



01-26-1999

01-13-1999



0. 61908-1

To the Hon. U.S. Patent & TMOfc. TM Mail Rcpt Dt. #34

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ents or copy thereof

1. Name of conveying party(ies):

REC'D 1-13-99

Metal Coaters Holding, Inc
7301 Fairview
Houston TX 77041

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 5, 1998

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

Name: Metal Coaters Operating, L.P.

Internal Address: _____

Street Address: 7301 Fairview

City Houston State TX ZIP 77041

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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)

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,663,664 and 1,675,343

Additional numbers attached? Yes No

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

Name: Kay Lyn Schwartz

Internal Address: 29th Floor

Street Address: 1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201-4761

6. Total number of applications and registrations involved 2 E

7. Total fee (37 CFR 3.41) \$ 95.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: 070153

(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.

Kay Lyn Schwartz

Name of Person Signing

[Signature]
Signature

1-5-99

Date

Total number of pages including cover sheet, attachments, and document: 9

01/22/1999 BNGUYEN 00000248 1663664

01 FC:481 40.00 OP
02 FC:482 25.00 OP

**GENERAL BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This General Bill of Sale, Assignment and Assumption Agreement, dated as of May 5, 1998, is by and between Metal Coaters Holding, Inc., a Delaware corporation ("MCHI"), and Metal Coaters Operating, L.P., a Texas limited partnership ("LP").

WHEREAS, MCHI is the limited partner of LP; and

WHEREAS, MCHI desires to contribute, as a capital contribution to LP, all of the assets of MCHI (except for certain assets listed on Schedule A hereto) and LP desires to assume all of the liabilities of MCHI;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties and agreements set forth below, the parties to this Agreement hereby agree as follows:

1. Effective Time. This Agreement and the assignment and assumption provided for in this Agreement shall be effective (the "Effective Time") at the start of business on May 5, 1998.

2. Assignment by MCHI. As of the Effective Time, MCHI hereby transfers, assigns, conveys and delivers to LP, its successors and assigns forever, as a contribution to the capital of LP, all right, title and interest in and to all of the assets of MCHI of every kind and character, whether tangible or intangible, real or personal, or owned or leased (except for the assets listed on Schedule A hereto, hereinafter the "Excluded Assets"), including, without limitation:

(i) all of the properties and assets of MCHI used primarily in, or primarily related to the business of, MCHI;

(ii) all of the properties and assets of MCHI of a nature not normally reflected on a balance sheet in accordance with generally accepted accounting principles that are used primarily in, or are primarily related to the business of, MCHI;

(iii) all equipment, machinery, leasehold improvements, spare parts, tools, instruments, telephone and computer systems, vehicles, furniture, fixtures and other tangible personal property owned by MCHI on the date hereof, wherever the same may be located;

(iv) all inventory of MCHI, whether on location, in transit or on consignment on the date hereof;

(v) all cash, prepaid expenses, securities, notes receivable and related documents of MCHI;

(vi) all accounts receivable, including all intercompany accounts receivable;

(vii) all real property, buildings and fixtures owned by MCHI, whether or not used by or related to the business of MCHI, and all leased real property, buildings and fixtures (including leasehold improvements) used by or related to the business of MCHI;

(viii) any other properties and assets of or used by MCHI as of the date hereof, other than the Excluded Assets;

(ix) all equipment and other personal property leases of MCHI for equipment and other personal property leased by MCHI from others or owned by MCHI and leased to others;

(x) all security and other deposits, advance rents and any other payments made thereunder prior to the date hereof for the benefit or to the account of MCHI as tenant pursuant to any real or personal property leases;

(xi) all purchase orders, contracts and commitments of MCHI, including but not limited to those for purchase of items of inventory or other personal property placed or incurred by MCHI;

(xii) all rights, claims and interests under any purchase orders, contracts and commitments to which MCHI is a party;

(xiii) all customer lists and relationships, including all open and unfilled customer orders and executory customer contracts, and all information relating to customers including names, addresses and purchase, delivery and billing programs and histories;

(xiv) all proprietary data, information and items (whether or not reduced to writing), including trade secrets, ideas, concepts, inventions, discoveries, plans, specifications, designs, drawings, techniques, models, documentation, research, development, processes, procedures, business acquisition plans, "know-how", marketing techniques and marketing and product literature, marketing and development plans, price lists, pricing policies, details of customer, distributor or consultant contracts, financial information and any other information relating to vendors, customers and employees, trade secrets and business, trade and industrial or distribution practices;

(xv) all licenses, royalties, assignments and other similar agreements;

(xvi) governmental permits, approvals and authorizations, to the extent they are transferable or assignable;

(xvii) all good will;

(xviii) all financial, accounting, engineering, drafting, payroll, invoicing, shipping, ordering, data processing, personnel and administrative systems, procedures and applications and software programs in whatever media, including paper, electronic, magnetic, microfilm or microfiche, and all manuals and other documentation thereof; and

(xix) all current and active records, files and papers pertaining to any of the foregoing.

