

12-15-2003

Docket No.:

042N-105331



Tab settings

To the Director of the United States Patent and Trademark Office

102622718

Send original documents or copy thereof.

1. Name of conveying party(ies):

Apogee Enterprises, Inc.

- Individual(s)
- General Partnership
- Corporation-State Washington
- Other _____

- Association
- Limited Partnership

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

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

Name: J. Baxter Brinkmann International Corp.

Internal Address: _____

Street Address: 4215 McEwen Road

City: Dallas State: TX ZIP: 75244

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Invoice Order from Auction
- Merger
- Change of Name

Execution Date: December 12, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,140,147
2,179,141

Additional numbers Yes No

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

Name: Janene P. Bassett, Esquire

Internal Address: Sheppard, Mullin, Richter &

Hampton LLP

Street Address: 330 South Hope Street, 48th Floor

City: Los Angeles, State: CA ZIP: 90071

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

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1853



11-17-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

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.

Janene P. Bassett, Esquire

Name of Person Signing

Signature

November 12, 2003

Date

12/12/2003 ECDOPER 00000159 191853 2140147 Total number of pages including cover sheet, attachments, and

52


DECLARATION

Martin P. Donoghue, Vice President of J. Baxter Brinkmann International Corporation ("JBBIC"), being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the registration, declares that:

JBBIC has acquired ownership of Reg. Nos. 2,140,147 for the mark REPTARIUM and Reg. No. 2,179,141 for the mark TERRAFORM. The named registrant is Apogee Enterprises, Inc. ("Apogee"). On information and belief, Apogee's intellectual property, including the above-identified registration, was used as collateral for a bank loan. On information and belief, the bank loan was defaulted on, and the bank foreclosed on the property. JBBIC successfully bid on the property at an auction held by the bank and acquired the property, including the above-identified registrations. Copies of the Invoice and Order reflecting the acquisition and documentation concerning the auction ("Title Documents") are attached hereto.

All statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Dated: November 7, 2003




Martin P. Donoghue
Vice President
J. BAXTER BRINKMANN INTERNATIONAL CORP.

CERTIFICATE OF MAILING

I hereby certify that the NOTICE OF CHANGE OF OWNERSHIP AND REQUEST FOR RECORDATION OF TITLE CHANGE and DECLARATION are being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313 1450

on November 12, 2003.

Signature: 

Janene P. Bassett

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registrations of)
)
J. Baxter Brinkmann International Corp. (new owner))
)
Reg. No. 2,140,147 Reg. No. 2,179,141)
)
Reg. Date: March 3, 1998 Reg. Date: August 4, 1998)
)
Mark: REPTARIUM Mark: TERRAFORM)
)
_____)

NOTICE OF CHANGE OF
OWNERSHIP AND
REQUEST FOR
RECORDATION OF TITLE
CHANGE

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313 1450

Sir or Madam:

Pursuant to 37 C.F.R. § 3.73(b) and T.M.E.P. 502, J. Baxter Brinkmann International Corporation ("JBBIC") hereby provides notice and evidence that it has acquired ownership of the above-identified registration. The named registrant is Apogee Enterprises, Inc.("Apogee"). Apogee's intellectual property, including the above-identified registrations, was used as collateral for a bank loan. The bank loan was defaulted on, and the bank foreclosed on the property. JBBIC successfully bid on the property at an auction held by the bank and acquired the property, including the above-identified registrations. Copies of the Invoice and Order reflecting the acquisition and documentation concerning the auction ("Title Documents") are attached hereto.

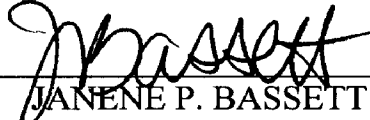
As current owner of the above-identified registrations, as shown above, JBBIC respectfully requests that title to the above-identified registrations be changed to reflect the current owner and that such title change be recorded pursuant to 37 C.F.R. § 3.11(a). Therefore, pursuant to 37 C.F.R. § 3.25(a), JBBIC requests that the Title Documents be recorded. Accordingly, JBBIC has enclosed the required cover sheet pursuant to 37 C.F.R. § 3.31 and a copy of the documents affecting title (*i.e.*, Title Documents) pursuant to 37 C.F.R. § 3.25(a)(2).

JBBIC has also enclosed a signed statement of Mr. Martin P. Donoghue, Vice President of JBBIC, who is authorized to act on behalf of JBBIC. Should the any further information be required, JBBIC respectfully requests that its attorneys be contacted by telephone at the number listed below.

Dated: November 12, 2003

Respectfully submitted,
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



JANENE P. BASSETT

Attorneys for Registrant

J. BAXTER BRINKMANN INTERNATIONAL CORP.

333 South Hope Street, 48th Floor

Los Angeles, California 90071

Telephone: (213) 620-1780

Facsimile: (213) 620-1398

Date; 12/12/102

JAMES G. MURPHY CO.
PO Box 82160, Kenmore, Wa. 98028
Phone: (425) 486-1246

Page 1

BUYER #: 106 -

ORDER

99999

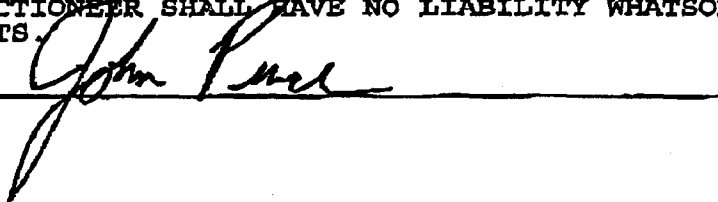
INVOICE 1 30553

LOT	QTY DESCRIPTION/YEAR/MAKE/MODEL/SN	UNIT PRICE	EXTENSION TAX?
1	1 ALL ITEMS RELATING TO REPTARIUM BUSINESS, TRADEMARK,	315,000.00	315,000.00 Y

Merchandise Total	315,000.00
Sales Tax	-0-
Title Fees	-0-
Invoice Total	315,000.00
Amount Paid	-0-
Applied to Account	-0-
Invoice Balance	315,000.00

Purchaser agrees that these purchases were sold AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED AND PURCHASER WILL BEAR ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR TO THESE PURCHASES AND SELLER AND AUCTIONEER SHALL HAVE NO LIABILITY WHATSOEVER TO ANYONE FOR FOR ANY DEFECTS.

