

1/9/04

01-13-2004



102643705

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying part(ies):

Bromar, Inc.

- Individual(s)
- General Partnership
- Corporation-State of California
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  YES  NO

2. Name and address of receiving party(ies)

Name: **Gulf Lite & Wizard, Inc.**

Street Address: 2605 Nonconnah Blvd., #100  
Memphis, Tennessee 38132

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Tennessee
- 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
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: 03/31/99

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

A. Trademark application No.(s)

B. Trademark Registration No.(s)

1,396,382

Additional numbers attached?  YES  NO

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

**George M. Thomas**  
**Thomas, Kayden, Horstemeyer & Risley, L.L.P.**  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339

6. Total number of applications/registrations involved: [1]

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

- Enclosed
- Authorized to be charged to credit card

8. Deposit Account Number:

20-0778  
(Attach duplicate copy of this page if paying by Deposit Account)

01/12/2004 LUWELLER 00000143 1396382

01 FC:0521

40.00 DP

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.

George M. Thomas

1/7/04

Typed Name

Signature

Date

Docket #: 11325-3690

Total number of pages including cover sheet, attachments, and document: [18]

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office, P.O. Box 1450  
Alexandria, VA 22313-1450

**DECLARATION REGARDING**  
**ASSET PURCHASE AGREEMENT OF**  
**TRADEMARK PAROWAX**  
**REGISTRATION NO. 1,396,382**


I, Robert G. Carey, make the following statements:

1. I have been an employee of Royal Oak Sales, Inc., a Delaware Corporation, and its predecessor companies, including Gulf Lite & Wizard, Inc. a Tennessee Corporation and Royal Oak Sales, Inc. a Tennessee Corporation and the successor companies continuously from prior to the year 1999. I am Vice President and Assistant Secretary of Royal Oak Sales, Inc., a Delaware Corporation,
2. On or about March 31, 1999 Gulf Lite & Wizard, Inc. entered into an Asset Purchase Agreement with Bromar, Inc., a California Corporation, by which Gulf Lite and Wizard, Inc. purchased the trademark PAROWAX, Registration 1,396,382, and the assets associated with said mark, including the good will associated with the said mark as described in the Agreement.
3. I have searched and requested others to search the records of Royal Oak Sales, Inc. for an executed copy of the said Asset Purchase Agreement and it has not been found. I remember that authorized representatives of both Gulf Lite & Wizard, Inc. and Bromar, Inc. signed the original of the Asset Purchase Agreement on or about March 31, 1999.
4. Attached hereto as **Attachment 1** is an unsigned draft of the Asset Purchase Agreement described above. The Asset Purchase Agreement that was signed by the parties was essentially the same as the attached draft. Paragraph 1 and Exhibits A and B of **Attachment 1** were not changed in the executed agreement.

5. Upon the time of the execution of the Asset Purchase Agreement, Gulf Lite & Wizard, Inc. began to produce household wax under the mark PAROWAX and the production of the wax has continued by the successor companies.
  
6. On April 7, 1999, after the Asset Purchase Agreement was signed by the representatives of the parties, Gulf Lite & Wizard, Inc. changed its name to Royal Oak Sales, Inc., a Tennessee Corporation.

The undersigned 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 application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

ROYAL OAK SALES, INC.

By:   
Robert G. Carey  
Vice President/Assistant Secretary

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of March, 1999, between BROMAR, INC., a California corporation (hereinafter referred to as "Seller"), and GULF LITE & WIZARD, INC., a Tennessee corporation (hereinafter referred to as the "Buyer").

