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

Form 10-1594 R
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
CTI GROUP/ BUSINESS CREDIT, INC.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: REFRIGERATED BOXES, INC.
Internal Address: _____
Street Address: 11401 Roosevelt Boulevard
City: Philadelphia State: PA Zip: 19154

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 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 Assignment via Asset Purchase

Execution Date: 6/28/95

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 739362, 789062, 857032, 1437067, 992472, 1197795

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8


5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Keith N. Leonard, Esquire
 Internal Address: Leonard Tillery & Sciolla, LLP
 Street Address: 1515 Market Street
 Suite 1800
 City: Philadelphia State: PA Zip: 19102

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1665

DO NOT USE THIS SPACE

9. Signature.
 KEITH N. LEONARD, ESQUIRE
 Name of Person Signing


 Signature

08/25/03
 Date

Total number of pages including cover sheet, attachments, and document: 23

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

09/03/2003 LUMELLER 00000273 501665 739362

01 FC:0521 40.00 BA
02 FC:0522 175.00 BA

TRADEMARK
REEL: 002815 FRAME: 0399

ADDENDUM to PTO-1594 RECORDATION FORM COVER SHEET

No. 4.B. Additional TRADEMARK REGISTRATIONS (8 total)

1331909

1576266

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT entered into as of June 28, 1995, by and between Refrigerated Boxes, Inc., a Pennsylvania corporation (the "Purchaser") and The CIT Group/Business Credit, Inc. ("CIT") as agent, pursuant to the terms of 1) that certain Financing Agreement dated as of April 22, 1994, by and among Bally (as hereinafter defined), CIT, and Foothill Capital Corporation ("Foothill") (the "Financing Agreement") and 2) certain Pre-Petition Loan Documents (as defined in the Financing Agreement), for itself and Foothill (CIT is referred to herein in its capacity as agent as the "Seller"). The Buyer and the Seller are referred to collectively herein as the "Parties."

STATEMENT OF PURPOSE

Prior to January, 1995, Bally Engineered Structures, Inc. ("Bally") was engaged in the design, engineering and manufacture of walk-in coolers/freezers and refrigerated building systems, supplies and materials in Bally, Pennsylvania; Sparks, Nevada; and Morehead City, North Carolina (the "Business").

On April 25, 1994, Bally filed a Voluntary Petition for reorganization pursuant to Chapter 11 of Title 11, U.S. Code in the U.S. Bankruptcy Court, Eastern District North Carolina (Wilson Division) (the "Court"), at Docket Case No. 94-01234-8-JRL (the "Case").

Prior and subsequent to the bankruptcy filing, Bally borrowed funds from the Seller pursuant to various agreements, and granted to Seller a first priority security interest in certain of Bally's assets, including, without limitation, all of Bally's accounts, inventory, equipment, general intangibles, and documents of title.

By Court order entered on or about March 23, 1995, the Case was converted to a proceeding under Chapter 7 of Title 11, and a Trustee was appointed for Bally's estate.

By Consent Order entered on or about June 8, 1995, the Court granted Seller's Motion for Relief from Automatic Stay, enabling Seller to pursue remedies against the assets, with the exception of certain real estate.

By exercise of its right of foreclosure under Section 9-504 of the Uniform Commercial Code, Seller has the ability to sell at private sale Bally's assets upon which it has a lien or security interest and is ready, willing and able to sell or otherwise dispose of such assets. The Purchaser is ready, willing and able to buy such assets.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Seller and Purchaser do hereby agree as follows:

266506.6

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 Assets to be Purchased and Sold.

