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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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1. Name of conveying party(ies):

C.S. Johnson Company

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

First of America Bank-Illinois, N.A.

Internal Address: \_\_\_\_\_

Street Address: 30 Main Street, P.O. Box 4038

City: Champaign State: Illinois Zip: 61824-4038

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document form assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 10, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

783,172

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Wendy K. Hartung

Internal Address: Zarley, McKee, Thomte, Voorhees & Sease, P.L.C.

Street Address: 801 Grand Avenue, Suite 3200

City: Des Moines State: Iowa Zip: 50309

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed If amount is insufficient please charge Deposit acct. No. 26-0084.

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Wendy K. Hartung

Name of Person Signing

Signature

August 10, 1998

Date

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

5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 1772 FRAME: 0168

**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT between First of America Bank-Illinois, N.A. of 30 Main Street, P. O. Box 4038, Champaign, Illinois 61824-4038 ("Seller") and SH Acquisition, Inc. of Champaign, Illinois ("Buyer");

WHEREAS, in order to secure its obligations to Seller, C. S. Johnson Company granted a security interest in all of its inventory, chattel paper, accounts, equipment, and general intangibles, pursuant to the terms of three separate Security Agreements dated August 7, 1995, August 31, 1995, and June 21, 1996;

WHEREAS, in order to perfect the security interest granted to it by C. S. Johnson Company, Seller caused to be filed financing statements with the Illinois Secretary of State on February 2, 1995, August 16, 1995, and July 18, 1996;

WHEREAS, that on or about May 23, 1997, Seller took possession of all of its collateral, including all tangible and intangible property, identified in the attached Security Agreements pursuant to its right as a secured creditor under the terms of the Security Agreements and pursuant to Section 9-503 of the Illinois Uniform Commercial Code, 810 ILCS 5/9-503;

WHEREAS, on June 30, 1997, Seller gave Notice of Private Sale pursuant to Section 9-504 of the Illinois Commercial Code, 810 ILCS 5/9-504, to the C. S. Johnson Company and guarantors of its indebtedness.

IN CONSIDERATION of the promises contained herein, the parties agree as follows:

1. Seller agrees to sell and the Buyer agrees to buy the following described property of C. S. Johnson Company; in which the Seller has claimed a perfected senior security interest:

All assets of C. S. Johnson Company, both tangible and intangible, used or useable in the concrete batch plant manufacturing business located at 502 Kenwood Road, Champaign, Illinois 61821, excluding cash and including but not limited to accounts receivable as of June 30, 1997, inventory, parts, supplies, equipment, trade fixtures, intellectual property, the name "C. S. Johnson Company", and other general intangibles (hereinafter referred to as the "C. S. Johnson Assets").

2. Upon the payment of the cash portion of the purchase price, the Seller agrees to deliver to the Buyer and the Buyer agrees to deliver to the Seller a Bill of Sale in the form attached as Exhibit A.

3. In consideration of the delivery of the Bill of Sale, the Buyer agrees to pay to the Seller the sum of [REDACTED] in cash upon delivery of the Bill of Sale. Buyer also agrees to pay the Seller the sum of 60% of the proceeds realized from the "Ghazi" receivable after deducting all reasonable direct expenses incurred by the Buyer in collecting the receivable. The balance of the Ghazi receivable as of June 30, 1997 is [REDACTED].

4. Within 10 days from actual receipt of the Ghazi receivable, Buyer agrees to provide to the Seller an itemized statement of the direct expenses and a check for the Seller's share of the receivable. Acceptance of the check does not constitute acceptance of the claim for direct expenses.

5. Any controversy over whether the direct expenses are reasonable or other claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

6. Seller warrants that it has received consent from the Expert Import Bank of the United States and the United States Small Business Administration to sell its collateral.

7. Title to Property. Seller has good and marketable title to the C. S. Johnson Assets, free and clear of all claims, liens, and encumbrances. Concurrently with delivery to Buyer of the Bill of Sale, Seller will transfer to Buyer good and marketable title to the C. S. Johnson Assets, subject to no liens, claims or encumbrances.

8. Indemnification by Seller. Seller shall indemnify, defend, protect and hold harmless Buyer and its shareholders, directors, officers, employees, successors and assigns, from and against any and all (a) liabilities, claims, suits, actions, judgments, demands, losses, penalties, costs, expenses or damages of any kind or nature whatsoever, and (b) reasonable attorneys', accountants', and consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses incurred by Buyer and/or its shareholders, directors, officers, employees, successors and assigns in connection with or arising from (y) any breach, or alleged breach, by Seller of any of its respective covenants, obligations, warranties and/or representations in this Agreement, and/or (z) any claim by C. S. Johnson Company and/or any one or more of its shareholders, directors, officers, employees, consultants, creditors and/or any governmental agency arising out of the transfer of the C. S. Johnson Assets from Seller to Buyer pursuant to this Agreement.

9. Indemnification by Buyer. Buyer shall indemnify, defend, protect and hold harmless Seller and its shareholders, directors, officers, employees, successors and assigns, from and against any and all (a) liabilities, claims, suits, actions, judgments, demands, losses, penalties, costs, expenses or damages of any kind or nature whatsoever, and (b) reasonable attorneys', accountants', and consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses incurred by Seller and/or its shareholders, directors,

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FAX NO. 3096721568

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officers, employees, successors and assigns in connection with or arising from any breach, or alleged breach, by Buyer of any of its respective covenants, obligations, warranties and/or representations in this Agreement.

Executed this 10 day of July, 1997 at Champaign, Illinois.

**SELLER:**

**BUYER:**

FIRST OF AMERICA BANK-  
ILLINOIS, N.A.

SH ACQUISITION

By: 

Thomas L. Criswell  
Vice President

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