

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plastimayd Corporation		10/31/2006	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Plastimayd LLC
Street Address:	14151 Fir Street
City:	Oregon City
State/Country:	OREGON
Postal Code:	97045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1522286	PLASTIMAYD
Registration Number:	1583720	PLASTIMAYD
Registration Number:	1535763	PLASTIMAYD
Registration Number:	1531990	SPACE ARENA
Registration Number:	2437246	ULTRA-MAYD
Registration Number:	1554684	UNIFLEX

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-558-5600
 Email: trademarksSF@winston.com
 Correspondent Name: Winston & Strawn LLP
 Address Line 1: 35 W. Wacker Drive
 Address Line 4: Chicago, ILLINOIS 60601-9703

TRADEMARK

ATTORNEY DOCKET NUMBER:	010473.00001
NAME OF SUBMITTER:	Liisa M. Thomas
Signature:	/Liisa M. Thomas/
Date:	03/15/2007

Total Attachments: 6

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Bill of Sale") is dated as of October 31, 2006, by and among PLASTIMAYD LLC, a Delaware limited liability company ("Purchaser"), PLASTIMAYD CORPORATION, an Oregon corporation (the "Company"), JAM ACQUISITIONS COMPANY, an Oregon corporation ("Parent"), and Todd Mulvaney and Andy Karabatsos, each an individual and the only shareholders of Parent (collectively, the "Selling Stockholders").

A. Purchaser, the Company, Parent and the Selling Stockholders have entered into an Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which the Company has agreed to sell the Business and substantially all of the assets and properties of the Company to Purchaser and whereby the parties will consummate certain other transactions contemplated thereby, upon the terms and conditions specified therein.

B. This Bill of Sale is being executed and delivered pursuant to the Agreement in order to effectuate the transfer by the Company to Purchaser of the Purchased Assets (both tangible and intangible) and the assumption by Purchaser of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Bill of Sale shall have the meanings ascribed to them in the Agreement.

2. **Sale of Assets; Assignment.**

(a) The Company, in accordance with and subject to the Agreement, hereby sells, transfers, conveys, assigns and delivers to Purchaser the Purchased Assets (both tangible and intangible), free and clear of all Liens other than Permitted Liens, and Purchaser, in accordance with and subject to the Agreement, hereby acquires from the Company all of the Company's right, title and interest in and to the Purchased Assets (both tangible and intangible).

(b) Notwithstanding anything to the contrary set forth in Section 2(a) above, the Purchased Assets hereby sold, transferred, conveyed, assigned and delivered to Purchaser do not include any of the Retained Assets.

3. **Limited Assumption of Liabilities By Purchaser.**

(a) Purchaser, in accordance with and subject to the Agreement, hereby assumes and agrees to pay, perform and discharge when due, all of the Assumed Liabilities, and no others.

(b) The Company shall remain unconditionally liable for all of its obligations, liabilities and commitments, fixed or contingent, other than the Assumed Liabilities. Purchaser does not assume, and the Company shall retain and be responsible for, all other obligations, liabilities and debts of the Company of any nature whatsoever, absolute or contingent, known or unknown, which do not constitute Assumed Liabilities.

4. **Counterparts.** This Bill of Sale is being executed pursuant to the Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be acceptable as an original for all purposes.

5. **Binding Effect.** This Bill of Sale shall inure to the benefit of, and be binding upon, the Company, Parent, Purchaser and the Selling Stockholders, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.

6. **Amendment, Waiver or Termination.** This Bill of Sale cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

7. **Governing Law.** This Bill of Sale shall be governed by, and construed in accordance with, the laws of the state of Delaware, without reference to choice of law principles which would require the application of the law of any other jurisdiction.

8. **Further Instruments and Actions.** From time to time after the date hereof, upon the request of Purchaser, the Company, Parent and the Selling Stockholders shall execute, deliver and acknowledge all such further instruments of transfer and conveyance and do and perform all such other acts and things as Purchaser may reasonably require to more effectively transfer the Purchased Assets to Purchaser and to put Purchaser in possession of any of the Purchased Assets.

9. **Terms of the Agreement.** The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and Assumed Liabilities, are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement will not be superseded by this Bill of Sale but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Bill of Sale or any missing terms in this Bill of Sale, the terms of the Agreement will govern.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

THE PLASTIMAYD COMPANIES:

PLASTIMAYD CORPORATION

By: 


Name: Andy Karabatsos
Title: Vice President

JAM ACQUISITIONS COMPANY

By: 

Name: Todd Mulvaney
Title: President

SELLING STOCKHOLDERS:


TODD MULVANEY


ANDY KARABATSOS

PURCHASER:

PLASTIMAYD LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

THE PLASTIMAYD COMPANIES:

PLASTIMAYD CORPORATION

By: _____

Name: _____

Title: _____

JAM ACQUISITIONS COMPANY

By: _____

Name: _____

Title: _____

SELLING STOCKHOLDERS:

TODD MULVANEY

ANDY KARABATSOS

PURCHASER:

PLASTIMAYD LLC

By: _____

Name: Christopher Killackey

Title: Assistant Secretary

Section 5.10(a)
Purchased Intellectual Property

Software programs:

“Pools Program” – engineered drawing/cataloguing software program developed by Plastimayd Corporation (designed in-house)

CAD Design Sizing and Layout Software – undersizing program for swimming pools developed by Plastimayd Corporation (designed in-house)

Microsoft Business Solutions Software purchased from Omega Group, Inc.

- CRM License – Sales Management – Microsoft Dynamics
- Solomon Accounting and Operations Software - License

Registered Trademarks:

Mark	Class & Goods	Application/ Registration No.	Application/ Registration Date
PLASTIMAYD	Class 1: vinyl adhesives	73/736,620 1,522,286	June 27, 1998 January 31, 1989
PLASTIMAYD	Class 22: protective coverings of elxible3 vinyl, namely, liners for hot tubs, swimming pools, spas and industrial tanks, vinyl culvert sleeves	73/738,044 1,583,720	July 5, 1988 February 20, 1990
PLASTIMAYD	Class 37: custom fabrication services in the manufacture to the order and specification of others of protective coverings and liners of flexible vinyl materials, including culvert sleeving, air-supported shelters and enclosures, liquid storage liners, liners for tanks, drums and ponds, manhole guard covers, aerial tents, hot wire blankets, cover and tarpaulins, industrial aprons, protective clothing, nuclear containment areas and other contamination waste bags	73/736,745 1,535,763	June 27, 1988 April 18, 1989
SPACE ARENA	Class 19: air-supported vinyl shelters, swimming pool, spa and space enclosures	73/736,546 1,531,990	June 27, 1988 March 28, 1989
ULTRA-MAYD	Class 22: protective coverings of	76/035,806	April 26, 2000

	flexible vinyl, namely, liners for hot tubs, swimming pools, spas, ponds and tanks	2,437,246	March 20, 2001
UNIFLEX	Class 17: swimming and spa pool liners of flexible vinyl	73/769,076 1,554,684	December 12, 1988 September 5, 1989

Internet Domain Name:

Plastimayd.com

Unregistered items: The Company may also have common law trademark or copyright rights in logos, names, and slogans used in website and collateral marketing and operational materials, including the following:

Permamayd 25

Unweld

Tex-Tread

Permwall

Pool Patch

Vinyl Liquid Weld

SuperFit (mesh) cover

Sure Fit (solid) cover

"Technology that give you peace of mind"

Patterns

Company Manuals

- Shipping/Receiving Manual
- Cutting Manual
- Welding Manual
- Inspection Manual
- Basic Skills
- Employee Handbook
- Operator Training