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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments
Commissioner of Patent and Trademarks
Washington, D.C. 20231

ASSIGNMENT (DOCUMENT) COVER SHEET (37 CFR 3.31)

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 CFR 1.10


I hereby certify that this "Assignment (Document) Cover Sheet (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the **Commissioner of Patents and Trademarks, Washington, D.C. 20231.**

37 CFR 1.8(a)
with sufficient postage
as first class mail

or

37 CFR 1.10
as "Express Mail Post
to Addressee" Mailing
Label No.

Date: July 2, 1999



R. William Graham
Reg. No.

07/08/1999 NGUYEN 00000390 1876501

01 FC:481

(40.00 DP)

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S) OR TRADEMARKS
FOR ASSIGNMENT (DOCUMENT) RECORDAL
(37 CFR 3.21 AND 37 CFR 3.31(a)(4))**

1. This Assignment is for the following patent application and/or issued patent or trademark:

Trademark: TECHBRITE

Registration No. 1876501

(complete if applicable) which was previously assigned and recorded.

Date _____ Reel _____ Frame _____

(also complete the following, if applicable)

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS OR TRADEMARKS
AND TOTAL FEE (37 CFR 3.28(a)(6))**

2. A. The total number of applications and/or patents or trademarks identified in this cover sheet is 1.

B. The total fee is (37 CFR 1.21(h)):

1 x \$40.00 = \$ 40.00.

C. Payment of fee is made by:

x attached check for \$ 40.00

A duplicate of this cover sheet is attached

2

NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(a)(1))

3. The party(ies) conveying interest is (are):

NAME 1: ECOFAB, INC.

**NAME AND ADDRESS OF PARTY(IES) RECEIVING
INTEREST (37 CFR 3.31(a)(2))**

4. The rights are being conveyed to: HSBO CORPORATION
120 Moore Road
Hillsboro, Ohio 45133

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED (37 CFR 3.31(a)(3))**

5. The accompanying document intends to accomplish:

x an asset purchase agreement and assignment and accompanying documents

**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE
SHOULD BE MAILED (37 CFR 3.31(a)(5))**

6. Please address correspondence to:

R. William Graham
22 S. St. Clair St.
Dayton, Ohio 45402
937-461-6988

DATE ASSIGNMENT (DOCUMENT) EXECUTED 37 CFR 3.31(a)(7))

7. The attached assignment (document) was executed on 8/31/1995.

LANGUAGE OF ASSIGNMENT (DOCUMENT TO BE RECORDED)

8. The attached document:

x is in the English language

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

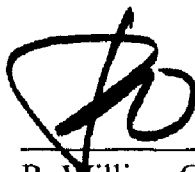
9. Submitted herewith is:

X a true copy of the original document

**STATEMENT (37 CFR 3.31(a)(9)) AND
SIGNATURE (37 CFR 3.31(a)(10))**

10. x 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.

Date: July 2, 1999



R. William Graham
Reg. No. 33,891
22 S. St. Clair St.
Dayton, Ohio 45402
937-461-6988

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 31st day of August, 1995 by and between ECOFAB, INC. ("Seller") and HSBO CORPORATION ("Purchaser") under the following circumstances:

A. Seller desires to terminate the operation of its TechBrite Division and sell substantially all of the assets of such division.

B. Seller desires to sell, and Purchaser desires to purchase, such assets upon the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Purchase and Sale of Assets. Seller hereby agrees to sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser agrees to buy from Seller, all of the assets of Seller's TechBrite Division, including, but not limited to, the following (collectively hereinafter called the "Assets"):

1.1 Intellectual Properties. All of Seller's intellectual properties related to the TechBrite Division, including all drawings and patterns.

1.2 Promotional Material. All of Seller's promotional properties related to the TechBrite Division, including all samples and literature.

1.3 Equipment. The equipment related to the TechBrite Division including two presses, an unwind unit, a leveler, a trash compactor, assembly equipment, tooling, small tools and conveyor.

1.4 Inventory. All of Seller's inventory related to the TechBrite Division, including raw materials, work in process, and finished goods.

1.5 Office. Office equipment to furnish three offices.

1.6 Trade Name. All of Seller's rights to the use of the name "TechBrite".

1.7 Records. All of Seller's records related to the TechBrite Division including customer list, files and operating records.

2. Purchase Price. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Assets shall be Eighty-Four Thousand Three Hundred Dollars (\$84,300). The Purchase Price shall be payable by means of a check at Closing.

3. Representations, Warranties and Covenants of Seller. Seller represents and warrants to and covenants with Purchaser that as of the date hereof and as of the Effective Closing Date:

3.1 Clear Title. At the Closing, Seller will transfer to Purchaser all of the Assets free and clear of all security interests, liens, mortgages, conditional sale contracts, attachments, judgments, and encumbrances of every kind and nature.

