

08-13-1999

TRADEMARKS ONLY

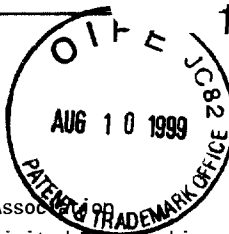
TRADEMARKS ONLY

TO THE HONORABLE COMI
Please record the attache

MARKS
thereof



101116443



1. Name of conveying party(ies):

U. S. PRODUCTS, INC.
North 10450 Airport Drive
Hayden Lake, Idaho 83835

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation of Idaho
- Other: _____

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

2. Name of receiving party(ies):

Name: PALOUSE HOLDINGS, L.L.C.
Internal Address: _____
Street Address: North 10450 Airport Drive

City: Hayden Lake
State & Zip Code: Idaho 83835

- Individual(s) citizenship _____
- Association _____

- Limited liability company of Idaho
- Limited Partnership _____

- Corporation (Country) _____
- As the assignee is not domiciled in the United States, the assignee has designated a domestic representative.

Addtl. name(s) & address(es) attached? Yes No
Other: _____

3. Nature of conveyance:

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

Execution Date: 29 July 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,483,094	1,888,132
1,786,424	2,201,156
1,786,495	

8-10-99 MKV

Additional numbers attached? Yes No

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

BROWDY AND NEIMARK
419 Seventh Street, N.W.
Suite 300
Washington, D. C. 20004

6. Number of applications and registrations involved:

Five (5)

7. A check in the amount of \$140.00 is enclosed to cover the above fees. (Check # 32167)

8. If insufficient fees are attached to accomplish the present order, please charge any necessary additional fees to 02-4035

08/12/1999

DCBATES 00000063 1483094

Do Not Use This Space

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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.

S. Neimark

Name of Person Signing

[Signature]

Signature

10 August 1999

Date

Total number of pages comprising cover sheet [1]

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 29, 1998, is made and entered into by and between Palouse Holdings, L.L.C., an Idaho limited liability company ("Buyer"), and U.S. Products, Inc., an Idaho corporation ("Seller") and Bernie Gurstein, Sheila Gurstein and Russell Gurstein, both individually and collectively as "Shareholders".

WHEREAS, U.S. Products, Inc., is in the business of manufacturing and selling commercial cleaning equipment and cleaning supplies (the "Business"); and

WHEREAS, the Seller and Shareholders are desirous of selling the assets of U.S. Products, Inc., and

WHEREAS, the Buyer is desirous of purchasing the assets of U.S. Products, Inc.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

TRANSFER OF ASSETS: ASSUMPTION OF LIABILITIES

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing (as defined in Section 3.01 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as defined in Section 3.01 hereof), in and to all of the assets of Seller related to, or used in conjunction with, the Business (collectively, except for the excluded assets set forth in Section 1.02 hereof, the "Assets"), including, but not limited to:

(a) assets described on Schedule 1.01(a) attached hereto;

(b) vehicles listed on Schedule 1.01(b) attached hereto;

(c) All of Seller's inventories of supplies, tools and related equipment, raw materials, parts, finished goods, work-in-process, and finished advertising materials and Seller's interest in all orders or contracts for the purchase of supplies, raw materials, parts, and finished inventory described in Schedule 1.01(c);

(d) Seller's interest in all contracts and other agreements and commitments of Seller relating to the Business ("Contracts"), which Contracts are set forth and described in Schedule 1.01(d) attached hereto, which shall be assumed by the Buyer pursuant to Section 1.03;

(e) Copies of Seller's books, records and all files, documents, books of

account and information relating to the Assets or the Business, including, without limitation, all customer and prospect lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, commission records, correspondence, price lists, quotes and bids described in Schedule 1.01(e);

(f) The current telephone listings of the Business and the right to use the name and telephone numbers currently being used at the principal office and other office or facility of the Business;


(g) All patents and patents applied for, trade names, copyrights and other technology developed by the Seller and its employees, including, without limitation, those set forth and described in Schedule 1.01(g);

(h) Goodwill, all related intangibles which Seller uses in the conduct of the Business and all rights to continue to use the Assets in the conduct of a going business; and

