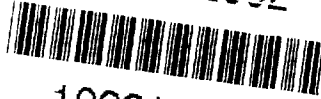


9/3102

09-05-2002

FORM PTO-1594 (Substitute)

F



HEET

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

To the Director of the U.S. Patent and Trademark Office **102211483**

of original documents or copy thereof.

1. Name of conveying party(ies):

ALL CREMATORY CORPORATION

- Individual
- General Partnership
- Corporation-Colorado
- Other: _____
- Association
- Limited Partnership

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

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

Name: MATTHEWS INTERNATIONAL CORPORATION

Address: Two Northshore Center

City: Pittsburgh State: PA Zip: 15212

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- 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:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 21, 1996

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,230,989 and 2,015,679

Additional numbers attached? Yes No

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

Name: Jody L. Burtner, Senior Paralegal

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6)): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(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 and correct copy of the original document.

Jody L. Burtner, Senior Paralegal
Name of Person Signing

Signature

August 26, 2002
Date

Total number of pages including cover sheet, attachments, and document: 29

Mail documents to be recorded with required cover sheet information to:

Director of the U.S. Patent and Trademark Office, Box Assignments

Washington, D.C. 20231

09/05/2002 LMUELLER 00000055 180582 1230989

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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FINANCE SECTION

ASSET PURCHASE AGREEMENT ("Agreement") dated this 21 day of JUNE, 1996, by and among Matthews International Corporation, a Pennsylvania corporation ("Buyer"), Superior Holding Corporation, (herein referred to as "Shareholder") and All Crematory Corporation, a Colorado corporation ("Seller");

WITNESSETH:

WHEREAS, Seller owns and operates a crematory manufacturing, repair, service and sales business which conducts such business under the name of All Crematory Corporation with its sole location at Solon, Ohio; and (hereinafter sometimes referred to as the "Business"); and

WHEREAS, the parties desire to provide for the sale and transfer of the Business and its assets including the personal property located at, used in connection with, or arising out of, such Business, in exchange for cash, upon the terms and subject to the conditions herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions to which the parties have agreed;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties herein contained, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

Purchase and Sale

Section 1.1. Transfer of Assets. Subject to the terms and conditions of this Agreement, Seller does hereby agree to sell, transfer, convey and deliver to Buyer and Buyer does hereby agree to purchase and accept from Seller the following property and rights:

(a) All furniture, fixtures, equipment, vehicles and other personal tangible property located at, used in the operation of or arising out of the Business, including, without limitation, those items listed on Exhibit C to this Agreement;

(b) All merchandise inventory, work in process, finished products and supplies, of every kind and nature, located at, used, acquired or received by Seller in the operation of the Business, including, without limitation, those items of inventory listed on Exhibit C to this Agreement, plus any positive changes in said inventories which result from the ordinary course of the operation of the Business subsequent to the date of such listing and until the Effective Time, as hereinafter defined;

(c) All cash, cash equivalents, accounts receivable, [excluding accounts receivable-affiliates], notes receivable, and other receivables of every type and nature generated in the operation of the Business, including, without limitation, those listed on Exhibit C to this Agreement, plus any positive changes in said receivables which result from the ordinary course of the operation of the Business subsequent to the date of such listing and until the Effective Time;

(d) All trademarks, tradenames, patents, inventions, licenses, know-how and trade secrets related to the Business.

(e) The goodwill of the Seller in the Business, together with all lists of present, future and former customers, all mailing lists, all business books, drawings, files and records beneficial and useful to Buyer in continuing the Business, the telephone numbers and listings for the Business, all transferable licenses and permits of the Business, if any, the right, but not the obligation, to assume the unemployment experience rating which is attributable to the Business, all customer and sales brochures, pamphlets, advertising literature, catalogs and related buying or sales material, the right (but not the obligation) to assume any other contract rights to any equipment, service or facility leased, rented or utilized in the operation of the Business, all other

contract rights useful or related to the Business, all purchasing and buying rights necessary or useful for the continued operation of the Business, and all right, title and interest in and the right to use the name "All," "All Crematory," and "All Cremation Products" and any other names so similar as to require consent of the Seller to their rightful use, as well as any other trade name(s) utilized in connection with the operation of the Business.

(f) All other assets, properties and rights reflected on Seller's Financial Statements referred to in Section 3.2 hereof and in Exhibit C to this Agreement, other than those assets, properties and rights that may have been disposed of in the ordinary course of business prior to the Effective Time, but including all similar assets, properties and rights that may have been acquired in the ordinary course of business subsequent to the date of Seller's Financial Statements but prior to the Effective Time. All property to be sold by Seller to Buyer described above shall be hereinafter collectively referred to as the "Assets"

Section 1.2. Consideration for Assets Payable at the Closing. In reliance on the representations and warranties of Seller herein contained, and on the terms and subject to the conditions of this Agreement, Buyer, in consideration for the transfer and delivery to it of the Assets as herein provided, will, in addition to the assumption of liabilities set forth in Section 1.3 below, pay to Seller at the Closing the sum of One Million Nine Hundred Ninety Thousand Two Hundred Fifty Six Dollars (\$1,990,256) in cash less \$500,000 (the "Withheld Amount") to be withheld by Buyer pending the Purchase Price Adjustment pursuant to Section 1.6 of this Agreement.

