

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
Scenic Design, Inc.		12/30/2005	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Denny Manufacturing Company, Inc.		
Street Address:	P.O. Box 7200		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36670		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2733720	FLEXTEX	
CORRESPONDENCE DATA			
Fax Number:	(205)488-6770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2055218770		
Email:	cwilkerson@babco.com		
Correspondent Name:	Crystal G Wilkerson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203-2104		
ATTORNEY DOCKET NUMBER:	2733720		
NAME OF SUBMITTER:	Crystal G. Wilkerson		
Signature:	/cwilkerson/		
Date:	06/02/2009		

OP \$40.00 2733720

Total Attachments: 17

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**AGREEMENT FOR PURCHASE AND SALE OF ASSETS
OF SCENIC DESIGN, INC., A UTAH CORPORATION**

THIS AGREEMENT is made as of the 30TH day of December, 2005, by Denny Manufacturing Co, Inc., an Alabama corporation, hereinafter referred to as the Purchaser, and Scenic Design, Inc., a Utah corporation, hereinafter referred to as the Seller.

RECITAL

The Purchaser desires to purchase and receive from the Seller, and the Seller desires to sell and assign to the Purchaser a portion of the Seller's assets.

AGREEMENT

THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the parties hereby agree as follows:

Purchase and Sale

(1) Upon the terms and subject to all of the conditions in this Agreement and the performance by each of the parties of their respective obligations, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell and deliver to the Purchaser on the Closing Date, a portion of the Seller's assets. The assets to be sold and conveyed, and delivered are more fully described in Exhibit A attached hereto (such assets being sold are hereafter referred to as the "Assets").

Purchase Price

(2) Subject to the terms and conditions of this Agreement, and in full consideration for the sale, conveyance, transfer, and delivery of the Seller's Assets to the Purchaser at the Closing, the Purchaser will pay to the seller the full amount of \$300,000 and forgive amounts advanced to Seller amounting to \$20,000. Payment of the purchase price shall be as follows:

- (a) Purchaser upon execution of this agreement shall pay to Seller a deposit of \$50,000 to be credited toward the purchase price; however, if transactions are not closed on or before February 1, 2006, then that deposit will be refunded in full by the Seller.
- (b) Within fifteen days after delivery of the assets to the Purchaser, set up of the assets ready to operate and the completion of training, the Purchaser shall pay to Zions First

TRADEMARK

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National Bank the amount of \$ _____, and deliver to the Seller proof that Zions First National Bank has been paid.

- (c) At closing, the balance of the purchase price will be dispersed as follows:
- (i) To reimburse the purchaser for one half of the costs of shipping the Assets to the Purchaser under Roadway quote number 94820703.
 - (ii) To be paid to the Seller upon completion of the training; however, the Purchaser shall retain \$10,000 until all molds to be replaced by the Seller have been delivered to the Purchaser.

Allocation of Purchase Price

- (3) The foregoing purchase price shall be apportioned among the assets and business being sold by the Seller to the Purchaser hereunder as follows:

(a)	Equipment	\$ 300,000
(b)	Scenic Design name	\$ 15,000
(c)	Scenic Design website	\$ 1,000
(d)	Scenic Design 800 number	\$ 1,000
(e)	Scenic Design training	\$ 1,000
(f)	FlexTex™ Trademark	\$ 1,000
(g)	Marketing photographs	\$ 1,000

- (4) The Purchaser will not assume and will not discharge or be liable for any debts, liabilities, or obligations of the Seller, including, without limitations, any (a) liabilities or obligations of the Seller to its creditors or stockholders as such or as creditors; (b) liabilities or obligations of the Seller with respect to any transactions occurring after the Closing; (c) sales or income tax or other liabilities or obligations of the Seller incurred in connection with the sale of its properties, assets, or business pursuant to this Agreement, or in connection with its liquidation or dissolution; or (d) any contingent liabilities or obligations of the Seller.

Closing and Certain Related Matters

- (5)(a) The Closing shall be on or about December 30th, 2005, or such other date as the parties hereto shall mutually agree. The time and

place of the Closing shall be such as the parties hereto shall mutually agree, and shall be accomplished and completed by signing and delivering the documents through overnight mailing and delivery services.