(a) Description of Assets to be Sold by Seller. At the Closing (as hereinafter defined), pursuant to Section 9-504 of the Uniform Commercial Code, Seller shall sell and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, on the Closing Date (as hereinafter defined), the assets of Bally upon which Seller has a lien or security interest on the Closing Date, other than the Excluded Assets (as hereinafter defined). The assets of Bally to be purchased hereunder (which shall not include the Excluded Assets) are referred to herein as the "Assets," and include without limitation:

(i) all of Bally's inventories of raw materials, work in process, stock in trade, finished goods and supplies located at Bally's facilities (collectively the "Facilities") at 1475 Linda Way, Sparks, Nevada 89431 (the "Nevada Facility"), 135 Little Nine Drive, Morehead City, North Carolina (the "Morehead Facility"), and 20 North Front Street, Bally, Pennsylvania (the "Pennsylvania Facility") or any other location, on the Closing Date upon which Seller has a lien or security interest (collectively, the "Inventory");

(ii) all fixtures owned or leased by Bally at the Morehead Facility upon which Seller has a lien or security interest (the "Fixtures");

(iii) all machinery and equipment, including certain trade fixtures at the Pennsylvania Facility such as assembly line cranes, trolleys and hoists, computers, monitors, keypads, printers, photocopiers, filing cabinets, office furniture, equipment and supplies, other supplies, furniture, spare parts, racking, tools and other tangible personal property owned or used (whether or not currently used) by Bally in the conduct of the Business located at the Morehead Facility and the Pennsylvania Facility upon which Seller has a lien or security interest (the "Equipment");

(iv) (A) all rights of Bally in the name Bally Engineered Structures, Inc. and any and all derivations thereof and any trademarks or service marks and the goodwill of the business in connection therewith (the "Name"), (B) any and all other registered and unregistered trade names, trademarks, service marks, logos, copyrights, patents, and registrations thereof or applications therefor, and trade secrets, secret processes, proprietary know-how, processes, drawings, customer lists, inventions, formulae, patterns, plans, designs, computer programs and software (along with license rights pertaining thereto), and other technology and registered or unregistered intellectual property belonging to, used in or appertaining to the Business, and the goodwill of the

Business in connection therewith upon which Seller has a lien or security interest (together with the Name, the "Intangible Property");

(v) all of Bally's catalogues, customer lists, customer records, files, books, manuals, data, codes, records, papers and instruments of whatever nature and wherever located, whether stored in or readable or accessible by computer or otherwise, that relate to the Business or Assets (excluding all records, papers, and other documents that relate in any way to Bally's accounts) upon which Seller has a lien or security interest (collectively, "Records"); and

(vi) all other or additional privileges, rights, interest, properties and assets of Bally of every kind and description wherever located that are used or intended for use in connection with, or that are necessary to or useful in the continued conduct of, the Business as presently being conducted (other than the Excluded Assets) upon which Seller has a lien or security interest, including but not limited to the shares of stock of Fat Tak Hong.

(b) Excluded Assets. The Assets to be purchased and sold hereunder, and the term "Assets" as used herein, shall not include the following assets of Bally existing on the Closing Date (the "Excluded Assets"):

(i) cash and cash equivalents, bank accounts, vendor credits, income tax refunds, loans, notes and accounts receivable and all proceeds thereof, including without limitation repossessions and returns of inventory;

(ii) all machinery and equipment, computers, monitors, keypads, printers, photocopiers, filing cabinets, office furniture, equipment and supplies, other supplies, furniture, spare parts, racking, tools and other tangible personal property and fixtures owned or used (whether or not currently used) by Bally in the conduct of the Business located at the Nevada Facility, provided however that any and all Intangible Property and Records that are stored or retained in any computer hard drive, disk or tape shall be deemed assets sold to the Purchaser and not Excluded Assets;

(iii) all of Bally's right, title and interest in (x) that Lease dated September 1, 1993, by and between Bally and Blue Bell, Inc., as amended, concerning the Morehead Facility; (y) that Ground Lease dated June 23, 1987, by and between Bally and Allegheny International, Inc. as amended, concerning the Pennsylvania Facility; and (z) that Industrial Lease dated June 19, 1987, as amended by and between Dermody Properties and Bally, concerning the Nevada Facility; and

(iv) Seller's right, title, and interest in that Purchase Agreement dated as of June 23, 1987, by and among Bally Acquisition Corporation, Allegheny

International, Inc., Sunbeam Corporation, and Bally Engineered Structures, Inc., including without limitation the indemnification provisions of Article IX thereof.

