

10-26-1999

SHEET

Docket No.:



NLY

101181318

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To the Honorable Commissioner of

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

WEATHERCHEM CORPORATION

10-22-99



- Individual(s)
- General Partnership
- Corporation-State **Ohio**
- Other

Additional names(s) of conveying party(ies) Yes No

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

Name: **CONTROLLED MOLDING, INC.**

Internal Address:

Street Address: **9936 Liberty Street Extension**

City: **Meadville** State: **PA** ZIP: **16335**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Pennsylvania**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

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

Execution Date: **23 September 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

980,627	1,389,940
2,283,917	1,414,246
1,898,964	1,162,772

Additional numbers Yes No

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

Name: **Howard N. Flaxman, Esq.**

Internal Address: **AQUILINO, WELSH & FLAXMAN**

Street Address: **2341 Jefferson Davis Highway, Suite 112**

City: **Arlington** State: **VA** ZIP: **22202**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): \$ **165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

10/25/1999 NTHA11 00000293 980627

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Howard N. Flaxman

Name of Person Signing

Signature

10/22/99

Date

Total number of pages including cover sheet, attachments, and

10

TRADEMARK

REEL: 001979 FRAME: 0688

BILL OF SALE AND ASSIGNMENT

Pursuant to an Agreement of Purchase and Sale between Weatherchem Corporation, an Ohio corporation with corporate offices at 2222 Highland Rd., Twinsburg, OH 44087 (“Seller”), and Controlled Molding, Inc., a Pennsylvania corporation with corporate offices at [ADDRESS] (“Buyer”), dated as of the date hereof (the “Agreement”), and for good and valuable consideration, Seller hereby sells, assigns, transfers and sets over to Buyer all of Seller’s right, title and interest in all personal property and intellectual property used by Seller solely in connection with the production and distribution of the DISPENZ-R two-piece closure product line and the Flipper closure product line (collectively, the “Business”), including, without limitation:

- (a) All personal property used by Seller in the Business described in Exhibit A, including molds, assembly machines, spare parts, specific gages, controllers and ancillary equipment;
- (b) Intellectual Property of the Business described in Exhibit B, including the names and trademarks “DISPENZ-R” and “Flipper” used by Seller in the Business;
- (c) All DISPENZ-R product line work in process and finished goods inventory that are not related to a specific customer order;
- (d) All DISPENZ-R product line and Flipper product line raw materials at an additional cost as described in Section 6.4 of this Agreement;
- (e) All Flipper product line finished goods inventory described on Exhibit C attached hereto at an additional cost as described in Section 6.4 of this Agreement;
- (f) All drawings and prints relating to the Business that are in Seller’s possession;

- (g) Customer lists containing the names, addresses and telephone numbers of all customers of the Business;
- (h) Description of sales history of the Business for three (3) years prior to the Closing Date;
- (i) All work product of Vernon Group that relates to the Business that Seller has the right and authority to transfer; and
- (j) Price list of the Business reflecting the prices Seller charges customers for Product Lines goods.

Seller represents and warrants to Buyer that Seller is the lawful owner of the personal and intellectual property sold hereunder free of any liens or encumbrances.

IN WITNESS WHEREOF, Weatherchem Corporation has caused this Bill of Sale and Assignment to be executed by its duly authorized officers as of the 23rd of September, 1999.

Dated: 9-23-99

Weatherchem Corporation

By: John R. [Signature], President

Production molds:

<u>Mold # - Option</u>	<u>Description</u>	<u>Quantity</u>
1-100-00	3" Dia. Glue-in	1
1-100-00	3" Dia. Glue-in / No Hole	
1-102-00	3" Dia. Friction (OBSOLETE)	1
1-103-00	3" Dia. Friction	1
1-105-00	2-7/8" Dia. Glue-in	1
1-107-00	2-1/2" Dia. Glue-In (Stationary Half Fits Moveable Half) (OBSOLETE)	1
1-107-01	2-1/2" Dia. Friction (Stationary Half Fits Moveable Half) (OBSOLETE)	
1-110-00	2-1/4" Dia. Glue-In	1
1-110-00	2-1/4" Dia. Glue-In	
1-111-00	2-1/16" Dia. Glue-In	1
1-111-01	2-1/16" Dia. Glue-In (Sage) (1-12 Insert Fits Base Mold)	
1-113-00	1-7/8" Dia. Glue-In	1
1-114-00	1-7/8" Dia. Friction	1
1-115-00	1-7/8" Dia. Friction	1
1-117-00	1-5/8" Dia. Friction	1
1-119-00	1.227" Dia. Glue-In	1
1-123-00	3" Dia. Full Opening	1
1-123-01	3" Dia. Teaspoon Opening	
1-123-02	3" Dia. 1/4" Openings	
1-123-03	3" Dia. 1/8" Openings	
1-124-00	Overcap	1
1-129-01	1/16" Hole Dia. TS (TE)	1
1-129-03	3 Screen Opening TS (TE)	
1-129-04	3/32" Hole Dia. TS (TE)	
1-129-06	6 Screen Opening TS (TE)	
1-129-10	2 Way Opening TS (TE)	
1-129-12	12 Screen Opening TS (TE)	
1-129-14	Talc Cosmetic - Hayes (TE)	

1-130-04	4 Screen Opening TS (TE)	1
1-130-10	2 Way Opening TS (TE)	
1-130-12	12 Screen Opening TS (TE)	
1-131-04	4 Screen Rotor TS (TE)	1
1-131-06	6 Screen Rotor TS (TE)	
1-131-10	2 Way Opening TS (TE)	
1-131-12	12 Screen Opening TS (TE)	
1-132-03	3 Screen Opening (NTE)	1
1-132-04	3/32" Hole Dia. (NTE)	
1-132-10	2 Way Opening (NTE)	
1-132-M01	3/32" Hole Dia.	
1-132-M12	3/32" & 5/16" Hole Dia	
1-132-MO2	5/16" Hole Dia	
1-133-03	3 Screen Opening (NTE)	1
1-133-07	3/16" Hole Dia. TS (NTE)	
1-133-08	1/4" Hole Dia. (NTE)	
1-134-03	3 Screen Opening TS (NTE)	1
1-134-05	1/8" Hole Dia. TS (NTE)	
1-134-07	3/16" Hole Dia. TS (NTE)	
1-134-08	1/4" Hole Dia. TS (NTE)	
1-134-10	2 Way Opening TS (NTE)	
1-136-03	3 Screen Opening (TE)	1
1-136-05	1/8" Hole Dia. TS (TE)	
1-136-07	3/16" Hole Dia. TS (TE)	
1-136-08	1/4" Hole Dia. TS (TE)	
1-136-09	1/2" Hole Dia. TS (TE)	
1-136-10	2 Way Opening TS (TE)	
1-136-13	1/2" Hole Dia. SS (TE)	
1-137-03	3 Screen Opening TS (TE)	1
1-137-05	1/8" Hole Dia. TS (TE)	
1-137-07	3/16" Hole Dia. TS (TE)	
1-137-08	1/4" Hole Dia. TS (TE)	
1-137-09	1/2" Hole Dia. TS (TE)	
1-137-10	2 Way Opening TS (TE)	
1-137-13	1/2" Hole Dia. SS (TE)	
1-138-00	DM45	1
1-150-00	1-1/2" End plug W/tab	1
1-153-00	2-1/4" Dia. Glue-In	1
1-156-08	1/4" Hole Dia. TS (TE)	1
1-156-09	1/2" Hole Dia. TS (TE)	
1-156-13	1/2" Hole Dia. SS (TE)	
1-161-00	3" Dia. Glue-In	1
1-161-00	3" Dia. Glue-In	