3.2 Fixed Assets. The Fixed Assets are being sold "AS IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTY" (whether of merchantability, fitness for a particular purpose, or other warranty), express or implied, all of which are expressly disclaimed by Seller.

3.3 No Material Adverse Change. Subsequent to the execution of this Agreement and as of the Closing Date, there shall have been no material adverse change in the financial operations, records and condition of Seller's TechBrite Division. As part of satisfying this condition, Seller shall have kept all equipment and furnishings in the condition as of the date hereof, reasonable wear and tear excepted.

4. Closing.

4.1 Closing Date. The closing ("Closing Date") shall take place on August 31, 1995, at a time mutually agreeable to the parties, and the closing as referenced in this Agreement shall be effective as of the close of business on August 30, 1995 ("Effective Date").

4.2 Place of Closing. The Closing shall be held at the offices of Coolidge, Wall, Womsley & Lombard Co., L.P.A., 33 West First Street, Suite 600, Dayton, Ohio 45402 on the Closing Date.

4.3 Instruments of Transfer. At the Closing Date, Seller shall deliver to Purchaser a Bill of Sale for the Assets and any other instruments of transfer reasonably requested by Purchaser.

4.4 Payment. At the Closing Date, Purchaser shall deliver to Seller the Purchase Price in accordance with Section 2.

5. Accounts Receivable. The parties agree and acknowledge that, effective at the close of business on August 30, 1995, the accounts receivable for the TechBrite Division prior to the Effective Date shall remain the property of Seller. Purchaser acknowledges that it is not acquiring Seller's accounts receivable.

6. Use of Space. Purchaser shall be allowed for a period of sixty (60) days after the Closing to occupy and operate in the space currently occupied by Seller's TechBrite Division. Such use

will be without charge to Purchaser. During such occupancy all risk of loss to the Assets shall be at the sole risk of Purchaser.

7. Indemnification of Seller's Liabilities. Purchaser is not assuming any obligation to pay for any of the debts, liabilities, or obligations of Seller, whether now or hereafter existing, accrued or contingent, or arising out of or related to consummation of the transactions contemplated herein. Seller agrees to protect, defend, and indemnify Purchaser and hold it harmless from, against, and in respect of any and all demands, claims for relief, causes of action, liability, loss, damages, costs and expenses arising out of the failure of Seller to pay all of its taxes, debts, liabilities, and obligations relating to its business which are not specifically assumed by Purchaser in this Agreement.

In the event that Purchaser expends any funds toward any of these items (for which he has given written notice to Seller and Seller has not paid or notified Purchaser that such item is in dispute), Seller shall promptly reimburse Purchaser after receiving written notification of such expenditure. Purchaser shall promptly notify Seller in writing upon becoming aware of any actual, potential, or threatened obligation of Seller under this provision.

8. Expenses. The parties shall each pay their respective costs and expenses incurred or to be incurred by each of them in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement. Notwithstanding the foregoing, if the transactions provided for herein are not consummated for any reason whatsoever, no party shall be obligated for the other party's expenses incurred in connection with this Agreement.

9. Allocation of the Purchase Price. Seller and Purchaser shall agree and file IRS Form 8579 allocating all of the Purchase Price to Class III items.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement and documents to be delivered pursuant hereto, and the documents executed simultaneously herewith, supersede all other agreements and understandings among the parties, either oral or written, constitute the entire agreement of the parties with respect to the subject matter herein, may be amended only by an instrument in writing executed in writing by all of the parties hereto.

10.2 Binding Effect. This Agreement, and the covenants contained herein, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective successors, assigns and legal representatives.

10.3 Notices. Whenever any party shall be required to give notice or demand to another party according to the provisions of this Agreement, such notice and demand shall be deemed given and effective on deposit in the U.S. Mail, postage prepaid, certified, return receipt requested, and addressed:

In the case of Seller to: ECOFAB, INC.
c/o Irv Lieberman
7320 Old Stable Lane
Centerville, OH 45459

with a copy to: Thomas R. Noland, Esq.
Altick & Corwin
One South Main Street
1700 One Dayton Centre
Dayton, OH 45402

In the case of Purchaser to: HSBO CORPORATION
120 Moore Road
Hillsboro, Ohio 45133
Attn: Wilbur E. Browning

with a copy to: Sam Warwar, Esq.
Coolidge, Wall, Womsley &
Lombard Co., L.P.A.
33 W. First Street, Suite 600
Dayton, Ohio 45402

Any party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

10.4 Headings. Headings throughout this Agreement are for the convenience of the parties and do not constitute a part hereof. Personal pronouns hereunder shall be deemed masculine, feminine or neuter, singular or plural, as the context requires.

10.5 Governing Law. This Agreement shall be governed in all respects, including its validity, construction, interpretation, breach, performance, and termination, by the laws of the State of Ohio.

