

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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**11/22/2005
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USPoly Company		06/30/05	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	R.W. Lyall & Company, Inc.
Street Address:	2865 Research Drive
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	92882
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2868845	ALLCOAT

CORRESPONDENCE DATA

Fax Number: (562)435-6014
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: docketlb@fulpat.com
 Correspondent Name: Fulwider Patton LLP
 Address Line 1: 200 Oceangate, Suite 1550
 Address Line 4: Long Beach, CALIFORNIA 90802

ATTORNEY DOCKET NUMBER:	LYALL.72116
NAME OF SUBMITTER:	Carrie L. Rose
Signature:	/Carrie/
Date:	11/22/2005

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Total Attachments: 5

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ASSET PURCHASE AGREEMENT

by and between

Lyall Manufacturing OK, Inc.,

RW Lyall & Company, Inc.

And

USPoly Company

Dated as of June 20, 2005

Closing Date: June 30, 2005

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of June 20, 2005 (this "Agreement") by and among USPoly Company, a Minnesota corporation ("Seller"), Lyall Manufacturing OK, INC., an Oklahoma corporation ("Purchaser"), and R.W. Lyall & Company, Inc., a California corporation ("Parent").

RECITALS:

WHEREAS, Seller manufactures and distributes polyethylene piping systems consisting of pipes, fittings and metal parts needed to distribute natural gas from utilities to end users as well as similar parts to wholesalers and installers for the propane heating and cooking markets; and

WHEREAS, Seller desires to sell certain of its assets used in the design, manufacturing and distribution of the metal components (the "Metals Business") to Purchaser, and Purchaser desires to purchase those certain assets from Seller upon the terms and conditions set forth below (the "Asset Acquisition").

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF THE ASSETS; ANCILLARY MATTERS

1.1 Assets.

(a) Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, as hereinafter defined, Purchaser will purchase from Seller, and Seller will sell, assign, transfer and convey to Purchaser, good and marketable title to all of Seller's right, title and interest in and to all of the following property (collectively, the "Purchased Assets"), wherever located and whether or not carried or reflected on the books and records of Seller and whether or not carried in the name of Seller:

(i) General Intangibles. The intangible personal property owned by Seller pertaining solely to the Metals Business set forth on Part 1 of Exhibit 1 (collectively, the "Intellectual Property"), but in all cases only to the extent of Seller's interest and only to the extent transferable;

(ii) Inventory. All inventory, including, without limitation, raw materials, work in progress and finished goods, owned by Seller for use solely in the Metals Business, wherever located, recorded on the books of Seller on the Closing Date as set forth on Part 2 of Exhibit 1 to be delivered in accordance with the provisions of Section 2.2(c) below and incorporated herein by this reference (collectively, the "Inventory");

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IN WITNESS WHEREOF, the undersigned have executed and delivered this
Asset Purchase Agreement as of the date first above written.

"Seller"

US Poly Company

By: Frank Esilor
Name: Frank Esilor
Title: President

"Purchaser"

Lyall Manufacturing OK, Inc.

By: _____
Name: Jeffrey Lyall
Title: President

"Parent"

R.W. Lyall & Company, Inc.

By: _____
Name: Jeffrey Lyall
Title: President

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FROM-RW Lyall and Co

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T-930 P.05/06 F-168

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Asset Purchase Agreement as of the date first above written.

"Seller"

US Poly Company

By: _____
Name: Frank Bailor
Title: President

"Purchaser"

Lyall Manufacturing OK, Inc.

By: _____
Name: Jeffrey Lyall
Title: President

"Parent"

R. W. Lyall & Company, Inc.

By: _____
Name: Jeffrey Lyall
Title: President

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Exhibit I

USPoly Company

Part 1: INTELLECTUAL PROPERTY

1. **Trademark: ALLCOAT (Standard Character Mark)**
Serial No.: 76/530,883
Filing Date: 07-18-2003
Registration Date: 08-03-2004
2. **Patent: SERVICE RISER**
Patent No.: US 6,237,963 B1
Date of Patent: 05-29-2001
3. **Patent: ADJUSTABLE METER LOOP ASSEMBLY**
Patent No.: US 6,668,644 B2
Date of Patent: 12-30-2003
4. **Patent: METER LOOP FRAME ASSEMBLY**
Patent No.: US 6,382,679 B2
Date of Patent: 05-07-2002

Part 2: INVENTORY

Attached hereto as Exhibit 1, Part 2 as of 8/13/2005; an updated Inventory List will be delivered as of the Closing.

Part 3: CAPITAL ASSETS

Attached hereto as Exhibit 1, Part 3.

Part 4: AUTHORIZATIONS

None

Part 5: ACQUIRED AGREEMENTS - LEASES and CONTRACTS

1. Attached hereto as Exhibit 1, Part 5 is a list of the Open Purchase Orders. Also included are any Purchase Orders arising from bids outstanding as of the day of Closing.
2. **Contracts and Commitments:**

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