

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pines Manufacturing, Inc.		06/19/2007	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	National City Bank
<b>Street Address:</b>	1900 E. Ninth Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	national banking association: OHIO

<b>Name:</b>	Risk Industries, LLC
<b>Doing Business As:</b>	Pines Technology
<b>Street Address:</b>	30505 Clemens Road
<b>City:</b>	Westlake
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	0737801	DIAL-A-BEND

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 440-290-2124  
 Email: bcooke@cookelawlp.com  
 Correspondent Name: Benjamin Cooke, Esq.

OP \$40.00 0737801

Address Line 1: 1250 Linda Street  
Address Line 2: Suite 305  
Address Line 4: Rocky River, OHIO 44116

NAME OF SUBMITTER:	Benjamin Cooke
Signature:	/s/ Benjamin Cooke
Date:	09/13/2012

Total Attachments: 30  
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## SURRENDER AGREEMENT

This Agreement is made and entered into as of the 19<sup>th</sup> day of June, 2007, by and among National City Bank, a national banking association with an office at 1900 East Ninth Street, Cleveland, Ohio 44114 (“**Secured Party**”), Pines Manufacturing Inc., an Ohio corporation with an office at 30505 Clemens Road, Westlake, Ohio 44145 (“**Debtor**”), Donald M. Rebar, an individual residing at 450 Coconut Palm Road, Vero Beach, Florida 32963 (“**Guarantor**”) and P & B Properties, Ltd., an Ohio limited liability company (“**P&B**”).

### R E C I T A L S:

- A. Debtor operates a manufacturing facility on real property, located at 30505 Clemens Road, Westlake, Ohio 44145. Debtor leases the real property from P&B which has granted Secured Party the P&B Second Mortgage (as defined below) to secure the Indebtedness (as defined below) of Debtor to Secured Party.
- B. Debtor, Guarantor, and Secured Party are parties to the commercial business loan and loan agreements as scheduled on the attached Exhibit A (as amended, restated, supplemented or otherwise modified from time to time, all the foregoing collectively, the “**Loan Agreements**”) pursuant to which Debtor has obtained certain loans from Secured Party and Guarantor has guaranteed payment of a portion of the Debtor’s loans (the “**Rebar Guaranties**”).
- C. Debtor is indebted to Secured Party for credit extended by Secured Party to Debtor pursuant to the terms of certain Notes as of December 6, 2006 in the amount of:

<u>Note</u>	<u>Obligation #</u>	<u>Outstanding</u>
Pines Mfg	6967474590 0050152883	\$3,016,630.25, plus accrued interest of \$59,112.44 through December 6, 2006
Pines Mfg	6967474590 0050152933	\$1,250,000.00, plus accrued interest of \$7,806.25 through December 6, 2006
Pines Mfg	6967474590 0050478536	\$250,000.00 , plus accrued interest of \$416.67 through December 6, 2006
Pines Mfg	6967474590 0051263424	\$500,000.00, plus accrued interest of \$20,500.00 and late fees of \$875.50 through December 6, 2006

plus interest (after December 6, 2006) and other costs and expenses (the “**Indebtedness**”) and the Indebtedness (as set forth above) are valid obligations of the Borrower and are due and owing without defense, claim, setoff or counterclaim of any kind or nature whatsoever. Borrower is in default of the Indebtedness, and Secured Party has demanded payment of the Indebtedness.

D. On or about August 8, 2003, Debtor executed and delivered to Secured Party a Security Agreement (the “**Security Agreement**”) granting to Secured Party a security interest in and to all personal property and fixtures of Debtor to secure all obligations of the Debtor to the Secured Party.

E. To perfect its security interest in the personal property of the Debtor, Secured Party filed, without limitation, a UCC financing statement in the office of the Secretary of the

State of Ohio on August 25, 2003 as instrument no. OH00067777044, amended January 9, 2006 by AM File no. 20060100684.

F. To further secure payment of the Indebtedness, on November 24, 2004, P&B executed an Open End Mortgage Ohio, Third Party Grantor in favor of Secured Party, granting a mortgage lien in real property located in Westlake to secure repayment obligations of Pines (“**P&B Second Mortgage**”).

NOW, THEREFORE, in connection with Debtor’s default, and to evidence the agreement of the parties with respect to certain matters involving Secured Party’s demand for payment, the Debtor and the Secured Party agree as follows;

Section 1. Defined Terms. Terms not otherwise defined in this Agreement shall have the meanings applicable under the Uniform Commercial Code as enacted in the State of Ohio, Chapters 1301 to 1310 of the Ohio Revised Code (the “UCC”).

Section 2. Acknowledgment of Default and Indebtedness. Debtor hereby acknowledges that it is indebted to Secured Party in the amount of the Indebtedness and that Debtor is in default for failure to pay the Indebtedness.

Section 3. Assembly of Collateral. Pursuant to the terms of the Security Agreement, Debtor hereby agrees to assemble the property identified in Exhibit 1 to this Agreement (the “**Collateral**”) and make the Collateral available for Secured Party to take possession. The Collateral shall be assembled by the Debtor at its offices at 30505 Clemens Road, Westlake, Ohio 44145.

Section 4. Waiver and Renunciation of Notice. Debtor hereby waives any right to notice of any intended sale or disposition of any of the Collateral to the fullest extent permitted under Section 9-624 of the UCC, Section 1309.624 of the Ohio Revised Code.

Section 5. Waiver and Renunciation of Right of Redemption. Debtor hereby waives any right to redeem the Collateral to the fullest extent permitted under Section 9-624 of the UCC, Section 1309.624 of the Ohio Revised Code.

