROVOX, INC.

44420-605 COIL W/LINE CORD ASSY

*Aerial only. This master list includes all vendors and all components purchased as to sub Habitat assets. For any components*

ALBEST METAL STAMPING

XX073-025 HOOP-CIRCUS

*requiring tapes, plates, films, cutting dies, rubbers and similar and related items.*

ALLIANCE PLASTICS, INC.

32200-002 CAP 114-CONV UNITS  
32200-003 CAP #A-1  
32200-004 CAP #A 7/8

*the vendor noted is in possession of such items. Seller's only obligation for delivery is specified in Section 1.8.*

AMERICAN INSULATED

XX050-104 6' UL LINE CORD BLACK

AMSCO-WIRE PRODUCTS

44420-301 SHAFT

*Master Control List of All Metafame Vendors*

ARROW METAL STAMPING

XX010-592 SHIELD W/O HOLES  
XX050-401 MAIN COVER FOR DLX  
XX050-402 COVER FOR SKY PET HOUSE  
XX050-404 REC ROOM METAL COVER  
XX050-560 TEE-VENT  
XX050-561 JR. COVER-HABIT

*They would have stamping die, etc.*

ASSOCIATED PACKAGING

11150-002 M/C POWER PAD  
43480-980 DISPLAY CARTON B/W-COCO CART.  
55500-900 S/PKG-BASIC UNIT  
XX080-539 DIE CUT INSERT FOR HABIT DLX  
XX080-540 PLATFORM INSERT-JR. HABITRAIL  
XX080-807 CORR.SHT-12 X20 FOTO BKG  
XX080-808 CORR.SHT-16X24 FOTO BKG.  
XX080-809 CORR. SHT.-18X36 FOTO BKG.  
XX081-524 S/PKG-HABIT. DLX  
XX081-525 S/PKG-STARTER SET  
XX081-706 S/PKG-HABIT MAZE

*Does Not Separate Has Control*

AVIONICS PLASTICS CORP

21620-001 TOP HOUSING FILTRIX  
21620-002 BOTTON HOUSING FILTRIX  
44413-003 150 PAD RETAINER



XX100-199 115-118 AIR STEM

**B & D SUPPLY INC.**

XX071-712 GASKET-SKY SPINNER

**KAMAN BEARINGS**

XX041-311 TUBE LOCKTITE ADHESIVE

**BAG PACKAGING CORP.**

12010-003 POLY BAG FILTER SAVER

43419-101 PLAIN POLY BAG

XX090-846 POLY BAG

**BELAIR ENTERPRISE**

XX061-111 15W FLUOR BULB

**BERTON PLASTICS, INC.**

XX111-004 SILICONE RTV-108 /10.5 OZ CART

**BETA MANUFACTURING**

44420-700 SILICON STEEL-10/20-150E SK-9Y

44420-897 ASSEMBLY CHG -01

**BLUM FOLDING PAPER BOX**

12950-900 S/PKG-MONSTER SHARK

44414-901 REV. 150 SALES CARTON

44420-900 S/PKG-10/20 FILTER

XX091-233 S/PKG-150 DYN

**BOND ADHESIVES CO.**

XX041-312 CONTACT CEMENT BOND

**CAPTIVE PLASTICS**

98201-100 16 OZ CYLINDER BOTTLE

**CARRERA GRAPHIC ASSOC.**

10120-017 I/S POWER 1 -1P/1S 8.5X11

44420-940 I/S 10/20 -1P/1S 8.5X11

55500-940 HABITRAIL OWNER'S GUIDE REV.

XX131-070 I/S BUBBLE-UP -1P/2S 6.5X5.5

XX131-079 I/S TANK TOPPER -1P/2S 8.5X11

XX131-114 I/S RACER -1P/1S 8.5X11

XX131-119 I/S SKY SPINNER

XX131-138 I/S DINNING ROOM -1P/1S 2.5X6

XX131-186 I/S MAZE -1P/1S 8.5X11

TRADEMARK

REEL: 1770 FRAME: 0299

## COATS AND CLARK, INC.

XX101-287 RED PLASTIC SCREW-HABIT

## CORRUGATED CONTAINER

43419-910 M/C FILTERING MATERIALS

43470-910 M/C 3PK CARTRIDGE BOX

XX081-363 M/C HABIT, MAIN SETS

XX082-052 S/PKG-CROSSROAD

XX082-541 M/C-115 BUBBLE UP

XX082-588 M/C-SKY PET HOUSE

XX082-592 M/C-CURIOSITY CUBE

XX082-635 M/C-MIDNIGHT BLANKET

XX082-642 M/C-TANK TOPPER

## COSMIC HOLDING

10120-001 TANK FOR POWER ONE

10120-002 POWER ONE PUMP PARTS

10120-003 PLATFORM

10300-001 POWER MASTER TANK

10300-009 1" STRAINERS

10600-002 PLATFORM-LONG TUBE

10610-002 EXTRA LG PLATFORM LG TB

14210-005 ELEOV/BIG-GRADE+ UGF

14210-007 PLATE CAP-BIG GRADE+ UGF

21611-001 PLATFORMS-5 1/2 HI FI II

21612-002 LEFT PLATFORM-HIFI II 10 GAL.

21612-003 RIGHT PLATFORM-HIFI II 10 GAL.

21613-001 LEFT PLATFORM-15/20 HIFI

21613-002 RIGHT PLATFORM-15/20 HIFI

43451-001 410 CART INSERT

43461-001 INSERT-150 CART

44310-010 TANK

44310-011 GREEN TOP HOUSING

44310-012 IMPELLER

44310-013 GREEN MOTOR SUPPORT

44310-015 310 TOP HSG-REV

44400-001 TANK

44400-003 TOP HOUSING

44400-004 FAN WHEEL

44400-005 450 IMPELLER BASKET

44400-006 MOTOR BASKET

44400-008 IMPELLER BUSHING

44413-050 MODIFY FLOW STRAINER

44414-001 150 MOTOR BASKET - REV.

44420-001 TANK FOR 10/20 DYN FILTER

44420-006 150 ECONOMY ADAPTER

44420-007 MOTOR HOUSING

44420-008 MOTOR HOUSING COVER-44419

44420-010 INTERMEDIATE RING 150E

44450-001 COVER FOR DYN 150 FILTER

55564-001 REAR WHEEL-RACER

55565-001 LG WHEEL ASS'Y

TRADEMARK

REEL: 1770 FRAME: 0300

55575-003 STACKABLE COUPLER  
 XX100-450 TOP HOUSING FOR HABIT DLX  
 XX100-451 TUBE 1/2 GUIDE  
 XX100-452 TUBE 1/2-SKY PET HOUSE  
 XX100-453 SKY PET HOUSE MOLD & ASS'Y -01  
 XX100-454 WATER BOTTLE ADAPTER  
 XX100-457 CURIOSITY CUBE BULK  
 XX100-458 LG TUBE 1/2  
 XX100-459 T-1/2 FOR CROSSROAD  
 XX100-463 MINI GYM WHEEL  
 XX100-464 MINI GYM BASE  
 XX100-465 DETENT LATCH-HABIT  
 XX100-466 ORANGE COUPLER-HABIT  
 XX100-467 HABIT DELUXE BASE  
 XX100-460 JR. BASE FOR HABIT  
 XX100-469 YELLOW COUPLER-HABITRAIL  
 XX100-470 WHEEL RETAINER HABIT,  
 XX100-476 MOTOR SUPPORT-DYN 150  
 XX100-478 MAIN LATCH-HABIT  
 XX100-568 RETAINER/PLAY WHEEL  
 XX101-210 BODY-WILDFIRE  
 XX101-211 REAR WHEEL FOR EXPRESS  
 XX101-212 FRONT WHEEL-RACER  
 XX101-213 FRONT AXLE-WILDFIRE  
 XX101-214 REAR AXLE-WILDFIRE  
 XX101-215 SPOILER-RACER  
 XX101-218 DISC FOR HABIT EXPRESS  
 XX101-219 BODY LEFT FOR EXPRESS  
 XX101-220 BODY RIGHT-HABIT EXPRESS  
 XX101-245 24" BASE W/CARS ASS'Y  
 XX101-282 BODY SPEEDSTREAK  
 XX101-283 FRONT AXLE-SPEEDSTREAK  
 XX101-285 REAR AXLE-SPEEDSTREAK  
 XX101-377 CUBE 1/2-OPEN  
 XX101-378 CUBE 1/2-CLOSED  
 XX101-383 SNACK BAR BASE  
 XX101-384 SNACK BAR BIN  
 XX101-385 SNACK BAR COVER  
 XX101-392 HOUSING MOLD & ASS'Y  
 XX101-393 TUBE 1/2 BOTTOM  
 XX101-440 310 REV. IMPELLER  
 XX101-465 150 DYN TANK  
 XX101-472 150 TOP HOUSING  
 XX101-794 MAGNET RETAINER-150 DYN  
 XX101-850 HOUSING MOUNT  
 XX102-001 DYN 150 IMPELLER  
 XX102-045 CLEAR VINYL CONN 1"  
 XX102-061 TOP HOUSING FOR MAZE  
 XX102-062 MAZE BASE  
 XX102-071 CHUTE HALF-LEFT-CIRCUS  
 XX102-072 CHUTE HALF-RITE-CIRCUS  
 XX102-108 ADAPTER FOR DLX HOUSING  
 XX163-906 SKY PET HOUSE ASS'Y BULK  
 XX163-910 SPINNER ASS'Y  
 XX163-921 CIRCUS TOWER DOME ASS'Y  
 XX163-934 #44115 FILTER PART ASSEMBLY

