

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
Delair L.L.C.		10/26/2012	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Jerith Manufacturing Company, Inc.		
Street Address:	1440 McNulty Rd.		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19154		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78339246	DELGARD	
Serial Number:	78339252	JOHNNY WEISSMULLER	
Serial Number:	76603080	PATRIOT POOLS	
Serial Number:	85249285	AMERICAN SERIES	
Serial Number:	76569952	ROCKLAND	
Serial Number:	85254939	ALLURE ALUMINUM	
CORRESPONDENCE DATA			
Fax Number:	6106878830		
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OP \$165.00 78339246

Address Line 4: Wayne, PENNSYLVANIA 19087

NAME OF SUBMITTER:

Thomas M. Riddle

Signature:

/T.M. Riddle/

Date:

11/05/2012

Total Attachments: 53

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ASSET PURCHASE AGREEMENT

by and between

DELAIR L.L.C.

and

JERITH MANUFACTURING COMPANY, INC.

Dated as of October 17, 2012

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
SECTION 1.01 Certain Defined Terms	1
SECTION 1.02 Definitions	5
SECTION 1.03 Interpretation and Rules of Construction.....	5
ARTICLE II PURCHASE AND SALE.....	6
SECTION 2.01 Purchase and Sale of Assets	6
SECTION 2.02 Assumption and Exclusion of Liabilities.....	7
SECTION 2.03 Consents.....	8
SECTION 2.04 Purchase Price; Allocation of Purchase Price.....	9
SECTION 2.05 Closing.....	9
SECTION 2.06 Closing Deliveries by Seller.....	10
SECTION 2.07 Closing Deliveries by Purchaser.....	10
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER	11
SECTION 3.01 Formation, Authority and Binding Effect.....	11
SECTION 3.02 No Conflict	11
SECTION 3.03 Government Consents and Approvals	12
SECTION 3.04 Absence of Certain Changes.....	12
SECTION 3.05 Litigation	12
SECTION 3.06 Compliance with Laws	12
SECTION 3.07 Purchased Assets	13
SECTION 3.08 Material Contracts	13
SECTION 3.09 Brokers.....	13
SECTION 3.10 Exclusivity of Representations	13
SECTION 3.11 Tax Returns and Payments.....	14
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	14
SECTION 4.01 Organization and Authority of Purchaser.....	14
SECTION 4.02 No Conflict	15
SECTION 4.03 Governmental Consents and Approvals	15
SECTION 4.04 Litigation	15
SECTION 4.05 Brokers.....	15

TABLE OF CONTENTS
(continued)

		Page
SECTION 4.06	Financial Ability	15
ARTICLE V	ADDITIONAL AGREEMENTS	15
SECTION 5.01	Access to Information.....	15
SECTION 5.02	Retained Names and Marks	16
SECTION 5.03	Bulk Transfer Laws	16
SECTION 5.04	Further Action.....	17
SECTION 5.05	Tax Cooperation and Exchange of Information	17
SECTION 5.06	Conveyance Taxes	17
SECTION 5.07	Proration of Taxes	17
SECTION 5.08	Intentionally Omitted.....	17
SECTION 5.09	Post Closing Access to Seller's Facility	18
SECTION 5.10	Employee Matters.....	18
ARTICLE VI	INDEMNIFICATION	18
SECTION 6.01	Survival.....	18
SECTION 6.02	Indemnification by Seller	18
SECTION 6.03	Indemnification by Purchaser.....	19
SECTION 6.04	Limits on Indemnification	19
SECTION 6.05	Notice of Loss; Third Party Claims.....	20
SECTION 6.06	Tax Treatment.....	20
SECTION 6.07	Remedies	21
ARTICLE VII	TERMINATION	21
SECTION 7.01	Termination	21
SECTION 7.02	Effect of Termination	21
ARTICLE VIII	GENERAL PROVISIONS	22
SECTION 8.01	Expenses	22
SECTION 8.02	Notices	22
SECTION 8.03	Public Announcements.....	23
SECTION 8.04	Severability	23

TABLE OF CONTENTS
(continued)

	Page
SECTION 8.05	Entire Agreement.....23
SECTION 8.06	Assignment24
SECTION 8.07	Amendment24
SECTION 8.08	Waiver24
SECTION 8.09	No Third Party Beneficiaries.....24
SECTION 8.10	Governing Law; Jurisdiction24
SECTION 8.11	Waiver of Jury Trial24
SECTION 8.12	Counterparts.....25
SECTION 8.13	No Strict Construction25

EXHIBITS

- A List of Assumed Contracts
- B Form of Assumption Agreement
- C Form of Inventory Sheet
- D Form of Bill of Sale and Assignment
- E Form of Noncompetition Agreement
- F Allocation of Purchase Price
- G Assignment of Intellectual Property
- H Escrow Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 17th day of October, 2012, by and between Delair L.L.C., a New Jersey limited liability company (the "Seller"), and Jerith Manufacturing Company, Inc., a Pennsylvania corporation ("Purchaser"). Seller and Purchaser are herein referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller is engaged in the Business and owns the Purchased Assets;
and

WHEREAS, the Parties desire that, at the Closing, Seller shall sell and transfer to Purchaser, and Purchaser shall purchase from Seller, all of the Purchased Assets and assume all of the Assumed Liabilities, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Ancillary Agreements" means the Bill of Sale, the Assumption Agreement, the Escrow Agreement and the Noncompetition Agreement.

"Assumed Contracts" mean the Customer Purchase Orders set forth on Exhibit A, as the same may be updated by Seller one (1) Business Day prior to the Closing.

"Assumption Agreement" means the Assumption Agreement to be executed by Purchaser and Seller at the Closing, substantially in the form of Exhibit B.

"Bill of Sale" means the Bill of Sale and Assignment to be executed by Seller at the Closing, substantially in the form of Exhibit D.

"Book Value" means the book value of the Inventory as of the Closing as reflected on the Inventory Sheet; provided that, for the avoidance of doubt, the Book Value of any Inventory shall mean the cost of such Inventory.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York.

"Business" means the business of distributing and selling aluminum fencing and gates for residential, commercial or industrial purposes.

"Cash and Cash Equivalents" shall mean cash, negotiable instruments, checks, money orders, marketable securities, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written note, bond, mortgage, indenture, guarantee, agreement, contract, sub-contract, lease or purchase order (which, for the avoidance of doubt, does not include any employee benefit or health or welfare plan or arrangement).

"Control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

"Conveyance Taxes" means all sales, use, value added, transfer, stamp, registration, documentary recording taxes, stock transfer, real property transfer or gains taxes and similar taxes, fees and costs (including any penalties and interests) incurred, imposed, assessed or payable in connection with or as a result of this Agreement or any transactions contemplated hereby.

"Customer Deposits" means the portion of any deposits paid to Seller relating to Customer Purchase Orders.

"Customer Purchase Orders" means the portion of orders placed by customers at or prior to Closing for the purchase of products sold by Seller which have not been shipped to the customers as of the Closing.

"Disclosure Schedule" means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by Seller to Purchaser in connection with this Agreement. Notwithstanding anything to the contrary contained in the Disclosure Schedule or in this Agreement, the information and disclosures contained in any section of the Disclosure Schedule shall be deemed to be disclosed as though fully set forth and incorporated by reference in any other section of the Disclosure Schedule for which the applicability of such information and disclosure is reasonably apparent on the face of such information or disclosure. The

specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Disclosure Schedule is not intended to imply that such amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed or are within or outside the ordinary course of business, and neither Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedule in any dispute or controversy with any Party as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not required to be disclosed (including, without limitation, whether such amounts or items are required to be disclosed as material) or is or is not in the ordinary course of business for the purposes of this Agreement. The information contained in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information contained therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever, including of any violation of Law or breach of any Contract.