Section 1.3. Assumption of Liabilities. (a) Except as specifically set forth below in this Section, Buyer shall not assume and does not agree to pay, perform or discharge any debt, expense or liability of Seller of any nature whatsoever, whether fixed or contingent.

(b) Buyer shall assume at closing and discharge all trade accounts payable and customer deposits as shown on Seller's financial statements dated September 30, 1995,

to the extent that such amounts do not exceed in the aggregate the sum of \$359,000, as of the effective date.

Section 1.4. Allocation of Purchase Price. The parties agree that the dollar amounts for each category of Assets listed in Exhibit A attached hereto fairly reflect the fair market value of each category of assets.

Section 1.5. Effective Date. The Effective Date of the transfer of the Assets shall be 12:01 a.m. on the Closing Date.

Section 1.6. Purchase Price Adjustment. A balance sheet of the Business as of the Effective Time ("Closing Balance Sheet") shall be prepared by Buyer at Buyer's expense as soon as practicable after the Closing Date (but not more than 60 days thereafter) in conformity with generally accepted accounting principles. If requested by Seller, Certified Public Accountants acceptable to Buyer may review (at Seller's expense) such Closing Balance Sheet, in which event such firm's report thereon shall be binding upon the parties hereto. In the event that the portion of the Assets defined below as Current Assets, as reflected on the Closing Balance Sheet, is less than \$1,126,312. or in the event that Buyer assumes or pays any debts or liabilities of Seller (other than those described in Section 1.3 hereof totaling \$359,000) Buyer shall withhold and retain ("Purchase Price Adjustment") that portion of the Withheld Amount equal to the sum of (A) the shortfall in Current Assets plus (B) the amount of the debts and liabilities of Seller assumed or paid by Buyer in excess of \$359,000 as described above and the balance of the Withheld Amount, if any, shall be delivered to Seller. In the event that the purchase price adjustment exceeds the Withheld Amount, such difference shall

be paid by Seller to Buyer. For purpose of this Section 1.6, Current Assets shall mean cash, cash equivalents, accounts receivable, [excluding accounts receivable-affiliates], deposits on orders, inventories, prepaid expenses and notes receivable-officers. Any amount due to Seller by Buyer or to Buyer by Seller as a result of the provisions of this Section 1.6 shall be paid in cash within 15 days from the presentment to Seller of the Closing Balance Sheet or the receipt by Seller and Buyer of the report of the Certified Public Accountants, whichever is later.

Section 1.7 Removal of Assets. Buyer shall remove all tangible assets purchased hereunder from premises of Seller within 90 days of the Closing Date. During such period Seller grants to Buyer a license to use without cost the said premises for winding down the business, completion of work in process and storage of such assets and further grants Buyer unlimited access to such premises during normal working hours. During such period Buyer assumes complete risk of loss to the said assets.

ARTICLE II

Closing

Section 2.1. Closing. The closing of the transaction provided for in this Agreement (hereinafter referred to as the "Closing") shall take place at the offices of Matthews International Corporation, Two NorthShore Center, Pittsburgh, Pennsylvania 15212, at 9:00 a.m. on the later to occur of July 19, 1996 or ten business days after the satisfaction of the conditions set out in Articles VI and VII of this Agreement (hereinafter referred to as the "Closing Date"), or at such other time and date as the parties shall mutually agree. In the event of any postponement thereof, all references in this

Agreement to the Closing Date shall be deemed to refer to the time and to the date to which the Closing Date shall have been so postponed as herein provided.

Section 2.2. Instruments Of Conveyance and Transfer. At the Closing, Seller shall deliver to Buyer such bills of sale, endorsements, assignments and other good and sufficient instruments of transfer, conveyance and assignment, in form satisfactory to Buyer's counsel as shall be effective to vest in Buyer good and marketable title to the Assets, free and clear of all liens, claims and encumbrances except those described in Section 1.3 of this Agreement. Seller shall take all such steps as may be required to put Buyer in actual possession and control of the Assets and the Business as of the Closing.

