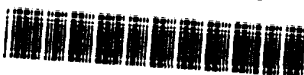


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OMB No. 0651-0011 (exp. 4/94)

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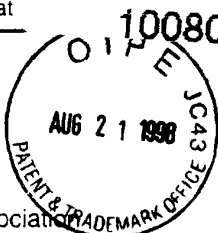


ched original documents or copy thereof.

1. Name of conveying party(ies):
Core Industries Inc.

- Individual(s)
- General Partnership
- Corporation-State - Nevada
- Other

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



2. Name and address of receiving party(ies)
Name: SWW Acquisition Corporation

Internal Address: _____

Street Address: 401 Washington Avenue

City: Carlstadt State: NJ ZIP: 07072

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Michigan
- Other _____

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: July 13, 1994

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,094,225

Additional numbers attached? Yes No

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

Name: Neil M. Zipkin, Esq.

Internal Address: _____

AMSTER, ROTHSTEIN & EBENSTEIN

Street Address: 90 Park Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

Any additional fees should be charged to:

8. Deposit account number:

01-1785

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

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.

Neil M. Zipkin

Name of Person Signing

Signature

8/7/98

Date

Total number of pages including cover sheet, attachments, and document: 3

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

REEL: 1774 FRAME: 0815

08/26/1998 JMW/SHS 00000000 107225 40.00 DP 01 C-481

TERM LOAN AND CREDIT AGREEMENT
DATED AS OF JULY 13, 1994
BY AND BETWEEN
SWW ACQUISITION CORPORATION *
AND
NBD BANK, N.A.

* Name subsequently changed to Pioneer Industries, Inc.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into on July 13, 1994, between SHW Acquisition Corporation, a Michigan corporation ("Buyer"), and Core Industries Inc, a Nevada corporation ("Seller").

BACKGROUND

Seller desires to sell, and Buyer desires to acquire, certain assets of Seller and in connection therewith Buyer is willing to assume certain liabilities of Seller, all on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the collective promises contained herein and intending to be legally bound the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, when used in this Agreement and in the Exhibits, Schedules and other documents delivered in connection herewith, have the meanings assigned to them in this Section 1.1.

Action means any action, complaint, investigation, petition, suit, or other proceeding, whether civil or criminal, in law or in equity, or before any arbitrator or Governmental Entity.

Affiliate means a Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

Agreement means this Agreement as amended or supplemented, together with all Exhibits and Schedules attached or incorporated by reference.

Ancillary Agreements means the Assumption Agreement, the Bill of Sale, Sublease of the Real Estate (including assignment of the Purchase Option for the Real Estate).

Governmental Entity, any interest or penalties (civil or criminal) related thereto or to the nonpayment thereof, and any Loss in connection with the determination, settlement, or litigation of any Tax liability.

Warranty Obligation means an obligation of Pioneer, arising from sales made on or before the Effective Date, to repair or replace a product sold to a customer or to refund any part of the purchase price of a product to such a customer. Any repair, replacement or refund made during the course of the customer contract will be deemed to be a sales adjustment and not a Warranty Obligation.

1.2 Other Defined Terms.

The terms set forth below are defined in the section of this Agreement set forth opposite each term:

Assumed Liabilities	Section 2.2(a)
best efforts	Section 11.3(b)
Confidentiality Agreement	Section 11.17
Excluded Assets	Section 2.1(b)
Excluded Liabilities	Section 2.2(b)
Expenses	Section 7.10
Final Balance Sheet	Section 2.3(c)
Indemnified Party	Section 10.3(a)
Indemnifying Party	Section 10.3(a)
Knowledge	Section 11.3(c)
Lender	Section 2.3(c)
Multiemployer Plans	Section 7.3(c)
Net Book Value	Section 2.3(a)
New Jersey Lease	Section 2.1(a)
Note	Section 2.3(c)
Post Closing Adjustment Date	Section 2.3(c)
Purchase Price	Section 2.3(a)
Purchased Assets	Section 2.1(a)
Purchased Contracts	Section 2.1(a)
Real Estate	Section 2.1(a)