“Encumbrance” means any security interest, pledge, hypothecation, mortgage, lien or encumbrance.

“Excluded Employee” means Roseann Phillips.

“Governmental Authority” means any instrumentality, subdivision, court, administrative agency, commission, official or other authority of any supranational, country, state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Indemnified Party” means a Purchaser Indemnified Party or a Seller Indemnified Party, as the case may be.

“Indemnifying Party” means Seller pursuant to Section 6.02 and Purchaser pursuant to Section 6.03, as the case may be.

“Intellectual Property” means the following assets held by Seller, and all rights therein, arising therefrom, or associated therewith, in each case, to the extent relating exclusively to Seller’s Business: (i) all patents and applications therefor; (ii) all trade secrets, confidential and proprietary information, including customer contacts and lists; (iii) the name “Delgard Premier Aluminum Fencing” and trademarks or logos in connection therewith; (iv) websites, telephone and fax numbers and social media accounts; and (v) any goodwill associated with any of the foregoing, but in all cases excluding the Retained Names and Marks.

“Inventory” means the raw materials, work-in-progress, finished goods, supplies and other inventories used or held for use by Seller exclusively in connection with the Business existing as of the Closing as reflected on the Inventory Sheet.

“Inventory Sheet” means the Book Value of the Inventory included in the Purchased Assets, in the form attached hereto as Exhibit C (which form contains an estimate of such amounts), as finally determined pursuant to Section 2.04(b) below.

“IRS” means the Internal Revenue Service of the United States Department of the Treasury.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Noncompetition Agreement” means the Noncompetition Agreement to be executed by Seller and Shapes / Arch Holdings, LLC and Purchaser at the Closing, substantially in the form of Exhibit E.

“Permitted Encumbrances” means (i) statutory liens for current Taxes not yet due or delinquent (or which may be paid without interest or penalties) or the validity or amount of which is being contested in good faith by appropriate proceedings, and (ii) mechanics’, carriers’, workers’, repairers’ and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Seller or the validity or amount of which is being contested in good faith by appropriate proceedings, or pledges, deposits or other liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers’ compensation, unemployment insurance or other social security legislation).

“Person” means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity.

“Property Taxes” means real and personal ad valorem property Taxes and any other Taxes imposed on a periodic basis.

“Seller’s Knowledge”, “Knowledge of Seller” or similar terms used in this Agreement mean the actual knowledge as of the date of this Agreement, of Ted Riddle, Frank Probst, and David Stewart.

“Straddle Period” means any taxable period beginning on or prior to and ending after the Closing Date.

“Tax” or “Taxes” means any and all taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority.

“Tax Returns” means any and all returns, reports, forms and statements (including, elections, declarations, amendments, schedules, information returns or attachments thereto) required to be filed with a Governmental Authority with respect to Taxes.

SECTION 1.02 Definitions. The following terms have the meanings set forth in the Sections set forth below:

<u>Definition</u>	<u>Location</u>
“ <u>Agreement</u> ”	Preamble
“ <u>Allocation</u> ”	2.04(c)
“ <u>Assumed Liabilities</u> ”	2.02(a)
“ <u>Closing</u> ”	2.05
“ <u>Closing Date</u> ”	2.05
“ <u>Deductible Amount</u> ”	6.04(b)
“ <u>Equipment</u> ”	2.01(a)(i)
“ <u>Excluded Assets</u> ”	2.01(b)
“ <u>Excluded Liabilities</u> ”	2.02(b)
“ <u>Loss</u> ”	6.02
“ <u>Material Contracts</u> ”	3.08(a)
“ <u>Parties</u> ”	Preamble
“ <u>Party</u> ”	Preamble
“ <u>Purchaser</u> ”	Preamble
“ <u>Purchase Price</u> ”	2.04(a)
“ <u>Purchased Assets</u> ”	2.01(a)
“ <u>Purchaser Indemnified Party</u> ”	6.02
“ <u>Retained Names and Marks</u> ”	5.02
“ <u>Seller</u> ”	Preamble
“ <u>Seller Indemnified Party</u> ”	6.03
“ <u>Third Party Claims</u> ”	6.05(b)

SECTION 1.03 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;
- (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the respective meanings defined herein when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) references to a Person are also to its successors and permitted assigns; and

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise.

ARTICLE II PURCHASE AND SALE

SECTION 2.01 Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver, as the case may be, to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to only the following assets, rights and properties owned or held by Seller (collectively the "Purchased Assets"):

(i) the equipment, machinery, furniture and other tangible personal property used by Seller exclusively in the Business (the "Equipment");

(ii) the Inventory;

(iii) the rights of Seller under the Assumed Contracts (to the extent such contracts are transferable);

(iv) all Intellectual Property; and

(v) all claims, causes of action, defenses and rights of offset or counterclaim (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or noncontingent) relating exclusively to the Purchased Assets or Assumed Liabilities to be conveyed to and/or assumed by Purchaser as of the Closing Date (other than claims, causes of action, defenses and rights of offset or counterclaim under Seller's current or prior insurance policies).

(b) Notwithstanding anything in Section 2.01(a) to the contrary, Seller shall not sell, convey, assign, transfer or deliver, nor cause to be sold, conveyed, assigned, transferred or delivered, to Purchaser, and Purchaser shall not purchase, and the Purchased Assets shall not include, Seller's right title and interest to any assets of Seller not expressly included in the Purchased Assets (the "Excluded Assets"), including without limitation:

(i) all bank accounts;

(ii) all Cash and Cash Equivalents of Seller on hand, in lock boxes, in financial institutions, in-transit or elsewhere as of the Closing Date;

(iii) all accounts and notes receivable of Seller;

(iv) any rights to Tax refunds, loss carryforwards, claims, defenses, credits or similar benefits;

(v) Tax records (including Tax Returns and supporting workpapers);

(vi) the company seal, minute books, charter documents, equity record books and such other books and records as pertain to the organization, existence or capitalization of Seller, as well as any other records or materials relating to Seller generally and not involving or related to the Purchased Assets or the operations of its Business;

(vii) the Retained Names and Marks;

(viii) any owned or leased real property;

(ix) all rights of Seller and their Affiliates under this Agreement and the Ancillary Agreements;

(x) all current and prior insurance policies of Seller and its Affiliates and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(xi) all employee benefit plans and any assets of any employee benefit plans and all personnel records or other records relating to the employees of Seller;

(xii) any assets and associated claims arising out of the Excluded Liabilities;

(xiii) all claims, causes of action, defenses and rights of offset or counterclaim (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or noncontingent) not included in the Purchased Assets; and

(xiv) all of the rights and interests of Seller and its Affiliates in all information, files, records, data, plans, contracts and recorded knowledge related to or used in connection with the Business, to the extent that any of the foregoing: (A) relate to the Excluded Assets or (B) are comprised predominantly of written materials that Seller is required by Law to retain.

SECTION 2.02 Assumption and Exclusion of Liabilities.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume, and agree to pay, perform and discharge when due, only the following liabilities and obligations of Seller (all of the foregoing liabilities and obligations to be so assumed, satisfied or discharged being herein collectively called the "Assumed Liabilities"):

(i) all liabilities and obligations arising after the Closing under the Assumed Contracts (including all purchase orders in respect thereof);

(ii) all liabilities and obligations arising from the Purchaser's conduct of the Business or the ownership, operation or sale of the Purchased Assets after the Closing; and

(iii) all Taxes allocated to Purchaser in Sections 5.06 or 5.07;

provided that in no event shall Purchaser assume any liability or obligation of Seller resulting from any breach of an Assumed Contract, act of gross negligence or willful misconduct or violation of law of Seller arising on or prior to the Closing Date.

