

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pitt Penn Oil Co.		03/11/2003	CORPORATION: PENNSYLVANIA
Pitt Penn Distribution Co.		03/11/2003	CORPORATION: PENNSYLVANIA
Springdale Specialty Plastics, Inc.		03/11/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Spinwell, Ltd.
Street Address:	7461 Dillman Drive
City:	Hudson
State/Country:	OHIO
Postal Code:	44236
Entity Type:	limited liability company:

PROPERTY NUMBERS Total: 14

Property Type	Number
Registration Number:	2077699
Registration Number:	2079414
Registration Number:	2079427
Registration Number:	2099965
Registration Number:	2377840
Registration Number:	2074531
Registration Number:	2345534
Registration Number:	2078137
Registration Number:	2078139

CH \$365.00 2077699

Registration Number:	2175648
Registration Number:	2249395
Registration Number:	2173866
Registration Number:	1980258
Registration Number:	2079425

CORRESPONDENCE DATA

Fax Number: (330)376-4577

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 330-849-6755

Email: tlink@ralaw.com

Correspondent Name: Terrence H. Link II

Address Line 1: 222 South Main Street

Address Line 4: Akron, OHIO 44308

NAME OF SUBMITTER:

Terrence H. Link II

Total Attachments: 8

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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Agreement") is made and entered into as of this 11th day of March, 2003 ("Agreement Date"), by and among SPINWELL, LTD., an Ohio limited liability company ("Buyer"), PITT PENN OIL CO., Pennsylvania corporation, PITT PENN DISTRIBUTION CO., a Pennsylvania corporation, and SPRINGDALE SPECIALTY PLASTICS, INC., a Pennsylvania corporation, debtors (collectively, the "Sellers").

RECITALS

A. Sellers are debtors in proceedings for reorganization under chapter 11 of Title 11 of the Bankruptcy Code currently pending in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"), in jointly administered cases designated on the docket of the Bankruptcy Court as Case No. 01-25864-MBM ("Bankruptcy Case").

B. Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of March 11, 2003 (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed such terms in the Purchase Agreement.

C. Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Sections 3.3.3 and 3.4.5 of the Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of their right, title and interest therein, Assignor hereby assigns, conveys, transfers and sets over unto Assignee in and to all Intangible Property, including, without limitation, the following:

All (i) patents, patent applications, provisional patent applications, patent disclosures, and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility model, certificate of invention and design patents, patent application, registrations and applications for registrations ("Patents"), (ii) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names and registrations and applications for registration thereof ("Trademarks"), (iii) copyrights, copyright applications and registrations ("Copyrights"), (iv) commercial and technical trade secrets, know-how, confidential information, other proprietary property rights and interests, and (v) licenses, engineering, production and other designs, drawings, specifications, formulae, technology, computer and electronic data processing programs and software, software licenses, and proprietary property rights and interests and any licenses in respect thereof which are used in connection with the operation of the Business, including those set forth on the attached Schedule 1.1.5 (the property described in (b)(i) through (v) is collectively referenced to as "Intellectual Property Rights");

In addition to the foregoing, Assignor hereby assigns to Assignee all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have in profits and damages for past and future infringements of the Marks and the Patents, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Assignment and sale not been made.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement and the acknowledgement, indemnity and release set forth in Section 7 thereof).

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision which would violate the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

(Signatures on the following page)

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intangible Property as of the 11th of March, 2003.

ASSIGNOR:

SPINWELL, LTD.

By: Spinwell Holdings Co, LLC

By: [Signature]

Name: Francis J Demista

Its: Maryland Member

PITT PENN OIL, CO.

By: [Signature]

Name: ROBERT L. ROSS

Its: _____

PITT PENN DISTRIBUTION CO.

By: [Signature]

Name: ROBERT L. ROSS

Its: _____

SPRINGDALE SPECIALTY PLASTICS
INC.

By: [Signature]

Name: ROBERT L. ROSS

Its: _____

SCHEDULE 1.1.5

INTELLECTUAL PROPERTY RIGHTS

Pitt Penn Oil Co.

