

07-25-2003



102507645

HEET

JLY

Docket No.:

21915.016US

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

7-16-03  
Twyman-Templeton Co., Inc.  
Safety Today Inc./Securite Aujourd'hui Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other Corporations of Canada

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Purchase of Assets Agreement
- Merger
- Change of Name

Execution Date: 03-09-1999

2. Name and address of receiving party(ies):

Name: Safety Today, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2425 Spiegel Drive, Suite A

City: Groveport State: OH ZIP: 43125

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1362097

Additional numbers  Yes  No

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

Name: TECHNOPROP COLTON LLC

Internal Address: \_\_\_\_\_

Street Address: PO Box 567685

City: Atlanta State: GA ZIP: 31156

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

07/24/2003 LNUELLER 00000154 1362097

DO NOT USE THIS SPACE

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40.00 OP

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.

Laurence P. Colton

Name of Person Signing

Signature

6 July 2003

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

REEL: 002785 FRAME: 0855

Attachment to Form Patent Office-1594.

Trademark: BRASS KNUCKLE  
Registration No.: 1362097

Additional Receiving Party:

Name: 1338541 Ontario Inc.  
Street Address: c/o Safety Today, Inc.  
2425 Speigel Drive, Suite A  
Groveport OH 43125-9112 US  
Entity Type: Corporation of Canada

**PURCHASE OF ASSETS OF  
TWYMAN-TEMPLETON CO., INC.**

**AND**

**SAFETY TODAY INC./SECURITE AUJOURD' HUI INC.**

**BY**

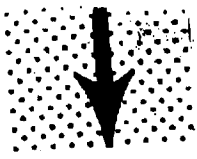
**SAFETY TODAY, INC.**

**AND**

**1338541 ONTARIO INC.,**

**MARCH 9, 1999**

**Holleb & Coff  
55 East Monroe Street  
Suite 4100  
Chicago, Illinois 60603  
(312) 807-4600**



This Index to Closing Documents sets forth a list of the documents delivered in connection with the Asset Purchase Agreement dated March 9, 1999 (the "Purchase Agreement") by and among Safety Today, Inc., a Delaware Corporation ("Safety US"), 1338541 Ontario Inc., an Ontario corporation ("Volk Canada") (Safety US and Volk Canada are collectively referred to as the "Buyers"), Volk Enterprises, Inc., a Delaware corporation ("Volk") for the sole purpose of guaranteeing the obligations of Safety US and Volk Canada, Twyman-Templeton Co., Inc., an Ontario corporation ("Twyman US"), Safety Today Inc. (Securite Aujourd'hui Inc., an Ontario corporation and a subsidiary of Twyman US ("Safety Canada") (Twyman US and Safety Canada are collectively referred to as the "Sellers") and Pandel Savic, an individual ("Savic").

Unless otherwise indicated, all documents listed below are dated as of March 9, 1999.

**Tab No.**

**I. Purchase Documents**

|  |   |
|--|---|
| Purchase Agreement .....                 | 1 |
| Schedules to Purchase Agreement .....    | 2 |
| a.    Businesses .....                   |   |
| b.    Assigned Contracts .....           |   |
| c.    Canadian Assumed Liabilities ..... |   |
| d.    U.S. Assumed Liabilities .....     |   |
| e.    Excluded Assets .....              |   |
| f.    Real Property Leases .....         |   |
| g.    Accrued Expenses .....             |   |
| h.    Permitted Encumbrances .....       |   |
| i.    Knowledge of Sellers .....         |   |
| j.    Foreign State Qualifications ..... |   |
| k.    Fixed Assets .....                 |   |
| l.    Consents .....                     |   |
| m.    Inventory .....                    |   |
| n.    Certain Changes .....              |   |
| o.    Authorizations .....               |   |
| p.    Contracts and Commitments .....    |   |
| q.    Intellectual Property .....        |   |
| r.    Litigation .....                   |   |
| s.    Insurance .....                    |   |



by the Companies on 30 days' notice or less without penalties; (xii) contract which prohibits the Companies from freely engaging in business in any geographic location; (xiii) contract or agreement (including, without limitation, a lease for real or personal property) with any officer, director, stockholder, partner or other insider of the Companies or any affiliate of any such person; or (xiv) other agreement material to the Companies and their operations whether or not entered into in the ordinary course of business.

