

5-24-01



06-01-2001

Commerce
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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

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 Association
- Corporation
- 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

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, DC 20231

REEL: 002306 FRAME: 0987

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="1,762,261"/>	<input type="text" value="1,645,740"/>	<input type="text" value="1,391,253"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="563,226"/>	<input type="text" value="1,407,254"/>	<input type="text" value="2,394,694"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,374,464"/>	<input type="text" value="1,356,106"/>	<input type="text" value="1,818,662"/>

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.

David S. Abrams

5/24/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional 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

Enter Additional 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

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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2,338,122	1,441,685	1,712,909
2,234,130	<input type="text"/>	<input type="text"/>
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 24, 2000 among **INSL-X PRODUCTS CORPORATION**, a New York corporation ("Buyer"), **DURREL PAINT, LTD.**, an Ohio Limited Liability Company ("Durrel"), and **BRUNING PAINT COMPANY**, a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, each of Seller and Durrel own certain assets used in its business of operating a paint manufacturing and distribution center in the Maryland and Ohio areas;

WHEREAS, Seller owns 299, and Douglas Ramer owns one (representing in the aggregate all) of the membership units of Durrel;

WHEREAS, upon and subject to the terms and conditions set forth herein, Buyer desires to buy and Seller desires to sell and transfer certain assets of Seller and Durrel, and Buyer is willing to assume certain specified liabilities and obligations of Seller and Durrel, all as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, it is hereby agreed as follows:

1. Definitions

1.1 **Definitions**. The following terms when used in this Agreement shall have the following meanings:

"Acquisition Proposal" shall mean any proposal for the acquisition of, or merger or other business combination involving the Business or the sale of any controlling equity interest in, or of, the Business or substantially all the assets of the Business, other than the Contemplated Transactions.

"Action" shall mean any action, suit, proceeding, investigation or arbitration.

"Adjustment Amount" shall mean the amount by which the Net Value of the Business as of the Closing Date, as reflected on the Closing Date Balance Sheet, exceeds or is less than the Net Value of the Business as of September 30, 2000, as reflected on the September 30, 2000 Balance Sheet.

"Affiliate" shall mean, with respect to any person, at the time in question any other person controlling, controlled by or under common control with such person.

Benefit Arrangements	5.13(a)
Closing	3.2(a)
Closing Date	3.2(a)
Closing Date Payment	3.2(b)
Designated Buyer	10.12
Competitive Business	7.14(a)
Equipment	2.1(b)
Excluded Assets	2.2
Financial Information	5.4
Governmental Authorizations	5.11
Intellectual Property	2.1(k)
Leases	5.6(a)(ii)
Permitted Encumbrances	5.5
Products	7.14(a)
Purchase Price	3.1(a)
Required Consents	5.3
Reserved Portion	2.5(a)
Restricted Period	7.14(a)
Restrictive Covenants	7.14(b)
Retained Liabilities	2.4(c)
Unreserved Portion	2.5(a)

1.2 Interpretation. Unless the context otherwise requires, the terms defined in Section 1.1 shall be applicable to both the singular and plural forms of any of the terms defined herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the neuter gender herein shall be deemed to include the masculine and feminine genders wherever necessary or appropriate, the use of the masculine gender shall be deemed to include the neuter and feminine genders and the use of the feminine gender shall be deemed to include the neuter and masculine genders wherever necessary or appropriate.

2. Purchase and Sale of Assets; Assumption of Certain Liabilities; Receivables

2.1 Transfer of Assets. On the basis of the representations, warranties, covenants and agreements and subject to the satisfaction (or waiver by the party whose obligations hereunder are subject to such satisfaction) of the conditions set forth in this Agreement, on the Closing Date, each of Seller and Durrel shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller and Durrel, all of Seller's and Durrel's rights, title and interest in and to all of the assets, rights, and Assumed Contracts of the Business at the Closing Date of every kind, nature, character and description, tangible and intangible, personal or mixed, wherever located (other than the Excluded Assets described in Section 2.2), free and clear of all Liens, including, without limitation, the following:

(a) All Contracts entered into the ordinary course of the Business (including open vendor and/or customer purchase orders), real property leases pursuant to which Seller or Durrel is lessee or a tenant, the subject premises of which are used in the Business, equipment leases (whether or not capitalized), the equipment which is used in the Business but

excluding specifically all Contracts for bank debt, insurance, employee benefits, notes payable of Seller or shareholder debt of Seller or Durrel (the "Assumed Contracts");

(b) All equipment, furniture, furnishings, fixtures, machinery, vehicles, telephones and other tangible personal property of Seller and Durrel used in the Business, including without limitation those items of personal property used the Business (subject to changes therein in the ordinary course of business) and listed on Schedule 2.1 (b) (collectively, the "Equipment"), and all warranties and guarantees, if any, express or implied, existing for the benefit of Seller and Durrel with respect to the Equipment;

