

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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):
California Aluminum Products Company

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Xtreme Metal Fab., Inc.
Internal _____
Address: _____
Street Address: 591 West Apollo Street
City: Brea
State: California
Country: United States Zip: 92821

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 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) March 31, 2004

Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase Agreement

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) 2,263,697

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Kit M. Stetina, Esq.

Internal Address: STETINA BRUNDA ET AL.
75 Enterprise, Suite 250, Aliso Viejo CA 92656

Street Address: same as above

City: _____
State: _____ Zip: _____
Phone Number: (949) 855-1246
Fax Number: (949) 855-6371
Email Address: kstetina@stetinalaw.com

6. Total number of applications and registrations involved:


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 19-4330
Authorized User Name Kit M. Stetina

9. Signature:  _____
Signature _____ Date 10/14/05
Kit M. Stetina
Name of Person Signing _____

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

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 1460, Alexandria, VA 22313-1460

CH \$40.00 194330 2263697

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") dated as of March 31, 2004 (the "Agreement") is made between **CALIFORNIA ALUMINIUM PRODUCTS COMPANY d/b/a Go Ribbed Products**, a California corporation ("Seller") and **XTRME METAL FAB INC.**, a California corporation ("Purchaser").

PREAMBLE

A. Seller is a debtor-in-possession in a case proceeding under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") currently pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), being jointly administered under Case No. 04-10493 (the "Chapter 11 Case").

B. Seller is engaged in the business of, among other things, designing, engineering, and producing chrome-plated and painted steel grille guards and side steps (the "Business").

C. Seller remains in possession of its assets as a "debtor-in-possession" and is operating the Business in the ordinary and usual course.

D. Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, certain of the assets and certain liabilities of Seller upon the terms and subject to the conditions contained in this Agreement.

E. Purchaser acknowledges that it is an affiliate of Ronald Storer, an insider of the Seller ("Storer").

In consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Section 1.1 Purchased Assets. Upon the terms and subject to the conditions set forth herein, Seller shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in, to and under all of the following assets (collectively, to the extent not constituting Excluded Assets, the "Purchased Assets"), which Purchased Assets solely consist of the Business's:

- (a) inventory, including, without limitation, raw materials, work in process, finished goods, service parts and supplies (collectively, the "Inventory");
- (b) trade accounts receivable, notes receivable, negotiable instruments and chattel paper (collectively, the "Accounts Receivable");
- (c) fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, dies, jigs, assembly boards, patterns, molds, two vehicles

(1999 Ford Ranger Work Truck (VIN 1FTYR14V8XPB15631) and 2003 Ford Expedition - Show Vehicle (VIN 1FMEU16L63LA00332)), and all other tangible personal property (other than the Inventory) (collectively, the "Equipment");

(d) intellectual property and other intangible property rights, including all patents (including design patents, industrial designs, utility models, registered designs and the like) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations, continuations-in-part, reexaminations and extensions), know-how, unpatented inventions, trade secrets, secret formulas, processes, designs, confidential and technical information, manufacturing, engineering and technical drawings, product specifications, business and marketing plans, telephone numbers, websites, domain name, URL's, copyrights (including all computer software, all documentation, source and object codes with respect to such software and all licenses and leases of software) and applications therefor, trademarks, service marks, trade names, trade dress, logos and slogans and registrations and applications for registration thereof and any intellectual property rights similar to any of the foregoing used, held for use or owned solely by Seller, and all goodwill associated with such intellectual property, including, without limitation, the right to sue and recover damages for past, present and future infringements thereof;

(e) customer lists, customer records and information, and all books and records;

(f) sales and promotional materials, catalogues and advertising literature;

(g) goodwill of the Business as a going concern and all other intangible properties;

(h) the right to bill and receive payment for services performed by Seller but unbilled or unpaid as of the Closing; and

(i) the trademark "Go Rhino! Products" and its associated trademarks owned by, issued to or licensed to Seller or otherwise used in the Business, together with all related income, royalties, damages and payments due or payable after the Closing (including damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of such trademark and any such trademarks, and the goodwill appurtenant thereto.

Section 1.2. Receivable Balance. At Closing, the balance of Seller's accounts receivable shall equal no less than (\$674,104.53 as of March 31, 2004 minus \$154,104.53 for the law enforcement product line) \$520,000.00. Because Seller's account receivable is less than \$567,000.00, pursuant to the March 11, 2004 term sheet, Purchaser shall receive a credit of \$47,000.00 to be applied to the \$200,000.00 Note.

