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OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101644946

3-6-01

RECORDATION FORM COVER SHEET
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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

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 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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03/21/2001 LMUELLER 00000174 2105319

01 FC:481
02 FC:482

40.00 DP
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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002255 FRAME: 0415

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2105319"/>	<input type="text" value="1883274"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0964538"/>	<input type="text" value="1881803"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1883276"/>	<input type="text" value="1884543"/>	<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

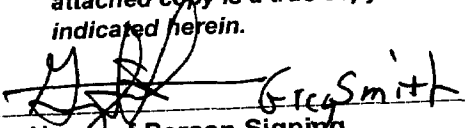

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ^{15th} day of September, 2000, between Gard Corporation, a Kansas corporation ("Seller") and Unimark Oil, LLC, an Arkansas limited liability company ("Buyer").

In consideration of the mutual promises and agreements herein contained, Seller and Buyer agree as follows:

1. Assets Purchased and Sold.

Subject to the terms and conditions contained in this Agreement, on the Closing Date (as defined in Section 4) Seller agrees to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, free and clear of all liens and encumbrances, all of the assets, tangible or intangible, of every kind and nature owned by Seller in connection with the operation of the business of Seller (the "Acquired Business") including without limitation:

- a. the assets reflected on the unaudited balance sheet referred to in Section 6(b) dated June 30, 2000, (the "Balance Sheet"), (with dispositions of and additions to the assets reflected on the Balance Sheet as permitted under Section 8);
- b. all of Seller's rights under the agreements or contracts relating to the Acquired Business (the "Contracts") identified on Exhibit A;
- c. all customer, supplier and other business and financial records pertaining to the Acquired Business; and
- d. the trade name "Gard" and all good will associated with that trade name and the Acquired Business;

but excluding the assets identified on Exhibit B (the "Excluded Assets"). All of the assets being acquired by Buyer pursuant to this Agreement are referred to collectively as the "Assets".

2. Purchase Price and Payment for Noncompetition Agreement.

- a. The purchase price for the Assets (the "Purchase Price") is \$1,700,000, subject to adjustment for any difference in inventory values shown on Seller's books from the Physical Inventory (defined in Section 8f) determined prior to Closing.
- b. Subject to adjustment as provided in this Agreement, Buyer will pay the Purchase Price to Seller at the Closing in cash, by wire transfer or similarly readily available funds.
- c. The Purchase Price will be allocated among the Assets as set forth on Exhibit C. The parties hereto covenant and agree that this allocation was arrived at by arm's length negotiation and that neither Buyer nor Seller will take a position on any income tax return, before any governmental agency charged with the collection of any

whether prior to or after the date of Closing. To Seller's knowledge the Plans are in compliance with all governmental laws, rules and regulations and no "reportable event", "prohibited transactions" or "accumulated funding deficiencies" within the meaning of ERISA or the Internal Revenue Code have occurred which could subject Seller or Buyer to any tax, penalty or liability.

n. Collective Bargaining Agreements. Seller is not subject to any collective bargaining agreement and to Seller's knowledge no union, or like organization has organized or is attempting to organize the employees of the Acquired Business and there are no pending, threatened or reasonably anticipated labor disputes or grievance proceedings relating to such employees or any employee (one or more).

o. Contracts. All of Seller's contracts, leases, licenses and other agreements are binding and in full force and effect except as noted on the disclosure schedules provided, however, Buyer will not be responsible for any liability to any third party for any cause of action against by Seller. Seller has delivered to Buyer prior to the date hereof accurate and complete copies of all contracts. There exist no defaults by Seller or to Seller's knowledge any other party to any of the contracts, nor any events which, with the lapse of time or the election of any person other than Seller, will become a default under any such contracts. The contracts, copies of which have been provided to Buyer, are all of the contracts necessary for the continuance from and after the Closing Date of the Acquired Business as such business is now conducted and consistent with past practices of Seller.

p. Inventory. The value of Seller's inventory as shown on the Seller's Balance Sheet dated June 30, 2000 (attached to Schedule 6(b)), together with any reserve for obsolete inventory, is less than or equal to the replacement cost of the said inventory of Seller. The Purchase Price will be adjusted to the extent that the value of the Assets as determined by the Physical Inventory differ from the Balance Sheet.