TRADEMARK

REEL: 1770 FRAME: 0301

## VENDOR / RAW MATERIALS REPORT

XX163-935 118 FILTER PART ASSY  
XX163-936 WHIRL-A-WHEEL ASS'Y

## E.J. DARBY &amp; SON

XX010-602 WIRE MESH BULK

## DEKA PLASTICS, INC.

55540-002 COZY COTTAGE ROOF  
55569-002 SMALL PEAKED ROOF  
55570-001 LARGE STACKABLE HOUSING  
55572-001 SMALL HOUSING  
55573-002 SMALL PEAK ROOF - ASST COLORS

## DELFO RD IND INC.

10120-012 STEP RUBBER WASHER  
44400-300 FAN STOP

## DICON, INC.

43419-199 DIE CUTTING CHG 150E  
43461-199 DIE CUTTING CHG 150 CART PAD  
43469-199 10/20 CART PAD DIE CUTTING CHG

## DIRECT PRESS MOD LITHO

55575-990 STICK/STACKABLES FLYER

## DUONER &amp; SMITH

10300-023 METHYLENE CHLORIDE

## EAST COAST LABS

XX111-801 YELLOW CONCENTRATE IMP 2015D

## ELDON HARDWARE CO. INC

10300-011 #6X3/4" PHILLIPS SCREW

## ENTERPRISE CORRUGATED

10500-011 S/CTN WITHOUT LABEL  
14279-911 LG. B/G M/CTN 24 1/8X23 1/2  
14230-910 30 CAL. BIOGRADE M/C  
43419-910 M/C FILTERING MATERIALS  
13430-919 COCD CART. DISPLAY SLEEVE  
44310-910 M/C 310 DYNAFLO  
10300-367 100 CN SALES PKG  
XX090-620 S/PKG-TANK TOPPER  
XX090-787 CORRUGATED INSERT-DYN 150  
XX091-242 S/PKG FOR CUBE  
XX091-256 M/C-REC ROOM  
XX082-051 M/C FOR TUBES

TRADEMARK

REEL: 1770 FRAME: 0302

XX082-542 M/C 118 B/U  
 XX082-589 M/C-SKY RESTAURANT  
 XX082-590 M/C BIG WHEEL HOUSE  
 XX082-591 M/C-MINI GYM  
 XX082-638 M/C-STARTER SET  
 XX082-639 M/C FOR ADD ON

## ENVIROCHEM, INC.

98201-899 VENDOR MAT'L & LABOR CHG-01  
 98301-899 VENDOR MAT'L & LABOR CHG-01

## EYELET CRAFTERS INC.

XX070-515 WATER BOTTLE EYELET

## FALCON SUPPLY CO., INC.

55500-700 2" CLEAR TAPE  
 XX141-303 898 FILAMENT TAPE 1/2"  
 XX141-310 2 1/2" REINFORCED TAPE  
 XX141-905 24 X 36 TISSUE PAPER

## FOREMOST CORRUGATED CO

55570-910 M/C-LARGE FLAT ROOF  
 55571-910 M/C-LARGE PEAKED ROOF  
 55572-910 M/C-SMALL FLAT ROOF  
 55573-910 M/C-SMALL PEAKED ROOF  
 55619-910 M/CTN-STICKABLES DISPLAY  
 55619-915 RSC FOR STICKABLES DISPLAY  
 55619-980 STICKABLES DISPLAY & INSERT  
 55620-915 MAILING TUBE-STICKABLES POSTER

## FRENCH COLOR &amp; CHEMICAL

98201-700 PERFUME BOUQUET #928

## G &amp; L MOLD &amp; TOOL

XX100-456 TOP HOUSING-STARTER  
 XX100-467 HABIT DELUXE BASE  
 XX101-392 HOUSING MOLD & ASS'Y  
 XX101-393 TUBE 1/2 BOTTOM  
 XX101-394 LADDER-REC ROOM  
 XX101-395 TUBE 1/2 TOP-REC ROOM  
 XX101-396 RED BALL-REC ROOM  
 XX101-397 TRAP DOOR  
 XX111-818 LOW DENSITY MAT POLYET  
 XX170-059 GP CRYSTAL STYRENE

## GENERAL PLASTIC EXT.

14210-003 3/16" X 14" AIRLINE TUBE  
 14255-002 1" X 20 1/2" LIFT TUBE  
 14275-003 3/16" X 28 1/2" AIR TUBE

TRADEMARK

REEL: 1770 FRAME: 0303

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METAFRAME, INC.  
CENDOR / RAW MATERIALS REPORT

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23200-006 2" CONNECTOR  
XX101-106 3/16" X 2 1/4" FLEXIBLE P.V.C.  
XX101-187 BASE STRIP-HABIT DLX  
XX101-188 BASE STRIP FOR JUNIOR HABIT  
XX101-398 STRAP-REC ROOM

GLOBE DIE CUTTING

55504 930 PLAYGROUND INSERT  
XX080-547 CORR. SPACER-CROSSROAD  
XX080-552 D/C DIV SUPPORT-TUBE  
XX080-675 INSERT/ SKY RESTAURANT  
XX080-784 DIE CUT TRAY-CUBE  
XX080-785 TOP SUPPORT-CORR.

GOULDMARK PLASTIC

05000-003 CELOGEN AZ-130 IN  
05100-001 POLYPROPYLENE IN  
05300-001 HI IMPACT POLYSTYRENE  
05400-009 BLACK ABS  
44310-701 NYLON 6/6 NATURAL  
XX111-005 ABS NATURAL  
XX111-006 CELCON  
XX111-818 LOW DENSITY MAT POLYET  
XX111-848 KRO-1 RESIN  
XX111-860 HIGH DENSITY POLYETHYLENE  
XX170-059 GP CRYSTAL STYRENE

STEPHEN GOULD CORR.

05100-001 POLYPROPYLENE IN  
12950-910 AQUA-STICKABLES M/C  
12950-915 AQUA-STICKABLES DISPL/SHPR  
44414-910 REVISED DYNAFLO 150 M/C  
44421-911 M/C 10/20 COMBO  
XX111-818 LOW DENSITY MAT POLYET  
XX170-059 GP CRYSTAL STYRENE

CHILDREN PRODUCTS CORP.

12950-990 MONSTER SHARK PROMO STREAMER  
55620-920 PET SHOP  
55621-920 MARKET  
55622-920 GAS STATION  
55623-920 FIRE HOUSE  
55624-920 CHIMNEY / WINDOW ACCY SHEET  
55625-920 PLANT ACCESSORY SHEET  
55626-920 BROWNSTONE 1ST FLOOR  
55627-920 BROWNSTONE 2ND/3RD FLOOR  
55628-920 VICTORIAN 1ST FLOOR  
55629-920 VICTORIAN 2ND FLOOR  
55630-920 OFFICE BLDG 1ST FLOOR  
55631-920 OFFICE BLDG 2ND/3RD FLOOR

TRADEMARK

REEL: 1770 FRAME: 0304

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METAFRAME, INC.  
VENDOR / RAW MATERIALS REPORT

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HAWTHORNE SPRING CO.

