

:ALTUS VINYL, LLC COMPANY:3801 S. MEMORIAL DR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/27/2011
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Bank and Trust	FORMERLY Dynaseal, Inc.	12/09/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Altus Vinyl LLC		
Street Address:	3801 S Memorial Dr		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53403		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3249340	WHEN IT RAINS IT DRAINS, WHEN IT SHINES IT REWINDS	
Registration Number:	3189151	RAIN DRAIN	
CORRESPONDENCE DATA			
Fax Number:	(262)898-3996		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	262-898-3991		
Email:	cburt@altusvinyl.com		
Correspondent Name:	Altus Vinyl, LLC		
Address Line 1:	3801 S. Memorial Dr		
Address Line 4:	Racine, WISCONSIN 53403		
NAME OF SUBMITTER:		Christine Burt	
Signature:		/Christine Burt/	
Date:		03/27/2011	
Total Attachments: 1 source=Altus_Agreement_of_Purchase (2)#page1.tif			

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REEL: 004525 FRAME: 0331

**AGREEMENT OF PURCHASE
AND TRANSFER OF ASSETS**

Altus Vinyl, LLC (hereinafter referred to as "Purchaser") and Community Bank & Trust (hereinafter referred to as "Transferor") enter into this agreement with the following understanding:

1. Purchaser agrees to purchase certain assets to be transferred pursuant to a certificate of transfer to be entered into by and between the parties. To effectuate the purchase, the Purchaser and Transferor agree to, upon Purchaser obtaining sufficient financing and payment of the purchase price, enter into the certificate of transfer attached to this agreement as Exhibit A (the "First Certificate of Transfer") and the escrow agreement attached to this agreement as Exhibit B (the "Escrow Agreement"). The purchase price for the assets transferred in accordance with the First Certificate of Transfer shall be \$150,000.00, and an additional \$50,000.00 shall be set aside under the terms of the Escrow Agreement. A second Certificate of Transfer is attached to the Escrow Agreement.

2. Purchaser acknowledges and represents that it is currently in possession of the assets listed in Exhibit A to the First Certificate of Transfer.

3. The parties intend to execute the First Certificate of Transfer and Escrow Agreement as soon as the Purchaser pays to Transferor the payments due under the First Certificate of Transfer and Escrow Agreement

4. It is anticipated that the closing shall take place within sixty (60) days of the date of this agreement or within ten (10) days after all financing approvals and confirmations from Racine Economic Development Corporation (RCEDC) and Racine Development Group (RDG) confirmed with a guarantee by WHEDA

and the financing is provided to Purchaser. Purchaser agrees to notify Transferor of its preparedness to close the transaction upon receipt of financing approval.

Dated this 21st day of October 2010.

PURCHASER:

Altus Vinyl, LLC

By: 

Christine M. Burt

By: 

Richard D. Burt

TRANSFEROR:

Community Bank & Trust

By: 

Authorized Signature

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EXHIBIT A

1.

CERTIFICATE OF TRANSFER

THIS CERTIFICATE OF TRANSFER (this "Certificate") is effective as of the 9th day of December 2010, by and between Community Bank & Trust (hereinafter referred to as the "Transferor") and Altus Vinyl LLC (hereinafter referred to as the "Transferee") (the words "Transferor" and "Transferee" includes their respective heirs, successors and assigns where the context requires or permits).

RECITALS

WHEREAS, Transferor has agreed to transfer to Transferee pursuant to this Certificate and pursuant to Article 9 of the Uniform Commercial Code of the State of Wisconsin (the "UCC"), all of the right, title, and interest of Dynaseal, Inc. and RH Holdings, Inc. (collectively, the "Borrower") in certain assets which are described on Exhibit A and incorporated herein (the "Personal Property"). Notwithstanding the foregoing, it is acknowledged that said Exhibit may not be all inclusive with respect to the property that Transferee believes it is receiving, and cannot be relied upon for accuracy, and said Personal Property shall be transferred subject to any leases, assignments, security interests, liens or encumbrances of third parties.

