

RECORD  
TRA

03-18-2002



D#

To the Honorable Commissioner of Patents and Trademarks

102019777

and all other documents or copy thereof.

1. Name of conveying party(ies):

Scheu Manufacturing Company  
297 Stowell Street  
Upland, CA 91786



- Individual(s)
- General Partnership
- Corporation-State California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3-12-02

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: February 28, 2002

2. Name and address of receiving party(ies):

Name: Global Manufacturing, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1102 Daisy Bates Blvd.  
P.O. Box 3482

City: Little Rock State: AR Zip: 72203

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Arkansas
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) 297,997

623,385      758,796  
780,937      1,800,455

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert T. Smith  
Internal Address: \_\_\_\_\_

Street Address: 400 W. Capitol Ave., Ste. 2000

City: Little Rock, State: AR ZIP 72201

6. Total number of applications and registrations involved . . . . . 5

7. Total fee (37 CFR 3.41):.....\$ 40.00

- 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.*

Robert T. Smith

[Signature]  
Signature

3/11/2002  
Date

Total number of pages comprising cover sheet: 1

03/15/2002 DDH:ME 0000131029777  
01-FC-481 40.00-00



AGREEMENT TO SELL  
AND ASSIGN TRADEMARKS  
AND TRADENAMES

THIS AGREEMENT TO SELL AND ASSIGN TRADEMARKS AND TRADENAMES is executed effective as of February 28, 2002, by SCHEU MANUFACTURING COMPANY and SCHEU PRODUCTS COMPANY, both California corporations having their principal place of business at 297 Stowell Street, Upland, California 91786 (collectively, A**Seller**@) in favor of GLOBAL MANUFACTURING, INC., an Arkansas corporation having its principal place of business at 1102 W. 14<sup>th</sup> Street, Little Rock, Arkansas (A**Purchaser**@).

WITNESSETH

WHEREAS, Seller is the owner of all right, title and interest in and to: (i) the trademarks represented in the United States Patent and Trademark Office as listed on attached Schedule 1 (the A**Trademarks**@), and (ii) the tradenames and logos set forth on attached Schedule 2 (the A**Tradenames**@), together with all common law rights related thereto, the right to recover past damages from infringement thereof or other damage thereto, and all good will associated therewith (the A**Rights**@);

WHEREAS, Seller has agreed to sell and purchaser has agreed to buy the Trademarks, the Tradenames and the Rights, pursuant to the terms of an Asset Purchase Agreement by and between Seller and Purchaser dated effective February 14, 2002 (the A**Purchase Agreement**@);

NOW, THEREFORE, in consideration of the premises recited above and the mutual covenants and consideration set forth herein and in the Purchase Agreement, the parties hereto agree as follows:

1. **Grant.** Seller hereby grants, bargains, sells, conveys, assigns and transfers to Purchaser Seller=s entire right, title and interest in and to the Trademarks, the Tradenames and the Rights, including all good will associated therewith, and any other right, title or beneficial interest which Seller may have therein.

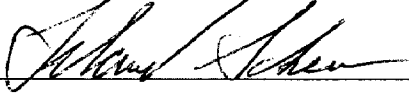
2. **Consideration.** This assignment and sale of Trademarks, Tradenames and Rights is made as partial consideration for the monies being paid by Purchaser to Seller in accordance with the terms of the Purchase Agreement, the receipt and sufficiency of which consideration are hereby acknowledged.

3. **Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants and covenants that:

- (a) Seller owns all right, title and interest in and to the Trademarks, the Tradenames and the Rights, and it has the authority, power and right to sell and assign the same to Purchaser;
- (b) To the best of Seller's knowledge, no other party has used the Trademarks, the Tradenames or enjoyed the Rights at any time prior to and including the date of this Agreement;
- (c) The Trademarks, Tradenames and the Rights are owned free and clear of any lien, security interest, license or other encumbrance, and Seller will not make or enter into any agreement which would encumber or otherwise grant any interest in the Trademarks, the Tradenames or the Rights, or otherwise conflict with the intent of this Agreement;
- (d) Seller will, promptly upon Purchaser's request, provide to Purchaser all pertinent facts and documents relating to the Trademarks, the Tradenames and the Rights as may be known and accessible to Seller, and will cooperate with Purchaser as reasonably requested in order to enable Purchaser to record this Agreement and thereafter protect, perfect, maintain and continue Purchaser's rights in the Trademarks, the Tradenames and the Rights, including providing any testimony as to the same in any interference, litigation, or *inter parte* or *ex parte* proceeding related thereto, and will promptly execute and deliver to Purchaser or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks which may be necessary or desirable to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

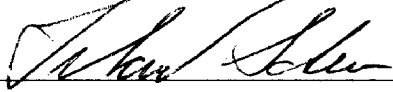
**SCHEU MANUFACTURING COMPANY**

By: 