XX050-306 S/S TUBE GUIDE RETAINER  
XX073-022 WIRE HANGER-BIG WHEEL

HEYCO MOLDED

XX061-515 WIRE CONNECTOR 71B

HIGHLAND MANUFACTURING

XX050-105 PROTECTOR-HABIT

HUNTER MILLS CORP.

XX120-210 GARNETTED FIBER

IMPERIAL COLOR CORP.

11414-700 TRANSGREEN #4373H  
44417-700 TRANS GREEN #4184H  
55568-700 ORANGE CRYSTAL #8075-D  
55585-701 ORANGE COLOR IMPERIAL3564  
XX110-817 YELLOW #8540 FOR PE  
XX110-818 ORANGE CONCENTRATE #8075A  
XX111-000 BLACK NO-DUST COLOR  
XX111-001 RED POWDER FOR WILDFIRE  
XX111-002 BLUE POWDER FOR SPEEDSTREAK  
XX111-007 WHITE CONC. FOR POLYETHYLENE  
XX111-008 RED TRANSPARENT DUST #3032D  
XX111-801 YELLOW CONCENTRATE IMP 2015D  
XX111-802 RED TRANS CONCENTRATE  
XX111-804 BLK CONCENTRATE #70071C

INTERWORLD BUS. PROMO.

XX304-001 AIRSTONE W/NOZZLE

J & J STEEL RULE DIE

J & J STEEL RULE DIE

11100-199 8 X 3 DIE CUTTING CHG  
11360-199 12 X 4 DIE CUTTING CHG  
11360-899 PACKOUT CHG 11360  
11365-899 PACKOUT CHG 11365  
12010-001 NYLON FILTER SAVER BAG  
12036-001 NYLON BAG-LG F.S.  
43114-199 DIE CUTTING 150 BULK PAD  
43419-199 DIE CUTTING CHG 150E  
43451-199 410 PAD DIE CUTTING CHG

TRADEMARK

REEL: 1770 FRAME: 0305

## VENDOR / END MATERIALS REPORT

## JAKEL MOTORS

10300-400 JAKEL MOTOR-POWER MASTER  
 XX062-001 MOTOR-110V 150 BYN UL

## LABEL GRAPHICS MFG

XX130-588 LABEL SKY RESTAURANT - DECAL

## LABEL MASTER

55604-920 LABEL CORRECTION SLEEP DEN S/P  
 XX091-172 DECAL SHEET-CIRCUS  
 XX130-596 DECAL HABIT EXPRESS  
 XX130-597 DECAL SHT-WILDFIRE  
 XX130-638 DECAL-SNACK BAR

## LEWCOTT CHEMICALS &amp;

10300-300 12 X 4 COCO PAD MAT & LABOR  
 43419-301 150 E. COCO PAD  
 43470-301 10/20 COCO PAD  
 43480-300 DIE CUT PAD FOR COCO CART

## LIN PAC CORRUGATED

55573-900 S/C-SKALL PEAKED ROOF  
 55575-930 STACKABLE INSERT  
 XX080-541 MID-INSERT/JR.HABIT.  
 XX030-550 D/C TRAY FOR TUBES  
 XX081-706 S/PKG-HABIT MAZE

## LOWELL PAPER BOX CO.

44419-900 S/PKG-150 ECONOMY FILTER  
 44420-900 S/PKG-10/20 FILTER  
 55506-950 HABIT HANGER CD  
 55510-900 S/CTN-BIG WHEEL  
 55528-900 S/PKG-WHIRL-A-WHEEL  
 XX092-541 S/PKG-115 BUBBLE UP  
 XX092-542 S/PKG-BIG BUBBLE UP  
 XX092-588 S/PKG-SKY PET HOUSE  
 XX092-589 S/PKG-SKY RESTAURANT  
 XX092-591 S/PKG-MINI GYM  
 XX092-592 S/PKG-CURIOSITY CUBE

## M.F. SUPPLY

10120-015 #6X3/4" HEX SCREW  
 XX070-129 1/2 X 1/8 TYPE B R/H SCREW  
 XX070-154 SCREW-4 X 3/8 CAD. PLATE  
 XX070-204 HEX BOLT 6/32 X 1 5/16  
 XX070-406 ADORN NUT 6 X 32

TRADEMARK

REEL: 1770 FRAME: 0306



VENTOR / RAW MATERIALS REPORT

MAGNO-CERAM COMPANY

44420-200 10/20 MAGNET  
44420-607 MAGNETIZATION CHGE 01

MAJESTIC EXTRUDERS, INC

14210-002 1" X 9 1/4" TUBE  
14210-003 3/16" X 14" AIRLINE TUBE  
14220-002 1" X 12 1/2" TUBE  
14229-002 3/16" X 22 1/2" AIRLINE TB  
14255-002 1" X 20 1/2" LIFT TUBE  
14275-002 1" X 26 1/2" TUBE  
14275-003 3/16" X 28 1/2" AIR TUBE  
14429-003 1" X 14 1/2" TUBE  
21511-101 3/4 X 6 1/2 TUBE RIGID  
32200-001 POWER GRAVEL CONV UNIT TB  
XX101-106 3/16" X 2 1/4" FLEXIBLE P.V.C.  
XX101-187 BASE STRIP-HABIT DLX  
XX101-573 1" X 3" CAB OR PVC TUBING  
XX101-574 1" X 4 1/4" CAB  
XX101-894 REAR EXTRUSION - 15"  
XX101-896 30" EXTRUSION FOR HOODS

MAJESTIC PACKAGING CO.

11150-001 SALES BOX 11-150  
11365-001 SALES BOX 11-365

MARGLO PACKAGING

43461-100 FOLY BAG FOR 150 CART  
43491-100 METALIZED POLY BAG-COCO 3/PK

MARKING DEVELOPMENT

XX141-310 2 1/2" REINFORCED TAPE

MASON TRANSPARENT

43414-100 SALES POLY 150 PAD 6/POLY  
43421-100 150E METALIZED COCO S/P  
43471-100 10/20 MET. COCO POLY BAG  
43472-100 10/20 3 PK METALIZED COCO S/P  
43480-100 METALIZED POLY BAG-150 COCO  
43481-100 METALIZED POLY BAG-COCO 3/PK

MC NICHOLS CO.

XX010-602 WIRE MESH BULK

MENASHA CORP.

10120-016 SALES CARTON-POWER ONE  
10300-015 SALES CARTON W/INSERT

TRADEMARK

14210-001	S/PKG-10G BIO-GRADE PLUS
14220-001	S/PKG-15/20H BIOGRADE
14255-001	S/PKG-40/55 BIOGRADE UGF
32200-005	S/PKG-200 CONV UNITS
32400-001	S/PKG-400 CONV UNITS
44310-900	SALES CARTON
44450-900	SALES CARTON

**METROPOLITAN STAPLE**

XX141-623 STAPLE #736-SM 5/8" (4RL/CS)

**MILLER PRODUCTS CO.**

44420-300 SHAFT MOUNT

**MOL DTEK, INCORPORATED**

10330-002	IMPELLER PARTS-PWR MASTER
10390-003	MOTOR PARTS
10600-001	IMPELLER PARTS-PWR+ 600
12089-001	ARB SPOUT & BY-PASS TUBE
14410-001	MOTOR TOP-POWER GRAVEL
14410-002	IMPELLER PARTS

**MOUNTAIN TOP PKG.**

12010-003	POLY BAG FILTER SAYER
XX090-820	POLY BAG-HABIT

**MUNDRICK TOOL&DIE CORP**

XX010-919	LABOR TO CUT DELX MESH
XX010-920	LABOR TO CUT JUNIOR MESH

**NEW JERSEY RIVET**

44420-500 RIVET

**OCCUPATIONAL CENTER OF**

55524-899 VENDOR LABOR CHARGE

**PACIER TOOL & PLASTICS**

43419-001	PLASTIC INSERT-150E
43461-001	INSERT-150 CART
43470-001	INSERT-10/20 CARTRIDGE
44420-002	IMPELLER BODY
44420-003	IMPELLER
11420-004	FLUG
44420-005	WASHER
XX100-455	WHEEL & AXLE - BIG WHEEL
XX100-462	WHEEL HOUSE-BIG WHEEL
XX163-934	#44115 FILTER PART ASSEMBLY
XX163-935	110 FILTER PART ASSY

