



ECO

08-01-2000

IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

07-07-2000



Tab

U.S. Patent & TMO/TM Mail Rpt Dt. #11

Patent

101419591

Send original documents or copy thereof.

1. Name of conveying party(ies):

MICHAEL S. POLSKY

- Individual(s)
- General Partnership
- Corporation-State
- Other Chapter 128 Receiver for MYRO, INC.
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 16, 2000

2. Name and address of receiving party(ies)

Name: SCOTTAL, LLC

Internal Address:

Street Address: 23700 Mercantile Road

City: Beachwood State: OH ZIP: 44122

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Ohio Limited Liability Company

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/248,981

B. Trademark Registration No.(s)

2,110,011	1,884,394	1,816,651
1,979,688	1,872,077	1,711,709
1,912,554	1,850,468	1,523,451
1,886,524	1,816,869	

Additional numbers attached? Yes No

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

Name: David A. Burge, Esq.

Internal Address:

Street Address: David A. Burge Co., L.P.A.
P.O. Box 221011

City: Cleveland State: OH ZIP: 44122-0992

08/01/2000 DNGUYEN 00000054 75248981

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account
Any Inadequacy in Appended Check

8. Deposit account number:

02-4700 (ONLY FOR INADEQUACY OF APPENDED CHECK)

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

01 FC:481 40.00 DP
02 FC:482 275.00 DP

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.

David A. Burge
Reg. No. 24,390
Name of Person Signing

Signature

7-7-00

Date

Total number of pages including cover sheet, attachments, and document:

14

SCHEDULE 1

Assigned Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Caulk Square	1,886,524	March 28, 1995
Caulkeeper	1,912,554	August 15, 1995
Flex-Trim	2,110,011	October 28, 1997
Liquid Lock-Washer	1,979,688	June 11, 1996
M Myro and Design (Chile) (<i>Not USA</i>)	542,575	June 15, 1999
M Myro Inc. and Design (Chile) (<i>Not USA</i>)	542,576	June 15, 1999
M Myro Inc. and Design	1,816,869	January 18, 1994
Myro	1,523,451	February 7, 1989
Myro, Inc. with Mouse Design	1,711,709	September 1, 1992
Perfect Bead	1,850,468	August 16, 1994
Perfect Bead	1,872,077	January 3, 1995
Caulk Key	1,884,394	March 14, 1995
Betterbead	1,816,651	January 18, 1994
Invisi-Bond (pending)	Serial Number 75/248,981	Filed February 27, 1997

QBMKE\4564953.4

EXPRESS MAIL LABEL #
TRADEMARK 6418LS
REEL: 002112 FRAME: 0012

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter referred to as the "Assignment") is made as of the 16th day of June, 2000 (hereinafter referred to as the "Effective Date"), by and between MICHAEL S. POLSKY, Chapter 128 Receiver for MYRO, INC., a Wisconsin corporation having its principal office at 8770 N. 87th Street, Milwaukee, WI (hereinafter referred to as "ASSIGNOR") and SCOTTAL, LLC, an Ohio limited liability company having its principal place of business at 23700 Mercantile Road, Beachwood, Ohio 44122 (hereinafter referred to as "ASSIGNEE").

RECITALS

A. MYRO, Inc., is the owner of record of the Assigned Trademarks (as defined herein).

B. ASSIGNOR is the court appointed Receiver for Myro, Inc. pursuant to Chapter 128 of the Wisconsin Statutes in a case pending in the Circuit Court for Milwaukee County, Wisconsin (the "Court"), Case No. 00 CV 003722.

C. ASSIGNEE was the successful bidder for certain assets of MYRO, Inc., including without limitation, the Trademarks (the "Purchased Assets") at an auction (the "Auction") on June 8, 2000.

D. On June 8, 2000, the Court entered an order (the "Sale Order") authorizing ASSIGNOR to sell to the Purchased Assets to ASSIGNEE, a copy of which is attached hereto as Exhibit A.

