

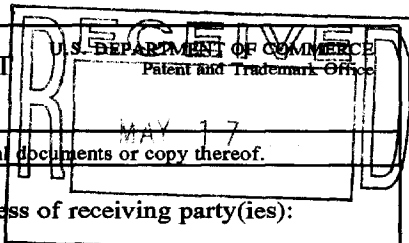
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R SHEET
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Westinghouse Electric Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State of Pennsylvania
- Other _____

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

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

Name: Air Nail Company, Inc.

Address: 629 East Butler Road

Butler, Pennsylvania 16001

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State of Pennsylvania
- 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Agreement of Purchase and Sale; Bill of Sale and Assignment

Execution Date: July 15, 1983

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,804,103

1,805,780

Additional numbers attached? Yes No

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

Name: Mark E. Miller, Esq

Address: Fliesler, Dubb, Meyer & Lovejoy LLP

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and registrations involved: 2

(\$40 first mark per document; \$25 second and subsequent marks in same document.)

7. Total fee (37 CFR 3.41).....\$ 65.00

Check Enclosed

8. Authorized to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. (A duplicate copy of this authorization is not enclosed.)

05/20/1999 SHABAZZ 00000240 1804103

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02 FC:482

40.00 DP
25.00 DP

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.

Mark E. Miller

Attorney

Reg. No. 31,401

Mark E. Miller
Signature

May 12, 1999

Date

10. Total number of pages comprising cover sheet: 1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into as of the 15th day of July, 1993 by and between WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation ("Seller"), and AIR NAIL COMPANY, INC., a Pennsylvania corporation dba KISUMO COMPANY, INC. ("Buyer").

Recitals

A. Air Nail Company, a California corporation ("Air Nail"), ANAC, Inc., Philip Siekman, Rebecca S. Kalis, E. Dingeman Kalis and Seller (successor by merger to Westinghouse Credit Corporation ("WCC")) entered into a Revolving Credit and Term Loan Agreement dated as of June 24, 1988 (the "Loan Agreement") and related agreements and instruments contained or referenced in the exhibits and the schedules thereto, as from time to time amended (collectively the "Loan Documents").

B. Pursuant to the Loan Documents, Air Nail granted to Seller a first priority security interest in virtually all of the assets of Air Nail.

C. Air Nail defaulted under the Loan Agreement and the other Loan Documents.

D. By reason of the Air Nail's defaults and pursuant to the terms of the Loan Documents, Seller, with Air Nail's consent, took possession of assets of Air Nail, which assets are collateral for the loans by Seller to Air Nail evidenced by the Loan Documents.

E. Pursuant to the Loan Documents and applicable California law, Seller has given notice that it will sell on or after July 16, 1993 at a private foreclosure sale all or part of the assets of Air Nail.

F. Seller desires to sell at private foreclosure sale its interest in the Personal Property (as hereinafter defined), and Buyer is willing to acquire such interests in the Personal Property, all on the terms and conditions herein provided.

Agreement

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

**ARTICLE 1.
SALE OF THE PERSONAL PROPERTY**

1.1 Personal Property. As used herein, the term "Personal Property" shall mean that tangible and intangible personal property more fully described in Exhibit A attached hereto.

1.2 Sale and Purchase. Subject to all of the terms and conditions hereof, Seller hereby agrees to sell to Buyer at a private foreclosure sale held pursuant to California Commercial Code §9504, and Buyer agrees to purchase from Seller, the Personal Property on an "AS IS" "WHERE IS" basis, with only those limited representations and warranties contained in Section 3.1 and subject to those disclaimers contained in Section 3.3.

1.4 Payment of Purchase Price.

1.4.1. Non-Refundable Deposit. On or before July 16, 1993, Buyer shall wire transfer to Seller a non-refundable deposit in the amount of _____ ("t"). The Deposit shall be credited against _____ at Closing (as defined in Section 5.6). Buyer acknowledges and agrees that (a) the Deposit is in consideration of Seller taking the Personal Property off of the market and negotiating exclusively with Buyer for the purchase and sale of the Personal Property and (b) if this Agreement is terminated for any reason, other than due to (i) Seller's default, (ii) a redemption of the Personal Property or (iii) a casualty loss as set forth in Section 7.1(a) hereof, Seller shall retain the Deposit. In the event this Agreement is terminated prior to Closing by reason of (i) Seller's default hereunder, (ii) a redemption of the Personal Property or (iii) a casualty loss as set forth in Section 7.1(a) hereof, Seller shall immediately refund the Deposit to Buyer.

1.4.2. Balance. The balance of the Purchase Price, i.e., the Purchase Price less the Deposit if actually paid to Seller, subject to the Adjustments to Purchase Price specified in Section 1.4.3, shall be paid by Buyer at the Closing by wire transfer of immediately available federal funds to the order of Seller.

1.4.3. Adjustments to Purchase Price. The Purchase Price shall be adjusted as of the Closing as follows:

- a. The Purchase Price shall be decreased by the amount of all receivables of Air Nail which are actually collected by Seller on and after July 13, 1993 and through the

made by Buyer or Seller except as specifically set forth in this Agreement, and in particular, no oral or written expression, or non-verbal conduct of a person intended by such person as a substitute for oral or written expression, will be attributed to Buyer or Seller as an agreement or a warranty or representation, except as specifically set forth in this Agreement.

9.13 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of this person or entity may require.

9.14 Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

9.15 Applicable Law. This Agreement shall be given effect and construed by application of the law of the State of California without regard to principles of conflicts of laws.