Section 1.2 Purchase Price.

(a) Amount to be Paid for the Assets. The purchase price to be paid by Purchaser for the Assets (the "Purchase Price") shall be U.S. \$8,000,000.00 payable to Seller at the Closing in immediately available funds.

(b) Allocation. The Purchase Price shall be allocated for all purposes (including federal income tax and financial accounting purposes) among the Assets as set forth in Schedule 1.2(b) attached hereto. Purchaser, and Seller acknowledge that the allocation of the Purchase Price is based upon the fair market values of the Assets determined by arms length negotiations, and each hereby agrees to adhere to such allocation in all reports, returns and other documents filed with any governmental authority, including without limitation Internal Revenue Service Form 8594.

Section 1.3 No Assumption of Liabilities. Purchaser is not assuming any of the past, present or future obligations, liabilities, covenants, commitments and undertakings of Bally, whether or not known, accrued or contingent, except for the obligation to satisfy the mechanic's lien held by Miller Building Company up to an amount not to exceed \$250,000.

Section 1.4 Apportionment. All personal property taxes levied on any Assets for the current tax period (the "Property Taxes") shall be prorated and apportioned as of the Closing Date, provided that by agreeing to such proration neither Purchaser nor Seller acknowledges any liability or obligation for such taxes. The Parties agree to provide reimbursement or contribution for any prepaid or unpaid Property Taxes post-closing.

Section 1.5 Payment of Sales Taxes. Purchaser shall bear and pay, and shall hold harmless and indemnify Seller from and against all sales taxes, use taxes and other similar taxes (but excluding in any case income taxes) incurred in connection with the sale, conveyance, assignment and transfer of the Assets to Purchaser, including any and all additional assessments made or imposed (as a result of any audit or otherwise) in connection with the collection of any such taxes. Seller shall promptly notify Purchaser of any material communication received by Seller from any entity concerning such sales tax.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

To induce Purchaser to enter into this Agreement and to purchase the Assets hereunder, the Seller represents and warrants that:

Section 2.1 Corporate Organization and Authority. The Seller is a corporation duly organized and validly existing in good standing under the laws of New York, with full corporate power and authority to conduct its business and enter into and perform its obligations under this Agreement. The Seller's execution, delivery and performance of this Agreement and the sale by Seller to Purchaser of the Assets hereunder have been duly authorized by all requisite corporate action on the part of Seller, and this Agreement constitutes, and all deeds, bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by Seller hereunder will constitute, the respective legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with their respective terms.

Section 2.2 Absence of Conflicts and Consent Requirements. The Seller's execution and delivery of this Agreement and performance of its obligations hereunder, including the sale by Seller of the Assets hereunder, do not and will not conflict with, violate or result in any default under the Seller's Articles of Incorporation or any other corporate governance documents, nor will they violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Seller is subject.

Section 2.3 Title to and Condition of Assets. Seller has a properly perfected first priority lien on or security interest in the Assets, and has the right to sell such Assets to Purchaser pursuant to the provisions of Section 9-504 of the Uniform Commercial Code. Seller makes no warranty whatsoever with regard to such Assets. The Assets are sold as is, where is, without representation or warranty.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

To induce Seller to enter into this Agreement and to sell the Assets hereunder, Purchaser hereby represents and warrants that:

Section 3.1 Corporate Organization and Authority. Purchaser is a corporation duly organized and validly existing in good standing under the laws of the State of Pennsylvania with full corporate power and authority to conduct its business as now conducted and enter into and perform its obligations under this Agreement. Purchaser's execution, delivery and performance of this Agreement and its acquisition of and payment for the Assets hereunder have been duly authorized by all requisite corporate action on the part of Purchaser, and this Agreement and all agreements and other instruments and documents to be executed and delivered by Purchaser hereunder will constitute Purchaser's legal, valid and binding obligations, enforceable against Purchaser in accordance with its terms.

