

TRADEMARK ASSIGNMENT

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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
The Lawrence-McFadden Company		02/01/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Seagrave Coatings Corporation		
Street Address:	320 Paterson Plank Road		
City:	Carlstadt		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77391460	BARTLEY	
CORRESPONDENCE DATA			
Fax Number:	6104712555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-660-7724		
Email:	lan@Scheinmannlaw.com		
Correspondent Name:	Ian R. Scheinmann, Esq.		
Address Line 1:	2 Bala Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Bala Cynwyd, PENNSYLVANIA 19004		
NAME OF SUBMITTER:	Ian Scheinmann/		
Signature:	/Ian Scheinmann/		
Date:	10/17/2012		

OP \$40.00 77391460

Total Attachments: 9

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re

THE LAWRENCE-MCFADDEN CO.,

Debtor.

Chapter 11

Case No. 09-11386 (BIF)

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale") is dated this 1ST day of February, 2010, by and between The Lawrence-McFadden Co., a Pennsylvania corporation (the "Debtor" or the "Seller") and Seagrave Coatings Corporation, a New Jersey corporation ("Buyer").

BACKGROUND

A. On February 26, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") with the United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Court"). The Debtor continues to operate its business and manage its property as a debtor in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code.

B. On March 13, 2009, the Official Committee of Unsecured Creditors (the "Committee") was duly appointed pursuant to section 1102 of the Bankruptcy Code to represent creditors holding unsecured claims in this case.

C. On December 18, 2009, the Committee filed the Joint Plan of Liquidation of the Official Committee of Unsecured Creditors and the Debtor Under Chapter 11 of the Bankruptcy Code (Dated December 18, 2009) and the Disclosure Statement Describing the Joint Plan of

Liquidation of the Official Committee of Unsecured Creditors and the Debtor Under Chapter 11 of the Bankruptcy Code (Dated December 18, 2009).

D. Effective as of January 4, 2010, 2009, the Seller and the Buyer executed that certain Asset Purchase Agreement (the "Agreement"), which provides that, subject to Court approval, the Buyer shall sell the Purchased Assets (as defined therein and herein) to Seller.

E. The Purchased Assets to be sold, transferred and conveyed by the Seller to Seagrave at Closing shall be free and clear of all liens, claims, encumbrances and interests (the "Encumbrances"), pursuant to the Order of the Court approving the Agreement and the Sale pursuant to Section 363 of the Bankruptcy Code (the "Sale Approval Order").

F. The Seller desires to effectuate the sale, transfer and conveyance of the Purchased Assets to the Buyer pursuant to the terms and conditions of the Sale Approval Order.

G. Capitalized terms used but not otherwise defined herein shall have the definitions set forth in the Agreement.

NOW, THEREFORE, with the foregoing recitals being incorporated by reference herein, the undersigned hereby agree as follows:

1. In accordance with the terms and conditions of the Sale Approval Order, in consideration of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Purchase Price"), the receipt and sufficiency of which is hereby acknowledged, the Seller has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey, unto Buyer, its successors and assigns forever, all rights, title and interests the Seller has in the Purchased Assets as more fully described on the schedule of purchased assets ("Purchased Asset Schedule") attached hereto as **Exhibit "A"** and by reference made a part hereof (collectively, the "Purchased Assets").

2. The Purchase Price for the Purchased Assets shall be paid in cash by wire transfer in immediately good and available funds by Buyer contemporaneously with the execution and delivery of this Bill of Sale, receipt of which will be acknowledged subject to Seller's receipts and acknowledgment of such good and immediately available funds and confirmation that the wire transfer has been completed and the Seller has received acknowledgement and receipt of the wire representing good funds in the amount of the Purchase Price.

3. Seller affirms, represents and warrants as of the date hereof that: (i) Seller has not transferred or otherwise assigned or conveyed any right, title or interest in or to the Purchased Assets to any third party or entered into any agreement, other than this Agreement, providing for such a transfer, assignment or conveyance of the Purchased Assets; (ii) by this Bill of Sale, Seller hereby transfers to Buyer all right, title and interest of the Seller in and to the Purchased Assets pursuant to the terms and conditions of the Sale Approval Order; and (iii) the representations and warranties contained in Section 2 of the Agreement are true and correct in all material respects as of the date hereof.

4. The Seller is selling the Purchased Assets to Buyer "AS-IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THIS BILL OF SALE, SELLER SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND BUYER, BY ACCEPTING THIS BILL OF SALE AGREES TO TAKE THE PURCHASED ASSETS ON THAT BASIS.

5. All representations and warranties by Seller made in this Bill of Sale, if any, or pursuant to this Bill of Sale will survive the consummation of the transaction contemplated hereby.

6. This Bill of Sale will bind, benefit and be enforceable by and against the parties, their respective heirs, personal representatives, estates, successors and assigns.

