

**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>
INDUSTRIAL POWDER COATINGS, INC.,		03/05/2007	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greenkote IPC, Inc.		
<b>Street Address:</b>	204 Republic Street		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44857		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2591216	IPC COATING APPLICATION SPECIALISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)583-7087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2165837086		
<b>Email:</b>	ecaja@ulmer.com		
<b>Correspondent Name:</b>	Edward F Caja		
<b>Address Line 1:</b>	1660 West 2nd Street Suite 1100		
<b>Address Line 4:</b>	Cleveland, OHIO 44113-1448		
<b>ATTORNEY DOCKET NUMBER:</b>	32171-0		
<b>NAME OF SUBMITTER:</b>	Edward F. Caja		
<b>Signature:</b>	/Edward F. Caja/		
<b>Date:</b>	07/03/2008		

OP \$40.00 2591216

**Total Attachments: 12**

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**ASSET PURCHASE AGREEMENT**

**by and between**

**GREENKOTE IPC, INC.**

**as**

**Buyer**

**and**

**INDUSTRIAL POWDER COATINGS, INC.**

**as**

**Seller**

**March 5, 2007**

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the "**Agreement**"), dated as of March 5, 2007, is by and between **Greenkote IPC, Inc.**, a Delaware corporation (the "**Buyer**"), and **INDUSTRIAL POWDER COATINGS, INC.**, an Ohio corporation (the "**Seller**" or "**Company**").

### **RECITALS:**

**WHEREAS**, Seller is engaged in the business of providing powder coating, e-coat and plating services at plants located in St. Louis, Missouri ("**St. Louis Plant**"); Louisville, Kentucky ("**Louisville Plant**"); Shelbyville, Kentucky ("**Shelbyville Plant**"); and Knoxville, Tennessee ("**Knoxville Plant**", and with the St. Louis Plant, Louisville Plant and Shelbyville Plant, collectively referred to herein as the "**Plants**");

**WHEREAS**, Buyer desires to purchase and assume from the Company, and Company desires to sell and transfer to Buyer, all of the Purchased Assets (as hereinafter defined) and all of the Assumed Liabilities (as hereinafter defined) upon the terms and subject to the conditions contained in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

(m) **“Business”** means the business of Seller involving the powder coating, e-coat and plating services at the Plants including, but not limited to, the accounting, human resource, administrative, information systems and other back office operations related to such activities.

(ss) ***“Goodwill”*** means the goodwill of the Business.

(bbb) ***“Intellectual Property”*** means all intellectual property used to conduct the Business, including: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (ii) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, supplier lists, pricing and cost information, processes, techniques, technical data, designs, drawings, specifications, product road maps, and business and marketing plans and proposals), (v) all computer software (including data and related documentation and software installed on hard disk drives) other than off-the-shelf computer software subject to shrink-wrap or clickwrap licenses, (vi) all domain names and websites; and (vii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

(ppp) **“Owned Intellectual Property”** means all Intellectual Property of the Business owned by Seller existing as of Closing.

(www) **“Purchased Assets”** means all right, title and interest of Seller in and to all of the assets of Seller relating to the Business of whatsoever nature, tangible or intangible, real or personal (except to the extent an Excluded Asset), including the following:

(vii) the Owned Intellectual Property;



**ARTICLE II.**  
**PURCHASE AND SALE OF PURCHASED ASSETS**

2.1 Transfer of Purchased Assets. Subject to the terms and conditions contained in this Agreement, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall acquire from Seller, all of the Purchased Assets, free and clear of any Encumbrances of which Seller has Knowledge (other than such rights as may be retained by lessors under the Leases or those leases pertaining to Tangible Personal Property set forth on Schedule 4.3), and Seller shall retain the Excluded Assets.

**ARTICLE III.**  
**CLOSING**

3.1 Closing. The Closing will be held at the offices of Ulmer & Berne LLP, 1660 West Second Street, Suite 1100, Cleveland, Ohio 44113, on March 5, 2007 (the "**Closing**"); provided that, notwithstanding the foregoing, the Closing may take place at such other place, and at such other time, or on such other date as the parties hereto may mutually agree (the date on which the Closing occurs being herein referred to as the "**Closing Date**"). The Closing shall be effective as of 12:01 a.m. on the Closing Date.

4.10 Intellectual Property.

(a) Set forth on Schedule 4.10(a) is a true and complete list of all Intellectual Property used or necessary to be used in connection with the Business. To the Knowledge of Seller, other than as set forth on Schedule 4.10(a), with respect to each item of Intellectual Property required to be identified on Schedule 4.10(a): (i) Seller possesses the sole and exclusive all right, title and interest in and to the item, free and clear of any Encumbrances or licenses, (ii) the item is not subject to any outstanding Governmental Requirement that would have a Material Adverse Effect on Seller's ability to utilize such item, (iii) no Proceeding is pending or, to the Knowledge of Seller, threatened which challenges the legality, validity, enforceability, use or ownership of the item, (iv) other than routine indemnities given to distributors, sales representatives, dealers and customers, Seller does not have any current obligations to indemnify any Person for or against any interference, infringement, misappropriation or other conflict with respect to the item, and (v) after the deliveries provided for in this Agreement have occurred, none of the Seller nor any current or former officer, director or employee of the Seller will

retain any rights of ownership or use with respect to the Intellectual Property set forth on Schedule 4.10(a).

**IN WITNESS WHEREOF**, the parties to this Agreement have caused this Agreement to be executed on the day and year indicated at the beginning of this Agreement.

"Seller"

**INDUSTRIAL POWDER COATINGS, INC.**

By: *James R. Thomson*  
Name: JAMES R. THOMSON  
Title: CTO/Secretary

"Buyer"

**GREENKOTE IPC, INC.**

By: *Arie Laor*  
Name: Arie Laor  
Title: President & Secretary

**Intellectual Property**

**Unregistered Name**

Industrial Powder Coatings

**Registered Service Mark**

IPC Reg. No. 1,956,244

Registered Feb. 13, 1996