Section 3.2 Absence of Conflicts and Consent Requirements. Purchaser's execution and delivery of this Agreement and performance of its obligations hereunder, including the purchase of and payment for the Assets hereunder, do not and will not conflict with, violate or result in any default under Purchaser's Articles of Incorporation or other corporate government documents, nor will they violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Purchaser is subject.

ARTICLE IV

CERTAIN COVENANTS AND AGREEMENTS

Section 4.1 Further Assurances. The Seller and Purchaser each hereby covenants and agrees with each other that at any time and from time to time they will promptly execute and deliver to the others such further assurances, instruments and documents (including on the part of the Seller any and all bills of sale, assignments, and other documents or instruments as Purchaser may reasonably request, in order to evidence the Uniform Commercial Code sale and foreclosure of Seller's lien and security interest in the Assets) and take such further action as the other may reasonably request in order to carry out the full intent and purpose of this Agreement.

Section 4.2 Fees and Expenses. The Seller on the one hand, and Purchaser, on the other hand, shall bear their own respective expenses in connection with the negotiation and preparation of this Agreement and their consummation of the transactions contemplated hereby.

Section 4.3 Brokers. Each of the Seller and Purchaser represent and warrant to the other that with the exception of the broker identified in Schedule 4.3, which has been retained solely by Seller, no broker or finder has been involved or engaged by either of them in connection with the transactions contemplated hereby, and each hereby agrees to indemnify and save harmless the other from and against any and all broker's or finder's fees, commissions or similar charges incurred or alleged to have been incurred by the indemnifying party in connection with the transactions contemplated hereby and any and all loss, liability, cost or expense (including reasonable attorneys' fees) arising out of any claim that the indemnifying party incurred any such fees, commissions or charges. The indemnity obligations under this Section 4.3 are in addition to, and in no way limit, the indemnity obligations set forth in Section 4.5 hereof.

Section 4.4 Removal of Inventory, Equipment and Records. Certain of the Inventory and Records are located at the Nevada Facility and the Pennsylvania Facility, which locations are subject to lease agreements between Bally and third parties. Certain of the Equipment is located at the Pennsylvania Facility, which location is subject to a lease agreement between Bally and a third party. The deadline for the assumption or rejection of those leases has been extended by the Court until November 22, 1995. Purchaser agrees

that it shall remove all Inventory and Records from the Nevada Facility and the Pennsylvania Facility on or before the fortieth calendar day after the Closing Date (the "Inventory Removal Date") and that any Inventory not removed by the Inventory Removal Date shall become the property of Seller. Purchaser agrees that it shall remove all Equipment from the Pennsylvania Facility on or before the ninetieth calendar day after the Closing Date (the "Equipment Removal Date") and that any Equipment not removed by the Equipment Removal Date shall become the property of Seller. Purchaser agrees to leave the Nevada Facility and Pennsylvania Facility in good broom swept condition, ordinary wear and tear excepted, and shall repair any damage occasioned by its removal of the Inventory and Equipment from the Nevada Facility and Pennsylvania Facility within one hundred twenty calendar days of the Closing Date.

Section 4.5 Indemnification by the Purchaser. The Purchaser hereby agrees to indemnify and hold harmless the Seller or any of its successors and assigns from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, judgments, fees, costs and expenses (including reasonable accountants' and attorneys' fees) of every nature and character including those arising from any violation of any environmental law, rule or regulation, whether national, local, or state, and those arising from any release into the indoor or outdoor environment of any substance or waste that is limited, restricted or regulated by any governmental or quasi-governmental authority or any substance or waste that could or does pose a hazard to human health or safety (hereinafter referred to as a "Loss" or "Losses"), which Seller or any of its successors and assigns may sustain or incur, directly or indirectly, arising out of or incident to or by reason of a) the falsity or incorrectness of any representation or warranty made by Purchaser in this Agreement; b) any breach of any representation or warranty of or any covenant, to be performed by or on the part of Purchaser under this Agreement or any document, certificate, or other agreement or instrument entered into, furnished or to be furnished by Purchaser pursuant to this Agreement; c) the removal and transportation by Purchaser of the Inventory from the Nevada Facility; and d) the removal and transportation of the Inventory and Equipment from the Pennsylvania Facility.