(c) All Good Inventory;

(d) All management information systems; employee and asset records; and Customer names, Customer, subscriber and vendor lists; catalogs, research material, technical information, technology, and quality control data (whether manual or computerized) related to the Business;

(e) All business plans, sales promotion and selling literature, promotional and advertising materials, market research reports and competitor information of the Business;

(f) All Permits issued by any Governmental Body or other third party with respect to the Business;

(g) All security (including cash) deposited with third parties in connection with the Business;

(h) All goodwill and going concern value of the Business;

(i) All prepaid expenses related to the Business as of 11:59 p.m. on the Business Day immediately prior to the Closing Date;

(j) All Claims against other parties (other than officers or directors of Seller or persons holding equivalent positions with Durrel) arising out of the Business;

(k) All trademarks, tradenames, corporate names, service marks, logos, designs, know-how, trade and business secrets, photographs, artwork, licenses, copyrights, patents, computer software programs and electronic data processing software and other similar tangible or intangible property used in the Business including, without limitation, the names Bruning Paint and Durrel Paint, together with any derivative of the foregoing and the goodwill associated therewith all as set forth on Schedule 5.10 (collectively, "Intellectual Property");

(l) All of the Seller's and Durrel's right, title and interest in and to the telephone and telecopier numbers used in the Business and currently assigned to Seller and Durrel for business purposes. Attached as Schedule 2.1 (l) is a listing of all telephone and telecopier numbers assigned to Seller and Durrel which are being transferred to Buyer; and

Schedule 5.10: Intellectual Property Attached

410-675-0368 BRUNING PAINT CO

455 P03/03 NOV 20 '97 14:

REGISTERED U.S. TRADEMARKS

Bruning Paint Company

<u>TRADEMARK</u>	<u>REG. NO. & DATE</u>	<u>SERIAL NO. & DATE</u>
BRUNING (Stylized)	563,226 08-26-52	551,222 03-05-48
SILATHANE	1,356,106 08-27-85	519,598 01-28-85
ROOF PLATE	1,374,464 12-10-85	541,675 06-06-85
BRUNING	1,391,253 04-29-86	558,571 09-16-85
CARRIAGE HOUSE	1,407,254 09-02-86	563,945 10-18-85
STORMPRUF	1,441,685 06-09-87	622,306 09-26-86
BLOCK OUT	1,645,740 05-28-91	070,992 06-20-90
WALLPLATE	1,712,909 09-08-92	229,321 12-11-91

[REDACTED]

[REDACTED]

[REDACTED]

REGISTERED U.S. TRADEMARKS

Kyanize Paint Company

TRADEMARK	REG. NO. & DATE	SERIAL NO. & DATE
KYANIZE CLINGCOTE (Stylized)	501,543 08-10-1948	533,983 03-22-1948
KYANIZE FIRST CHOICE IN PAINT K DESIGN	933,792 05-16-1972	380,896 03-13-1971
KYANIZE KY PRIME	849,272 05-21-1968	263,923 02-03-1967
KYPLATE	867,397 04-01-1969	298,732 05-21-1968
LUSTAQUIK	241,765 05-08-1928	258,935 12-15-1927
KYANIZE (Stylized)	129,333 02-17-1920	119,929 06-25-1919
MOISTURPEL	843,556 03-06-1968	263,381 01-26-1967
NU-BRITE	837,449 10-24-1967	267,791 03-29-1967
NU SPACK DESIGN	1,012,521 06-03-1975	462,238 07-05-1973
NU-WAX	1,149,237 03-24-1981	205,142 02-26-1979
RUST-CRAFTS	1,256,497 11-08-1983	367,383 06-01-1982
SHEL-TEX	843,557 02-06-1968	263,382 01-26-1967
STURBRIDGE	958,866 05-15-1973	414,588 02-04-1972
WARWICK	1,069,678 07-19-1977	109,476 12-13-1976
WEATHER SET	958,441 05-08-1973	421,753 04-18-1972
ZYLOX	849,271 05-21-1968	263,384 01-26-1967
CELOID (Stylized)	502,928 10-12-1948	536,492 10-02-1947

Ky Pro - May 1994
 QUICK SOLUTION - JAN 1994
 EASY CLEAN - SEPT 1994

COLOR-SPREE (Stylized)	589,131 04-27-1954	649,163 06-22-1953
DECROTONE (Stylized)	598,970 12-07-1954	623,988 01-23-1952
DRI-DUST AIRLESS SPRAY	843,555 02-06-1968	263,378 01-26-1967
DYNA-BLACK	841,513 01-02-1968	263,379 01-26-1967
FORMULA 77	1,641,698 04-16-1991	016,269 01-04-1990
KYANIZE	843,832 02-06-1968	263,385 01-26-1967
KYANIZE (Stylized)	60,292 03-05-1907	18,006 01-19-1906

TRADEMARK