

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
Playcore Wisconsin, Inc.		09/29/2003	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Shape Products, LLC		
Street Address:	1821 Indianhead Dr		
City:	Menomonie		
State/Country:	WISCONSIN		
Postal Code:	54751		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74471391	BIO-ORB	
Registration Number:	1974024	BIO-ORB	
CORRESPONDENCE DATA			
Fax Number:	(715)232-0580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	715-232-0495		
Email:	jsikorski@shapeproducts.com		
Correspondent Name:	Joe Sikorski		
Address Line 1:	1821 Indianhead Dr		
Address Line 4:	Menomonie, WISCONSIN 54751		
NAME OF SUBMITTER:	Joe Sikorski		
Signature:	/joe sikorski/		
Date:	05/14/2006		
Total Attachments: 4			

OP \$65.00 74471391

source=purcsagreplaycorepg1004#page1.tif
source=purcsagreplaycorepg2004#page1.tif
source=purcsagreplaycorepg3004#page1.tif
source=purcsagreplaycorepg4004#page1.tif

PURCHASE AGREEMENT

AND

BILL OF SALE

THIS AGREEMENT made as of the 29th day of September, 2003, by and among PlayCore Wisconsin, Inc., a Wisconsin corporation d/b/a Swing-N-Slide ("Seller") and Shape Products, LLC, a Illinois LLC ("Purchaser").

By this instrument Seller intends to transfer, convey and deliver to Purchaser and Purchaser intends to purchase as of the date hereof all of the assets listed on Exhibit A hereto (the "Assets"), all of which are used in the operation of Seller's Shape Products Division.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Assets. Seller hereby sells, transfers, assigns and conveys to Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the Assets.

To Have and to Hold, all of the Assets, unto Purchaser, its successors and assigns forever.

2. Title to Assets. Seller does hereby warrant, covenant and agree that Seller:

- (a) has good and marketable title to the Assets;
- (b) will warrant and defend the sale of the Assets against all and every person whomsoever claiming or to claim against any or all of the Assets;
- (c) will take all steps necessary to put Purchaser, its successors and assigns, in actual possession and operating control of the Assets;
- (d) will, from time to time, execute and deliver to Purchaser such additional documents, certificates and conveyances as Purchaser may require to accomplish or perfect the transfer of the Assets at Seller's sole cost and expense.

3. Disclaimer of Other Representations and Warranties. Except as expressly set forth in Section 2 above, Seller makes no representation or warranty, express or implied, at law or in equity, in respect of any of the Assets including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed. Purchaser hereby acknowledges and agrees that,

except to the extent specifically set forth in Section 2 above, Purchaser is purchasing the Assets on an "as-is, where-is" basis.

4. Purchase Price. The purchase price for the Assets is \$183,750, which shall be paid by Purchaser to Seller in cash upon the execution of this Agreement.

5. Excluded Assets. Purchaser acknowledges and agrees that Seller is not selling, transferring or assigning, and Purchaser is not purchasing or otherwise acquiring, any interest whatsoever in Seller's "Top-Shelf" metal bracket product line.

6. Warranty Claims. Purchaser hereby assumes any and all liabilities and obligations of Seller for any claims ("Warranty Claims") made after the date hereof with respect to (i) any breach of Seller's warranties for any Shape product manufactured, sold, leased or delivered by Seller to fulfill any orders received on or before the date hereof, or (ii) the servicing of (or other remedial action with respect to) any such products.

7. Fulfillment of Orders. Seller shall fulfill any product orders scheduled for shipment the date of signing of this agreement. Any open orders after this date are to be filled by the purchaser and shall be entitled to any payments relating to such orders. Any orders received by Seller following the date hereof shall be referred to Purchaser.

8. Covenant Not to Compete. For a period of three years after the date hereof, neither Seller nor any of its subsidiaries shall engage directly or indirectly in any business, or own any interest in (other than ownership of 5% or less of the outstanding equity interest of any entity listed on the New York Stock Exchange, the American Stock Exchange or any foreign stock exchange or included in the National Association of Securities Dealers automated quotation system), any partnership, corporation, limited liability company, joint venture, trust or any other form of entity, whether as a proprietor, partner, shareholder, joint venturer, trustee or in any other capacity whatsoever, if such business or entity is engaged in marketing or selling window well covers, utility tubs or plastic composters anywhere in the United States of America. Notwithstanding anything to the contrary herein contained, Seller or any of its subsidiaries may acquire a business that otherwise would violate the foregoing restrictions as long as no more than ten percent (10%) of the annual sales of the acquired business are from businesses that violate the foregoing restrictions.

9. Use of UPC Codes. Purchaser shall be permitted to use Seller's UPC Codes for the Shape Products inventory that is being acquired under this Agreement, until such inventory has been fully depleted or until new UPC Codes can be acquired by purchaser, but not to exceed one year from the date of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect thereto.

11. Governing Law. This Agreement shall be governed by and construed in

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed effective as of the date first above written.

PlayCore Wisconsin, Inc.

By: *D. Cole* 9/29/03

Title: V.P. Mfg & OPS.

PlayCore Wisconsin, Inc.

By: *[Signature]*

Title: VP of Finance

Shape Products LLC.

By: *James Lenox* JAMES LENOX

Title: PARTNER

Shape Products LLC.

By: *Joe Schowski*

Title: Partner

EXHIBIT A

1. The inventory items set forth on Exhibit B hereto.
2. The tooling and equipment listed on Exhibit C hereto.
3. Any customer lists for the Shape Products line of products in Seller's possession.
4. All of Seller's right, title and interest in any trademarks, patents, artwork or other peripheral materials used exclusively by Seller in connection with the Shape Products line of products.

Content_1477258_4