

12-29-2005

Docket No.:



Tab settings

To the Director of the United States Patent and Trademark Office

103146684

Send original documents or copy thereof.

1. Name of conveying party(ies):

Eiko, Ltd.

12-27-05

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 1, 2005

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

Name: Dry-Lam, LLC

Internal Address:

Street Address: 23220 West 84th Street

City: Kansas City State: MO ZIP: 66211

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

12/28/2005 DBYRNE 00000081 1598586

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

Additional numbers

B. Trademark Registration No.(s)

1,598,586 2,662,644
1,599,223 2,821,036
2,367,600

Yes No

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

Name: Wm. Bruce Day

Internal Address: DAY LAW FIRM, P.C.

Suite 300

Street Address: 4330 Belleview

City: Kansas City State: MO ZIP: 64111

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wm. Bruce Day

Name of Person Signing

Signature

12/20/05

Date

Total number of pages including cover sheet, attachments, and

4

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003280 FRAME: 0890

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that for the sum of \$563,787.48 and other good and valuable consideration receipt of which is hereby acknowledged, Eiko, Ltd., a Kansas Corporation ("Seller") does hereby sell, transfer, deliver and assign to Dry-Lam, LLC, a Kansas Limited Liability Company ("Buyer") its successors and assigns, the following assets of the Dry-Lam Division of Seller ("Assets"):

- A. Dry-Lam Division accounts receivable at November 30, 2005 in the amount of \$182,126.94;
- B. Dry-Lam Division inventory at November 30, 2005 in the amount of \$293,736.77;
- C. Dry-Lam Division prepaid inventory at November 30, 2005 in the amount of \$41,672.10;
- D. Dry-Lam Division prepaid at November 30, 2005 in the amount of \$8,837.50;
- E. Dry-Lam Division cash in the amount of \$1,547.26;
- F. Dry-Lam Division fixed assets at November 30, 2005 in the amount of \$33,915.43;
- G. The trademarks identified on Exhibit A attached hereto and the goodwill attendant thereto in the amount of \$1,951.48;

As described in the November 30, 2005 Schedule of Assets attached hereto.

TO HAVE AND TO HOLD all such personal property forever, subject to the continuing security interest therein of Premier Bank, Lenexa, Kansas, arising as a result of and pursuant to the Security Agreement dated June 30, 2005 between Premier Bank, as Secured Party, and Seller, as Debtor, which security interest in the Assets shall remain in full force and effect.

Seller hereby covenants with Buyer that Seller is the lawful owner of the Assets, and that except for the security interest therein of Premier Bank as hereinabove described such Assets are free and clear of all encumbrances, and that, subject to the consent of Premier Bank hereinafter set out. Seller has good right to sell the Assets to Buyer, and that Seller will warrant and defend title to the Assets, subject to the interest therein of Premier Bank as above provided. against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has by its duly authorized officer executed this Bill of Sale effective December 1, 2005.

EIKO, LTD.

By: *Gary L. Withers*
Gary L. Withers, President

Date: 12/1/05

CONSENT

Premier Bank, Lenexa, Kansas, hereby consents to the sale by Eiko, Ltd. to Dry-Lam, LLC pursuant to the foregoing Bill of Sale and the exhibits attached thereto, provided, however, the security interest of Premier Bank in the Assets thereby transferred shall not be waived, released or terminated as a result of this consent and such security interest shall remain in effect in accordance with the terms of the Security Agreement dated June 30, 2005, as may be amended and/or extended from time-to-time.

PREMIER BANK

By: *Steven J. Schafar*
Steven J. Schafar, Vice President

Date: 12/1/05

EXHIBIT A to BILL OF SALE
FROM EIKO, LTD. TO DRY-LAM, LLC

**DRY-LAM DIVISION TRADEMARKS AND GOODWILL ATTENDANT
THERETO:**

DRY-LAM,	Registration No.	1,598,586
DRY-LAM,	Registration No.	1,599,223
COLORTAC	Registration No.	2,367,600
DMT	Registration No.	2, 662,644
CLEANSTAR	Registration No.	2,821,036

Total Exhibit A Consideration. \$1,951.48