### W I T N E S S E T H:

WHEREAS, Seller presently owns and operates a wax packaging business which is operated under the name "Parowax" (the "Business"); and

WHEREAS, Buyer wishes to purchase, and Seller desires to sell, certain of Seller's assets relating to Seller's Business;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Purchase of Assets. Subject to the terms and conditions of this Agreement, Buyer, in reliance upon the representations and warranties of Seller herein made and in the exhibits annexed hereto, will at the Closing (hereinafter defined), acquire from Seller, and Seller, in reliance upon the representations and warranties of Buyer herein made and in the exhibits annexed hereto, will at the Closing transfer and convey to Buyer, with the exceptions set forth herein and in the schedules annexed hereto, those assets, properties and rights of Seller relating to the Business presently conducted by Seller that are identified and described on Exhibit A "Assets" annexed hereto and incorporated by reference herein. All the assets, property and rights of Seller to be transferred to Buyer pursuant to this Agreement are sometimes hereafter collectively referred to as the "Assets". Other than the Assets, Buyer is not acquiring any other assets, properties or rights of Seller of any kind.

2. Encumbrances. The sale and transfer of the Assets shall, at the time of Closing, be free and clear of all obligations, security interests, liens and encumbrances whatsoever.

3. Purchase Price.

(a) The total Purchase Price to be paid for the Assets hereunder and for the Covenant Not To Compete set forth in Paragraph 14 of this Agreement shall be Two Hundred Twenty Five Thousand (\$225,000) Dollars payable at the time of Closing, by delivery to Seller of \$225,000 by bank cashier's check or wire transfer made to the order of Seller.

4. Allocation of Purchase Price. The Purchase Price hereunder shall be allocated as set forth in Exhibit D annexed hereto and incorporated by reference herein.

5. Liabilities. Seller acknowledges that Buyer is acquiring Seller's Assets hereunder without any assumption of Seller's liabilities except for the obligation to pay the cost of any inventory in transit on the date of Closing which are identified on a schedule (to which purchase orders are attached) prepared and certified by Seller and provided to Buyer prior to Closing. Seller covenants as follows:

(a) that Seller has or will fully and timely satisfy all present liabilities to creditors relating to the Business through the date of Closing; and

(b) that all federal and state income and other taxes which relate to the Business through the date of Closing have been or will be paid or fully provided for by Seller, and that there is no pending tax claim or dispute on taxes which result in a lien against Seller's Assets.

6. Closing. The closing (the "Closing") for the consummation of the transactions contemplated by this Agreement will take place at such offices as may be mutually agreed by the parties hereto on March 31, 1999, at 10:00 a.m.

7. Operation of Business Prior to Closing. Seller covenants, represents, and warrants in favor of Buyer that pending completion of the Closing, unless otherwise agreed to by the Buyer in writing:

(a) Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business.

(b) Seller shall not engage in any action or fail to act where the result is likely to interfere with completion of the transactions contemplated herein.

(c) Seller shall not amend, modify, or terminate any agreement relating to the Business to which it is a party, except in the ordinary course of business or as it pertains to Bork International, Inc.

(d) Seller shall use its best efforts to preserve the business organization and all records thereof in good order, and shall use its best efforts to preserve for the Buyer the relationships with suppliers, customers and others having business relationships with the Seller.

(e) Seller shall give Buyer prompt notice of any and all events prior to Closing which materially relate to any term of this Paragraph 7.

8. Purchase of Inventory. At Closing, Buyer agrees to purchase from Seller the Seller's then existing inventory of raw wax, finished goods, and packaging materials (collectively, "Inventory") at a price equal to the Seller's cost verified by written invoices delivered to Buyer. A physical count of the Seller's Inventory shall be taken by Buyer as of the close of the business day immediately preceding the date of the Closing and shall be valued at Seller's verified invoice cost. Buyer also agrees to assume Seller's verified purchase orders for raw wax and packaging materials that are outstanding as of Closing. Prior to Closing, Seller shall provide Buyer with a list of all outstanding purchase orders, together with all supporting documentation relating to same. The total value of the Inventory so determined shall be payable at the time of Closing, by delivery to Seller of a bank cashier's check or wire transfer made to the order of Seller. Seller shall make available the Inventory to Buyer for pick up at Closing, or thereafter as may be necessary for Buyer to take possession of all items of Inventory received pursuant to outstanding purchase orders.

