

12-04-1998



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11/21/98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/03/1998 NGUYEN 00000253 1750925

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 34 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1821 FRAME: 0985

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750925"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

JANET E. WITT

Name of Person Signing

Signature

Date Signed

BILL OF SALE

Star Bank, N.A., Cincinnati ("Seller"), for good and valuable consideration in hand paid by National Autobody Supply Company, a Georgia corporation, ("Buyer"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, its successors and assigns, all right, title and interest which Seller has in the following assets (the "Transferred Property") which constitute the assets surrendered, transferred and assigned this day by Compositite, Inc. to Seller by that certain Transfer and Assignment of Collateral of even date herewith:

Goods, merchandise and other personal property, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed and all accessions, proceeds and products thereof (hereinafter collectively referred to as "inventory"), all accounts, open accounts receivable, book debts, contract rights, notes, drafts, acceptances, instruments, chattel paper, general intangibles and other forms of obligations or receivables and all proceeds thereof, plus any and all goods returned or rejected by, or repossessed from customers (hereinafter collectively referred to as "accounts receivable"), machinery, parts, tools, accessories, attachments, additions, other goods and accessions, and including all replacements, accessions and proceeds thereof (hereinafter collectively referred to as "equipment"), all fixtures and furniture of any kind and type and located at all places of business or elsewhere and including all replacements, accessions and all proceeds thereof (collectively referred to as "fixtures and furniture"), and all general intangibles, patents, trademarks, copyrights and applications therefor, goodwill, wherever located, their products and proceeds, cash and non-cash.

Seller hereby transfers the Transferred Property "as is" and makes NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, with respect to the Transferred Property.

Upon execution and delivery of this Bill of Sale, Buyer shall have title to the Transferred Property. Seller shall have no liability hereunder beyond the amount of the purchase price paid by Buyer.

STAR BANK, N.A.

Date: 4/7/93

By C. P. Bryant
Chester P. Bryant
Vice President

ASSET PURCHASE AGREEMENT

This Agreement, made and entered into the 7th day of April, 1993 by and between Star Bank, N.A., Cincinnati, whose address is 425 Walnut Street, Cincinnati, Ohio 45202 (hereinafter referred to as "Seller"), and National Autobody Supply Company, a Georgia corporation, whose address is 339 Circle Freeway Drive, Cincinnati, Ohio 45246 (hereinafter referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller acquired certain assets, as hereinafter defined, from Compositite, Inc. ("Compositite") pursuant to the terms of a certain Agreement to Surrender Collateral in Partial Satisfaction of Debt dated April 7, 1993 (the "Surrendered Assets"); and

WHEREAS, Buyer desires to purchase the Surrendered Assets from Seller, and Seller desires to sell the Surrendered Assets to Buyer, for the purchase price and upon the other terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, each to the other paid, receipt of which is hereby acknowledged by each, Buyer and Seller hereby mutually agree as follows:

1. Assets Purchased, Obligations Assumed And Purchase Price. The assets to be purchased and the purchase price therefor shall be as follows:

(a) Buyer shall pay in cash or its equivalent at Closing to Seller the sum of One Million Two Hundred Seventy Five Thousand Dollars (\$1,275,000.00) for all of the Surrendered Assets

belonging to Seller on the date of this Agreement, more fully set forth in Schedule A attached hereto.

(b) Said assets purchased by Buyer shall be conveyed to Buyer "as is" and Seller makes NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, with respect to said assets. At the closing, Seller shall deliver to Buyer a Bill of Sale and such other good and sufficient evidence of transfer and conveyance of the Surrendered Assets purchased by Buyer as shall be necessary or desirable to vest title in Buyer. Seller shall have no responsibility or liability to Buyer for claims, if any, which creditors of Compositite may bring or assert.

Upon delivery of the foregoing documents and the delivery of all other documents for which provision is made hereunder and the taking of all action by Seller and Buyer for which provision is made herein prior to Closing, the Buyer at the Closing shall deliver to Seller the full purchase price of \$1,275,000 in cash or its equivalent, from which \$75,000 shall be paid to Buyer in full payment and satisfaction of its security interest in said assets, and the \$1,200,000 balance shall be disbursed to seller.

2. Delivery of Assets. The assets purchased herein are currently held at 339 Circle Freeway Drive, Cincinnati, Ohio 45246. The assets will be delivered to Buyer on the Closing Date.