1-165-00	1-7/8" Talc Sift-Resist-R	1
1-165-01	1-7/8" Talc Sift-Resist-R	
1-166-00	1-7/8" Talc Sift-Resist-R	1
1-167-00	1-7/8" Talc Sift-Resist-R	1
1-174-00	1-5/8" Dia.	1
1-178-00	2-1/2" Dia. Dia. Glue-In	1
1-180-00	2-1/4" Dia. Glue-In	1
1-183-00	1-1/4" Dia. Friction	1
1-185-00	3" Dia Glue in	1
1-186-00	2.5 " Flipper	1
1-182-00	3" Flipper	1
1-104-00	3" Dia. Friction	1
1-108-00	2-1/2" Dia. Friction	1
9-182-00	3" Flipper single cavity unit tool	1

Assembly machines:

Machine for G48T & N48T - # 52	1
Machine for 28CRC & 48CRC - # 53	1
Machine for G26K, G30K & N30K - # 54	1
Machine for G40T & N40K - # 55	1
Machine for G30AK - # 57	1
Machine for G36K & G35X - # 60	1

Other:

G48CF Flipper closing machine - #CM 113	1
G40CF Flipper closing machine - #CM 114	1
Avon rotor separator	1
110 volt powerstats	1
220 volt powerstats	1
Mold controllers:	
MHC 005 DME 12 zone	1
MHC 007 EMI 16 zone	1
MHC 017 DME 11 zone	1
Fast Heat 12 zone	1
MHC 022 10 zone 110 volt	1

Inspection gauges:

WCFX01	G48T	Opening Force fixture	1
WCFX02	G48T	Opening Force fixture	1
WCFX04	G48FT	Opening Force fixture	1
WCFX05	G40T	Opening Force fixture	1
WCFX06	N48T	Opening Force fixture	1
WCFX07	N40T&G40T	Assembly Pop-off fixture	1
WCFX08	G36K	Opening Force fixture	1
WCFX09	G33T	Opening Force fixture	1
WCFX10	G33T	Opening Force fixture	1
WCFX11	G36K	Opening Force fixture	1
WCFX12	N30K, G30AK, G30	Opening Force fixture	1
WCFX13	G25K	Opening Force fixture	1
WCFX22	3" C.R.C.	Assembly Pop-off fixture	1
WCFX33	N30A, G30K	Opening Force fixture	1
WCFX34	G30AK	Diameter slide gauge fixture	1
WQA-058	N30A	Can-contact Go No/Go gauge	1
WQA-CC1	All bases and plug	Can-contact gauge	1
Various	All bases and plug	Can-contact gauge blocks	1
Various	All bases	Go No/Go ID gauge	1
	G30AK, 1 7/8 talc		
None	rotor	Diameter slide gauge	1

Spare parts for molds listed above

All

PATENTS:

<u>Description</u>	<u>Country where filed</u>	<u>Patent number</u>	<u>Issue Date</u>
Tamper Resistant Closure for Dispensers	USA	4,541,541	9/17/85
Tamper Resistant Closure for Dispensers	Canada	1237384	5/31/88
Rotor Type Dispenser	USA	5,566,850	10/22/96
Sift Resistant Closure	USA	5,383,582	1/24/95
Single Flap Push In Closure with Over Catch	USA	Des. 385,791	11/4/97

PATENTS PENDING:

Avon Sift Resistant Rotor Cap with Knockout	USA	TBD
Avon Sift Resistant Rotor Cap with Knockout	World	TBD

TRADEMARKS:

DISPENZ-R

FLIPPER

NO-FALL

SIFT-REST-R

TAMPER-SHIELD

TEC-LOC

Included in sales price:

Two piece Dispenser - Work In Process Inventory

All subject to section 2.2

Two piece Dispenser - Finished Goods Inventory

All subject to section 2.2

To be provided at additional cost to buyer:

Two piece Dispenser - Raw Materials Inventory

All subject to section 2.2

Flipper - Raw Materials Inventory

All subject to section 2.2