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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- 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
11 2 94

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Pro M Belgasysteme GmbH

11 2 94

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Germany

Receiving Party

Mark if additional names of receiving parties attached

Name Hohenstauffen Omikron Vermögensverwaltungs-GmbH

DBA/AKA/TA

Composed of

Address (line 1) Hohenstaufenring 62

Address (line 2) 50674 Cologne

Address (line 3)

City

Germany

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization Germany

02/03/2000 DNGUYEN 00000271 1128671

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 002018 FRAME: 0513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Robert H.G. Lockwood

Address (line 1) Smith, Gambrell & Russell, LLP

Address (line 2) Suite 3100, Promenade II

Address (line 3) 1230 Peachtree Street, N.E.

Address (line 4) Atlanta, GA 30309-3592

Correspondent Name and Address

Area Code and Telephone Number 404-815-3500

Name Robert H.G. Lockwood

Address (line 1) Smith, Gambrell & Russell, LLP

Address (line 2) Suite 3100, Promenade II

Address (line 3) 1230 Peachtree Street, N.E.

Address (line 4) Atlanta, GA 30309-3592

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 14

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)

<u>1,128,671</u>		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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.

Robert H.G. Lockwood
Name of Person Signing

Robert H.G. Lockwood
Signature

12/29/99
Date Signed

Agreement

between

1. Pro M Belagsysteme GmbH, Nordstraße 48, 47929 Grefrath,

- hereinafter referred to as "Seller" -,

2. HOHENSTAUFFEN Omikron Vermögensverwaltungs-GmbH,
Hohenstaufenring 62, 50674 Cologne,

- hereinafter referred to as "Buyer" -,

and

3. Balsam Aktiengesellschaft im Konkurs, Bisamweg 3, 33803 Steinhagen,

- hereinafter referred to as "Balsam AG" -.

Preamble:

The Seller, a wholly-owned subsidiary of Balsam AG, is engaged in the distribution and installation of sport flooring materials, sport flooring systems as well as floor coverings of all kinds for sport, private and commercial purposes. The Seller is interested in selling and transferring and the buyer is interested in buying and acquiring certain assets and liabilities as well as contracts, including employment contracts, as more specifically defined and on the terms and conditions set forth herebelow. Such assets, liabilities and contracts shall enable the buyer to continue a business as previously carried on by the seller.



§ 1

Object of the Sale

1. With effect from November 2nd, 1994, 24.00 ("effective date"), the Seller hereby sells to the Buyer who accepts such sale, the tangible assets and accounts receivable referred to in Annex 1 and the intangible assets (intellectual property rights and trademarks) referred to in Annex 2 owed by the Seller pursuant to the other provisions of this agreement.
2. Balsam AG undertakes to change the firm name of the Seller so as to delete the designation "Pro M" and to pursue to registration of the change of the firm name in the commercial register. Balsam AG and the Seller undertake not to use after the effective date the firm name "Pro M Belagsysteme" or the designation "Pro M", nor any firm name or designation confusingly similar therewith. At closing the Seller will hand over a notarized shareholders resolution resolving the change of the firm name.

The Seller and Balsam AG undertake to support the Buyer to the extent reasonably possible in order to ensure that the Buyer can use the firm name "Pro M Belagsysteme GmbH" and/or the designation "Pro M" as a firm name, trade and/or service mark or other designation for itself, a branch or a subsidiary.

The seller agrees to execute an application for an entry in the commercial register of the Buyer pursuant to § 25 II Commercial Code (HGB), according to which the buyer does not assume all liabilities of the Seller.

3. The Seller furthermore hereby sells and transfers to the Buyer, who accepts such sale and transfer all documentation, correspondence and records related to the Intellectual Property Rights which can be reasonably requested by the buyer in connection therewith. The transfer of possession of such documentation, correspondence and record shall be effected without delay. To the extent that any such documentation, correspondence and records are in the possession of third parties, the Seller hereby assigns to the Buyer, who accepts such assignment its entire rights and claims against such third parties for the delivery of such documentation, correspondence and records.