SIGNED:



TRADEMARK

REEL: 002877 FRAME: 0681

By Order Secured Creditor

PUBLIC AUCTION

APOGEE ENTERPRISES

**11AM - THURSDAY - DECEMBER 12
18226 68th Avenue NE, Kenmore(Seattle), WA**

**All items relating to Reptarium
manufacturing & sales business to be sold as 1 lot
including:**

- Reptarium patent & trademark
- SofTray trademark
- Reptarium internet domain name
- Raw material inventory
- Finished goods
- Manufacturing equipment

A complete bidders package with patent details, material inventory, and manufacturing equipment is available by calling the James G. Murphy Company, 1 800-426-3008 or 425-486-1246.

All items are to be sold as one lot. Raw material inventory & equipment located in Bellingham, WA and Hebron, KY. The auction will be conducted at the James G. Murphy Company, 18226 68th Ave NE, Kenmore, WA, 11am on Thursday, December 12. Bids may be presented in person, via phone, or by email prior to the start of the auction.

TERMS & CONDITIONS: 25% deposit due upon award of bid. Final payment must be made by close of business, Friday, December 13, 2002 via wire transfer or cashiers check payable to James G. Murphy Inc.

James G. Murphy Inc

Commercial/Industrial

Auctioneers

425-486-1246 • Toll free: 1 800-426-3008

Fax 425-483-8247

www.murphyauction.com

TRADEMARK

REEL: 002877 FRAME: 0682

James G. Murphy Inc.

**Commercial / Industrial / Real Estate Auctioneers
Appraisals • Liquidations**

APOGEE "REPTARIUM MFG. & SALES"

BID PACKET

Offices & Equipment Yard: 18226 - 68th Ave. N.E., Kenmore, WA 98028
Mailing Address: P.O. Box 82160, Kenmore, WA 98028
(425) 486-1246 • Toll Free: 1-800-426-3008
Fax: (425) 483-8247 • www.murphyauction.com



**TRADEMARK
REEL: 002877 FRAME: 0683**

AUCTION INFORMATION

APOGEE "REPTARIUM MFG & SALES"

1. TERMS OF SALE.

Property is being sold on behalf of the secured creditor based upon the default by Apogee Enterprises, Inc. under the various instruments and agreements evidencing Apogee's various loans from KeyBank, N.A., pursuant to which KeyBank is the secured creditor and lender. Secured Creditor will sell at public auction certain collateral securing the Secured Loans and relating to Apogee's Reptarium manufacturing and sales business.

The property will be sold at an Auction conducted by James G. Murphy Co. on **THURSDAY, DECEMBER 12, 2002 at 11:00 a.m.** at Auctioneer's premises located at 18226 68th Ave. NE, Kenmore, WA 98028 . All sales at the Auction are final and except for the Secured Creditor's ability to credit bid, all sales are cash only.

Bidding may be done in person or by phone. Phone bidders call 425-486-1246 for conference calling instructions. Advance bids will be accepted on our website up to the start of the auction at www.murphyauction.com. Those advance bids will be submitted during the live auction as if the bidder were present.

Full Payment is due no later than Friday, December 13, 2002, 5 p.m. (Pacific Time) Payment must be made by Cashier's check or Wire Transfer.

Bill of Sale and Purchase and Sale agreement is included in this package.

THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION. THE SECURED CREDITOR'S SALE AT AUCTION OF THE COLLATERAL WILL BE MADE "AS IS" AND "WHERE IS," AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, OR WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OR MERCHANTABILITY. POTENTIAL BIDDERS ARE THEREFORE ENCOURAGED TO PERFORM SUCH DUE DILIGENCE AS THEY DEEM NECESSARY, INCLUDING BUT NOT LIMITED TO REVIEW OF THE MATERIALS POSTED ON THE AUCTION WEBSITE.

2. PROPERTY TO BE SOLD AS ONE LOT

Patent and Trademark:

Reptarium Patent No. 5,803,019
Registered trademark for Reptarium: No. 2,140,147
Registered trademark for Terraform: No. 2,179,141
Related documents and agreements for above.
Patent, trademark and other documents are attached.

Intangibles:

Reptarium (R)
Soft Tray TM
Reptarium Patent
Internet domain: www.reptarium.com

Manufacturing Equipment:

(3) Juki Mod. MO-3716 sergers
(1) 30' X 78" Cutting table
(1) Eastman Blue Streak II cuttingknife (15A/120V, 8" blade)
(1) Injection mold, custom made for cavity mold for corner elbows
Packaging plates and dies for boxes and soft trays

Inventory:

Raw materials & finished goods - see attached list

DRAFT

Transfer of Record or Legal Title

Pursuant to UCC Article 9, Section 619 (Transfer of Record or Legal Title), this record (the "Record") hereby authenticates the sale (the "Sale") to

_____ (the "Transferee") of all right, title and interest of Apogee Enterprises, Inc. aka Apogee Industries (the "Debtor") in and to United States Patent No. 5,803,019 and Registered Trademarks No. 2,140,147 and No. 2,179,141 (collectively, the "Collateral") pursuant to a bill of sale (the "Bill of Sale"), attached hereto as Exhibit A.