WHEREAS, the indebtedness secured by the Personal Property is in default, and Transferor has the right to foreclose upon and dispose of said Personal Property pursuant to the UCC.

WHEREAS, the Transferor wishes to sell, and Transferee wishes to purchase, the Personal Property pursuant to this Agreement.

NOW, THEREFORE, the Transferor and Transferee agree as follows:

2. Purchase Price. For the Personal Property, Transferee shall pay to Transferor \$150,000.00 in immediately available funds on the Closing Date (the "Purchase Price").
3. Transfer of Personal Property. In consideration for Transferee's payment of the Purchase Price to Transferor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor does hereby transfer and set over unto Transferee all of Transferor's and Borrower's right, title and interest in and to the Personal Property.
3. Warranties and Representations.
 - a. TRANSFEROR DOES NOT WARRANT TITLE OR THE PHYSICAL CONDITION OF THE PERSONAL PROPERTY OR THE ACCURACY OF EXHIBIT A, AND TRANSFEEE AGREES TO ACCEPT THE PERSONAL PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TITLE, POSSESSION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COLLECTABILITY OR THE LIKE.

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b. TRANSFEREE REPRESENTS AND WARRANTS THAT IT IS NOT AN "INSIDER" OF BORROWER, AS DEFINED PURSUANT TO THE UNIFORM FRAUDULENT TRANSFER ACT, CHAPTER 242, WIS. STATS. OR IN VIOLATION OF SAID ACT. SAID REPRESENTATION AND WARRANTY SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS CERTIFICATE AND THE TRANSACTIONS CONTEMPLATED HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Certificate pursuant to Article 9 of the UCC.


TRANSFEROR:


COMMUNITY BANK & TRUST

By: 
Name: Jamie Rommelfaenger
Title: VP Collections

TRANSFEREE:

ALTUS VINYL LLC

By: 
Name: Christine Burt
Title: CEO / Owner

By: 
Name: Richard Burt
Title: President / Owner

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Exhibit A

Dynaseal Inventory

Break Room

Quantity	Item
7	4 ft Tables
32	Chairs
3	Garbage Cans
1	Side by Side Refrigerator
1	Pizza Oven
3	Microwaves
3	Vending Machines
4	Framed wall pictures
1	Metal Magazine Rack
1	Coffee Maker
1	Pizza Skillet
250	plastic spoons
250	plastic forks
500	plastic knives
1	Coffee Percolator

John's Room

Quantity	Item
1	Cannon Printer IP6210D
1	Computer speakers
2	
1	Cork Board
2	4 Drawer files
1	Desk with extension
1	Folding Table
1	Scanner
2	Desk Chairs Rolling
1	Wooden Coffee Table
2	Waiting Room Chairs
	Plus Assortment of office supplies

Owner/Operator Office

Quantity	Item
1	Phone
1	3 shelf bookshelf
1	Desk Chair Rolling
2	Waiting room chairs
1	Desks
1	Credenza
1	Computer Printer
2	Compaq Laptops
1	IBM Laptop
1	4 ft white board
2	Portfolio cases
1	Computer Mouse
	Plus Assortment of Office Supplies

Dean's Room

Quantity	Item
2	4 Drawer Metal Files
1	Small Fan
1	Desk
1	4 ft table
2	phones
2	Computer Hard drive
2	Computer Speakers
1	Computer Keyboard
1	HP Monitor
1	Computer Server
1	Metal Shelving Units
1	Cannon Printer
1	Computer workstation
1	3 shelf bookshelf
1	Computer monitor
1	Desk Extension
1	Metal Rolling Cart w/shelves
1	Rolling Cart
2	Rolling Desk Chairs
	Plus Assortment of Office Supplies