Section 6. Consent to Public Sale. Debtor and Secured Party acknowledge that Secured Party has received an offer from Risk Industries LLC (“**Bidder**”) pursuant to which Bidder has offered consideration of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the “**Initial Bid**”). Debtor acknowledges that Secured Party will sell the Collateral to the highest qualified bidder in the public as follows: July 11, 2007 at 10:00 a.m. (with Secured Party reserving the right to change such date and time at its sole discretion) at the offices of Vorys, Sater, Seymour and Pease LLP, 1375 East Ninth Street, 2100 One Cleveland Center, Cleveland, OH 44114-1724 (the “**Secured Party Sale**”) and has agreed to provide the appropriate notice of such sale pursuant to Section 1309.611 through 1309.613 of the Ohio Revised Code. Debtor hereby consents to the Secured Party Sale and agrees to execute such documents or instruments as may be requested by Secured Party to effect the consummation and closing of the Secured Party Sale.

Section 7. Use of Cash Collateral. Upon execution of a Secured Party Sale Agreement between Secured Party and Bidder and the deposit of the Initial Bid pursuant to the terms of an

Escrow Agreement, Secured Party will permit Debtor access to all collections of cash representing proceeds of accounts receivable collected by or paid to Secured Party from and after May 9, 2007 for the purpose of permitting Debtor to operate pending completion of the Secured Party Sale.

Section 8. Release. Effective on the closing of the Secured Party Sale, each of Debtor, P&B and Guarantor agrees to release and hereby does release and discharge Secured Party, Chikol Equities, Inc., and their (i.e., both Secured Party's and Chikol's) shareholders, agents, servants, employees, directors, officers, attorneys, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations acting on their behalf (each a "Bank Party") of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever that it/he has or claims to have against any Bank Party as of the date hereof and whether known or unknown at the time of this release, and of every nature and extent whatsoever on account of or in any way, directly or indirectly, touching, concerning, arising out of, founded upon or related to the Indebtedness, any loan document entered in connection with a loan from Secured Party to Debtor, any of the Collateral, any property (real or personal) owned by P&B Properties Co., Ltd., the sale of the Collateral, any auction conducted for the purpose of selling the Collateral, or the lending relationship between Debtor (and any other obligors) and Secured Party. The release of Chikol Equities, Inc. and its shareholders, agents, servants, employees, directors, officers, attorneys, affiliates, successors and assigns (the "Chikol Parties") shall be contingent upon the Chikol Parties executing a release of Debtor, P&B and Guarantor from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever that Chikol Equities, Inc. has or claims to have against Debtor as of the date hereof and whether known or unknown at the time of this release, and of every nature and extent whatsoever on account of or in any way, directly or indirectly, touching, concerning, arising out of, founded upon or related to the Chikol Parties services performed, directly or indirectly, for Debtor.

Debtor further specifically agrees to release, indemnify and forever hold Secured Party harmless from and against any and all environmental claims, concerns and liabilities, responsibilities or obligations, including, without limitation, any and all remedial or clean-up responsibilities or obligations, arising out of or related in any way to Secured Party's possession or deemed possession or any action taken for the purpose of selling the Collateral; provided, however, that the foregoing indemnity obligations shall not apply to claims or liabilities resulting from the negligence or willful misconduct of Secured Party or its employees, agents or contractors.

Section 9. Release of P & B Second Mortgage. Upon receipt and application of the proceeds of the Secured Party Sale at the closing thereof, the P & B Second Mortgage shall become null and void and Secured Party shall promptly release and terminate that certain Open End Mortgage Ohio, Third Party Grantor, dated November 24, 2004, given by P & B in favor of Secured Party, granting a mortgage lien in real property located in Westlake to secure repayment obligations of Pines ("P&B Second Mortgage"). This is a release limited specifically to the P & B Second Mortgage. This release is not a release or discharge P & B Properties Co. Ltd from other obligations owing to Secured Party.

Section 10. Release of Guaranties. Upon closing of the Secured Party Sale and payment in full of the Initial Bid, Secured Party shall release and cancel the Rebar Guaranties.

Section 9. Governing Law. This Agreement shall be governed and construed in all respects by the internal substantive laws (but not the law of conflicts) of the State of Ohio.

Section 10. Review by Attorney. Each of the parties hereto agrees and acknowledges that he/it has consulted with an attorney prior to entering into this Agreement or has had sufficient time to do so.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

**"SECURED PARTY":**

NATIONAL CITY BANK

By: 

Name (print):

Patrick Whelan

Its:

vice president

**"DEBTOR":**

PINES MANUFACTURING, INC.

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

**"GUARANTOR"**

\_\_\_\_\_  
Donald M. Rebar

**"P & B"**

P&B PROPERTIES CO., LTD.

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

**“SECURED PARTY”:**

NATIONAL CITY BANK

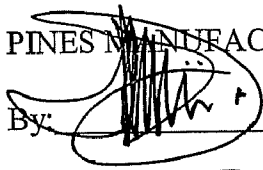
By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

**“DEBTOR”:**

PINES MANUFACTURING, INC.

By:  \_\_\_\_\_

Name (print): IAN R WILLIAMSON

Its: CEO -

**“GUARANTOR”**

\_\_\_\_\_  
Donald M. Rebar

**“P & B”**

P&B PROPERTIES CO., LTD.

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

**“SECURED PARTY”:**

NATIONAL CITY BANK

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

**“DEBTOR”:**

PINES MANUFACTURING, INC.

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

**“GUARANTOR”**

Donald M. Rebar  
Donald M. Rebar

**“P & B”**

P&B PROPERTIES CO., LTD.