(b) Seller shall retain, and shall be responsible for paying, performing and discharging when due, and Purchaser shall not assume or have any responsibility for, any liabilities or obligations other than the Assumed Liabilities (the "Excluded Liabilities"), including without limitation:

(i) all liabilities or obligations to the extent relating to or arising out of the Excluded Assets;

(ii) all accounts payable and other accrued expenses of the Business for any periods (or portions thereof) occurring prior to the Closing;

(iii) all liabilities or obligations related to employee benefit plans;

(iv) Seller's obligations under this Agreement;

(v) any liabilities or obligations of Seller to pay any indebtedness for borrowed money incurred on or prior to the Closing Date; and

(vi) any liabilities or obligations resulting from any breach of an Assumed Contract, act of gross negligence or willful misconduct or violation of law of Seller arising on or prior to the Closing Date.

SECTION 2.03 Consents

(a) Notwithstanding anything to the contrary in this Agreement, there shall be excluded from the transactions contemplated by this Agreement any Assumed Contract or right that is not assignable or transferable without the consent of any Person other than the Parties or any of their Affiliates, to the extent that such consent shall not have been given prior to the Closing; provided, however, that each of the Seller and Purchaser shall have the continuing obligation after the Closing to use commercially reasonable efforts to obtain all necessary consents to the assignment or transfer thereof, it being understood that neither Seller nor any of its Affiliates shall be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party to obtain such consents. Upon obtaining the requisite third-party consents thereto, such Assumed Contract or right, if it otherwise would have been includable in the Purchased Assets or the transactions contemplated hereby but for the application of this Section 2.03(a), shall promptly be transferred and assigned to Purchaser hereunder.

(b) With respect to any Assumed Contract or right that is not included in the Purchased Assets or assigned to Purchaser at the Closing by reason of Section 2.03(a), after the Closing and until any requisite consent is obtained therefor and the same is transferred and assigned to Purchaser, the parties shall cooperate with each other, upon written request of Purchaser, in endeavoring to obtain for Purchaser, at no cost to Seller, an arrangement with respect thereto to provide for Purchaser substantially comparable benefits therein, and Purchaser agrees to indemnify Seller in respect of all liabilities or obligations of Seller in respect of any such arrangement and underlying Contract or right.

SECTION 2.04 Purchase Price; Allocation of Purchase Price.

(a) The purchase price for the Purchased Assets shall be (i) an amount in cash (the "Cash Purchase Price") equal to the sum of (A) \$800,000, plus (B) an amount equal to (x) seventy-five percent (75%) multiplied by (y) the Book Value of the Inventory, reduced by (C) Customer Deposits; and (ii) the assumption of the Assumed Liabilities (collectively, the "Purchase Price").

(b) Exhibit C attached hereto includes an estimate of the Book Value of the Inventory expected to be acquired by Purchaser hereunder as of the Closing. Following an Inventory count jointly conducted by Seller and Purchaser, prior to the Closing, Seller shall deliver to Purchaser its calculation of the Inventory Sheet, including its calculation of the Cash Purchase Price. Purchaser shall have the opportunity to review the Inventory Sheet delivered by Seller. If Purchaser agrees with the Inventory Sheet and resulting Cash Purchase Price delivered by Seller, such Inventory Sheet and resulting Cash Purchase Price shall be final and binding on both Parties. If Purchaser disagrees with the Inventory Sheet and resulting Cash Purchase Price delivered by Seller, Purchaser and Seller shall negotiate in good faith based on available data and information to agree upon the Inventory Sheet and resulting Cash Purchase Price. The Inventory Sheet and resulting Cash Purchase Price mutually agreed to by Purchaser and Seller pursuant to this Section 2.04(b) shall be final and binding on both Parties.

(c) The sum of the Purchase Price and any other relevant items of consideration for Tax purposes shall be allocated by Seller and Purchaser among the Purchased Assets as of the Closing in accordance with Section 1060 of the Code as set forth with Exhibit F (the "Allocation"). Any subsequent adjustments to the Purchase Price shall be reflected in the Allocation by Seller and Purchaser in a manner consistent with Section 1060 of the Code. Seller and Purchaser undertake and agree to timely file any information that may be required to be filed pursuant to Section 1060 of the Code and shall use the Allocation determined pursuant to this Section 2.04(c) in connection with the preparation of IRS Form 8594 as such form relates to the transaction contemplated by this Agreement. Each of the Seller and Purchaser agree to cooperate with the other in preparing IRS Form 8594, and to furnish the other with a copy of such Form prepared in draft form within a reasonable period before its filing due date.

SECTION 2.05 Closing. Subject to the Parties reaching mutual agreement with respect to the Inventory Sheet and the resulting Cash Purchase Price in accordance with Section 2.04(b), unless a different date is mutually agreed to by the Parties in writing, the consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held via electronic mail or facsimile at 10:00 A.M. Eastern Time on the date which is not later

than three (3) business days after Purchaser has received correspondence from the New Jersey Department of the Treasury, Division of Taxation identifying the amount of the Division Escrow (or that no Division Escrow is required) or such other date as shall be mutually agreed to by the parties, which in no event shall be later than the twelfth (12th) Business Day following the date of this Agreement if Purchaser has not received any correspondence from the New Jersey Department of the Treasury, Division of Taxation regarding the transactions contemplated by this Agreement or the Division Escrow (the date on which the Closing occurs being the "Closing Date").

SECTION 2.06 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

- (a) the Bill of Sale duly executed by the Seller;
- (b) a counterpart to the Assumption Agreement duly executed by Seller; and
- (c) a counterpart to the Noncompetition Agreement duly executed by Seller;
- (d) a counterpart to the Escrow Agreement duly executed by Seller;
- (e) a certificate executed by the manager of Seller certifying the resolutions of Seller authorizing the transactions contemplated by this Agreement; and
- (f) letters from Biscayne Metals Finance (for itself and as agent), Arch Acquisitions I, LLC and other holders of Encumbrances on the Purchased Assets, if any, affirmatively stating that they shall release all of their Encumbrances on the Purchased Assets.
- (g) a counterpart to the Assignment of Intellectual Property, Exhibit "G."

SECTION 2.07 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

- (a) the Cash Purchase Price by wire transfer in immediately available funds to the bank account designated by the Seller;
- (b) a counterpart to the Assumption Agreement duly executed by Purchaser;
- (c) a counterpart to the Noncompetition Agreement duly executed by Purchaser;
- (d) a counterpart to the Escrow Agreement duly executed by Purchaser; and
- (e) a completed Sales Tax Resale Certificate (Form ST-3) duly executed by Purchaser.
- (f) a counterpart to the Assignment of Intellectual Property, Exhibit "G."

SECTION 2.08 Collection of Customer Receivables. Following the Closing, (i) to the extent Seller receives payment of any account receivable of Purchaser generated following the

Closing (including if such payment is received in lockbox 774395 located at 4395 Solutions Center, Chicago, IL 60677-4033), Seller shall promptly turn over such amount to Purchaser and (ii) to the extent Purchaser receives payment of any account receivable of Seller, Purchaser shall promptly turn over such amount to Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser, as of the date hereof as follows:

SECTION 3.01 Formation, Authority and Binding Effect.

(a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of New Jersey and has all necessary power and authority to enter into this Agreement and each Ancillary Agreement to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(b) The execution and delivery of this Agreement and the Ancillary Agreements by Seller, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Seller.

