

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Premium Molding, Inc.		09/24/2004	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ameri-Kart Corp.		
<b>Street Address:</b>	1293 S. Main Street		
<b>City:</b>	Akron		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44301		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1441994	ROLL-A-WASTE	
Registration Number:	2067074	ROLL-A-WASTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(216) 363-4152		
<b>Email:</b>	trademark@bfca.com		
<b>Correspondent Name:</b>	Susan E. Clady		
<b>Address Line 1:</b>	200 Public Square		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	29711-163, 164		
<b>NAME OF SUBMITTER:</b>	Susan E. Clady		
<b>Signature:</b>	/Susan E. Clady/		

OP \$65.00 1441994

Date:

06/19/2008

Total Attachments: 4

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## ASSETS PURCHASE AGREEMENT

This Assets Purchase Agreement is entered into this 24<sup>th</sup> day of September, 2004, by and between PREMIUM MOLDING, INC., d/b/a DIAKON MOLDING, a Pennsylvania corporation with offices and a place of business at 59 Bay Hill Drive, Latrobe, Unity Township, Westmoreland County, Pennsylvania 15650, hereinafter "Seller,"

AND

AMERI-KART CORP., a North Carolina corporation with offices and a place of business at 1293 South Main Street, Akron, Ohio 44301, hereinafter "Purchaser,"

WHEREAS, Seller owns and operates a division under the name of Diakon Molding, which is a business manufacturing plastic refuse collection containers and other blow-molded products at an extrusion blow molding manufacturing facility in Reidsville, Rockingham County, North Carolina (the "Business"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase and accept certain assets of the Seller used in the Business, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the respective promises and undertakings hereunder, the Seller and Purchaser each intending to be legally bound hereby covenant and agree as follows:

### ARTICLE I

#### DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 "Accounts Receivable" shall mean as of any date all accounts receivable associated with the Business as of such date.
- 1.2 "Affiliate" means, with respect to any Person, any other Person controlling, controlled by, or under common control with such Person.
- 1.3 "Agreement" shall mean this Asset Purchase Agreement.
- 1.4 "Assumed Liabilities" shall have the meaning given to it in Section 4.2.
- 1.5 "Business Premises" shall mean the premises in which the Business is presently conducted, situated at 1001 N.E. Market Street, Reidsville, Rockingham County, North Carolina, containing 11.983 acres more or less.
- 1.6 "Closing Date" shall mean September 24, 2004, or, if all conditions precedent to the closing set forth in this Agreement are not satisfied or waived as of September 24, 2004, the earliest practical date after all such conditions

- 1.17 "Inventory" shall mean the inventory of the Business, including raw materials, supplies, work in process, and finished goods owned by Diakon.
- 1.18 "Payables" as of any date shall mean any of the accounts payable associated with the Business as of such date, determined in accordance with GAAP consistently applied.
- 1.19 "Party" shall mean each of the Purchaser and the Seller.
- 1.20 "Person" shall mean any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, any other business entity or governmental entity (or any department, agency, or political subdivision thereof).
- 1.21 "Purchased Assets" shall have the meaning given to that term in Section 2.1 below.
- 1.22 "Regulated Substance" shall mean any substance that is regulated under the Environmental Laws.
- 1.23 "Payables" as of any date shall mean any of the accounts payables associated with the business as of such date.

## ARTICLE II

### TRANSFER OF ASSETS AND PROPERTY

2.1 Purchased Assets. Subject to the terms and conditions of this Agreement, Seller shall sell and convey to Purchaser, free and clear of all Encumbrances whatsoever (other than permitted Encumbrances and except as expressly provided herein), and Purchaser shall purchase from Seller, the Business as a going concern and all of Seller's right, title and interest in and to the assets, properties and rights of every kind and description, tangible and intangible, wherever situated, constituting or used in the Business (the "Purchased Assets") as the same shall exist on the Closing Date (other than the Excluded Assets), including, without limitation, the following:

2.1.1 Equipment, Machinery and Other Tangible Personal Property. All machinery, molds and accessories, equipment, leasehold improvements, trucks, automobiles, supplies, office furniture, office equipment, computing equipment, telecommunications equipment, and other items of personal property that are owned by Seller and used solely and exclusively in connection with the Business, including those described in Schedule 2.1.1;

2.1.2 Accounts Receivable. Accounts Receivable of the Business on the Closing Date.

**2.1.3** Cash and cash equivalents on Hand or in Bank Accounts;

**2.1.4** Contracts Relating to the Business. All of the interest of Seller in all contracts, leases of machinery, equipment and other personal property, sale orders, purchase orders, guarantees, commitments, instruments and all other agreements relating solely and exclusively to the acquisition or ownership by Seller of any of the Purchased Assets or the operation of the Business, including those listed in Schedule 2.1.4 hereto and those not required to be listed on Schedule 2.1.4 by reason of the nature thereof and the amount of the commitment thereunder or value thereof;

**2.1.5** Customer Lists, Sales and Marketing Materials. All customer lists, sales data, catalogs, brochures, suppliers' names, mailing lists, art work, photographs, and advertising material that relate solely and exclusively to the Business, whether in electronic form or otherwise;

**2.1.6** Permits, Licenses. All of Seller's interest in governmental permits, licenses, registrations, orders and approvals relating solely and exclusively to the Business, including those listed in Schedule 2.1.6 hereto, to the extent such permits, licenses, registrations, orders and approvals are transferable to Purchaser;

**2.1.7** Trade Secrets. All trade secrets, secret processes and procedures, engineering, production, assembly, design, installation, other technical drawings and specifications, working notes and memos, market studies, consultants' reports, technical and laboratory data, competitive samples, engineering prototypes, and all similar property of any nature, tangible or intangible, of Seller relating solely and exclusively to the Business;

**2.1.8** Intellectual Property. All right, title and interest of Seller in the patents, trademarks, trademark registrations, trade names, service marks, copyrights and copyright registrations described in Schedule 2.1.8;

**2.1.9** Property, Personnel and Accounting Records. All other records of Seller relating solely and exclusively to the Business, including property records and copies of personnel records of Employees who become employees of Purchaser;

**2.1.10** Inventory. All Closing Inventory;

**2.1.11** Computer Software. Except for any software not used by Seller solely and exclusively in the Business, all computer applications software, owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-business usage (e.g. order processing, manufacturing, process control, shipping, etc.) and all computer operating, security or programming software, owned or licensed by Seller; and

**SCHEDULE 2.1.8**

**U.S. PATENTS**

<b>PATENT TITLE</b>	<b>ISSUE DATE</b>	<b>PATENT NUMBER</b>
Apparatus for Segregated Refuse Collection	November 7, 1989 (Expires November 7, 2006)	4,878,592
Refuse Container Having Removable Wear-Resistant Pads	October 12, 1993 (3 <sup>rd</sup> Maintenance Fee due April 12, 2005(w/o penalty))	5,251,780

**FOREIGN PATENTS**

<b>PATENT TITLE</b>	<b>ISSUE DATE</b>	<b>PATENT NUMBER</b>
Refuse Container Having Removable Wear-Resistant Pads	Canada	2,109,868
Refuse Container Having Removable Wear-Resistant Pads	Mexico	187,166

**REGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NO.</b>	<b>PATENT NUMBER</b>
<b>Roll-A-Waste</b> (for loading apparatus in the nature of hydraulic trash container lifts for trash disposal vehicles)	June 9, 1987	1,441,994	Renewal Due June 9, 2007
<b>Roll-A-Waste</b> (for plastic garbage and waste containers on wheels)	June 3, 1997	2,067,074	