Section 1.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the following properties, assets, rights and interests shall be retained by Seller and

are not included in the Purchased Assets: (a) cash and cash equivalents (including any investment or marketable securities, certificates of deposit or bank accounts); (b) prepaid expenses and deposits; (c) the accounts receivable of Seller relating to the law enforcement fine (estimated at approximately \$154,104.53); (d) insurance policies of Seller; (e) claims and causes of action relating to (a) and (d); (f) tax refunds; (g) any and all of the assets, rights or properties of Seller whether tangible, intangible, real or personal, not expressly identified as Purchased Assets; and (h) any and all avoidance actions under the Bankruptcy Code, including, but not limited to, Sections 544, 545, 547, 548, 550, and 553. Further, if, post-Closing, any of the foregoing assets come into the possession and/or control of Purchaser, Purchaser shall hold any such assets in trust for Seller and shall immediately turnover any such assets to Seller.

Section 1.4. Warranty Claims. Upon the Closing, as defined in Section 3.3 below, Purchaser shall honor any and all warranty claims and returns relating to Seller's Business, including such warranty claims and returns relating to merchandise purchased prior to the Closing. Seller agrees that it shall not solicit any customer of Seller to return any item of merchandise purchased from Seller.

Section 1.5 Transfer Taxes. Any transfer tax (including, without limitation, sales taxes) (the "Transfer Taxes") required or imposed in connection with this Agreement shall be paid by Purchaser. If any transfer contemplated herein is exempt from any such transfer tax, then Seller will, in its sole discretion, and at the sole expense of Purchaser, perform reasonable acts that are requested by Purchaser to obtain and/or secure such exemption.

Section 1.6 Cash Infusion. Upon execution of this Agreement, Purchaser may, at its sole option, elect to make a cash infusion in an amount not to exceed \$300,000.00 ("Cash Infusion"). In the event this Agreement is not approved by the Court, Go Rhino shall return any unused portion of the Cash Infusion and transfer any portion of the Accounts Receivable generated by such Cash Infusion for a recovery up to the actual sum invested by Purchaser.

ARTICLE II

Section 2.1 AS-IS, WHERE-IS, EXCEPT AS SET FORTH HEREIN, PURCHASER IS ACQUIRING THE PURCHASED ASSETS "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. EXCEPT AS SET FORTH HEREIN, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY, TRANSFERABILITY OR CONDITION OF THE PURCHASED ASSETS. PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY

SELLER CONCERNING THE PURCHASED ASSETS AND THAT SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF, PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PURCHASED ASSETS TO PURCHASER FOR THE PURCHASE PRICE CONSIDERATION WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

Section 2.3 Release of Security Interests. At Closing, Seller shall deliver to Purchaser any required written release(s) of all security interests in and liens upon the Purchased Assets ("Security Interests") including, but not limited to, those held by Fifth Third Bank (Chicago), National City Bank, Rocky Mountain Mercurine Fund II, L.P.; National City Capital Corporation; Great Lakes Capital Investments I, LLC and Great Lakes Capital Investments II, LLC (collectively, the "Lenders") in form and substance satisfactory to the Lenders.

ARTICLE III

Section 3.1 Purchase Price. The aggregate purchase price consideration for the Purchased Assets shall be \$1,500,000.00 (the "Purchase Price"). Seller will cooperate with Purchaser to allocate the Purchase Price among the Assets within 90 days of the Closing Date.

Section 3.2 Payment of Purchase Price and Bill of Sale. On the Closing Date, Purchaser shall pay \$1,300,000.00 to National City Bank for the benefit of Seller, via wire transfer, in immediately available funds, in accordance with the following wire transfer instructions:

National City Bank
Cleveland, OH
ABA #041-000-124
A/C #657606437
Ref: California Aluminum Products Company, d/b/a Go Rhino Products

On the Closing Date, Purchaser shall deliver to Seller a thirty-month promissory in the aggregate principal amount of Two Hundred Thousand Dollars (\$200,000.00) (as may be adjusted pursuant to Section 1.2), made payable to Seller's parent, Pace-Edwards Company and in substantially the same form attached hereto as Exhibit A (the "Note").

On the Closing Date, Seller shall deliver to Purchaser a Bill of Sale for the Purchased Assets in substantially the form attached hereto as Exhibit B (the "Bill of Sale").

Section 3.3 Break-Up Fee. In the event the Bankruptcy Court approves the sale of the Assets to a buyer other than Purchaser, Purchaser shall be entitled to a break-up fee in the amount of 3% of the cash component of the Purchase Price which is \$39,000.00.

Section 3.4 Closing. The closing of the transactions (the "Closing") contemplated hereby shall take place at 3:00 p.m. on April 7, 2004, or such other date and time mutually acceptable to the parties (the "Closing Date"), at the offices of Purchaser's counsel.