ARTICLE III

Representations and Warranties by Seller and Shareholders

Seller and Shareholder, jointly and severally, do hereby represent and warrant to Buyer as follows:

Section 3.1. Organization; Standing; Authorization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, with full power and authority to own and to conduct the Business as it is now being conducted. The execution, delivery and performance of this Agreement by Seller has been duly and effectively authorized and consented to by the board of directors and the shareholder of Seller and no further action or other authorization or consent is required. The Closing of the transaction contemplated by this Agreement will not result in a breach, violation or default by Seller of or under any judgment, decree, mortgage, agreement, indenture or other instrument or agreement applicable to Seller

or to which Seller is a party. Upon execution and delivery, this Agreement shall constitute the valid and binding obligation of Seller enforceable in accordance with its terms.

Section 3.2. Financial Statements. The balance sheet of Seller dated September 30, 1995 and the statements of earnings, changes in shareholder's equity and cash flows for the twelve month period then ended, together with the related notes and schedules attached thereto (hereinafter referred to as "Seller Financial Statements"), reviewed by Friedman, Leavitt and Assoc., Inc., Certified Public Accountants, which are attached hereto as Exhibit B and made a part hereof: (a) are in accordance with the books of account and records of Seller; (b) fairly present and are true, correct and complete statements of Seller's financial condition and the results of its operations as of the date and for the period therein specified; (c) have been prepared in accordance with generally accepted accounting principles consistently applied; and (d) do not include or omit any fact the inclusion or omission of which renders such financial statements misleading. Except as and to the extent shown or provided for in Seller Financial Statements or as disclosed in this Agreement, Seller has no liabilities or obligations (whether accrued, absolute, contingent or otherwise) which are or may become a lien or claim against the Seller or the Assets.

Section 3.3. Absence of Certain Changes. Since the date of Seller Financial Statements except as disclosed in Exhibit C to this Agreement, there has not been:

- (a) Any damage, destruction or loss, whether or not covered by insurance, which materially and adversely affects the Assets or the Business;
- (b) Any increase in the rate of compensation payable to any officer or employee,

or any bonus, percentage compensation, service award or like benefit granted, made, committed to, implied, promised or accrued to any such officer or employee;

(c) Any pensions, retirement, employee welfare or similar benefit arrangement made or agreed to;

(d) Any significant labor trouble or any negotiations with any labor union or employee association;

(e) Any material, adverse change in the Business; or

(f) The encumbrance of any of the Assets by Seller or the assertion of any lien or claim against any of the Assets by any person or entity.

(g) Any material contract, commitment or understanding entered into by Seller, except as stated in Schedule 4 to Exhibit C.

Section 3.4. Ownership of Facilities and Equipment. Seller owns all equipment used in the day to day operations of the Business or which are necessary to conduct the Business in the manner in which the same has been conducted in the five (5) years immediately preceding the Closing Date.

Section 3.5. Tax Matters. (a) Seller has filed, in correct form, all federal income, state and local income, sales, ad valorem, and intangible tax returns which are required to be filed and has reported all taxable income and loss.

(b) Seller has properly withheld from employees compensation all taxes required to be withheld by it and has timely remitted all such withholdings to the proper taxing authority.

Section 3.6. Rights of Third Parties. Other than as disclosed in Exhibit C attached, Seller has not entered into any leases, licenses, easements or other agreements, recorded or unrecorded, granting rights to third parties in any property of Seller included in the Assets, and no person or entity has any right to possession of

any of the Assets.

Section 3.7. Inventories; Accounts Receivable; Contract Forms. The inventories of Seller as shown on Seller Financial Statements are reflected at cost. The accounts receivable of Seller are valid and legally enforceable obligations of the respective debtors. The forms of all contracts executed in consideration for services or merchandise provided or to be provided by Seller are in compliance with all applicable federal, state and local laws and regulations.

Section 3.8. Title and Condition of Assets. Seller has good and marketable title to all of the Assets subject to no mortgage, lien, security interest, or to any other encumbrances, except as disclosed in Exhibit C. Other than work in process, all personal property and equipment are in good operating condition and repair subject to ordinary wear and tear. All leases included in the Assets pursuant to which Seller, as lessee, leases personal or real property are in good standing, valid and enforceable in accordance with their respective terms, and there is not under any of such leases any existing default or any event which, with notice or lapse of time or both, would constitute a default.

Section 3.9. Description of Properties, Contracts and Personnel Data. At least 10 business days prior to the Closing, the following Schedules to Exhibit C to this Agreement shall be delivered by Seller to Buyer. Such Schedules are incorporated herein by reference. Each Schedule sets forth true and correct information as of the date of this Agreement unless otherwise indicated thereon. Items appropriately disclosed on one Schedule of Exhibit C need not also be disclosed on

another Schedule of such Exhibit.

