

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apache Products Company		07/07/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	IP Rights, LLC
Street Address:	1000 Urban Center Drive, Suite 370
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35202
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	825582	APACHE
Registration Number:	787415	APACHE
Registration Number:	1835444	APACHE
Registration Number:	1800767	ISO-25
Registration Number:	1539940	SHIELD
Registration Number:	1598614	FIBER-SHIELD
Registration Number:	1606417	ACRYL-SHIELD
Registration Number:	2183871	SMARTCOAT

CORRESPONDENCE DATA	
Fax Number:	(215)568-6499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-568-6400
Email:	jjo@volpe-koenig.com, ptomail@volpe-koenig.com, LMcGuinness@volpe-koenig.com
Correspondent Name:	John J. O'Malley

OP \$215.00 825582

Address Line 1: 30 S. 17th Street
Address Line 2: Suite 1600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	John J. O'Malley
Signature:	/John J. O'Malley/
Date:	02/24/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT AND ASSIGNMENT

This AGREEMENT, is made as of July 7, 2004 ("Effective Date"), by and between IP Rights, LLC, a Delaware limited liability company (herein "Assignee"); and Apache Products Company, a South Carolina corporation (herein "Apache").

WITNESSETH

WHEREAS, Assignee desires to obtain from Apache certain intellectual property rights including those identified on Attachments A and B attached hereto;

NOW, THEREFORE, in consideration of a monetary payment by Assignee, the adequacy and receipt of which is hereby acknowledged by Apache, and intending to be legally bound hereby, the parties hereby agree as follows:

1. DEFINITIONS.

Definitions: As used in this Agreement, the following terms shall have the meanings as set forth below.

"Agreement" shall mean this INTELLECTUAL PROPERTY PURCHASE AGREEMENT AND ASSIGNMENT and Attachments hereto.

"Apache Technology" shall mean Technical Information and the technology and processes currently in practice or in the possession of Apache including, but not limited to, the manufacture and use of products and processes described in the items listed on Attachment A.

"Apache Invention Rights" shall mean all of Apache's rights in any inventions including, but not limited to, all rights to apply for patents worldwide, all rights to have inventions assigned, all rights to sue for past infringement and all rights in all patents and patent applications of all countries based on inventions made prior to the date of this Agreement including, but not limited to the items listed in Attachment A and subject to any limitations on Apache's rights per the agreements listed in Attachment A.

"Technical Information" shall mean trade secrets, ideas, processes, formulas, computer codes, data programs, know-how discoveries, developments, designs, inventions, techniques, costs, supplier lists, invention disclosures, patent files, and related correspondence and legal opinions to which Apache has rights.

"Apache Trademark Rights" shall mean all rights Apache has in all common law, registered and/or unregistered trademarks, trade dress and trade names used or previously used by or on behalf of Apache including, but not limited to, the trademarks identified in Attachment B hereto subject to all existing license agreements related thereto.

2. ASSIGNMENT.

2.1 Apache hereby assigns to Assignee all rights, title and interests in all Apache Technology.

2.2 Apache hereby assigns to Assignee all rights, title and interests in all Apache Invention Rights including, but not limited to, all rights in the items listed in Attachment A and subject to any limitations on Apache's rights per the agreements listed in Attachment A.

2.3 The assignment of Apache Invention Rights in paragraph 2.2, specifically includes the assignment and transfer of all of its intellectual property right assets arising from the February 20, 1991 Agreement between Apache Products Company and The Celotex Corporation, which rights are accepted by Assignee subject to the terms of that 1991 agreement.

2.4 The assignment of Apache Invention Rights in paragraph 2.2, specifically includes the assignment and transfer of Apache's business to which the December 1, 1999 Agreement between Apache Products Company and Lehigh University pertains and all of Apache's rights arising from the December 1, 1999 Agreement between Apache Products Company and Lehigh University, which rights are accepted by Assignee subject to the terms of that 1999 agreement.

2.5 The assignment of Apache Invention Rights in paragraph 2.2, specifically includes the assignment and transfer of Apache's business to which the August 2000 Agreement between Apache Products Company and Bayer Corporation pertains and all of Apache's rights arising from the August 2000 Agreement between Apache Products Company and Bayer Corporation, including, but not limited to, the irrevocable sub-licensable license of rights flowing from U.S. Patent Application No. 09/159,014, EP Application No. 98114186.4 and JP Application No. 1114029, which rights are accepted by Assignee subject to the terms of that 2000 agreement.