q. Tax Returns; Other Reports. Except as disclosed on Schedule 6(q), (i) Seller has filed in true and correct form all federal, state, local and foreign tax returns and other reports required to be filed, and has timely paid all taxes and assessments which have become due and payable, whether or not so shown on any such return or report, (ii) Seller has received no notice of, nor does Seller have any knowledge of, any notice of deficiency or assessment or proposed deficiency or assessment from any taxing governmental authority, (iii) there are no audits pending with respect to Seller and there are no outstanding agreements or waivers by or with respect to Seller that extends the statutory period of limitations applicable to any federal, state, local, or foreign tax returns or taxes for any period, and (iv) there are no determined tax deficiencies or proposed tax assessments against Seller.

r. Intellectual Property Matters. To Seller's knowledge Seller has not infringed any patent, copyright, trademark, or other proprietary or intellectual property right of any other person or received any notice of a claim of such infringement related to the Assets. Attached hereto as Schedule 6(r) is a true and accurate list of all patents, copyrights, trademarks, trade names, websites and service marks, both foreign and

domestic, owned, possessed or used by Seller related to the Assets, all of which are included in the Assets. Seller owns and will transfer to Buyer the entire right, title and interest in all such patents, copyrights, trademarks, trade names and service marks. Seller has transferred, and is transferring to Buyer hereunder, the rights to use all data and information (including without limitation confidential information, trade secrets and know-how) reasonably deemed necessary by Buyer to permit the conduct by Buyer of the Acquired Business in the usual and ordinary course consistent with past practices of Seller.

s. Brokerage. Seller has not hired or employed any broker, finder or similar agent or representative in connection with the transactions contemplated by this Agreement.

t. Environmental.

i. For the purposes of this Section 6(t), these terms are defined as follows:

(A) "Actual Knowledge" means facts or information actually known to Les Cohn or Jack Cohn at the Closing, and does not include any imputed, legal, or constructive knowledge.

(B) "Governmental Authority" means any federal, state or local governmental agency.

(C) "Environmental Claims" means all administrative, regulatory, or judicial actions, suits, proceedings, decrees, judgments, demands, orders, directives, claims, or notices of violation relating to any Environmental Laws or permits, licenses, or authorizations issued under any Environmental Laws, or arising from the presence of Hazardous Materials.

(D) "Environmental Laws" means all current laws and regulations relating to the protection of human health, safety, or the environment, including the federal and state law equivalents of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Water Pollution Control Act ("FWPCA"), the Clean Air Act ("CAA"), and the Toxic Substances Control Act ("TSCA").

(E) "Hazardous Materials" means (i) any chemicals, materials, substances, or wastes defined as or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," "extremely hazardous substances," "toxic pollutants," or words of similar import under any applicable Environmental Law; and (ii) any flammable explosives, radioactive materials, friable asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls.

j. Further Assurances. After the Closing, the parties, at the request of the other or others, shall promptly execute and deliver, or cause to be executed and delivered, any documents and instruments requested by the other or others in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other or others, as the other or others may deem necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the foregoing agreement has been executed and delivered as of the date first written above.

GARD CORPORATION

By *Leslie D. Cohn*
Name: LESLIE D. COHN
Title: PRESIDENT

ATTEST:

Jack W. Cohn
Name: JACK W. COHN
Secretary

UNIMARK OIL, LLC

By *George E. Crow*
Name: George E. Crow
Title: Manager

Schedule 6(r)

Intellectual Property

TRADEMARK	COMMENTS
Gard	
Gard's	
Gardfleet	
GardForm	
Gardgear	
Gardvis	
Gardway	
HydraGard	
MarineGard	
Oilgard	This trademark has not been used in over twenty years.
ReGard	
SafeGard	
SpinGard	
SynGard	
TransGard	The trademark TransGard was sold to Citgo Petroleum Corp. Gard currently has a license to use the trademark TransGard.

- The Seller also owns the trademarks Crystalcut and Gardcut; however, these items are Excluded Assets pursuant to Exhibit B.

SERVICE MARKS	COMMENTS
Your Profit & Performance	
LifeGard	
A Lifesaver for Your Engine	

WEBSITE

- The Seller's website is: www.gardcorp.com.

PATENTS

- In 1983, Larry Jones assigned patent application "Ampule Cleaning and Air Quality Control System and Apparatus" to Gard Corporation. This patent is listed as Excluded Equipment pursuant to Exhibit B.