(b) Except as specifically disclosed in Schedule 5.10 of the Disclosure Schedule, (i) no contract or commitment required to be disclosed in Schedule 5.10 of the Disclosure Schedule has been breached or cancelled by any party thereto, (ii) no material customer or supplier has indicated that it will stop or decrease the rate of business done with the Companies, (iii) the Companies have in all material respects performed all the obligations required to be performed by them in connection with the contracts or commitments required to be disclosed in Schedule 5.10 of the Disclosure Schedule, are not in breach or default under any such contract or commitment and are not in receipt of any claim of default under any such contract or commitment, (iv) the Companies have no present expectation or intention of not fully performing any obligation pursuant to any contract set forth in Schedule 5.10 of the Disclosure Schedule and (v) there has been no breach or anticipated breach by any party to any contract set forth in Schedule 5.10 of the Disclosure Schedule.

5.11 Intellectual Property. Schedule 5.11 of the Disclosure Schedule contains a complete list of all pending patent applications, issued patents and other registered and unregistered Intellectual Property owned or licensed by the Companies. The Companies own, or are licensed or otherwise have full legal right to use, all such Intellectual Property, free and clear of any Liens, except Permitted Encumbrances. The Companies own or possess adequate and enforceable licenses or other rights to use the Intellectual Property in the conduct of the Businesses, and none of the Sellers are in default under any licensing or similar agreement, have received any notice or other knowledge of conflict with or infringement (or alleged infringement) of any rights of others, and no officer, director, employee, shareholder or former shareholder of any of the Companies has any rights in or to any of the Intellectual Property. The Companies and Savic do not have any notice or knowledge that any of the Intellectual Property is being infringed upon or appropriated by any third party. The Sellers own and possess adequate and enforceable rights to use and transfer all of the Intellectual Property and all design drawings, trade secrets, processes, trade names, trade marks and other technical data used or useful in the Businesses, all of which are included in the Purchased Assets. The use in the Businesses of any Intellectual Property and other technical or proprietary data has not required and does not require the payment of any royalty or similar payment to any person, firm or corporation, and, on the Closing Date, the Sellers will transfer to the Purchaser good and marketable title thereto, free and clear of any Liens.

5.12 Litigation. Except as disclosed in Schedule 5.12 of the Disclosure Schedule, there is no action, suit, proceeding, arbitration or investigation, formal or informal, legal or administrative, pending or, to the best knowledge of the Sellers, threatened against the Companies at law or in equity, or before any federal (United States or Canada), state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. Neither the Companies nor any of the Purchased Assets are subject to or affected by any order, judgment, injunction or decree.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**SAFETY TODAY, INC.**

By: Edward R. Pierce  
Name: Edward R. Pierce  
Title: Vice President

**1338541 ONTARIO INC.**

By: S M Schuster  
Name: Stephen M. Schuster  
Title: President

**VOLK ENTERPRISES, INC.,** for the sole purpose of guaranteeing the obligations of the Buyers

By: Edward R. Pierce  
Name: Edward R. Pierce  
Title: Vice President

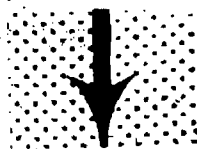
**TWYMAN-TEMPLETON CO., INC.**

By: \_\_\_\_\_  
Title:

**SAFETY TODAY INC./SECURITE  
AUJOURD'HUI INC.**

By: \_\_\_\_\_  
Title:

\_\_\_\_\_  
**PANDEL SAVIC**



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**SAFETY TODAY, INC.**

By: \_\_\_\_\_  
Name: Edward R. Pierce  
Title: Vice President

**1338541 ONTARIO INC.**

By: \_\_\_\_\_  
Name: Stephen M. Schuster  
Title: President

**VOLK ENTERPRISES, INC.**, for the sole purpose of guaranteeing the obligations of the Buyers

By: \_\_\_\_\_  
Name: Edward R. Pierce  
Title: Vice President

**TWYMAN-TEMPLETON CO., INC.**

By: Pandel Savic, Chairman  
Title:

**SAFETY TODAY INC./SECURITE AUJOURD'HUI INC.**

By: [Signature]  
Title: Director  
Pandel Savic

**PANDEL SAVIC**



SCHEDULE 5.11

**INTELLECTUAL PROPERTY**

Twyman Templeton  
Twyman Safety  
Safety Today  
Brass Knuckle