

05-30-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

102460398

Tab settings

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

1. Name of conveying party(ies): S-2-03
 Aldan Acquisition Corp.
 d/b/a Aldan Industries
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Archer Rubber Company
 Internal _____
 Address: _____
 Street Address: 213 Central Street
 City: Millford State: MA Zip: 01757
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts
 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 Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: March 14, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
 B. Trademark Registration No.(s)
2,019,742; 1,931,501
 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jordan A. LaVine
 Internal Address: AKIN GUMP STRAUSS HAUER & FELD, LLP
 Street Address: 2005 Market Street, 22nd Fl. One Commerce Square
 City: Phila. State: PA Zip: 19103

7. Total fee (37 CFR 3.41) ... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: please charge any deficiency in payment or credit any over payment to AC #50-1017
 (Attach duplicate copy of this page if paying by deposit account)

05/29/2003 DBYRNE 00000094 2019742

01 FC: 8521 Statement and signature. 40.00 OP
02 FC: 8522 25.00 OP

DO NOT USE THIS SPACE

Jordan A. LaVine
Name of Person Signing

[Signature]
Signature

4/29/03
Date

Total number of pages including cover sheet, attachments, and document 8

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

206987-5006/AFF

TRADEMARK
REEL: 002742 FRAME: 0392

BS&W DRAFT
03/05/02

ARCHER RUBBER COMPANY
213 CENTRAL STREET
MILFORD, MASSACHUSETTS 01757

ASSET PURCHASE AGREEMENT

AGREEMENT made the 14 day of March 2002, by and between ARCHER RUBBER COMPANY ("Archer" or "Purchaser"), and ALDAN ACQUISITION CORP. d/b/a ALDAN INDUSTRIES ("Aldan" or "Seller"), for the purchase of use of the "Aldan" name, intellectual property and customer information regarding Aldan's organic and silicone-coated products (the "Aldan Product Line"), certain trade marks and certain test equipment.

WITNESSETH

1. Aldan Will Transfer to Archer:

A. The intellectual property owned by Aldan, including formulations, manufacturing techniques, material components and costs thereof, procedures, testing specifications, process costs data and laboratory test results, etc.

B. The customer information, including names, phone numbers, products used, selling prices, etc.

C. The right to use the name Aldan or Aldan Rubber in connection with Archer's sale of products within the Aldan Product Line.

D. The name ELECTROSHIELD and Trademarks and trade names, registrations relating thereto.

E. Hanco sheet tester and printer.

2. Consideration:

In consideration for the transferred assets, the Archer will pay to Aldan the sum of \$45,000.

3. Miscellaneous:

A. Aldan represents that it is the owner of all the assets being sold free and clear of all liens and encumbrances other than any bank security interest or other party secured interest which is to be released upon the transfer herein provided.

B. Aldan represents that it has not previously disclosed the intellectual property or customers information to any other manufacturer, except that Aldan has advised Archer that it recently disclosed certain product sales and customer information to other manufacturers, but that such disclosure did not contain details of product formulations, manufacturing process specifications and technical data on material components.

C. Archer has agreed to purchase existing raw material inventory in merchantable quality from Aldan as needed to satisfy new customer orders. The purchase price of the inventory will be Aldan's cost.

D. Aldan will advise Archer of open customer orders and contracts which are expected to be unfulfilled at the time of transfer. Archer will advise Aldan of the customer orders and contracts which Archer will assume upon review of the cost and pricing information. Archer will have no obligation to assume all of the open customer orders and contracts. At the time of transfer, Aldan will transfer to Archer its rights under customer orders and contracts which Archer has elected to assume.

E. From and after the transfer, Aldan shall not engage in the business of manufacture or distribution of products consisting of the Aldan Product Line.

F. Aldan shall cooperate in advising customers that Archer has acquired the Aldan Product Line.

4. Transfer

The transfer and payment provided in this Agreement shall take place within three (3) business days after notice by Aldan but, in any event, on or before March 25, 2002. Upon the transfer, Aldan shall deliver to Archer:

A. Bill of Sale representing the items of intellectual property and customer information being sold hereunder. Said Bill of Sale shall specifically recognize Archer's rights to pursue any claims or choses in action to assure confidentiality and trade secrecy of the intellectual property and customer orders which are the subject of the transfer.

