

07-28-2000



4.30.00

To the Honorable Comr

101417268

record the attached original documents or copy hereof.

1. Name of conveying party(ies):

Alen Americas, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - Delaware
- Other

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

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

Name: Industrias Alen, S.A. de C.V.
Address: Blvd. Diaz Ordan No. 1000
Santa Catarina, N.L. 66350
Mexico

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - United Mexican States
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: January 1, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s). 1,680,926;
1,562,911; 1,848,468; 1,035,146; 1,824,049;
697,310

Additional Numbers attached? Yes No

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

Name: Marie V. Driscoll

Internal Address: Fross Zelnick Lehrman & Zissu, P.C

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....6.....

7. Total fee (37 CFR 3.41) \$ 165

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)**

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

07/27/2000 MTHAI1 00000131 1680926

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

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, with confidential purchase price redacted in paragraph 3.

Name of Person Signing MARIE DRISCOLL Signature Marie Driscoll Date 6/30/00

Total number of pages comprising cover sheet:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration No. : **1,562,911**
Mark : **REAL-PINE (Stylized)**
Registration Date : **October 31, 1989**
Our Ref : **WCAP 98/03611**

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Industrias Alen, S.A. de C.V., a corporation existing under the laws of the United Mexican States, with a corporate address of Blvd. Diaz Ordan No. 1000, Santa Catarina, N.L. 66350 Mexico, the owner of the above registration, hereby appoints the law firm of Fross Zelnick Lehrman & Zissu, P.C. of 866 United Nations Plaza, New York, New York 10017 (Tel: 212-813-5900), its attorneys and representatives upon whom notices or process in proceedings affecting the above-identified mark may be served.

By: _____
[Signature]

Name: Juan I. Luna Hernández

Title: Attorney in fact

Date: June 28, 2000

TRADEMARK PURCHASE AGREEMENT

This TRADEMARK PURCHASE AGREEMENT (the "Agreement") is made as of January 1, 1999 by and between **Industrias Alen, S.A. de C.V.**, a *sociedad anónima de capital variable* organized and existing under the laws of the United Mexican States ("Purchaser") and **Alen Americas, Inc.**, a Delaware corporation ("Seller").

RECITALS

WHEREAS, Seller is the owner of those certain trademarks listed on Schedule "A" hereto (the "Intangibles");

WHEREAS, Purchaser wishes to acquire Seller's rights in the Intangibles and Seller wishes to sell such rights to Purchaser on the terms and conditions set forth below; and

WHEREAS, the sale of the Intangibles pursuant to this Agreement will be on an arm's-length basis and Purchaser's external auditors will examine the valuation of the Intangibles to verify that the purchase price reflects an amount that unrelated parties would pay in a comparable transaction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms not defined elsewhere shall have the meanings set forth below:

"Affiliate" of any Person means (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, provided in the event a Person is dissolved, then any other Person satisfying such definition continuously during the ninety (90) day period immediately prior to such dissolution, or (ii) any officer, director or partner of such Person. For purposes of this definition, a Person shall be deemed to control another Person if it possesses directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise.

"Contract" shall mean any written or oral note, bond, debenture, mortgage, license, agreement, commitment, document, instrument or contract.

"Copyright" means any copyright, claim of copyright or registration or application for registration thereof.

"Governmental Entity" means any court or tribunal or administrative, governmental or regulatory body, agency, commission, division, department, public body or other authority.

“Intangibles” means the trademarks as set forth in Schedule “A” attached hereto.

“Law” means any statute, rule, regulation or ordinance of any Governmental Entity.

“Licenses” means any license, permit, certification, qualification, franchise or privilege issued or granted by any Governmental Entity.

“Lien” means (a) any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, easement, lease, profit, usufruct, lien (statutory or otherwise), charge, preference, priority or other security agreement, conditional sale or other title retention agreement or financing lease involving substantially the same economic effect as any of the foregoing, or (b) any attachment, option, warrant, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer (other than restrictions imposed by federal and state securities laws), or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets and the filing of any financing statement or similar document of any kind with any pertinent public or private registry).

“Notice” means giving any notice to, or making any declaration or filing or recordation or registration with any Person.

“Order” means any judgment, order, writ, decree, award, directive, ruling or decision of any Governmental Entity.

“Patent” means any patent, letters patent, patent application or patent claim.

“Person” means any natural person, corporation, partnership, unincorporated association, trust, Governmental Entity, joint venture, trade group, or other entity, or any entity or group that is a part of, or associated with, any of the foregoing.

“Trademark” means a trademark, trade name, brand name, service mark, trade dress, logo, symbol, design or representation or expression of any thereof, or registration or application for registration thereof.

“Trade Right” means a Trademark, Patent, Copyright, trade secret, or other proprietary or confidential intellectual property.