KeyBank, N.A. (the "Secured Party") hereby states:

- 1) The Debtor has defaulted in connection with an obligation secured by the Collateral;
- 2) The Secured Party has exercised its post-default remedies with respect to the Collateral, pursuant to the provisions of RCW 62A.9-610 and RCW 62A.9-617;
- 3) By reason of this disposition, and as between Secured Party and the Transferee, the Transferee has acquired the Debtor's full right, title and interest in and to the Collateral throughout the world, including foreign patent priority rights, the right to file and prosecute patent applications in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by the Transferee for its own use and benefit, and for its legal representatives, successors and assigns, to the full end of the term for which letters patent may be granted in and to the Collateral in this or any foreign country, as fully and entirely as the Collateral would have been held by the Debtor had this sale not been made, **provided that Transferee acknowledges a) there is no warranty of any kind relating to title, possession, quiet enjoyment, or the like in this disposition of the Collateral and other property of the Debtor purchased at the Sale; b) Transferee has conducted its own independent due diligence relating to the Collateral and all other property of Debtor purchased at the Sale; and c) Transferee has purchased the Collateral and all other property of Debtor as is, where is and without warranties of any kind.**

4) The names and addresses of the Secured Party, Debtor and Transferee are as follows:

a) Secured Party: KeyBank, N.A.
 Attn: Drew J. Hardin
 601 – 108th Avenue N.E., Third Floor
 Mailcode WA-31-18-0311
 Bellevue, WA 98009-9027

b) Debtor: Apogee Enterprises, Inc.
 177 Telegraph Road, Ste. 584
 Bellingham, WA 98226

c) Transferee:

Acknowledged and Agreed:

KEYBANK, N.A.

By _____
Drew J. Hardin, Vice President/Asset Recovery Group

[TRANSFEREE]

By _____
Its _____

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AGREEMENT

THE PARTIES to this AGREEMENT are MICHAEL BLAIN, a single man and independent contractor, residing at 1108 Donovan Ave., Bellingham, Washington 98225 ("BLAIN"), and Apogee Industries, Inc., a corporation organized under the laws of the State of Washington, having a principal place of business of 177 Telegraph Road, Suite 584, Bellingham, Washington 98226 ("APOGEE"). The effective date of this AGREEMENT shall be May 1, 1996.

PREAMBLE

1. Whereas BLAIN has participated in the development of a new and unique type of structure for use as a pet habitat (hereinafter referred to as the "CREATURE KEEPER"), which is the subject of U.S. Patent Application Serial No. 08/640,547, and certain accessories therefor; and
2. Whereas BLAIN is engaged in the development of certain additional products in the field of pet products, and intends to continue development of such products in the future (collectively referred to hereinafter as the "FOLLOW-ON PRODUCTS"); and
3. Whereas APOGEE desires exclusive rights to the CREATURE KEEPER in order to make and market the CREATURE KEEPER in the United States and other countries; and
4. Whereas APOGEE desires to have the right to acquire exclusive rights to the FOLLOW-ON PRODUCTS in order to market the FOLLOW-ON PRODUCTS in the United States and other countries; and

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5. Whereas BLAIN has assigned the entirety of BLAIN's rights, including all patent rights, in the CREATURE KEEPER by a separate agreement effective May 1, 1996 (hereinafter referred to as the "ASSIGNMENT"); and
6. Whereas THE PARTIES wish to enter into this AGREEMENT whereby APOGEE shall compensate BLAIN for BLAIN's past and continuing development work on the CREATURE KEEPER and FOLLOW-ON PRODUCTS;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, THE PARTIES agree as follows:

SECTION 1
Definitions

- 1.1 "CREATURE KEEPER" shall mean a new and unique type of habitat structure for keeping reptiles and other pet animals, as described in U.S. Patent Application Serial No. 08/640,547, of which BLAIN is listed as a co-inventor.
- 1.2 "FOLLOW-ON PRODUCTS" shall mean additional products in the field of pet environments and accessories therefor, which are developed by BLAIN in accordance with the terms and conditions of this AGREEMENT.
- 1.3 "ACQUIRED PRODUCTS" shall mean collectively the CREATURE KEEPER and those FOLLOW-ON PRODUCTS for which APOGEE acquires exclusive rights under the terms and conditions of this AGREEMENT.
- 1.4 "NET SALES PRICE" shall mean the gross invoicing price charged for each ACQUIRED PRODUCT manufactured and sold

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by APOGEE, less twenty percent (20%), which the parties agree to be a reasonable deduction to account for any discounts, rebates, allowances for returns, prepaid freight and sales or excise taxes incurred in connection with the sale of the ACQUIRED PRODUCTS. In the event that the ACQUIRED PRODUCT is packaged with another product for sale, or sold as part of another product, the NET SALES PRICE shall be that portion of the total net sales price attributable to the ACQUIRED PRODUCT.

- 1.5 "PROPRIETARY INFORMATION" shall mean all technical and business information relating to the CREATURE KEEPER or the FOLLOW-ON PRODUCTS, regardless of whether such information is developed by BLAIN or APOGEE. Furthermore, PROPRIETARY INFORMATION includes all business information belonging to APOGEE, whether or not relating directly to the CREATURE KEEPER or FOLLOW-ON PRODUCTS. Examples of PROPRIETARY INFORMATION include, but are not limited to, the following: product drawings, designs, plans and specifications; materials specifications and sources; marketing and sales information/data and projections; customer and supplier lists; cost and pricing data.

SECTION 2

Term

- 2.1 Unless terminated earlier in accordance with the provisions set forth below, this AGREEMENT shall have a term of one (1) year from the effective date thereof, and shall be renewable on an annual basis by mutual agreement of the parties. The term set forth in the preceding sentence shall in no way operate to limit, terminate or otherwise affect APOGEE's ownership rights in any ACQUIRED PRODUCTS, which shall be permanent.