TRADEMARK

REEL: 1770 FRAME: 0308

## PACKARD FOLDING BOX CO

XX092-591 S/PKG-MIN' GYM

## ZAPPA PLASTICS, INC.

14210-899 PLATE MAT'L AND LABOR  
 14210-910 M/C BIOGRADE 10G  
 14220-899 PLATE MAT'L AND LABOR  
 14229-899 PLATE MAT'L AND LABOR  
 14250-899 PLATE MAT'L AND LABOR  
 14275-899 PLATE MAT'L AND LABOR  
 14300-899 PLATE MAT'L AND LABOR  
 14325-899 PLATE MAT'L AND LABOR  
 55503-600 CARNIVAL/SPINNER ASS'Y  
 55503-601 BAG ASSEMBLY CARNIVAL SPINNER  
 55528-899 VENDOR LABOR CHARGE  
 XX073-022 WIRE HANGER-BIG WHEEL  
 XX100-463 MINI GYM WHEEL  
 XX100-464 MINI GYM BASE  
 XX100-567 TOP HOUSING FOR SLEEP BEN  
 XX101-383 SNACK BAR BASE  
 XX101-394 SNACK BAR BIN  
 XX101-385 SNACK BAR COVER  
 XX101-651 LATCH FOR TANK TOPPER  
 XX101-650 HOUSING MOUNT  
 XX163-936 WHIRL-A-WHEEL ASS'Y

## PRECISE TOOL &amp; MOLD

55570-002 LARGE FLAT ROOF - ASST COLORS  
 XX100-451 TUBE 1/2 GUIDE  
 XX100-452 TUBE 1/2-SKY FET HOUSE  
 XX102-071 CHUTE HALF-LEFT-CIRCUS  
 XX102-072 CHUTE HALF-RITE CIRCUS

## PRESIDENT CONTAINER

10170-021 M/C POWER 1  
 10300-016 M/C POWER MASTER/PP600  
 10600-011 S/CTN WITHOUT LABEL  
 14210-910 M/C BIOGRADE 10G  
 21620-910 M/C-FILTRIX II  
 32300-006 M/C-CONV. UNITS  
 43480-910 M/C COCO CART. DISPLAY  
 44157-910 10' CUBE M/C SPARE PARTS  
 44450-910 150 CVR DIE CUT MAILER  
 44450-911 DYN. 450 MASTER CARTON  
 44455-915 8 CUBE CARTON (S/PIS)  
 55503-930 D/C INSERT-CARNIVAL  
 55557-930 SKY SPINNER INSERT  
 98201-910 M/C-16 OZ. WONDER FLUFF  
 XX080-539 DIE CUT INSERT FOR HABIT DLX  
 XX080-582 TRAY PARTITION FOR CROSSROADS  
 XX080-852 CORR. INSERT-MAZE

TRADEMARK

REEL: 1770 FRAME: 0309



XX091-611 SHRINK FILM 25"X 3500 FT (RL)

SPENCER GRAPHIC SVC

- 10600-920 LABEL P.P. 600 S/P
- 12010-002 CARD-SM F.S.
- 12030-002 CARD-LG F.S.
- 55500-920 LABEL HABIT BASIC SET S/P
- 55540-923 LABEL FOR COZY COTTAGE
- 55568-920 LABEL-S/CTN-ORANGE FLAT&PEAKED
- 55570-920 LABEL-S/CTN LG FLAT & PEAKED
- 55572-920 LABEL-S/CTN SMALL FLAT&PEAKED
- 55576-920 LABEL-S/CTN LARGE HOUSING
- 55578-920 LABEL - S/CTN
- XX130-341 LABEL DELUXE S/P
- XX130-342 LABEL STARTER S/P
- XX130-343 LABEL FUN HOUSE S/P
- XX130-344 LABEL SLEEP DEN S/P
- XX130-657 LABEL REC ROOM S/P
- XX130-730 LABEL MAZE S/P
- XX130-731 LABEL CIRCUIS S/P

STACKPOLE CORPORATION

XX061-902 MAGNET 150 DYN

STAR TEXTILE&RESEARCH

- 11365-002 5.75 OZ POLYESTER
- 43170-710 4.5 OZ POLYESTER
- XX120-213 8 OZ POLYESTER

TRW-PAL NUT DIVISION

XX070-406 ADORN NUT 6 X 32

T & S PLASTICS MFG CO.

- 10300-100 1" SIPHON TUBE
- 11310-100 LIFT TUBE - 310
- 55590-100 U-TURN
- 11101-396 RED BALL-REC HOON
- XX101-500 TUBE FOR 150 DYN

TALENT PACKAGING PROD

- 44357-910 10" CURB W/C SPARE PARTS
- 11111-910 REVISED DYNAFLO 150 M/C
- XX111-010 1/2" MASKING TAPE
- XX141-303 878 FILAMENT TAPE 1/2"
- XX141-904 AIRCAP CUSHION MAT

UNITED RESIN PRODUCTS

XX040-802 POT DEVIN GLUE FOR HABIL

TRADEMARK

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METAFRAME, INC.

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MINERAL / POLY MATERIALS REPORT

UNIVERSAL ELECTRIC CO.

10600-910 PWR PLUS 600 MOTORS

VICTOR CORP.

XX060-104 6' UL LINE CORD BLACK

WESTATES CARBON INC.

43470-720 ACTIVATED CARBON

ZENEX TOOL

37335-200 PLATE FOR BALLAST

TRADEMARK

REEL: 1770 FRAME: 0312

EXHIBIT 1.1(ix)

UNIT FORECAST

"Unit Forecast"  
Is The Actual  
1986 Unit Sales  
(Halitail), rounded

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ITEM	DESCRIPTION	UNIT	FORECAST	FORECAST	MAT'L USAGE	D/L USAGE	OVHD USAGE	WHS USAGE	COST
<b>12 HABITRAIL</b>									
55500	HAB SPECIAL PRGMO UNIT		27,000	240,300.00	145,885.05	12,090.60	15,114.60	7,809.75	180,900.00
55501	HAB DELUXE SET		61,900	844,935.00	452,914.56	31,624.71	39,529.34	27,460.39	551,529.00
55502	HAB STARTER SET		34,800	256,128.00	131,307.36	15,583.44	19,481.04	8,324.16	174,696.00
55503	HAB CARNIVAL		9,100	133,588.00	74,894.93	4,936.75	6,170.71	4,341.61	89,544.00
55504	HAB PLAYGROUND		8,900	137,060.00	68,431.21	4,828.25	6,035.09	4,454.45	83,749.00
55505	HAB SKY PET HOUSE		40,800	71,400.00	31,139.58	1,811.52	2,264.40	2,320.50	37,536.00
55506	HAB TUBES		191,100	210,210.00	81,685.70	11,618.88	14,523.60	6,831.83	114,660.00
55507	HAB CROSSROADS (TEES)		146,700	161,370.00	43,503.89	10,283.67	12,850.92	5,244.53	71,883.00
55508	HAB MINI-GYK EXERCISER		25,600	33,280.00	16,482.56	1,751.04	2,188.80	1,081.60	21,504.00
55509	HAB CURIOSITY CUBE		28,100	36,530.00	17,389.69	1,610.13	2,011.96	1,187.23	22,199.00
55510	HAB BIG WHEEL HOUSE		28,300	87,730.00	44,726.74	2,878.11	3,596.93	2,851.23	54,053.00
55527	HAB WEEKLONG WATER BOTTLE		14,500	14,500.00	2,979.75	914.95	1,144.05	471.25	5,510.00
55528	HAB WHIRL-A-WHEEL		41,600	112,320.00	59,165.60	.00	.00	3,650.40	62,816.00
55536	HAB MAZE		19,100	147,070.00	71,083.52	5,246.77	6,558.94	4,779.78	87,669.00
55537	HAB CIRCUS		10,700	141,775.00	81,055.44	6,629.72	8,287.15	4,607.69	100,580.00
55542	HAB TANK TOPPER		20,000	92,000.00	56,610.00	.00	.00	2,990.00	59,600.00
55556	HAB SKY RESTAURANT		15,700	58,875.00	34,981.56	.00	.00	1,913.44	36,895.00
55557	HAB SKY SPINNER		10,400	36,400.00	23,673.00	.00	.00	1,183.00	24,856.00
55564	HAB WILDFIRE RACER		3,200	14,400.00	6,247.20	755.84	944.96	468.00	8,416.00
55565	HAB SPEEDSTREAK RACER		4,200	18,900.00	8,283.45	992.04	1,240.26	614.25	11,130.00
55566	HAB EXPRESS		2,600	11,700.00	5,543.85	614.12	767.78	390.25	7,306.00
55580	HAB CUBE		29,200	36,500.00	15,968.75	2,628.00	3,285.00	1,186.25	23,068.00
55585	HAB SNACK BAR		6,600	15,840.00	5,861.46	451.44	564.30	514.80	7,392.00
55586	HAB DINING RM W/SNACK BAR		3,800	23,940.00	11,929.15	1,276.80	1,596.00	778.05	15,580.00
55590	HAB U-TURN		12,200	13,420.00	6,531.27	699.06	873.52	436.15	8,540.00
55595	HAB REC ROOM		9,400	57,340.00	21,748.31	2,582.18	3,227.96	1,863.55	29,422.00
55603	HAB FUN HOUSE		10,700	61,525.00	31,962.24	3,595.20	4,494.00	1,999.56	42,051.00
55604	HAB SLEEPING DEN		13,500	77,625.00	39,961.69	4,158.00	5,197.50	2,522.81	51,840.00
55711	HAB WATER BOTTLE		7,300	5,913.00	976.56	324.12	405.15	192.17	1,898.00
55730	HAB TEE VENT ACC'Y 5/PB		11,500	8,625.00	2,135.84	510.60	638.25	280.31	3,565.00
55731	YELLOW COOLER ACCY 5/PB		10,900	8,175.00	1,806.40	483.96	604.95	265.69	3,161.00