E. ASSIGNEE desires by execution of this Assignment to obtain an assignment of all of ASSIGNOR's rights, title, and interest in and to the Trademarks from ASSIGNOR in accordance with ASSIGNEE's purchase of the Purchased Assets from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Trademarks to ASSIGNEE in accordance with ASSIGNOR's sale of the Purchased Assets to ASSIGNEE.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

QBMKE4564953.4

1. Definition. As used herein, the term "Assigned Trademarks" shall mean the Trademarks identified on Schedule 1 attached hereto, the registrations thereof and the good will of the business symbolized by the trademarks and the registrations thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors, and assigns ASSIGNOR's entire rights, title, and interest in and to the Assigned Trademarks and the goodwill associated therewith. The assignment of the Assigned Trademarks granted by ASSIGNOR to ASSIGNEE in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature to the fullest extent provided for in the Sale Order, but subject to the Trademark License Agreement between ASSIGNOR and InPro Corporation, a copy of which has been provided to ASSIGNEE.

3. Assignment of Accrued Enforcement Rights. ASSIGNOR hereby assigns and transfers to ASSIGNEE any and all claims or causes of action for infringement of any of the Assigned Trademarks that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. ASSIGNOR's Representations and Disclaimers. ASSIGNOR represents to ASSIGNEE that:

4.1 Organization, Power. ASSIGNOR is a court appointed receiver under Chapter 128 of the Wisconsin Statutes. ASSIGNOR has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein.

4.2 Authority. The execution and delivery of this Agreement by ASSIGNOR and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate court action.

4.3 Disclaimer. Nothing contained in this Assignment shall be construed as:

(a) A warranty or representation by ASSIGNOR as to the validity, scope, or enforceability of any Assigned Trademarks; or

(b) A warranty or representation by ASSIGNOR that anything made, used, sold, or otherwise disposed of under any right granted in this Assignment is or will be free from infringement of trademarks of third parties; or

(c) Granting by implication, estoppel, or otherwise, any licenses or rights under trademarks other than by ASSIGNOR under the Licensed Trademarks; or

(d) A representation, warranty, or extension of warranties of any kind, express or implied, or an assumption of responsibility by ASSIGNOR with respect to the use, sale, or other disposition by ASSIGNEE or its representatives, distributors, or users of products incorporating or made by use of the Assigned Trademarks.

5. ASSIGNEE'S Representations. ASSIGNEE represents to ASSIGNOR that:

5.1 Incorporation. ASSIGNEE is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Ohio and has the full power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

5.2 Authority. The execution and delivery of this Assignment by ASSIGNEE and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of ASSIGNEE, enforceable against it in accordance with its terms.

5.3 Conflicts. Neither the execution and delivery of this Assignment nor the consummation or performance by ASSIGNEE of the transactions contemplated herein will violate any provision of its articles of organization or operating agreement (if applicable) or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which ASSIGNEE is a party or by which ASSIGNEE, or any of its assets and properties, is bound.

6. General Provisions.

6.1 Merger and Integration. This Assignment and the Asset Purchase Agreement among ASSIGNOR, ASSIGNEE and Paul and Joanne Hytken dated June 16, 2000 represent the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, concerning the subject matter

hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

6.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

6.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

6.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. No principal-agent, joint venture, employment, or other relationship exists between ASSIGNOR and ASSIGNEE. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

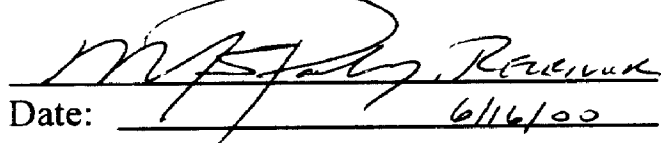
6.8 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and, to the extent not inconsistent therewith, with the internal laws of the State of Wisconsin, USA.

6.9 Recordation. ASSIGNOR hereby grants to ASSIGNEE and its attorneys the authority and power to have this Agreement recorded in the U.S. Patent and Trademark Office and in other applicable countries.