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SECTION 3
Considerations

- 3.1 In consideration for the exclusive rights to the CREATURE KEEPER which have been acquired under the ASSIGNMENT, APOGEE shall for a period of twenty (20) years from the effective date of this ASSIGNMENT pay to BLAIN a royalty of two and one-half percent (2.5%) of NET SALES PRICE, as defined herein, on all sales of the CREATURE KEEPER and lighting fixtures, tray basins, and clip arms for use therewith.
- 3.2 In consideration for the exclusive rights in any FOLLOW-ON PRODUCT acquired by APOGEE by assignment from BLAIN under the terms and conditions of this AGREEMENT, APOGEE shall for a period of twenty (20) years from the date of such ASSIGNMENT pay to BLAIN a royalty of two and one-half percent (2.5%) of NET SALES PRICE, as defined herein, on all sales of that FOLLOW-ON PRODUCT.
- 3.3 Royalty payments due BLAIN shall be made within sixty (60) days after the end of each month, reflecting royalties due on all sales of ACQUIRED PRODUCTS shipped during that month.
- 3.4 APOGEE shall keep accurate records and books of account showing the quantities and NET SALES PRICE of all ACQUIRED PRODUCTS. Any Certified Public Accountant reasonably acceptable to APOGEE shall be given access to such records and books at reasonable locations during normal business hours. Within fifteen (15) days after the end of each calendar quarter, APOGEE will provide a written report to BLAIN stating in each report the quantities, gross sales price and NET SALES PRICE of all ACQUIRED PRODUCTS for that quarter. The ACQUIRED PRODUCTS shall be considered sold when billed

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out or when paid for, whichever occurs first. Royalties that are paid on items that are subsequently returned may be credited against future royalty payments.

- 3.5 BLAIN shall have the option of drawing against future royalty payments at a monthly rate of \$1,500.00 through July 1996, and then at the rate of \$2,500.00 per calendar month thereafter. Alternatively, BLAIN shall have the option of drawing a lump sum amount of \$4,000 against future royalty payments immediately upon execution of this AGREEMENT, in which event the maximum amount of each monthly draw shall not exceed \$1,000 for the first four (4) calendar months following the date of execution of this AGREEMENT. Advance payments are considered to be an interest-free loan until paid off against royalties due. Total advances made to BLAIN under this Paragraph 2.5 shall not exceed ten thousand dollars (\$10,000.00).

SECTION 4

Development of Follow-on Products

- 4.1 APOGEE shall have the right to acquire from BLAIN exclusive rights to any FOLLOW-ON PRODUCTS which are developed by BLAIN during the term of this AGREEMENT. BLAIN shall promptly make APOGEE aware of each such FOLLOW-ON PRODUCT upon BLAIN's initial conception thereof, using the Product Documentation/Proposal Form which is attached hereto as Exhibit A. APOGEE will designate those FOLLOW-ON PRODUCTS which APOGEE wishes to acquire, and BLAIN shall assign all rights in any FOLLOW-ON PRODUCT so designated, by means of an agreement essentially identical to the ASSIGNMENT effective May 1, 1996 between the parties.

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- 4.2 APOGEE shall use its best efforts to undertake the successful manufacture and sale of each FOLLOW-ON PRODUCT which is acquired in accordance with Paragraph 4.1 above. APOGEE shall pay BLAIN a royalty for each such FOLLOW-ON PRODUCT in accordance with Section 3 of this AGREEMENT.
- 4.3 During the term of this AGREEMENT, APOGEE will provide reasonable work space at APOGEE's facilities for BLAIN to conduct development work on the FOLLOW-ON PRODUCTS. BLAIN will defend, indemnify and hold harmless APOGEE against any claims for personal injury or damage to BLAIN arising out of BLAIN's activities while on APOGEE's premises.
- 4.4 During the term of this AGREEMENT and for a period of five (5) years thereafter, BLAIN shall not develop or extend any rights in any FOLLOW-ON PRODUCT to any party other than APOGEE, except with the prior written consent of APOGEE. Furthermore, for the period set forth in the preceding sentence, BLAIN will not, without the prior written consent of APOGEE, directly or indirectly engage in the business of manufacturing, selling, soliciting or promoting the sale of any product which in any way competes with products promoted, sold, or under development by APOGEE. Further, without the prior written consent of APOGEE, BLAIN will not solicit APOGEE's employees for hire nor hire such employees for a period of one (1) year after their termination of employment with APOGEE. The obligations of this Paragraph 4.4 will survive any termination of this AGREEMENT.

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SECTION 5
Confidentiality

- 5.1 During the term of this AGREEMENT and for a period of five (5) years thereafter, BLAIN shall hold in confidence any and all PROPRIETARY INFORMATION, and, except with the prior written permission of APOGEE, will not use the PROPRIETARY INFORMATION for any purpose other than the development of the CREATURE KEEPER or the FOLLOW-ON PRODUCTS for APOGEE. Furthermore, during the period set forth in the preceding sentence, BLAIN will, upon APOGEE's request, return any originals or copies of materials containing PROPRIETARY INFORMATION which may be in BLAIN's possession.
- 5.2 Any information or material which BLAIN receives which is previously within the public domain shall not be considered as proprietary to APOGEE. However, this does not give BLAIN the right to reconstruct this material from prior art sources in an attempt to render it nonproprietary.
- 5.3 Any PROPRIETARY INFORMATION which APOGEE later renders as nonproprietary through the issuance of a patent or other publication, or which legitimately comes into the public domain, shall forthwith be treated as nonproprietary.
- 5.4 The obligations set forth in this Section 5 shall survive any termination of the present AGREEMENT.