(c) This Agreement has been, and upon their execution the Ancillary Agreements to which Seller is a party shall have been, duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Purchaser) this Agreement constitutes, and upon its execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

SECTION 3.02 No Conflict. Assuming that all consents, approvals, authorizations and other actions described in Section 3.03 have been obtained, all filings and notifications listed in Section 3.03 of the Disclosure Schedule have been made and any applicable waiting period has expired or been terminated, and except as may result from any facts or circumstances relating to Purchaser, the execution, delivery and performance of this Agreement and the Ancillary Agreements by Seller do not and will not (a) violate, conflict with or result in the breach of the certificate of formation or operating agreement (or similar organizational documents) of Seller, (b) conflict with or violate any Law or Governmental Order applicable to Seller or (c) except as set forth in Section 3.02(c) of the Disclosure Schedule, conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any Contract to which Seller is a party, except, in the case of clauses (b) and (c), as would not materially and

adversely affect the ability of Seller to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements.

SECTION 3.03 Government Consents and Approvals. The execution, delivery and performance by Seller of this Agreement and each Ancillary Agreement to which Seller is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except (a) as described in Section 3.03 of the Disclosure Schedule, (b) where failure to obtain such consent, approval, authorization, order or action, or to make such filing or notification, would not prevent or materially delay the consummation by Seller of the transactions contemplated by this Agreement and the Ancillary Agreements, or (c) as may be necessary as a result of any facts or circumstances relating to Purchaser.

SECTION 3.04 Absence of Certain Changes. Since July 31, 2012, except as set forth in Section 3.04 of the Disclosure Schedule, there has not been any sale, lease, license, abandonment or other disposition by Seller of any material Purchased Assets, or the execution by Seller of any Contract to do any of the foregoing, except (i) in the ordinary course of the business or (ii) relating to the transactions contemplated hereby.

SECTION 3.05 Litigation. Except as set forth in Section 3.05 of the Disclosure Schedule, as of the date hereof there is no Action, pending or otherwise, by or against Seller relating to its Business, or to the Knowledge of Seller, threatened, before any Governmental Authority that would reasonably be expected to affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 3.06 Compliance with Laws. Except as set forth in Section 3.06 of the Disclosure Schedule, as of the date hereof:

(a) Seller is in material compliance with all Laws applicable to the ownership or operation of the Seller's Business; and

(b) Seller possesses all material permits, certificates, licenses, consents, approvals or authorizations of any Governmental Authority necessary for the conduct of Seller's Business as it is currently conducted.

(c) With respect to any employee plan of Seller which is intended to be qualified under Section 401(a) of the Internal Revenue Code and each employee plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA), there are no claims or potential claims for withdrawal liability against Seller.

(d) To the extent required by law, Seller has or shall by the Closing Date: (i) provide all notices which may be required pursuant to the Worker Readjustment and Retraining Notification Act, 29 U.S.C. 2101 et seq. and the regulations promulgated thereunder (the "WARN Act") to all parties entitled to receive such notices, and (b) take all actions as may be required by any applicable similar state or local law ("State and Local Law"), in order for Purchaser not to incur any liability to any of the employees of Seller or any of its Affiliates, any unit of local government or any other person or entity pursuant to the WARN Act or any State

and Local Law in connection with the consummation of the transactions provided for herein or with the termination of employment of any such employee by Seller or any Affiliate prior to, on or following the date of Closing, including without limitation any notice which, pursuant to Section 2(b) of the WARN Act, would otherwise be required to be provided by Purchaser. For purposes of this Section, the term "unit of local government" shall have the meaning given pursuant to the WARN Act.

SECTION 3.07 Purchased Assets.

(a) Seller has good title to or, in the case of leased assets, a valid leasehold interest in, free and clear of all Encumbrances, all of the tangible personal property included in the Purchased Assets. Except as provided in Section 2.06(f), Seller represents that there are no other Encumbrances on the Purchased Assets that need to be released at Closing to give effect to the previous sentence.

(b) Section 3.07 of the Disclosure Schedule sets forth a list of all of the Intellectual Property which is registered with a Governmental Authority. There is no Action pending or, to the Knowledge of Seller, threatened against Seller alleging that the Seller's Intellectual Property infringes upon the intellectual property rights of any other third party.

SECTION 3.08 Material Contracts.

(a) Section 3.08(a) of the Disclosure Schedule sets forth as of the date hereof a list of any Contract relating to the leasing by Seller of any Equipment used exclusively in the Seller's Business to which Seller is a party (collectively, the "Material Contracts").

(b) Seller has made true and correct copies of the Material Contracts available to Purchaser. Except as disclosed in Section 3.08(b) of the Disclosure Schedule, to the Knowledge of Seller, each Contract set forth on Section 3.08(a) of the Disclosure Schedule is in full force and effect and there exists no material default or event of default by Seller or any other party to any such Contract.

SECTION 3.09 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of Seller or any of its Affiliates.

SECTION 3.10 Exclusivity of Representations. THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS ARTICLE III ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH RESPECT TO THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THE SELLER AND ITS BUSINESS. SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THE SELLER OR ITS BUSINESS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, THE CONDITION OF THE PURCHASED ASSETS SHALL BE "AS IS", "WHERE IS" AND "WITH ALL FAULTS". NOTWITHSTANDING ANYTHING TO THE

CONTRARY IN THIS AGREEMENT, SELLER IS NOT, DIRECTLY OR INDIRECTLY, MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY PRO FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS WITH RESPECT TO THE PURCHASED ASSETS, THE SELLER OR ITS BUSINESS.

SECTION 3.11 Tax Returns and Payments. All material taxes required to be paid by Seller or relating to the Business have been paid. There is no liability for any material tax imposed upon the Purchased Assets or Seller with respect to any period before the Closing Date for which there is not an adequate reserve reflected on the balance sheet. The provisions of this Section shall include, without limiting the generality of this section, all reports, return, and payments due under all federal, state, or local laws or regulations relating to income, sale, use and withholding taxes, withholding obligations, unemployment insurance, Social Security, workers' compensation and other obligations of the same or of a similar nature. Seller is not subject to any open audit in respect of its taxes, no deficiency assessment or proposed adjustment for taxes is pending, and Seller has no knowledge of any liability, whether or not proposed, for any material tax with respect to any period through the date hereof to be imposed upon any of its properties or assets for which there is not an adequate reserve reflected on Seller's respective balance sheets.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller, as of the date hereof as follows:

SECTION 4.01 Organization and Authority of Purchaser.

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(b) The execution and delivery of this Agreement and the Ancillary Agreements by Purchaser, the performance by Purchaser of its obligations hereunder and thereunder and the consummation by Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser.

(c) This Agreement has been, and upon their execution the Ancillary Agreements to which Purchaser is a party shall have been, duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes, and upon its execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights

generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

SECTION 4.02 No Conflict. Assuming the making and obtaining of all filings, notifications, consents, approvals, authorizations and other actions referred to in Section 4.03, and except as may result from any facts or circumstances relating to Seller, the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements to which it is a party do not and will not (a) violate, conflict with or result in the breach of any provision of the articles of incorporation or bylaws (or similar organizational documents) of Purchaser, (b) conflict with or violate any Law or Governmental Order applicable to Purchaser or its respective assets, properties or businesses or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any Contract to which Purchaser is a party, except, in the case of clauses (b) and (c), as would not materially and adversely affect the ability of Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements.

SECTION 4.03 Governmental Consents and Approvals. The execution, delivery and performance by Purchaser of this Agreement and each Ancillary Agreement to which Purchaser is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority except as may be necessary as a result of any facts or circumstances relating to Seller.