Trademark Report by Country

Printed 3/5/2003

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REFERENCES	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DOMINICAN REPUBLIC							
991284	PITT PENN LOGO					PROPOSED	3
991285	PITT PENN LOGO			1/15/2000	0109652	REGISTERED	11
991286	PITT PENN LOGO			1/30/2000	0110454	REGISTERED	70
EGYPT							
991280	PITT PENN & DESIGN	7/13/1999	125,301			PENDING	04
991287	PITT PENN & DESIGN	7/13/1999	125,300	2/5/2003	125300	REGISTERED	01,00
INDONESIA							
001459	PITT PENN LOGO	12/13/2000	D00-30193			PENDING	04
ISRAEL							
991288	PITT PENN LOGO	7/23/1999	129,381	5/4/2001	129,381	REGISTERED	01
991290	PITT PENN LOGO	7/23/1999	129,382	5/4/2001	129,382	REGISTERED	03
991291	PITT PENN LOGO	7/23/1999	129,383	5/4/2001	129,383	REGISTERED	04
JAPAN							
990986	PITT PENN LOGO	7/21/1999	65448/1999	9/18/2000	4392834	REGISTERED	04
MALAYSIA							
002180	GEARHEAD and Design	5/10/2001	2001/05838			PENDING	04
991292	PITT PENN LOGO	8/2/1999	9907108	7/30/2002	99007108	REGISTERED	01
991293	PITT PENN LOGO	8/2/1999	9907110	11/23/2001	99007110	REGISTERED	03
991294	PITT PENN LOGO	8/2/1999	9907109			PENDING	04
PERU							
990988	PITT PENN LOGO	9/24/1999	92092	1/21/2000	80908	REGISTERED	04
PHILIPPINES							
000859	PITT PENN LOGO	5/25/2000	4-2000-04282			PENDING	01,03,04
SOUTH KOREA							
991952	PITT PENN LOGO	1/12/2000	2000-1171	3/7/2001	489068	REGISTERED	01,09,04
TAIWAN							
991854	PITT PENN LOGO	8/11/2000	89048714	2/18/2002	00883570	REGISTERED	03
991855	PITT PENN LOGO	8/11/2000	89048715	2/16/2002	00983741	REGISTERED	04
991853	PITT PENN LOGO	8/11/2000	89048713	1/19/2002	00980137	REGISTERED	01
TURKEY							
990989	PITT PENN LOGO	7/23/1999	1999/12077	7/23/1999	1999/012077	REGISTERED	04

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED ARAB EMR							
991295	PITT PENN LOGO	2/12/2000	34892	8/19/2001	28259	REGISTERED	01
991296	PITT PENN LOGO	2/12/2000	34893	8/19/2001	28260	REGISTERED	03
991297	PITT PENN LOGO	2/12/2000	34894	8/12/2001	28195	REGISTERED	04
UNITED STATES							
011140	ALL-AMERICAN	9/24/1996	75/176,860	7/9/1997	2,077,899	REGISTERED	01
011141	ALL-AMERICAN	9/24/1996	75/171,148	7/15/1997	2,079,414	REGISTERED	04
011142	ALL-AMERICAN Logo	10/16/1996	75/181,966	7/15/1997	2,079,425	REGISTERED	01
011143	ALL-AMERICAN Logo	10/18/1996	75/182,482	7/15/1997	2,079,427	REGISTERED	04
011144	GEARHEAD	7/18/1996	74/705,154	9/23/1997	2,099,965	REGISTERED	04
011145	GEARHEAD	8/15/1996	75/150,593	8/15/2000	2,377,840	REGISTERED	01
011145	GEARHEAD Logo	1/22/1998	75/051,027	9/24/1997	2,074,531	REGISTERED	04
011147	GEARHEAD Logo	5/26/1999	75/739,724	4/23/2000	2,348,534	REGISTERED	01
011148	LUBLEND	4/15/1996	75/086,566	7/8/1997	2,078,137	REGISTERED	04
011149	LUBLEND (Stylized)	5/3/1996	75/094,225	7/8/1997	2,078,139	REGISTERED	04
000176	PITT PENN	11/29/1996	75/203,618	7/21/1998	2,175,648	REGISTERED	01,03,04
000176	PITT PENN and Design	3/11/1998	75/448,551	6/1/1999	2,246,395	REGISTERED	01,03,04
000177	PITT PENN and Design	1/3/1997	75/221,042	7/14/1998	2,173,606	REGISTERED	01,03,04
011150	VANTAGE	11/21/1994	74/600,919	6/11/1996	1,959,258	ABANDONED	01,04

END OF REPORT

TOTAL ITEMS SELECTED = 30

Schedule 1

Trademark/Service mark

U.S. Registration No. (if any)

Schedule 2

INVENTION

PATENT NO./APP. NO. DATE

COR: 155394 v. 1

RECORDED: 06/25/2003

**TRADEMARK
REEL: 002674 FRAME: 0399**