\*\*\* SUB-TOTALS..... 3,169,374.00 1,596,066.29 130,879.90 163,597.16 103,004.66 1,993,348.00  
50.36% 4.13% 5.16% 3.25% 62.90%

COST SHEET STANDARD FORECASTING REPORT

6	UNIT	\$\$	\$\$	\$\$	\$\$	\$\$	\$\$	8
7	DESCRIPTION	FORECAST	FORECAST	MAT'L USAGE	D/L USAGE	OVHD USAGE	WHS USAGE	COST
8	***** M-T-I GRAND-TOTALS*****							
9		3,169,374.00	1,596,065.29	130,879.90	163,597.16	103,004.66	1,993,548.00	
10			50.36X			3.25X	62.90X	
11	BREAKDOWN AS FOLLOWS:							
12	NEWARK:	2,869,779.00	1,421,636.12	130,879.90	163,597.16	93,267.82	1,809,381.00	
13			49.54X	4.56X	5.70X	3.25X	63.05X	
14	OUTSIDE VENDOR:	299,595.00	174,430.16	.00	.00	9,736.84	184,167.00	
15			58.22X			3.25X	61.47X	
16	RAW MATERIAL CONVERTED AT O/S VENDORS							
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EXHIBIT 2.4

Seller and/or Lazere Financial Corp. is the only owner of the Assets. The only liens on the Assets are held by Jerome Margolis, Lazere Financial Corp. and William Jarvis, Trustee for Official Unsecured Creditors Committee, such liens will not, however, attach to the Assets upon consummation of the transactions contemplated by this Agreement by reason of the 7/28/87 Bankruptcy Court Order of the United States Bankruptcy Court, District of New Jersey. Exhibit 2.7 reflects all judgments and suits against Seller.

212-697-8873

**COLVIN MISKIN BASSECHES & MANDELBAUM**

ATTORNEYS AND COUNSELORS AT LAW

GRAYBAR BUILDING

490 LEXINGTON AVENUE

NEW YORK, N.Y. 10170

TEL 697-8873

873

56

ARTHUR B. COLVIN, P.C.  
HOWARD C. MISKIN  
MARK T. BASSECHES  
HOWARD P. MANDELBAUM

PAULA TREINIS BASSECHES, REG. PAT. AGT.

JACOB THOMAS BASSECHES (1983-1987)

COUNSEL

ABRAHAM FRIEDMAN  
MILTON H. GROSS

PATENT AND TRADEMARK  
COUNSEL

CABLE: MIRMIPATENT

TELEX: 428181

LONG ISLAND OFFICE  
10 DIXIELAND ROAD  
GREAT NECK, N.Y. 11020

WESTCHESTER OFFICE  
74 DONNYBROOK ROAD  
SCARSDALE, N.Y. 10583

Fax Phone No. (212) 661-2083

**FAX Transmission Cover Page**

Dated: June 17, 1987 Time: 8:15 a.m.

This document consists of 13 pages (Plus this Cover Page)

Please deliver to: Robert L. Podvey

Firm Name: Podvey, Sachs, Meanor & Catenacci

Sender: Howard C. Miskin, Esq.

Firm Name: Colvin, Miskin, Basseches & Mandelbaum

Dear Mr. Podvey:

At the suggestion of Mr. Skoller I am forwarding Exhibits 2.6(a) and 2.6(b) which are parts of Exhibit 2.6. We could not send this over your fax yesterday since it was quit busy. Exhibit 2.6 is the correspondence with respect to possible infringement in New Jersey and TEXas about which your counsel knows and a new possible question of infringement from Japan which was sent me by Mr. Fred Anderson yesterday by fax. We will send copies of this correspondence as Exhibit 2.6(c).

If there is any question on this please call or fax.

Sincerely yours,  
*Howard C. Miskin*  
Howard C. Miskin

TRADEMARK

cc: Richard Skoller (without enclosures)

REEL: 1770 FRAME: 0318

EXHIBIT A

METAFRAME ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Dated</u>
Rodent Habitat I	Great Britain	P.N. 1033714	10/25/85
" " III	" "	P.N. 1033717	10/25/85
" " IV	" "	P.N. 1033716	10/25/85
Rodent Habitat	German	P.N. MR25851	5/29/86
Electric Pump for Use In Filtering System of a Tropical Fish Tank or the Like	U.S.	P.N. 4,512,724	4/23/85

METAFRAME PENDING PATENT APPLICATION

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filed</u>
Animal Habitat	U.S.	S.N. 791,571	10/25/85
" "	Japan	S.N. 46047/1986	3/3/86
" "	German	S.N. P3606910.8 G8605800.2	3/3/86
" "	Great Britain	S.N. 86/25680	10/25/86
Rodent Habitat	U.S.	S.N. 791,575	10/25/85
" "	Japan	S.N. 9177/1986	3/13/86
" "	German	no S.N.	
Rodent Habitat II	Great Britain	S.N. 1033715	4/25/86
Rodent Habitat	U.S.	S.N. 791,576	10/25/85
" "	Japan	S.N. 9176/1986	3/13/86
" "	Great Britain	S.N. 1033714	4/25/86

FOREIGN METAFRAME PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>
Great Britain	945,306	Flexible Brush
" "	945,307	Aquarium Cleaner
Canada	1,097,156	Aquarium Hood Apparatus
Japan	990,206	Animal Habitat
Canada	1,052,641	Integrated Aquarium
Japan	587,601	Connector for Passage-way of Breeding House for Small Animal
Canada	1,086,580	Aquarium Filtration Apparatus
Japan	702,254	Bubble Up
Japan	878,161	Big Wheel House Exerciseer
Germany	B.n. P2220703.0	Animal Habitat
"	G 7216133	" "
Japan	468,773	Habitrail Split Tube
Japan	919,272	Water Conditioning Device
Great Britain	1427201	Rodent Habitat
" "	1427202 Div.	" "
Japan	911,923	Rodent Habitat
Great Britain	1280327	Bubble Up Corner Filter
Canada	957914	Animal Habitat

= HABITRAIL

EXHIBIT A  
METAFRAME PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
3,575,350	4/20/71	Air Stone For An Aquarium
3,618,238	11/9/71	Aquarium Tank Display Holder
3,640,302	2/8/72	Siphoning Device
3,669,297	6/13/72	Automatic Siphoning Filtration Device
3,640,516	2/8/72	Aerating Device
3,670,758	6/20/72	Priming Device for a Siphon
3,682,753	8/8/72	Artificial Aquarium Plant Simulating a Natural Plant
3,687,291	8/29/72	Valveless Pump for an Aquarium
3,744,454	7/10/73	Rock and Gravel Bed Simulation for Aquariums
3,746,168	7/17/73	Aquarium Filtration Indicator
3,746,478	7/17/73	Wall-Mount Air Pump
3,747,250	7/24/73	Fish Net
3,763,997	10/9/73	Display Package for Aquarium Accessories
3,776,195	12/4/73	Feed-Bottle
3,785,347	1/15/74	Animal Exercising Observatory
3,788,277	1/29/74	Animal Exerciser and Activity Device
3,815,547	6/11/74	Filtering Device