By: Peter D. Rebar

Name (print): PETER D, REBAR

Its: MEMBER

## Exhibit 1

### Collateral

All tangible and intangible property related to or associated with the business of Pines Manufacturing, Inc. (the "Debtor") and owned by the Debtor, including, but not limited to the following:

- (a) *Accounts and Accounts Receivable.* All accounts and accounts receivable related to the Debtor.
- (b) *Cash.* All cash or cash equivalents on hand or held by Seller in bank, brokerage or other accounts;
- (c) *Inventory.* All inventories of Debtor existing as of the date hereof (wherever located and whether or not carried on Debtor's books);
- (d) *Prepaid Expenses.* All rights with respect to any payments made by Debtor prior to the date hereof for items which will not be recognized and accounted for as an expense of the Business until after the date hereof, or which will otherwise not benefit the Business until after the date hereof, including all prepaid insurance and prepaid rent and lease payments;
- (e) *Deposits.* All deposits with vendors and other third parties (including all utility deposits and security deposits with lessors) and all claims for refunds and rights of offset relating thereto;
- (f) *Machinery and Equipment.* All motor vehicles, trailers, machinery, equipment, maintenance equipment, computer hardware, telephone systems, office equipment and furniture (including all artwork), and other items of tangible personal property (other than inventory) owned by Debtor (wherever located and whether or not carried on Debtor's books);
- (g) *Records.* All data and records of Debtor (whether in electronic form or otherwise) relating to the Business, including all customer and supplier lists, customer files and records, minute books, stock records and tax returns of Debtor and other similar corporate books and records originals, pricing and cost information, purchase and sale records, sales and promotional materials, property records, personnel records of employees, payroll records, financial and accounting records, compliance records, parts lists, manuals, patterns, plans, and all manuals and service and maintenance records pertaining to the Machinery and Equipment;
- (h) *Intellectual Property.* All intellectual property owned or licensed (as licensor or licensee) by Debtor in which Debtor has a proprietary interest, including: (i) Debtor's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications; (ii) all patents, patent applications and inventions and discoveries that may be patentable; (iii) all registered and

unregistered copyrights in both published works and unpublished works; (iv) all rights in mask works; (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints; and (vi) all rights in internet web sites and internet domain names presently used by Seller;

(i) *Telephone Numbers and Listings.* Interest in and to all of Debtor's telephone, cell phone and facsimile numbers, e-mail listings and addresses, post office boxes and all listings in all telephone books and directories, web sites, stationery, forms, labels, shipping materials, catalogs, brochures, art work, photographs and advertising and promotional materials;

(j) *Contracts Rights.* All rights under those certain contracts designated by Buyer to Secured Party, without assuming any liabilities or payment obligations thereunder; and

(k) Any other assets of any nature whatsoever that are related to, associated with or used in connection with the business of the Debtor and its goodwill.

## SECURED PARTY SALE AGREEMENT

THIS SECURED PARTY SALE AGREEMENT (this "Agreement") is entered into as of this 19<sup>th</sup> day of June, 2007 by and among Risk Industries LLC, an Ohio limited liability company, located at 30505 Clemens Road, Westlake, Ohio 44145 ("Buyer"), Ian R. Williamson ("Williamson"), Kile F. Snyder ("Snyder"), David W. Watson ("Watson"), and Tim Kreja ("Kreja") (Williamson, Snyder, Watson, and Kreja are hereafter collectively referred to as "Indemnitors") and National City Bank, a national banking association with an office at 1900 East Ninth Street, Cleveland, Ohio 44114 ("Secured Party").

### RECITALS:

- A. Pines Manufacturing, Inc., an Ohio corporation with an office at 30505 Clemens Road, Westlake, Ohio 44145 ("Debtor" or "Pines") operates a manufacturing facility on real property, located at 30505 Clemens Road, Westlake, Ohio 44145. Debtor leases the real property from P & B Properties Co. Ltd. ("P & B") which has granted Secured Party the P & B Second Mortgage (as defined below) to secure Obligations (as defined below) of Debtor to Secured Party.
- B. Debtor, Donald M. Rebar, an individual residing at 450 Coconut Palm Road, Vero Beach, Florida 32963 ("Guarantor") and Secured Party are parties to the commercial business loan and loan agreements as scheduled on the attached Exhibit A (as amended, restated, supplemented or otherwise modified from time to time, all the foregoing collectively, the "Loan Agreements") pursuant to which Debtor has obtained certain loans from Secured Party and Guarantor has guaranteed payment of a portion of the Debtor's loans (the "Rebar Guaranties").
- C. Debtor has obtained Revolving Loans in an amount exceeding the amount of the Borrowing Base as calculated under the Loan Agreements ("Overadvance").
- D. The \$250,000.00 Demand Note and \$500,000.00 Demand Note (as defined on Exhibit A) are payable on demand. Additionally, under the Loan Agreements, certain events of default exist and are continuing ("Designated Defaults"). Secured Party has the full legal right to immediately exercise its rights and remedies under the Loan Agreements.
- E. As a consequence of the Designated Defaults on certain of the Loan Agreements, defaults exist under the Loan Agreements and Secured Party has the right to demand repayment.
- F. Additionally, certain of the Loan Agreements include instruments which are payable upon demand. If Secured Party elected to make a demand based on the Designated Defaults, all obligations under the Loan Agreements would immediately be in default and, after any cure period provided in the Loan Agreements, all such obligations could be accelerated and would then be immediately due and payable. Secured Party, upon such demand, would have the full legal right to exercise its rights and remedies under the Loan Agreements.

G. Debtor is presently in debt to Secured Party pursuant to the terms of the Notes set forth on Exhibit A, and as of December 6, 2006 there is presently outstanding:

<u>Note</u>	<u>Obligation #</u>	<u>Outstanding</u>
Pines Mfg	6967474590 0050152883	\$3,016,630.25, plus accrued interest of \$59,112.44 through December 6, 2006
Pines Mfg	6967474590 0050152933	\$1,250,000.00, plus accrued interest of \$7,806.25 through December 6, 2006
Pines Mfg	6967474590 0050478536	\$250,000.00 , plus accrued interest of \$416.67 through December 6, 2006
Pines Mfg	6967474590 0051263424	\$500,000.00, plus accrued interest of \$20,500.00 and late fees of \$875.50 through December 6,2006

plus interest, other costs and expenses (the "Obligations" or "Bank Debt").

- H. Because Debtor is in default of its obligations to Secured Party, Secured Party has taken or intends to take possession of certain collateral pursuant to Article 9 of the Uniform Commercial Code, Chapter 1309 et seq. of the Ohio Revised Code (the "UCC").
- I. Buyer desires to purchase from Secured Party, as a secured party, and Secured Party desires to sell to Buyer, certain portions of the Debtor's assets, upon the terms of and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Secured Party agrees to sell, transfer, convey, assign, and deliver to Buyer, and Buyer agrees to purchase and acquire all of Secured Party's right, title, and interest in and to the assets owned by Debtor and described on the attached Exhibit 1.1 (the "Purchased Assets") free and clear of all liens, pledges, security interests, encumbrances (collectively referred to as the "Liens") in accordance with Article 9 of the UCC.