Name: Leland C. Scheu

Title: Chairman of the Board/CEO

**SCHEU PRODUCTS COMPANY INCORPORATED**

By: 

Name: Leland C. Scheu

Title: Chairman of the Board/CEO

Schedule 1

TRADEMARKS

	<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>
1.	VIBER	297,997	Scheu Manufacturing Company
2.	AIROVIBER	623,385	Scheu Manufacturing Company
3.	VIBERAIR	758,796	Scheu Manufacturing Company
4.	VIBERMITE	780,937	Scheu Manufacturing Company
5.	TURBOVIBER	1,800,455	Scheu Manufacturing Company

Schedule 2

TRADENAMES:

1. VIBER
2. VIBER-KELLEY
3. VIBER-KELLEY COMPANY
4. VK



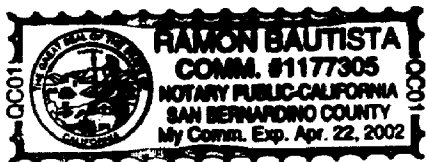
ACKNOWLEDGMENT

STATE OF CALIFORNIA            )  
  )ss.  
COUNTY OF SAN BERNARDINO

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named LESLAND SCHEU, being the CEO of **SCHEU PRODUCTS COMPANY INCORPORATED**, who had been designated by said corporation to execute the foregoing instrument, to me personally well known, who stated he she was the CEO of **SCHEU PRODUCTS COMPANY INCORPORATED** and was duly authorized in his her capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he she had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28<sup>TH</sup> day of FEBRUARY, 2002.

*Ramon Bautista*  
NOTARY PUBLIC







AGREEMENT TO SELL  
AND ASSIGN TRADEMARKS  
AND TRADENAMES

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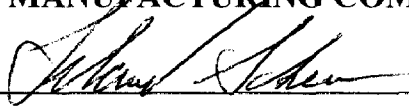
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1. **Grant.** Seller hereby grants, bargains, sells, conveys, assigns and transfers to Purchaser Seller=s entire right, title and interest in and to the Trademarks, the Tradenames and the Rights, including all good will associated therewith, and any other right, title or beneficial interest which Seller may have therein.
2. **Consideration.** This assignment and sale of Trademarks, Tradenames and Rights is made as partial consideration for the monies being paid by Purchaser to Seller in accordance with the terms of the Purchase Agreement, the receipt and sufficiency of which consideration are hereby acknowledged.
3. **Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants and covenants that:

- (a) Seller owns all right, title and interest in and to the Trademarks, the Tradenames and the Rights, and it has the authority, power and right to sell and assign the same to Purchaser;
- (b) To the best of Seller's knowledge, no other party has used the Trademarks, the Tradenames or enjoyed the Rights at any time prior to and including the date of this Agreement;
- (c) The Trademarks, Tradenames and the Rights are owned free and clear of any lien, security interest, license or other encumbrance, and Seller will not make or enter into any agreement which would encumber or otherwise grant any interest in the Trademarks, the Tradenames or the Rights, or otherwise conflict with the intent of this Agreement;
- (d) Seller will, promptly upon Purchaser's request, provide to Purchaser all pertinent facts and documents relating to the Trademarks, the Tradenames and the Rights as may be known and accessible to Seller, and will cooperate with Purchaser as reasonably requested in order to enable Purchaser to record this Agreement and thereafter protect, perfect, maintain and continue Purchaser's rights in the Trademarks, the Tradenames and the Rights, including providing any testimony as to the same in any interference, litigation, or *inter parte* or *ex parte* proceeding related thereto, and will promptly execute and deliver to Purchaser or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks which may be necessary or desirable to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

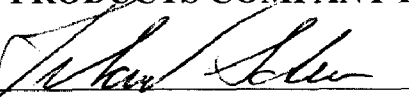
**SCHEU MANUFACTURING COMPANY**

By: 

Name: Leland C. Scheu

Title: Chairman of the Board/CEO

**SCHEU PRODUCTS COMPANY INCORPORATED**

By: 

Name: Leland C. Scheu

Title: Chairman of the Board/CEO

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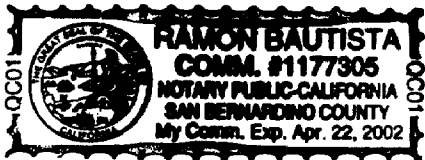
**ACKNOWLEDGMENT**

STATE OF CALIFORNIA            )  
  )ss.  
COUNTY OF SAN BERNARDINO

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named LELAW SCHEU, being the CEO of SCHEU MANUFACTURING COMPANY, who had been designated by said corporation to execute the foregoing instrument, to me personally well known, who stated he/she was the CEO of SCHEU MANUFACTURING COMPANY and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28<sup>th</sup> day of FEBRUARY, 2002

*Ramon Bautista*  
NOTARY PUBLIC



ACKNOWLEDGMENT

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