SECTION 4.04 Litigation. As of the date hereof, no Action by or against Purchaser is pending or, to the actual knowledge of Purchaser, threatened, which could affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 4.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser or any of its Affiliates.

SECTION 4.06 Financial Ability. Purchaser has immediately available funds sufficient to consummate the transactions contemplated by this Agreement, including the payment to Seller of the Cash Purchase Price.

ARTICLE V ADDITIONAL AGREEMENTS

SECTION 5.01 Access to Information.

(a) For a period of one year after the Closing or, if shorter, the applicable period specified in Purchaser's document retention policy, Purchaser shall (i) retain the books and records relating to the Purchased Assets and Assumed Liabilities for periods prior to the Closing, and (ii) upon reasonable notice, afford the officers, employees, agents and

representatives of Seller and its Affiliates reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such books and records.

(b) For a period of one year after the Closing or, if shorter, the applicable period specified in Seller's document retention policy, Seller and its Affiliates shall (i) retain the books and records relating to the Purchased Assets and Assumed Liabilities for periods prior to the Closing which shall not otherwise have been delivered to Purchaser and (ii) upon reasonable notice, afford the officers, employees, agents and representatives of Purchaser and its Affiliates reasonable access (including the right to make, at Purchaser's expense, photocopies), during normal business hours, to such books and records.

SECTION 5.02 Retained Names and Marks. Purchaser hereby acknowledges that all right, title and interest in and to the names "Delair" and all other names or marks used by the Seller and its Affiliates other than "Delgard Premier Aluminum Fencing", together with all variations thereof and all trademarks, service marks, domain names, trade names, trade dress, corporate names and other identifiers of source containing, incorporating or associated with any of the foregoing (the "Retained Names and Marks"), are owned exclusively by Seller and its Affiliates and are not included in the Purchased Assets, and that Purchaser shall have no right to use, and is not acquiring any rights in, the Retained Names and Marks following the Closing.

SECTION 5.03 Bulk Transfer Laws. Seller acknowledges that Purchaser must file with the State of New Jersey, Division of Taxation (the "Division"), ten (10) or more days prior to Closing, a notice of bulk transfer (Division of Taxation Form C-9600), as required by law. Purchaser shall provide any such applicable notice of the bulk transfer to the Division via overnight delivery within one (1) Business Day following the date of execution of this Agreement. The Parties agree to be bound by the portion of the Purchase Price subject to the escrow requirements imposed by the Division as a result of Purchaser providing the bulk sale notice relating to this transaction to the Division. Purchaser shall provide Seller with immediate notice and copies of any correspondence from the Division with respect to this Transaction. In the event the Division requires an escrow of funds, such funds (the "Division Escrow") shall be held in escrow by Wells Fargo Bank, N.A. or such other third party independent escrow agent as may be agreed to by the Parties (the "Escrow Agent"), pursuant to an escrow agreement in the form attached hereto as Exhibit H. The Escrow Agent shall disburse to the Division such amounts from the Division Escrow determined to be owed to the Division. The Escrow Agent shall not make any disbursement of funds in the Division Escrow to the Division without the consent of Purchaser and Seller, provided that Purchaser shall not unreasonably withhold or delay its consent if Seller and the Division reach a mutual agreement or settlement regarding the amount to be paid to the Division. The Division Escrow shall be used solely to satisfy Seller's obligations to the Division and shall not be used for any other purpose (other than distribution to Seller). Purchaser shall have no rights or interest in the Division Escrow. Any remaining balance of funds in the Division Escrow shall be disbursed to Seller upon the date the Division has authorized the release of such funds in writing. Seller shall have the sole right to negotiate and interact with the Division regarding any tax claims, the amount of the Division Escrow and the release of the same to Seller, and Purchaser shall not contact, or communicate with, the Division or its representatives regarding the same without the prior written consent of Seller.

SECTION 5.04 Further Action. The Parties shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things reasonably necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement. To the extent any Excluded Asset is received by the Purchaser after Closing, Purchaser shall promptly remit such Excluded Asset (or such proceeds) to the Seller. To the extent any Purchased Asset is received by the Seller after Closing, Seller shall promptly remit such Purchased Asset (or such proceeds) to the Purchaser.

SECTION 5.05 Tax Cooperation and Exchange of Information. Following the Closing, Seller and Purchaser will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining any liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes relating to the Purchased Assets or the Assumed Liabilities.

SECTION 5.06 Conveyance Taxes. Any Conveyance Taxes incurred as a result of the transactions contemplated hereby shall be paid by Purchaser. Purchaser shall prepare and file any Tax Returns or other documentation with respect to such Conveyance Taxes. To the extent any Conveyance Taxes are payable by Seller, Purchaser shall pay Seller such Conveyance Taxes no later than ten (10) days before Seller is required to remit the amount of such Conveyance Taxes to the appropriate Governmental Authority.

SECTION 5.07 Proration of Taxes.

(a) Except as provided in Section 5.06 or as otherwise provided in this Agreement, all Property Taxes on or with respect to the Purchased Assets for any Straddle Period, shall be prorated between Seller and Purchaser as of 12:01 A.M. Eastern Time on the Closing Date, and each Party shall pay its proportionate share. To the extent any such Property Taxes are payable by Seller following the Closing, Purchaser shall pay Seller its portion of such Property Taxes no later than ten (10) days before Seller is required to remit the amount of such Property Taxes to the appropriate Governmental Authority. To the extent any such Property Taxes are payable by Purchaser following the Closing, Seller shall pay Purchaser its portion of such Property Taxes no later than ten (10) days before Purchaser is required to remit the amount of such Property Taxes to the appropriate Governmental Authority. If any Taxes subject to proration are paid by a Party not owing such Taxes, the proportionate amount of such Taxes paid (or in the event a refund of any portion of such Taxes previously paid is received, such refund) shall be paid promptly by (or to) the other Party after the payment of such Taxes (or promptly following the receipt of any such refund).

(b) The prorations pursuant to this Section 5.07 may be calculated after the Closing Date, as each item to be prorated accrues or comes due, provided that, in any event, any such proration shall be calculated not later than 30 days after the Party requesting proration of any item obtains the information required to calculate such proration of such item.

SECTION 5.08 [intentionally omitted]

SECTION 5.09 Post-Closing Access to Seller's Facility. For the thirty (30) day period following the Closing, Seller shall permit Purchaser to use and access Seller's facility at 8600 River Road, at no charge, to store the Inventory and Equipment acquired pursuant to this Agreement and to subsequently pick up such Inventory and Equipment on or prior to the expiration of such thirty (30) day period; provided that (i) all risk of damage or loss to such assets is the responsibility of Purchaser and shall be covered by Purchaser's insurance, (ii) the costs of all labor relating to the storage of such Inventory and Equipment and/or the pick-up of such Inventory and Equipment, (such as costs to operate forklifts, load the trucks, etc.) shall be Purchaser's responsibility, (iii) Purchaser shall repair any damage caused to Seller's facility or the Excluded Assets as a result of such storage or transfer and (iv) Seller shall have no obligation under this Section 5.09 following the thirtieth day following the Closing.

SECTION 5.10 Employee Matters. Seller shall use its good faith efforts to attempt to arrange for a meeting between Purchaser and each employee of Seller (other than the Excluded Employee) at a time which is mutually agreeable to the Parties (which time the Parties intend to be the Business Day prior to the Closing Date), provided that Seller shall have the opportunity to have a representative present during any such meeting. Within three (3) Business Days after the Closing, Purchaser will provide Seller with a list of those employees or former employees of Seller to whom Purchaser has decided to make employment offers, which list shall not include the Excluded Employee. Until the date which is six (6) months following the Closing, Purchaser shall not employ any employee or former employee of Seller unless such employee has delivered to Seller a written waiver of any rights he or she may have to receive severance from Seller or any of its Affiliates. For the avoidance of doubt, neither the making by Purchaser of, nor the acceptance by any employee of Seller of, employment with Purchaser shall be a condition to the closing of the transactions contemplated by this Agreement.