3,857,366	12/31/74	Hinged Aquarium Cover
3,859,961	1/14/75	Animal Path Connecting System
3,964,438	6/22/76	Food Blanket for Animals
3,998,187	12/21/76	Animal Activity Apparatus
3,999,519	12/28/76	Rotatable Feeder for Animals
4,064,839	12/27/77	Animated Animal Habitat
4,082,062	4/4/78	Integrated Aquarium
4,124,793	11/7/78	Aquarium Water Heater
4,512,724	4/23/85	Electric Pump for use in Filtering System of a Tropical Fish Tank or the like
D-273,223	3/27/84	Filter Cartridge
D-274,745	7/17/84	Filter Cartridge



EXHIBIT A

LAZERE PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
4,206,719	6/10/80	Aquarium Hood Apparatus
4,285,813	8/25/81	Aquarium Filtration Apparatus
4,385,989	5/31/83	Filter Assembly and Cartridge Therefor
D-253,652	12/11/79	Air Pump or Similar Article
D-256,956	9/16/80	Passageway Joint for a Small Animal Habitat or the Like

3,516,543	6/23/70	Water Conditioning Device
3,584,901	6/15/71	Plastic Tubing Combination

MATTEL, INC. PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
4,147,133	4/3/79	Dispenser Device for Small Animal Food of the Like
3,742,908	7/3/73	Animal Habitat

PATENTS (title unknown)

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
3,512,646	5/19/70	Aquarium Water Conditioning Apparatus
3,524,430	8/18/70	Aquarium Aerator Ornament
3,530,288	9/22/70	Aquarium Reflector
3,542,324	11/24/70	Aquarium Heater-Mounting Device
3,548,786	12/22/70	Aquarium Water Wheel
3,549,015	12/22/70	Adjustable Band Operated Aquarium
3,554,375	1/12/70	Aquarium Filtration Device
3,565,042	2/23/71	Breeding Device
3,566,840	3/2/71	Aquarium Auxiliary Container
3,579,368	5/18/71	Simulated Slate and Method for Making the Same
3,588,153	6/28/71	Wire-Handle Joining Means

3,718,275	2/27/73	Protective Shipping and Display Wrapper for an Aquarium
3,720,317	3/13/73	Aquarium Filter
3,731,058	5/1/73	Aquarium Heater
3,738,494	6/12/73	Disposable Filtration Cartridge
3,738,319	6/12/73	Aquarium
3,791,346	2/12/74	Rodent Habitat
3,720,317	3/13/73	Aquarium Filter
3,746,169	7/17/73	Aquarium Filtration Device
3,746,836	7/17/73	Aquarium Heater
3,751,188	8/7/1973	Valveless Pump
3,756,750	9/4/73	Reciprocating Valveless Pump
D-232,027	7/9/74	Ball Housing for an Aquarium Filter
D-232,036	7/9/74	Animal Habitat
D-232,102	7/16/74	Fluid-Flow Indicator for an Aquarium Filter or the Like
D-232,104	7/16/74	Nest Box
D-237,391	10/28/75	Animal Exerciser
D-219,304	11/24/70	Aquarium Cleaning Device
D-224,238	7/11/72	Aquarium Aerator
D-224,031	6/27,72	Holder for an Artificial Aquarium Plant
D-222,076	9/28/71	Siphon Starter
D-221,940	9/21/71	Fish Net
D-229,568	12/11/73	Safety Enclosure for Young Fish

TRADEMARK

REEL: 1770 FRAME: 0325

D-231,371	4/16/74	Animal Habitat Module
D-231,372	4/16/74	Passageway T for an Animal Habitat or Similar Article
D-231,367	4/16/74	Passageway Rube for An Animal Habitat or Similar Article

EXHIBIT A

METAFRAME OR SGM FOREIGN TRADEMARKS  
(registration dates unknown)

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>
AQUASCAPERS	Germany	955,019
DYNAFLO	Germany	M41489/11Wz
"	Australia	A282538
DYNAFLO MOTOR FILTER	Japan	1651022
"	Canada	161822
"	Germany	848325
HABITRAIL	Germany	974775
HAMSTER IN TUBE (DESIGN)	Canada	362,403
LIVING WORLD (LOGO)	Japan	1525839
"	Argentina S.N.	1192693
LIVING WORLD	Australia	A249509
"	Australia	A266612
"	Canada	202326
"	Benelux	305621
MAGIC-MAGNET DRIVE	Japan	1651365
"	Germany	846588
METAFRAME & DESIGN	Germany	966988
"	Australia	A278813
METAFRAME AND DESIGN	Germany	966988

SKY RESTAURANT	Great Britain	B1073359
•	Germany	962662
•	Canada	226801
SKY-SPINNER	Great Britain	B1073360
•	Germany	962644
•	Canada	227480
VARI DIET	Canada	197,341
SKY PET HOUSE	Canada	197,794
LIVING WORLD	Canada	164,606
HABITRAIL	Canada	197,795
CROSSROAD	Canada	197,342
BIG WHEEL HOUSE	Canada	197,343
LIVING WORLD	Venezuela	74041
• •	Venezuela	74022
METAFRAME & DESIGN	G.B.	881,833
METAFRAME	G.B.	929,637
METAFRAME & DESIGN	G.B.	927,415
METAFRAME & DESIGN	G.B.	927,417
METAFRAME & DESIGN	G.B.	927,418
METAFRAME & DESIGN	G.B.	927,419
METAFRAME & DESIGN	G.B.	927,420
METAFRAME & DESIGN	G.B.	927,421
METAFRAME & DESIGN	G.B.	927,422

EXHIBIT A  
LAIERE U.S. TRADEMARKS

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg'd:</u>
77	854,540	8/13/68
AQUASCAPERS	911,037	4/6/71
BETTA BARRACKS	879,238	10/21/69
BIG WHEEL HOUSE	980,742	3/26/74
BILLIONS OF BUBBLES	939,009	7/25/72
BUBBLE-UP	802,222	1/18/66
CROSSROAD	977,958	2/5/74
DURA-AIR	1,131,066	2/19/80
DYNAFLO	1,083,036	1/24/78
DYNAFLO MOTOR FILTER	831,789	7/11/67
EXPRESS	1,055,673	1/4/77
FILTRIX	753,716	7/30/63
FOOD 'N TUBE	1,033,435	2/10/76
FUNN HOUSE	1,112,309	1/30/79
GNAWFLEX	977,592	1/29/74
GNAW STIX	991,068	8/13/74
HABITRAIL	975,721	1/1/74
HABITRAIL	1,093,055	6/13/78
HABITRAIL	1,060,417	3/1/77
HAMSTER IN TUBE (design)	991,758	8/27/74

HIDE & HAIR	923,737	11/16/71
HI-FI	736,399	6/21/62
HOBBYIST HINGED HOOD	980,927	3/26/74
HUSH I	871,729	6/24/69
THE INNES BOOK	1,065,765	5/17/77
INSTAMATIC	924,078	11/23/71
LEMON FRESH	1,033,434	2/10/76
LITE + SAVER	983,462	5/7/74
LIVING WORLD	926,627	1/11/72
LIVING WORLD (LOGO)	1,035,067	3/2/76
LIVING WORLD	924,697	11/30/71
LIVING WORLD	946,428	10/31/72
LIVING WORLD AND DESIGN	1,063,997	4/19/77
LIVING WORLD	924,698	11/30/71
LIVING WORLD	924,709	11/30/71
LIVING WORLD	926,255	12/28/71
LIVING WORLD	926,559	1/4/72
LIVING WORLD	926,795	1/11/72
LIVING WORLD	927,589	1/25/72
LOCK-TITE	1,029,639	1/6/76
MAGIC-MAGNET DRIVE	831,788	7/11/67
METAFRAME & DESIGN	820,877	12/20/66
METAFRAME & DESIGN	589,003	4/27/54



<del>MIDNIGHT-SNACK-BLANKET</del>	1,045,012	7/27/76
MILLIONAIRE	883,005	12/33/69
MINITUBE	926,328	6/20/72
MOUSETRAILS	1,064,487	4/26/77
NO JUMP	695,339	3/29/60
PUPPY POWER	922,216	10/19/71
REC ROOM	1,112,542	1/20/79
ROVER & DESIGN	938,520	7/25/72
SKY PET HOUSE	982,742	4/30/74
SKY RESTAURANT	1,044,868	7/27/76
SKY-SPINNER	1,046,460	8/17/76
SNACK BAR	1,079,916	12/20/77
SNAP-TAP-CLEAN	977,957	2/5/74
SPIC AND SPUN	880,453	11/11/69
TANK TOPPER	1,037,865	4/13/76
VALUE-LINE	889,697	4/21/70
VARI DIET	970,899	10/16/73
VIBRA-STONE	878,834	10/14/68
WONDER WOOL	900,239	10/6/80

September 3, 1986

Petrarport Company  
1555 East Linden Avenue  
Linden, New Jersey 07036

Attention: Jacob Tepper

**CERTIFIED RETURN RECEIPT REQUESTED**

**RE: Metaframe Corporation, Inc. - Habitrail products**

Dear Mr. Tepper:

Our client Metaframe, Inc. of Irvington, New Jersey is the developer and owner of various means of protection of a proprietary nature of a group of products marketed under the mark "Habitrail" sets. Metaframe has expended considerable time, effort and money in developing, promoting and marketing these protected constructions and has received recognition in the pet product field as the source for these a proprietary products. Naturally Metaframe intends to utilize every means of protecting its investment in these products.