6.10 Additional Documents. If, during efforts made by ASSIGNEE to record this Assignment in the United States or in other applicable countries, a need is discovered for additional confirming assignment documents, ASSIGNEE will act promptly upon discovery of this need to provide confirmatory assignment documents to ASSIGNOR, and ASSIGNOR will cooperate in promptly executing and causing Myro, Inc. to promptly execute, notarize and return to ASSIGNEE confirmatory assignment documents that will be provided by Assignee shortly following the execution of this assignment, provided that any such assignment is in form and substance reasonable acceptable to ASSIGNOR. ASSIGNOR shall take such other steps reasonably requested by ASSIGNEE to register and record title to the Assigned Trademarks.

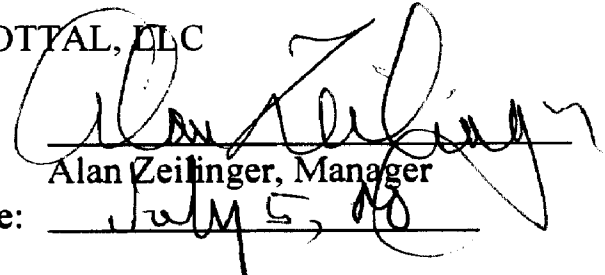
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

MICHAEL S. POLSKY, Chapter 128
Receiver for Myro, Inc.


Date: 6/16/00

SCOTTAL, LLC

By:


Alan Zeilinger, Manager

Date:

July 5, 00

EXHIBIT "A"

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

In re:

MYRO, INC.,

Assignor.

Case No. 00 CV 003722

Case Classification: Other Debtor
Actions

Case No. 30304

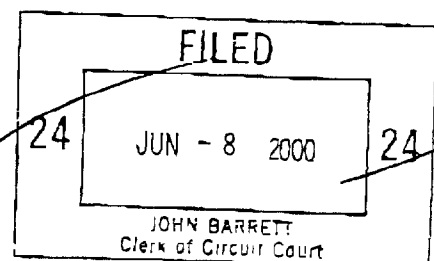
**ORDER APPROVING SALE OF ASSETS FREE AND CLEAR
OF LIENS, CLAIMS AND ENCUMBRANCES**

Upon consideration of the Receiver's Motion to Approve Auction Terms and Procedures, the Order Approving Auction Terms and Procedures entered May 9, 2000 and the other motions, orders, notices and schedules on file herein; the Court having held a hearing on June 8, 2000, for approval of the auction sale of Assignor's assets on June 8, 2000; and the Court finding that due and proper notice of the auction sale and this hearing has been duly given to all creditors and other parties interested in these proceedings; the Court makes the following findings of fact, conclusions of law and order:

FINDINGS OF FACT

1. On May 9, 2000, (the "Assignment Date") Myro, Inc. (the "Assignor") filed with this Court a voluntary assignment for the benefit of creditors under Chapter 128 of the Wisconsin Statutes.

Post-it® Fax Note	7671	Date	# of pages ▶ 48
LARRY CRYSTAL		From	AL Solochek
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	



2. On May 9, 2000, the Court appointed Michael S. Polsky (the "Receiver") as Receiver for Assignor under Chapter 128 of the Wisconsin Statutes.

3. Assignor is a Wisconsin corporation maintaining its principal place of business at 8440 North 87th Street, Milwaukee, Wisconsin.

4. Assignor's operations are divided into three principal lines of business, which are the manufacture and sale of (a) caulkstrip; (b) cornerguard; and (c) wallbase.

5. U.S. Bank holds valid and perfected security interests in all of Assignor's business assets. U.S. Bank consented to the auction sale of Assignor's assets, free and clear of its security interests.

6. On June 8, 2000, the Receiver conducted an auction sale (the "Auction") of substantially all of Assignor's business assets, except for cash, accounts receivable, causes of action, certain books and records, insurance policies, consignment inventory, and certain miscellaneous items.

7. In Pro Corporation, pursuant to the court approved Auction Terms and Procedures, made the highest and best bid for the assets in Lot 2, consisting of the Wall Base Assets, bidding the sum of \$225,000.

8. Magic American Corporation, pursuant to the court approved Auction Terms and Procedures, made the highest and best bid for the assets in Lot 3, consisting of the Caulkstrip Assets, bidding the sum of \$2,500,000. The Purchased Assets in Lot 3 shall exclude the stock of Myro-Chile, Inc..