B. Aldan shall provide Archer with a release of any security interest or liens held by any bank or other third party respecting the intellectual property and customer information. ~~Aldan shall provide Archer with an attorney's certificate or~~



3. Miscellaneous:

A. Aldan represents that it is the owner of all the assets being sold free and clear of all liens and encumbrances other than any bank security interest or other party secured interest which is to be released upon the transfer herein provided.

B. Aldan represents that it has not previously disclosed the intellectual property or customers information to any other manufacturer, except that Aldan has advised Archer that it recently disclosed certain product sales and customer information to other manufacturers, but that such disclosure did not contain details of product formulations, manufacturing process specifications and technical data on material components.

C. Archer has agreed to purchase existing raw material inventory in merchantable quality from Aldan as needed to satisfy new customer orders. The purchase price of the inventory will be Aldan's cost.

D. Aldan will advise Archer of open customer orders and contracts which are expected to be unfulfilled at the time of transfer. Archer will advise Aldan of the customer orders and contracts which Archer will assume upon review of the cost and pricing information. Archer will have no obligation to assume all of the open customer orders and contracts. At the time of transfer, Aldan will transfer to Archer its rights under customer orders and contracts which Archer has elected to assume.

E. From and after the transfer, Aldan shall not engage in the business of manufacture or distribution of products consisting of the Aldan Product Line.

F. Aldan shall cooperate in advising customers that Archer has acquired the Aldan Product Line.

4. Transfer

The transfer and payment provided in this Agreement shall take place within three (3) business days after notice by Aldan but, in any event, on or before March 25, 2002. Upon the transfer, Aldan shall deliver to Archer:

A. Bill of Sale representing the items of intellectual property and customer information being sold hereunder. Said Bill of Sale shall specifically recognize Archer's rights to pursue any claims or choses in action to assure confidentiality and trade secrecy of the intellectual property and customer orders which are the subject of the transfer.

B. Aldan shall provide Archer with a release of any security interest or liens held by any bank or other third party respecting the intellectual property and customer information. ~~Aldan shall provide Archer with an attorney's certificate or~~

~~certificate of commercial search service firm indicating the absence of any other security interests in the assets being acquired.~~

C. Aldan shall deliver the records constituting the intellectual property and customer information, whether in paper or by other data recording device. Archer and Aldan shall communicate prior to the closing regarding the methods for facilitating the transfer of files and other information or material.

D. Aldan shall assign to Archer the customer orders and contracts which Archer has designated for assignment. Such assignment shall include all documentation and records relating to the customers orders and contracts, including records of any partial performance.

E. Aldan shall assign to Archer the name ELECTROSHIELD and registrations pertaining thereto.

F. Aldan shall deliver the Hanco sheet tester and printer and provide a Bill of Sale pertaining thereto.

Archer shall deliver to Aldan:

A. The consideration of \$45,000 in immediately available funds.

This agreement is agreed to and accepted by signing below.

ARCHER RUBBER COMPANY

Witness

By: Date: 3-14-02
Peter Franco
President

ALDAN ACQUISITION CORP. d/b/a
ALDAN INDUSTRIES

Witness

By: _____ Date: _____
Lawrence Schan, CEO

Witness

By: _____ Date: _____
Gary Yeager
President

~~certificate of commercial search service firm indicating the absence of any other security interests in the assets being acquired.~~

CEY (25)

C. Aldan shall deliver the records constituting the intellectual property and customer information, whether in paper or by other data recording device. Archer and Aldan shall communicate prior to the closing regarding the methods for facilitating the transfer of files and other information or material.

D. Aldan shall assign to Archer the customer orders and contracts which Archer has designated for assignment. Such assignment shall include all documentation and records relating to the customers orders and contracts, including records of any partial performance.

E. Aldan shall assign to Archer the name ELECTROSHIELD and registrations pertaining thereto.

F. Aldan shall deliver the Hanco sheet tester and printer and provide a Bill of Sale pertaining thereto.

Archer shall deliver to Aldan:

A. The consideration of \$45,000 in immediately available funds.

This agreement is agreed to and accepted by signing below.

ARCHER RUBBER COMPANY

Witness

By: _____
Peter Franco
President

Date: _____

ALDAN ACQUISITION CORP. d/b/a
ALDAN INDUSTRIES

Donald Smith

Witness

By: *Lawrence Schan*

Lawrence Schan, CEO

Date: *3/4/02*

Donald Smith

Witness

By: *Gary Yeager*

Gary Yeager
President

Date: *3/4/02*