My client has advised me that it has heard in the trade that your company may be about to commence the marketing of products similar to or identical to Metaframe's Habitrail products. My client has advised me that your company has not received any license or authorization from Metaframe to produce or market any "Habitrail" product.

We thought we should bring this matter to your attention as quickly as possible so that there is no misunderstanding as to Metaframe's position. We would be pleased to review your products to determine whether or not they infringe any patent or other protection of Metaframe. My client believes you were aware of its Habitrail products and patents protecting these various products for some time,

TRADEMARK

2.6(C)  
REEL: 1770 FRAME: 0332

the article having the receipt attached and present the same to the office (change)

hence this letter is written only out of an abundance of caution.

Very truly yours,

Howard C. Miskin

ECM:lsr

BC: Maureen Strakin  
Metaframe

SCHLEY, CANTRELL, KICE, GARLAND & MOORE

PATENTS, TRADEMARKS AND RELATED CAUSES

JOSEPH H. SCHLEY (1914-1984)  
THOMAS L. CANTRELL  
WARREN B. KICE\*  
H. MATHEWS GARLAND  
STANLEY R. MOORE  
OKLAHOMA CITY OFFICE  
BILL D. MCCARTHY\*\*  
G. MIKE BURDICK\*\*

\*D.C. & TEXAS BAR  
\*\*OKLAHOMA BAR

HERITAGE SQUARE 11  
SUITE 709  
3001 LBJ FREEWAY  
DALLAS, TEXAS 75244  
TELEPHONE 214/387-3804  
TELEX 277844SCKGMUR

OF COUNSEL  
THOMAS L. CRISMAN\*\*\*  
\*\*\*VIRGINIA & TEXAS BAR

April 23, 1987

Howard Meskin, Esq.  
Calvin, Meskin, Basseches and Mandelbaum  
Graybar Building  
420 Lexington Ave.  
New York, New York 10170

RECEIVED  
APR 27 1987

Re: Metaframe Corp. - Habitrail Products

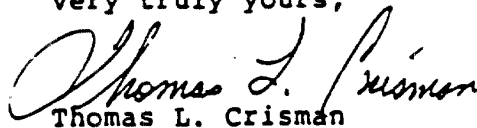
HOWARD C. MISKIN

Dear Mr. Meskin:

It is our understanding that your client Metaframe owns and/or controls U.S. Patent No. 3,742,908 to Merino and U.S. Patent No. 3,791,346 to Willinger et al. We have reviewed the prosecution and litigation histories of both these patents. Please advise us as to whether or not your client intends to assert either or both of these patents against rodent pathway devices covered by the claims thereof and marketed in the U.S. Failure to respond to this letter will be construed as an affirmation of your client's intent not to enforce either of these patents during its remaining life.

I look forward to hearing from you.

Very truly yours,

  
Thomas L. Crisman

TLCr:kd  
KNEW1:F2

TRADEMARK

REEL: 1770 FRAME: 0334

2.6 (C)

April 29, 1987

Thomas L. Crisman, Esq.  
Schley, Cantrell, Kice,  
Garland & Moore  
Heritage Square 11  
Suite 705  
5001 LBJ Freeway  
Dallas, Texas 75244

Re: Metaframe Corp. -  
Habitrail Products

Dear Mr. Crisman:

I received your April 23, 1987 letter and find it impossible to reply as you seek.

Since you do not identify your client or the rodent pathway to which you refer, I cannot respond to your assertions. Therefore, while this letter is a response to your letter, I certainly cannot give you any definitive answer.

Very truly yours,

Howard C. Miskin

HCM:ss

bcc: Fred Anderson, Pres.  
Maureen Steakin  
Metaframe Inc.

September 3, 1986

Petroport Company  
1555 East Linden Avenue  
Linden, New Jersey 07036

Attention: Jacob Tepper

CERTIFIED RETURN RECEIPT REQUESTED.

RE: Metafrase Corporation, Inc. - Habitrail products

Dear Mr. Tepper:

Our client Metafrase, Inc. of Irvington, New Jersey is the developer and owner of various means of protection of a proprietary nature of a group of products marketed under the mark "Habitrail" etc. Metafrase has expended considerable time, effort and money in developing, promoting and marketing these protected constructions and has received recognition in the pet product field as the source for these a proprietary products. Naturally Metafrase intends to utilize every means of protecting its investment in these products.

My client has advised me that it has heard in the trade that your company may be about to commence the marketing of products similar to or identical to Metafrase's Habitrail products. My client has advised me that your company has not received any license or authorization from Metafrase to produce or market any "Habitrail" product.

We thought we should bring this matter to your attention as quickly as possible so that there is no misunderstanding as to Metafrase's position. We would be pleased to review your products to determine whether or not they infringe any patent or other protection of Metafrase. My client believes you were aware of its Habitrail products and patents protecting these various products for some time,

TRADEMARK

2.6 (B)EEL: 1770 FRAME: 0336

-----  
hence this letter is written only out of an abundance of  
caution.

Very truly yours,

Edward C. Miskin

EC:ler

BC: Maureen Steakin  
Metaframe

EDWARD R. WEINGRAM  
COUNSELLOR AT LAW  
EAST 210 ROUTE 4  
PARLAKUS, N.J. 07652

FACSIMILE (201) 843-6455

EDWARD R. WEINGRAM  
N.J. B.A.S.  
ROBERT M. SIOLNIA  
N.J. B.C. B.A.S.

September 8, 1986

PATENT, TRADEMARK  
AND COPYRIGHT CASES

(201) 843-6500

CABLE FAX

TELEX 212255 ELLC US

SEP 11 1986

Howard Meskin, Esq.  
Calvin, Meskin, Basseches  
& Mandelbaum  
Graybar Building  
420 Lexington Avenue  
New York, NY 10170

Re: Our File PETRA 6.0-001  
Metaframe HobitTrail

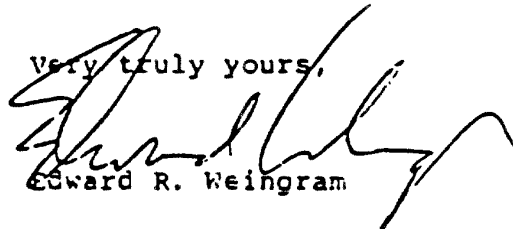
Dear Mr. Meskin:

This firm represents Petrapport. I have been advised that you have asserted unspecified rights on behalf of your client Metaframe and demanded that Petrapport submit to you for your review and approval any proposed rodent pathway devices that my client is considering marketing.

Petrapport has no interest in infringing any proprietary rights in connection with any products that it markets. However, we are unaware of any proprietary rights of your client with respect to its HobitTrail apparatus. Accordingly, kindly advise us of what rights you are asserting and we will be glad to review this matter.

We look forward to hearing from you at your earliest convenience.