Section 3.5 Closing Deliveries.

- (a) **Seller.** At Closing, Seller shall provide Purchaser with the Bill of Sale.
- (b) **Purchaser.** At Closing, the Purchaser shall (i) pay \$1,300,000.00 of the Purchase Price via wire transfer, in immediately available funds, as set forth in Section 3.2 hereof; (ii) deliver to Seller the Note in the aggregate principal amount of Two Hundred Thousand Dollars (\$200,000.00) as set forth in Section 3.2 hereof and adjusted pursuant to Section 1.2; and (iii) deliver an Assumption Agreement (the "Assumption Agreement") relating to that certain seller's note with a principal balance of \$1,093,234 (the "Seller's Note") by and between Storer and Pace-Edwards Company. The Assumption Agreement shall specifically provide for Purchaser's assumptions of any and all obligations of Pace-Edwards Company, without recourse against Pace-Edwards Company, Seller or any other Debtor in the Chapter 11 Case.
- (c) **Lenders.** The Lenders shall execute and deliver to Purchaser any and all releases relating to their Security Interests in the Purchased Assets.

ARTICLE IV

Section 4.1 Entry Into Modified Lease. Purchaser shall enter into a lease agreement with MS International, Inc. ("Landlord") for a facility located at 2093 N. Batavia Street, Orange, California (the "Modified Lease"). The Modified Lease will, at a minimum, contain the following essential terms:

- (a) **Term.** April 1, 2004 through October 31, 2004;
- (b) **Monthly Lease Payment.** \$28,033.00 (the "Monthly Lease Payment");
- (c) **Vacating Premises Provision.** The Modified Lease shall contain a provision whereby Purchaser shall vacate a portion of the facility beginning in June 1, 2004 through October 31, 2004 (the "Second Term").
- (d) **Monthly Lease Payment for Second Term.** The Monthly Lease Payment for the Second Term shall not be reduced. Purchaser shall use its best efforts to insure that, during the Second Term, \$10,652.54 of the Monthly Lease Payment paid to Landlord shall be applied to Landlord's unsecured claim against Seller pursuant to that certain Termination Agreement between Landlord and Seller, a copy of which is attached hereto as Exhibit C.

ARTICLE V

Section 5.1 Bankruptcy Court Approval. Seller, Purchaser, and the Senior Lenders shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the Bankruptcy Court's entry of an order in form and substance acceptable to the Parties approving this Agreement (the "Sale Order"), as soon as possible. Unless the Sale Order

is stayed, Purchaser and Seller will promptly move to a closing upon the issuance of the Sale Order.

ARTICLE VI

6.1 Conditions to Obligations of Purchaser. The obligation of Purchaser to effect the purchase of the Purchased Assets and to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

6.1.1 the Bankruptcy Court shall have entered the Sale Order;

6.1.2 Seller shall have made all required deliveries pursuant to Sections 3.2 and 3.5 of this Agreement and shall have fully performed all covenants and agreements required to be performed by it under this Agreement on or prior to the Closing Date; and

6.1.3 Purchaser shall have received a general release from Seller and the Senior Lenders as set forth in Section 3.5 hereof.

6.2 Conditions to Obligations of Seller. The obligation of Seller to effect the sale of the Purchased Assets and to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

6.2.1 the Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not have been stayed as of the Closing Date; and

6.2.2 Purchaser shall have made all required deliveries pursuant to Section 3.5 of this Agreement and shall have fully performed all covenants and agreements required to be performed by it under this Agreement on or prior to the Closing Date.

ARTICLE VII

Section 7.1 Entire Agreement. This Agreement (including all exhibits and schedules attached hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. There are no representations, warranties, understandings or agreements between the parties other than as set forth herein.

Section 7.2 Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

Section 7.3 Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed delivered: (a) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage pre-paid; (b) upon transmission, if sent via facsimile (provided that the sender receives an automated, machine-generated confirmation of transmission); or (c) one (1) business day after deposit with a national overnight courier, in each case addressed or fixed as follows:

If to Purchaser:

**Ronald Steer
Xtreme Metal Fab Inc.
2095 N. Batavia Street
Orange, California 92665
(714) 540-1020 -- facsimile**

with a copy to:

**John Frederick Karsh
Larson & Risley
3200 Park Center Drive
Suite 720
Costa Mesa, CA 92626
(714) 540-1020 -- facsimile**

If to Seller:

**Ron Fox
Paco Edwards
2801 Youngfield Street
Suite 360
Golden, CO 80401
(303) 275-3466 -- facsimile**

-and-

**Paul E. Maurer
Prospect Partners
200 West Madison Street
Suite 2710
Chicago, IL 60601
(312) 782-7410 -- facsimile**

with a copy to:

**William J. Kohn, Esq.
Schiff Hardin LLP
6000 Square Tower
Chicago, IL 60606
(312) 258-5600 -- facsimile**

The parties may change the addresses for notice hereunder by delivery of notice in accordance with the provisions of this Section 6.3.