(b) At the Closing:

(i) The Seller will deliver to the Purchaser such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer in form satisfactory to the Purchaser's counsel, David S. Conrad, and containing full warranties of title, as shall be effective to vest in the Purchaser good, absolute, and marketable title to the Assets being transferred to the Purchaser by the Seller, free and clear of all liens, charges, and encumbrances, and restrictions whatsoever;

(ii) The Seller will deliver to the Purchaser all the contracts, dealer franchises, agreements, commitments, and rights pertaining to the Seller's Assets being sold. The Assets are used and sold "as is" with no expressed or implied warranty as to condition after the training period.

(iii) The Seller will deliver to the Purchaser such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer in form satisfactory to the Purchaser's counsel, David S. Conrad, to convey to the Purchaser its interest in its website www.scenicdesign.com and toll free number 800-785-1404.

(iv) The Seller will deliver to the Purchaser such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer in form satisfactory to the Purchaser's counsel, David S. Conrad, to convey to the Purchaser all of its rights, title, and interest in its corporate name. The Seller shall have thirty days to complete its name change with the State of Utah.

(v) The Seller will deliver to the Purchaser in a form satisfactory to the Purchaser's counsel, David S. Conrad, satisfactory proof that all documents have been executed to accomplish change of the name of Scenic Design, Inc. to some other name which is not similar.

(vi) The Seller will deliver to the Purchaser's counsel,

David S. Conrad, satisfactory proof that its debt to the following creditors has been paid in full and any liens that previously existed on any of the Assets being conveyed to the Purchaser have been released;

- a. Zion First National Bank
- b. Any other creditors holding liens against the Assets.

(vi) Seller will arrange for shipping Assets to Mobile, Alabama before the closing date. The Purchaser will be responsible and liable for the costs of shipping Assets to Mobile, Alabama. Seller will reimburse Purchaser one-half the cost of trucking from Salt Lake City, Utah to Mobile, Alabama under Roadway quote number 94820703. Seller will have personnel on site in Mobile to setup the entire operation with labor provided by Purchaser and train Purchaser's personnel in production and painting of props and backdrops, including equipment maintenance, and in the use of the EPS foam cutting machine. Purchaser will pay for lodging of Seller's representatives, and Seller will pay for transport of said personnel while on site in Mobile, Alabama.

(vii) During this training period, all molds will be inspected by Purchaser and Seller, and if any such molds are not in a condition to be used for their intended purpose, they shall be replaced at the expense of the Seller. At Seller's expense, all equipment and molds listed will be serviced by the Seller prior to shipping to Mobile, Alabama and all parts needing replacement will be replaced at that time. Any further parts requiring replacement during the training period will be at Seller's expense. The Assets are used and sold "as is" with no expressed or implied warranty as to condition after the training period.

(ix) Distributor Agreement dated the 8th day of January, 2003 is hereby terminated; however, the Seller's successor company may from time to time need props and backdrops formerly produced in-house to satisfy customer needs. The successor company will purchase these props at a discount rate agreed upon between Purchaser and Seller.

Sales and Transfer Taxes and Fees

- (o) All applicable sales, transfer, documentary, use, filing, and

other taxes and fees that may be due or payable to governmental agencies within State of Utah as a result of the sale, conveyance, assignment, transfer, or delivery of the property, assets, or business to be conveyed and transferred as provided herein whether levied on the Seller or the Purchaser shall be borne by the Seller. All applicable sales, transfer, documentary, use, filing, and other taxes and fees that may be due or payable to any State governmental agencies other than the State of Utah as a result of the sale, conveyance, assignment, transfer, or delivery of the property, assets, or business to be conveyed and transferred as provided herein whether levied on the Seller or the Purchaser shall be borne by the Purchaser. The parties agree that the Purchaser and the Seller shall each not pay any such tax for which it is responsible, subject to its right in good faith to contest the validity or amount thereof by proper proceedings at its expense.

Further Assurances to Purchaser

- (d) From time to time, after the Closing, at the request of the Purchaser, the Seller will execute and deliver to the Purchaser such other instruments of conveyance and transfer and take such other action as the Purchaser may reasonably require more effectively to convey, transfer to, and vest in the Purchaser, and to put the Purchaser in possession of, any of the Assets to be conveyed transferred, and delivered to the Purchaser hereunder.

Representations and Warranties by Seller

- (8) As a material inducement to the Purchaser to execute and perform its obligations under this Agreement, the Seller hereby represents and warrants to the Purchaser as follows:

Organization of Seller

- (a) The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Utah and has all requisite corporate power and authority to carry on its business as it is presently being conducted, to enter into this Agreement, and to carry out and perform the terms and provisions of this Agreement. Seller has no subsidiaries.