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

BUYER:

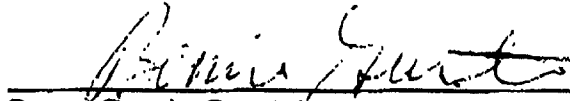
PALOUSE HOLDINGS, L.L.C.
an Idaho Limited Liability Company

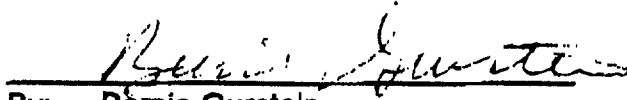

By: Douglas Hauff
Its: Manager


By: Chuck Wilke
Its: Manager

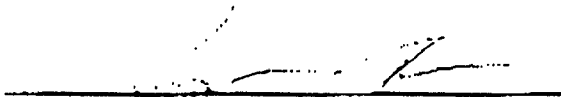
SELLER:

U.S. PRODUCTS, INC. a Idaho
Corporation


By: Bernie Gurstein
Its: President


By: Bernie Gurstein
Its: Shareholder


By: Sheila Gurstein
Its: Shareholder


By: Russell Gurstein
Its: Shareholder

Schedule 1.01(g)
List of Patents, Patents Applied for,
Trade Names & Copyrights

<u>DESIGN PATENTS</u>			<u>EXPIRES</u>		
(1)	BURNISHER	USA	1/25/2008	PATENTED: 01/25/94	#DES.343,705
(2)	BURNISHER	GB	3/02(Renew)	PATENTED: 3/92	#2,025,456
(3)	BURNISHER	CANADA	2008	PATENTED: 8/92	#1,808,921
(4)	COBRA	USA	1/24/2008	PATENTED: 1/25/94	#DES.343,706
(5)	COBRA	GB	7/02 (Renew)	PATENTED: 5/93	#2,028,194
(6)	HOT BOX TURBO	USA	5/26/2006	PATENTED: 5/26/92	#326,545
(7)	HHP-12	USA	1/5/2007	PATENTED: 1/5/93	#332,330
(9)	HHP-12	CANADA	2/03 (Tax Date)	PATENTED: 1/93	#72,223
(10)	PB111	USA	8/1/2003	PATENTED: 8/1/89	#302,613

UTILITY PATENTS

(11)	CIRCUIT LOCATOR	USA	4/24/2011	PATENTED: 7/20/93	#5,229,908
(12)	CIRCUIT LOCATOR	CANADA		PATENTED: 4/24/92	#2,067,002
(13)	OZONE INJECTOR	USA	12/30/2014	PATENTED: 2/27/96	#5,493,754
(14)	PB111 TOOL KIT	USA	12/13/2009	PATENTED: 3/26/91	#5,001,806
(15)	PB SENSOR SYS.	USA	9/11/2007	PATENTED: 2/7/89	#4,803,466
(16)	SOFT START SYS.	USA	5/30/2014	PATENTED: 9/12/95	#5,449,988
(17)	VAC MANUFOLD	USA		FILED: 7/92	#7,910,387
(18)	VAC MANUFOLD	USA		FILED: 5/13/93	#72,478

TRADEMARKS-REG

(1)	THE ULTIMATE	TRADEMARK REG		REGISTERED: 4/5/88	#USSN 681,065
(2)	THERMOFINISH	TRADEMARK REG		REGISTERED: 8/10/93	#1,786,424(REG)
(3)	THERMOBUFF	TRADEMARK REG		REGISTERED: 8/10/93	#1,786,423 (REG)
(4)	COBRA	TRADEMARK REG		REGISTERED: 8/10/93	#1786495
(5)	THERMOSHIELD	TRADEMARK REG		REGISTERED: 4/11/95	#1,888,132
(6)	O-ZONE	TRADEMARK REG		REGISTERED: 7/3/97	#75/306360

Must contact commissioner of Patents & Trademarks after 5th year and no later than the 6th year, to advise that the Registration mark is still in use. Otherwise it will be canceled.

(4/94: Canadian Association of Niemark will pay maintenance fee of approximately \$235).

MKS/cib:08/12/98
Client/Usproduc/ach101(g)