Section 4.6 Uniform Commercial Code Notice. Prior to Closing, Seller shall give notice to Bally and to any other person entitled to receive notice, such notice as is required by Section 9-504 of the Uniform Commercial Code.

Section 4.7 Escrow Deposit. Purchaser agrees to deposit in escrow with Seller the sum of \$500,000. Receipt of such funds is hereby acknowledged by Seller. Seller shall hold and disburse (a) the funds so deposited and (b) interest earned on the funds at the simple rate of 5% per annum (collectively the "Escrowed Funds") as provided in this Section 4.7. Upon Closing, Seller shall disburse to itself and apply the Escrowed Funds to the Purchase Price. If this Agreement is terminated pursuant to the provisions of Section 6.2(a), then Seller shall immediately disburse the Escrowed Funds to Purchaser. If the Closing does not occur for any reason other than termination pursuant to Section 6.2(a), then Seller shall disburse and pay the Escrowed Funds to itself as liquidated damages.

ARTICLE V

CLOSING

Section 5.1 Time and Place of Closing. The consummation of the purchase and sale transaction contemplated hereby (the "Closing") shall be held at a mutually agreeable time and place, no later than June 30, 1995. The date on which the Closing occurs is referred to herein as the "Closing Date." At the Closing, subject to the fulfillment or waiver of the conditions set forth in this Article V, Seller shall sell, by private foreclosure sale, the Assets to Purchaser, as is, where is, without representation or warranty by instruments of transfer as hereinafter provided, and Purchaser shall pay to Seller the Purchase Price in the manner provided in Section 1.2.

Section 5.2 Conditions to the Seller's Obligations. The obligations of the Seller to complete the Closing are contingent upon the fulfillment of each of the following conditions on or before the Closing Date, except to the extent that the Seller may, in its absolute discretion, waive any one or more thereof in whole or in part:

(a) Representations and Warranties. The representations and warranties set forth in Article III shall be true and correct in all material respects at and as of the Closing Date.

(b) Covenants. The Purchaser shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

(c) Payment of Purchase Price. Purchaser shall have paid the Purchase Price.

(d) Documents. The Purchaser shall have delivered by the Seller a fully executed counterpart of this Agreement, and all other documents to be executed in connection with this Agreement.

(e) No Adverse Proceedings. No action, suit or proceeding before any court or any governmental or regulatory authority shall have been commenced, no investigation by any person, governmental or regulatory authority shall have been commenced, and no action, suit or proceeding by any person, governmental or regulatory authority shall have been threatened, against any of the parties to this Agreement, or any of the principals, officers or directors of any of them, or any of the Assets, seeking to restrain, prevent or change the transactions contemplated hereunder or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

(f) Other Assurances. Purchaser shall have delivered to the Seller such other and further certificates, assurances and documents as Seller may reasonably request in order to evidence the accuracy of Purchaser's representations and warranties, the performance of its covenants and agreements to be performed at or prior to the Closing, and the fulfillment of the conditions to its obligations.

Section 5.3 Conditions to Purchaser's Obligations. The obligations of Purchaser to complete the Closing are contingent upon the fulfillment of each of the following conditions on or before the Closing Date, except to the extent that Purchaser may, in its absolute discretion, waive any one or more thereof in whole or in part:

(a) Representations and Warranties. The representations and warranties set forth in Article II shall be true and correct in all material respects at and as of the Closing Date.

(b) Covenants. The Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

(c) Documents. The Seller shall have delivered to the Purchaser a fully executed counterpart of this Agreement, and all other documents to be executed in connection with this Agreement, including the Bill of Sale attached hereto as Exhibit A, the Termination of Security Interest in Trademarks attached hereto as Exhibit B, and Trademark Assignment attached hereto as Exhibit C, each of which are hereby incorporated herein and made part of this Agreement.