## ARTICLE II ASSUMPTION OF LIABILITIES

2.1 Non-Assumption of Liabilities. Buyer shall not, as a result of the execution and consummation of this Agreement, assume or become liable for any of Debtor's liabilities, obligations, debts, contracts, or other commitments of any kind whatsoever, known or unknown, fixed, matured, or contingent.

**ARTICLE III  
PURCHASE CONSIDERATION**

3.1 Purchase Price. As consideration for Secured Party's sale, transfer, and conveyance of the Purchased Assets pursuant to Section 1.1, Buyer shall pay certain consideration and Guarantor shall separately pay certain consideration to Secured Party, at the closing of the transaction contemplated by this Agreement (the "Closing"), in the aggregate amount of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) (the "Purchase Price") by certified check or immediate wire transfer as follows:

(a) Two Million and 00/100 Dollars (\$2,000,000.00) to be paid by Guarantor (the "Guarantor Payment") on account of and pursuant to his obligations under the Rebar Guaranties; plus

(b) Two Million Five Hundred and 00/100 Dollars (\$2,500,000.00) to be paid by Buyer.

3.2 Release of P & B Second Mortgage. Upon receipt and application of the Purchase Price at the Closing in accordance with Section 3.1, above, the P & B Second Mortgage shall become null and void and Secured Party shall promptly release and terminate that certain Open End Mortgage Ohio, Third Party Grantor, dated November 24, 2004, given by P & B Properties Co., Ltd. in favor of Secured Party, granting a mortgage lien in real property located in Westlake to secure repayment obligations of Pines ("P & B Second Mortgage"). This is a release limited specifically to the P & B Second Mortgage. This release is not a release or discharge P & B Properties Co. Ltd from other obligations owing to Secured Party.

3.3 Release of Guaranties. Upon payment in full of the Purchase Price (including the Guarantor Payment) at the Closing in accordance with Section 3.1 above, Secured Party shall release and cancel all Rebar Guaranties.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SECURED PARTY**

Secured Party hereby represents and warrants to Buyer the following (each of the following shall be deemed material and independently relied upon by Buyer):

4.1 Status. Secured Party is a national banking association.

4.2 Authority. Secured Party has full power and authority to enter into and perform this Agreement and all other transaction documents, and the transactions contemplated herein, in accordance with its and their terms.

4.3 Authorization and Enforceability. Secured Party has taken all necessary actions to authorize and approve the execution, delivery, and performance of this Agreement and all other transaction documents, and the transactions contemplated hereby to which Secured Party is a party. This Agreement constitutes a legal, valid, and binding obligation of Secured Party, enforceable against Secured Party in accordance with its terms, except as such obligations and

their enforceability may be limited by applicable bankruptcy and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

4.4 Title to Assets. The Secured Party will at the Closing, convey to the Buyer title to the Purchased Assets free and clear of all Liens to the extent permitted by Article 9 of the UCC.

4.5 Consent of Third Parties. The Secured Party's execution and delivery of, and its performance under this Agreement does not require the consent of any third party and will not result in a violation of, or default under any contract, legal requirement, or order by which the Secured Party or the Purchased Assets are bound.

4.6 Proceedings and Orders. There are no proceedings pending or, to Secured Party's knowledge, threatened against Secured Party that challenge its ability to consummate its obligations under this Agreement.

4.7 Loan Balance. Secured Party has advanced loans to the Debtor in amounts in excess of the Purchase Price.

4.8 Security Interest. Secured Party has a valid, attached, and perfected security interest in and to the Purchased Assets pursuant to an agreement with the Debtor.

4.9 Condition of Purchased Assets. Buyer is purchasing the Purchased Assets in a "where is, as is" manner, and Secured Party hereby disclaims any and all warranties, express or implied, as to the Purchased Assets or their condition. **SECURED PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR AN INTENDED USE.** Buyer further understands and acknowledges that Secured Party is entering into this Agreement as a secured party, and not as a dealer or merchant in the type of goods constituting the Purchased Assets. To the extent possible, Secured Party hereby conveys to Buyer the right to any manufacturer's warranties on any of the Purchased Assets.

4.10 Secured Party Sale. Secured Party will send notice of the intended disposition of assets by way of secured party public sale, pursuant to Ohio Revised Code Section 1309.611 and Section 1309.613 as enacted in the State of Ohio, to the Debtor, all secondary obligors, all other persons from whom the Secured Party has received notice of a claim of an interest in the Collateral or the Purchased Assets and all other secured creditors of the Debtor in a manner required by the UCC.

## ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Secured Party the following (each of which shall be deemed material and independently relied upon by Secured Party):

5.1 Authority. Buyer has full power and authority to enter into and perform this Agreement and all other transaction documents, and the transactions contemplated herein, in accordance with its and their terms.

5.2 Authorization and Enforceability. Buyer has taken all necessary actions to authorize and approve the execution, delivery, and performance of this Agreement and all other transaction documents, and the transactions contemplated hereby to which Buyer is a party. This Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such obligations and their enforceability may be limited by applicable bankruptcy and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

5.3 Consent of Third Parties. The Buyer's execution and delivery of, and its performance under, this Agreement does not require the consent of any third party and will not result in a violation of, or default under any contract, legal requirement, or order by which the Buyer is bound.

## **ARTICLE VI COVENANTS**

6.1 Transfer Taxes. Buyer will pay all sales, use, or other taxes incurred as a result of the sale of the Purchased Assets.

