

12-19-2002



To The Honorable Commissioner of Pa

102316368

... the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): B&F Plastics, Inc. <u>12-16-02</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Indiana) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Specialty Adhesive Film Co. d/b/a USA FLAP</u></p> <p>Internal Address: _____ Street Address: <u>5838 State Route 28</u> City: <u>Cleves</u> State: <u>Ohio</u> Zip: <u>45002</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Ohio</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 27, 2001</u></p>			
<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td data-bbox="87 1018 803 1186"> <p>A. Trademark Application No.(s)</p> <p>Additional number(s) attached _____</p> </td> <td data-bbox="803 1018 1567 1186"> <p>B. Trademark Registration No.(s)</p> <p><u>POLYFLEX - Registration No. 1,651,433</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> </td> </tr> </table>		<p>A. Trademark Application No.(s)</p> <p>Additional number(s) attached _____</p>	<p>B. Trademark Registration No.(s)</p> <p><u>POLYFLEX - Registration No. 1,651,433</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>A. Trademark Application No.(s)</p> <p>Additional number(s) attached _____</p>	<p>B. Trademark Registration No.(s)</p> <p><u>POLYFLEX - Registration No. 1,651,433</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kathryn E. Smith, Esq.</u> Internal Address: <u>Wood, Herron & Evans, L.L.P.</u> <u>2700 Carew Tower</u> Street Address: <u>441 Vine Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page if paying by deposit account)</p>		

12/18/2002 DBYRNE 00000244 1651433
01 FC:4521 40.00 DP

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.

Kathryn E. Smith, Esq.

Name of Person Signing

Kathryn E. Smith
Signature

December 9, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

"EXHIBIT A"

Bill of Sale and General Assignment

WHEREAS, Poly Guard., Inc. B&F Plastics and Specialty Adhesive Film, Co./USA FLAP entered into an Asset Purchase Agreement dated the 27th day of July, 2001, (hereinafter referred to as the "Asset Purchase Agreement") whereby **Specialty Adhesive Film, Co./USA FLAP** purchased certain assets of B & F Plastics and substantially all of the assets and properties of Poly Guard Inc.;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Poly Guard Inc. and B & F Plastics (Grantors) in consideration of and other good and valuable considerations, to it paid by **Specialty Adhesive Film Co./USA FLAP**, (Grantee), the receipt of whereof is hereby acknowledged, has bargained, sold, granted, assigned and conveyed and by these presents does bargain, sell, grant, assign and convey unto the said Grantee, its successors and assigns forever, the following described assets, goods and chattels, of Grantor:

All of the assets owned or operated by the Grantor and used or intended for use in the operation of Grantor's business known as "Poly Guard" Inc. as of the "Effective Time", as defined in the Asset Purchase Agreement which is incorporated herein by reference, including, without limitation, the following:

- (A) All tangible and intangible assets as appearing in Schedule 1, Fixed Asset Listing, including existing fixed assets, foil inventory and standard Poly Flex imprinted inventory for flaps and quarter fenders and other mudflap inventory available on purchase date, mudflap dies for all current and prior locations, any tax carry forwards available, excluding receivables, payables, notes payable, cash and other mudflap inventory. No payables will be purchased as part of the acquisition or assumed. Payroll taxes and other taxes and other taxes will be the responsibility of Poly Guard Inc. and B&F Plastics up to the agreed upon purchase date, as well as any prior taxes or taxes due as a foreign corporation in other states. Any prior tax or legal liability issues will be the sole responsibility of Poly Guard and B & F Plastics prior to the agreed upon purchase date, as well as any prior taxes or taxes due as a foreign corporation in other states.
- (B) all business books and records, (whether in written form or stored electronically or electromagnetically or in any other form), orders, contracts, customer lists, all B&F and Polyguard Imprinting and graphic decorating accounts and blanks for non-imprinting companies as represented by (Richmond, Indiana and Gastonia, North Carolina), promotional materials, prepaid advertising and any other prepaid items and deferred charges; all stationary and other imprinted materials, office supplies and other personal property;
- (C) all interest of Grantor under the leases, contracts of insurance, insurance proceeds, and all contracts entered into by Grantor in the ordinary course of business;
- (D) all inventions, patents, patent rights, applications of patent, production rights, manufacturing rights, reproduction rights, trade secrets, know-how, processes, formulas, licenses and designs; the trade name "Poly Guard" Inc., and all derivations thereof, and all other trade names, trademarks, service marks, copyrights and duplications for any thereof owned by Grantor
- (E) the assets transferred, conveyed and assigned hereby are more particularly described, without limitation, in the attached "**Schedule 1**" which is incorporated herein by reference.

And the said Grantor, for itself and for its successors and assigns does hereby covenant with the said Grantee, its successors and assigns, that it is the true and lawful owner of the said described goods hereby sold, and has full power to sell and convey the same; that the title, so conveyed, is clear, free and unencumbered; and further, that it does warrant and will defend the same against all claim or claims of all persons whomsoever.

Nothing herein contained shall be deemed to release Grantor in any way from any of its obligations under or pursuant to the representations, warranties, covenants and agreements of Grantor set forth in the Asset Purchase Agreement.

Grantor agrees that, at any time, and from time to time after the date hereof, it will, upon request of Grantee duly execute, acknowledge and deliver, or will cause to be done, executed acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, conveying and confirming to Grantee any of the property and assets acquired hereunder.

This instrument shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its duly authorized officer on this 27th day of July, 2001.

signed and delivered
in the presence of:

Paul Bertsch IV
Robert Engels

Poly Guard, Inc.

Paul Bertsch IV

Paul Bertsch IV
Robert Engels

Specialty Adhesive Film Company

John Mahn Jr.

President

State of Ohio)

) ss:

County of Hamilton)

On this 27th day of July, 2001, before me, a notary Public of this State, duly commissioned and sworn, personally appeared Paul Bertsch IV, who acknowledged being Vice President and Owner of Poly Guard, Inc., also, John Mahn Jr., who acknowledged being President of Specialty Adhesive Film Co. and who executed the within instrument in my presence and acknowledged the same and in witness whereof, I have hereunto set my hand and affixed my official seal this 27th day of July, 2001.

Brian Smith
Notary Public



BRIAN SMITH
Notary Public, State of Ohio
My Commission Expires 02-10-05