(a) Equipment, Machinery, Furniture, Etc. - Schedule 1 to Exhibit C. A list of all major items of equipment, machinery, furniture and fixtures, whether owned or leased, included in the Assets (attach a copy of each lease agreement);

(b) Inventory - Schedule 2 to Exhibit C. A list of all items of merchandise inventory as of a specific date indicating the locations of such inventory;

(c) Automobile Equipment - Schedule 3 to Exhibit C. A list of all automobiles, trucks, and other vehicles included in the Assets indicating which are owned and which are leased (attach a copy of each lease agreement);

(d) Contracts - Schedule 4 to Exhibit C. A list and brief description of all contracts, agreements and commitments of Seller involving more than \$5,000 included in the Assets or which relate to, affect or encumber any of the Assets;

(e) Insurance - Schedule 5 to Exhibit C. A list and brief description of all policies of insurance in force; copies of all liability insurance policies, including general, professional and umbrella liability policies, for the previous ten years;

(f) Personnel - Schedule 6 to Exhibit C. A list of the names, current annual salary rate, rights to bonuses, options and other incentive compensation and all other compensation in addition to salary for each employee of Seller; copies of all Form W-2s issued for calendar year 1995; copies of all employment agreements including agreements providing for deferred compensation and retirement pensions; copies of all agreements with labor unions covering any employees; a list of all employee welfare and pension benefit plans, agreements or arrangements (including but not limited to deferred compensation plans, incentive plans, bonus plans or arrangements, stock option plans, stock purchase plans, golden parachute agreements, severance pay plans, cafeteria plans and other similar plans, agreements and arrangements) that are currently in effect or were maintained within three years of the Closing Date or have been approved before this date but are not yet effective for the benefit of directors, officers, employees or former employees or their beneficiaries) of Seller; copies of each plan, agreement or arrangement, the trust, group annuity contract or other documents that provides the funding, the three most recent annual Form 5500, 990 and/or 1041 reports, the most recent actuarial report, summary plan description, summary of material modification, IRS determination letter and all rulings requested subsequent to the date of that determination letter, and all correspondence with the IRS or the Department of Labor which relates to any one or more of the plans, agreements or arrangements on matters still pending before it;

(g) Litigation - Schedule 7 to Exhibit C. A description of all pending or threatened litigation, administrative, arbitration or other proceedings in which Seller is involved or may become involved arising from or which may or could involve the Assets or the Business.

(h) Indebtedness - Schedule 8 to Exhibit C. A list of all indebtedness of Seller assumed hereunder or to which any of the Assets or the Business are subject, including a description of all terms thereof and all assets pledged or otherwise subject thereto (attach a copy of each debt and security instrument);

(i) Permits - Schedule 9 to Exhibit C. A list of each permit, license or similar authorization from any governmental authority issued with respect to the Business or the Assets, together with the designation of the respective expiration date of each.

(j) Income Tax Returns - Schedule 11 to Exhibit C. Copies of the three (3) most recent years of federal, state and local income tax returns, and employee benefit plan returns including all schedules and amendments, if any, thereto; and all correspondence, notices, audit examination reports, and other documents relating to the income tax returns for the past three (3) tax years; and

(k) Changes and Other Disclosures-Schedule 12 to Exhibit C. A description of all material changes in or additions to the information furnished as a part of the foregoing schedules occurring between the date of such information and the Closing Date.

Section 3.10. Certain Financial Information. Except as provided to Buyer, no further financial information is required for a full and complete disclosure of the financial condition of the Business.

Section 3.11. Default. Seller is not in default under, nor has any event occurred which, with notice or the lapse of time or both, could result in a default under any outstanding note, indenture, mortgage, contract or agreement to which Seller is a party or by which it is bound. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not violate any provision of, or result in the breach of, modification of, acceleration of, or constitute a default under, any law, order,

injunction or decree of any court, governmental agency or arbitration tribunal or any contract, note, mortgage, security agreement, other agreement or instrument to which Seller is a party or by which Seller is bound.

Section 3.12. Litigation. No action or proceeding before any court or governmental body is pending or to the best knowledge of Shareholder or Seller, threatened involving Seller wherein a judgment, decree or order would have an adverse effect on the Assets or the Business or this transaction or would prevent the carrying out of this Agreement, declare unlawful the transactions contemplated by this Agreement, cause such transactions to be rescinded, or require Buyer to divest itself of the Assets or Business.

Section 3.13. Court Orders and Decrees. There is not outstanding or, to the best knowledge of Shareholder or Seller, threatened any order, writ, injunction or decree of any court, governmental agency or arbitration tribunal against or affecting Seller, the Assets or the Business.

Section 3.14. Trade Names. Seller has the exclusive legal right to use the trade name(s) and related mark(s) "All," "All Crematory," and "All Crematory Products" in the trade area in which such names and marks are utilized in the Business.