## **ARTICLE VII CONDITIONS PRECEDENT TO SECURED PARTY'S OBLIGATIONS**

The obligations of Secured Party contemplated under this Agreement are, at its option, subject to fulfillment at or prior to Closing, of each of the following conditions, any one or more of which may be waived by Secured Party in writing and each of which shall be deemed mutually independent:

7.1 Performance of Covenants and Agreements. Buyer shall have performed and complied with in all material respects all of its covenants and agreements made herein to be performed or complied with on or prior to Closing.

7.2 Representations and Warranties. All representations and warranties of Buyer made herein shall be true and correct in all material respects on and as of Closing as if made on and as of the Closing Date (as defined below).

7.3 Further Documents. Secured Party shall have received, in form or substance satisfactory to it, the documents specified in Section 9.2.

7.4 No Litigation. No litigation shall be pending in any federal or state court, which shall prohibit or enjoin the transactions contemplated herein.



**ARTICLE VIII**  
**CONDITIONS PRECEDENT TO BUYER'S OBLIGATION**

The obligations of Buyer contemplated under this Agreement are, at its option, subject to fulfillment on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived by Buyer in writing and each of which shall be deemed mutually independent:

8.1 Performance of Covenants and Agreements. Secured Party shall have performed and complied with in all material respects all of its covenants and agreements made herein to be performed or complied with on or prior to Closing.

8.2 Representations and Warranties. All representations and warranties of Secured Party made herein shall be true and correct in all material respects at and as of Closing as if made on and as of Closing Date. All acknowledgments of the Secured Party and Debtor made herein shall be true and correct in all respects on and as of Closing as if made on and as of Closing Date.

8.3 Further Documents. Buyer shall have received, in form or substance satisfactory to it, in its sole discretion, the documents specified in Section 9.1.

8.4 Consents and Approvals. There shall have been received the consent and/or approval of any and all persons, firms, or corporations, the consent or approval of which is necessary for the consummation of the transactions contemplated hereby, as determined by Buyer in its sole discretion.

**ARTICLE IX**  
**DOCUMENTS TO BE DELIVERED AT THE CLOSING**

9.1 Documents to be Delivered at Closing by Secured Party. Secured Party and the Debtor, as the case may be, agree to deliver to Buyer, the following documents on the Closing Date:

(A) Secured Party Bill of Sale. A bill of sale conveying all right, title, and interest of Debtor and Secured Party to the Purchased Assets in substantially the form of the attached Exhibit 9.1;

(B) Release of P & B Second Mortgage. A release of the "P & B Second Mortgage as more fully described in Section 3.2, above;

(C) Release of Guaranties. A release and cancellation of all guaranties, as amended and restated and dated as of various dates, given by Guarantor guaranteeing repayment of Pine's loans to NCB, as more fully described in Section 3.3, above; and

(D) Other Documents. Such other documents as shall be reasonably required by Buyer and its counsel.

9.2 Payments and Documents to be Delivered by Buyer. Buyer agrees to deliver to Secured Party, the following payments and documents on the Closing Date:

(A) Purchase Consideration. The transfer(s) of funds representing the Purchase Price to be paid at Closing, as specified in Section 3.1 hereof.

(B) Other Documents. Such other documents as shall be reasonably required by Secured Party and its counsel.

## ARTICLE X THE CLOSING

10.1 Closing Date. Subject to the timely fulfillment (or written waiver by the parties) of the conditions set forth herein, the Closing of the sale of the Purchased Assets under this Agreement will take place on: July 18, 2007 at 10:00 a.m. (or such other date and time as set forth by Secured Party, but not later than ten days from the conclusion of the auction of the Purchased Assets) at the offices of Vorys, Sater, Seymour and Pease LLP, 2100 One Cleveland Center, 1375 E. 9<sup>th</sup> Street, Cleveland, Ohio 44114 (the "Closing Date").

## ARTICLE XI SURVIVAL AND INDEMNIFICATION

11.1 Survival.

(A) Notwithstanding any right of Buyer to fully investigate the Purchased Assets and the Business, and notwithstanding any knowledge of facts determined or determinable by Buyer pursuant to such investigation or right of investigation, Buyer has the right to rely fully upon the representations, warranties, and covenants of Secured Party contained in this Agreement, or listed or disclosed on any Exhibit or Schedule hereto or in any instrument delivered in connection herewith and Secured Party has the right to rely on any waivers and disclaimers set forth therein and herein. All such representations, warranties, covenants, and agreements of Secured Party and Buyer shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(B) All representations, warranties, and covenants of Secured Party will terminate and expire one year after the Closing Date.

(C) All representations, warranties, and covenants of Buyer will terminate and expire one year after the Closing Date.

(D) All representations, warranties, and covenants of Indemnitors will terminate and expire three years after the Closing Date.

## 11.2 Indemnification.

Indemnitors hereby unconditionally agree, jointly and severally, to defend, indemnify and hold harmless Secured Party as follows:

a. If Risk Industries LLC, an Ohio limited liability company ("**Risk**") is the successful bidder at the Secured Party Sale, from any and all claims, obligations, demands, actions, causes of action, and liabilities, of whatsoever kind and nature, character and description, and all fees, costs and other expenses, incurred by Secured Party as a result of any and all claims made against Secured Party in connection with or in any way related to the Secured Party Sale; and

b. If Secured Party permits Debtor to use any cash collected for outstanding accounts receivable between May 9, 2007 and the proposed closing of such Secured Party Sale, which cash would otherwise constitute the collateral of Secured Party (the "**Cash Collateral**"), notwithstanding Secured Party's right to sweep the Cash Collateral, and if the Secured Party Sale does not close on or before August 10, 2007, Indemnitors shall, jointly and severally, indemnify Secured Party for the shortfall between any amount obtained by Secured Party pursuant to a liquidation of the Collateral and the purchase price, \$4.5 million, the Secured Party would have received pursuant to this Agreement ("**Shortfall Indemnification**"). For purposes of clarification, Indemnitors' obligation to indemnify Secured Party pursuant to a Shortfall Indemnification shall be limited to the amount of the Cash Collateral. Notwithstanding anything contained in the foregoing, if Secured Party accepts a bid by a party other than Risk at the secured party sale, then Indemnitors shall have no liability under this subsection 11.2(b).