ARTICLE VI INDEMNIFICATION

SECTION 6.01 Survival.

(a) The representations and warranties of the Parties contained in this Agreement shall survive the Closing for a period of twelve (12) months after the Closing; provided, however, that the representations and warranties in Section 3.01 (Organization, Authority and Binding Effect), Section 3.07(a) (Title to Purchased Assets), Section 3.09 (Brokers), Section 4.01 (Organization and Authority of Purchaser) and Section 4.05 (Brokers) (collectively, the "Fundamental Representations") shall survive for five (5) years. All covenants and agreements contained in this Agreement shall survive until performed and the covenants in the Noncompetition Agreement shall survive for five (5) years following the Closing.

(b) Any claim made in accordance with the provisions of Section 6.05(a) prior to the expiration of the applicable survival periods set forth in Section 6.01(a) shall survive until such claim is finally and fully resolved.

SECTION 6.02 Indemnification by Seller. Following the Closing, Purchaser and its Affiliates, officers, directors, employees, agents, successors and permitted assigns (each, a "Purchaser Indemnified Party") shall be indemnified and held harmless by Seller from and against

all losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and expenses) (hereinafter, a "Loss") actually suffered or incurred by them, arising out of or resulting from: (a) the breach of any representation or warranty made by Seller contained in this Agreement; (b) the breach of any covenant or agreement by Seller contained in this Agreement; and (c) the Excluded Liabilities. To the extent that Seller is unwilling or unable to fulfill its obligation set forth in this Section 6.02, Shapes / Arch Holdings, LLC hereby agrees to be bound by and guarantees Seller's obligation under this Section 6.02 and consistent with this Article VI.

SECTION 6.03 Indemnification by Purchaser. Following the Closing, Seller and its Affiliates, officers, directors, employees, agents, successors and permitted assigns (each, a "Seller Indemnified Party") shall be indemnified and held harmless by Purchaser from and against any and all Losses actually suffered or incurred by them, arising out of or resulting from: (a) the breach of any representation or warranty made by Purchaser contained in this Agreement; (b) the breach of any covenant or agreement by Purchaser contained in this Agreement; (c) the Assumed Liabilities except as contemplated in Section 2.02(a); (d) the use or sale of the Purchased Assets following the Closing; and (e) any claim or allegation relating to Purchaser's employment or employment decisions with respect to the employees or former employees of Seller (whether such claim or allegation relates to a circumstance which occurred prior to, at or following the Closing).

SECTION 6.04 Limits on Indemnification.

(a) No claim may be asserted nor may any Action be commenced against either Party for breach of any representation, warranty, covenant or agreement contained herein, unless the written notice of such claim or action described in Section 6.05(a) is received by such Party on or prior to the date on which the applicable representation, warranty, covenant or agreement on which such claim or Action is based ceases to survive as set forth in Section 6.01(a).

(b) Notwithstanding anything to the contrary contained in this Agreement: (i) an Indemnifying Party shall not be liable for any claim for indemnification pursuant to Section 6.02(a) (other than with respect to breaches of the Fundamental Representations) for Losses unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Party exceeds \$20,000 (such amount, the "Deductible Amount"), after which the Indemnifying Party shall be liable only for those Losses in excess of the Deductible Amount; (ii) the maximum amount of indemnifiable Losses which may be recovered from an Indemnifying Party pursuant to Section 6.02(a) (other than with respect to breaches of the Fundamental Representations) shall be an amount equal to \$200,000; and (iii) neither Party shall have any liability under any provision of this Agreement or any Ancillary Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, diminution of value, loss measured by any multiple or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement or any Ancillary Agreement.

(c) For all purposes of this Article VI, "Losses" shall be net of any insurance or other recoveries payable to the Indemnified Party or its Affiliates in connection with the facts giving rise to the right of indemnification.

(d) The Purchaser shall not be entitled to indemnification with respect to facts or circumstances known to it prior to Closing or for any Loss resulting from any breach of any covenant, agreement, representation, or warranty of which the Purchaser had knowledge on or prior to Closing. The Purchaser may not avoid the limitations on liability set forth in this Article VI by seeking damages for breach of contract, tort or pursuant to any other theory of liability and waives any and all statutory rights of contribution or indemnification that it might otherwise be entitled to under any law.

SECTION 6.05 Notice of Loss; Third Party Claims.

(a) An Indemnified Party shall give the Indemnifying Party notice of any matter which an Indemnified Party has determined has given rise to a right of indemnification under this Agreement, within thirty (30) days of such determination (but in no event later than the date on which the applicable representation, warranty, covenant or agreement on which the claim of indemnification is based ceases to survive as set forth in Section 6.01(a)), stating the facts and circumstances of the Loss, the amount of the Loss actually suffered or incurred by the Indemnified Party and the method of computation thereof, and the specific representation, warranty, covenant or agreement giving rise to such claim or action.

(b) If an Indemnified Party shall receive notice of any Action, audit, claim, demand or assessment from a third party (each, a "Third Party Claim") against it which gives rise to a claim for indemnification under this Article VI, as promptly as possible but in any event within thirty (30) days of the receipt of such notice, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim. The Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within fifteen (15) days following the receipt of such notice from the Indemnified Party. If the Indemnifying Party elects to undertake any such defense against a Third Party Claim the Indemnified Party may participate in such defense at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably requested by the Indemnifying Party. If the Indemnifying Party elects to direct the defense of any such claim or proceeding, the Indemnified Party shall not pay, or permit to be paid, any part of such Third Party Claim unless the Indemnifying Party consents in writing to such payment, the Indemnifying Party withdraws from the defense of such Third Party Claim or a final judgment from which no appeal may be taken by or on behalf of the Indemnifying Party is entered against the Indemnified Party for such Third Party Claim. If the Indemnifying Party is controlling the defense of such Third Party Claim, the Indemnifying Party will not approve or enter into any settlement or compromise with respect to the Third Party Claim without the Indemnified Party's prior written approval, unless the terms of such settlement or compromise provide for an unconditional release of the Indemnified Party for any liability arising out of such Third Party Claim.

SECTION 6.06 Tax Treatment. To the extent permitted by Law, the Parties agree to treat all payments made under this Article VI, under any other indemnity provision contained in this Agreement, and for any misrepresentations or breach of warranties or covenants, as

adjustments to the Purchase Price for all Tax purposes; provided, however, that no amended or supplemental Tax Returns are required to be filed by either the Seller or the Purchaser if such failure to file such amended or supplemental Tax Returns would not increase the liability of the other Party.

SECTION 6.07 Remedies. Except with respect to claims of fraud, Purchaser and Seller acknowledge and agree that (a) following the Closing, the indemnification provisions of Section 6.02 and Section 6.03 shall be the sole and exclusive remedies of Purchaser and Seller for any breach by the other Party of the representations and warranties in this Agreement and for any failure by the other Party to perform and comply with any covenants and agreements in this Agreement, and (b) anything herein to the contrary notwithstanding, no breach of any representation, warranty, covenant or agreement contained herein shall give rise to any right on the part of Purchaser or Seller to rescind this Agreement or any of the transactions contemplated hereby. Each Party shall take all reasonable steps to mitigate its Losses (including pursuing all available insurance and third party remedies) upon and after becoming aware of any event which could reasonably be expected to give rise to any Losses.

