

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Capewell Components Company, LLC

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: Tech Safety Lines, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 3409 Colgate Avenue

City: Dallas

State: Texas

Country: USA

Zip: 75225

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship Texas

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance / Execution Date(s):**

Execution Date(s) \_\_\_\_\_

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

1,711,897

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Equipment for use in controlling descent, ascent and safety on ropes, cables or tapes

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

Name: Scott L Harper

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 802334

City: Dallas

State: Texas      Zip: 75380

Phone Number: (972) 367-2001

Fax Number: (972) 367-2002

Email Address: harper@cclaw.com

**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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0392  
Authorized User Name Carstens & Cahoon, LLP

**9. Signature:**

Signature

August 10, 2005

Date

Scott L Harper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") dated as of May 24, 2004 by and between Capewell Components Company, LLC, a Connecticut limited liability company, with its principal place of business at 105 Nutmeg Road S., South Windsor, CT, 06074 and Tech Safety Lines, Incorporated, with its principal place of business at 3409 Colgate Avenue, Dallas, Texas 75225.

The parties agree as follows:

### 1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms, whenever used and capitalized herein, shall have the following meanings:

- a. "Agreement" means this Asset Purchase Agreement together with all Exhibits and Schedules referred to herein or attached hereto.
- b. "Assets" means the assets to be sold by Seller to Buyer as described in Exhibit A.
- c. "Closing Date" means the date of this Agreement or such other time and date upon which the parties may mutually agree in writing.
- d. "Dollars" means United States Dollars.
- e. "Premises" means Seller's leased premises located at 105 Nutmeg Road S., S. Windsor, CT 06074.
- f. "Purchase Price" means Five Thousand, Five Hundred, Twelve Dollars (\$5,512), which is calculated based on the value of Capewell Descenders Inventory.
- g. "Exhibit" or "Exhibits" means a Schedule referred to in the Agreement, and all information contained therein or thereon or attached thereto.

### 2. SALE OF ASSETS

- a. Purchase and Sale. On the terms and subject to the conditions of this Agreement and for the consideration set forth herein, Seller shall, on the Closing Date, sell, convey, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of the Seller's fixed assets and tangible personal property located at the Premises and any fixtures appurtenant or located at the Premises including, without limitation, the equipment listed in Exhibit A attached hereto (the "Assets"). Seller shall execute a bill of sale in substantially the form of Exhibit B attached hereto (the "Bill of Sale") to evidence the sale, conveyance, transfer and assignment of the Assets. For avoidance of doubt, the Buyer and Seller agree that the Assets shall not include any of

Seller's intangible property or any fixed assets or tangible property situated at any other place of business of the Seller aside from the Premises.

- b. Payment of Purchase Price. In consideration for the sale, transfer and assignment of the Assets pursuant to this Agreement, Buyer shall pay to Seller One Hundred Per Cent (100%) of the Purchase Price (\$5,512) on the Closing Date, 3 August 2004. The Purchase Price shall be paid by banker's draft, cashier's check or money order made payable to "Capewell Components Co. LLC."
- c. Sales Tax. Any sales taxes payable in connection with the sale of the Assets shall be paid by the Buyer.
- d. No Assumed Liabilities. Buyer shall not assume and shall under no circumstances be responsible for any obligation or liability of Seller with respect to the Assets that arose or accrued prior to the Closing Date.

### 3. DISCLAIMER OF SELLER'S WARRANTIES

Capewell will warranty the inventory to be manufactured in accordance with blueprint requirements and able to use in assembling the Capewell Descender.

### 4. BUYER'S OBLIGATIONS

- a. Removal of Assets. Seller will send all assets to the buyer's designated address within 48 hours of receipt of payment., per 2.b. (above).
- b. Costs. All cost incurred in connection with the delivery of the Assets to the Buyer's address, will be paid by Buyer.