2.6 Apache hereby assigns to Assignee all rights, title and interests in all Apache Trademark Rights together with the goodwill of the business connected with the use of, symbolized by and/or associated with all such rights including, but not limited to, all rights and associated goodwill in the trademarks listed in Attachment B and subject to all existing license agreements related thereto.

2.7 The assignment of Apache Trademark Rights in paragraph 2.6, specifically includes a transfer of the expanded polystyrene foam business with which the mark PERMASHIELD is used.

2.8 The assignment of Apache Trademark Rights in paragraph 2.6, specifically includes the assignment and transfer of all rights which inure to Apache's

benefit from the use of any of the trademarks licensed to DyPlast Products, LLC under the October 6, 2003 Agreement between Apache Products Company and DyPlast Products, LLC.

2.9 The assignment of Apache Trademark Rights in paragraphs 2.6, specifically excludes any and all liability arising from the use of any of the Apache Trademark Rights made by or on behalf of Apache before the effective date of this agreement.

2.10 The assignment of Apache Technology, Apache Invention Rights and Apache Trademark Rights in paragraphs 2.1, 2.2 and 2.6, specifically excludes any and all liability arising from the manufacture, use or sale of any products made by or on behalf of Apache before the effective date of this agreement.

3. DELIVERY AND CONFIDENTIALITY OF TECHNICAL INFORMATION.

3.1 Apache agrees to deliver to Assignee all Technical Information which Apache has or has access to, relating to Apache Technology.

3.2 Apache agrees to keep in confidence, not disclose, and not use, all Technical Information that is confidential.

4. MISCELLANEOUS.

4.1 Construction, interpretation and enforcement of the provisions of this Agreement shall be subject to the law of the State of Florida and the law of the United States of America, without giving effect to the choice of law provisions thereof, for all purposes.

4.2 Nothing in this Agreement shall be construed as, or imply, any technical cooperation, joint development, or joint venture between the parties.

4.3 Notwithstanding this Agreement and assignment of rights hereunder, Apache shall have the right to sell or distribute all of its then existing inventory of finished products for a period of one hundred and twenty days (120) from the effective date of this Agreement.

4.4 Apache shall be legally bound, upon request of the Assignee, to supply all information and evidence relating to the making and practice of Apache Invention Rights, to execute all instruments proper to patent any Apache Invention Rights throughout the world for the benefit of the Assignee, and to execute all instruments proper to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

APACHE PRODUCTS COMPANY

By: Greg Thompson
Name: Greg Thompson
Title: Chief Financial Officer

IP Rights, LLC

By: Walter F. Johnsey
Name: Walter F. Johnsey
Title: President & CEO
Jasper Corp. sole member of
Walker Holdco, LLC
Its: Sole Member

Attachment B

TRADEMARKS

(U.S. Registrations unless otherwise noted)

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

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

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

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

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

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

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

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

Mark: ISOSHIELD
Canadian Appln. No.: 784,378; filed 06/06/1995
Canadian Reg. No.: TMA470,325; registered 02/04/1997

Mark: ISOSHIELD
Mexican Appln. No.: 232,783; filed 05/25/1995
Mexican Reg. No.: 619074; registered 08/26/1999

Mark: ISO-25
Appln. No.: 74/354,424; filed 02/01/1993
Reg. No.: 1,800,767; registered 10/26/1993

Mark: PERMASHIELD
Appln. No.: 74/468,192; filed 12/10/1993
Reg. No.: 2,051,094; registered 04/08/1997
Owned by Andersen Corporation; Used Under License Dated November 14, 2001
between Andersen Corporation and Apache Products Company

Mark: SMARTCOAT
Appln. No.: 75/315,684; filed 06/23/1997
Reg. No.: 2,183,871; registered 08/25/1998

Mark: SHIELD and Design
Appln. No.: 711,376; filed 02/16/1988
Reg. No.: 1,539,940; registered 05/23/1989

Mark: FIBER-SHIELD
Appln. No.: 73/816,980; filed 8/4/89
Reg. No.: 1,598,614; registered 05/29/1990

Mark: ACRYL-SHIELD
Appln. No.: 73/817,278; filed 08/07/1989
Reg. No.: 1,606,417; registered 07/17/1990