

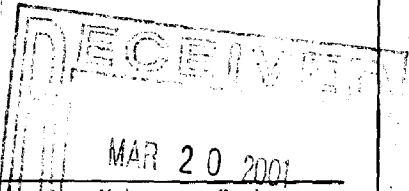
04-04-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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



12-02-3

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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____

Conveying Party

Mark if additional names of conveying parties attached

Name Childers Products Company, Inc.

Execution Date
Month Day Year
03/21/2000

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Foster Products Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2900 Granada Lane

Address (line 2) _____

Address (line 3) Oakdale Minnesota 55128
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Minnesota

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

04/04/2001 AAHMED1 00000110 062240 1149815

01 FC:481 40.00 CH
02 FC:482 175.00 CH

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 Practices. 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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,149,815"/>	<input type="text" value="1,149,542"/>	<input type="text" value="1,168,367"/>
<input type="text" value="1,149,540"/>	<input type="text" value="1,149,543"/>	<input type="text" value="1,183,347"/>
<input type="text" value="1,149,541"/>	<input type="text" value="915,575"/>	<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.

Susan K.M. Hammes

Susan K.M. Hammes

3-19-2001

Name of Person Signing

Signature

Date Signed

U.S. TRADEMARK ASSIGNMENT

WHEREAS, Childers Products Company, Inc., a Delaware corporation, having an office and place of business at 34799 Curtis Boulevard, Eastlake, Ohio 44095 ("Childers"), has adopted, used, is using and is the owner of the entire right, title and interest in, to and under the trademarks now registered in the United States Patent and Trademark Office as identified on Exhibit A attached hereto, and the unregistered trademarks as identified on Exhibit B attached hereto (the registered and unregistered Trademarks shall be collectively referred to as the "U.S. Trademarks").

WHEREAS, Foster Products Corporation, a Minnesota corporation, having its principal offices at 2900 Granada Lane, Oakdale, Minnesota 55128 ("Foster") is a party to that certain Asset Purchase Agreement, dated effective as of March 21, 2000, by and between Childers and Foster (the "Purchase Agreement"), and is desirous of acquiring the entire right, title and interest in, to and under the aforesaid U.S. Trademarks in accordance with the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Childers hereby assigns, sells, and transfers unto Foster its entire right, title and interest in, to and under the aforesaid U.S. Trademarks, including any and all common law rights, all of the goodwill of the business pertaining to such trademarks and registrations thereof, and all rights of recovery for past infringement thereof, to have and to hold for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, as fully and completely as the same would have been held by Foster had this assignment and sale not been made.

IN WITNESS WHEREOF, Childers has caused this assignment to be duly executed as of the date and the year set forth herein.

CHILDERS PRODUCTS COMPANY, INC.

By: *JW Geeseholt*
Its: RESIDENT - CEO

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

Subscribed and sworn to before me
this 21 day of March, 2000.

[Signature]
Notary Public
John J. McGuire, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 R.C.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 21, 2000, is by and between Foster Products Corporation, a Minnesota corporation ("Purchaser"), and Childers Products Company, Inc., a Delaware corporation ("Seller"), and Charles S. Holmes and Leonard T. Conway ("Guarantors").

A. Seller is engaged in the manufacture, marketing and sale of products through its Mastics, Coatings, Adhesives and Sealants Business Unit (the "Business").

B. The parties hereto wish to provide for the terms and conditions upon which Purchaser will acquire substantially all of the business and assets of the Business.

C. The parties hereto wish to make certain representations, warranties, covenants and agreements in connection with the purchase of the Business and assets of the Business and also to prescribe various conditions to such transaction.

D. Prior to the execution of this Agreement, Seller executed an Asset Purchase Agreement with Insulation Investors, Inc., an Illinois corporation ("Insulation Investors"), dated March 21, 2000, pursuant to which Seller sold to Insulation Investors its metal insulation business.

