

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Correction to Assignment Reel/Frame 2003/0096 Asset Purchase Agr.
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K & W Acquisition Group, LLC		10/30/1999	Limited Liability Company: INDIANA

RECEIVING PARTY DATA	
Name:	CRC Industries, Inc.
Street Address:	885 Louis Drive
City:	Warminster
State/Country:	PENNSYLVANIA
Postal Code:	18974
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	781531	COPPER-COAT

CORRESPONDENCE DATA	
Fax Number:	(215)965-1210
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215/965-1247
Email:	dballantyne@akingump.com
Correspondent Name:	Akin Gump Strauss Hauer & Feld, LLC
Address Line 1:	2005 Market Street
Address Line 2:	One Commerce Sq., 22nd Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	200921-5006 (COPPER COAT)
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NAME OF SUBMITTER:	Jordan A. LaVine
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Total Attachments: 8
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Execution Version

ASSET PURCHASE AGREEMENT

By and Among

K&W ACQUISITION GROUP, LLC,

CRC INDUSTRIES, INC.,

JOHN M. GOODE, SR.

AND

JOHN M. GOODE, JR.

Dated as of October 30, 1999

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LIST OF SCHEDULES

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Schedule 1.1(h)	Permits
Schedule 1.1(k)	Certificates
Schedule 1.2(a)	Actual Costs of Inventory Part Numbers
Schedule 1.2(b)	Certain Inventory
Schedule 1.3(d)	Excluded Equipment and Machinery
Schedule 1.3(e)	Excluded Assets
Schedule 1.6	Allocation of Consideration
Schedule 2.4	States of Qualification; Location of Business and Assets
Schedule 2.7(a)	Financial Statements
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Schedule 2.18	Real Property
Schedule 2.19	Transactions with Related Parties
Schedule 2.20	Compensation Arrangements
Schedule 2.21	Labor Relations
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Schedule 2.24	Intellectual Property Rights
Schedule 2.25	Employee Benefit Plans
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Schedule 3.5	Consents
Schedule 3.6	Violation of Laws or Agreements
Schedule 5.1	Environmental Conditions
Schedule 6.4(a)(vi)	Discontinued Marketing Programs
Schedule 6.16	Inventory Build-Up

anticipated that inventory levels will be reduced through sales made in the ordinary course of business.

6.17 Employee Benefits. Seller and Members shall be solely responsible for any liability, claim or expense with respect to employment, termination of employment, compensation or employee benefits of any nature (including, but not limited to the benefits to be provided under the Benefit Plans) owed to any employee or former employee of Seller (or the beneficiary of any employee or former employee) that arises out of or relates to the employment relationship between Seller and any such employee or former employee or the termination of such relationship except that Buyer shall reimburse Seller for termination pay paid to Seller's employees in an amount not to exceed \$42,250. Without limiting the foregoing, Seller and Members shall be responsible for (1) the payment of any severance payment or benefits that may be due to any employee or former employee as a result of the termination of such employee as a former employee by Seller and (2) all legally mandated continuation coverage, including "COBRA" coverage required under Section 601 of ERISA, for employees of the Business and their covered dependents who had or have a loss of coverage due to a "qualifying event" (within the meaning of Section 603 of ERISA). Buyer shall not continue or assume any employee benefit program of the Business (including, but not limited to the Benefit Plans).

6.18 Buyer's Post-Closing Covenant. From and after the one-month anniversary of the Closing, Buyer shall mark all products manufactured by it after such period with a manufacturing date.

6.19 Intellectual Property. Seller and Members agree to use their best efforts to cause any of the intellectual property included in the Acquired Assets, including the intellectual property listed on Schedule 2.24, that is not held in the name of Seller as of the Closing Date to be recorded in Buyer's name.

ARTICLE 7

MISCELLANEOUS

7.1 Nature and Survival of Representations. The representations, warranties, covenants and agreements of Buyer and Members and Seller contained in this Agreement, and all statements contained in this Agreement or any exhibit or schedule hereto or any certificate, financial statement or report or other document delivered pursuant to this Agreement or in connection with the transactions contemplated hereby, shall be deemed to constitute representations, warranties, covenants and agreements of the respective party delivering the same. Subject to Section 6.4(b), all such representations, warranties, covenants and agreements shall survive the Closing. Members and Seller acknowledge that their representations and covenants in this Agreement shall not be affected or mitigated by any investigation conducted by Buyer or its representatives prior to Closing or any knowledge of Buyer.

7.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or, if sent by e-mail, upon receipt of confirmation of good transmission, or if mailed, when mailed by first-class, certified or registered mail, postage prepaid, to the other party at the

7.11. Public Announcement. Prior to the Closing, all public announcements (whether oral or written) or written statements concerning this Agreement or the transactions contemplated hereby shall be prepared jointly by the parties. After the Closing, Seller and Members shall not make any such public announcements or statements without the prior written approval of Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CRC INDUSTRIES, INC.

BY: Denis P. Conlon
Denis P. Conlon
President

K&W ACQUISITION GROUP, LLC

BY: John M. Goode, Jr.
John M. Goode, Jr.
President

J.M. Goode
John M. Goode, Sr.