Section 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 7.5 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 7.6 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto and each of their respective successors and assigns, and nothing in this Agreement is intended to confer upon any other person, whether or not named herein, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 7.7 Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

Section 7.8 Further Actions. After the Closing, Seller, Purchaser, and the Lenders will execute and deliver all such documents and instruments and do all such other reasonable acts and things as may be necessary and appropriate to carry out the provisions of this Agreement.

Section 7.9 Expenses. Except as set forth herein, the parties hereto will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors, incurred at any time in connection with pursuing or consummating this Agreement and the transaction contemplated herein.

Section 7.10 Amendments. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

Section 7.11 No Brokers or Finders Fees. Seller is not and shall not be required to provide any individual or entity with any commission, fee or other compensation as a finder, broker or other like individual or entity in connection with the transaction contemplated by this Agreement.

Section 7.12 Authorization: Limited Representations. Seller and Purchaser each have full power and authority to: (a) execute and deliver this Agreement and the documents contemplated herein and (b) enter into the transaction contemplated hereby.

Section 7.13 Assignment. This Agreement is not assignable by either Seller or Purchaser without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser may assign this Agreement to an affiliated entity after giving three (3) business days' prior written notice of such assignment to Seller, provided that Purchaser shall be responsible for any obligation not satisfied by any such assignee.

Section 7.14 Seller's Employees. On the Closing Date, Purchaser may, but shall not be obligated to, offer employment to any such employees it deems necessary or appropriate. To the extent Purchaser offers employment to any person employed by Seller, within 90 days of the Closing Date, Purchaser expressly agrees to assume all vested and accrued 2004 vacation

liability relating to the employee. Purchaser shall provide Seller with a complete and accurate list of employees to be hired by Purchaser.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 31 day of March, 2004.

CALIFORNIA ALUMINIUM
PRODUCTS COMPANY, d/b/a GO
RHINO PRODUCTS

By: [Signature]
Name: Eric Meyer
Title: VP

XTREME METAL FAB INC.

By: [Signature]
Name: Ron Storer
Title: President

RONALD STORER

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 31 day of March, 2004.

CALIFORNIA ALUMINUM
PRODUCTS COMPANY, d/b/a GO
RHINO PRODUCTS

By: _____
Name: _____
Title: _____

EXTREME METAL FAB INC.

By: [Signature]
Name: Andrew Smith
Title: President

RONALD STORER

By: [Signature]
Name: Ronald Storer
Title: _____

10/14/2005 14:46 9498551246
07/20/2005 14:23 9498551246
07/20/2005 11:40 7142798305

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EXHIBIT A - PROMISSORY NOTE

\$153,000.00

Chicago, Illinois
March 31, 2004

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, XTREME METAL FAB INC., a California Corporation ("Promisor"), promises to pay to the order of FACE-EDWARDS COMPANY, a Washington corporation ("Promisee"), the principal sum of ONE HUNDRED FIFTY THREE THOUSAND DOLLARS (\$153,000.00). The outstanding principal indebtedness, plus 7% interest, evidenced hereby shall be payable in thirty equal and consecutive monthly installments of \$3,574.08 with the first installment due on May 1, 2004. Payments shall be made at Face-Edwards Company, Attention: Ron Fox, 3400 Commercial Blvd., Centelle, Washington 98531 or such other place which Promisee from time to time shall direct in writing. This Note is delivered pursuant to that certain Asset Purchase Agreement entered into simultaneously herewith between Promisor and Promisee, and is subject in its entirety to the covenants and conditions set forth therein.

At the option of Promisor, all or any portion of the unpaid principal amount of this Note may be prepaid without premium or penalty.

If Promisee fails to pay any amount of principal when due under this Note and such failure shall continue for five (5) business days, then at the option of Promisor, all of the unpaid principal and interest under this Note shall become due and payable at once. All parties hereto severally waive promissory estoppel for payment, demand, notice of dishonor, protest and notice of protest, and nonpayment of this Note.

This Note, and all rights and remedies with respect hereto, shall be determined as to their validity, construction, effect and enforcement, and in all other respects of the same or different nature, by the laws of the State of California. Whenever possible, such provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such prohibited or invalid provision shall be inoperative to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Whenever in this Note reference is made to Promisee or Promisor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns; provided, however, that neither party shall assign any of its respective rights or obligations hereunder without the written consent of the other party.