9. In Pro Corporation, pursuant to the court approved Auction Terms and Procedures, made the highest and best bid for Lot 4, the Corner Guard Assets, bidding the sum of \$450,000.

10. Magic American Corporation and In Pro Corporation, are collectively referred to herein as the "Buyers". The assets purchased by Magic American Corporation and In Pro Corporation are collectively referred to herein as the "Purchased Assets".

11. The auction sale was conducted in accordance with the court approved Auction Terms and Procedures. The sales to Buyers are the product of good faith bidding, conducted in public, at arms length and without collusion.

12. The sale of the Purchased Assets to Buyers is in the best interest of creditors. The consideration to be paid by Buyers is fair and constitutes reasonably equivalent value for the Purchased Assets.

CONCLUSIONS OF LAW

13. The sale of the Purchased Assets to Buyers complies in all respects with Chapter 128 of the Wisconsin Statutes and the Order Approving Auction Terms and Procedures. None of the sales may be deemed fraudulent transfers under Chapter 242 of the Wisconsin Statutes, including Wis. Stats., §128.26(6).

14. Upon closing, the transfers of Purchased Assets to Buyers will constitute a legal, valid and effective transfer to each Buyer of all right, title and interest of Assignor in the Purchased Assets purchased by such Buyer, free and clear of all liens, claims and encumbrances.

15. Buyers shall not be liable for any of Assignor's debts, liabilities or obligations except those expressly assumed in the Asset Purchase Agreement. Buyers shall have no successor liability to any of Myro's creditors or customers.

NOW, THEREFORE, it is hereby ordered that:

16. The sale of certain of the Purchased Assets to each of Buyers is hereby approved.

17. The Receiver is hereby authorized to consummate the sale of the Purchased Assets to Buyers or their designee or assignee. The Receiver is authorized and empowered now and in the future to execute and deliver to each Buyer an asset purchase agreement, substantially in the form attached as Exhibit A (the "Asset Purchase Agreement") which is hereby approved, bills of sale and to execute such other documents, and to take such other action, as will be consistent with, and necessary or appropriate to, implement, effectuate, or consummate the sales of the Purchased Assets to Buyers, all without further order of this Court.

18. Upon the closing of the sales of the purchased assets to Buyers, all of Assignor's right, title and interest in and to the Purchased Assets shall be vested in Buyers, free and clear of all liens, claims and encumbrances. All liens, claims and encumbrances shall attach to the proceeds of the sale to the same extent and priority as existed with respect to the Purchased Assets immediately prior to closing.

19. The Receiver is authorized to adjust the purchase price for the Purchased Assets to effect an allocation of personal property taxes as of closing and for such other reasons as he reasonably deems appropriate.

20. ~~After the payment of expenses incurred by the Receiver in connection with the auction or the sale of the Purchased Assets,~~ the proceeds of the sale of the Purchased Assets shall be paid to U.S. Bank upon final collection thereof by the Receiver.

21. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order and to resolve any disputes between the parties respecting the sale of the Purchased Assets to Buyers.

22. In addition to the other conditions set forth in the provisions of the asset purchase agreement, Buyers' obligation to purchase the Purchased Assets is conditioned upon there being no material adverse change in the condition of the Purchased Assets between the date of the auction and the date of closing. Between the date of the auction and the date of closing, Assignor shall not sell, lease, abandon, assign, or otherwise transfer any of the Purchased Assets other than in the ordinary course of business.

23. The Receiver shall obtain the surrender of Assignor's tooling to Buyers which is in the possession of ES Plastics, New Berlin Plastics and Glendale Plastics.

Dated at Milwaukee, Wisconsin this 8th day of June, 2000.

BY THE COURT:

CHARLES KAHN
BRANCH 24

Charles F. Kahn
Circuit Judge

ASSIGNMENT OF TRADEMARKS

FROM

MICHAEL S. POLSKY,

CHAPTER 128 RECEIVER FOR MYRO, INC.,

TO

SCOTTAL, LLC

June 16, 2000

QBMKE4564953.4

RECORDED: 07/07/2000

EXPRESS MAIL LABEL #
FLA72106418LS
TRADEMARK
REEL: 002112 FRAME: 0024