Capitalization

- (b) The Seller is duly and lawfully authorized by its Articles of Incorporation, as heretofore duly and lawfully amended, to issue \$100,000.00 shares of common stock at \$1.00 per value of which there are 2,000.00 shares validly issued and outstanding as of the date of this Agreement. The Seller has no other class or series of authorized capital stock. There are in existence no outstanding options, contracts, commitments, warrants, agreements, or rights of any character or nature whatever affecting or relating in any manner to the issuance of the Seller's capital stock.

Changes

- (c) Between August 15th, 2005 and the date hereof as to the Assets, the Seller has not:
- (i) Incurred any obligations or liabilities, absolute, accrued, contingent, or otherwise, except current liabilities incurred in the ordinary course of business;
 - (ii) Mortgaged, pledged, subjected to lien, charge or encumbrance, or granted a security interest in any of the Assets;
 - (iii) Canceled any debt or claim or sold or transferred any of the Assets;
 - (iv) Suffered any damage, destruction, or loss (whether or not covered by insurance) affecting the Assets, or prospects, or waived any rights of substantial value as to the Assets;

Litigation

- (d) There are no actions, suits or proceedings pending or threatened against the Seller or affecting any of its properties or rights, at law or in equity, or before any federal, state, municipal, or other governmental agency or instrumentality, domestic or foreign, nor is the Seller or any of its officers or directors aware of any facts which to its or their knowledge might result in any such action, suit, or proceeding. The Seller is not in default with respect to any order or decree of any court or of any such governmental agency or instrumentality.

Compliance with Law and other Instruments

- (e) The Seller is not in violation of any terms or provision of any charter, bylaw, mortgage, indenture, contract, agreement, instruments judgment, decree, order, statute, rule or regulation, and the execution and delivery of and performance and compliance with this Agreement will not result in the violation of or be in conflict with or constitute a default under any such term or provision or result in the creation of any mortgage, lien, encumbrance, or charge upon the Assets.

Corporate Acts and Proceedings

- (f) The sale and transfer of Assets by the Seller, as provided for in this Agreement, have been approved and consented to by the Board of Directors of the Seller and by the requisite number of holders of its outstanding capital stock, and all action required by any applicable law or otherwise by stockholders of the Seller with regard to such sale and transfer of Assets by Seller has been completed.

Title to Properties and Assets

- (g) The Seller has good, absolute, and marketable title to all of the Assets being sold to the Purchaser pursuant to this Agreement. Each of the Assets is subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever. The Assets of the Seller are in good used condition, repair, reasonable wear and tear excepted.

Patents and Trademarks

- (h) The Seller has no knowledge of any claim or reason to believe that it is or may be infringing or otherwise acting adversely to the rights of any person under or in respect of any patent, trademark, service mark, trade name, copyright, license or other similar intangible right. The Seller is not obligated or under any liability whatever to make any payment by way of royalties, fees, or otherwise to any owner or licensee of or other claimant to any patent, trademark, trade name, copyright, or other intangible asset with respect to the use thereof or in connection with the conduct of its business or otherwise.

No Default

- (j) The Seller is not in default in any respect under any of the contracts, agreements, leases, documents, or other commitments related to the Assets to which it is a party or otherwise bound.

Absence of Certain Changes or Events

- (j) Since August 15th, 2005, there has not been any adverse change in, or event or condition adversely affecting the condition, financial or otherwise, of the Assets of the Seller.

Dealers

- (k) The introduction of the Seller to the Purchaser and all negotiations on the part of the Seller relative to this Agreement and the transaction contemplated hereby have been effected and carried without the intervention of any dealer, finder, or other person.

Disclosure

- (l) No representation or warranty by the Seller in this Agreement or in any writing attached hereto, contains or will contain any untrue statement of material fact or omits or will omit to state any material fact of which the Seller or any of its directors or stockholders has knowledge or notice required to make the statements herein or therein contained not misleading.

Conditions Precedent to the Closing by Purchaser

(7) The obligation of the Purchaser to consummate this Agreement is subject to and conditioned upon the satisfaction, at or prior to the Closing, of each of the following conditions:

Compliance With Agreement

- (a) All the terms and conditions of this Agreement to be complied with and performed by the Seller on or before the Closing Date, including, the delivery to the Purchaser of all schedules, documents, and instruments required to be delivered to purchaser by this Agreement, shall have been complied with and performed.