9. Access and Information. Seller shall give to Buyer, Buyer's accountants, counsel and other representatives, during normal business hours from the date hereof to Closing, access to books, records, contracts and commitments of the Seller (other than Seller's minute book and stock records) which relate to the Business and shall furnish the Buyer during such period with information concerning the Seller's affairs relating to the Business as the Buyer may reasonably request. Such information shall be kept confidential by Buyer and its agents until the sale is closed. Pending Closing, Buyer shall have the right, at Buyer's sole expense, to have two representatives on Seller's premises during normal hours of operation, provided, however, such representatives shall not interfere with the usual conduct of the Business and Buyer shall not permit such representatives to reveal to Seller's employees the existence of this Agreement or of any of its terms and conditions.

10. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California with full corporate power and authority to carry on the operations of the Business, to own or lease the properties owned by it, and to enter into and perform its obligations under this Agreement.

(b) Authority. With respect to this Agreement and any other agreements, instruments and documents to be executed and delivered by the Seller pursuant to this Agreement, the Seller has the power and authority to execute and deliver this Agreement and such other agreements, instruments and documents; to consummate the transactions contemplated by the Agreement; and to otherwise comply with or perform Seller's obligations under this Agreement. The execution, delivery, and performance by the Seller of this Agreement and such other documents will have been duly authorized by any necessary action on the part of the Seller and will not (i) constitute a violation of, conflict with or constitute a default under any term or

provision of the Articles of Incorporation or the Bylaws of the Seller, (ii) conflict with, result in the breach of or constitute a default under any contract, instrument, agreement or other documents of whatever kind or nature to which the Seller is a party or by which the Seller may be bound or affected (iii) constitute a violation of any statute, ordinance, judgment, order, decree, regulation or rule of any court, governmental authority or arbitrator applicable or relating to the Assets or the Business of the Seller or (iv) result in the creation of any lien, charge or encumbrance upon any of the Assets of the Seller pursuant to any of the foregoing.

(c) Compliance with Law. Seller has received no written notice of and has no knowledge of any material violations of any laws, ordinances, rules, regulations, or orders relating to the Assets, and has no notice or knowledge of any condition or matter pertaining to the Business or Assets that would adversely affect Buyer's title to, possession of, or intended use of and enjoyment of the Assets.

(d) Title and Condition of Assets. Seller owns and has good and marketable title to the Assets being transferred to Buyer, free and clear of any and all liens, encumbrances, or other imperfections in title. The Assets are subject to no mortgage, deed to secure debt, pledge, lien, security interest, restriction, encumbrance, lease, rental or charge or claim. Seller shall, simultaneously with Closing, pay all amounts due and owing on such Assets and all such liens and encumbrances shall be released, canceled and removed. There has not been nor will there be any material change in the condition of any of the Assets to be transferred hereunder from the date of the execution of this Agreement, until the Closing.

(e) Intangible Property. Exhibit B annexed hereto and incorporated by reference herein contains a description, with respect to Seller's Business, of (i) all material trademarks, trademark registrations, applications for trademark registrations, trade names and copyrights that the Seller owns or in which it has any proprietary interest, (ii) all license agreements with respect to any of the foregoing as to which Seller is a licensor or licensee, and (iii) the nature of the trade secrets owned by the Seller. No trademarks, trade names, trade secrets or copyrights not described in Exhibit B are used by Seller in connection with the conduct of the Business as presently conducted by the Seller. There are no pending or, to the best knowledge of Seller, threatened claims against the Seller by any person to any of the items, or their use, listed on Exhibit B pursuant to this subparagraph 10(e) or infringements on the rights of any person, and, to the best knowledge of Seller, no valid basis for any such claim.

(f) Inventory. The Seller is not under any material liability or obligation with respect to the return of inventory or merchandise in the possession of wholesalers, distributors, retailers, or other customers.

(g) Customers. Exhibit C annexed hereto and incorporated by reference herein sets forth a true and accurate list of all of the customers of the Business reflecting the names, shipping addresses, and the sales prices charged to each customer during the preceding two fiscal years. Seller is unaware of any loss or threatened loss of any material customer of the Business.