XTREME METAL FAB INC.

By: [Signature]
Name: Ronald Staller
Title: President

EXHIBIT A - AS-IS BILL OF SALE

AS-IS BILL OF SALE, ASSIGNMENT AND CONVEYANCE

THIS BILL OF SALE, ASSIGNMENT AND CONVEYANCE dated as of March 31, 2004, is being delivered by CALIFORNIA ALUMINIUM PRODUCTS COMPANY d/b/a Go Blue! Products, a California corporation ("Seller") to XTREME METAL FAB INC. ("Purchaser").

In consideration of the payment made by Purchaser to Seller pursuant to the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells and assigns to Purchaser all of Seller's right, title, and interest in, to, and under the purchased assets (collectively, to the extent not constituting Excluded Assets, the "Purchased Assets") identified as follows:

- (a) inventory, including, without limitation, raw materials, work in process, finished goods, service parts and supplies (collectively, the "Inventory");
- (b) trade accounts receivable, notes receivable, negotiable instruments and chattel paper (collectively, the "Accounts Receivable");
- (c) fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, dies, jigs, assembly boards, patterns, molds, two vehicles (1999 Ford Ranger Work Truck and 2003 Ford Expedition - Show Vehicle), and all other tangible personal property (other than the Inventory) (collectively, the "Equipment");
- (d) intellectual property and other intangible property rights, including all patents (including design patents, industrial designs, utility models, registered designs and the like) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations, continuations-in-part, restatements and extensions), know-how, unpatented inventions, trade secrets, secret formulas, processes, designs, confidential and technical information, manufacturing, engineering and technical drawings, product specifications, business and marketing plans, telephone numbers, websites, domain name, URLs, copyrights (including all computer software, all documentation, source and object codes with respect to such software and all licenses and leases of software) and applications therefore, trademarks, service marks, trade names, trade dress, logos and slogans and registrations and applications for registration thereof and any intellectual property rights similar to any of the foregoing used, held for use or owned solely by Seller, and all goodwill associated with such intellectual property, including, without limitation, the right to sue and recover damages for past, present and future infringements thereof;
- (e) customer lists, customer records and information, and all books and records;
- (f) sales and promotional materials, catalogues and advertising literature;

- (g) goodwill of the Business as a going concern and all other intangible properties;
- (h) the right to bill and receive payment for services performed by Seller but unbilled or unpaid as of the Closing and
- (i) the tradename "Go Rhino! Products" and its associated trademarks owned by, issued to or licensed to Seller or otherwise used in the Business, together with all related income, royalties, damages and payments due or payable after the Closing (including damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of such tradename and any such trademarks, and the goodwill appurtenant thereto.

PURCHASER IS ACQUIRING THE PURCHASED ASSETS "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. EXCEPT AS SET FORTH HEREIN, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY, TRANSFERABILITY OR CONDITION OF THE PURCHASED ASSETS. PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE PURCHASED ASSETS AND THAT SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PURCHASED ASSETS TO PURCHASER FOR THE PURCHASE PRICE CONSIDERATION WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH HEREIN.

Notwithstanding anything to the contrary in this Agreement, the following properties, assets, rights and interests shall be retained by Seller and are not included in the Purchased Assets: (a) cash and cash equivalents (including any investment or marketable securities, certificates of deposit or bank accounts); (b) prepaid expenses and deposits; (c) the accounts receivable of Seller relating to the law enforcement line (estimated at approximately \$154,104.53); (d) insurance policies of Seller; (e) claims and causes of action relating to (c) and

(d); (f) tax refunds; (g) any and all of the assets, rights or properties of Seller whether tangible, intangible, real or personal, not expressly identified as Purchased Assets; and (e) any and all avoidance actions under the Bankruptcy Code, including, but not limited to, Sections 544, 545, 547, 548, 550, and 553. Further, if, post-Closing, any of the foregoing assets come into the possession and/or control of Purchaser, Purchaser shall hold any such assets in trust for Seller and shall immediately turnover any such assets to Seller.

Further, notwithstanding any other provision of this Bill of Sale, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including but not limited to, any representations, warranties, covenants and agreements of Seller or Purchaser set forth in the Asset Purchase Agreement.

(Remainder of Page Intentionally Left Blank - Signature Page Follows)

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

CALIFORNIA ALUMINUM
PRODUCTS COMPANY, d/b/a GO
RHINO PRODUCTS

BY: [Signature]
Name: Erik S. Mander
Title: VP

EXHIBIT C - LEASE TERMINATION AGREEMENT