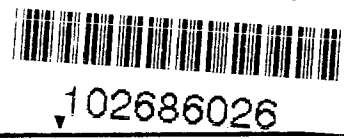


3/3/04

03-05-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): APACHE PRODUCTS COMPANY

2. Name and address of receiving party(ies) Name: DYPLAST PRODUCTS, LLC Internal Address: Street Address: 12501 NW 38th AVENUE City: MIAMI State: FL Zip: 33054

3. Nature of conveyance: Acquisition Merger Security Agreement Change of Name Other ACQUISITION Execution Date: 10/01/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 73/020070 B. Trademark Registration No.(s) 1017430

5. Name and address of party to whom correspondence concerning document should be mailed: Name: LINK SOLUTIONS GROUP Internal Address: Attn: G. SANDEN gsanden@linksg.com Street Address: 145 CHURCH ST. STE 220 City: MARIETTA State: GA Zip: 30060

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 140.00 Enclosed CREDIT CARD PAYMENT FORM = PAGE #3 Authorized to be charged to deposit account 8. Deposit account number:

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. GARY A. SANDEN Name of Person Signing Signature Date 02/27/2004

03/04/2004 LMUELLER 00000126 73020070 40.00 DP 100.00 DP

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

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TRADEMARK REEL: 002922 FRAME: 0460

ITEM #4 CONTINUATION

TRADEMARK  
APPLICATION NO.

TRADEMARK  
REGISTRATION NO.

74/141398

1120517

74/317251

1815920

73/414748

1275183

74/608923

1935573

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## BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS** that **Apache Products Company** ("Seller"), in consideration of the payment set forth in the Asset Purchase Agreement, dated July 29, 2003 as amended as of October 1, 2003, received from **Dyplast Products, LLC** ("Buyer"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Buyer the following goods and chattels: as set forth on Exhibit A (the "Property").

To have and to hold the same unto Buyer and its assigns forever.

Seller warrants and represents to Buyer that the title conveyed is good, its transfer is rightful, and the Property is delivered free from any security interest or other lien or encumbrance.

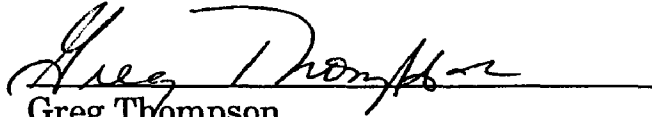
Seller, for Seller and for Seller's assigns, covenants and agrees with Buyer to warrant and defend title to the Property hereby sold unto the Buyer and its assigns against all and every person and persons whomsoever.

**This Bill of Sale is expressly governed by and granted subject to the terms of that Asset Purchase Agreement dated July 29, 2003 as amended as of October 1, 2003 between Seller and Buyer.**

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Page 4 of 18*

**IN WITNESS WHEREOF**, Seller has hereunto executed and delivered this Bill of Sale this 6th day of October, 2003.

**APACHE PRODUCTS COMPANY**

A handwritten signature in cursive script, appearing to read "Greg Thompson", is written over a horizontal line.

Greg Thompson,  
Vice President and Chief Financial  
Officer

# 1232115\_v3

---

**ASSET PURCHASE AGREEMENT**

**by and among**

**APACHE PRODUCTS COMPANY**

**and**

**JASPER CORP.**  
**(or a newly formed entity**  
**majority owned or controlled by Jasper Corp.)**

**Dated as of July 29, 2003**

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**TRADEMARK**

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**REEL: 002922 FRAME: 0464**

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## EXHIBITS

- Exhibit A – Acquired Assets
- Exhibit B – Excluded Assets
- Exhibit C – Assumed Rights
- Exhibit D – Bill of Sale
- Exhibit E – Bidding Procedures Order
- Exhibit F – Sales Order
- Exhibit G – Purchase Order
- Exhibit H – Intellectual Property License Agreement



# ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of July 29, 2003 (the "**Agreement**"), is made by and among Apache Products Company, a South Carolina corporation (the "**Seller**" or "**Debtor**"), and Jasper Corp., a Delaware corporation or a newly formed entity controlled by Jasper Corp. (the "**Purchaser**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article 9 of this Agreement.

WHEREAS, on October 22, 2002 (the "**Petition Date**"), the Debtor sought relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") by filing a case entitled In re Apache Products Company, case no. 02-20896-8P1 (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the Middle District of Florida (the "**Bankruptcy Court**");

WHEREAS, the Debtor intends to propose a Plan of Reorganization (the "**Plan**"), which will provide for the orderly liquidation of its assets;

WHEREAS, the Purchaser desires to purchase certain assets and properties of the Seller and the Seller desires to sell, convey, assign and transfer to the Purchaser, those certain assets and properties together with certain obligations and liabilities related thereto, all in the manner and subject to the terms and conditions set forth herein;

WHEREAS, Seller intends that the transactions contemplated by this Agreement shall occur pursuant to the Plan, and consummation of the transactions contemplated by this Agreement shall be subject to the entry by the Bankruptcy Court of a final order confirming the Plan; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

## ARTICLE 1. PURCHASE AND SALE OF ASSETS

### SECTION 1.01 *Acquired Assets.*

(a) *Acquired Assets.* On the terms and subject to the conditions precedent set forth in this Agreement, the Seller shall sell, assign, transfer, convey, and deliver (or cause to be sold, assigned, transferred, conveyed and delivered) to the Purchaser, and the Purchaser shall purchase and accept from the Seller, at the Closing all of the Seller's rights, title, and interests in, to and under all of the assets, property, rights and claims of the Seller as set forth on Exhibit A (the

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"**Acquired Assets**") free and clear of all Liens, but excluding other than assets, property, rights and claims set forth on Exhibit B (the "**Excluded Assets**").

