

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement (correcting incorrect assignment recorded 3/29/2002 at Reel/Frame 2479/0439)
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEC International, Inc.		11/14/2001	CORPORATION:

RECEIVING PARTY DATA

Name:	Facilitator Capital Fund
Street Address:	5133 West Terrace Drive
Internal Address:	204
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53718
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1312221	SANI-MATIC

CORRESPONDENCE DATA

Fax Number: (414)271-5770
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-271-7590
 Email: peterh@andruslaw.com
 Correspondent Name: Peter T. Holsen
 Address Line 1: 100 East Wisconsin Avenue, Suite 1100
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	5059-00001
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NAME OF SUBMITTER:	Peter T. Holsen
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Total Attachments: 12
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**TRADEMARK
 REEL: 002979 FRAME: 0442**

CH \$40.00 1312221

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ASSET PURCHASE AGREEMENT

DATED NOVEMBER 14, 2001

By and Among

**DEC INTERNATIONAL, INC.,
DEBTOR IN POSSESSION**

**RAPIDPAK, INC.,
DEBTOR IN POSSESSION**

AND

**FACILITATOR CAPITAL FUND,
LIMITED PARTNERSHIP**

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of this 14th day of November, 2001, by and among **FACILITATOR CAPITAL FUND**, a Wisconsin limited partnership (the "Buyer"), and **DEC INTERNATIONAL, INC., DEBTOR IN POSSESSION**, a Wisconsin corporation ("DEC") and **RAPIDPAK, INC., DEBTOR IN POSSESSION**, a Wisconsin corporation ("RapidPak"). DEC and RapidPak are sometimes individually referred to herein as a "Seller" and collectively as the "Sellers." Except as otherwise indicated herein, capitalized terms used herein are defined in Article XII hereof.

WITNESSETH:

WHEREAS, DEC operates a division under the name "Sani-Matic" that designs and manufactures sanitation equipment and sanitation systems ("Sani-Matic"); and

WHEREAS, DEC also operates a division under the name "Alkar" that designs and manufactures processing ovens, chillers and continuous cook/chill systems ("Alkar"); and

WHEREAS, RapidPak is a wholly owned subsidiary of DEC and designs and manufactures horizontal thermoform, fill, and seal packaging machines; and

WHEREAS, Sani-Matic, Alkar and RapidPak are sometimes individually referred to herein as a "Subject Business" and collectively as the "Subject Businesses;" and

WHEREAS, on August 17, 2001, DEC and RapidPak each voluntarily commenced proceedings for reorganization under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code") by filing their petitions for reorganization (the "Petitions") with the United States Bankruptcy Court for the Western District of Wisconsin (the "Bankruptcy Court"); and

WHEREAS, DEC and RapidPak have determined at this point in their Chapter 11 cases that it is in the best interests of its creditors to sell the Subject Businesses; and

WHEREAS, the Buyer desires to purchase from the Sellers the Subject Businesses and substantially all of the assets employed by the Sellers in connection with the Subject Businesses and the Sellers desire to sell to the Buyer, pursuant to Section 363 of the Bankruptcy Code, the Subject Businesses and such assets, in each case on the terms and conditions set forth herein.

NOW, THEREFORE, the Buyer and the Sellers, in consideration of the mutual promises hereinafter set forth, and subject to the approval of the Bankruptcy Court, do hereby promise and agree as follows:

ARTICLE I**Purchase of Assets**

1.1. Subject Assets. Subject to the terms and conditions set forth in this Agreement, the Sellers agree to sell to the Buyer and the Buyer agrees to purchase from the Sellers at the Closing all of the assets owned or used by the Sellers in connection with the operation of the Subject Businesses other than the Excluded Assets, including, without limitation, the following:

- (a) all accounts receivable of the Sellers relating to the Subject Businesses other than intercompany accounts receivable (the "Accounts Receivable");
- (b) all customer deposit escrow accounts of the Subject Businesses;
- (c) all prepaid items, expenses and accruals of the Subject Businesses;
- (d) all inventories of the Subject Businesses, wherever located, including, without limitation, raw materials, work-in-process and finished goods (the "Inventory");
- (e) all tangible assets of every kind and description, including, without limitation, all fixed assets, machinery, equipment, tools, tooling, molds, leasehold improvements, fixtures, furniture, furnishings, vehicles, computer hardware and software, servers, modems, data processing equipment and other items of similar character relating to the Subject Businesses, wherever located (the "Equipment") ;
- (f) subject to Paragraph 2.5, below, all of the real estate, fixtures and improvements, including all rights, privileges and easements appurtenant thereto and owned by the Sellers relating to the Subject Businesses and described on Schedule 1.1(f) (the "Purchased Real Estate");
- (g) all supplies, packaging materials, marketing and sales literature, advertising materials, catalogues, consumable materials and other items of similar character used in the operation of the Subject Businesses;
- (h) all books, records, manuals and other materials of the Subject Businesses, including, without limitation, all sales, manufacturing and customer records, personnel and payroll records, accounting records, purchase records, price lists, correspondence, quality control records and all research and development files, wherever located (except each Seller's corporate minute book, stock ownership records and tax returns) (the "Records");
- (i) all customer lists and supplier lists of the Subject Businesses;
- (j) all logos, product specifications, blue-prints, drawings, formulae, patents, patent applications, domain name addresses, trade names, trademarks, trademark registrations and any applications therefor, copyrights, copyright registrations and applications therefor, whether issued or pending including, without limitation, those items

