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SUBSTITUTE FORM PTO 1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102388754

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

3/1/03

Jet Equipment & Tools, Inc.

- Individual(s)
- 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):

Anderson Products, Inc.
One Wildwood Drive
Cresco, PA 18326-0149

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Delaware
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

3. Nature of Conveyance:

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

Effective Date: June 19, 2001

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 1,757,901 and 1,844,099

Additional numbers attached Yes No

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

Harriet E. Perkins, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 136116

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

DO NOT USE THIS SPACE

9. 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.

HARRIET E. PERKINS

Name of Person Signing

Signature

March 5, 2003

Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

03/12/2003 LMUELLER 00000049 1757901

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Commissioner of Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is executed this 19th day of June, 2001 by JET EQUIPMENT & TOOLS, INC., a Washington corporation with offices at 2415 West Valley Highway North, Auburn, Washington 98001, ("Assignor") in favor of ANDERSON PRODUCTS, INC., a Delaware corporation with offices at One Wildwood Drive, Cresco, Pennsylvania 18326, ("Assignee")

WITNESSETH

WHEREAS, Assignor and Weiler Corporation ("Weiler") are parties to a certain Asset Purchase Agreement dated June 19, 2001, whereby Assignor has covenanted to assign to Assignee, as the designee of Weiler, its trademarks as provided for herein and as identified in Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

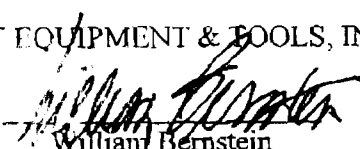
1. Assignor hereby warrants that (i) it has the full right and power to make the assignment of the marks made hereby, including, without limitation, the trademark registrations and applications therefor listed on Schedule A hereto (collectively, the "Marks"), (ii) all of the Marks are valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Marks.

2. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title, and interest in and to the Marks, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by each of the Marks.

3. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

JET EQUIPMENT & TOOLS, INC.

By: 
William Bernstein
Secretary

ASSET PURCHASE AGREEMENT

This Agreement (this "Agreement") dated as of June 19, 2001, is made by and between Weiler Corporation, a Delaware corporation (the "Buyer") and Jet Equipment & Tools, Inc., a Washington corporation (the "Seller") and, as of May 30, 2001, the successor by merger (the "Merger") to Wilton Corporation, a Colorado corporation ("Wilton"). The Buyer and the Seller are referred to collectively herein as the "Parties."

Prior to the Merger, Wilton owned and operated the Acquired Business. The Seller acquired all of the outstanding stock of Wilton pursuant to a Stock Purchase Agreement by and among the shareholders of Wilton and Seller dated as of April 3, 2001, and as a result of the Merger, the Acquired Business became owned directly by the Seller.

This Agreement contemplates a transaction in which the Buyer will purchase from the Seller, and the Seller will sell to the Buyer, all of the assets of the Acquired Business of the Seller, and the Buyer will pay to the Seller cash and assume specified liabilities of the Seller pertaining to the Acquired Business.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties intending to be legally bound hereby, agree as follows.

1. Definitions.

(a) Specific Definitions. For purposes of this Agreement, the following terms when appearing with initial capital letters will have the following meanings:

"Accounts Payable" has the meaning set forth in the definition of "Assumed Liabilities" below.

"Accounts Receivable" has the meaning set forth in the definition of "Acquired Assets" below.

"Accrued Expenses" has the meaning set forth in the definition of "Assumed Liabilities" below.

"Acquired Assets" means the following Assets and Properties of the Seller used or held for use in connection with the Acquired Business, as the same shall exist as of the close of business on the Effective Date, and all such assets as may have been acquired after the Effective Date and on or before the Closing Date, together with any proceeds and awards referred to in Section 2(j) below:

(a) the real property described in Section 4(l) of the Disclosure Schedule, together with all rights, licenses and permits appurtenant to or related to such real property (the "Real Property") except for the 1025 Property, which will be leased pursuant to the 1025 Lease;

SCHEDULE A

Mark	Application/Registration Number	Registration Date
Anderson	1,844,099 U.S.A.	07/12/94
Anderson	523,131 Canada	02/15/00
Anderlex	1,757,901 U.S.A.	03/16/93
Anderlex	2,098,465 Germany	08/29/95
Anderlex	1,567,126 U Kingdom	03/29/94
Anderlon	2,093,120 Germany	03/21/95
Dyna Twist	1,859,469	10/25/94