Should Indemnitors be required to defend an action or claim pursuant to this Section 11.2, Indemnitors shall be entitled to employ counsel or representation of their choice reasonably acceptable to Secured Party. Should Secured Party elect to participate in the defense of such an action or claim, Secured Party shall have the right to employ separate counsel and participate in the defense of any such action or claim, the fees and expenses of such counsel shall be at the sole expense of Secured Party.

## ARTICLE XII TERMINATION

12.1 Termination of Agreement. Secured Party or Buyer may terminate this Agreement as provided below:

(A) Buyer and Secured Party may terminate this Agreement by written consent at any time prior to the Closing;

(B) Buyer may terminate this Agreement by giving written notice to Secured Party at any time prior to the Closing, (i) in the event Secured Party has breached any representation, warranty, covenant, or acknowledgment contained in this Agreement in any material respect, Buyer has notified Secured Party of the breach, and the breach, if capable of cure, is not cured on or before the Closing Date; or (ii) if the Closing shall not have occurred on or before August 10, 2007, by reason of the failure of any condition precedent under Article VIII

of this Agreement (unless the failure results primarily from Buyer itself breaching, in any material respect, any representation, warranty, or covenant contained in this Agreement); (iii) in the event that the Buyer is in breach of the Agreement, the Buyer shall be responsible for any and all storage costs associated with the Purchased Assets being located at the Facility; and

(C) Secured Party may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing, (i) in the event Buyer has breached any representation, warranty, covenant, or acknowledgement contained in this Agreement in any material respect, Secured Party has notified Buyer of the breach, and the breach, if capable of cure, is not cured on or before the Closing Date; (ii) if the Closing shall not have occurred on or before August 10, 2007, by reason of the failure of any condition precedent under Article VII of this Agreement (unless the failure results primarily from Secured Party itself breaching any representation, warranty, or covenant contained in this Agreement); or (iii) in the event another party bids higher than the Purchase Price for the Purchased Assets at a public secured party sale.

12.2 Effect of Termination. If any party terminates this Agreement pursuant to Section 12.1 above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party (except for any liability of any party then in breach).

### ARTICLE XIII MISCELLANEOUS

13.1 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, modified, superseded, canceled, renewed, or extended only by a written instrument signed by all of the parties hereto. Any terms or provisions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of a condition or of the breach of any term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenant, representation, or warranty of this Agreement. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, all of which are hereby reserved.

13.2 Notice. Any notice, demand, request, or other communication or document to be provided under this Agreement to a party to this Agreement shall be deemed given three business days after sent by one party to the other, and to its counsel, in writing by registered or certified U.S. mail, postage prepaid, upon receipt if by facsimile or a nationally recognized overnight delivery service addressed as follows:

If to Secured Party:

National City Bank  
1900 East Ninth Street  
Cleveland, Ohio 44114  
Attn: Patrick Whelan

With a copy to:

Vorys, Sater, Seymour and Pease LLP  
2100 One Cleveland Center  
1375 East 9th Street  
Cleveland, Ohio 44114  
Facsimile: (216) 937-3758  
Attn: Drew T. Parobek  
Elia O. Woyt

If to Buyer:

Risk Industries LLC  
30505 Clemens Road  
Westlake, Ohio 44145  
Attn: Ian Williamson

With a copy to:

Brouse McDowell, LPA  
388 South Main Street, Suite 500  
Akron, Ohio 44311  
Facsimile: (330) 253-8601  
Attn: Marc B. Merklin

13.3 Expenses. Each of Buyer and Secured Party shall pay its own respective costs and expenses incurred or to be incurred in connection with the negotiations respecting this Agreement and the transactions contemplated hereunder, including preparation of documents and the consummation of any other transactions contemplated hereby. This section shall not affect any obligation of the Debtor to pay costs and expenses incurred by Secured Party in accordance with the any loan or similar agreements between the Debtor and Secured Party.

13.4 Finder's Fee. Each party represents that it neither is nor will be obligated for any fee to any investment banker, broker, finder, or intermediary in connection with this transaction other than Chikol Equities, Inc. (the payment for which Secured Party shall be solely responsible). Each party agrees to indemnify and hold harmless the other from any liability for any fee, commission, or compensation relating to the foregoing (and the costs and expenses of defending against such liability or asserted liability) for which such party is responsible.

13.5 Passage of Title and Risk of Loss. Legal title, equitable title, and risk of loss with respect to the Purchased Assets will not pass to Buyer until such assets are transferred to Buyer at the Closing.

13.6 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third person or give any third person any right of subrogation or action over or against any party to this Agreement.

13.7 Successors and Assigns. None of the parties hereto may assign their rights or delegate their duties hereunder. This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

13.8 Attorneys' Fees. In the event of litigation regarding this Agreement or the subject matter hereof, each party shall pay its own costs and expenses, including attorneys' fees.

13.9 Entire Agreement. This Agreement, together with its Exhibits and Schedules, if any, contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes any prior understandings, agreements, or representations by or between the parties, written, or oral, to the extent they related in any way to the subject matter hereof, but not including any other agreements executed between the parties concerning subject matter unrelated to the Purchased Assets. The terms of this Agreement may not be waived or modified except in writing signed by all of the parties hereto.

13.10 Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Ohio without regard to the principles relating to conflicts of laws.

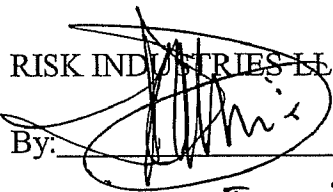
13.11 Interpretation of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and the terms hereof shall not be construed against or impose any burden of proof upon either party as the draftsman in the event of any ambiguity or question of intent. Topical headings and captions in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Unless otherwise indicated, references to Sections are to sections of this Agreement. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and in the singular form include the plural. The word "including" shall mean including without limitation.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

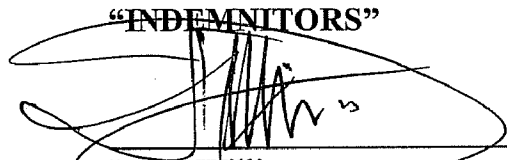
13.13 Disclosure. Buyer understands and agrees that this Agreement may be disclosed by Secured Party, or its agents, to other potential bidders for the Purchased Assets in connection with a public secured party sale.