John M. Goode, Jr.
John M. Goode, Jr.

TRADEMARK

REEL: 002924 FRAME: 0169

SCHEDULE 2.24

1. U.S. TRADEMARKS

<u>Reg./Appln. Number</u>	<u>Date Reg'd/Filed</u>	<u>Trademark or Description of Design / Status</u>
360,760	09/27/38	AVIEX A and Design (*) [9/27/98]
614,084	10/11/55	K & W and Design (*) [no date]
649,030	07/23/57	MISSOURI HICKORY (*) [no date]
657,562	01/21/58	DEE-GUMMM (*) [no date]
668,901	10/28/58	AVIEX
674,077	02/17/59	STOPOIL (*) [2/17/99]
678,633	05/12/59	AVIEX
679,398	05/26/59	DRI-POWR (*) [5/26/99]
682,085	07/21/59	MOTOR POWR (*) [7/21/99]
684,659	09/08/59	DRI-POWR (*) [9/8/99]
686,779	10/13/59	GUN CARE (*) [10/13/99]
686,807	10/20/59	RUST-NO-MORE (*) [10/20/99]
696,279	04/19/60	Design of Genie
707,403	11/22/60	SPRA-LOOS
758,028	10/08/63	KNOCK'ER LOOSE
760,441	11/19/63	AQUA RINSE
765,302	02/25/64	K & W
765,339	02/25/64	K & W
765,350	02/25/64	K & W
765,648	02/25/64	K & W
771,746	06/23/64	BLUE PENGUIN

TRADEMARKS (cont'd)

<u>Reg./Appln. Number</u>	<u>Date Reg'd/Filed</u>	<u>Trademark or Description of Design / Status</u>
772,977	07/07/64	3 WAY
780,141	11/17/64	TRANS-X
981,531	12/08/64	COPPER-COAT (stylized)
983,109	05/07/74	TANNERY (*) [5/7/94]
1,039,506	05/18/76	XTRAX-IT (*) [5/18/96]
1,042,595	07/06/76	GLAZON (*) [7/6/96]
1,051,667	11/02/76	STOR-X (*) [11/2/96]
1,053,180	11/23/76	D-O-M (*) [11/23/96]
1,054,593	12/21/76	XPEL-IT (*) [12/21/96]
1,126,492	11/06/79	KLEER FLAME
1,156,013	06/02/81	AVIEX
1,161,559	07/21/81	TANNERY
1,174,668	10/27/81	AVIEX and Design
1,175,645	11/03/81	AVIEX and Design
1,260,338	12/06/83	WASH 'N WAX
1,277,755	05/15/84	SUPER TURBO and Design
1,280,347	06/05/84	K & W
1,295,455	09/18/84	TIRE NEW
1,354,880	08/20/85	TANNERY WASH 'N WAX
1,451,637	08/11/87	TANNERY DUST 'N SHINE (*) [8/11/97]
1,635,915	02/26/91	TANNERY INSTANT SHINE (+) [2/26/97]
75/601,272	12/07/98	AVIEX DIESEL and Design
2,146,400	03/24/98	ULTRA FLAME
2,175,544	07/21/98	MIGHTY SEAL
2,198,892	10/20/98	KWIK FLAME
2,255,430	06/22/99	STOR-X
75/796,980	09/09/99	TRANSX

II STATE TRADEMARKS

<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark / Status</u>
CA	41,789	05/22/61	P B X ²
CA	46,327	03/11/68	AQUA RINSE (*) [3/11/98]
CA	46,328	03/11/68	COPPER-COAT (*) [3/11/98]
CA	46,329	03/11/68	K & W (stylized) (*) [3/11/98]
CA	46,330	03/11/68	K & W (stylized) (*) [3/11/98]
CA	46,331	03/11/68	K & W (stylized) (*) [3/11/98]
CA	46,332	03/11/68	K & W (stylized) (*) [3/11/98]
CA	46,333	03/11/68	3 WAY (stylized) (*) [3/11/98]
CA	46,334	03/11/68	KNOCK'ER LOOSE (*) [3/11/98]
CA	46,358	03/20/68	XPEL-IT (stylized) (*) [3/20/98]
CA	71,962	01/13/84	METALLIC LUBE COAT
CA	80,907	04/15/86	STOR-X (stylized)
CA	80,908	04/15/86	XTRAX-IT (stylized) (*) [4/15/96]
CA	80,909	04/15/86	D-O-M (*) [4/15/96]
CA	94,490	08/01/91	TRANX-X (stylized)
IN	5,009,762	01/19/76	k & w

III FOREIGN TRADEMARKS

<u>Country</u>	<u>Reg./Appl. Number</u>	<u>Date Reg'd/Filed</u>	<u>Trademark or Description of Design / Status</u>
Australia	272,510	01/21/76	TANNERY [<i>confirm status</i>]
Canada	190,753	05/04/73	THE TANNERY
Canada	190,761	05/04/73	LA TANNERIE
Canada	218,922	02/11/77	LA TANNERIE II
Canada	218,923	02/11/77	THE TANNERY II
Canada	232,556	04/06/?	GLAZON (*) [no date]
Canada	250,997	10/02/80	AVIEX