Approval of Legal Matters by Purchaser's Counsel

- (b) The validity or legality of all actions, proceedings, instruments, and documents required to carry out this Agreement or incidental thereto, and all other related legal matters, shall have been approved by Purchaser's counsel, David S. Conrad, and there shall have been furnished to such counsel by the Seller such corporate and other records of the Seller as they may have requested for such purpose.

Counsel's Opinion

- (c) Prior to the closing the Seller shall have delivered to the Purchaser an opinion of Seller's counsel, to the effect that:
- (i) The Seller is a duly organized and validly existing corporation in good standing under the laws of the State of Utah;
 - (ii) The Seller has the corporate power to carry on its business as it is presently being conducted, to enter into this Agreement, to assign, transfer, and deliver to the Purchaser the properties, assets, and business of the Seller as contemplated by this Agreement, and to carry out the provisions of this Agreement;
 - (iii) All corporate proceedings required by law or by the provisions of this Agreement to be taken by the Board of Directors and shareholders of the Seller on or prior to the date hereof in connection with the consummation of this transactions contemplated by this Agreement have been duly and validly taken based upon the Seller's President, Gary L. Voorhees, as to the identity of all shareholders and directors of the seller;

Representation and Warranties

- (d) The representations and warranties of the Seller in Paragraph (6) hereof shall be deemed to have been made again on the Closing Date and then be true and correct, subject to any changes contemplated by this Agreement. There shall have been no materially adverse change in the condition of the Assets of the Seller.

Confidentiality

(8) Each party through the course of its association with the other party has gained and will gain intimate knowledge of the other's customers and business methods. Neither party will disclose any such knowledge and or information to any other person, firm, corporation, association and other entity for any purpose or for any reason.

Nature and Survival of Representation and Warranties

(9) The representation and warranties contained in and made pursuant to this Agreement shall survive the execution and delivery of this Agreement through the training period and for a period of one year thereafter.

Indemnifications

(10) The Seller shall, and hereby agrees to, indemnify and hold harmless, the Purchaser at all times from and after the Closing Date against and in respect to any damages, as hereinafter defined. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, liabilities joint or several, penalties, and damages, including counsel fees incurred in investigating or in attempting to avoid the same or oppose the imposition thereof, resulting to the Purchase from (a) any materially inaccurate representation made by the Seller in or under this Agreement; (b) breach of any of the warranties made by the Seller in or under this Agreement; (c) breach or default in the performance by the Seller of any of the covenants to be performed by it hereunder; and (d) any debts, liabilities, or obligations of the Seller, whether accrued, absolute, contingent, or otherwise, due or to become due of this Agreement.

Demands and Actions

(11) The Purchaser agrees that promptly upon receipt by it of notice of any demand, assertion, claim, action, or proceeding judicial or otherwise, with respect to any matter as to which the Seller and its stockholders have agreed to indemnify the Purchaser under the provisions of this Agreement, the Purchaser will give prompt notice thereof in writing to the Seller, together, in each instance, with a statement of such information respecting such demand, assertion, claim, action, or proceeding as the Purchaser shall then have. The Seller reserves the right to contest and defend by all appropriate legal or other proceedings any demand, assertion, claim, action, or proceeding with respect to which it or its stockholders have been called upon to indemnify the Purchaser under the provisions of this Agreement; provided, however, that:

- (a) Notice of the intention so to contest shall be delivered to the Purchaser within twenty (20) calendar days from the date of receipt by the Seller of notice of the assertion of such demand, assertion, claim, action, or proceeding.
- (b) The Seller shall pay all costs and expenses of such contest, including all attorneys' and accountants' fees and the cost of any bond required by law to be posted in connection with such contest; and
- (c) Such contest shall be conducted by reputable attorneys employed by the Seller at the Seller's cost and expense, but the Purchaser shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing, at its own cost and expense.

If after such opportunity, the Seller does not elect to participate, or does not participate, in any such proceedings, the Seller and its stockholders shall be bound by the results obtained by the Purchaser, including without limitation any out-of-court settlement or compromise.

If Seller elects to contest any demand, assertion, or claim, neither it nor its stockholders shall be obligated to make any payments to the Purchaser with respect thereto until the legal remedies available to the Seller or Purchaser, as the case may be, with respect to such demand, assertion, or claim, shall have been exhausted.