(h) Documents of Title. The bills of sale, assignments and other instruments to be delivered to Buyer will, upon due execution and delivery, convey, transfer, or assign all of Seller's right, title and interest in and to the Assets to be conveyed, transferred or assigned to Buyer in accordance with the terms and conditions of this Agreement.

(i) Litigation. Seller knows of no basis for, and, is not a party to, engaged in, or, to the knowledge of Seller, threatened with any claim, controversy, legal action or other proceeding, whether or not before any court, judicial authority or administrative agency, any adverse determination of which might materially affect the Assets or Seller's ownership, use or possession of any of the Assets. Seller further represents that there is no outstanding judgment, decree or order against Seller which affects the Assets in any way.

(j) Representations and Warranties. No representation or warranty by Seller in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Seller in this Agreement and any documents provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date.

(k) Brokers. Seller warrants and represents that it has not employed a business broker, property broker, or agent in connection with the transaction contemplated herein.

(l) Effect of Agreement. The terms and conditions of this Agreement and all other instruments and agreements to be delivered by Seller to Buyer pursuant to the terms of this Agreement are valid, binding and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors. Seller, by its signature below, as consideration and as an inducement to Buyer to enter into this Agreement, agrees to indemnify and hold harmless the Buyer against any and all claims, loss, damage, or liability including, but not limited to, reasonable attorney's fees and the cost of defending such claims, that may arise as a result of a material failure of any of the within and foregoing representations. Notwithstanding any provision herein to the contrary, Seller's total liability for indemnification hereunder to Buyer shall not exceed \$225,000.

11. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Tennessee, and is entitled to own or lease its properties and to carry on the business as and in the places where such properties are now owned, leased, or operated and the business is now conducted and to enter into and perform its obligations under this Agreement.



(b) Authority. With respect to this Agreement and any other agreements, instruments and documents to be executed and delivered by the Buyer pursuant to this Agreement, the Buyer has the power and authority to execute and deliver this Agreement and such other agreements, instruments and documents; to consummate the transactions contemplated by the Agreement; and to otherwise comply with or perform Buyer's obligations under this Agreement. The execution, delivery, and performance by the Buyer of this Agreement and such other documents will have been duly authorized by any necessary action on the part of the Buyer and will not (i) constitute a violation of, conflict with or constitute a default under any term or provision of the Articles of Incorporation or the Bylaws of the Buyer, (ii) conflict with, result in the breach of or constitute a default under any contract, instrument, agreement or other documents of whatever kind or nature to which the Buyer is a party or by which the Buyer may be bound or affected (iii) constitute a violation of any statute, ordinance, judgment, order, decree, regulation or rule of any court, governmental authority or arbitrator applicable or relating to the assets or the business of the Buyer or (iv) result in the creation of any lien, charge or encumbrance upon any of the assets of the Buyer pursuant to any of the foregoing.

(c) Brokers. Buyer warrants and represents that it has not employed a business broker, property broker, or agent in connection with the transaction contemplated herein.

(d) Representations and Warranties. No representation or warranty by Buyer in this Agreement or any documents provided hereunder contains or will contain any untrue statements or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Buyer in this Agreement and any documents provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date.

(e) Effect of Agreement. The terms and conditions of this Agreement and all other instruments and agreements to be delivered by Buyer to Seller pursuant to the terms of this Agreement are valid, binding and enforceable against Buyer in accordance with their terms, subject only to the applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors. Buyer agrees to indemnify and hold harmless the Seller against any and all claims, loss, damage, or liability including, but not limited to, reasonable attorney's fees and the cost of such claims, that may arise as a result of a material failure of any of the within and foregoing representations.