(b) *Assumed Rights.* At the Closing the Seller shall assume and assign (or cause to be assigned) to the Purchaser, and the Purchaser shall accept from the Seller, all of the Seller's rights under and title and interest in all of Seller's executory contracts and unexpired leases listed on Exhibit C (collectively, the "**Assumed Rights**"). Any other executory contracts or leases not included as Assumed Rights are referred to herein as the "**Excluded Contracts.**"

SECTION 1.02 *Excluded Assets.* Notwithstanding the foregoing, the Purchaser expressly understands and agrees that the assets and properties of the Seller listed on Exhibit B under the heading "**Excluded Assets**" (as amended from time to time by Purchaser prior to Closing) shall be excluded from the Acquired Assets.

SECTION 1.03 *Cure and Reinstatement.* The Purchaser shall take all commercially reasonable steps, including paying all costs ordered by the Bankruptcy court with respect to the Assumed Rights and the Assumed Liabilities (the "**Cure Costs**") at the Closing or at such later date as approved by the Bankruptcy Court. Attached as Exhibit C is the Seller's good faith estimate of the Cure Costs as of the Closing Date. In the event the Cure Costs ordered by the Bankruptcy Court with respect to any executory contract or unexpired lease included in the Assumed Rights exceeds the amount set forth with respect to such executory contract or unexpired lease on Exhibit C, the Purchaser in its sole discretion may choose to remove such executory contract or unexpired lease, in which case such executory contract or unexpired lease shall not be included in the Assumed Rights for all purposes hereunder.

SECTION 1.04 *Assumed Liabilities.* On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume from the Seller and thereafter pay, perform or discharge when due (or cause to be paid, performed or discharged when due) in accordance with their terms all of Seller's liabilities and obligations arising or otherwise relating solely to any period on or after the Closing Date under the executory contracts and unexpired leases included in the Assumed Rights, the Permits included in the Assigned Assets, the accrued liabilities with respect to any Transferred Employees and the other liabilities expressly set forth on Exhibit C under the heading "**Assumed Liabilities.**" The liabilities set forth on Exhibit C under the heading "**Assumed Liabilities**" shall be assumed by the Purchaser only as expressly set forth on Exhibit C. The liabilities to be assumed pursuant to this Section 1.04 and Section 1.01(b) referred to herein as the "**Assumed Liabilities.**" Except as specifically set forth herein, in no event will the Purchaser be liable for any pre-Closing liability of the Seller.

SECTION 1.05 *Excluded Liabilities.* Notwithstanding any provision in this Agreement or any other writing or commitment (written or oral) to the contrary, the

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"**Transferred Employees**" has the meaning set forth in Section 5.05(c)(ii).

"**WARN Act**" has the meaning set forth in Section 3.21(b).

"**Warranties**" has the meaning set forth in Section 2.03(a).

**ARTICLE 10.  
TAX MATTERS**

SECTION 10.01 *Transfer Taxes.* The responsibility for paying all transfer, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes) and related fees (including any penalties, interest and additions to Taxes) (collectively, "**Transfer Taxes**") incurred in connection with this Agreement and the transactions contemplated hereby will be borne by the Purchaser.

SECTION 10.02 *Allocation of Taxes Among Acquired Assets.*

(a) The Purchaser and the Seller agree to use their commercially reasonable efforts to furnish or cause to be furnished to the other, upon request, as promptly as reasonably practicable, such information and assistance relating to the Acquired Assets, including, without limitation, access to books and records, as is reasonably necessary for the filing of all Tax Returns by the Purchaser or the Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax.

(b) The Seller shall be responsible for and shall promptly pay when due all Taxes levied with respect to the Acquired Assets attributable to the Pre-Closing Period.


SECTION 10.03 *Withholding Exemption.* The Seller shall deliver to the Purchaser at the Closing all necessary forms and certificates complying with applicable law, duly executed and acknowledged, certifying that the transactions contemplated hereby are exempt from withholding under Section 1445 of the Code.