ARTICLE VII TERMINATION

SECTION 7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by Purchaser by delivery of written notice to Seller, if the transactions contemplated by this Agreement have not been consummated on or before the 15th Business Day following the date hereof; provided that Purchaser shall not be entitled to terminate this Agreement pursuant to this Section 7.01(a) if Purchaser's intentional breach of this Agreement has prevented the consummation of the transactions contemplated hereby (it being understood and agreed that, so long as Purchaser has acted in good faith during the negotiations described in Section 2.04(b), the failure of the Parties to agree upon the Inventory Sheet and resulting Cash Purchase Price shall not be deemed an intentional breach by Purchaser);

(b) by Seller by delivery of written notice to Purchaser, if the transactions contemplated by this Agreement have not been consummated on or before the 15th Business Day following the date hereof; provided that Seller shall not be entitled to terminate this Agreement pursuant to this Section 7.01(b) if Seller's intentional breach of this Agreement has prevented the consummation of the transactions contemplated hereby (it being understood and agreed that, so long as Seller has acted in good faith during the negotiations described in Section 2.04(b), the failure of the Parties to agree upon the Inventory Sheet and resulting Cash Purchase Price shall not be deemed an intentional breach by Seller); or

(c) by the mutual written agreement of Purchaser and Seller.

SECTION 7.02 Effect of Termination. In the event of a termination of this Agreement by either Purchaser or Seller as provided above, the provisions of this Agreement shall immediately become void and of no further force and effect (other than this Section 7.02 hereof which shall survive the termination of this Agreement), and there shall be no liability on the part

of any of Purchaser or Seller to one another for breaches of this Agreement, except for any willful breaches of this Agreement prior to the time of such termination.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 8.01 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

SECTION 8.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.02):

(a) if to Seller:

Delair L.L.C.
9000 River Road
Delair, NJ 08110
Facsimile: (856) 663-1297
Telephone: (856) 663-2900
Attention: Chief Executive Officer

with a copy to (which shall not constitute notice to Seller):

Bayside Capital, Inc.
1450 Brickell Avenue, 31st Floor
Miami, FL 33131
Facsimile: (305) 379-2013
Telephone: (305) 379-8686
Attention: Sean Ozbolt

and

Paul Hastings LLP
191 N. Wacker Drive
30th Floor
Chicago, IL 60606
Facsimile: (312) 499-6119
Telephone: (312) 499-6019
Attention: Amit Mehta

(b) if to Purchaser:

Jerith Manufacturing Company, Inc.
14400 McNulty Road
Philadelphia, PA 19154
Facsimile: (215) 676-9756
Telephone: (215) 676-4068
Attention: Mr. Bruce Schwartz, President

with a copy to (which shall not constitute notice to Purchaser):

Palmarella & Curry, P.C.
1255 Drummers Lane
Suite 105
Wayne, PA 19087
Facsimile: (610) 687-8830
Telephone: (610) 687-1100
Attention: Ernest D. Palmarella

SECTION 8.03 Public Announcements. Neither Party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other Party unless otherwise required by Law or applicable stock exchange regulation, and the Parties shall cooperate as to the timing and contents of any such press release, public announcement or communication. For the avoidance of doubt, except as otherwise provided in Section 5.10, the restrictions set forth in this Section 8.03 include any communications between Purchaser and Seller's customers or employees (other than David Stewart) prior to Closing unless such communication has been consented to by Seller, which consent shall not be unreasonably withheld.

SECTION 8.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 8.05 Entire Agreement. This Agreement and the Ancillary Agreements constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Seller and Purchaser with respect to the subject matter hereof and thereof; provided, however, that notwithstanding the foregoing, the Confidentiality section of that certain Summary of Principal Terms and Conditions, dated August 31, 2012, between Purchaser and Seller shall continue in full force and effect.

SECTION 8.06 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of Seller and Purchaser, which consent may be granted or withheld in the sole discretion of Purchaser or Seller, as the case may be.

SECTION 8.07 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Seller and Purchaser or (b) by a waiver in accordance with Section 8.08.

SECTION 8.08 Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

SECTION 8.09 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied (including the provisions of Article VI relating to indemnified parties), is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 8.10 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the United States District Court sitting in Wilmington, Delaware; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court sitting in Wilmington, Delaware. Consistent with the preceding sentence, the Parties hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Wilmington, Delaware for the purpose of any Action arising out of or relating to this Agreement brought by either Party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above named courts.

SECTION 8.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.11.

SECTION 8.12 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SECTION 8.13 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DELAIR L.L.C.

By: _____
Name:
Title:

JERITH MANUFACTURING COMPANY, INC.

By: *Paul Schwartz*
Name: *PAUL SCHWARTZ*
Title: *PRESIDENT*

The undersigned hereby executes this Agreement to acknowledge its binding obligation under Section 6.02:

SHAPES / ARCH HOLDINGS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DELAIR L.L.C.

By: Frank Probst
Name: Frank Probst
Title: CFO

JERITH MANUFACTURING COMPANY, INC.

By: _____
Name:
Title:

The undersigned hereby executes this Agreement to acknowledge its binding obligation under Section 6.02:

SHAPES / ARCH HOLDINGS, LLC

By: Thomas M. Riddle
Name: Thomas M. Riddle "Ted"
Title: CEO

Disclosure Schedules

Section 3.02(c) of the Disclosure Schedule

Premier Lease Agreement, dated August 31, 2010, between Seller and Konica Minolta Premier Finance

Equipment Rental Lease, dated August 15, 2006, between Seller and AJAX Ice, Inc.

Amended and Restated Credit Agreement, dated May 27, 2009, as amended, among Seller, Biscayne Metals Finance, LLC and certain other parties

Section 3.03 of the Disclosure Schedule

None.

Section 3.04 of the Disclosure Schedule

None.

Section 3.05 of the Disclosure Schedule

None.

Section 3.06 of the Disclosure Schedule

No exceptions.

Section 3.07 of the Disclosure Schedule

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Delgard	78/339,246	2,913,225	12/21/04
Johnny Weissmuller	78/339,252	2,962,285	6/14/05 (not active)
Patriot Pools	76/603,080	3,061,680	2/28/06 (not active)
Rockland	76/569,952	3,015,986	11/15/05
American Series	85/249,285	4,207,882	9/11/12
Allure Aluminum	85/254,939	n/a	3/1/11 (application date)

Patents

<u>Patent Title</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Registration Date</u>
Fence Assembly	08/671,538	5,660,378	8/26/97
Pool Support Member	29/066,188	D402,043	12/1/98 (not active)
Fence which Eliminates the Need for Conventional Fasteners	09/535,124	6,375,166	4/23/02
Collect for Telescoping Assembly	08/384,017	5,649,780	7/22/97 (not active)
Connector components and methods of use	12/642,164	8,177,195	May 15, 2012

Section 3.08(a) of the Disclosure Schedule

Premier Lease Agreement, dated August 31, 2010, between Seller and Konica Minolta Premier Finance

Equipment Rental Lease, dated August 15, 2006, between Seller and AJAX Ice, Inc.

Section 3.08(b) of the Disclosure Schedule

None

Exhibit G

See attached.