Section 3.15. Employee Benefit Plans. Except as disclosed in Exhibit C of this Agreement, Seller has no employee pension or welfare plan established for employees of Seller. Each employee benefit plan (a) is in substantial compliance with all reporting and disclosure requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) has had the appropriate Form 5500, 990 and/or 1041

filed, timely, for each year of its existence; (c) has not engaged in any "Prohibited transaction" as described in ERISA or the Internal Revenue Code ("Code"); (d) has complied with the bonding requirements of ERISA; (e) has no issue pending nor any issue resolved adversely to Seller which may subject Seller to a payment of a penalty, interest, tax or other amount; and (f) can be unilaterally terminated or amended on no more than 90 days notice. No arrangement or agreement will cause the Seller to have liability for severance pay as a result of the Buyer acquiring the Assets and the Business. Seller does not provide employee post-retirement medical or health coverage or contribute to any plan that does. All group health plans maintained by Seller have been operated in compliance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). All employee pension benefit plans have been submitted to the Internal Revenue Service ("IRS") and are approved as qualifying under the Code. No facts have occurred which if known by the IRS would cause disqualification of any of those plans. All plans that are required to be funded in accordance with the Code have been so funded. Seller has paid all premiums due the Pension Benefit Guaranty Corporation ("PBGC"). No employee pension benefit plan has been terminated which would cause Seller to have liability to the PBGC. Seller is not and has not been a member of a multi-employer benefit plan as that term is defined in ERISA.

Section 3.16. Warranties. Except as set forth in Exhibit C, Seller has not given or made any express warranties to third parties with respect to any merchandise sold or services performed by Seller. Seller has no knowledge of any state of facts or

the occurrence of any event which could form the basis of a claim against Seller, not fully covered by insurance, for liability on account of any express or implied warranty.

Section 3.17. Labor Matters. Seller is not a party to a collective bargaining agreement with a labor union covering its employees. There are no pending or to Seller's knowledge, threatened labor disputes, strikes or work stoppages. Seller is in compliance with all federal and state laws respecting employment and employment practices, including, without limitation, wage and hour laws, and OSHA regulations. Seller is not engaged in any unfair labor practices.

Section 3.18. Environmental Matters. Seller has operated, and is presently operating, in compliance with all applicable federal, state, and local environmental statutes and regulations and to Seller's knowledge, there is no existing regulatory requirement with a future compliance date that will require operational changes capital expenditure at the Business or the Real Property. No "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act, no petroleum or petroleum products and no "solid waste" as that term is defined in the Federal Resource Conservation and Recovery Act, is present, has been leaked, spilled, deposited or otherwise released on the Real Property.

Section 3.19. Legal and Regulatory Compliance. Seller operates the Business in compliance with all applicable federal and state statutes and all governmental regulations.

Section 3.20. Licenses and Continuation of Business. Seller is in possession of all licenses, permits, certificates of occupancy and authorizations under all applicable laws, regulations, rules and ordinances as are necessary, to enable Seller to own and operate the Business as the same has been and is now being conducted.

Section 3.21. Contracts. None of the parties to the contracts listed in Schedule 5 to Exhibit C to this Agreement is in breach or default. All such contracts listed in Schedule 4 to Exhibit C are valid, legally binding and enforceable in accordance with their terms.

Section 3.24. Representations Accuracy. No representation or warranty by Seller made in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to be stated therein or necessary to make the statements contained therein not misleading.

ARTICLE IV

Representations and Warranties of Buyer

Buyer hereby represents and warrants to Seller as follows:

Section 4.1. Authority. (a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania. The execution, delivery and performance of this Agreement by Buyer has been duly authorized, and no other or additional consent or authorization is required by law. The Closing of the transactions contemplated by this Agreement will not result in a breach, violation or default by Buyer of or under any judgment, decree, mortgage, agreement, indenture

or other instrument applicable to Buyer.

(b) Upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligation of Buyer enforceable in accordance with its terms.

Section 4.2. Representation Accuracy. No representation or warranty by Buyer made in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to be stated therein or necessary to make the statements contained therein not misleading.

ARTICLE V

Covenants

Section 5.1. Access to Seller. Seller and Shareholders covenant that from and after the date of this Agreement, Seller will give Buyer and its representatives, full and free access to all properties, books and records of Seller so that Buyer may have full opportunity to make such investigation as it shall desire to make of the affairs of Seller, provided that such investigation shall not unreasonably interfere with the operations of Seller. No information or knowledge obtained either independently or as a result of Buyer's investigation of Seller shall diminish or otherwise affect the representations and warranties of Seller.

Section 5.2. Conduct of Business Pending Closing. Pending the Closing and except as otherwise permitted by this Agreement or as consented to by Buyer in writing, Seller covenants that:

(a) Ordinary Course. Seller will conduct the Business only in the ordinary course which, without limitation, shall include compliance with all applicable laws and regulations, and the maintenance in force of all insurance policies referred to in Schedule 5 to Exhibit C to this Agreement;

(b) Further Limitations. Seller will not take or allow to be taken any action described in Section 3.3 of this Agreement; and

(c) Preservation of Goodwill. Seller shall preserve its business organization intact and use its best efforts to maintain for Seller the goodwill of suppliers, customers and others having business relations with Seller.