listed on Schedule 1.1(l) and all inventions, improvements, manufacturing know-how, trade secrets and technical knowledge, intangible assets relating to web sites, and all other similar interests relating to the operation of the Subject Businesses to which the Sellers have any right of ownership or use other than any logos or domain names for DEC or any of its subsidiaries or divisions other than the Subject Businesses;

(k) all of the Sellers' right, title and interest in and to the names "RapidPak, Incorporated," "Alkar," "Sani-Matic" and any derivatives thereof employed in the Subject Businesses;

(l) the goodwill of the Subject Businesses;

(m) to the extent their transfer is permitted by Law, all governmental licenses, permits, approvals, license applications and product registrations used in the operation of the Subject Businesses and, to the extent permitted by law, the benefit of those governmental licenses, permits, approvals, license applications and product registrations used in the operation of the Subject Businesses which are not transferable;

(n) all of the Sellers' right, title and interest in, to and under those purchase orders, sales orders, licenses, supply agreements, leases and other agreements of the Subject Businesses set forth on Schedule 1.1(n) (the "Assumed Contracts") including, without limitation, any right to receive payment for products sold or services rendered pursuant to such contracts and to assert claims and to take other rightful actions in respect of breaches, defaults and other violations of such contracts and otherwise;

(o) to the extent such items are not related to the Excluded Assets or Excluded Liabilities, all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the Sellers with respect to the Subject Businesses or the ownership, use, function or value of any Subject Asset, whether arising by way of counterclaim or otherwise;

(p) to the extent such items are not related to the Excluded Assets or Excluded Liabilities, all guarantees, warranties, indemnities and similar rights in favor of the Sellers with respect to any Subject Asset, and all claims, deposits, unemployment compensation account balances of RapidPak to the extent transferable, refunds, rebates, rights of recovery, rights of recoupment and other rights of action against third parties of the Sellers relating to the Subject Businesses; provided, that the Buyer shall be responsible for the payment of any deductibles required to be paid in connection with the exercise of any such rights.

(q) to the extent their transfer is permitted by Law, all of the Sellers' rights in, to and under any Assumed Contract with any of the current and former employees, consultants, agents, representatives, customers, suppliers, vendors or otherwise, of the Subject Businesses regarding non-competition, non-solicitation, and/or confidentiality of trade secrets, proprietary or other information; and

Schedule 1.1(j) - Intellectual Property

PATENTS - ALKARU.S. Patents & Patent Applications

<u>Filing Number/ Patent Number</u>	<u>Filing/ Issue Date</u>	<u>Title</u>
09/851,292	Filed 05/08/01	Food Processor with Circulation System & Method
4,505,205	03/19/85	Enclosed Floor Track System
4,540,094	09/10/85	Product Hanger
4,610,886	09/09/86	Multi-conveyor Processing System
4,658,718	04/21/87	Holder for Processing Products
4,665,812	05/19/87	Walkway for a Liquid Heat Transfer Cabinet
4,817,511	04/04/89	Food Product Press
5,042,392	08/27/91	Floor Mounted Walking Beam System for Advancing a Vehicle
5,067,620	11/26/91	Product Support Apparatus
5,253,569	10/19/93	Serpentine Food Processing with Closed-Loop Recirculation
5,334,088	08/02/94	Apparatus for Combing and De-combing Bacon
5,354,230	10/11/94	Food Processing System with Simplified Loading and Transfer
5,398,598	03/21/95	Food Processing Transport System
5,398,600	03/21/95	Batch Conveyor for Food Processing Chamber
5,520,097	05/28/96	Molded Food Processing System
5,551,334	09/03/96	Pasteurizer
5,896,809	04/27/99	Food Processing System with Automatic Unloading and Optional Rack-Off
6,021,995	02/08/00	Adjustable Mold for Molded Food Processing System