Front Office Workstation

Quantity	Item
1	Paper Shredder
2	Adding Machines
1	Brother Printer
1	Phone
1	IBM Typewriter
1	Metal Cabinet
2	4 Drawer Metal Files
2	2 Shelf bookshelf
1	Computer Workstation
1	Desk Credenza and Extension
1	Rolling Desk Chair
1	Computer Hard drive
1	Computer Keyboard
1	Computer Mouse
1	Computer Monitor
1	Wall Picture
	Plus Assorted Office Supplies

Receptionist Area

Quantity	Item
8	4 Drawer Metal Files
1	Cannon Copier
1	Copy workstation
1	Computer Monitor
1	Computer Printer
1	Computer Keyboard
1	Computer Mouse
1	Computer Hard Drive
1	2 Shelf Bookshelf
1	Computer Workstation
1	Desk Credenza and Extension
1	Phone
1	Rolling Desk Chair
2	6 ft h 2 Door Cabinets
1	Waiting room chair

Accounting Room

Quantity	Item
1	6 ft 2 Drawer Cabinet
1	Wall Picture
1	Adding Machine
1	Rolling Desk Chair
1	Desk
1	4 Drawer Metal File
1	Phone
1	Computer Monitor
1	Computer Keyboard
1	Computer Mouse
1	Computer Hard drive
1	Computer Speakers
	Plus Assortment of Office Supplies

Closet by Hall

1 Rolling Cart

Closet In Reception Area

2 6 ft Metal shelves
Plus Assortment of Office Supplies

1 5 Shelf Unit

Lobby

2 Waiting Room Chairs

1 Coffee Table

Shop Office	
Quantity	Item
2	Metal Desks
3	Computer Hard drives
3	Computer Monitors
3	Computer Keyboard
2	Phones
3	4 Drawer Metal Files
2	Metal Desk
1	3 Shelf Bookshelf
1	Printer Stand
1	Computer Printer
1	Couch Table
1	2 Drawer Metal File
1	Table
1	small fan
1	Laptop
4	Rolling Desk Chairs
1	Corkboard
	Plus Assortment of Office Supplies
17	Work Tables
3	Roller Conveyers
1	Kensol Stamping foil E-UE251RA-RF
1	10 Drawer Tool box
4	Rolling Racks
544	RF Dies / Tools
2	4 wheel material cart
2	Pallet Jacks
36	Automatic Flip Guides
1	Kensol Foil Stamp KFB500W
1	Inline Foil Stamp Ultra 1.0
18	Operator Chairs
12	Rolling Carts
3	17 Shelf Steel Shelving Unit
2	9 shelf Rack
1	Shop desk
1	5 Shelf 8' Rack
1	Piercing Die
1	Paper Cutter

Misc packaging and pre-printed
packaging supplies

	Shop
Quantity	Item
16	Fans
1	Stock Cabinet
3	Foil Stamping -back wall
12	Shop Tables
6	Certs
2	Rolling Carts
4	Rivet Machines
1	Flip Guide Tray
21	Work Tables
23	Rolling Tables
1	Kensol Foil Stamping
2	Box Tapers
1	8' 3 shelf racks
2	Ingersoll Rand Air Compressors
9	Steel Shelves for holding dies
40	Roll Feed Guides
1	Band Saw
1	Drill Press
1	6 Drawer Tool Box
20	Steel Shelves for holding dies
1	Scroll Saw
1	Bench chair
18	Parts bins
1	Flammable Cabinet
1	Bench Grinder
8	4' Full Rolls of vinyl
42	4' Full Rolls of vinyl