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SECTION 6
Termination

- 6.1 Either party shall have the right to terminate this AGREEMENT in the event that there is a breach by the other party, this termination being accomplished as follows. In the event that one party breaches this AGREEMENT, the aggrieved party must notify the breaching party of the aggrieved party's intent to terminate this AGREEMENT, specifying the alleged breach. If the breaching party does not remedy the breach within sixty (60) days of such notice of intent to terminate, then the aggrieved party can then terminate the AGREEMENT by giving notice of termination. However, if the breaching party remedies the breach within the sixty (60) day period after notice of intent to terminate, then the AGREEMENT shall remain in full force and effect.
- 6.2 In the event that this AGREEMENT is terminated for any reason other than substantial breach by APOGEE, APOGEE shall retain sole ownership of the ACQUIRED PRODUCTS and shall have the right to continue the manufacture and sale of the ACQUIRED PRODUCTS thereafter, subject to payment obligations set forth in Paragraphs 3.1 and 3.2 above.
- 6.3 In the event that APOGEE decides by October 1, 1996 to terminate further development and sales of the CREATURE KEEPER as a result of APOGEE's test marketing program, APOGEE will assign its rights in the CREATURE KEEPER back to BLAIN and the parties will have the option of terminating this AGREEMENT by mutual consent. All tooling and dies created for the CREATURE KEEPER will remain the property of APOGEE, however, BLAIN or BLAIN's assigns will have the option of purchasing the

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tools and dies from APOGEE in the event that the AGREEMENT is terminated under this Paragraph 6.3.

SECTION 7

Warranties and Liability

- 7.1 The parties to this AGREEMENT warrant individually that each has the full power and authority to extend the rights and undertake the obligations which are set forth herein.
- 7.2 Each party agrees to indemnify, and to hold free and harmless, the other party and wholly owned subsidiaries or affiliates of the other party, from any claims by or liability to third parties with respect to personal injuries, death or property damage arising out of the activities of the indemnitor, its subsidiaries, or assigns under this AGREEMENT.

SECTION 8

Miscellaneous Provisions

- 8.1 This AGREEMENT between the parties is a contractual relationship wherein BLAIN is providing services to APOGEE as an independent contractor. Nothing herein is intended, nor does it create an employment, partnership or agency relationship between the parties. Nothing in this AGREEMENT shall preclude APOGEE from entering into any similar AGREEMENT with other parties for development of related or unrelated pet products nor refrain from entering into any similar AGREEMENT with other parties for development of unrelated products. As an independent contractor, BLAIN shall be responsible for reporting and payment of all income and other tax responsibilities related to income received from this contract.

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- 8.2 All notices given pursuant to this AGREEMENT shall be in writing and shall be considered given upon personal delivery, upon twenty-four (24) hours after sending by air courier or electronic means (e.g., fax) or upon seventy-two (72) hours after deposit in the U.S. Mail, certified mail return receipt requested, addressed to the appropriate party as specified below.
- 8.3 Neither party shall disclose to any third party the terms of this AGREEMENT except with the express permission of the other party.
- 8.4 BLAIN shall not assign or transfer BLAIN's rights or responsibilities set forth in this AGREEMENT without the prior written consent of APOGEE, which approval shall not be unreasonably withheld.
- 8.5 Further Assurances. The parties hereto shall execute any additional instruments and shall perform any further acts which are or may become necessary to effectuate and carry out their intention as expressed herein.
- 8.6 Reasonableness. All consents, approvals, determinations, requirements, and other acts required by either party hereunder shall be subject to the standard of reasonableness under the circumstances, and no such consents, approvals, determinations, requirements, or other acts required by either party hereto shall be unreasonably withheld, delayed, or denied. All fees of attorneys for services to be rendered to one party thereto and to be paid by the other party hereto shall be reasonable.


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- 8.7 A party's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of any such rights nor of any other rights.
- 8.8 This AGREEMENT represents the entire agreement between the parties as to the matters set forth and integrates all prior discussions and understanding between them. This AGREEMENT may only be modified by a written instrument signed by an authorized representative of both BLAIN and APOGEE.
- 8.9 In the event any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or ineffective, such provision shall be deemed to be severed from this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect.
- 8.10 Arbitration: In the event that any dispute relating to or arising from this AGREEMENT cannot be settled by the parties, they shall submit the dispute to an arbitrator selected in the following manner: Within twenty (20) days of receiving written demand for arbitration, each party involved in the dispute shall select an individual to represent him in the selection of the arbitrator. If the individuals selected by the parties cannot agree upon an impartial arbitrator within thirty (30) days from the date written demand for arbitration is filed, the arbitrator shall be selected by a Judge of the Superior Court of the State of Washington for Whatcom County upon three (3) days' notice. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, with any judgment upon an award entered in the Superior Court of the State of Washington for Whatcom County.

8.11 The laws of the State of Washington shall govern this AGREEMENT and any ancillary agreements between the parties hereto. Venue for any action commenced to resolve any dispute arising under or related to this AGREEMENT or any ancillary agreements between the parties hereto shall be in the Superior Court of the State of Washington for Whatcom County.

BLAIN:



Michael Blain

6/1/96

Date

APOGEE:

By: 

Its: Pratt

Date: 6/1/96

AGREEMENT

THE PARTIES to this AGREEMENT are LESLEY BURNETTE, a single woman, residing at 1108 Donovan Ave., Bellingham, Washington 98225 ("BURNETTE"), and Apogee Industries, Inc.; a corporation organized under the laws of the State of Washington, having a principal place of business of 177 Telegraph Road, Suite 584, Bellingham, Washington 98226 ("APOGEE"). The effective date of this AGREEMENT shall be May 1, 1996.