TO HAVE AND TO HOLD unto LP, its successors and assigns, to its and their own use and benefit forever. The rights, titles and interests of MCHI assigned to LP hereby are collectively referred to in this Agreement as the "Assets." MCHI, for itself and its successors and assigns, covenants and agrees forever to warrant and defend the assignment of the Assets unto LP and LP's successors and assigns against all claims and demands.

3. Assumption by LP.

(a) In consideration of the assignment of the Assets, LP hereby assumes and accepts liability for, and agrees to pay, discharge and perform and to hold MCHI harmless from, all legally binding obligations and debts of MCHI, known or unknown, actual or contingent, existing as of the Effective Time (the "Liabilities"), including any and all defenses, setoffs and counterclaims to which MCHI would be entitled with respect to such Liabilities, it being expressly understood and agreed by the parties hereto that no such defenses, setoffs or counterclaims are waived by the execution of this Agreement or the consummation of the transactions contemplated hereunder and that on and after the Effective Time LP shall be fully subrogated to all such defenses, setoffs and counterclaims.

(b) MCHI agrees to hold LP harmless from all debts and obligations of MCHI incurred after the Effective Time which do not constitute Liabilities.

4. Required Notices and Consents. MCHI has given or will give notice of the assignment of the Assets and assumption of the Liabilities effected by this Agreement to all persons or entities known to it to be entitled to such notice, and upon request of LP and reimbursement by LP of any expenses will seek to obtain any required consents.

5. Appointment of Attorney. MCHI hereby constitutes and appoints LP its true and lawful attorney-in-fact, with full power of substitution in the name or stead of MCHI, to act in the name of LP but on behalf of and for the benefit of MCHI:

(i) to demand, collect and receive for the account of MCHI or LP any or all of the Assets hereby conveyed, transferred, assigned and delivered to LP or intended so to be;

(ii) from time to time to institute or prosecute, in the name of MCHI or otherwise, all proceedings that LP, in its sole discretion, may deem necessary or convenient in order to

realize upon, affirm or obtain title to or possession of, or to collect, assert or enforce any claim, right or title of any kind in or to the Assets;

(iii) to endorse the name of MCHI on any and all checks, notes, drafts or other instruments of commercial paper that may be payable or endorsed to the order of MCHI and that constitute or represent all or any part of the Assets;

(iv) to defend and compromise any and all actions, suits, or proceedings in respect of any of the Assets; and

(v) to do all such other acts and things (not inconsistent herewith or with this Agreement) in relation to the Assets as LP, in its sole discretion, deems desirable.

MCHI agrees that the foregoing powers are coupled with an interest and shall not be revocable by MCHI for any reason whatsoever.

6. Further Assurances. Each party hereto shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer, assignment or assumption, and all notices, releases, acquittances and other documents that may be necessary or advisable to consummate the transactions contemplated by this Agreement, to evidence the assumption of the Liabilities by LP, or more fully to sell, convey, transfer, assign, and deliver to and vest in LP the Assets hereby sold, conveyed, transferred, assigned, and delivered or intended so to be.

7. Notices. Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be effected either by personal delivery in writing or by telex or facsimile transmission, to:

If to MCHI: 7301 Fairview
Houston, Texas 77041
Attention: Robert J. Medlock
Facsimile: (713) 466-3368

If to LP: 7301 Fairview
Houston, Texas 77041
Attention: Robert J. Medlock
Facsimile: (713) 466-3368

Each party to this Agreement may from time to time change the address to which notices may be given by giving the other party written notice, in the manner provided in this section, of the new address and the date upon which it will become effective. Notices shall be deemed given upon receipt, if delivered personally, or upon receipt by the sender of the answerback (in the case of a telex) or transmission confirmation (in the case of a facsimile transmission).

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral agreements pertaining to such subject matter.

10. Binding Nature. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

14. Successors. All agreements of the parties in this Agreement shall bind and inure to the benefits of their respective successors.

[The next following page is the signature page.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

METAL COATERS HOLDING, INC.

By: 
Robert J. Medlock, Vice President

METAL COATERS OPERATING, L.P.

By: NCI Operating Corp.,
general partner

By: 
Robert J. Medlock, Vice President

SCHEDULE A

Assets Not Assigned to LP

1. A 99% limited partnership interest in LP.
2. 10,000 shares of common stock of Metal Coaters of California, Inc., a Texas corporation.