Filing Number/ Patent Number	Filing/ Issue Date	Title
6,086,469	07/11/00	Method and Means for Conveying and Processing an Extruded Sausage Strand
6,099,881	08/08/00	Method of Curing Food Products

Foreign Patent Applications

Country	Filing Number	Filing Date	Title
Brazil	P19505894-0	12/14/95	Molded Food Processing System
Canada	2163814	11/27/95	Molded Food Processing System
EXC (FR, DE, UK)	95309099.0	12/13/95	Molded Food Processing System

Foreign Patents

Country	Serial Number	Expiration Date	Title
Canada	1,210,910	9/9/03	Product Hanger
Canada	1,230,516	12/22/04	Side Air Flow Food Processor
Canada	2,046,260	7/4/11	Product Hanger
Germany	3,376,618	9/20/03	Product Hanger
Germany	4,122,352	3/22/01	Product Support Apparatus

PATENTS - SANI-MATIC***U.S. Patents and Patent Applications***

Filing Number/ Patent Number	Filing Date/ Issue Date	Title
08/566,682	Filed 12/4/95	Gas/Liquid Separator With Controllable Variable Level
5,778,907	7/14/98	Cleaning System For Elongated Objects
5,392,797	2/28/95	Single Motive Pump, Clean-In-Place System, For Use With Piping Systems And With Vessels
5,398,733	3/21/95	Readily Cleaned Liquid Transfer System
5,603,826	2/18/97	Return Pump System For Use with Clean-In-Place System For Use With Vessels

PATENTS - RAPIDPAK**U.S. Patents and Patent Applications**

Filing Number/ Patent Number	Filing Date/ Issue Date	Title
09/698,910	10/27/2000	System For Attaching Zipper Tape In Packaging Machines
07/626,278 5,205,110	12/12/1990 4/27/1993	Servo Motor Operated indexing Motion Packaging Machine And Method
5,170,611	12/15/1992	Web Supply Mechanism For An Indexing Motion Packaging Machine
5,246,720	9/21/1993	Reclosable Package And Method Of Making Same
5,443,150	8/22/1995	Apparatus For Advancing Preformed Containers
5,682,729	11/4/1997	Method For Advancing And Sealing Preformed Containers
5,785,270	7/28/1998	Combined Support Adjustment And Braking Mechanism For Use In Unwinding A Roll Of Web Material
6,085,490	7/11/2000	Forming Web Registration Control System.

Foreign Patent Applications

Country	Filing Number	Filing Date	Title
Canada	2,075,804	8/11/1992 4/19/1990	Servo Motor Operated Indexing Motion Packaging Machine And Method
PCT	PCT/US91/0 9279	12/10/1991	Servo Motor Operated Indexing Motion Packaging Machine And Method

Foreign Patents

Country	Serial Number	Issue date	Title
Belgium	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
Denmark	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
EXC	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
France	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
Germany	P69101374.8	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
Gr. Britain	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
Holland	0515661	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method
Sweden	0515661 92902856.1	3/9/1994	Servo Motor Operated Indexing Motion Packaging Machine And Method

TRADEMARKS - ALKAR

Country	Registration Number	Issue Date	Title
United States	1,830,151	4/12/94	KSI & Design
Canada	TMA 292,920	7/13/84	KSI
Canada	292,921	7/13/84	KSI Logo

TRADEMARKS - SANI-MATIC

Country	Registration Number	Filing Date	Title
United States	1,312,221	1/23/84	SANI-MATIC

TRADEMARKS - RAPIDPAK

None.

COPYRIGHTS - ALKAR, SANI-MATIC AND RAPIDPAK

None.

DOMAIN NAMES AND LOGOS - ALKAR, SANI-MATIC AND RAPIDPAK

A. Alkar

- 1. Registered Domain Names:
 - a. www.alkar.com
- 2. Non-Registered Trademarks/Logos:
 - a. See Attachment 1.1(j).
- 3. Use of "DEC" logo.

B. Sani-Matic

- 1. Registered Domain Names:
 - a. www.sanimatic.com
 - b. www.sani-matic.com
 - c. www.cipsystem.com
 - d. www.cleaninplace.net
 - e. www.foodsanitation.com
 - f. www.sprayballs.com
- 2. Non-Registered Trademarks/Logos:
 - a. See Attachment 1.1(j).
- 3. Use of "DEC" logo.

C. RapidPak

- 1. Registered Domain Names
 - a. www.rapidpak.com
- 2. Logos:
 - a. "RapidPak." RapidPak has not filed a trademark registration application for this logo as a result of the existence of a "PakRapid" trademark that has been registered by a New Jersey manufacturer. RapidPak does not believe that its logo infringes the "PakRapid" trademark.
- 3. Use of "DEC" Logo.