If requested by the Seller, the Purchaser agrees to cooperate with the Seller in contesting any demand, assertion, or claim, which the Seller elects to contest, or, if appropriate, in the making of any counterclaim or demand against the person asserting such demand, assertion, or claim or any cross-complaint against any person; but the Seller will reimburse the Purchaser for any expenses incurred by the Purchaser in so cooperating with the Seller. If such counterclaim or cross-complaint results in receipt by the Purchaser of amounts in excess of the amount which is subject to any such demand, assertion, or claim, such excess shall first be applied to the payment of the reasonable costs and expenses of the Seller incurred in connection with such contest, counterclaim, or cross-complaint, and the balance split evenly by the parties.

Covenant Not to Compete

(12) The Seller and its officers and directors and all of its shareholders agree separately that, for a period of three (3) years from the date of closing, they will not, directly, or indirectly, own, manage, operate, join, control or

participate in the ownership, management, operation, or control of, or be connected with, in any manner, any business in design and manufacturing props, sets, and molds sold to the professional photographic industry throughout the United States and Canada, which shall be in competition with the business of the Purchaser presently being conducted; however, both parties acknowledge and agree that Seller may continue to operate its business by offering goods and services that do not conflict with this Agreement.

Fire or Casualty

(13) The Seller assumes all risk of destruction, loss, or damage due to fire or other casualty until Assets are loaded upon a truck and are ready for transport to Alabama by Purchaser. Thereafter, Purchaser shall be liable for all risk of loss, destruction, and damage. Upon said destruction, loss, or damage due to fire or other casualty of a substantial portion of the assets listed in Exhibit A prior to loading such Assets, the Purchaser shall have the option to terminate this Agreement and, in the event of the exercise of such option, all rights of the Purchaser and the Seller shall terminate without liability to any party. The Purchaser shall notify the Seller within seven (7) days after receiving written notice of said destruction, loss, or damage due to fire or other casualty, of its decision to terminate this Agreement. If the Purchaser does not timely notify the Seller of termination, the Agreement shall remain in full force and effect, provided, however, the purchase price shall be adjusted at the Closing to reflect such destruction, loss, or damage, and if the Purchaser and Seller are unable to agree upon the amount of such adjustment, the dispute shall be determined by an independent appraiser and such determination shall be binding upon both the Purchaser and Seller herein.

Miscellaneous

(14) (a) This agreement shall not be assignable by the Seller or Purchaser without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.

Expense

(b) Each of the parties shall bear all expenses incurred by them in connection with this Agreement and in the consummation of the transactions contemplated hereby and in preparation thereof.

Amendment and Waiver

- (c) This Agreement may be amended or modified at any time and in all respects, or any provisions may be waived by an instrument in writing executed by the Purchaser and the Seller, or either of them in the case of a waiver.

Notices

- (d) Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Seller or its stockholders at 8385 South Allen Street, Sandy, Utah 84070 or to the Purchaser at 3007 Dial Street, Prichard, Alabama 36612, or at such other address as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail postage paid, as the case may be.

Choice of Law

- (e) It is the intention of the parties that the laws of the State of Alabama should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

Section and Other Heading

- (f) Section, paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Gender

- (g) All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Counterpart Execution

- (h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but

all of which together shall constitute but one and the same instrument.

Parties In Interest

- (i) All the terms and provisions of the Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Seller and the Purchaser and their successors and authorized assigns.

Integrated Agreement

- (j) This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

ATTEST:

Hans R. Dicks
Secretary

PURCHASER
Danny Manufacturing Co., Inc.

By: *[Signature]*

ATTEST:

Rob Foster
Secretary

SELLER
Scenic Design, Inc.

By: *[Signature]*

Exhibit A

Equipment

Gusmer H3500 proportioning unit (sprays hardcoat)	1 ea
Gusmer H3500 proportioning unit (sprays flexible elastomer)	1 ea
Gusmer F1600 proportioning unit (sprays foam)	1 ea
Gusmer GX7-400 spray guns	3 ea
Aero 2-1 barrel pumps	5 ea
Pneumatic barrel mixers	2 ea
Pneumatic tote mixers	2 ea
Devilbiss spray booth (18' wide x 24' deep x 14' high)	1 ea
Ingersoll Rand compressor (40 hp screw drive, 160 CFM)	1 ea
Dry chemical fire suppression system	1 ea
Conduit and wire	Approximately 75' for each machine
Breathable air purification	1 ea
Full face masks	2 ea
Tables (5'x8' & 4'x8')	1 ea
Shelf units	12 uprights & 48 crossbars
Refrigerated air dryer	1 ea
Twin tower desiccant air dryer	1 ea
Band saw with 36" throat with table	1 ea
Band saw with 48" throat with table	1 ea
Painting system (4 paint pots on stand & 4 guns with hose)	1 ea
Grainnet punch	1 ea
Hot knife	1 ea
Black & Decker Drill	1 ea
Deppit sawsall	1 ea
Pneumatic angled grinder	1 ea
Air hose	1 ea
Horse brush	1 ea

