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

Tab settings

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

1. Name of conveying party(ies):
Agrashell, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation **Delaware**
 Other

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

2. Name and address of receiving party(ies)
Name: **Shellpro, Inc.**

Internal Address: _____
Street Address: **18378 Atkins Road**
City: **Lodi, California 95240**

Individual(s) citizenship _____
 Association: _____
 General Partnership _____
 Limited Partnership _____
 Corporation - **California**

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 30, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **576,961**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Amanda J. Perlmutter, Esq.**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **NY** Zip: **10022**

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: **50-0540**
(Attach duplicate copy of this page if paying by deposit account)

2003 DEC -8 AM 8:13 OPR/FINANCE

DO NOT USE THIS SPACE

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.

Amanda J. Perlmutter, Esq. *Amanda Perlmutter* **December 3, 2003**
Name of Person Signing Signature Date

12/03/2003 LNUELLER 00000146 500540 576961
01 FD 8521 40.00 BA

Total number of pages including cover sheet, attachments, and document: 5

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

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and effective as of December 30, 2001, between SHELLPRO, Inc., a California corporation (hereinafter referred to as "Buyer"), with its principal place of business located at 18378 Atkins Road, Lodi, California, 95240 and AGRASHELL, INC., a Delaware Corporation (hereinafter referred to as "Seller"), with its principal place of business located at 4560 East 26th Street, Los Angeles, California, 90040.

RECITALS

A. Seller owns all of the assets of a business engaged in the processing and sale of ground shell product, which is known as AGRASHELL, INC. (hereinafter referred to as the "Business").

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, specific assets used in the operation of the Business and listed herein, including without limitation the goodwill of the Business. Buyer is not purchasing any of the real property or stock of Seller or assuming any liabilities of Seller or ownership position in Seller.

IN CONSIDERATION of the foregoing and in further consideration of the mutual covenants and representations set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I **TRANSFER OF ASSETS**

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller at the Closing described in Article III hereof, those assets of the Seller set forth in this Article 1, which are collectively referred to in this Agreement as the "Assets." Buyer acknowledges and agrees that the real property owned by Seller and known as 4560 East 26th Street, Los Angeles, CA 90040, including approximately 10.55 acres of land, also known as APN 5243-017-009 and

5243-017-010 (the "Real Property"), and all building and structures located thereon, are specifically excluded from the Assets and are not subject to this Agreement.

1. **Equipment**. The machinery, tools, appliances, general plant equipment, furniture, furnishings, fixtures, office machinery, computers (hardware and software) and related supplies, vehicles, supplies, power feed equipment, replacement parts, spare parts, repair materials, and accessories thereto, and other tangible personal property set forth on the list attached hereto as Exhibit I-1 (hereinafter referred to collectively as the "Equipment");

2. **Inventories**. All of Seller's finished goods, product and raw materials (whether expensed or not), including work in process, actually on hand as of the Closing Date, whether on or within the Business premises or en route thereto or elsewhere, an approximate summary of which items currently on hand is attached hereto as Exhibit I-2 (hereinafter referred to collectively as the "Inventories"). Inventories consisting of ground walnut shell packaged in containers for resale (the "Finished Goods Inventory") on hand at the Closing Date shall not be less than TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00), valued at the lesser of Cost or Market Value (as each is defined in Section 3 of Article III hereof);

3. **Accounts Receivable**. All of Seller's accounts receivable not more than ninety (90) days old at the Closing Date arising out of the operation of Seller's business in the ordinary course and unpaid as of the Closing Date a list of which shall be provided to Buyer at the Closing (hereinafter referred to as "Accounts Receivable");

4. **Intangibles**. The trade names, trademarks, service marks, copyrights, patents, patent rights, technical know-how, customer lists, goodwill, internet domain names and websites, and other intangibles set forth on Exhibit I-4 attached hereto; and

5. **Books and Records**. All papers, records and documents in Seller's care, custody or control relating to any or all of the above described Assets and the operation thereof, including but not limited to all warranties, leases, manuals, insurance policies, licenses, blueprints and specifications, sales records, accounting and financial records, computer programs including all databases and accounting systems, maintenance and production records, plans and designs of

EXHIBIT I-4
INTANGIBLES

TRADEMARKS

IN CURRENT USE

EXPIRATION DATE

GLUFIL®

AUG. 22, 2011

Nutshell and fruit pit flours for use in adhesives. Covers the following products: AW, HL, WF-2, WF-5, WF-7

SHELBLAST®

JULY 7, 2003

Granulated abrasives made from nutshells and other hard organic substances for use in abrading. Covers the following products: AD-1B, AD-2.5B, AD-3B, AD-4B, AD-6B, AD-7B, AD-9B, AD-10.5B and some custom made grades.

TEXSHEL®

JULY 18, 2004

Nutshells and fruit pits sold as raw material filler in paints, filler for glue products, carrier for insecticides, filler for plastics, etc. Covers products: AD-2.5, AD-3, AD-4, AD-6, AD-6, AD-7, AD-9, AD-10.5, 14/40 mesh, other custom grades.

NOT CURRENTLY USED

EXPIRATION DATE

AGRALITE®

SEPT. 28, 2008

Agricultural base plastic molding compound.

AGRA-PROP®

JULY 14, 2004

Propping agents for oil well fracturing

AGRASEAL®

AUG. 22, 2011

Lost circulation material for drilling muds.

AGRASHEL®

DEC. 13, 2009

Nutshell and fruit pit aggregates.

AGRASHOT®

MAY 2, 2011

Granulated abrasives made from vegetable shell raw material.

SLIPRITE®

APR. 20, 2004

Vegetable shell dusting powder for use in the tanning industry.

TRADENAMES

AGRASHELL, INC.

UNEXPIRED PATENTS ASSIGNED TO AGRASHELL, INC.

4,770,349 METHOD FOR FINELY DIVIDING ALMOND SHELLS.
 SEPT. 13, 1988

4,778,530 ALMOND SHELL FLOUR GLUE EXTENDERS.
 Oct. 18, 1988

MISCELLANEOUS INTANGIBLES

CUSTOMER LIST

METHODS for manufacturing Trade Named and other stock products as contained in the Master Specifications Manual including, but not limited to, raw material mix, screen designations and internal specifications.

METHODS for manufacturing non-stock and specialty products including:

- WF-9
- MASTERSEAL®

METHODS for cleaning shell and uses of the byproducts of the cleaning operation.

DOMAIN NAME "WWW.AGRASHELL.COM"

CONTENTS OF WWW.AGRASHELL.COM WEB SITE including general information about Agrashell, Inc. such as location and phone number and specifications and Material Safety Data Sheets for Agrashell, Inc.'s standard (stock) products.