### 5. INDEMNIFICATION.

- a. Buyer shall indemnify and hold harmless Seller and its directors, officers, employees and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, penalties, deficiencies, expenses and costs of any nature whatsoever, including without limitation attorneys' and accountants' fees, arising solely from or in connection with any breach of or any failure by Buyer to perform or comply with any covenant or obligation contained herein.
- b. Seller shall indemnify and hold harmless Buyer and its directors, officers, employees and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, penalties, deficiencies, expenses and costs of any nature whatsoever, including without limitation attorneys' and accountants' fees, arising from or in connection with (i) any breach of or any failure by Seller to perform or comply with any covenant or obligation contained herein and (ii) any and all liability, loss or damage resulting from any liability or obligation of Seller with respect to the Assets that accrued or arose prior to the Closing Date.

## 6. MISCELLANEOUS

a. Governing Law. This Agreement and the rights and obligations of the respective parties, shall be governed by and construed in accordance with the laws of the State of Connecticut.

b. Assignment. No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties to this Agreement which consent may not be withheld unreasonably.

c. Parties In Interest. Nothing in this Agreement whether express or implied, is intended to, or shall confer any rights or remedies under, or by reason of this Agreement on any person other than the parties hereto and their respective and proper successors and assigns. Nor shall anything in this Agreement act to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. Nor shall any provision of this Agreement give any third persons any right of subrogation or action over or against any party to this Agreement.

d. Entire Agreement; Amendment. For purposes herein, the term "Agreement" shall include this Agreement and the other documents to be attached hereto each of which shall be incorporated herein for all purposes by this reference. This Agreement, and other documents delivered pursuant to this Agreement, contain all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting that subject matter.

Any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto.

e. Headings. The headings and captions contained herein are for the convenience of the parties and shall not be deemed to govern the substantive rights and duties of the parties hereto.

f. Notices. Any notice, communication, offer, acceptance, request, consent, or advice (herein severally and collectively, for convenience, called "Notice"), in this Agreement provided or permitted to be given, served, made, or accepted by any party or person to any other party or parties, person or persons, hereunder must be in writing, addressed to the party to be notified at the address set forth below his, her or its name on the signature page of this Agreement, or such other address which one party notifies the other of in writing pursuant to the terms of this Section, and must be served by (1) telefax or other similar electronic method, or (2) depositing the same in the United States mail, certified, return receipt requested and postage paid to the party or parties, person or persons to be notified or entitled to receive same, or (3) delivering the same in person to such party.

Notice shall be deemed to have been given immediately when sent by telefax or other electronic method and seventy-two hours after being deposited in the United States mail or when personally delivered in the manner hereinabove described. Notice provided in any manner not specified above shall be effective only if and when received by the party or parties, person or persons to be, or provided to be notified.

g. Further Acts. Each party agrees to perform all acts and execute and deliver all documents reasonably necessary to carry out the provisions of this Agreement, and the Purchasers agree to use their best efforts to complete the transaction herein contemplated.

h. Specific Performance. Each party's obligation under this Agreement is unique. If either party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult and impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights and remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy at law in damages is adequate.

i. Counterparts. This Agreement may be executed in multiple counterparts' and each when so executed shall be deemed an original, such counterparts constituting but one agreement.

j. Partition. Should any one or more of the provisions (or portions thereof) of this Agreement be determined to be illegal or unenforceable, all other provisions of the Agreement shall be given effect separately from the provision so determined; and the other provision shall not be affected by the illegality or unenforceability; and such unenforceable or illegal provision (or portion thereof) shall be deemed stricken.

k. Surviving Clauses. The representations and warranties of each party shall survive the closing, breach or termination of this Agreement.

l. Costs and Expenses. Each of the parties shall pay their own costs and expenses incident to the preparation of this Agreement and the performance of their respective obligations under this Agreement.

m. Authority to Sign. Each of the persons signing below on behalf of any party hereby represents and warrants that he or she is signing with full and complete authority to bind the party on whose behalf he or she is signing, to each and every term of this Agreement.

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

**"Seller"**

Capewell Components Company, LLC

By: *[Signature]*

Name: Robert E. Lewis  
Its: 3 August 2004  
VP/Gen

**"Buyer"**

Tech Safety Lines, Inc.