PREAMBLE

1. Whereas BURNETTE has participated in the development of a new and unique type of structure for use as a pet habitat (consisting of PVC tube and a screen bag, hereinafter referred to as the "CREATURE KEEPER"), which is the subject of U.S. Patent Application Serial No. 08/640,547, and certain accessories therefor; and
2. Whereas APOGEE desires exclusive rights to the CREATURE KEEPER in order to make and market the CREATURE KEEPER in the United States and other countries; and
3. Whereas BURNETTE has assigned the entirety of BURNETTE's rights, including all patent rights, in the CREATURE KEEPER by a separate agreement effective May 1, 1996 (hereinafter referred to as the "ASSIGNMENT"); and
4. Whereas THE PARTIES wish to enter into this AGREEMENT whereby APOGEE shall compensate BURNETTE for BURNETTE's development work on the CREATURE KEEPER;

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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, THE PARTIES agree as follows:

SECTION 1
Definitions

- 1.1 "CREATURE KEEPER" shall mean a new and unique type of habitat structure for keeping reptiles and other pet animals, as described in U.S. Patent Application Serial No. 08/640,547.
- 1.2 "NET SALES PRICE" shall mean the gross invoicing price charged for each CREATURE KEEPER manufactured and sold by APOGEE, less twenty percent (20%), which the parties agree to be a reasonable deduction to account for any discounts, rebates, allowances for defective returns, prepaid freight and sales or excise taxes incurred in connection with the sale of the CREATURE KEEPER. In the event that the CREATURE KEEPER is packaged with another product for sale, or sold as part of another product, the NET SALES PRICE shall be that portion of the total net sales price attributable to the CREATURE KEEPER.
- 1.3 "PROPRIETARY INFORMATION" shall mean all technical and business information relating to the CREATURE KEEPER, regardless of whether such information is developed by BURNETTE or APOGEE. Furthermore, PROPRIETARY INFORMATION includes all business information belonging to APOGEE, whether or not relating directly to the

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CREATURE KEEPER. Examples of PROPRIETARY INFORMATION include, but are not limited to, the following: product drawings, designs, plans and specifications; materials specifications and sources; marketing and sales information/data and projections; customer and supplier lists; cost and pricing data.

SECTION 2
Considerations

- 2.1 In consideration for the exclusive rights to the CREATURE KEEPER which have been acquired under the ASSIGNMENT, APOGEE shall pay to BURNETTE a royalty of two and one-half percent (2.5%) of NET SALES PRICE, as defined herein, on all sales of the CREATURE KEEPER and lighting fixtures, tray basins, and clip arms for use therewith effective from the date of the assignment.
- 2.2 Royalty payments due BURNETTE shall be made within sixty (60) days after the end of each month, reflecting royalties due on all sales of CREATURE KEEPER shipped during that month.
- 2.3 APOGEE shall keep accurate records and books of account showing the quantities and NET SALES PRICE of all CREATURE KEEPERS. Any Certified Public Accountant reasonably acceptable to APOGEE shall be given access to such records and books at reasonable locations during normal business hours. Within fifteen (15) days after the end of each calendar quarter, APOGEE will provide a written report to BURNETTE stating in each report the quantities, gross sales price and NET SALES

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PRICE of all CREATURE KEEPERS for that quarter. The CREATURE KEEPERS shall be considered sold when billed out or when paid for, whichever occurs first. Royalties that are paid on items that are subsequently returned may be credited against royalty payments on future sales, provided, however, that BURNETTE shall not be obligated to return to Apogee any royalty payments already paid to Burnette on such items that are subsequently returned.

SECTION 3
Confidentiality

- 3.1 For the duration of this AGREEMENT and for a period of five (5) years thereafter, BURNETTE shall hold in confidence any and all PROPRIETARY INFORMATION, and, except with the prior written permission of APOGEE, will not disclose the PROPRIETARY INFORMATION to any third party. Furthermore, during the period set forth in the preceding sentence, BURNETTE will, upon APOGEE's request, return any originals or copies of materials containing PROPRIETARY INFORMATION which may be in BURNETTE's possession.
- 3.2 Any information or material which BURNETTE receives which is previously within the public domain shall not be considered as proprietary to APOGEE. However, this does not give BURNETTE the right to reconstruct this material from prior art sources in an attempt to render it nonproprietary.
- 3.3 Any PROPRIETARY INFORMATION which APOGEE later renders as nonproprietary through the issuance of a patent or

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other publication, or which legitimately comes into the public domain, shall forthwith be treated as nonproprietary.

- 3.4 The obligations set forth in this Section 3 shall survive any termination of the present AGREEMENT.

SECTION 4 Termination

- 4.1 Either party shall have the right to terminate this AGREEMENT in the event that there is a breach by the other party, this termination being accomplished as follows. In the event that one party breaches this AGREEMENT, the aggrieved party must notify the breaching party of the aggrieved party's intent to terminate this AGREEMENT, specifying the alleged breach. If the breaching party does not remedy the breach within sixty (60) days of such notice of intent to terminate, then the aggrieved party can then terminate the AGREEMENT by giving notice of termination. However, if the breaching party remedies the breach within the sixty (60) day period after notice of intent to terminate, then the AGREEMENT shall remain in full force and effect.
- 4.2 In the event that this AGREEMENT is terminated for any reason other than substantial breach by APOGEE, APOGEE shall retain sole ownership of the CREATURE KEEPER and shall have the right to continue the manufacture and sale of the CREATURE KEEPER thereafter, subject to payment obligations set forth in Paragraphs 2.1, 2.2, and 2.3 above.

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- 4.3 In the event that Apogee abandons the CREATURE KEEPER, as defined by a decision made by an arbitrator under 6.2, Burnette ownership of the CREATURE KEEPER will transfer back to Burnette.
- 4.4 If Apogee sells all or a portion of the CREATURE KEEPER, the intended buyer must acknowledge and accept all previously entered into agreements by and between Apogee and Burnette. If the intended buyer does not agree to accept these responsibilities, then Apogee cannot sell any or a portion of the CREATURE KEEPER. If the intended buyer does not accept the responsibilities of the agreement, the intended buyer may re-negotiate the responsibilities of this agreement and these new responsibilities must be accepted by Burnette in order for Apogee to sell the CREATURE KEEPER.

SECTION 5

Warranties and Liability

- 5.1 The parties to this AGREEMENT warrant individually that each has the full power and authority to extend the rights and undertake the obligations which are set forth herein.
- 5.2 Each party agrees to indemnify, and to hold free and harmless, the other party and wholly owned subsidiaries or affiliates of the other party, from any claims by or liability to third parties with respect to personal injuries, death or property damage arising out of the

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activities of the indemnitor, its subsidiaries, or assigns under this AGREEMENT.