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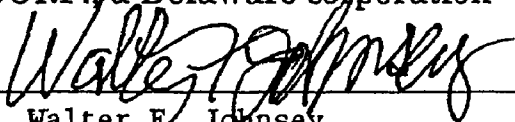
*Form 1594  
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IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

APACHE PRODUCTS CORPORATION, a  
South Carolina corporation

By:   
Name: Gil Aleman  
Title: President & CEO

JASPER CORP.) a Delaware corporation

By:   
Name: Walter F. Johnsey  
Title: President & CEO

TPA1 #1297079 v11

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TRADEMARK  
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**Exhibits and Schedules  
for**

**Asset Purchase Agreement  
by and among**

**Apache Products Company**

**and**

**Jasper Corp.**

**(including a newly formed entity  
majority owned or controlled by Jasper Corp.)**

**as of July 29, 2003**

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**Schedule 3.07(a)**

**Intellectual Property Owned by Seller**

- 1 Patent and Trademark Listing
- 2 Computer Software Listing
- 3 Code Approvals
- 4 Website/Domain Name

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3. TRADEMARK FILES

FILE

REMARKS

\*APC-TM258

Mark: APACHE and Design  
Appln. No.: 222,900; filed 07/08/1965  
Reg. No.: 825,582; registered 03/14/1967

2nd Renewal Due  
03/14/2007

\*APC-TM259

Mark: APACHE  
Appln. No.: 196,755; filed 06/30/1964  
Reg. No.: 787,415; registered 03/30/1965

2nd Renewal Due  
03/30/2005

APC-TM263

✓ Mark: MILLOX  
Appln. No.: 20,070; filed 04/29/1974  
Reg. No.: 1,017,430; registered 08/05/1975

2nd Renewal Due  
08/05/2005

APC-TM266

✓ Mark: PYROX  
Appln. No.: 141,398; filed 09/16/1977  
Reg. No.: 1,120,517; registered 06/19/1979

2nd Renewal Due  
06/19/2009

\*APC-TM274

Mark: APACHE and Design  
Appln. No.: 74/304,411; filed 08/13/1992  
Reg. No.: 1,835,444; registered 05/10/1994

Renewal Due  
05/10/2004

APC-TM275

✓ Mark: NAIL-LINE  
Appln. No.: 74/317,251; filed 09/23/1992  
Reg. No.: 1,815,920; registered 01/11/1994

Renewal Due  
01/11/2004

\*?APC-TM276

✓ Mark: DYPLAST  
Appln. No.: 414,748; filed 02/24/1983  
Reg. No.: 1,275,183; registered 04/24/1984

Renewal Due  
04/24/2004

\*APC-TM277.1

✓ Mark: ISOSHIELD  
Appln. No.: 74/608,923; filed 12/09/1994  
Reg. No.: 1,935,573; registered 11/14/1995

Renewal Due  
11/14/2005

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re

APACHE PRODUCTS COMPANY,

Debtor.

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Chapter 11

Case No. 02-20896-8P1

**ORDER APPROVING SALE OF OPA LOCKA ASSETS**

THIS MATTER came on for hearing on September 23, 2003 (the "Sale Hearing") to consider the Debtor's Motion for Authority to Sell Real and Personal Property Located in Opa Locka, Florida; to Assume and Assign Certain Executory Contracts and Leases; to Establish Procedures for the Submission of Higher and Better Offers; and to Schedule an Auction (the "Sale Motion"). At a hearing on August 19, 2003 (the "Initial Hearing"), the Court established procedures for the submission of higher and better offers and scheduled an auction (the "Auction"). The Sale Motion is now before the Court for approval of the sale of certain real and personal property of the debtor (the "Purchased Assets") to Jasper Corp. ("Jasper") or its assign, which at the time of this Order, is Dyplast Products LLC, (collectively, Jasper and its assign are the "Purchaser") and for authorization of the assumption and assignment of certain leases and contracts. The Court, after considering the Response and Objection by the Official Committee of Unsecured Creditors to

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TRADEMARK

REEL: 002922 FRAME: 0475

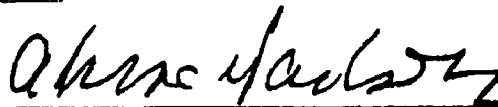


the Purchased Assets are exempt from any stamp tax or similar taxes under section 1146(c) of the Bankruptcy Code. Accordingly, the making, delivery, filing or recording of any deeds, assignments or other transfer documents (the "Transfer Instruments") with respect to the Purchased Assets, shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax, sales tax, excise tax, or similar taxes including, without limitation, any transfer or recordation tax applicable to deeds and/or security interest. All filing and recording officers are hereby authorized to accept for filing or recording, and to file or record immediately upon presentation thereof, the Transfer Instruments without payment of any such taxes.

31. The provisions of this Sale Order are nonseverable and mutually dependent.

32. Nothing in this Sale Order shall be construed as altering the Purchase Agreement or the obligations of the parties pursuant thereto.

So Ordered this 1 day of October, 2003.



Alexander L. Paskay  
United States Bankruptcy Judge

Copies to:  
W. Keith Fendrick

Mr. Fendrick is hereby directed to serve a conformed copy of this Order upon all creditors and interested parties required by the Bankruptcy Code immediately upon receipt and to file a Certificate of Service.