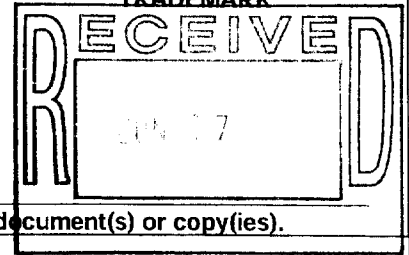


06-21-1999



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6.17.99



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

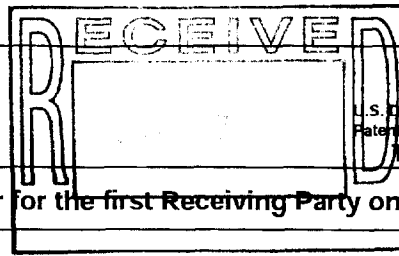
06/21/1999 MTHAI1 00000033 1418366

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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TRADEMARK
REEL: 001916 FRAME: 0089



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1418366"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1420040"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brad C. Roush, Attorney

June 14, 1999

Name of Person Signing

Signature

Date Signed

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Buckeye Rubber Products, Inc., an Ohio corporation ("Grantor"), pursuant to the terms of that certain Asset Purchase Agreement entered into as of May 19, 1997 (the "Agreement") between Grantor, BRP Manufacturing Company, an Ohio corporation ("Grantee") and an affiliate of Grantee, for the consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto Grantee all real and personal property of any kind or nature whatsoever that are used or useful in relation to the operation of industrial rubber products manufacturing and supply business operated by Grantor at 637 N. Jackson Street, Lima, Ohio 45801 (the "Business"), but excluding those assets expressly excluded in the Agreement. Such Assets (as defined in the Agreement) hereby transferred include, without limitation, the following items:

1. Real Property. All freehold and leasehold interests in all lands, including but not limited to the land described on Schedule 1.1 of the Agreement, and premises and all plants, building structures, erections, improvements, appurtenances, easements, and fixtures, including fixed machinery and fixed equipment situated thereon or forming a part thereof.
2. Machinery and Equipment. All machinery, equipment, furniture, furnishings and motor vehicles (except for the 1988 Seville), accessories and supplies of all kinds used in connection with the Business and all other tangible assets used in the operation of the Business.
3. Inventory. The Inventory (as defined in the Agreement).
4. Records. The medical and personnel lists and records for employees of the Business, and all of the operating manuals, procedure manuals, training manuals, customer and vendor lists and records, telephone numbers, and all other books and records used in operating the Business; provided, however, that Grantor shall have access to any of these items for any legitimate business reason during normal business hours, including without limitation, for any information necessary for audit relating to taxes, general financial matters, litigation, inquiries and related activities.
5. Intangible property. All of the rights, titles, benefits and interests of Grantor in and to all goodwill, registered or unregistrerd trademarks (including "Bellows flex" and Fuel-Flex"), trade or brand names, trademarks, service marks and other intangible property pertaining to the Business including without limitation all rights to the name "Buckeye Rubber Products." The trademark registration numbers are attached hereto as Exhibit A.
6. Architectural Plans and Specifications. Plans, specifications and architectural renderings of the facilities comprising the Business, if any.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, forever.

TRADEMARK

REEL: 001916 FRAME: 0091

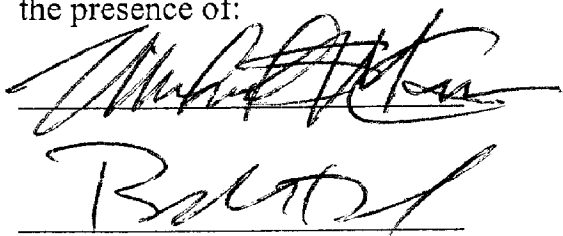
AND Grantor hereby covenants to and with Grantee that Grantor is the true and lawful owner of the Assets; that the Assets are free and clear from any and all claims, liens and encumbrances of any kind or nature whatsoever; that Grantor has good right and title to sell and transfer the Assets; and that Grantor will warrant and defend the Assets against all lawful claims and demands whatsoever.

Grantor hereby restates and incorporates herein all representations, warranties and agreements made by it in the Agreement concerning the Assets as if such representations and warranties were fully set forth herein, with the exception of the damage to the roof which occurred on May 19, 1997.

IN WITNESS WHEREOF, this Bill of Sale has been executed by Grantor through its duly authorized representative as of the 19th day of May, 1997.

Executed and delivered in
the presence of:

BUCKEYE RUBBER PRODUCTS, INC.



By 
Norma L. Rakowsky, Chairwoman

BCR:dsc:c:BRPMANBILL

EXHIBIT A

"Bellowsflex" Trade Mark Registration 1,418,366

Renewal Date November 25, 2006

"Fuel-Flex" Trade Mark Registration 1,420,040

Renewal Date December 9, 2006