(d) No Adverse Proceedings. No action, suit or proceeding before any court or any governmental or regulatory authority shall have been commenced, no investigation by any person, governmental or regulatory authority shall have been commenced, and no action, suit or proceeding by any person, governmental or regulatory authority shall have been threatened, against any of the parties to this Agreement, or any of the principals, officers or directors of any of them, or any of the Assets, seeking to restrain, prevent or change the transactions contemplated hereunder or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

(e) Other Assurances. Seller shall have delivered to the Purchaser such other and further certificates, assurances and documents as any of them may reasonably request in order to evidence the accuracy of Seller's representations and warranties, the performance of its covenants and agreements to be performed at or prior to the Closing, and the fulfillment of the conditions to its obligations.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Merger. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

Section 6.2 Termination.

(a) Purchaser may terminate this Agreement without liability and without waiving any of its rights at law or in equity by giving written notice to the Seller at any time prior to the Closing (i) in the event the Seller is in material breach of any representation, warranty or covenant contained in this Agreement or (ii) if the Closing shall not have occurred on or before June 30, 1995 (or such other date as the parties hereto otherwise agree to in writing) by reason of the failure of Seller to satisfy any condition under Section 5.3 hereof (unless the failure results primarily from Purchaser's breaching any representation, warranty or covenant contained in this Agreement).

(b) Seller may terminate this Agreement without liability and without waiving any of its rights at law or in equity by giving written notice to Purchaser at any time prior to Closing (i) in the event Purchaser is in material breach of any representation, warranty or covenant contained in this Agreement or (ii) if the Closing shall not have occurred on or before June 30, 1995 (or such other date as the parties hereto otherwise agree to in writing) by reason of the failure of Purchaser to satisfy any condition under Section 5.2 hereof (unless the failure results primarily from Seller breaching any representation, warranty or covenant contained in this Agreement).

Section 6.3 Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third persons any right of subrogation of action over or against any party to this Agreement.

Section 6.4 Survival of Representations and Covenants. All of the representations, warranties, covenants and agreements contained in this Agreement and given pursuant hereto shall survive the Closing.

Section 6.5 Amendments. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by each of the parties hereto by their duly authorized officers.

Section 6.6 Benefits and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6.7 Notices. All notices, requests, consents, approvals, demands, waivers or other communications hereunder shall be in writing and sent by (a) personal delivery, (b) certified or registered mail, postage prepaid, (c) facsimile or (d) overnight courier, to the parties at the following addresses or such other addresses as may be designated in writing by the respective parties:

(i) as to Seller

Mr. Ben Landriscina
The CIT Group/Business Credit, Inc.
1211 Avenue of the Americas
New York, New York 10036
Fax: (212)536-1297

copy to:

John H. Culver III
Kennedy Covington Lobdell & Hickman, L.L.P.
100 North Tryon Street, Suite 4200
Charlotte, North Carolina 28202-4005
Fax: (704)331-7598

and

Roseanne M. Thomas
Hahn & Hessen
Empire State Building
350 Fifth Avenue
New York, NY 10118-0075
Fax: (212)594-7167

(ii) as to Purchaser:

Carmen D. Carosella, Vice President
Refrigerated Boxes, Inc.
11401 Roosevelt Boulevard
Philadelphia, PA 19154

Fax: (215)969-8865

copy to:

Joseph R. Davison, Esquire
Joseph R. Davison, P.C.
171 West Lancaster Avenue
Paoli, PA 19301-1775
Fax: (610)644-8079

Notices shall be deemed effective upon receipt in the case of personal delivery or via overnight courier, the first business day after transmission in the case of facsimile, or three business days after the date of mailing.

Section 6.8 Captions. The captions herein are for convenience of reference only and shall not be construed as a part of this Agreement.

Section 6.9 Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of New York.