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into effective as of this 26th day of October, 2012, by and between Delair L.L.C., a New Jersey limited liability company ("Assignor"), and Jerith Manufacturing Company, Inc., a Pennsylvania corporation ("Assignee"). Assignor and Assignee are herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignee and Assignor entered into that certain Asset Purchase Agreement, dated as October 17, 2012 (as amended from time to time, the "Purchase Agreement");

WHEREAS, the Assignment is made and delivered pursuant to the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement, and in consideration of the promises and mutual agreements set forth therein, intending on being legally bound hereby, the parties hereby agree as follows:

1. Assigned Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers, assigns, conveys and delivers to Assignee free of any Encumbrances other than Permitted Encumbrances or claims of others, and Assignee hereby accepts all right, title and interest of Assignor in and to the following Intellectual Property:

- a. The following Patent Number(s): See Schedule "A", attached ;
- b. The following Copyright(s): None. ;
- c. All of Assignor's trade secrets, confidential and proprietary information relating exclusively to Assignor's Business;
- d. The following Trademark Registration Number(s): See Schedule "A", attached;
- e. The name "Delgard Premier Aluminum Fencing" and all trademarks and logos in connection therewith;
- f. The following website URL: See Schedule "B" and all content in connection therewith;

- g. The following telephone and fax numbers: See Schedule "C" ;
- h. Any goodwill associated with the foregoing, but in all cases excluding the Retained Names and Marks.
- i. Social media accounts, if any and the Delgard Fencing Channel (and videos) on youtube.com relating exclusively to Assignor's Business.

In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof, except that Assignor, on behalf of itself and its successor and assigns, hereby covenants and agrees to warrant and forever defend the assignment of the Intellectual Property unto Assignee against all and every person whomsoever. Nothing in this Assignment shall be construed as an attempt or agreement to assign any Excluded Asset or any agreement, contract or other asset which assignment is not permitted by law or is not permitted without the consent of any other party or parties thereto unless such consent shall have been given.

2. Further Assurances. At or after the Closing, Assignee and Assignor shall execute and deliver such further instruments of conveyance and transfer and take such additional action as the other party may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of the Intellectual Property in accordance with the foregoing and otherwise in the carrying out of the intentions and purposes of the Purchase Agreement.

3. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner set forth in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

4. Enforceability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Effective Time. This Assignment shall be effective as of the Closing (as defined in the Purchase Agreement).

6. Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

8. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

9. Assignment. This Assignment may not be assigned by operation of law or otherwise without the express written consent of Assignor and Assignee, which consent may be granted or withheld in the sole discretion of Assignor and Assignee, as the case may be.

10. Binding Effect. This Assignment is binding and shall inure to the benefit of the Parties and their respective successors and assigns.

11. Delivery by Facsimile. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

12. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

DELAIR L.L.C.

By: 

Name: Frank Pabst

Its: CFO

ASSIGNEE:

JERITH MANUFACTURING COMPANY,
INC.

By: _____

Name: Bruce Schwartz

Its: President

8. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

9. Assignment. This Assignment may not be assigned by operation of law or otherwise without the express written consent of Assignor and Assignee, which consent may be granted or withheld in the sole discretion of Assignor and Assignee, as the case may be.

10. Binding Effect. This Assignment is binding and shall inure to the benefit of the Parties and their respective successors and assigns.

11. Delivery by Facsimile. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

12. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

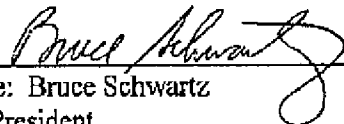
ASSIGNOR:

DELAIR L.L.C.

By: _____
Name: _____
Its: _____

ASSIGNEE:

JERITH MANUFACTURING COMPANY,
INC.

By:  _____
Name: Bruce Schwartz
Its: President

STATE OF :
:ss
COUNTY OF :

On this, the 25 day of October, 2012, before me a notary public, the undersigned officer, personally appeared Frank Probst, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Marie Casperson
NOTARY PUBLIC

MARIE CASPERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/12/2014

STATE OF :
:ss
COUNTY OF :

On this, the ____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

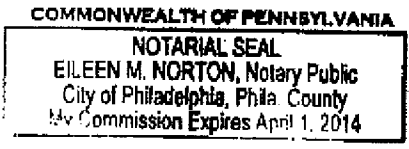
STATE OF _____ :
 :
 :SS
COUNTY OF _____ :

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF *Pennsylvania* :
 :
 :SS
COUNTY OF *Philadelphia* :



On this, the *26th* day of *October*, 20*12*, before me a notary public, the undersigned officer, personally appeared *Bruce H. Schwartz*, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Eileen M. Norton

NOTARY PUBLIC

Schedule "A"

Section 3.07 of the Disclosure Schedule

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Delgard	78/339,246	2,913,225	12/21/04
Johnny Weissmuller	78/339,252	2,962,285	6/14/05 (not active)
Patriot Pools	76/603,080	3,061,680	2/28/06 (not active)
Rockland	76/569,952	3,015,986	11/15/05
American Series	85/249,285	4,207,882	9/11/12
Allure Aluminum	85/254,939	n/a	3/1/11 (application date)

Patents

<u>Patent Title</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Registration Date</u>
Fence Assembly	08/671,538	5,660,378	8/26/97
Pool Support Member	29/066,188	D402,043	12/1/98 (not active)
Fence which Eliminates the Need for Conventional Fasteners	09/535,124	6,375,166	4/23/02
Collect for Telescoping Assembly	08/384,017	5,649,780	7/22/97 (not active)
Connector components and methods of use	12/642,164	8,177,195	May 15, 2012

Schedule B

www.delgard.com

www.rocklandfence.com

Schedule C

800-235-0185

856-663-2900

856-663-1297 (fax)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Delair L.L.C.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) New Jersey

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Jerith Manufacturing Company, Inc.

Street Address: 14400 McNulty Rd.

City: Philadelphia

State: PA

Country: USA Zip: 19154

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Pennsylvania
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
Asset Purchase Agreement;
 Other Assignment of Intellectual Property

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text
78/339,246; 78/339,252; 76/803,080; 76/589,952; 85/249,285

B. Trademark Registration No.(s)
2,913,225; 2,962,295; 3,061,680; 3,015,988; 4,207,882

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Delgard; Johnny Weissmuller; Patriot Pools; Rockland; American Series

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Ernest D. Palmarella, Esq.

Informal Address: _____

Street Address: 1255 Drummers Lane, Suite 105

City: Wayne

State: PA Zip: 19087

Phone Number: 610-687-1100

Docket Number: _____

Email Address: edp@pkpc.net

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$155.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

B. Signature: Thomas M. Palmarella 10/25/12
Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Assignment of Trademarks from Delair L.L.C. to Jerith Manufacturing Company, Inc.

Continuation of Item 4: Attachment of Additional Trademark Numbers

<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Trademark Description</u>
85/254,939	03/01/2011	Not yet received	Allure Aluminum

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Delair L.L.C.

2. Name and address of receiving party(ies)

Name: Jerith Manufacturing Company, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Asset Purchase Agreement; Assignment of Intellectual Property

Street Address: 14400 McNulty Rd.

City: Philadelphia,

State: PA

Country: USA Zip: 19154

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

08/671,538; 29/066,188; 09/535,124

5,660,378; D402,043; 6,375,166

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Ernest D. Palmarella, Esq.

Internal Address: _____

Street Address: 1225 Drummers Lane, Suit 105

City: Wayne

State: PA Zip: 19087

Phone Number: 610-687-1100

Docket Number: _____

Email Address: edp@pkpc.net

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting life)

8. Payment information

Deposit Account Number _____

Authorized User Name _____

9. Signature

[Signature]
Signature

10/25/02
Date

Thomas M. Adell
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Well Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1430, Alexandria, V.A. 22313-1460

Assignment of Patents from Delair L.L.C. to Jerith Manufacturing Company, Inc.

Continuation of Item 4: Attachment of Additional Patent Numbers

<u>Application Number</u>	<u>Patent Number</u>
08/384,017	5,649,780
12/642,164	8,177,195