SECTION 6
Miscellaneous Provisions

- 6.1 Nothing herein is intended, nor does it create an employment, partnership or agency relationship between the parties. Nothing in this AGREEMENT shall preclude APOGEE from entering into any similar AGREEMENT with other parties for development of related or unrelated pet products nor refrain from entering into any similar AGREEMENT with other parties for development of unrelated products. BURNETTE shall be responsible for reporting and payment of all income and other tax responsibilities related to income received from this contract.
- 6.2 All notices given pursuant to this AGREEMENT shall be in writing and shall be considered given upon personal delivery, upon twenty-four (24) hours after sending by air courier or electronic means (e.g., fax) or upon seventy-two (72) hours after deposit in the U.S. Mail, certified mail return receipt requested, addressed to the appropriate party as specified below.
- 6.3 Neither party shall disclose to any third party the terms of this AGREEMENT except with the express permission of the other party.
- 6.4 BURNETTE shall not assign or transfer BURNETTE's rights or responsibilities set forth in this AGREEMENT without the prior written consent of APOGEE, which approval

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shall not be unreasonably withheld. In the event of Burnettes death or incapacitation, the contract will survive and be Burnette's rights will tranfered to her designated beneficiary.

- 6.5 Further Assurances. The parties hereto shall execute any additional instruments and shall perform any further acts which are or may become necessary to effectuate and carry out their intention as expressed herein.
- 6.6 Reasonableness. All consents, approvals, determinations, requirements, and other acts required by either party hereunder shall be subject to the standard of reasonableness under the circumstances, and no such consents, approvals, determinations, requirements, or other acts required by either party hereto shall be unreasonably withheld, delayed, or denied. All fees of attorneys for services to be rendered to one party thereto and to be paid by the other party hereto shall be reasonable.
- 6.7 A party's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of any such rights nor of any other rights.
- 6.8 This AGREEMENT represents the entire agreement between the parties as to the matters set forth and integrates all prior discussions and understanding between them. This AGREEMENT may only be modified by a written instrument signed by an authorized representative of both BURNETTE and APOGEE.

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- 6.9 In the event any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or ineffective, such provision shall be deemed to be severed from this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect.
- 6.10 Arbitration: In the event that any dispute relating to or arising from this AGREEMENT cannot be settled by the parties, they shall submit the dispute to an arbitrator selected in the following manner: Within twenty (20) days of receiving written demand for arbitration, each party involved in the dispute shall select an individual to represent him in the selection of the arbitrator. If the individuals selected by the parties cannot agree upon an impartial arbitrator within thirty (30) days from the date written demand for arbitration is filed, the arbitrator shall be selected by a Judge of the Superior Court of the State of Washington for Whatcom County upon three (3) days' notice. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, with any judgment upon an award entered in the Superior Court of the State of Washington for Whatcom County.
- 6.11 The laws of the State of Washington shall govern this AGREEMENT and any ancillary agreements between the parties hereto. Venue for any action commenced to resolve any dispute arising under or related to this AGREEMENT or any ancillary agreements between the parties hereto shall be in the Superior Court of the State of Washington for Whatcom County.

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BURNETTE:

Lesley Burnette
Lesley Burnette

Date 4/8/97

APOGEE:

By: *ZML*

Its: _____

Date: 2/20/98

Oct-01-02 10:42A

ASSIGNMENT

WHEREAS, we, ERIC W. HEILBORN, 2216 I Street, Bellingham, Washington 98225, and MICHAEL BLAIN, 1197 Donovan Avenue, Bellingham, Washington 98225 (hereinafter referred to as "ASSIGNORS") are the inventors named in a U.S. Patent Application filed on _____ (authority here being given to insert in this Assignment the filing date of said application), and bearing Serial Number _____ (authority here being given to insert in this Assignment the serial number of said application) for Letters Patent of the United States entitled: **DISPLAY ENVIRONMENT FOR REPTILES AND OTHER PETS.**

WHEREAS, APOGEE INDUSTRIES INC., hereinafter referred to as "ASSIGNEE", a company organized under the laws of Washington, having its principal place of business at 177 Telegraph Road, Suite 584, Bellingham, Washington 98226, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, division, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNER and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and, we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a

02-01-02 10:43A

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signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNORS; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Bellingham, Washington, this 1st day of May, 1996.

Name: ERIC W. HEILBORN
Address: 2216 r Street
Bellingham, WA 98225

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 1st day of May, 1996, personally appeared before me ERIC W. HEILBORN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



NOTARY PUBLIC in and for the
State of Washington
residing at

-3-

Executed at Bellingham, Washington, this 1st day of May, 1996.

[Signature]
Name: MICHAEL BLAIN
Address: 1108 Donovan Avenue
Bellingham, WA 98225

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 1st day of May, 1996, personally appeared before me MICHAEL BLAIN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]
NOTARY PUBLIC in and for the
State of Washington
residing at: [Address]
My Commission Expires:

Reptarium Inventory

RAW MATERIALS

Item No.	Description	Unit of Measure	Bellingham	Kentucky
			Physical Count	Physical Count
Display Boxes for Soft Trays				
BX-CS-S	CLAM SHELL BOXES-SMALL	EACH	5,945	
BX-CS-L	CLAM SHELL BOXES-LARGE	EACH	6,600	
Master Pack Boxes for Soft Trays				
BX-RP-ST	REPT SOFTTRAY BOXES	BOX	2,900	1,050
Master Pack Boxes for Reptarium				
BX-REPT-38C	REPTARIUM 38 COMPLETE BOXES	BOX		105
BX-REPT-65C	REPTARIUM 65 COMPLETE BOXES	BOX		595
Display Boxes for Reptarium				
BX-RP-SM	REPT CAGE LITHO BOX-SMALL	BOX	2,552	
BX-RP-LG	REPT CAGE LITHO BOX-LARGE	BOX	157	
Decoration Clips				
RP-CLIPS	REPTARIUM CLIPS	EACH	37,250	
Soft Trays				
R100F-ST	100 GAL FLAT SOFTTRAY	EACH		
R175L-ST	175 GAL LONG SOFTTRAY	EACH		
R22L-ST	22 GAL LONG SOFTTRAY	EACH	230	72
R22T-ST	22 GAL TALL SOFTTRAY	EACH		
R260L-ST	260 GAL LONG SOFT TRAY	EACH		
R260T-ST	260T & 175T SOFTTRAY	EACH	181	
R38L-ST	38 GAL LONG SOFTTRAY	EACH	301	
R38T-ST	38 GAL TALL SOFTTRAY	EACH	251	
R65F-ST	65 GAL FLAT SOFTTRAY	EACH	-	
R65T-ST	65T, 100T & 38L SOFTTRAY	EACH	506	
			2,122	