Section 6.10 Schedules and Exhibits. All of the Schedules and Exhibits hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

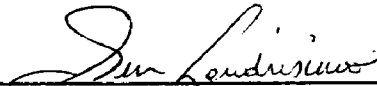
Section 6.11 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 6.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

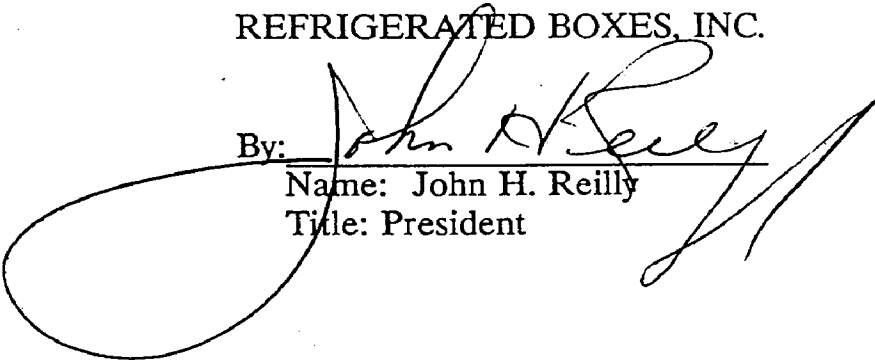
* * *

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by Purchaser and Seller and each has caused their respective seals to be affixed hereto, as of the day and year first above written.

THE CIT GROUP/
BUSINESS CREDIT, INC.

By: 
Name: Ben Landriscina
Title: Executive Vice President

REFRIGERATED BOXES, INC.

By: 
Name: John H. Reilly
Title: President

SECURED PARTY BILL OF SALE

This Secured Party Bill of Sale is made this ____ day of June, 1995, from The CIT Group/Business Credit, Inc. ("Seller") to Refrigerated Boxes, Inc. ("Purchaser").

WHEREAS, Seller has a properly perfected security interest in personal property of Bally Engineered Structures, Inc. ("Debtor"), including but not limited to the Assets (as such term is defined in the Asset Purchase Agreement, dated as of June ____, 1995, by and between Purchaser and Seller (the "Agreement")); and

WHEREAS, the indebtedness secured by the Assets is in default, and Seller has the right to foreclose upon and sell said Assets pursuant to Section 9-504 of the Uniform Commercial Code; and

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the Assets.

NOW THEREFORE, Seller, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to Section 9-504 of the Uniform Commercial Code, hereby sells, assigns and transfers to Purchaser pursuant to and in furtherance of the Agreement all right, title and interest of Debtor in and to the Assets.

TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever.

Seller makes no representation or warranty, express or implied, as to any matter whatsoever, including, but not limited to: The title to the Assets, the condition, design, or quality of the Assets, the fitness of the Assets for use or for a particular purpose; the merchantability of the Assets, compliance of the Assets with the requirements of any laws, rules, specifications or contracts pertaining thereto; patent infringement; latent defects; the quality of the material or workmanship of the Assets or the conformity of the Assets to the provisions and specifications of any purchase order relating thereto; the operation, use, or performance of the Assets; or any other representation or warranty of any kind, express or implied, with respect to the Assets. Purchaser also acknowledges that Seller has made no representation or warranty of any kind, nature or description, express or implied, with respect to the operation, use or performance of the Assets.

Seller shall have no liability to Purchaser or any person whomsoever (including lessees or purchasers of all or any of the Assets) for any claim, loss, damage or expense (including attorney fees) of any kind or nature, whether special, consequential, economic or otherwise, caused or alleged to be caused directly, indirectly, incidentally, or consequentially by the Assets or any part thereof or products therefrom, by any

inadequacy of the Assets or defect or deficiency therein, by any incident whatsoever arising in strict liability or otherwise from Seller's or Purchaser's negligence or otherwise, or for any loss of business or damage whatsoever and howsoever caused, or arising out of this Bill of Sale or the Assets. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses (including legal expenses and attorney fees), damages, losses, liabilities incurred or suffered by Seller, Purchaser, or any other party in connection with the post-closing delivery, operation, use, performance, lease or purchase of the Assets, or as a result of any incidental or consequential damages (including strict liability in tort).

