

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

08-11-2003



RECC. 102520301
IN FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARK REPROCESSED
RECEIVED
2003 AUG -
P 4:2
US PATENT & TRADEMARK OFFICE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 8-1-03

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/06/2003 ECDOPER 00000289 1101111

01 FC:8521 40.00 DP

02 FC:8522 175.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1101111"/>	<input type="text" value="1801776"/>	<input type="text" value="1192684"/>
<input type="text" value="1079183"/>	<input type="text" value="0820979"/>	<input type="text" value="0799005"/>
<input type="text" value="0756698"/>	<input type="text" value="0713028"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James E. Shlesinger

Name of Person Signing



Signature

August 1, 2003

Date Signed

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SPRAY PRODUCTS CORPORATION**, a Pennsylvania corporation ("Seller"), hereby grants, sells, assigns, transfers and delivers to **ORB ACQUISITION GROUP, INC.**, a Pennsylvania corporation ("Buyer"), to and for the benefit of the Buyer, its successors and assigns, all of Seller's rights, title and interests in and to the following described assets of Seller (collectively, the "Purchased Assets"), which Seller has otherwise agreed to sell to Buyer pursuant to the terms and provisions of that certain Asset Purchase Agreement entered into as of December 27, 2001, and between Seller, Buyer, Andrew A. Orr and Ashton T. Scott, Jr. (the "Purchase Agreement"); with all capitalized terms used herein and not otherwise defined having the meaning ascribed to such term in the Purchase Agreement:

(a) Inventories of raw materials, finished goods; accounts receivable; machinery and equipment, supplies; fixed assets, fixtures and equipment; warehouse equipment; tooling; molds; computer hardware; intellectual property, including, but not limited to, software, patents, pending patent applications, patents in development, copyrights, pending copyright applications, copyrights in development and all derivative works thereof, trademarks, trade names, logos, service marks, assumed or fictitious names, trade secrets, manufacturing know-how, and any and all websites related in whole or in part to the Business and the data and intellectual property related thereto; deposits; sales orders in process; customer lists; catalogues, samples, sales literature, displays and advertising materials; artwork used in the Business; telephone numbers; vendor lists; SKU numbers; business records; the name Spray Products and all other names utilized in connection with the Business and all derivations thereof (it being acknowledged by Seller that, other than as set forth on Disclosure Schedule 1.1.(a) of the Purchase Agreement, no other entity or person has been or will be given the right to use such names for any purpose whatsoever); goodwill and all other miscellaneous assets owned by Seller and utilized in the conduct of the Business.

(b) All rights of the Seller in, to and under (i) those contracts, agreements and commitments listed on Schedule 1.1(b) of the Purchase Agreement, (ii) such other agreements, commitments and other arrangements, written or oral, as disclosed to Buyer and as agreed to be assumed by the Buyer, which are listed on Schedule 1.1(b) of the Purchase Agreement, which relate to any of the Purchased Assets, to the extent entered into in the ordinary course of business consistent with past practice and within the scope of the Business (the "Assumed Contracts");

(c) Customer lists and cost and pricing data; supplier lists, product specifications, and all other existing production information; advertising, marketing and promotional plans, literature and files, product development, ideas and plans, and market research reports for the Business; and, except as provided in Section 1.2(vii) of the Purchase Agreement, copies of all privileged and non-privileged business books, files

Doc. #318236v.2

and records including, without limitation, inventory data, employee files and records, and all customer files/records and correspondence relating to the Business (collectively, the "Files");

(d) Any goodwill relating to the Business;

(e) All of Seller's rights, claims, credits and choses in action relating to the Purchased Assets occurring on and after the Closing Date, including rights under manufacturers' and vendors' warranties; and

(f) All other assets of the Seller used in the Business, whether or not specifically set forth herein and whether or not reflected on Seller's financial statements.

Notwithstanding anything to the contrary set forth in the foregoing provisions of this Bill of Sale, the Buyer acknowledges that the Purchased Assets shall not include any of the following:

(i) any cash or cash equivalents on hand or in bank accounts whether or not related to the business, except such amount of cash equal to customer deposits with respect to purchase orders being assumed by the Buyer, (ii) all insurance policies including life insurance policies and insurance policies relating to the business operations of Seller, (iii) loans receivable, (iv) notes receivable, (v) prepaid taxes, (vi) deposits (except as set forth above), (vii) all privileged and non-privileged business books, files and records pertaining to (1) Seller's Taxes (as defined in the Purchase Agreement), (2) Seller's relationship, discussions, and correspondence with, and submissions to, the Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, and/or any other governmental authority having jurisdiction over environmental matters involving Seller, and (3) those items listed on Schedule 1.2 of the Purchase Agreement (collectively, the "Excluded Records"), (viii) that certain aerosol button mold for upside down aerosol marking paint, and all rights associated with such mold, including, but not limited to, intellectual property and contract rights to receive royalties from Summit Packaging ("Summit") with respect to sales of such buttons by Summit to third parties (excluding the Buyer), (ix) those other assets of Seller listed on Disclosure Schedule 1.2 of the Purchase Agreement (the "Other Assets"), to the extent that Seller and Buyer do not agree pursuant to Section 1.2(a) through (c) of the Purchase Agreement to include such assets in the Purchased Assets hereunder, and (x) any of Seller's rights under this Agreement. All of the foregoing are referred to as the "Excluded Assets".

TO HAVE AND TO HOLD THE SAME unto the said Buyer, its successor and assigns, to and for its use forever.

Seller agrees that, at any time and from time to time after the delivery hereof, it will, upon the reasonable request of Buyer, take all appropriate actions and execute and deliver all appropriate documents, instruments and conveyances of any kind which may be desirable to carry out the provisions of this Bill of Sale.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its duly authorized representative as of this 29th day of April, 2002.

SPRAY PRODUCTS CORPORATION

By: Andrew A. Orr
Andrew A. Orr
Its: President