

12-29-2000



cket No. W0512/2014 (PCL)

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FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

*Handwritten:* 12.15.00

To the Commissioner of Patents and Trademarks : Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>Church &amp; Dwight Co., Inc.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: January 28, 1999</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <b>U.S. Filter Surface Preparation Group, Inc.</b>  Street Address: <b>1605 East Highway 34, Suite A  Newnan, Georgia 30265</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-Delaware _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,866,738</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Peter C. Lando  Address: <b>WOLF, GREENFIELD &amp; SACKS, P.C.</b>  <b>Federal Reserve Plaza</b>  <b>600 Atlantic Avenue</b>  <b>Boston, MA 02210</b></p>	<p>6. Total number of applications and registrations involved:..... [ 1 ]</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Please charge the amount of \$40.00 to Deposit Account No. 500214 to cover the filing fee</p>
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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*

Peter C. Lando                      *Peter C. Lando*                      December 13, 2000  
Name    Signature    Date

Total number of pages including cover sheet, attachments, and document: [ 6 ]

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

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**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**CHURCH & DWIGHT CO., INC.**

**and**

**U.S. FILTER SURFACE PREPARATION GROUP, INC.**

**January 28, 1999**

**ASSET PURCHASE AGREEMENT (the "Agreement"),**  
dated as of January 28, 1999, by and among **CHURCH &  
DWIGHT CO., INC.**, a Delaware corporation ("**Seller**") and  
**U.S. FILTER SURFACE PREPARATION GROUP, INC.**, a  
Delaware corporation ("**Buyer**").

**"Related Party"** means (i) Seller, (ii) any Affiliate of Seller, (iii) any officer or director of any Person identified in clauses (i) or (ii) preceding and (iv) any spouse, sibling, ancestor or lineal descendant of any natural Person identified in any one of the preceding clauses.

**"Retained Assets"** shall have the meaning given that term in Section 2.2.

**"Retained Liabilities"** shall have the meaning given that term in Section 2.3.

**"Seller"** means Church & Dwight Co., Inc., a Delaware corporation.

**"Seller Damages"** shall have the meaning given that term in Section 6.3.

**"Seller Indemnitees"** shall have the meaning given that term in Section 6.3.

**1.2 Construction.** As used herein, unless the context otherwise requires: (i) references to "Article" or "Section" are to an article or section hereof; (ii) references to "Exhibits" and "Schedules" are to Exhibits and Schedules attached hereto and incorporated herein by reference and made a part hereof; (iii) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; and (iv) the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. Whenever the context so requires, the singular number shall include the plural, and the plural shall include the singular.

## **ARTICLE II** **THE TRANSACTION**

**2.1 Sale and Purchase of Assets.** Seller hereby sells and transfers to Buyer, and Buyer purchases from Seller, all of Seller's right, title and interest in and to certain inventory, equipment and related products of Seller's ARMEX equipment business (as set forth below) existing on the date of this Agreement, free and clear of all Encumbrances. Buyer shall pay all freight and shipping costs related to the transfer of the Purchased Assets FOB Seller's delivery site. The assets transferred hereunder (collectively, the "Purchased Assets") include the following:

- (i) ✕ Certain machinery, equipment, tooling, dies, jigs, spare parts and supplies used in connection with Seller's ARMEX equipment business and identified on Schedule 2.1(i);
- (ii) Certain inventory of raw materials, work-in-process, parts, subassemblies and finished goods, wherever located and whether or not obsolete or carried on Seller's books of account used in connection with Seller's ARMEX equipment business and identified on Schedule 2.1(ii);
- (iii) Except as provided on Schedule 2.1(iii), all of Seller's goodwill and rights in and to any trademark, patent or service mark, or any variant of any of them, any applications therefor or registrations thereof, and any other tooling, drawings, manuals or other items related to the assets listed in (i) and (ii) above, as set forth on Schedule 2.1(iii).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHURCH & DWIGHT CO., INC.

By: *E. F. Wilcauskas*

Name: E. F. Wilcauskas

Title: President, Specialty Products Division

U.S. FILTER SURFACE PREPARATION  
GROUP, INC.

By: *Thomas P. Warren*

Thomas P. Warren

President

**SCHEDULE 2.1 (III) - CONTINUED**

**Tradenames**

**ACCUSTRIP SYSTEM**

**WADU**

**Exceptions to intellectual property rights included in the Purchased Assets and listed in this Schedule 2.1 (iii) -**

**None**