Purchaser acknowledges that Seller has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. Purchaser purchases the Assets as is and wheresoever located, without representation or warranty of any kind. Purchaser accepts the Property subject to the terms of this Bill of Sale.

This instrument and all of its terms shall inure to the benefit of Purchaser and its successors and assigns and shall bind Seller and its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this instrument this ___ day of June, 1995.

Seller: THE CIT GROUP/
BUSINESS CREDIT, INC.

By: _____
Name: Ben Landriscina
Title: Executive Vice President

Agreed to:

Purchaser: REFRIGERATED BOXES, INC.

By: _____
Name: _____
Title: _____

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, The CIT Group/Business Credit, Inc., having its principal offices at 1211 Avenue of the Americas, New York, New York (hereinafter referred to as "the Secured Party"), became a secured party pursuant to, among other things, a Security Agreement dated as of November, 1, 1987 (hereinafter referred to as "Security Agreement"); and

WHEREAS, Bally Engineered Structures, Inc., a Pennsylvania corporation, with offices at 20 North Front Street, Bally, Pennsylvania, (hereinafter referred to as "the Debtor"), granted a security interest in, to and under the trademarks and United States registrations therefor identified in the Schedule of Trademarks annexed hereto as Schedule "A" (hereinafter referred to as "the Trademarks") to Secured Party by an instrument titled Assignment for Security dated as of November 15, 1989, recorded in the United States Patent and Trademark Office on _____, _____, at Reel _____, Frame _____ (hereinafter "the Security Interest"); and

WHEREAS, Debtor has defaulted on its obligations to Secured Party under Security Agreement; and

WHEREAS, Secured Party has pursuant to the Security Agreement and Sections 9-503 and 9-504 of the New York Uniform Commercial Code, has sold said Trademarks at private sale on the ____ day of _____, 199__, to Refrigerated Boxes, Inc., having its principal office at 11401 Roosevelt Boulevard, Philadelphia, Pennsylvania 19154 for One

Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and

WHEREAS, Secured Party desires to record this instrument to evidence termination of the Security Interest in the Trademarks.

NOW, THEREFORE, Secured Party agrees as follows:

1. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby releases and terminates the Security Interest in, to and under, the Trademarks and all renewals and extensions thereof.

2. Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the release and termination of Security Interest in the Trademarks by Secured Party, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be executed by its duly authorized corporate officer this ____ day of June, 1995, to become effective as of the ____ day of June, 1995.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____

Name: Ben Landriscina

Title: Executive Vice President

TRADEMARK ASSIGNMENT

WHEREAS, Bally Engineered Structures, Inc., a Pennsylvania corporation, with offices at 20 North Front Street, Bally, Pennsylvania, (hereinafter referred to as "the Debtor") owns and has used in its business certain trademarks, as listed in Schedule "A" hereto (hereinafter referred to as "the Trademarks"); and

WHEREAS, Debtor is in default under the terms of, among other things, the Security Agreement dated as of November 1, 19987 (hereinafter referred to as the "Security Agreement") between the Debtor and The CIT Group/Business Credit, Inc. (hereinafter referred to as "the Secured Party"), and all documents executed in connection therewith (hereinafter collectively referred to as the "Security Documents"); and

WHEREAS, Secured Party pursuant to its rights as a secured party under the Security Agreement, the Security Documents, and pursuant to and in exercise of its rights as a secured party under the New York Uniform Commercial Code has chosen to exercise its rights upon default.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Debtor does hereby absolutely sell, assign, transfer and convey unto Secured Party the Debtor's rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the right to sue and recover for past infringement thereof.

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IN WITNESS WHEREOF, The CIT Group/Business Credit, Inc. has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 199__.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name: Ben Landriscina
Title: Executive Vice President

SCHEDULE 1.2(b)

Allocation of Purchase Price

Inventory	\$3,000,000
Equipment	\$4,500,000
Intangible Property	\$ 500,000

SCHEDULE 4.3

Lovell Capital Management