10.6 Further Assurances. Each party agrees to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, documents, and to take all such other actions, as any party of this Agreement may reasonably request from time to time in order to effectuate the purpose and intent of this Agreement.

10.7 No Third Party Rights. Nothing express or implied in this Agreement is intended to or shall be construed to confer upon or to give to any person or entity, other than the parties, any rights or remedies.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first written above.

SELLER:

ECOFAB, INC.

BY *J. H. Lieberman*
Co-President

PURCHASER:

HSBO CORPORATION

BY *Neil Bromberg*
PRESIDENT

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**ADDENDUM TO ASSET PURCHASE AGREEMENT
DATED AUGUST 31, 1995**

ASSIGNMENT OF TRADEMARK

1. Name of Trademark: TECHBRITE
2. Trademark Registration No. 1,876,501; Date of Registration: 1/31/95
3. Present Owner: ECOFAB, INC.
7320 Old Stable Lane
Centerville, Ohio 45459
4. Trademark assigned to: HSBO CORPORATION
120 Moore Road
Hillsboro, Ohio 45133
5. All rights, title and interest in and to said mark, "TECHBRITE", together with the good will of the business in which the trademark is used or that part of the good will of the business connected with the use of and symbolized by the trademark and the Registration No. 1,876,501 thereof, shall be assigned to above new owner.



Irv Lieberman
Co-President
ECOFAB, INC., Assignor
7320 Old Stable Lane
Centerville, Ohio 45459

BILL OF SALE

In consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the Asset Purchase Agreement (the "Agreement"), dated as of August 31, 1995, by and between Ecofab, Inc., an Ohio corporation ("Seller") and HSBO Corporation, a Florida corporation ("Purchaser"), Seller hereby transfers, conveys, bargains, sells and assigns to Purchaser, its successors and assigns forever, those assets identified in Exhibit A hereto (the "Assets").

Seller represents and warrants that it is the lawful owner of the Assets and has the right to sell the same; that the Assets are free from all claims and liens and encumbrances whatsoever; that the Purchaser shall receive good and marketable title thereto; and that Seller shall warrant and defend the title to the Assets against all and every person or persons whomsoever claiming or to claim against any or all of such assets, subject to the terms and provisions of the Agreement. Seller hereby expressly disclaims any and all other representations and warranties, express or implied, including without limitation warranties of fitness for a particular purpose and merchantability, with respect to the Assets.

The undersigned have executed this Bill of Sale effective as of the 31st day of August, 1995.

"Seller"
ECOFAB, INC.

BY: Irv H. Lieberman
Title Co-President

STATE OF Ohio, COUNTY OF Montgomery) SS:

Before me, a notary public, in and for said county, personally appeared Irv H. Lieberman, known to me to be the person who, as Co-President of Ecofab, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me the following: that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto by its board of directors.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal, at Dayton, Ohio, this 31st day of August, 1995.

Richard A. Schwartz
Notary Public

My commission expires:
RICHARD A. SCHWARTZ, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C

638002\476RAS.BOS
8-30-95-1

EXHIBIT A

1. Intellectual Properties. All of Seller's intellectual properties related to the TechBrite Division, including all drawings and patterns.
2. Promotional Material. All of Seller's promotional properties related to the TechBrite Division, including all samples and literature.
3. Equipment. The equipment related to the TechBrite Division including two presses, an unwind unit, a leveler, a trash compactor, assembly equipment, tooling, small tools and conveyor.
4. Inventory. All of Seller's inventory related to the TechBrite Division, including raw materials, work in process, and finished goods.
5. Office. Office equipment to furnish three offices.
6. Trade Name. All of Seller's rights to the use of the name "TechBrite".
7. Records. All of Seller's records related to the TechBrite Division including customer list, files and operating records.

638002\476RAS.EXA
8-30-95-1

Under Section 1060

▶ **Attach to your Federal income tax return.**

Name as shown on return

Identification number as shown on return

Check the box that identifies you:

Buyer

Seller

Part I General Information—To be completed by all filers

1 Name of other party to the transaction

Other party's identification number

31-1359452

Address (number, street, and room or suite no.)

City, state, and ZIP code

2 Date of sale

August 31, 1995

3 Total sales price

\$84,300.00

Part II Assets Transferred—To be completed by all filers of an original statement

4 Assets	Aggregate Fair Market Value (Actual Amount for Class I)	Allocation of Sales Price
Class I	\$	\$
Class II	\$	\$
Class III	\$ 84,300.00	\$ 84,300.00
Class IV		\$
Total		\$

5 Did the buyer and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties?

Yes No

If "Yes," are the aggregate fair market values listed for each of asset Classes I, II, and III the amounts agreed upon in your sales contract or in a separate written document?

Yes No

6 In connection with the purchase of the group of assets, did the buyer also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)?

Yes No

If "Yes," specify (a) the type of agreement, and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See the instructions for line 6.

Employment arrangement with one principal - has been offered salary and terms to be negotiated