By: *[Signature]*

Name: Diane Wagborne  
Its: 30 August 2004  
President

**EXHIBIT A****LIST OF TANGIBLE ASSETS**

<u>Part ID</u>	<u>Description</u>	<u>U/M</u>	<u>Qty.</u>	<u>Unit</u>	<u>Ext.</u>
			<u>QH</u>	<u>Mat'l</u>	<u>Mat'l</u>
3007A	CARABINER	EA	4	20.70	82.80
626002	RING, MFR CONTROL, ROPE RIDER	EA	42	31.02	1,302.84
626003	KEEPER, RING, ROPE RIDER	EA	50	3.25	162.50
626004	HOUSING, MANUFACTURE, ROPE RIDER	EA	50	12.40	620.00
626009	GRIP, ROPE RIDER	EA	146	0.63	91.98
626014	STIFFENER, ROPE RIDER	EA	20	0.01	0.20
626045	LABEL, DANGER, ROPE RIDER	EA	302	0.49	147.98
626046	LABEL, WARNING, ROPE RIDER	EA	373	0.49	182.77
626061	SPRING, BUTTON	EA	84	3.04	255.36
634065-300	ASSY, ROPE, 1/2" KERNMTL HTP/TPS 300'	EA	300	1.09	327.00
634100-SSR	ASSY, ROPE, RESCUE CRACKER, 1M RISE	EA	8	127.22	1,017.76
636001	CAPSTAN, CAPEWELL DESCENDER	EA	21	41.10	863.10
636007	SPRING - COMPRESSION	EA	46	4.32	207.36
94985K61	HOOK, VELCRO	FT	14	0.48	6.72
94985K85	LOOP, VELCRO	FT	7	0.48	3.37
M861663-6	SCREW, SET,	EA	370	0.52	192.40
S0123-0013	THIMBLE, 1/2"	EA	36	1.09	39.33
WS-143	SPRING, RETAINING, 1.365 ID	EA	56	0.16	8.96
	Totals		1,931		<u>5,512.15</u>

**EXHIBIT A (Continued)**

**Trademark & Patent for Capewell Descender**

Rope Rider U.S. Trademark Registration No. 1,711,897, CW/T35/28/US, exp 09/01/12

Descent Control Device with Deadman Brake, CW/142/US, U.S. Patent No. 4,883,146 exp 11/28/06

**Tool List for Capewell Descender:**

Capewell Descender retainer ring and holding fixture 4 piece  
#’s F046, F045, F042, F044

Grip Cutting Die Part number 626009  
2 piece #F047

**All associated paper files for Capewell Descender – not listed here.**



**EXHIBIT B**  
**BILL OF SALE**

FOR AND IN CONSIDERATION of Nine Thousand and Seventy Dollars (~~\$9,070~~ <sup># 5512.15</sup>), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Capewell Components Co. LLC. (hereinafter "Seller"), does hereby grant, bargain, sell, convey, assign and transfer to Tech Safety Lines (hereinafter "Buyer"), its successors and assigns forever, AS IS, WHERE IS, the assets (hereinafter the "Assets") which are listed and described in Schedule A attached hereto and made a part hereof.

To have and to hold the Assets unto Buyer, its successors and assigns forever.

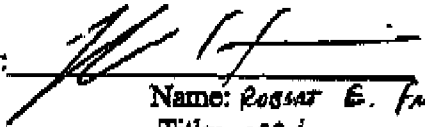
Seller hereby represents to Buyer that it is the true and lawful owner of the Assets, that each of the Assets is free of all liens and encumbrances whatsoever, and that Seller has good right and lawful authority to sell the Assets to Buyer.

Seller makes no representations or warranties to Buyer as to the condition or quality of the Assets.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the 3rd day of August, 2004.

**SELLER:**

**CAPEWELL COMPONENTS CO. LLC**

By:   
Name: Rossat E. Farris  
Title: VP/CM