3. Closing.

(a) The Closing of the purchase and sale of the assets agreed to be conveyed under Section 1 above shall take place at 10:00 a.m. on April 5, 1993 at the offices of Seller, or

at such other time or place as the parties may agree (herein "Closing Date").

(b) From time to time after the Closing, at Buyer's request and without further consideration, Seller agrees to execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may request to more effectively convey, transfer to and vest in Buyer title to, and put Buyer in possession of, the Surrendered Assets, conveyed, transferred and delivered hereunder. Buyer also agrees to execute and deliver to Seller after the Closing such documents as are necessary or desirable to carry out its obligations under this Agreement.

4. Indemnities. Buyer agrees to defend and hold Seller harmless from and against all damages, losses, demands, costs and expenses, including interest, penalties, and reasonable attorneys' fees, incurred or suffered by Seller and relating to any breach of, or failure by Buyer to perform, any of the representations, warranties, covenants or agreements contained in this Agreement.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a corporation, duly organized and validly existing in good standing under the laws of the State of Georgia and has all requisite power and authority to conduct its business and is entitled to carry on its business as now being conducted;

(b) This Agreement has been duly authorized, executed and delivered by Buyer and constitutes a legal, valid and

binding obligation of Buyer, and no consent not obtained is required for the execution and delivery of this Agreement by Buyer or for consummation of the transactions contemplated hereby.

6. Notices. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed (until another address has been previously supplied to the other party by the addressee) as follows:

(a) if directed to Seller, to:

Star Bank, N.A.
425 Walnut Street
Cincinnati, Ohio 45202
Attn: Chester Bryant

with a copy to:

Thomas S. Shore, Jr., Esq.
Rendigs, Fry, Kiely & Dennis
900 Central Trust Tower
Cincinnati, Ohio 45202

(b) if directed to Buyer, to:

National Autobody Supply Company
339 Circle Freeway Drive
Cincinnati, Ohio 45246
Attn: David Machamer

with a copy to:

Douglas W. Kessler, Esq.
Vaughan & Murphy
Two Ravinia Drive, Ste. 1200
Atlanta, Georgia 30346

7. Survival of Representations, Warranties, Covenants and Indemnities. The representations, warranties, covenants and indemnities of the parties shall survive the Closing.

8. Miscellaneous.

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permissible assigns of each of the parties hereto.

(b) All prior negotiations and agreements between the parties hereto are superseded by this Agreement and there are no representations, warranties, understandings, covenants or agreements other than those expressly set forth herein, except as modified in writing concurrently herewith or subsequent hereto.

(c) Neither party shall assign rights under this Agreement without the prior written consent of the other party.

(d) Each party warrants and represents to the other party that the warranting party has not, and will not, obligate the other party to pay any commission or brokerage fee to anyone as a result of the sale herein contemplated.

(e) This Agreement may not be enlarged, modified or altered, except in writing signed by the parties hereto and endorsed hereon.

(f) This Agreement is made pursuant to, and shall be governed by, the laws of the State of Ohio.

(g) This Agreement may be executed in one or more counterpart copies; each of such fully executed copies shall be considered an original, but together shall constitute one Agreement.

9. Cooperation. The parties hereto are entering into this Agreement in good faith, and each shall prior to, on and after

the date of the Closing of this Agreement, proceed expeditiously, cooperate fully with the other and take such measures deemed necessary to complete this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set this hands this 7 day of April, 1993.

WITNESSES

STAR BANK, N.A., CINCINNATI
Seller

[Signature]
[Signature]
[Signature]
[Signature]

By [Signature]
C.P. Bryant
Vice President

NATIONAL AUTOBODY SUPPLY COMPANY

By [Signature]
Its
Buyer

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4/7/93

SCHEDULE A

Goods, merchandise and other personal property, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed and all accessions, proceeds and products thereof (hereinafter collectively referred to as "inventory"), all accounts, open accounts receivable, book debts, contract rights, notes, drafts, acceptances, instruments, chattel paper, general intangibles and other forms of obligations or receivables and all proceeds thereof, plus any and all goods returned or rejected by, or repossessed from customers (hereinafter collectively referred to as "accounts receivable"), machinery, parts, tools, accessories, attachments, additions, other goods and accessions, and including all replacements, accessions and proceeds thereof (hereinafter collectively referred to as "equipment"), all fixtures and furniture of any kind and type and located at all places of business or elsewhere and including all replacements, accessions and all proceeds thereof (collectively referred to as "fixtures and furniture"), and all general intangibles, patents, trademarks, copyrights and applications therefor, goodwill, wherever located, their products and proceeds, cash and non-cash.