

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sanitary Couplers, Inc.		07/30/1999	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Norton Performance Plastics Corporation		
<b>Street Address:</b>	150 Dey Road		
<b>City:</b>	Wayne		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07470		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2363852		
<b>Registration Number:</b>	2344404	MILKFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	azgifford@duanemorris.com		
<b>Correspondent Name:</b>	Allison Z. Gifford, DUANE MORRIS LLP		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	D9147-03035		
<b>NAME OF SUBMITTER:</b>	Peter E. Kidd		
<b>Signature:</b>	/peterekidd/		
<b>Date:</b>	11/16/2006		

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Total Attachments: 7  
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT SERVICES DIVISION

In re ownership of:

Mark: MILKFLEX

Registration No.: 2,344,404

Registered: April 25, 2000

Mark: 

Registration No.: 2,363,852

Registered: July 4, 2000

DECLARATION OF MARK S. FEUER, ESQ.

THE UNDERSIGNED, in his capacity as representative attorney for Sanitary Couplers, Inc. in the 1999 Asset Purchase Agreement between Sanitary Couplers, Inc. and Norton Performance Plastics Corporation, declares the following to the best of his information, knowledge and belief:

Sanitary Couplers, Inc. sold all of its assets to Norton Performance Plastics Corporation pursuant to the 1999 Asset Purchase Agreement between Sanitary Couplers, Inc. and Norton Performance Plastics Corporation. U.S. Trademark Registration Numbers 2,344,404 and 2,363,852 for the mark MILKFLEX and its corresponding designs were not among assets excluded from sale under the Agreement.

The facts set forth in this Declaration are true; all statements made herein of our own knowledge are true; and all statements made herein on information and belief are believed to be true; these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the applications or documents or any registrations resulting therefrom.

Dated: November 15, 2006

  
By: Mark. S. Feuer, Esq.

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is entered into this 30<sup>TH</sup> day of July, 1999 by and among ~~SANITARY COUPLERS INCORPORATED~~, an Ohio corporation with a principal place of business in Springboro, Ohio ("Sanitary Couplers"), ~~SANITARY COUPLERS MANUFACTURING CORPORATION~~, an Ohio corporation with a principal place of business in Springboro, Ohio ("Sanitary Manufacturing" and collectively with Sanitary Couplers, the "Seller"), ~~JEFFERY S. ZORNOW - SANITARY COUPLERS INC. TRUST~~ u/d/t dated September 1, 1998 (the "Stockholder"), ~~SANITARY COUPLERS PROPERTIES LIMITED LIABILITY COMPANY~~, an Ohio limited liability company (the "LLC"), (collectively with the Seller, the Stockholder and the LLC, the "Selling Group") and ~~NORTON PERFORMANCE PLASTICS CORPORATION~~, a Delaware corporation with a place of business in Wayne, New Jersey, or nominee (the "Buyer").

WHEREAS, the Stockholder owns all of the issued and outstanding capital stock of Seller; and

WHEREAS, the Seller is willing to sell and the Buyer is willing to purchase substantially all of Seller's assets and business and certain real estate owned by the LLC.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and covenants contained herein, the parties agree as follows:

## ARTICLE 2

### Sale of Assets

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, Seller will sell and assign over to Buyer at the Closing, and Buyer will purchase and acquire from Seller, the Acquired Assets and Business as a going concern, excluding only those assets listed and described on Schedule 2.1 attached hereto (the "Excluded Assets").

2.2 Acquired Assets. The assets to be sold by Seller to Buyer hereunder (other than Excluded Assets) consist of all tangible and intangible assets reflected on the Base Balance Sheet or reflected as Seller's assets at the Closing Date in Seller's books and operating records, and all other property used or held for use by the Seller in connection with the Business as the same may exist on the Closing Date (the "Acquired Assets"), including without limitation by reason of enumeration the following:

(a) The machinery, equipment, furniture, equipment, jigs, dies, hand tools and other property of Seller, together with additions and replacements thereto in the ordinary course of business through the Closing Date unless items have been consumed and not replaced in the ordinary course of business through the Closing Date.

(b) All of Seller's leaseholds, subleaseholds and improvements, fixtures and fittings thereon and all rights thereunder.

(c) All inventories arising from the operations of Seller on hand on the Closing Date, including raw materials, supplies, work in process and finished goods.