Section 5.3. Additional Agreements; Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use all reasonable efforts, to take or cause to be taken all action, and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement including cooperating with the other parties to this Agreement.

Section 5.4. Further Assurances. From time to time after the Closing, at the request of Buyer, and without further consideration, Seller and Shareholders will execute and deliver such additional instruments and will take such other action as Buyer reasonably may require to convey, assign, transfer and deliver the Assets and the Business and otherwise carry out the terms of this Agreement.

Section 5.5. Covenant Not To Compete. Seller and Shareholders agree that for a period of ten (10) years from the Closing Date neither Seller nor Shareholder will:

(a) directly or indirectly, or as a partner, member, employee, advisor, or agent of any partnership or joint venture, or as a trustee, officer, director, shareholder, employee, advisor, consultant or agent of any corporation, trust, or other business organization or entity, own, manage, advise, encourage, support, finance, operate, join, control, or participate in the ownership, management, operation, or control of or be connected in any manner with any business which is or may be in the business of manufacture, sale, importing, marketing or distribution of cremator devices or related equipment.

(b) induce or assist anyone in inducing in any way any employee of Seller or Shareholder to resign or sever his employment or to breach an employment

agreement with Seller or Shareholder.

Section 5.6. Name Change. Seller agrees that from and after the Effective Date, the name "All Crematory Corporation" will no longer be used and on the Closing Date the corporate name of Seller will be changed to a name dissimilar to its existing corporate name immediately following the Closing.

ARTICLE VI

Conditions to Respective Obligations of Buyer and Seller

The respective obligations of Buyer and Seller under this Agreement are subject to the condition that:

Section 6.1. Representations and Warranties True When Made and At Closing.

All of the representations and warranties of the parties to this Agreement shall be true as of the date of this Agreement and on the Closing Date.

ARTICLE VII

Conditions Precedent to Obligations of Buyer

All obligations of Buyer which are to be discharged under this Agreement at the Closing are subject to the performance at or prior to the Closing of all agreements contained herein which are to be performed by Seller at or prior to the Closing and to the following conditions:

Section 7.1. Opinion of Counsel. Buyer shall have been furnished with an opinion of counsel for Seller dated as of the Closing Date, in form and substance satisfactory to Buyer to the effect that:

(a) Seller is a business corporation duly organized, validly existing and in good standing under the laws of the State of Colorado. Seller is duly qualified as a foreign corporation under the laws of Ohio, with full corporate power and authority to operate the Business as the same is now being conducted and such power and authority will not be adversely affected by the transactions contemplated herein;

(b) This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller enforceable in accordance with its terms;

(c) Such counsel does not know of any litigation, proceeding or governmental investigation pending or threatened against or relating to Seller or to the Assets, Business or Real Property, or relating to the transactions contemplated by the Agreement which would materially and adversely affect the Assets, Business or Real Property or the transaction provided for in the Agreement;

(d) Except as disclosed in this Agreement or as stated in such opinion, such counsel does not know of any mortgages, pledges, liens, charges or other encumbrances in any material aggregate amount upon the Assets, Business or Real Property; and

(e) Such counsel does not know of any inaccuracy in the representations and warranties of Seller contained in this Agreement.

Section 7.2 Due Diligence. Buyer shall have concluded a due diligence review of Seller, and the results of such due diligence review shall have been found to be satisfactory to Buyer in all respects, provided, however, that this condition shall be deemed to have been satisfied unless Buyer provides notice to Seller within fourteen (14) days after the date that Seller delivers the last of the Schedules to Buyer that such due diligence review was found to be unsatisfactory to Buyer in any respect in which event this Agreement shall terminate without liability to any party.

ARTICLE VIII

TERMINATION AND AMENDMENT

Section 8.1. Termination. This Agreement may be terminated at any time prior to the Effective Date:

(a) by mutual consent of Buyer and Seller;

(b) by either Buyer or Seller if this Agreement is not closed on or before September 1, 1996;

(c) by either Buyer or Seller if the conditions provided for in Article VI are not satisfied; or

(d) by Buyer if the conditions provided for in Article VII hereof are not satisfied.

Section 8.2. Effect of Termination. In the event of termination of this Agreement as provided for in Section 8.1 hereof, this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of any party hereto, or their respective officers or directors except to the extent that such termination results from the willful breach by a party hereto of any of its representations, warranties, covenants or agreements set out in this Agreement.

Section 8.3. Amendment. This Agreement may be amended or modified only by written instrument executed by the parties hereto.

Section 8.4. Specific Performance. Buyer and Seller agree that damages for breach of the agreements and covenants contained herein will be inadequate and that each of the parties shall be entitled to specific performance or injunctive relief, or both.