## 12. Covenant Not To Compete.

(a) By their signatures below, and in consideration of Buyer's agreement to purchase the Assets, Seller and Marketing Specialists Sales Company, the parent corporation of Seller ("Parent"), agree that for a period of two years following Closing, neither Seller or Parent: (i) will directly or indirectly, solicit, divert or appropriate to any Competing Business (as hereinafter defined), directly or indirectly, on Seller's or Parent's behalf, or on behalf of any Competing Business, or attempt to solicit, divert or appropriate to any such Competing Business,

any person or entity (or any agent or representative thereof) within the Area (as hereinafter defined) who was a customer of the Seller's Business at any time during the twelve months preceding the Closing and with whom Seller or Buyer had contact during such period for the purpose of providing services substantially similar to those previously performed by Seller as part of the Business to such person or entity; (ii) employ or attempt to employ or assist anyone else in employing as a manager or executive employee in any Competing Business within the Area any managerial or executive employee of the Buyer; (iii) engage in, render any services to or be employed by any Competing Business in the Area in any capacity provided, such Competing Business is in actual competition with Buyer and only to the extent such Competing Business sells products identical or substantially equivalent to those of the Business being acquired by Buyer under the Agreement; and (iv) engage directly or indirectly in any manner in a Competing Business. For purposes of this Paragraph 12, the term (a) "Area" means the United States, (b) "Competing Business" means any business engaged in the manufacture and sale (at the wholesale or retail levels), or distribution, of raw wax, wax packaging materials, or packaged wax, other than any such business owned by Buyer. It is expressly understood and agreed by the parties that nothing herein shall prohibit or restrict Seller's or Parent's ability to represent manufacturers and principals in the ordinary course of their food brokerage business and to provide it sales and marketing services to their manufacturers, principals and customers (including retailers and wholesalers).

(b) Injunction. Seller and Parent acknowledge that Buyer is relying on the covenants contained in this Paragraph 12 as part of the consideration for its agreement to consummate the transactions contemplated herein, that irreparable loss and injury would result to the Buyer upon the breach of any of the covenants contained herein, and that damages arising out of such breach would be difficult to ascertain. Seller and Parent hereby agree that, in addition to all other remedies provided at law or at equity, the Buyer may petition and obtain from a court of law or equity both temporary and permanent injunctive relief to prevent a breach by Seller or Parent of any covenant contained in this Paragraph 12.

(c) Acknowledgments. Seller and Parent acknowledge and agree that (i) the covenants contained in this Paragraph 12 herein are necessary to protect the value of the Assets for which Buyer is paying substantial value; (ii) Buyer is purchasing the Assets of Seller in reliance on such covenants in view of the unique and essential nature of the services performed by Seller and the irreparable injury that would befall the Buyer should Seller or Parent breach such covenants; (iii) the types and periods of restrictions imposed by the covenants in this Paragraph 12 are fair and reasonable; (iv) the Business of Seller, which will be continued by Buyer, has been actively conducted in and throughout the United States and Seller's customers are located throughout the United States.

13. Payment of Transfer Taxes and Expenses. Buyer shall pay all personal property transfer taxes which may be applicable to the sale of the Assets. Each party shall pay its own attorneys' Fees.

14. Covenants to Survive Closing. All covenants, agreements, indemnifications, representations and warranties made herein and in any certificates delivered pursuant to this Agreement shall be deemed material and to have been relied upon by the Buyer and Seller notwithstanding any investigation heretofore or hereafter made by or authorized by the Buyer or the Seller, and such shall survive the Closing and any passing of title to the Assets.

15. Amendments. This Agreement cannot be amended or terminated except by a writing signed by all the parties hereto and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the proper party.

16. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof.

17. Notices. Any notices made pursuant to this Agreement shall be considered made if sent via a nationally recognized overnight courier service or mailed by certified mail, return receipt requested, addressed as follows:

If to Seller:                   Bromar, Inc.  
  c/o Marketing Specialists Sales Company  
  17855 North Dallas Parkway  
  Suite 200  
  Dallas, Texas 75287  
  Attn: Brian Healy, CFO  
  Fax: (972) 349-6442

with a copy to:               Marketing Specialists Sales Company  
  17855 North Dallas Parkway  
  Suite 200  
  Dallas, Texas 75287  
  Attn: Nancy Jagielski, Esq.  
  Fax: (972) 349-6448

If to Buyer:                   Gulf Lite & Wizard, Inc.  
  2605 Nonconnah Blvd.  
  #100  
  Memphis, TN 38132  
  Attn: Mark Hatgas  
  Fax: (901) 395-0131

with a copy to: James F. Tenney, Esquire  
Merritt & Tenney  
200 Galleria Parkway, N.W.  
Suite 500  
Atlanta, Georgia 30339

18. Binding on Assigns. The provisions of this Agreement shall be binding on, inure to the benefit of, and apply to the respective successors and assigns of the parties hereto.

