

08-28-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record this document as a trademark document or copy thereof.

1. Name of conveying party(ies): 8-23-01 Sheridan Safety Supply, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Vallen Safety Supply Company Internal Address: 13333 Northwest Freeway, #600 Street Address: City: Houston State: Texas Zip: 77040 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State a Delaware corporation [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 09/03/97 (see attached)

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1910554 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maria T. Hauser Internal Address: Street Address: 100 Galleria Pkwy, #1120 City: Atlanta State: GA Zip: 30339

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Maria T. Hauser Name of Person Signing Signature Date 8/17/01

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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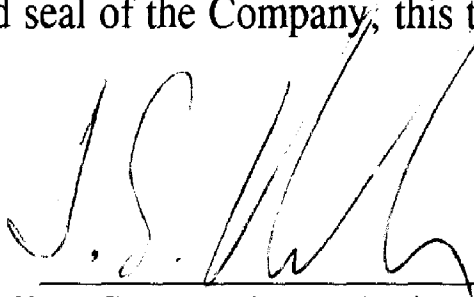
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ASSISTANT SECRETARY'S CERTIFICATE

I, Jeffrey S. Rosenberg, being the duly elected, qualified and acting Assistant Secretary of Vallen Safety Supply Company, a Delaware corporation (hereinafter called the "Company"), do hereby certify that to the best of my knowledge, the attached pages 1-3, the signatures page and Exhibit "D" are a true and correct copy of the original Asset Sale and Purchase Agreement (the "Agreement"), and that Section 2.(a) (ix) on page 3 of the Agreement defines all intellectual property, including all trademarks in the sale and transfer of certain assets from Sheridan Safety Inc. to the Company. (Please also refer to Exhibit "D")

WITNESS my hand and seal of the Company, this ~~the~~ 17th day of August, 2001.



Jeffrey S. Rosenberg, Assistant Secretary

ASSET SALE AND PURCHASE AGREEMENT

This Agreement made as of the 3rd day of September 1997, by and between VALLEN SAFETY SUPPLY COMPANY, a Delaware corporation ("Purchaser"), and SHERIDAN SAFETY INC., an Ohio corporation (the "Company"), and LARRY MILLER ("Miller") (the Company and Miller shall be referred to collectively as the "Sellers"),

WITNESSETH:

WHEREAS, the Company is the owner of that certain industrial supplies and safety products distribution and sales business operated by the Company; and

WHEREAS, Miller owns one hundred percent (100%) of all of the issued and outstanding capital stock of the Company, and is primarily responsible for the operation of the Company; and

WHEREAS, the parties hereto desire to enter into an agreement whereby the Company will transfer to Purchaser, and Purchaser will acquire from the Company, certain assets associated with said business;

NOW, THEREFORE, in consideration for the above premises and the mutual promises and covenants set forth herein, and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms not defined elsewhere shall have the following meanings:

(a) "Accounts Receivable" shall mean any accounts receivable or other rights to receive payment owing to the Company on the Closing Date (as hereinafter defined) which have arisen from the sale of merchandise or any other activities or operations carried on by the Business and for which value is reflected on the Initial Balance Sheet (as hereinafter defined) and any accounts receivable or other rights so arising from July 31, 1997 to the Closing Date.

(b) "Business" shall mean that certain industrial supplies and safety products distribution and sales business operated by the Company as of the date hereof and the goodwill associated therewith.

(c) "Capitalized Leases" shall mean the leases covering the equipment identified in Exhibit A and evidenced by the documents identified in Exhibit A.

(d) "Closing Date Balance Sheet" shall mean the Balance Sheet of the Company dated as of the Closing Date, to be delivered by the Sellers to Purchaser after the Closing Date.

(e) "Initial Balance Sheet" shall mean the Balance Sheet of the Company dated July 31, 1997, previously delivered by the Sellers to Purchaser and attached hereto as Exhibit N.