Injection Molded Elbows

R-ELB3	REPATARIUM 3 WAY ELBOWS	EACH	15,352
R-ELB4	REPATRIUM 4 WAY ELBOWS	EACH	6,724

Mesh Fabric

R-MESH	REPTARIUM MESH	YARDS	2,850
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Pre-Cut Tubing

R-TB11.25	REPT TUBING 11.25"	EACH	25,616
R-TB14.5	REPT TUBING 14.5"	EACH	30,000
R-TB22.875	REPT TUBING 22.875"	EACH	1,395
R-TB25.375	REPT TUBING 25.375"	EACH	6,426
R-TB27	REPT TUBING 27"	EACH	4,027
R-TB27.75	REPT TUBING 27.75"	EACH	20,000
R-TB33.5	REPT TUBING 33.5"	EACH	3,000

WIP

Item No.	Description	Unit of Measure	Bellingham Physical Count	Kentucky Physical Count
Cut Fabric in panels				
CM-RP-MS-100L	CUT REPT 100 MESH 30X48 LONG	EACH	75	
CM-RP-MS-100F	CUT REPT 100 MESH 18X30 SHORT	EACH	75	
CM-RP-MS-38L	CUT REPT 38 MESH 16.5X30 LONG	EACH	90	
CM-RP-MS-38S	CUT REPT 38 MESH 16.5X16.5 SH	EACH	90	
CM-RP-MS-65L	CUT REPT 65 MESH 30X28 LONG	EACH	44	
CM-RP-MS-65S	CUT REPT 65 MESH 16.5X30 SHORT	EACH	44	
O-REPT-100	REPATARIUM 100 GAL COVER	EACH	167	
O-REPT-175	REPATARIUM 175 GAL COVER	EACH	76	
O-REPT-22	REPATARIUM 22 GAL COVER	EACH	94	7
O-REPT-260	REPATARIUM 260 GAL COVER	EACH	37	
O-REPT-38	REPATARIUM 38 GAL COVER	EACH	27	

O-REPT-65

REPTARIUM 65 GAL COVER

EACH

125

Finished Goods

Bellingham Kentucky

Item No.	Description	Unit of Measure	Physical Count	Physical Count
Finished Product				
RP-ST100F	SOFT TRAY 100 GAL - FLAT	EACH	28	316
RP-ST100T	SOFT TRAY 100 GAL - TALL	EACH	119	283
RP-ST175L	SOFT TRAY 175 GAL - LONG	EACH	0	292
RP-ST175T	SOFT TRAY 175 GAL - TALL	EACH	85	235
RP-ST22L	SOFT TRAY 22 GAL - LONG	EACH	910	89
RP-ST22T	SOFT TRAY 22 GAL - TALL	EACH	342	140
RP-ST260L	SOFT TRAY 260 GAL - LONG	EACH	82	160
RP-ST260T	SOFT TRAY 260 GAL - TALL	EACH	521	217
RP-ST38L	SOFT TRAY 38 GAL - LONG	EACH	-	223
RP-ST38T	SOFT TRAY 38 GAL - TALL	EACH	660	143
RP-ST65F	SOFT TRAY 65 GAL - FLAT	EACH	591	236
RP-ST65L	SOFT TRAY 65 GAL - LONG	EACH	57	74
RP-100BSC	100 GALLON BASIC	EACH	-	131
RP-175BSC	175 GALLON BASIC	EACH	-	32
RP-22BSC	22 GALLON BASIC	EACH	-	70

Int. Cl.: 21

Prior U.S. Cls.: 2, 13, 23, 29, 30, 33, 40 and 50

Reg. No. 2,140,147

United States Patent and Trademark Office

Registered Mar. 3, 1998

**TRADEMARK
PRINCIPAL REGISTER**

REPTARIUM

APOGEE ENTERPRISES INC. (WASHINGTON
CORPORATION)
177 TELEGRAPH ROAD, SUITE 584
BELLINGHAM, WA 98226

FIRST USE 6-20-1996; IN COMMERCE
6-20-1996.

SER. NO. 75-135,778, FILED 7-18-1996.

FOR: PET CAGES, IN CLASS 21 (U.S. CLS. 2,
13, 23, 29, 30, 33, 40 AND 50).

JASON TURNER, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

Reg. No. 2,179,141

United States Patent and Trademark Office

Registered Aug. 4, 1998

**TRADEMARK
PRINCIPAL REGISTER**

TERRAFORM

APOGEE ENTERPRISES INC. (WASHINGTON CORPORATION)
177 TELEGRAPH ROAD, SUITE 584
BELLINGHAM, WA 98226 APOGEE ENTERPRISES INC. (WASHINGTON CORPORATION)

177 TELEGRAPH ROAD, SUITE 584
BELLINGHAM, WA 98226

FOR: PET VIVARIUMS AND COMPONENTS AND ACCESSORIES THEREFOR, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).
FIRST USE 6-15-1997; IN COMMERCE 11-15-1997.

SN 75-133,014. FILED 7-12-1996.

AMOS T. MATTHEWS, JR., EXAMINING ATTORNEY