ARTICLE IX

Survival Of Representations, Warranties

and Covenants; Indemnification

Section 9.1. Nature of Representations. For purposes of this Agreement, the contents of all exhibits, certificates, schedules, and other items incorporated herein by reference, in addition to the representations and warranties made in this Agreement, shall constitute representations and warranties made in this Agreement by Seller or Buyer, as the case may be.

Section 9.2. Survival of Representations, Warranties and Covenants. The

representations, warranties and covenants of the parties made in this Agreement shall survive the Closing and any investigation by the parties with respect thereto, as follows:

(a) the representations and warranties set out in Sections 3.1 and 4.1 for a period equal to the statute of limitations pertaining to written agreements in the State of Ohio;

(b) the representations and warranties set out in Section 3.5 for a period of time equal to the statute of limitations applicable to each tax return plus any period of time included in any extension or waiver of any such statute;

(c) the representations and warranties set out in Section 3.15 applicable to forms or returns required to be filed with the IRS, Department of Labor and/or the PBGC for a period of time equal to the statute of limitations applicable to each return or form plus any period of time included in any extension or waiver of any statute; and

(d) all other representations, warranties and covenants made in this Agreement for a period of three years.

Section 9.3. Indemnification. (a) Seller and Shareholders, jointly and severally, agree to indemnify and hold Buyer, its affiliates, officers, directors and employees, harmless from all damages, losses or expenses (including, without limitation, interest and penalties, reasonable attorneys fees and expenses) suffered or paid, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by Seller or Shareholder in this Agreement to be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, (ii) any liability or obligation of or claim against Seller or Shareholders not expressly assumed by Buyer, or (iii) any breach or nonfulfillment of any agreement made by Seller in connection with or as a part of this transaction. In no event shall Seller and Shareholder be obligated hereunder in an amount which exceeds the full purchase price set forth in Section 1.2 hereof.

(b) Buyer agrees to indemnify and hold Seller, its successors and assigns, harmless from all damages, losses or expenses (including without limitation, interest and penalties, reasonable attorney's fees and expenses) suffered or paid, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by Buyer in this Agreement to be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, or (ii) any breach or nonfulfillment of any agreement made by Buyer in connection with or as a part of the transactions provided for in this Agreement.

Section 9.4. Assertion of Claims. No claim shall be brought by any Indemnitee (as defined below) against any Indemnitor (as defined below) under this Article IX, and no Indemnitee shall be entitled to receive any payment with respect thereto, unless the Indemnitee gives the Indemnitor written notice of the existence of any such claim, specifying in reasonable detail the basis therefor, prior to the expiration of the applicable time period set forth in Section 9.2 above. Except as set forth in Sections 9.5 and 9.6, if the Indemnitees and Indemnitors fail to reach a mutually acceptable resolution of such claim within thirty (30) days after the giving of such notice, the Indemnitees shall have the right to commence legal proceedings for the enforcement of their rights pursuant to Section 9.5 hereof.

Section 9.5. Dispute Resolution. (a) Any and all disputes among the parties to this Agreement arising out of or in connection with the negotiation, execution, interpretation, performance or nonperformance of this Agreement and the transactions contemplated herein shall be solely and finally settled by arbitration, which shall be

conducted in Pittsburgh, Pennsylvania , by a single arbitrator selected by the parties. The arbitrator shall be familiar with business transactions of the type contemplated in this Agreement and shall not have been employed or affiliated with any of the parties hereto. The parties hereby renounce all recourse to litigation and agree that the award of the arbitrator shall be final and subject to no judicial review. The arbitrator shall conduct the proceedings pursuant to the Rules of the American Arbitration Association, as now or hereafter amended (the "Rules"). If the parties fail to agree on the arbitrator within thirty (30) days of the date one of them invokes this arbitration provision, either party may apply to the American Arbitration Association to make the appointment. The arbitrator shall decide the issues submitted to him in accordance with (i) the provisions and commercial purposes of this Agreement, and (ii) what is just and equitable under the circumstances, provided that all substantive questions of law shall be determined under the laws of the State of Ohio (without regard to its principles of conflicts of laws). (b) The parties agree to facilitate the arbitration by (i) making available to one another and to the arbitrator for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the arbitrator to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the Rules or by the arbitrator for submission of evidence or briefs.

(c) Judgment on the award of the arbitrator may be entered in any court having jurisdiction over the party against which enforcement of the award is being sought

and the parties hereby irrevocably consent to the jurisdiction of any such court for the purpose of enforcing any such award. The arbitrator shall divide all costs (other than fees of counsel) incurred in conducting the arbitration in his final award in accordance with what he deems just and equitable under the circumstances.