Set	Place
A La Carte	3-Tier Rock
A La Carte	3-Tier Stump
Rustic Wood	Brick Poser-Extra Large
Rustic Wood	Brick Poser-Large
Rustic Wood	Brick Poser-Medium
Rustic Wood	Brick Poser-Small
Overpass	Broken Beam
A La Carte	Car Door
Overpass	Cement Barrier
Men In The Moon	Cloud Poser

Plantation	Column
Courtyard	Curved Wall
Midtown	Fire Hydrant
Rustic Wood	FlexTex: Barnwood
Set	Piece
Heavy Metal	FlexTex: Brick
Jump Street	FlexTex: Cinder Block
A La Carte	FlexTex: Classic Stone
A La Carte	FlexTex: Cobblestone
Heavy Metal	FlexTex: Heavy Metal
In-Gear	FlexTex: In-Gear
Rustic Wood	FlexTex: Johnson Statwood
Jump Street	FlexTex: Jump Street
La Salsa	FlexTex: La Salsa
Midtown	FlexTex: Midtown Brick
A La Carte	FlexTex: Old Mill
Old World	FlexTex: Old World
Overpass	FlexTex: Overpass
Jump Street	FlexTex: Pebble
A La Carte	FlexTex: River Rock
A La Carte	FlexTex: Rubble Stone
Midtown	FlexTex: Sidewalk & Supports
A La Carte	FlexTex: Terra Cotta
A La Carte	FlexTex: Tree House
A La Carte	Forest Log
A La Carte	Forest Stump
Plantation	Full Arch Top
Jump Street	Full Barrel
Overpass	I Beam
La Salsa	La Salsa Window
A La Carte	Large Full Tree
Jump Street	Large Half Barrel
A La Carte	Large Half Tree
Denny	Large Log Poser
Denny	Large Log Seat
A La Carte	Large Rock
Denny	Large Rock & Stump Poser
Denny	Large Rocky Mountain Boulder
A La Carte	Large Tree Stump
Plantation	Masonry Fence
A La Carte	Medium Half Barrel
A La Carte	Medium Rock
Midtown	Midtown Door
Man In The Moon	Moon
Courtyard	Ornate Gate

Plantation
 Heavy Metal
 Jump Street
 Jump Street
 Heavy Metal
 Jump Street
 Rustic Wood
 Molds (continued)

Set

Ornate Gate
 Posing Column
 Posing Column
 Posing Triangle
 Posing Wall
 Posing Wall
 Retaining Wall

Piece

Denny
 Denny
 Mystic Glen
 Mystic Glen
 Rustic Wood
 A La Carte
 A La Carte
 A La Carte
 A La Carte
 Heavy Metal
 Courtyard
 Mystic Glen
 Mystic Glen
 A La Carte
 Tuscany
 Tuscany
 Tuscany
 Tuscany
 Tuscany
 Tuscany
 The Den
 The Den
 The Den
 The Den

Rock & Stump Poser
 Rocky Mountain Boulder
 Ruin Base
 Ruin Top
 Rustic Wood Rigid Door
 Small Full Tree
 Small Half Barrel
 Small Half Tree
 Small Rock
 Steel Ring
 Tall Column
 Window Base
 Window Top
 Wooden Trunk
 Tuscany Window Wall
 Tuscany Side Wall
 Tuscany Window Elegant Insert
 Tuscany Window Quaint Insert
 Cottage Steps
 Den Tall Panels
 Den Window Wall
 Fireplace Top Panel
 Fireplace

Training

Scenic Design, Inc. personnel will train Purchaser's personnel in production and painting of props and backgrounds including equipment maintenance. It is recommended that Purchaser send personnel to Gummer training courses in equipment maintenance.

Scenic Design, Inc name
 Scenic Design, Inc website (photography portion)
 Scenic Design, Inc 800 number
 FlexTex™ Trademark

All raw good inventory that pertains to the manufacturing process the Purchaser is buying.