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04-05-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

05-04-2000

REC



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/03/2000 DNGLUYEN 00000014 021653 1846475
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Mail documents to be recorded with required cover sheet(s) information to:
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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington D.C. 20231 on

April 5, 2000

Brigitte Snider
Brigitte Snider, Sec'y

TRADEMARK
REEL: 002065 FRAME: 0521

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1846475"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robert W. Becker

04/05/2000

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

by and between

NATIONAL EXTRUSION & MANUFACTURING COMPANY,

and

KLB INDUSTRIES, INC.

Dated as of April 24, 1997

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of April 24, 1997, is made by and among National Extrusion & Manufacturing Company, an Ohio corporation ("Seller") and a wholly-owned subsidiary of Brittany Corporation, an Ohio corporation ("Brittany"), and KLB Industries, Inc., an Ohio corporation ("Buyer").

RECITALS

A. Seller is engaged in the business of the manufacture and sale of extruded aluminum products (the "Business").

B. Buyer desires to purchase substantially all of Seller's assets, properties, rights and interests relating to the Business, as detailed in this Agreement, and is willing to assume certain of Seller's obligations and liabilities arising in connection with the Business, as provided in this Agreement.

C. Seller is willing to sell the Business to Buyer for the Purchase Price, Buyer's assumption of certain of the liabilities of Seller related to the Business, and the other consideration provided for in this Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants contained in this Agreement and other good and valuable consideration had and received, Buyer and Seller on the basis of, and in reliance upon, the representations, warranties, covenants, obligations and agreements set forth in this Agreement, and upon the terms and subject to the conditions contained in this Agreement, agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. At the Closing, Seller shall sell, assign and deliver to Buyer, and Buyer shall purchase from Seller all of Seller's title and interest in and to the following assets, properties, rights and interests (collectively, the "Acquired Assets"):

- (a) The accounts receivable of Seller existing as of the Closing Date and listed on Schedule 1.1(a), but excluding the Retained Accounts;
- (b) The inventories of raw materials, work in progress, finished goods, spare parts, supplies, storeroom contents and other items listed on Schedule 1.1(b);
- (c) The deposits and prepaid expenses of Seller listed on Schedule 1.1(c);

(d) All real property owned by Seller and listed on Schedule 1.1(d), including, without limitation, the land, buildings and improvements on that real property (the "Acquired Real Property");

(e) The tangible personal property owned by Seller that is used solely in the conduct of the Business as of the Closing Date, including, without limitation, all office equipment, machinery, equipment, tooling, vehicles, furniture, replacement and spare parts, operating supplies and other similar personal property, all as listed on Schedule 1.1(e);

(f) The name "National Extrusion & Manufacturing Company" and the intangible property listed on Schedule 1.1(f) to the extent it is used exclusively in the operation of the Business;

(g) All records relating exclusively to the operations of the Business, including, without limitation all customer and vendor invoices and purchase orders, customer and vendor contracts, job orders, production schedules, employee time records, personnel records, payroll records, and bills, but excluding the Retained Records; and

(h) Except as provided in Section 1.3(b)(i), the Contracts and Permits listed on Schedule 1.1(h) (collectively, the "Acquired Contracts").

1.2 Retained Assets. Seller will retain all of its assets which are not Acquired Assets (collectively, the "Retained Assets"), including, without limitation, the following assets:

(a) All accounts receivable of Seller outstanding for a period in excess of ninety (90) days as of the Closing Date (the "Retained Accounts");

(b) All cash, bank account balances, monies in possession of any bank, marketable securities, short-term investments and any other cash items of Seller;

(c) The deposits and prepaid expenses of Seller, if any, which are not listed on Schedule 1.1(c);

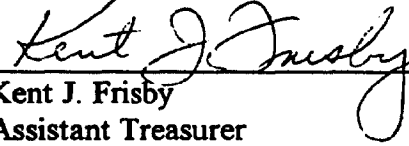
(d) The books, records or other data relating to Seller's ownership or operation of the Business which are part of Seller's general corporate books or records or that Seller is required to retain under any applicable Laws, including, without limitation, tax returns and tax supporting information (the "Retained Records") (subject, however, to Buyer's rights under Section 7.1 of this Agreement);

(e) All intangible property of Seller not listed on Schedule 1.1(f);


(f) All Contracts and Permits not listed on Schedule 1.1(h) (the "Retained Contracts"), including, without limitation, the Collective Bargaining Agreement;

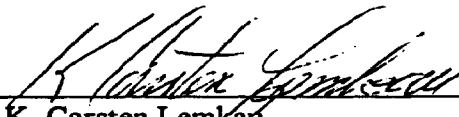
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

NATIONAL EXTRUSION & MANUFACTURING COMPANY

By 
Name: Kent J. Frisby
Title: Assistant Treasurer

KLB INDUSTRIES, INC.

By 
Name: Christopher A. Kerns
Title: President

By 
Name: K. Carsten Lemkau
Title: Secretary