

09-21-2000



101465151

6.15.00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
06-05-00

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  Corporation  Association
- 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.)

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND RECORDATION REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

TRADEMARK  
REEL: 002142 FRAME: 0242

**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" value="76/016,814"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,775,411"/>	<input type="text" value="1,758,644"/>	<input type="text" value="1,331,172"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,366,978"/>	<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.

*Allyson Grainger*

*Allyson Grainger*

*6-9-00*

Name of Person Signing

Signature

Date Signed

**BILL OF CONTRIBUTION AND ASSIGNMENT  
AND ASSUMPTION OF LIABILITIES**

BILL OF CONTRIBUTION AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES (this "Agreement"), dated as of June 5, 2000, between M. H. Zeigler and Sons, Inc., a Pennsylvania corporation ("Assignor") and M. H. Zeigler and Sons, L.L.C., a Delaware limited liability company ("Assignee"), which is a wholly-owned subsidiary of the Assignor.

**RECITALS**

A. Assignor is the beneficial owner of stock and assets and their related liabilities, as more specifically identified on Exhibit A attached hereto (the "Assets"); and

B. Assignor desires and intends to transfer to Assignee, as a contribution to capital, all of its right, title and interest (except as otherwise noted herein) in and to the Assets, and Assignee wishes to accept such Assets and to assume all of the liabilities related to such Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution and Assignment. Assignor hereby contributes, conveys, transfers and assigns to Assignee, as a contribution to capital, all of the right, title and interest of Assignor as of the date hereof in, to and under the Assets, except for those assets listed on Exhibit B attached hereto.

2. Assumption of Liabilities. Assignee hereby assumes from Assignor all of the liabilities and obligations of Assignor relating to the Assets (the "Related Liabilities"), except for those liabilities listed on Exhibit B attached hereto.

3. Further Assurances. Each party agrees to execute and deliver such assignments, endorsements and other instruments and evidences of transfer and give such further assurances and perform such further acts as the other may reasonably request and as may reasonably be necessary in order to vest in Assignee title to the Assets and for Assignee to assume the Related Liabilities.

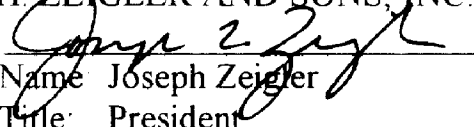
4. Non-Assignable Provisions. Nothing contained in this Agreement shall constitute a transfer or an assignment of, or an agreement to transfer or assign, any Asset if an attempted transfer or assignment thereof without the consent of any party (including any governmental authority) would be ineffective or would adversely affect the rights of Assignee with respect to such Asset so that Assignee would not in fact receive all such rights. In any such case, Assignor and Assignee will, and each will cause its subsidiaries

(if any) to, cooperate to achieve a mutually agreeable arrangement pursuant to which Assignee will obtain the benefits of and assume the obligations in connection with such Asset (but only to the extent such benefits constitute Assets and such obligations constitute Related Liabilities) from and after the date hereof in accordance with this Agreement. Such arrangements may include subcontracting, sublicensing or subleasing to Assignee, or may require Assignor or one of its subsidiaries to enforce any and all rights of such party against a third person for the benefit of Assignee, with Assignee assuming such party's obligations to the same extent as if they had constituted a Related Liability. Assignor will, and will cause its subsidiaries to, pay promptly to Assignee when received all monies received by Assignor or its subsidiaries after the date hereof with respect to any of the Assets or any claim or right or any benefit arising thereunder to the extent that Assignee would be entitled thereto pursuant to this Agreement.

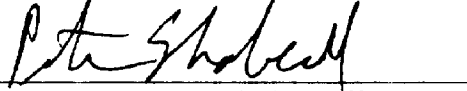
5. Miscellaneous. This Agreement shall bind and inure to the benefit of the respective parties and their successors, transferees and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Contribution and Assignment and Assumption of Liabilities as of the date first above written.

M. H. ZEIGLER AND SONS, INC.

By:   
Name: Joseph Zeigler  
Title: President

M. H. ZEIGLER AND SONS, L.L.C.

By:   
Name: Peter J. Shabecoff  
Title: Executive Vice President

**Exhibit A**  
**to**  
**Bill of Contribution and Assignment and**  
**Assumption of Liabilities**

All of the assets owned by or used in the business conducted by Assignor, as currently conducted by Assignor, including, without limitation, all of Assignor's rights and obligations under the Amended and Restated Stock Purchase Agreement and Agreement and Plan of Merger, dated as of May 31, 2000 (the "Recapitalization Agreement"), among Assignor, NCP-MHZ Acquisition Corp., a Delaware corporation, NCP-MHZ, L.P., a Delaware limited partnership, Richard B. Freed, Gary R. Turner, Daniel K. Zeigler, Timothy P. Zeigler, Bradley K. Zeigler, Grace Freed Irrevocable Trust, Gloria Zeigler Irrevocable Trust, Faye Zeigler Irrevocable Trust and MHZ Group, stockholders named therein and certain other parties, and all other agreements and documents related to each of the foregoing agreements.

**Exhibit B**  
**to**  
**Bill of Contribution and Assignment and**  
**Assumption of Liabilities**

The following assets and liabilities shall not be contributed or assigned by Assignor to Assignee:

All of the rights and obligations of Assignor under the Shareholder Notes, as such term is defined in the Recapitalization Agreement (as defined in Exhibit A), and the [Sub Debt].

All of the rights and obligations of Assignor with respect to the issuance of stock, options or other securities of Assignor, pursuant to the Recapitalization Agreement, any stock option plan of Assignor or otherwise, and any other rights and obligations of Assignor relating to the equity of Assignor.