19. Conditions to Seller's Obligations. The obligations of Seller to complete the Closing hereunder are, at Seller's option, subject to the following conditions:

(a) All representations and warranties by Buyer contained in this Agreement shall be true in all material respects as of and at the Closing.

(b) Buyer shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Buyer on or before the Closing with the same effect as if said representations and warranties had been made on or as of Closing, except as otherwise contemplated or specifically permitted by the terms of this Agreement.

20. Conditions to Buyer's Obligations. The obligations of Buyer to complete the Closing under this Agreement are, at Buyer's option, subject to fulfillment by Seller of each of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects as of and at the Closing date with the same effect as if said representations and warranties had been made on and as of Closing, except as otherwise contemplated or specifically permitted by the terms of this Agreement.

(b) Seller shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Seller on or before the Closing date.

(c) Seller shall have delivered to Buyer all of Seller's orders in process.

(d) Seller shall have delivered to Buyer such other instruments and documents as Buyer shall reasonably request for the purpose of further perfecting the title of Buyer in Seller's Assets.

(e) Buyer shall have received at Closing an original of a Co-Packing Agreement, duly executed, between Wax Specialties, Inc., Butch Brock and Buyer containing terms acceptable to Buyer and which will become effective as of the date of Closing.

21. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

22. Time. Time is of the essence of this Agreement.

23. Interpretation. The captions and headings throughout this Agreement are for convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement, nor in any way affect this Agreement. This Agreement may be executed in multiple counterparts but shall be one agreement.

24. Confidentiality. Buyer, the Affected, Parent, and Seller shall keep the existence of this Agreement, including the contents hereof, confidential at all times. Disclosure of this Agreement may be made only to Buyer's or Seller's directors, officers, agents and representatives; provided, however, that all persons to whom such disclosure is made shall be advised that this Agreement and its contents is confidential and that disclosure to such persons is only on the condition that they agree to keep this Agreement and its contents confidential. Notwithstanding the foregoing, there shall be no restriction on disclosure when required by law, and if and to the extent any such information becomes publicly available.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its or his behalf as of the day and year first above written.

SELLER:

BROMAR, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

BUYER:

GULF LITE & WIZARD, INC.

By:

\_\_\_\_\_  
Mark Hatgas, President

## EXHIBIT A

### ASSETS

All of Seller's trademarks, trademark registrations, applications for trademark registrations, trade names and copyrights that Seller owns or in which it has any proprietary interest used in the Business, all license agreements with respect to any of the foregoing as to which Seller is a licensor or licensee, and the nature of the trade secrets owned by the Seller, all permits, all packaging artwork, and other intangibles used related to the operation of the Business, including but not limited to those items identified on Exhibit B.

All of Seller's customer lists including sales prices and ship to addresses for each customer as set forth on Exhibit C.

EXHIBIT B

INTANGIBLES

1. Trademark "Parowax", United States Patent and Trademark Office Reg. No. 1,396,382, registered June 10, 1986, Class 4

2. \_\_\_\_\_

3. \_\_\_\_\_



EXHIBIT C  
CUSTOMERS

EXHIBIT D

ALLOCATION OF PURCHASE PRICE

Trademarks, trade names and other assets identified on Exhibit B	\$130,000
Customer Lists identified on Exhibit C	\$ 50,000
Covenant Not To Compete pursuant to Paragraph 12	<u>\$ 45,000</u>
Total	<u>\$ 225,000</u>