(d) All notes receivable, accounts receivable and drafts receivable of Seller arising from the operations of Seller existing or outstanding on the Closing Date.

(e) The prepaid expenses set forth on Schedule 2.2(e).

(f) The prepayments and deposits set forth on Schedule 2.2(f).

(g) The Intangible Property.

(h) All other intangible assets of any nature of Seller used in connection with the activities of Seller's business as a going concern, including without limitation by reason of enumeration, goodwill, franchises (to the extent assignable), mortgages, all right, title and interest of the Seller in and to the use of the names "Sanitary Couplers Incorporated" and "Sanitary Couplers Manufacturing Corporation" and/or any variation thereof, all proprietary rights associated therewith, processes, formula, trade secrets, proprietary claims, causes of action, judgments, rights in litigation and claims for abatement of taxes for real and personal property being transferred in accordance with this Agreement.

(i) The Permits (to the extent assignable).

(j) All sales records, customer lists, account lists, records, and files together with books, documents of title, reports, drawings and specifications, engineering notebooks, manuals, customer lists, data sheets, promotional materials, computer programs and supporting documentation and other written information.

(k) All other assets, rights, interests and properties of Seller of every name or nature which are not Excluded Assets.

2.3 Consideration. Subject to adjustment pursuant to Section 2.3.7 and plus or minus prorations pursuant to Section 2.3.4, the purchase price for the Business and the Acquired Assets shall be (a) Seven Million Three Hundred Forty Six Thousand Nine Hundred Fifty Two Dollars (\$7,346,952), plus (b) Nine Thousand Three Hundred Dollars (\$9,300) paid by Seller as the deposit for an Emco CNC machine (the "CNC Machine"), less (c) Trade Accounts Payable as shown on Schedule 2.3.1 (collectively, the "Asset Purchase Price").

following persons, or at such other addresses and persons as to which the parties may be notified in accordance with this provision from time to time. If mailed, any such notice will be deemed to have been given five (5) days after deposit in the mails. If sent by overnight courier, any such notice will be deemed to have been given when received.

To Seller, Stockholder, and  
the LLC:

Jeffery S. Zornow  
389 Grassy Creek Way  
Centerville, OH 45458

With a copy to:

Mark S. Feuer, Esquire  
Chernesky, Heyman & Kress P.L.L.  
1100 Courthouse Plaza, S.W.  
P.O. Box 3808  
Dayton, OH 45401-3808  
Telecopy No.: (937) 449-2821

To the Buyer:

Norton Performance Plastics Corporation  
150 Dey Road  
Wayne, NJ 07470-4699  
Attention: Mark Brebberman, Vice President  
Telecopy No.: (973) 696-4056

With a copy to:

Frank S. Anthony, Esquire  
Counsel  
Norton Company  
One New Bond Street  
P.O. Box 15008  
Worcester, MA 01615-0008  
Telecopy No. (508) 795-5344

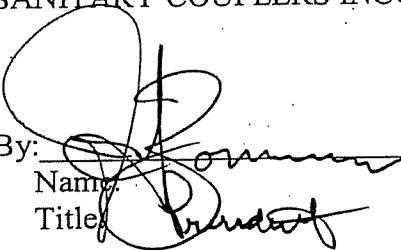
**TRADEMARK**  
**REEL: 003429 FRAME: 0566**

The undersigned, intending to be legally bound, have duly executed this Agreement under seal as of the day and year first written above.

Witness:

Thomas J. Insal

SANITARY COUPLERS INCORPORATED

By:   
Name: \_\_\_\_\_  
Title: President



Witness:

Linda K Zornow

SANITARY COUPLERS  
MANUFACTURING CORPORATION.

By: [Signature]  
Name:  
Title: President

Stockholder:

Witness:

Linda K Zornow

JEFFERY S. ZORNOW – SANITARY  
COUPLERS, INC. TRUST U/D/T DATED  
SEPTEMBER 1, 1998

By: [Signature]  
Name:  
Title: Trustee

Witness:

Linda K Zornow

SANITARY COUPLERS PROPERTIES  
LIMITED LIABILITY COMPANY

By: [Signature]  
Name:  
Title: Member

NORTON PERFORMANCE PLASTICS  
CORPORATION

By: Mark A Bebberman  
Name:  
Title: VP

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