Section 9.6. Defense of Claims. (a) If any claim or action by a third party arises after the Closing Date for which an Indemnitor is liable under the terms of this Agreement, then the Indemnitee shall notify the Indemnitor within thirty days after such claim or action arises and is known to the Indemnitee and shall give the Indemnitor a reasonable opportunity: (i) to take part in any examination of any books and records; to conduct any proceedings or negotiations in connection therewith and necessary or appropriate to defend the Indemnitee, (ii) to take all other required steps or proceedings to settle or defend any such claim or action; and (iii) to employ counsel to contest any such claim or action in the name of the Indemnitee or otherwise. If the Indemnitor wishes to assume the defense of such claim or action, it shall give written notice to the Indemnitee and within 10 days thereafter, Indemnitee shall permit, and Indemnitor shall thereafter assume, the defense of any such claim or liability, through counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee may participate in such defense at its own expense.

(b) If the Indemnitor shall not assume the defense of any such claim or action, the Indemnitee may defend against any such claim or action in such manner as it may deem appropriate (provided that the Indemnitor may participate in such defense at its own expense); provided, however, that the Indemnitee may not settle such claim or

action, without the prior written consent of the Indemnitor. If no settlement of such claim or action is made, the Indemnitor, jointly and severally (but subject to the limitations contained in Section 9.3(a)), shall satisfy any judgment rendered with respect to such claim or in such action, before the Indemnitee is required to do so, and pay all expenses, legal or otherwise, including attorneys fees and costs incurred by the attorneys reasonably and necessarily incurred by the Indemnitee in the defense of such claim or action.

Section 9.7. Computation of Indemnified Losses. The amount of any indemnified loss otherwise payable pursuant to a claim brought pursuant to Section 9.3(a) hereunder shall be reduced (a) by the amount of any insurance proceeds from insurance policies owned by Seller on the Closing Date received by Buyer, or its affiliates, officers, directors, and employees as compensation for the damage or loss caused by the act, omission, fact or circumstances giving rise to the indemnified loss; and (b) by the amount, if any, of the net tax benefits actually received by the Indemnitee as a result of the indemnified losses, incurred thereby.

Section 9.8. Definitions. (a) In the case of a claim of indemnification brought pursuant to Section 9.3(a), "Indemnitee" shall mean Buyer and its affiliates, officers, directors and employees, and in the case of a claim of indemnification brought pursuant to 9.3(b), it shall mean Seller and its successors and assigns.

(b) In the case of a claim of indemnification brought pursuant to Section 9.3(a), "Indemnitor" shall mean Seller, and in the case of a claim of indemnification brought pursuant to Section 9.3(b), it shall mean Buyer.

ARTICLE X

Miscellaneous

Section 10.1. Notices. All notices provided for hereunder shall be in writing and directed as follows:

(1) if to Buyer, to:

James L. Parker, General Counsel
Matthews International Corporation
Two NorthShore Center
Pittsburgh, PA 15212

(2) if to Seller, to:

or at such other place or places as shall be designated by notice by any party hereto.

Section 10.2. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by any party hereto without the prior written consent of the other parties.

Section 10.3. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

This contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

Section 10.4. Captions; Counterparts. The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in

any way the meaning or interpretation of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

BUYER:
MATTHEWS INTERNATIONAL CORPORATION

SELLER:
ALL CREMATORY CORPORATION

By: J. L. Lam
VICE-President

By: Superior Holding Corp, its
sole shareholder

SHAREHOLDER:
SUPERIOR HOLDING
CORPORATION

By: Superior Holding Corp, its
sole shareholder
Asterio H. Sousa

Witnessed this 21st day of June, 1956
by Ronald B. Greenman

Ronald B. Greenman

Asterio H. Sousa

MODIFICATION AGREEMENT

This Agreement ("Agreement") dated this 1st day of August 1996, by and among Matthews International Corporation, a Pennsylvania corporation ("Buyer"), Superior Holding Corporation, (herein referred to as "Shareholder") and All Crematory Corporation, a Colorado corporation ("seller");

WITNESSETH:

Whereas the parties executed an Asset Purchase Agreement as of June 21, 1996, and

Whereas the parties wish to modify the terms of such asset purchase agreement

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties herein contained, the parties, intending to be legally bound, hereby agree as follows:

1. The amount of one million nine hundred ninety thousand two hundred fifty six dollars (\$1,990,256) set forth in Section 1.2 of the Asset Purchase Agreement is hereby deleted and in lieu thereof the amount of one million eight hundred thirty thousand two hundred fifty six dollars (\$1,830,256) is substituted.
2. In all other respects, the Asset Purchase Agreement is ratified, approved, and confirmed.
3. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

BUYER:

MATTHEWS INTERNATIONAL CORPORATION

By: _____


Vice President

SELLER:

ALL CREMATORY CORPORATION

By: _____



SHAREHOLDER:

SUPERIOR HOLDING CORPORATION

By: _____