ARTICLE 2

SALE OF ASSETS, ASSUMPTION OF LIABILITIES, AND RELATED TRANSACTIONS

2.1 Purchase and Sale of Assets.

(a) **Purchased Assets.** Subject to the terms and conditions of this Agreement, as of the Effective Date, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, all of Seller's right, title and interest in and to the assets, properties, rights and business owned by Seller and used primarily in connection with the operation of Pioneer (the "Purchased Assets"), including but not limited to:

- (i) the purchase orders and work-in-process and any Contracts directly related thereto (collectively, the "Purchased Contracts");
- (ii) accounts receivable of Pioneer;
- (iii) inventories of raw materials, work-in-process, finished goods and shop inventory of Pioneer;
- (iv) office equipment and vehicles of Pioneer;
- (v) machinery and equipment, dies, jigs and fixtures of Pioneer;
- (vi) lessee's interest in the lease (the "New Jersey Lease") relating to Pioneer's principal operating facilities located at 401 Washington Ave. in Carlstadt, New Jersey (the "Real Estate"), and Seller's option to purchase the Real Estate; and
- (vii) all other tangible and intangible property primarily associated with the operation of Pioneer, including but not limited to, the name "Pioneer Industries, Inc.", fixtures for manufacturing proprietary products, patents, tradenames, trademarks, blueprints, drawings, engineering data, operation manuals, designs, patterns, customer lists, brochures, maintenance records, telephone numbers, goodwill and all applicable technology, know how and intangible rights.

(b) Excluded Assets. It is understood and agreed that the following (the "Excluded Assets") are excepted from the Purchased Assets to be transferred to Buyer pursuant to Section 2.1(a):

- (i) inter-company accounts receivable; and
- (ii) all assets, properties, rights and business not set forth in Section 2.1(a).

2.2 Assumption of Certain Liabilities.

(a) Assumed Liabilities. As of the Effective Date, Buyer shall assume the following liabilities and obligations (the "Assumed Liabilities"):

- (i) any obligations arising under the Purchased Contracts;
- (ii) the recorded accounts payable of Pioneer on the Closing Date Balance Sheet, excluding inter-company accounts payable (other than employee-related liabilities and obligations);
- (iii) accrued and unpaid expenses of Pioneer incurred in the ordinary course of business, exclusive of income taxes and inter-company accounts (other than employee-related liabilities and obligations);

11.16 Damages.

Notwithstanding anything to the contrary elsewhere in this Agreement, no party (or its Affiliates) shall, in any event, be liable to the other parties (or its Affiliates) for any consequential damages, including, but not limited to, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, relating to the breach or alleged breach of this Agreement. Each party agrees that it will not seek punitive damages as to any matter under, relating to, or arising out of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

SELLER:

BUYER:

Core Industries Inc

SMM Acquisition Corporation

By: [Signature]
Its: Executive Vice President

By: [Signature]
Its: Vice President

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BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, dated as of July 13, 1994 (the "Agreement"), between Core Industries Inc, a Nevada corporation ("Seller"), and SWW Acquisition Corporation, a Michigan corporation ("Buyer"), and intending to be legally bound hereby, Seller hereby unconditionally and irrevocably sells, conveys, grants, assigns, and transfers to Buyer and its successors and assigns all of Seller's legal, beneficial, and other right, title, and interest in and to the Purchased Assets.

Upon the request of Buyer, at any time and from time to time after the date hereof, without further consideration, Seller shall execute and deliver to Buyer such further instruments of sale, conveyance, assignment, and transfer, and take such other action, all upon the reasonable request of Buyer, in order more effectively to sell, convey, grant, assign, transfer, and deliver all or any portion of the Purchased Assets to Buyer, and to assure and confirm to any other person the ownership of the Purchased Assets by Buyer.

The Purchased Assets are being sold "as is, where is," without any representations and warranties whatsoever as to their physical condition, fitness for any particular purpose, merchantability or otherwise.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, Seller have caused this Bill of Sale and Assignment to be executed this 13th day of July, 1994.

SELLER:

Core Industries Inc

By: [Signature]
Its: Executive Vice President

Accepted by:
SWW Acquisition Corporation

By: [Signature]
Its: Vice President

Dated: July 13, 1994

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TRADEMARK

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RECORDED: 08/21/1998