



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

original documents or copy thereof.

102288854

1. Name of conveying party(ies):

SLN GROUP

11-14-02

- Individual
- General Partnership
- Corporation
- 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: September 27, 2000

4. Application number(s) or patent number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

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:

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
NOV 14 2002  
FBI - PITTSBURGH

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account 18-0582
- 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 copy of the original document.

Frederick H. Colen  
Name of Person Signing

Signature

November 8, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT ("Agreement") dated this 27<sup>TH</sup> day of SEPTEMBER 2000, by and among Matthews International Corporation, a Pennsylvania corporation ("Buyer"), (herein referred to as Matthews) and SLN Group, a New York corporation ("Seller") which consists of five separate entities - The SLN Group, Inc., Signs, Letters, and Nameplates, Inc. (NY), Signs, Letters, and Nameplates, Inc. (NJ), Photo-Cut Graphics, Inc., and Water Jet Services, Inc.

WITNESSETH:

WHEREAS, Seller owns and operates an etching an water jet manufacturing business which it conducts under the name of The SLN Group, Inc., Signs, Letters, and Nameplates, Inc. (NY), Signs, Letters, and Nameplates, Inc. (NJ), Photo-Cut Graphics, Inc., and Water Jet Services, Inc. with its sole location at 8 Orchard St., Nanuet, New York (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 and the assumption of specified debt, 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:

WHEREAS, the shareholders are as follows: James L. Wyckoff ~~Matthews International Corporation~~.  
*(Handwritten initials: JW, MB)*

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 free and clear of all liens and encumbrances:

(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) Cash of \$73,800, accounts receivable, 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; excluded would be the Shareholders' Loans Receivable which was as of June 30, 2000.

(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 The SLN Group, Inc., Signs, Letters, and Nameplates, Inc. (NY), Signs, Letters, and Nameplates, Inc. (NJ), Photo-Cut Graphics, Inc., and Water Jet Services, Inc. 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. Purchase Price. The purchase price for the business will be up to [redacted] with the payout being based as follows:

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 certain liabilities as set forth in Section 1.3 below, pay to Seller at the Closing the sum of

[redacted] (the "Withheld Amount") to be withheld by Buyer pending the Purchase Price Adjustment pursuant to Section 1.6 of this Agreement.

In addition, a payment of [redacted] can be achieved by attaining a minimum operating profit in the core business (non-Ceramiccoat) and operating profit related to Ceramiccoat business, over the next three years. These operating profits are separate and do not offset each other. Payment would be made equally over the next three years. Any shortfall in the operating profit in any year would be offset dollar per dollar from the [redacted]. For purposes of this agreement, operating profit will be calculated pursuant to generally accepted accounting principles, without corporate overhead (from Matthews International), management fees, and the like incurred outside the SLN business. Any shortfall in a year can be recouped in the future year of the

James L. Wyckoff  
The SLN Group, Inc.  
8 Orchard St  
Nanuet, NY 10954

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 Commonwealth of Pennsylvania.

Section 10.6 Bulk Sales. Seller will comply with all applicable bulk sales laws and will hold Buyer harmless from any debt, liability or obligation, which may arise for failure to comply.

Section 10.7 Covenant Not to Compete. Seller agrees that it will not at any time within the five (5) year period immediately following the Effective Date, directly or indirectly engage in, or have any interest in any entity that may own, purchase or operate in the United States of America, a Competing Business, without Buyer's advance written approval. For purposes of this Agreement the term "Competing Business" shall mean any person, corporation or other entity which sells or attempts to sell any products or services which are the same or similar to the products and services made or sold by Seller or Buyer at any time within the past five (5) years. Seller agrees with Buyer that the geographic scope of this covenant not to compete (the United States of America) is fair and reasonable in light of the fact that some or all of the facets of Seller's Business operate and/or compete with competitors in this geographical area. The parties intend that the covenant contained in this Section 10.07 shall be construed as covenant not to compete that is enforceable under applicable law. It being the intent of this provision that Buyer shall have the benefit of the foregoing covenant not to compete, except as may be required to be limited or modified by applicable law.

BUYER:  
MATTHEWS INTERNATIONAL CORPORATION

By: *William L. Bennett*

Date: *9-28-00*

SELLER:

09/26/00 4:24 PM

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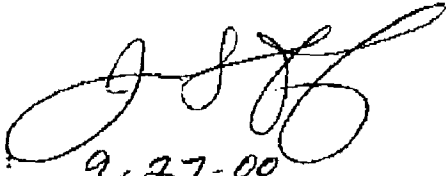
The SLN Group, Inc.  
Signs, Letters, and Nameplates, Inc. (NY)  
Signs, Letters, and Nameplates, Inc. (NJ)  
Photo-Cut Graphics., Inc.  
Water Jet Services, Inc.

By:



SHAREHOLDER:

By:



Date: 9.27-00

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TOTAL P.17

RECORDED: 11/14/2002

TRADEMARK  
REEL: 002620 FRAME: 0271