(f) "Inventory" shall mean all of the merchandise held for sale or distribution by the Business on the Closing Date.

(g) "Non-Capitalized Leases" shall mean all leases for facilities, equipment, software or other property used by or in connection with the Business identified in Exhibit B, other than Capitalized Leases.

(h) "Trade Accounts Payable" shall mean the accounts payable to vendors of the Company which have arisen in the ordinary course of business from the purchase of merchandise or any other activities or operations carried on by the Business which are reflected on the Initial Balance Sheet or any accounts payable to vendors of the Company arising in the normal course of business from July 31, 1997 to the Closing Date, and as a result, included on the Closing Date Balance Sheet.

2. Sale and Transfer of Certain Assets.

(a) Acquired Assets. Subject to the terms and conditions herein set forth, the Company agrees to sell, convey, assign, transfer and deliver to Purchaser all of the Sellers' right, title, and interest in the following assets, properties and business wherever situated as the same exist on the Closing Date; excluding, however, the assets set forth on Exhibit E (the "Assets"):

(i) all vehicles and office equipment including such vehicles and equipment subject to the Capitalized Leases set forth on Exhibit A;

(ii) all of the Inventory before adjustments for LIFO reserves;

(iii) all of the Accounts Receivable;

(iv) all of the Company's books and records relating to the Business, including but not limited to all customer lists, uncollected invoices, credit files, personnel records and files, computer software and programs (excluding any software or computer programs covered by that certain License and Distribution Agreement between the Company and U.S. Cost, Inc.), schedules of assets, books of account, contracts, sales representation agreements, sales agency agreements, files, papers, books, warranty records, rental payment records, purchase orders, and all other public and confidential business records (together the "Business Records");

(v) all rights, title and interest in and to the telephone numbers and telephones used in connection with the Business;

(vi) all supplies at or held for use by the Business (including stock and demonstration inventories);

(vii) all of the Company's right, title and interest in and to those customer and vendor contracts listed on Exhibit C;

(viii) all prepaid expenses reflected on the Initial Balance Sheet or arising from July 31, 1997 to the Closing Date;

(ix) any and all intellectual property rights, including without limitation any and all patents, patent applications, trademarks, tradenames, service marks, copyrights or similar rights relating to the Business, including but not limited to those listed on Exhibit D hereto;

(x) all fixed assets, including equipment, leasehold improvements and all items of tangible personal property used or held for use in connection with the Business;

(xi) all rights in and to the name "Sheridan Safety, Inc." (the "Business Name"), and the rights in and to any similar name, in all circumstances and for all purposes to the same extent Seller has such rights; and

(xii) all securities, claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment.

All of such Assets shall be delivered free and clear of any liens, claims, pledges, security interests, mortgages or encumbrances of any kind, except as are disclosed on Exhibit O attached hereto. The sale, conveyance, assignment, transfer and delivery of the Assets shall be effected by bills of sale, endorsements, assignments, drafts, checks or other instruments in such reasonable or customary form as shall be requested by the Purchaser and its counsel. Each Seller shall at any time from and after the Closing Date, upon the reasonable request of Purchaser and at such Seller's expense, execute, acknowledge and deliver such additional conveyances, assignments, transfers or other instruments, as may be reasonably required to assign, transfer or convey the Assets to Purchaser as contemplated by this Agreement.

(b) Retained Assets. Anything in Section 2(a) to the contrary notwithstanding, there shall be excluded from the Assets all of those items set forth on Exhibit E hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

VALLEN SAFETY SUPPLY COMPANY

By: James W Thompson
Name: James W Thompson
Title: President and CEO.

SHERIDAN SAFETY, INC.

By: Lawrence E. Miller
Name: Lawrence E. Miller
Title: President

Larry Miller
Larry Miller

Exhibit D
Tradenames, Trademarks and Patents

The name "Sheridan Safety, Inc." and any similar name