

11-02-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECO
TR

102873293

10/29/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

APACHE PRODUCTS COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) October 01, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other ACQUISITION (see pgs 3-17)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: DYPLAST PRODUCTS, LLC

Internal

Address:

Street Address: 12501 NW 38th AVENUE

City: MIAMI

State: FLORIDA

Country: U.S.A. Zip: 33054

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

74 354424

B. Trademark Registration No. (s)

1800767

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ISO-25 (words only) (no standard character claim)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: LINK SOLUTIONS GROUP

Internal Address: ATTN: GARY SANDEN

Street Address: 125 TownPark Drive
Suite 300

City: Kennesaw

State: Georgia Zip: 30144

Phone Number: 770 919 7070

Fax Number: 770 920 9299-9200

Email Address: sales@dyplast.us

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 3019
Expiration Date 07/06

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

[Signature]

Signature

10/22/2004

Date

GARY A. SANDEN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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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.

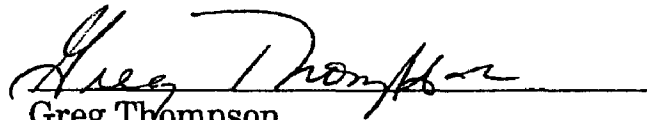
Seller warrants and represents to Buyer that the title conveyed is good, its transfer is rightful, and the Property is delivered free from any security interest or other lien or encumbrance.

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.

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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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.

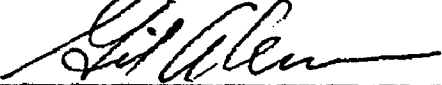
(b) The Seller shall be responsible for and shall promptly pay when due all Taxes levied with respect to the Acquired Assets attributable to the Pre-Closing Period.

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.

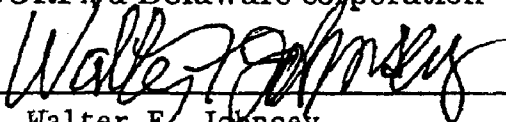
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IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

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

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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

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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re

APACHE PRODUCTS COMPANY,

Chapter 11

Case No. 02-20896-8P1

Debtor.

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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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.