7. This Bill of Sale is made under, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

8. All notices requests, demands and other communications which are required or may be given under this Bill of Sale shall be in writing and shall be deemed to have been duly given when received if personally delivered (in exchange for a receipt); when transmitted if transmitted by facsimile transmission, with telephonic confirmation of receipt; the date after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be:

If to Seller, addressed to: Douglas B. Hampton, Sr.
The Lawrence McFadden Company
7430 State Road
Philadelphia, PA 191136

With a copy to:

Attorneys for Seller: Nicholas J. LePore, Esquire
Richard A. Barkasy, Esquire
Schnader Harrison Segal & Lewis LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103-7286
Telecopy: (215) 751-2000

If to Buyer, addressed to:

Seagrave Coatings Corp.
320 Paterson Plank Road
Carlstadt, NJ 07072
Telecopy: (201) 933-3646

With a copy to:

Attorneys for Buyer: Ian R. Scheinman, Esquire
Rudoler & DeRosa, LLC
Suite 300
2 Bala Plaza
Bala Cynwyd, PA 19004
Telecopy: (267) 940-3000

And a copy to:

Attorneys for the Official
Committee of Unsecured
Creditors: Joshua T. Klein, Esquire
Michael G. Menkowitz, Esquire
Fox Rothschild LLP
2000 Market Street – Tenth Floor
Philadelphia, PA 19103
Telecopy: (215) 299-2150

Any party may change its address for notice and the address to which copies must sent by giving notice of the new addresses to the other parties provided that such change of address notice will not be effective unless and until received.

9. Buyer is specifically not, by virtue of this Bill of Sale or otherwise, and whether expressly or implicitly, assuming any liability of any kind or description whatsoever of Seller, or any of its officers (or equivalent), directors (or equivalent), owners, employees, divisions, subsidiaries, affiliates, partners, or agents, including, without limitation, third party claims, obligations owed to employees, the Commonwealth of Pennsylvania, obligations owed to

shareholders (or equivalent), trade payables, services rendered, obligations related to any assets not constituting Purchased Assets hereunder, equipment leases, conditional sales agreements, loans, accrued payroll, benefits, retirement plans, vacation, severance pay, taxes, or any other operating debts or obligations of Seller.

10. After the date hereof, the parties agree to execute and deliver such documents in a commercially reasonable form acceptable to the parties as may reasonably be requested from time to time by a party in order to fully consummate the transaction contemplated by this Bill of Sale.

11. Nothing in this Bill of Sale confers any right, benefit or remedy upon any person or entity that is not a party hereto or a successor in interest to a party hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Execution Copy

IN WITNESS WHEREOF, the Buyer and Seller have executed this Bill of Sale and Assignment as of the date first stated above.

THE LAWRENCE-MCFADDEN CO., a Pennsylvania corporation

SEAGRAVE COATINGS CORPORATION, a New Jersey corporation

By: _____
Name: _____
Title: _____

By:  _____
Name: H. PETER TERPE (MHA)
Title: PRESIDENT

Execution Copy

IN WITNESS WHEREOF, the Buyer and Seller have executed this Bill of Sale and Assignment as of the date first stated above.

**THE LAWRENCE-MCFADDEN CO., a
Pennsylvania corporation**

**SEAGRAVE COATINGS
CORPORATION, a New Jersey
corporation**

By: Douglas B Hampton Sr
Name: Douglas B Hampton
Title: President

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PURCHASED ASSETS SCHEDULE

- (A) all usable inventory (as determined by Buyer in its sole discretion);
- (B) all computers (including the color computer), hardware, software, gas chromatograph and other information systems (and all software licenses and other agreements directly associated with such tangible assets);
- (C) two (2) small SS tanks (approximately 200 gallons each);
- (D) EE walkie lift truck and electric battery charger for lift truck;
- (E) two (2) uninstalled dispersers (currently located in the pigment storage area);
- (F) the following phone/facsimile numbers of Seller: (215) 624-6333/(215) 624-2270;
- (G) all intellectual property and other assets of an intellectual property nature, including, but not limited to, trademarks, trade names, trade secrets, formulae and other proprietary and property rights, service marks, service names, brand names, copyrights, web domains, business and product names, logos, slogans and any applications and registration associated with any of the foregoing;
- (H) additional intangible property, consisting of samples from batches previously made by the Seller along with color standards quality control records, customer lists, and pricing information to the extent used or related to the operation of the Business; and
- (I) all books and records of the Seller that pertain to the Business and the ownership, use, and operation of the Purchased Assets prior to the Closing Date, including, but not limited to, formulae, quality control records, customer lists, pricing information, trademarks, service marks, trade secrets, and other proprietary and intellectual property rights, and including any such records, formulae or processes maintained on computers and software.