

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
BRILLIANT, INC.		06/14/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRILLIANT ABRASIVES, INC.		
Street Address:	1305 EDEN-EVANS CENTER ROAD		
City:	ANGOLA		
State/Country:	NEW YORK		
Postal Code:	14006		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0824842	BRILLIANT	
Registration Number:	1069284	PIPE-TEX	
CORRESPONDENCE DATA			
Fax Number:	(716)853-5199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(716) 853-5100		
Email:	jhains@lippes.com		
Correspondent Name:	JOHN P. HAINS, ESQ.		
Address Line 1:	665 MAIN STREET		
Address Line 2:	SUITE 300		
Address Line 4:	BUFFALO, NEW YORK 14203		
NAME OF SUBMITTER:	JOHN P. HAINS		
Signature:	/J P HAINS/		
Date:	11/04/2005		

OP \$65.00 0824842

Total Attachments: 5

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AGREEMENT FOR PURCHASE AND SALE OF SELECTED ASSETS

THIS AGREEMENT for Purchase and Sale of Selected Assets is made as of June 14, 2000, by and among BRILLIANT ABRASIVES, INC., a Delaware corporation ("Purchaser" or "Buyer"), and BRILLIANT, INC., a Kansas corporation ("Brilliant", "Seller", or "Corporation").

Seller is in the business (the "Business") of selling, marketing and distributing abrasive and diamond tool products ("Products"). Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, selected assets ("Selected Assets") of the Business as set forth hereinafter.

In consideration of the premises, the respective covenants and commitments of Seller and Purchaser set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article I.

Purchase and Sale of Selected Assets

1.1 Selected Assets. In reliance on the representations, warranties and covenants contained in this Agreement, Brilliant hereby sells, assigns, delivers and transfers to Purchaser at Closing, and Purchaser agrees to purchase and acquire from Seller, on the terms and subject to the conditions set forth in this Agreement, all of Brilliant's rights, title and interest to the following Selected Assets:

(a) All bank accounts, cash on hand and cash equivalents owned by the Corporation as of the Closing Date, including, but not limited to, the Closing Date balances in the lock box account at the Bank of Blue Valley.

(b) All accounts receivable of the Corporation on the Closing Date, subject to returns, bad debts and charge backs.

(c) All finished goods, supplies, parts and other inventories (the "Inventory") of the Corporation that on the Closing Date are located at 10560 Lackman Road, Lenexa, Kansas (the "Premises") and all other Inventory of the Corporation on the Closing Date that is used, intended to be used, or held for use in the Business, including Inventory in transit.

(d) All prepaid items, including prepaid insurance, rent and postage of the Corporation as of the Closing Date.

(e) All machinery, furniture and equipment of the Corporation that is used, intended to be used, or held for use in the Business as of the Closing Date, including the items set forth on Schedule A.

(f) All security deposits, including utility deposits, of the Sellers as of the Closing Date relating to the Premises or the Business.

(g) All executory leases, contracts, employment agreements, agreements and other legally binding arrangements, except any employment agreements between the Company and Craig Pickell, whether oral or written ("Contracts") to which the Corporation is a party or by which it is bound relating to the Business.

(h) All patents, patent applications, trademarks, trademark registrations, servicemarks, copyrights, the right to use the name "Brilliant", the right to use the domain name "Brilliantinc.com", intellectual property, owned by Seller that relate to the Business, including those items listed on Schedule B.

(i) All of Seller's inventory of promotional items, catalogs, price lists, display materials, signs, telephones and fax numbers.

(j) All of Seller's inventory of corrugated cartons, tapes, packaging materials, order and invoice forms, letterhead and envelopes used by the Business.

1.2 Excluded Assets. All property of Seller not specifically described in Section 1.1 shall remain the property of Seller. The following specific assets are also excluded and shall remain the property of Seller:

(a) Claims or rights against third parties not relating to any Assumed Liabilities.

rendering that provision or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

9.9 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, provided that such consent will not be unreasonably withheld.

9.10 Confidentiality. The Seller has provided and will provide to the Purchaser certain confidential information to enable them to evaluate the proposed transaction. The Purchaser will keep this information confidential.

9.11 Remedies. Remedies of the parties for any breach of this Agreement shall be limited to actual damages or specific performance, and shall not include any right to rescission or right to receive lost profits or similar amounts.

9.12 Consent to Jurisdiction. Any suit, claim, action or proceeding arising out of or relating to this Agreement or any ancillary document hereto shall be brought only in the United States District Court for the District of Kansas sitting in Kansas City, Kansas or in the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement for Purchase and Sale of Selected Assets (individually or in the case of a corporate party, by their respective duly authorized representatives) as of the date set forth in the first paragraph.

SELLER:

BRILLIANT, INC.

By:



Craig Pickell, President

PURCHASER:

BRILLIANT ABRASIVES, INC.

By: _____

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SELLER:

BRILLIANT, INC.

By:

Craig Pickell, President

PURCHASER:

BRILLIANT ABRASIVES, INC.

By:

Jay H. Ilichan, President

SCHEDULE B

REGISTERED TRADEMARKS

<u>Reg No.</u>	<u>Issue Date</u>	<u>Trademark</u>	<u>Class</u>	<u>Country</u>
0,715,935	05/30/61	BRILLIANT & Design	7	U.S.A.
0,824,842	02/28/67	BRILLIANT	7	U.S.A.
1,069,284	07/12/77	PIPE-TEX	7	U.S.A.
1,150,820	04/14/81	BRILL-TEX & Design	7	U.S.A.
1,954,985	02/06/96	BRILL-FLEX	7	U.S.A.

UNREGISTERED TRADEMARKS

Brill-Bit
Brill-Cat
Brill-Chop
Brill-Cut
Brill-Disc
Brill-Grind
Brill-Grip
Brill-Lite
Brill-Loc
Brill-Max
Brill-Rim
Brill-Speed
Brill-Tech
Cheetah
Hornet
Multi-Mason
RC/O
Safetex
Street Eater
Tuckpointer

RC/Mevs.KCH/dnt