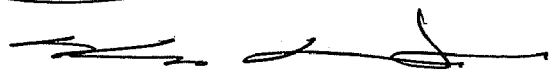
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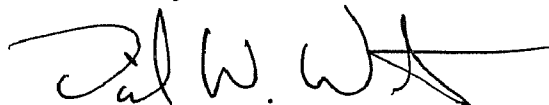
IN WITNESS WHEREOF, the undersigned by their representatives duly authorized have executed this Agreement as of the date first above written.

RISK INDUSTRIES LLC  
By:   
Name (print): Ian R Williamson  
Its: CEO

NATIONAL CITY BANK  
By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Its: \_\_\_\_\_

**"INDEMNITORS"**  
  
Ian R. Williamson

  
Kile F. Snyder

  
David W. Watson

  
Tim Kreja

IN WITNESS WHEREOF, the undersigned by their representatives duly authorized have executed this Agreement as of the date first above written.

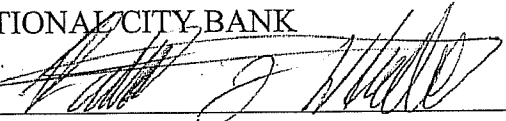
RISK INDUSTRIES LLC

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its: \_\_\_\_\_

NATIONAL CITY BANK

By:  \_\_\_\_\_

Name (print): Patrick Whelan

Its: Vice President

**"INDEMNITORS"**

\_\_\_\_\_  
Ian R. Williamson

\_\_\_\_\_  
Kile F. Snyder

\_\_\_\_\_  
David W. Watson

\_\_\_\_\_  
Tim Kreja

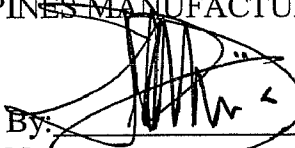


**ACKNOWLEDGMENT OF DEBTOR**

Pines Manufacturing, Inc. (the "Debtor") hereby acknowledges receipt of a copy of the above Agreement, consents to the sale of the Purchased Assets, agrees that the terms of the Agreement are commercially reasonable and that the Debtor has received notice and hereby waives or renounces the right to any further notice of the intended sale as set forth in this Agreement. Debtor further agrees to execute any and all documents or instruments necessary to effect the transfer of the Purchased Assets to Buyer in accordance with the terms of the Agreement. Debtor agrees that Buyer and Secured Party (as defined in the above Agreement) shall be entitled to rely on the preceding two sentences.

Dated: June 20, 2007

PINES MANUFACTURING, INC.

By:   
Name: DAN R WILLIAMS  
Its: CEO

**ADDITIONAL ACKNOWLEDGMENTS**

Donald M. Rebar and P & B Properties Co., Ltd. each acknowledges receipt of a copy of the above Agreement and agrees (i) to be bound by the terms and conditions of the Agreement (but not subject to any liabilities except for Rebar's obligation to make the Guarantor Payment); (ii) to execute any and all documents necessary to effect the purposes of the Agreement; and (iii) that Buyer and Secured Party (as defined in the above Agreement) shall be entitled to rely on this acknowledgment.

Dated: June \_\_\_\_, 2007

\_\_\_\_\_  
DONALD M. REBAR

Dated: June \_\_\_\_, 2007

P & B PROPERTIES CO., Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT OF DEBTOR**

Pines Manufacturing, Inc. (the "Debtor") hereby acknowledges receipt of a copy of the above Agreement, consents to the sale of the Purchased Assets, agrees that the terms of the Agreement are commercially reasonable and that the Debtor has received notice and hereby waives or renounces the right to any further notice of the intended sale as set forth in this Agreement. Debtor further agrees to execute any and all documents or instruments necessary to effect the transfer of the Purchased Assets to Buyer in accordance with the terms of the Agreement. Debtor agrees that Buyer and Secured Party (as defined in the above Agreement) shall be entitled to rely on the preceding two sentences.

Dated: June \_\_\_\_, 2007

PINES MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ADDITIONAL ACKNOWLEDGMENTS**

Donald M. Rebar and P & B Properties Co., Ltd. each acknowledges receipt of a copy of the above Agreement and agrees (i) to be bound by the terms and conditions of the Agreement (but not subject to any liabilities except for Rebar's obligation to make the Guarantor Payment); (ii) to execute any and all documents necessary to effect the purposes of the Agreement; and (iii) that Buyer and Secured Party (as defined in the above Agreement) shall be entitled to rely on this acknowledgment.

Dated: June \_\_\_\_, 2007

  
\_\_\_\_\_  
DONALD M. REBAR

Dated: June \_\_\_\_, 2007

P & B PROPERTIES CO., Ltd.

By: Peter D. Rebar  
Name: PETER D. REBAR  
Its: MEMBER

**Exhibit A**

**Credit Agreement**

Credit Agreement dated June 12, 1998, as amended by a First Amendment to Credit Agreement dated November 21, 2001, a Second Amendment to Credit Agreement dated April 16, 2003, a Third Amendment to Credit Agreement dated February 14, 2004, a Fourth Amendment to Credit Agreement, dated November 24, 2004 and Fifth Amendment to Credit Agreement, dated January 15, 2006 (collectively as amended, the "**Credit Agreement**");

**Term Note**

Term Note dated June 12, 1998 between Pines and National City Bank with original face amount of \$2,250, 000.00

Note Amendment dated July 1, 1998 between Pines and National City Bank

Amended and Restated Promissory Note dated November 21, 2001 between Pines and National City Bank

(all the foregoing issued pursuant to the Credit Agreement and collectively referred to as the "**Term Note**").