Accordingly, and in consideration of the representations, warranties, covenants, agreements and conditions herein contained, the parties hereto agree as follows:

SECTION 1

1. Purchase of Assets.

(a) Assets to be Purchased. At the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the following assets of the Business, wheresoever located and whether or not carried or reflected on the books and records of Seller or any subsidiary or affiliate of Seller (hereinafter referred to collectively as the "Assets"), but not including the "Excluded Assets," as defined in subsection 1(b):

(i) Inventory. All of the items of merchandise, inventory of finished products, manufactured and purchased goods, work-in-process, raw materials and packaging materials and supplies, including those in the possession of suppliers, customers and other third parties, in each case consistent with the terms of this Agreement (the "Inventory");

(ii) Intellectual Property. All rights to any of the following in any jurisdiction, any and all documentation relating to any of the following and all of the goodwill associated with any of the following (collectively referred to herein as "Intellectual Property"):

(A) all business and trade names, service marks, service mark applications, service names, corporate names, brand names, logos and slogans identified on Exhibit 1(a)(ii)(A) attached hereto and incorporated herein by reference, including any applications for registration of the foregoing and any goodwill associated therewith (the "Trade Names");

(B) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs identified on Exhibit 1(a)(ii)(B) attached hereto and incorporated herein by reference and any goodwill associated therewith (the "Patent Rights");

(C) all copyrights (registered and unregistered), trademarks (whether used with wares or services and including the goodwill attaching to such trademarks), and registrations and applications for trademarks and copyrights and all future income from all such trademarks and copyrights, identified on Exhibit 1(a)(ii)(C) attached hereto and incorporated herein by reference and any goodwill associated therewith (the "Copyrights and Trademarks");

(D) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, any URL's for the Business, technology, blueprints, research and development reports, technical information, information relating to technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information;

(E) all other Intellectual Property listed on Exhibit 1(a)(ii)(E) attached hereto;

(F) all licenses relating to any Intellectual Property;

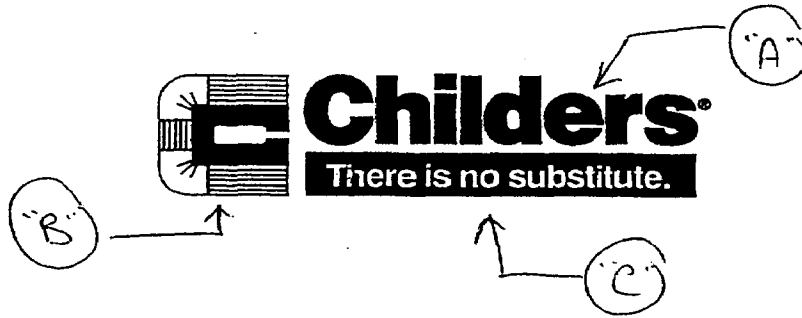
(G) all income and proceeds from any of the Intellectual Property and the licenses listed or referred to in item (F) above to the extent earned from and after the Closing Date; and

(H) all rights to damages and profits by reason of the infringement of any of the Intellectual Property;

in each case, as the same relate to Business as presently conducted by Seller;

(iii) Personal Property and Equipment. The personal property, machinery, equipment, and other similar personal property and spare parts listed on Exhibit 1(a)(iii) attached hereto (the "Equipment") used in the Business;

TRADE NAMES



“A” is the registered Trademark name of Childers.

“B” is the registered Trademark of the Childers logo.

“C” is a slogan Trademark, not registered.

COPYRIGHTS and TRADEMARKS

Existing U.S. and Canadian Trademark Registrations					
	Trademark	U.S. Reg. No.		Canada Reg. No.	
	VI-CRYL	915,575		252,898	
	ENCACEL V	1,033,515		257,087	
	CHIL-BYL	1,149,815		---	
	CHIL-GLAS	1,168,367		278,702	
	CHIL-JOINT	1,147,673		---	
	CHIL-KOTE	1,149,540		---	
	CHIL-LAG	1,183,347		---	
	CHIL-PERM	1,149,541		---	
	CHIL-SEAL	1,149,542		---	
	CHIL-STIX	1,149,543		---	
	CHIL-SPRAY	1,147,427		---	

Existing British Trademark Registrations			
	Trademark	U.K. Reg. No.	
	VI-CRYL	1,165,367	
	ENCACEL	1,110,189	
	CHIL-BYL	1,165,364	
	CHIL-JOINT	1,165,366	
	CHIL-KOTE	1,165,357	
	CHIL-SEAL	1,165,359	
	CHIL-STIX	1,279,919	
	CHIL-BOND	1,279,918	

EXHIBIT A

CHILDERS

REGISTERED U.S. TRADEMARKS

<u>TRADEMARK</u>	<u>U.S. REG. NO.</u>
VI-CRYL	915,575
ENCACEL V	1,033,515
CHIL-BYL	1,149,815
CHIL-GLAS	1,168,367
CHIL-JOINT	1,147,673
CHIL-KOTE	1,149,540
CHIL-LAG	1,183,347
CHIL-PERM	1,149,541
CHIL-SEAL	1,149,542
CHIL-STIX	1,149,543
CHIL-SPRAY	1,147,427

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