

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samuel Bingham Company		03/09/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Samuel Bingham Enterprises, Inc.
Street Address:	127 East Lake Street
Internal Address:	Suite 203
City:	Bloomington
State/Country:	ILLINOIS
Postal Code:	60108
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2375323	ROLLERRENEWER

CORRESPONDENCE DATA	
Fax Number:	(317)715-4557
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3177133500
Email:	shale@sommerbarnard.com
Correspondent Name:	Stephanie A. Hale
Address Line 1:	One Indiana Square
Address Line 2:	Suite 3500
Address Line 4:	Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	8831/8674
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NAME OF SUBMITTER:	Stephanie A. Hale
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Total Attachments: 4
 source=Asset Purchase Agreement#page1.tif
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of February 3, 2000 (the "Agreement"), by and among SAMUEL BINGHAM COMPANY, a Delaware corporation ("Seller"), LARRY W. EKSTROM, AS TRUSTEE UNDER DECLARATION OF TRUST DATED FEBRUARY 13, 1990, and JOANN BARRETT, an Illinois resident (together, the "Stockholders"), and SAMUEL BINGHAM ENTERPRISES, INC., an Indiana corporation ("Buyer").

RECITALS:

1. Seller owns and operates an industrial and graphic arts roller manufacturing and supplying business headquartered in Bloomingdale, Illinois (the "Business").
2. The Stockholders own all of the issued and outstanding equity interests of Seller.
3. Buyer desires to acquire substantially all the assets used or useful in the business and operation of the Business, and Seller is willing to convey such assets to Buyer, as of the Effective Time (as hereinafter defined) and on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE I TERMINOLOGY

1.1 Defined Terms. As used herein, the following terms shall have the meanings indicated:

Affiliate: As to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person and, if such Person is an individual, any member of the immediate family (including parents, spouse, children and grandchildren) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or influence the direction of the management or policies (whether as a director, officer or employee, through the ownership of securities or other ownership interests, by contract or otherwise); provided that the Stockholders shall not be "affiliates" of Seller, or vice versa, for purposes of this definition.

Code: The Internal Revenue Code of 1986, as amended.

TRADEMARK

REF: 002000 FRAME: 0754

Balance Sheet	Section 3.13(a)(iii)
Basket	Section 9.2(b)
Benefit Plans	Section 3.17(a)
Business	Recitals
Buyer	Introduction
Closing	Section 8.1
Closing Date	Section 8.1
Closing Date Assets	Section 2.5(a)
Closing Date Liabilities	Section 2.5(a)
Closing Date Working Capital	Section 2.5(a)
Closing Date Working Capital Deficit	Section 2.5(a)
Closing Date Working Capital Surplus	Section 2.5(a)
Contracts	Section 3.9(a)
Current Assets	Section 2.1(a)
Effective Time	Section 8.1
Employees	Section 3.17(a)
Environmental and Tax Survival Period	Section 9.1
ERISA	Section 3.17(a)
Excluded Assets	Section 2.2
Indemnified Party	Section 9.4(a)
Indemnifying Party	Section 9.4(a)
Intellectual Property	Section 2.1(g)
Inventory	Section 2.1(b)
Multiemployer Plan	Section 3.17(c)
Payables	Section 2.3(a)(i)
Preliminary Net Assets Report	Section 2.5(a)
Purchase Price	Section 2.4
Real Property	Section 2.1(d)
Related Persons	Section 3.17(a)
Sale Assets	Section 2.1
Site Assessments	Section 5.6
Stockholders	Introduction
Survival Period	Section 9.1
Tangible Personal Property	Section 2.1(c)

ARTICLE II PURCHASE AND SALE

2.1 Sale Assets. Upon and subject to the terms and conditions provided herein, effective as of the Effective Time, Seller will sell, transfer, assign and convey to Buyer, and Buyer will purchase from Seller, all of the Seller's right, title and interest, legal and equitable, in and to all tangible and intangible assets (except Excluded Assets) used or useful in the operation of the Business as it has been and is then operated (the "Sale Assets"), including, without limitation, the following:

(a) Accounts Receivable and Prepaid Items. All accounts receivable and all prepaid expenses as of the close of business immediately prior to the Closing Date (the "Current Assets").

(b) Inventory. All of the inventory of raw materials, work in process, and finished goods (the "Inventory").

(c) Tangible Personal Property. All vehicles, equipment, parts, supplies, furniture, fixtures and other tangible personal property (other than the Inventory) owned or leased by Seller and used or useful in the operation of the Business (the "Tangible Personal Property").

(d) Real Property. The fee simple and leasehold improvement interests in the parcels of real estate listed on Schedule 3.11 (the "Real Property").

(e) Permits. All assignable governmental permits, licenses and authorizations (and any renewals, extensions, amendments or modifications thereof) now held by Seller or the Business.

(f) Assumed Agreements. All rights of Seller in, to and under all contracts, leases, agreements, commitments and other arrangements, and any amendments and modifications thereto, if listed on Schedule 2.1(f), and any agreement, whether written or oral, which Buyer elects to perform or assumes at any time after the Closing Date, regardless of whether such agreement is listed on Schedule 2.1(f) (the "Assumed Agreements").

(g) Intellectual Property. All (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, logos, trade names, service names, domain names, and entity names (specifically including "Samuel Bingham Company") and registrations and applications for registration thereof; (iii) copyrights and registrations and applications for registration thereof; (iv) mask works and registrations and applications for registration thereof; (v) websites, computer software, source code, object code, data and documentation; (vi) trade secrets and confidential business information, including, without limitation, research and development information, ideas, concepts, algorithms, chemical formulae, programming techniques, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier information; and (vii) other proprietary rights relating to any of the foregoing, including, without limitation, associated goodwill; in each case which is used or held for use in the operation of the Business, including, without limitation, those set forth on Schedule 3.12 (collectively, the "Intellectual Property").

(h) Records. All books, records and files of the Business, whether in hard copy or computer format, including, without limitation, telephone and facsimile numbers, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present suppliers (there being no material former suppliers during the five (5) years immediately preceding the date hereof), personnel and employment records, accounting

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

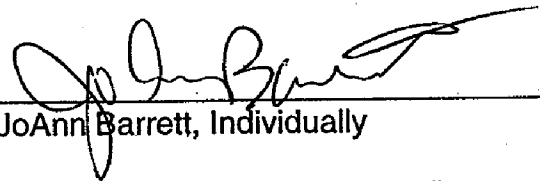
SAMUEL BINGHAM COMPANY

By: 
Larry W. Ekstrom, President


"Seller"

LARRY W. EKSTROM, AS TRUSTEE
UNDER DECLARATION OF TRUST
DATED FEBRUARY 13, 1990

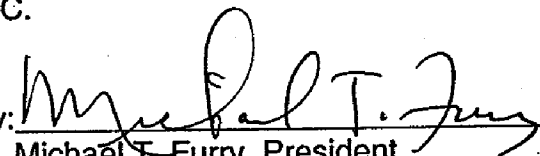
By: 
Larry W. Ekstrom, Trustee


JoAnn Barrett, Individually

The "Stockholders"


Larry W. Ekstrom, Individually (as to
Section 9.2(d))

SAMUEL BINGHAM ENTERPRISES,
INC.

By: 
Michael T. Furry, President

"Buyer"

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