9.16 Computation of Time. In computing any time for giving notices or other period of time prescribed or allowed by any provision of this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a legal holiday in Los Angeles, California, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. Unless otherwise specified herein, all notice or other periods expire as of 5:00 p.m. on the last day of the notice or other period.

9.17 Counterparts. This Agreement may be executed in counterparts by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

WESTINGHOUSE ELECTRIC CORPORATION,
a Pennsylvania corporation

By: 

Donald R. Rooney, Jr.
Vice President

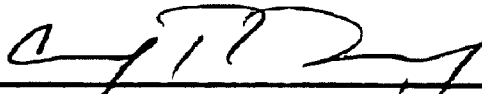
Financial Services Business Unit

BUYER:

AIR NAIL COMPANY, INC.
dba KISUMO COMPANY, INC.,
a Pennsylvania corporation

By: _____

Title: _____



VP FINANCE - SECRETARY

EXHIBIT A

DESCRIPTION OF PERSONAL PROPERTY

All inventory, equipment, goods, accounts, general intangibles, chattel paper, deposit accounts, instruments (as those terms are defined in Division 9 of the California Commercial Code) now owned by Air Nail Company ("Air Nail"), and all other tangible and intangible personal property now owned by Air Nail, of any nature whatsoever, together with all accessories, additions, attachments, proceeds, products, replacements and substitutions of or to all the foregoing, but specifically excluding (A) any cash of Air Nail, (B) any of Air Nail's rights in or with respect to leases or subleases of real property, and (C) any of Air Nails' rights under any of the loan documents between Air Nail and Westinghouse Electric Corporation ("Westinghouse") (as successor by merger to Westinghouse Credit Corporation ("WCC")) or any other agreement to which Westinghouse or WCC is a party.

As used in the preceding sentence, "accounts" shall include any right to payment for goods sold or leased, to be sold or leased, or for services rendered or to be rendered no matter how evidenced, including accounts receivable, contract rights, chattel paper, instruments, notes, drafts, acceptances, general intangibles, and other forms of obligations or receivables.

BILL OF SALE AND ASSIGNMENT

WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation ("Seller"), as successor by merger to Westinghouse Credit Corporation ("WCC"), pursuant to a private foreclosure sale of its personal property collateral under California Commercial Code section 9504 after default by Air Nail Company, a California corporation ("Air Nail"), as debtor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers and assigns to AIR NAIL COMPANY, INC., a Pennsylvania corporation dba ISM COMPANY, INC. ("Buyer"), free and clear of all of Seller's security interests, all rights, titles and interests in all tangible and intangible personal property of Air Nail described in Exhibit A attached hereto, wherever located, including, without limitation, (i) trade names, service marks and trademarks of Air Nail, and (ii) customer lists of Air Nail, but specifically excluding (A) any cash of Air Nail, (B) any of Air Nail's rights in or with respect to leases or subleases of real property, and (C) any of Air Nail's rights under any of the loan documents between Air Nail and Seller (as successor by merger to WCC) or any other agreement to which Seller or WCC is a party ("Personal Property").

In addition to those limited representations and warranties made by Seller in that Agreement of Purchase and Sale dated as of July 15, 1993 between Seller and Buyer ("Purchase Agreement"), Seller represents and warrants to Buyer as of the date of this Bill of Sale and Assignment ("Bill of Sale") as follows:

a. The individual executing this Bill of Sale on behalf of Seller is duly authorized to execute this Bill of Sale and to bind Seller to the terms hereof;

b. Immediately prior to the private foreclosure sale ("Foreclosure Sale") under the Security Agreement (Revolving Credit Note), the Security Agreement (Senior Term Loan Note) and Security Agreement (Junior Term Loan Note), each executed by Air Nail in favor of Seller and pursuant to California Commercial Code section 9504 and evidenced by this Bill of Sale, Seller had a perfected security interest in the Personal Property; and

c. Seller is unaware, after reasonably diligent inquiry, of any liens or security interests in the Personal Property which were superior to the lien of Seller's security interest in the Personal Property as such lien existed immediately prior to the Foreclosure Sale.

Except as set forth in the preceding sentence and the Purchase Agreement, Seller makes no express or implied representation or warranty whatsoever with respect to the Personal Property,

including but not limited to, the condition or value of the Personal Property or the fitness of the Personal Property for any particular use or purpose, all of which are expressly disclaimed.

Seller acknowledges that Buyer, in purchasing the Personal Property, is not assuming any indebtedness, liabilities or obligations of Air Nail, Seller, or any other person or entity (except as otherwise agreed to in a writing signed by Buyer and Seller).

Seller and Buyer each agrees to execute and deliver such other documents and to take such further actions as may be reasonably necessary to carry out the purpose and intent of this Bill of Sale.

This Bill of Sale is entered into, executed and delivered in connection with, and shall be interpreted as part of, the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of this 21st day of July, 1993.

WESTINGHOUSE ELECTRIC CORPORATION,
a Pennsylvania corporation

By: Donald R. Rooney, Jr.
Donald R. Rooney, Jr.
Vice President
Financial Services Business Unit

EXHIBIT A

PERSONAL PROPERTY

All of Air Nail Company's inventory, equipment, goods, accounts, general intangibles, chattel paper, deposit accounts, instruments (as those terms are defined in Division 9 of the California Commercial Code), and all other tangible and intangible personal property of any nature whatsoever, together with all accessories, additions, attachments, proceeds, products, replacements, and substitutions of or to all the foregoing.

As used in the preceding sentence, "accounts" shall include any right to payment for goods sold or leased, to be sold or leased, or for services rendered or to be rendered no matter how evidenced, including accounts receivable, contract rights, chattel paper, instruments, notes, drafts, acceptances, general intangibles, and other forms of obligations or receivables.