

01-08-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12-15-00

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

Name

Execution Date  
Month Day Year

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  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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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 REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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)

**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

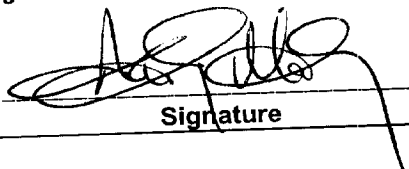
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Anthony F. Matheny  
Name of Person Signing

  
Signature

12/12/00  
Date Signed

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT is made and entered into this 1st day of August, 1988 by and between EAGLE-PICHER INDUSTRIES, INC., an Ohio Corporation hereinafter referred to as "Seller", and having its principal office at 580 Walnut Street, P.O. Box 779, Cincinnati, Ohio 45201, and AMERICAN MICROTRACE CORPORATION, a Delaware corporation hereinafter referred to as "Buyer" and having its principal office at 242 Mustang Trail, Virginia Beach, Virginia 23452.

RECITALS:

A. Seller operates a manufacturing facility at Fairbury, Nebraska (the "Facility") as part of the agricultural chemicals department within Seller's Electronics Division which produces and distributes agricultural and industrial products, with Seller's production and distribution operation located at the Facility hereinafter referred to as the "Business".

B. Seller desires to sell and Buyer desires to acquire the land, building, and all other tangible and intangible fixed assets of the Business and the accounts receivable and product inventory of the Business.

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual covenants and promises contained herein, Seller and Buyer agree as follows:

1. Purchase and Sale of Assets. Seller agrees to sell and Buyer agrees to buy all of the following assets of the Business, hereinafter referred to as the "Assets":
  - (a) The real property comprising the Facility, including any buildings and other improvements located thereon, with such real property being more particularly described on Exhibit A attached hereto (the "Real Estate");
  - (b) All machinery, equipment, furniture, fixtures, supplies and other miscellaneous personal property either owned by Seller or leased by Seller from the City of Fairbury, Nebraska as part of a 1983 Industrial Development Revenue Bond Project (the "Bond") and used in the operation of the Business, including but not limited to the items listed on the attached Exhibit B (the "Personal Property");
  - (c) All accounts receivable of the Business; and
  - (d) All product inventory, including any work in process located at the Facility.

(e) All intangible assets of the Business used exclusively at the Business and not by other operations of Seller, including but not limited to those intangibles listed on Exhibit C attached hereto.

2. Closing. The closing for the transfer of the Assets inclusive of the Real Estate and the "Leased Equipment" as that term is defined under the Lease Agreement supporting the Bond between the City of Fairbury, Nebraska and Seller dated February 1, 1979, as amended as of March 1, 1983, shall occur at the offices of Seller in Cincinnati, Ohio on August 10, 1988, but in no event later than August 15, 1988, (the "Closing Date"). The Closing shall be a joint closing to be conducted concurrently with Seller's repayment of the Bond, with the purchase price less the amount of the "Note" as provided herein, to be due and payable to Seller in immediately available funds as of the Closing Date.

3. Purchase Price.

(a) The Purchase Price for the Assets exclusive of the inventory and the accounts receivable shall be \$950,000.00, with \$750,000 payable at the Closing in immediately available funds and \$200,000 payable by delivery of Buyer's promissory note (the "Note") accruing interest at the rate of 10 1/2%, with

and superseding all prior agreements among them, written or oral, with regard to that subject matter.

IN WITNESS WHEREOF, by their respective duly authorized representatives, Seller and Buyer have signed this Agreement as of the date indicated above.

"Seller"

EAGLE-PICHER INDUSTRIES, INC.

By James A. Ralston  
James A. Ralston,  
Vice President and General  
Counsel

"Buyer"

AMERICAN MICROTRACE CORPORATION

By Peter von Braun  
Peter von Braun,  
Chairman and Chief Executive  
Officer

EXHIBIT C

INTANGIBLE ASSET LIST

<u>TRADEMARKS</u>	<u>FEDERAL REGULATION #</u>
ZINK-GRO	768,933
TEL	1,097,091
MAN-GRO	827,748
FINE-ZINK	NOT REGISTERED

1  
-40 =  
-52 =  
-33 =  
-34 =  
-35 =  
-36 =  
-37 =  
-38 =  
-39 =