Very truly yours,



Edward R. Weingram

ERW/mjm  
9.0-177



EDWARD R. WEINGRAM  
COUNSELOR AT LAW  
EAST 210 ROUTE 4  
PARAMUS, N. J. 07652

FACSIMILE (201) 843-6495

EDWARD R. WEINGRAM  
NO. 210 Y 0425

October 14, 1986

PATENT, TRADEMARK  
AND COPYRIGHT CAUSES

ROBERT M. SKOLNIK  
NO. 210 Y 0425

(201) 843-6300  
CALL PATAT  
TELEX 212355-ELPC UN

Howard C. Miskin, Esq.  
Colvin, Miskin, Basseches  
& Mandelbaum  
Graybar Building  
420 Lexington Avenue  
New York, NY 10170

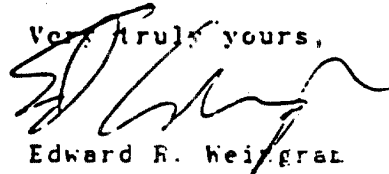
OCT 16 1986

Re: Our File PETRA 6.0-001  
METAFRAME - HABITRAIL

Dear Mr. Miskin:

I have not received a response to my letter  
of September 8, 1986, copy enclosed. Please advise.

Very truly yours,



Edward R. Weingram

ERW/mjr  
a:101404.let  
Enclosure:  
Letter of September 8, 1986

TRADEMARK

REEL: 1770 FRAME: 0339

2.6 (c)

September 8, 1986

Howard Meskin, Esq.  
Calvin, Meskin, Masseches  
& Mandelbaum  
Graybar Building  
420 Lexington Avenue  
New York, NY 10170

Re: Our File PITPA 6.0-001  
Metaframe HobitTrail

Dear Mr. Meskin:

This firm represents Petrapport. I have been advised that you have asserted unspecified rights on behalf of your client Metaframe and demanded that Petrapport submit to you for your review and approval any proposed rodent pathway devices that my client is considering marketing.

Petrapport has no interest in infringing any proprietary rights in connection with any products that it markets. However, we are unaware of any proprietary rights of your client with respect to its HobitTrail apparatus. Accordingly, kindly advise us of what rights you are asserting and we will be glad to review this matter.

We look forward to hearing from you at your earliest convenience.

Very truly yours,

Edward P. Weingren

EPW/efj  
9.0-177

October 16, 1986

Edward R. Weingram, Esq.  
East 210 Route 4  
Paramus, N.J. 07652

Re: Metaframe - Petrapport matter  
Your File: 6.0-001

Dear Mr. Weingram:

I received your September 8th letter and am surprised by your client's asserted lack of knowledge of any patent protection as well as unfair competition in its marketing and selling the rodent pathway devices that are essentially a duplicate of my client's. Enclosed are copies of Metaframe's patents which you may find of interest. My client also has a price sheet from your client offering sales of these products.

I trust I will be hearing from you promptly.

Very truly yours,

Howard C. Miskin

HCM:ss  
Enc.

cc: Maureen Steakin  
Metaframe

EXHIBIT A

LAZERE PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
4,206,719	6/10/80	Aquarium Hood Apparatus
4,285,813	8/25/81	Aquarium Filtration Apparatus
4,385,989	5/31/83	Filter Assembly and Cartridge Therefor
D-253,652	12/11/79	Air Pump or Similar Article
D-256,956	9/16/80	Passageway Joint for a Small Animal Habitat or the Like

PATENTS IN NAME OF AQUARIUMS INCORPORATED  
(name changed to Metaframe Corporation)

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
3,507,253	4/21/70	Aquarium Air Stone Ornament
3,512,223	5/19/70	Loop Formed of Synthetic Fiber Cord
3,630,367	12/28/71	Bottom Aquarium Filter
D-204,586	4/26/66	Aquarium Filter
D-205,582	8/16/66	Electric Power Operated Aquarium Filter
D-211,913	8/6/68	Aquarium Air Pump
D-205,562	8/16/66	Power Unit for Aquarium filter
D-213,555	3/18/69	Aquarium Filter
D-214,962	8/12/69	Aquarium Air Pump
D-214,961	8/12/69	Aquarium Air Pump
D-214,918	8/12/69	Bulb Operated Aquarium Cleaning Device
D-215,765	10/28/69	Aquarium Air Pump

PATENTS IN NAME OF MATTEL-AQUARIUM, INC.

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
3,512,503	5/19/70	Compartment Fish Display Case

3,516,543	6/23/70	Water Conditioning Device
3,584,901	6/15/71	Plastic Tubing Combination

MATTEL, INC. PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
4,147,133	4/3/79	Dispenser Device for Small Animal Food of the Like
3,742,908	7/3/73	Animal Habitat

PATENTS (title unknown)

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
3,512,646	5/19/70	Aquarium Water Conditioning Apparatus
3,524,430	8/18/70	Aquarium Aerator Ornament
3,530,288	9/22/70	Aquarium Reflector
3,542,324	11/24/70	Aquarium Heater-Mounting Device
3,548,786	12/22/70	Aquarium Water Wheel
3,549,015	12/22/70	Adjustable Hand Operated Aquarium
3,554,375	1/12/70	Aquarium Filtration Device
3,565,042	2/23/71	Breeding Device
3,566,840	3/2/71	Aquarium Auxiliary Container
3,579,368	5/18/71	Simulated Slate and Method for Making the Same
3,588,153	6/28/71	Wire-Handle Joining Means

3,718,275	2/27/73	Protective Shipping and Display Wrapper for an Aquarium
3,720,317	3/13/73	Aquarium Filter
3,731,058	5/1/73	Aquarium Heater
3,738,494	6/12/73	Disposable Filtration Cartridge
3,738,319	6/12/73	Aquarium
3,791,346	2/12/74	Rodent Habitat
3,720,317	3/13/73	Aquarium Filter
3,746,169	7/17/73	Aquarium Filtration Device
3,746,836	7/17/73	Aquarium Heater
3,751,188	8/7/1973	Valveless Pump
3,756,750	9/4/73	Reciprocating Valveless Pump
D-232,027	7/9/74	Ball Housing for an Aquarium Filter
D-232,036	7/9/74	Animal Habitat
D-232,102	7/16/74	Fluid-Flow Indicator for an Aquarium Filter or the Like
D-232,104	7/16/74	Nest Box
D-237,391	10/28/75	Animal Exerciser
D-219,304	11/24/70	Aquarium Cleaning Device
D-224,238	7/11/72	Aquarium Aerator
D-224,031	6/27,72	Holder for an Artificial Aquarium Plant
D-222,076	9/28/71	Siphon Starter
D-221,940	9/21/71	Fish Net
D-229,568	12/11/73	Safety Enclosure for Young Fish

D-231,371	4/16/74	Animal Habitat Module
D-231,372	4/16/74	Passageway T for an Animal Habitat or Similar Article
D-231,367	4/16/74	Passageway Rube for An Animal Habitat or Similar Article



Australia	58407
Canada	35833
France	69644
France	34490
France	34772
West Germany	MR 7119
West Germany	MR 7120
West Germany	MR 8199

**FOREIGN PATENT APPLICATIONS**

<u>Country</u>	<u>Description</u>
Canada	Aquarium Water Heater Serial No. 313,404 Filing Date 10/13/78
Canada	Integrated Aquarium Serial No. 281,078 Filing Date 6/21/77

PATENTS IN NAME OF AQUARIUMS INCORPORATED  
(name changed to Metaframe Corporation)

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
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D-204,586	4/26/66	Aquarium Filter
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D-214,918	8/12/69	Bulb Operated Aquarium Cleaning Device
D-215,765	10/28/69	Aquarium Air Pump

PATENTS IN NAME OF MATTEL-AQUARIUM, INC.

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3,512,503	5/19/70	Compartment Fish Display Case

EXHIBIT A  
METAFRAME CORPORATION  
FOREIGN PATENTS  
(date and status unknown)

<u>Country</u>	<u>Patent No.</u>
Japan	816,809
Japan	718,546
Japan	744,064
Japan	319,526
Japan	343,060
Japan	537,305
Great Britain	1,276,772
Great Britain	1,159,186
Great Britain	1,275,978
Great Britain	1,120,161
Great Britain	1,120,162
Great Britain	1,060,985
Great Britain	1,415,574
Great Britain	1,427,201
Great Britain	1,505,337
Great Britain	1,509,640
Canada	960,929
Canada	973,032
Canada	1,035,212
Canada	1,035,213

FOREIGN DESIGNS

<u>Country</u>	<u>Reg. No.</u>
Great Britain	948042
Great Britain	948043
Great Britain	948044
Great Britain	948045
Great Britain	948046
Great Britain	948047
Great Britain	948048
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Canada	1,035,212
Canada	1,035,213

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