2. Purchase and Sale of Intangibles. Seller hereby sells, transfers, assigns and conveys to Purchaser all of its right, title and interest in and to the Intangibles, and Purchaser hereby purchases the Intangibles. Both parties agree that the useful life of those trademarks listed on Schedule “A” hereto is 40 (Forty) years.

3. Purchase Price and Manner of Payment.

(Confidential Information Redacted)

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has full power and authority to own its assets and carry on its business as and in the places where such assets are now owned or such business is now being conducted.

(b) Seller has full corporate power and authority to execute and deliver this Agreement and to assume and perform its obligations hereunder. This Agreement has been duly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally, or the availability of equitable remedies.

(c) The execution and delivery by Seller of this Agreement do not, and compliance by Seller with the provisions hereof will not: (i) conflict with or result in a breach under any of the terms, conditions or provisions of any Contract to which Seller is a party or to which any of the Intangibles are subject; (ii) violate any law applicable to Seller; or (iii) result in the creation or imposition of any Lien on any of the Intangibles.

(d) The Intangibles (a) do not infringe on any registered United States trademark of any third party, (b) are not the subject of any threatened or currently pending proceeding regarding whether the Intangibles infringe on any intellectual property right of any third party, and (c) do not have any Liens against them pertaining or relating to any infringement of any intellectual property or proprietary right of any third party.

(e) Seller has obtained and maintains all Consents and Licenses required for the conduct of its business of designing, manufacturing, distributing and selling products under the Intangibles in the United States and Seller has conducted such business in compliance with all applicable Laws and Orders, except where the failure to maintain such Consent or License or so to conduct such business would not have a material adverse effect on the Intangibles or the business of Seller.

(f) No Intangible and, to Seller's knowledge, no use by Seller of any Intangible, conflicts with or infringes on, and there has been no unauthorized use or misappropriation by Seller of, any Trade Right of any other Person, and, to Seller's knowledge, no Trade Right of any

other Person conflicts with or infringes on, and there has been no unauthorized use or misappropriation by any other Person on Seller's use of any of the Intangibles.

(g) Seller is the sole and exclusive owner (legal and beneficial) of the Intangibles attached thereto.

5. Representations and Warranties of Purchaser.

(a) Purchaser is a *sociedad anónima de capital variable* duly organized, validly existing and in good standing under the laws of the United States of Mexico and has full power and authority to own its assets and carry on its business as and in the places where such assets are now owned or such business is now being conducted.

(b) Purchaser has full corporate power and authority to execute and deliver this Agreement and to assume and perform its obligations hereunder. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally, or the availability of equitable remedies.

(c) The execution and delivery by Purchaser of this Agreement do not, and compliance by Purchaser with the provisions hereof will not: (i) conflict with or result in a breach under any of the terms, conditions or provisions of any Contract to which Purchaser is a party or to which any of the Intangibles are subject; (ii) violate any law applicable to Purchaser; or (iii) result in the creation or imposition of any Lien on any of the Intangibles.

(d) No proceeding is pending or, to the best of Purchaser's knowledge, threatened, relating to the assets, operations or financial or other condition of Purchaser in which an unfavorable Order would prohibit, invalidate or make unlawful, in whole or in part, this Agreement, or the carrying out of the provisions hereof or the transactions contemplated hereby, or adversely affect Purchaser's ability to perform its obligations hereunder.

(e) Purchaser is not in default in respect of any Order or in material breach of or default under any Contract, nor is there any such Order enjoining Purchaser in respect of, or the effect of which is to prohibit or to curtail Purchaser's performance of, or to adversely affect Purchaser's ability to perform, its obligations hereunder.

6. Responsibility for Taxes. Any transfer, documentary, sales, use, excise or other taxes assessed upon or with respect to the transfer of the Intangibles pursuant to this Agreement shall be the responsibility of the Seller. Seller hereby indemnifies and agrees to hold Purchaser harmless against, and in respect of, any United States federal or state tax liability (including interest and penalties), if any, incurred by or imposed upon Purchaser resulting from or as a consequence of the transactions contemplated hereby.

10. Headings. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements, written or oral, between them respecting such subject matter.

12. Amendment. This Agreement may not be amended, modified or waived orally, but only by an instrument in writing, signed by the party against whom enforcement of the amendment, modification or waiver is sought.

13. Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof.

14. Waiver. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or any other term or condition of this Agreement.

15. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity that is not a party to this Agreement except as expressly provided hereunder.

17. Counterparts. This Agreement may be executed in of counterparts, all of which taken together will constitute one instrument.

SCHEDULE "A"

Trademarks

United States Patent and Trademark
Office Registration Number

XTRA-PINE	1,680,926
REAL-PINE	1,562,911
XTRA-LEMON	1,848,468
WHITE CAP	1,035,146
PINE-O-PINE	1,824,049
SURE-PINE	697,310