Shipping and Receiving Area

Quantity	Item
25	Racks to hold Skids
2	Turn Table Plates
77	Clicker Dies - Rack 1-12
106	Clicker Dies - Rack 13-27
84	Clicker Dies - Rack 23-52
4	Clicker Dies - Loose on work tables
3	Wood crates for Trade shows
2	8' racks
1	Job Desk
9	Work Tables
	Skid Misc Racking & Conveyer
1	Rollers
1	Skid Furniture pads
1	cut-off vinyl rack
250	Aprox. Vinyl End cut rolls
1	Skid X-Mas Box
1	Skid Ziploc Material
1	partial skid folding chairs
7	Rolling Carts Blue Base
1	pallet jack
2	2 wheel dolly
1	Shrink Wrap machine
1	Scale
7	Skids URD boxes
7	Skids of old Records
3	Rolling Carts
1	Steel Shelf
1	Dewalt cut-off saw
1	old foil stamper Green
	80/20 extruded frames misc lengths
1	Overhead Crane 1 Ton capacity
2	#13 #14 Skids URD Boxes
2	Skids misc Dyna Trap rejects/parts
7	Boxes dynaseal cups
1	Rolling Hyd Cart
4	Skids TB 100
2.5	Skids URD 46 Display cartons
8	Boxes misc binders
1	Skid RD12 Packaging
	Assortment of Packaging boxes, pads, chipboard

Shipping Office

Quantity	Item
5	Paper Racks
1	Small Scale
2	Chairs
1	Computer
2	Panasonic Printer
1	Epson printer
1	printer
1	label printer
1	Desk
1	Computer Table
1	2 Drawer File Cab
10	Stacking trays
1	Cork Board
1	Casio Calculator
1	phone
4	Tape hand Dispensers
128 Boxes	Misc customer part over runs
17	Brooms & Dustpans
1	6' fiber glass ladder
1	10' fiber glass ladder
1	2 Step alum stairs
1 pr	Loading Dock Truck ramps

Utility Room

Quantity	Item
1	Computer with Monitor
1	Copier
1	Mop Bucket
5	Vaccums
3	Toilet bowl cleaner
6	Rolls Towels
2	pks c-fold towels
	Assortment of mis. Cleaning supplies

Outdoor Shed

Quantity	Item
1	42" Toro riding Mower
1	Hand Mower
1	Snow blower
7	Folding Tables
2	Folding Chairs
3	Weed Eaters
4	Gas cans
1	Shovel
2	Propane Tanks
1	Hedger
1	Post Pounder
3	Rakes
1	Pruner
6	Post Stakes

Presses / Machine Equipment

QUANTITY	DESCRIPTION	
HEAT SEALING PRESSES		
1	P-1 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1062
1	P-3 THERMATRON 1KW HEAT SEAL PRESS	S/N 1035N
1	P-7 HALL DIELECTRIC 6KW HEAT SEAL PRESS	S/N 1154
1	P-8 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1176
1	P-9 HALL DIELECTRIC 15KW HEAT SEAL PRESS	S/N 1212
1	P-10 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1266
1	P-11 HALL DIELECTRIC 15KW HEAT SEAL PRESS	S/N 1344
1	P-12 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1357
1	P-14 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1437
1	P-15 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1486
1	P-16 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 11521
1	P-17 HALL DIELECTRIC 4KW HEAT SEAL PRESS	S/N 1566
1	P-18 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1574
1	P-19 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1588
1	P-20 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N 1181SSC
1	P-21 HALL DIELECTRIC 4KW HEAT SEAL PRESS	S/N 1061
1	P-22 HALL DIELECTRIC 15KW HEAT SEAL PRESS	S/N 1991B
1	P-23 HALL DIELECTRIC 4KW HEAT SEAL PRESS	S/N 1128
1	P-24 HALL DIELECTRIC 10KW HEAT SEAL PRESS	S/N UNKNOWN1
1	P-25 HALL DIELECTRIC 15KW HEAT SEAL PRESS	S/N 5047
MISC. EQUIPMENT		
7	TURNTABLE	
5	INDEXER	
6	ROLL STAND	
1	PICK & PLACE MACHINE	
2	SHUTTLE	
3	HOT-STAMPER	
1	HOFFMAN BEAM CLICKER PRESS	
1	USM HYTRONIC CLICKER PRESS	
2	SHEETER	
1	SLITTER	
2	RIVETER	
1	URD MACHINE	
1	YALE FORKLIFT TRUCK	#21733
2	INDUSTRIAL AIR COMPRESSORS	