**Revolving Note**

Revolving Note dated June 12, 1998 between Pines and National City Bank with original face amount of \$5,000, 000.00

Amended and Restated Promissory Note dated April 16, 2003 between Pines and National City Bank

Amended and Restated Promissory Note dated February 14, 2004 between Pines and National City Bank

Amended and Restated Promissory Note dated November 24, 2004 between Pines and National City Bank

(all the foregoing issued pursuant to the Credit Agreement and collectively referred to as the "**Revolving Note**")

**Line of Credit Note**

Promissory Note dated April 16, 2003 between Pines and National City Bank with face amount of \$600, 000.00

(issued pursuant to the Credit Agreement and referred to as the "**Line of Credit Note**").

**\$250,000.00 Demand Note**

Commercial Note: Demand Line of Credit dated October 8, 1999 between Pines and National City Bank with original face amount of \$250,000.00

**\$500,000.00 Demand Note**

Commercial Demand Note dated August 8, 2003 between Pines and National City Bank with original face amount of \$500,000.00

**Guarantees of Donald M. Rebar**

Unconditional and Continuing Guaranty of Payment, dated June 12, 1998, given by Donald M. Rebar.

Guaranty, dated November 21, 2001, given by Donald M. Rebar.

Amended and Restated Guaranty, dated April 16, 2003, given by Donald M. Rebar

Guaranty (Specific Debt), dated August 8, 2003, given by Donald M. Rebar

Amended and Restated Guaranty, dated November 18, 2004, given by Donald M. Rebar

(collectively, the "**Rebar Guarantees**")

**Mortgage**

Open End Mortgage Ohio, Third Party Grantor, , dated November 24, 2004, given by P & B Properties Co. , LTD. in favor of National City Bank, granting a mortgage lien in real property located in Westlake, Ohio ("**P & B Second Mortgage**")

**Exhibit 1.1**  
**Purchased Assets**

All tangible and intangible property related to or associated with the business of Pines Manufacturing, Inc. (the "Debtor") and owned by the Debtor, including, but not limited to the following:

- (a) *Accounts and Accounts Receivable.* All accounts and accounts receivable related to the Debtor.
- (b) *Cash.* All cash or cash equivalents on hand or held by Seller in bank, brokerage or other accounts;
- (c) *Inventory.* All inventories of Debtor existing as of the date hereof (wherever located and whether or not carried on Debtor's books);
- (d) *Prepaid Expenses.* All rights with respect to any payments made by Debtor prior to the date hereof for items which will not be recognized and accounted for as an expense of the Business until after the date hereof, or which will otherwise not benefit the Business until after the date hereof, including all prepaid insurance and prepaid rent and lease payments;
- (e) *Deposits.* All deposits with vendors and other third parties (including all utility deposits and security deposits with lessors) and all claims for refunds and rights of offset relating thereto;
- (f) *Machinery and Equipment.* All motor vehicles, trailers, machinery, equipment, maintenance equipment, computer hardware, telephone systems, office equipment and furniture (including all artwork), and other items of tangible personal property (other than inventory) owned by Debtor (wherever located and whether or not carried on Debtor's books);
- (g) *Records.* All data and records of Debtor (whether in electronic form or otherwise) relating to the Business, including all customer and supplier lists, customer files and records, minute books, stock records and tax returns of Debtor and other similar corporate books and records originals, pricing and cost information, purchase and sale records, sales and promotional materials, property records, personnel records of employees, payroll records, financial and accounting records, compliance records, parts lists, manuals, patterns, plans, and all manuals and service and maintenance records pertaining to the Machinery and Equipment;
- (h) *Intellectual Property.* All intellectual property owned or licensed (as licensor or licensee) by Debtor in which Debtor has a proprietary interest, including: (i) Debtor's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications; (ii) all patents, patent applications and inventions and discoveries that may be patentable; (iii) all registered and unregistered copyrights in both published works and unpublished works; (iv) all rights in

mask works; (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints; and (vi) all rights in internet web sites and internet domain names presently used by Seller;

(i) *Telephone Numbers and Listings.* Interest in and to all of Debtor's telephone, cell phone and facsimile numbers, e-mail listings and addresses, post office boxes and all listings in all telephone books and directories, web sites, stationery, forms, labels, shipping materials, catalogs, brochures, art work, photographs and advertising and promotional materials;

(j) *Contracts Rights.* All rights under those certain contracts designated by Buyer to Secured Party, without assuming any liabilities or payment obligations thereunder; and

(k) Any other assets of any nature whatsoever that are related to, associated with or used in connection with the business of the Debtor and its goodwill.

**Exhibit 9.1**  
Form of  
BILL OF SALE

This BILL OF SALE is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2007 by and between Risk Industries LLC, an Ohio limited liability company, located at 30505 Clemens Road, Westlake, Ohio 44145 (“**Buyer**”) and National City Bank, a national banking association with an office at 1900 East Ninth Street, Cleveland, Ohio 44114 (“**Seller**”).

WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Secured Party Sale Agreement dated as \_\_\_\_\_, 2007 (the “Sale Agreement”) pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to acquire, all of Seller’s right, title and interest in and to the Assets as defined and described in the Sale Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth in the Sale Agreement and hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1.     Transfer of Assets. For value received, the adequacy and receipt of which is hereby acknowledged, Seller hereby grants, sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all of Seller’s right, title and interest in and to the Assets as defined and described in the Sale Agreement.

Section 2.     Non-Assumption of Liabilities. The Assets are transferred to Buyer free and clear of all liens, claims, encumbrances, security interests, pledges or restrictions of any kind to the extent permitted by Article 9 of the UCC, and without any assumption of liabilities and obligations, and Buyer shall not, by virtue of its purchase of the Assets, assume or become responsible for any liabilities or obligations of Seller or Pines Manufacturing Inc.

Section 3.     Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Sale Agreement.

Section 4.     Representations and Warranties. This Bill of Sale is subject to the terms and conditions of the Sale Agreement and the respective representations, warranties, covenants, agreements and obligations made by the parties in the Sale Agreement, which are incorporated herein by this reference, and constitute an integral part of this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date above first written.

RISK INDUSTRIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NATIONAL CITY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_