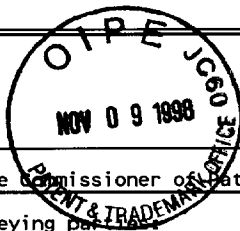


11-16-1998

Attorney Docket: 771/10047

Form PTO-1594
1-31-92



100878353

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11/19/98

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

1. Name of conveying party:

SISTEMCO N.V.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Company of The Netherlands Antilles

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)

Name: REMSTAR AG

Internal Address: Cham Switzerland

Street Address:

City CHAM Country SWITZERLAND

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Switzerland
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation must be a separate document from Assignment)

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 09271994

Additional name(s) & address(es) attached?
 yes no

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

A. Trademark Application No.(s)	B. Trademark registration No(s).
	1,312,084
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

James F. McKeown, Esquire
 Evenson, McKeown, Edwards & Lenahan, P.L.L.C.
 1200 G Street, N. W., Suite 700
 Washington, D. C. 20005-3814

6. Total number of applications and registrations involved:
 1

7. Total Fee (37 CFR 3.41): \$40.00

Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323
 Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323
 (Attach dupl. copy of this page if paying by Deposit Account)

11/18/1998 DNGUYEN 00000211 1312084
 01 FC:481 40.00 OP

DO NOT WRITE IN 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.

James F. McKeown 25,406 November 9, 1998
 Name of Person Signing Signature Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 6

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 1812 FRAME: 0456

**AGREEMENT ON PURCHASE AND SALE AND ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

The undersigned:

1. SISTEMCO N.V. a company organized and existing under the laws of the Netherlands Antilles whose registered office is at Curacao, Netherlands Antilles ("the Assignor")

and

2. REMSTAR AG a company organized and existing under the laws of Switzerland, whose registered office is at Cham, Switzerland ("the Assignee")

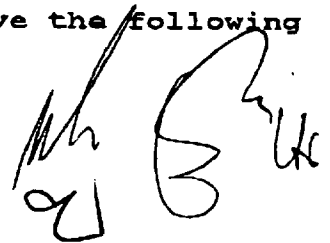
PREAMBLE:

- WHEREAS the Assignor is the registered proprietor of certain intellectual property rights, including certain U.S. patents for fire- and heat resistant filing cabinets and/or methods of manufacture ("the Patents") and certain trademarks and trademark applications registered in the U.S.A. and Canada ("the Trademarks");
- WHEREAS the Patents and the Trademarks shall hereafter collectively be referred to as "the IPR's";
- WHEREAS the Assignor has agreed to sell and assign all rights in the IPR's to the Assignee ("the Assignment").

HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

In this agreement the following terms shall have the following meanings:



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- "the Patents": the patents listed in Appendix B to this agreement;
- "the Trademarks": the trademarks and trademark application listed in Appendix A to this agreement;
- "the IPR's": the Patents and the Trademarks.

Article 2 - Assignment

- 2.1 The Assignor herewith sells and assigns all rights, title and interest in the IPR's to the Assignee with effect as from October 1, 1994. The Assignee herewith purchases and accepts the Assignment of the IPR's.
- 2.2 The Assignor shall within one month as from the date of the Assignment deliver to the Assignee all filings, explanatory notes and other documents in relation to the IPR's, at no cost to the Assignee.
- 2.3 The Assignment includes, as the case may be, the part of the goodwill of the business which is connected with the Trademarks and, with respect to the IPR's in general, the right to sue for damages and other remedies in respect of any infringements of the IPR's which may have occurred prior to the date hereof.
- 2.4 The Assignment includes the assumption by the Assignee of all obligations which will arise in connection with the IPR's as from October 1, 1994.

Article 3 - Purchase price and expenses

- 3.1 In consideration of the Assignment the Assignee will pay to Assignor the sum of Sfr. 2,100,000.00 (Swiss francs two million one hundred thousand) before November 1, 1994.
- 3.2 All costs and expenses relating to the Assignment will be for the account of the Assignee. Each of the parties shall

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bear their own advisory and attorneys fees payable in connection with the Assignment.

Article 4 - Representations and Warranties

The Assignor represents and warrants that:

4.1 In respect of each of the IPR's:

- (i) all declarations and/or documents required to be registered have been duly filed with the appropriate intellectual property rights authorities;
- (ii) all fees, costs and expenses relating to the registrations have been paid in full; and
- (iii) all other obligations in connection with the IPR's until October 1, 1994, have been duly fulfilled;
- (iv) as per October 1, 1994, there will be no undisclosed licence agreements.

4.2 The Assignor is the exclusive owner of the IPR's and the IPR's are unencumbered and free of any claims by third parties.

4.3 The use of the IPR's does not infringe any intellectual property rights or other rights of third parties.

Article 5 - Miscellaneous

5.1 The Assignee shall and is hereby authorized to cause the Assignment and the transfer of ownership effected thereby to be duly recorded in the appropriate registers without delay, in accordance with applicable statutory requirements.


5.2 The Assignor is under the obligation to cooperate with the execution of all further documents and to perform all further acts as may be necessary to cause the Assignment to have full force and effect.

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5.3 This agreement is construed in accordance with and governed by the laws of Switzerland.

Duly signed in twofold at Zürich on Sept. 27, 1994


E. WEISS
Assignor F. KLEINER


R. FLURY Assignee P. DIETHELM

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APPENDIX A

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NR.</u>	<u>CLASS</u>	<u>RENEWAL DATE</u>
REMSTAR	U.S.A	1312084	9,	01.01.2005
SHUTTLE	U.S.A.	74/410656	7,	APPLICATION 06.07.1993
REMSTAR	CANADA	275746		14.01.1998

Handwritten signatures and initials:
 Mh. [Signature]
 [Signature]
 [Signature]

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