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4. Among the assets which are not sold and remain with the seller, the following are expressly identified:

a. The accounts receivable against Teerbau GmbH in the amount of 1.817,807

b. shares, other securities or other financial investments in the following companies:

aa. Omnisport Iberica

bb. Rekortan Corporation, USA

cc. Lupus Sportstättenbau GmbH

c. mobile pitches.

§ 2

Sales Price

In consideration of the sale of assets Buyer

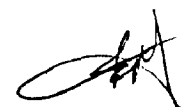
a. pays DM 1.450.000,00 plus VAT, if applicable, at the closing to the seller by banker's draft or in a manner which guarantees receipt of the monies by the Seller.

b. assumes all obligations and liabilities of the Seller on the effective date, except the excluded liabilities. Excluded liabilities are:

aa. All liabilities of the Seller to Balsam AG relating to the period before June 10th, 1994 (including liabilities which arise after June 10th out of obligations incurred before that date).

bb. Any liability of the Seller which at completion, could not reasonably have been expected to be known by Reinhard Bojahr.

cc. Any liability of the Seller arising out of the Seller's relationship with Procedo otherwise than in the ordinary, normal and proper course of trading.



dd. Any liability of the Seller arising as a result of, or in accordance with, any fraudulent or wrongful act of Mr. Friedel Balsam, Mr. Klaus Schlienkamp or any employee or officer of Balsam AG.

ee. Any liability to taxation other than taxation arising in the normal and proper course of trading (including in particular, any liability to income taxation arising out of the reorganisation or formation of the Seller).

For the purpose of the above subparagraph bb. it is hereby acknowledged and agreed that

(i.) The managers could reasonably have been expected to know, at completion, of any warranty claims arising out of the business carried out by the Seller in the normal and proper course before closing.

(ii.) The managers could not reasonably have been expected to know, at completion, of any liability which arises otherwise than in the normal and proper course of trading of the Seller before Mr. Reinard Bojahr was appointed as Geschäftsführer of Pro M.

2. From the purchase price of DM 1 450 000,00 DM, DM 200 000,00 are allotted to the intellectual property rights. Of these DM 200 000,00, DM 75 000,00 are allocated to the trade mark "Poligras", DM 75 000,00 to the trademark "Rekortan", and the remaining DM 50 000,00 to all other intellectual property rights.

The part of the purchase price which has been allotted to the intellectual property rights must be transferred into a client's account of Baker & McKenzie. Baker & McKenzie has been instructed and agreed to act in accordance with these instructions to release the purchase price plus accrued interest to the Buyer upon presentation of a letter signed by the Buyer and the Seller to this effect. Three months after the effective date Seller can request the release to him without presentation of such letter, except Buyer proves that Seller has refused to perform his obligations resulting from § 5 para. 4 a) - d) of this agreement ^{to the Seller} *he Si.*

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If any of the intellectual property rights or other assets allegedly owned by the seller cannot be transferred to the buyer, this will not lead to an adjustment of the purchase price. This risk is solely borne by the buyer.

3. To the extent that the transactions agreed herein are subject to value added tax (VAT), the Buyer shall pay the value added tax in addition to the purchase price. The value added tax shall be due and payable as soon as the Buyer has received from the Seller an invoice which conforms to the provisions of § 14 Turnover tax act (Umsatzsteuergesetz). The parties shall use their best efforts to settle any value added tax obligation in agreement with the tax authorities without payment by way of set-off. In respect of accounts receivable and participations in other companies, the Seller undertakes not to opt in favour of the value added tax.

§ 3

Warranties

1. Neither the Trustee in Bankruptcy of Balsam AG who is approving the sale of the assets, nor the remaining employees of Balsam AG have knowledge of the business of the seller. The Buyer has had the opportunity to closely scrutinize the operations of the Seller and its bookkeeping. The risk of this purchase has been taken into account in fixing the purchase price. The Buyer is buying the assets "as is" and therefore no warranty whatsoever except as expressly provided for in this contract, is given.
2. The Seller represents and warrants as follows:
 - a. The Seller is a company duly incorporated and in good standing which has the corporate power to enter into the transactions agreed herein, and all necessary corporate consents, if any, required for these transactions have been obtained.
 - b. The Seller has - to the best of his knowledge - full, unrestricted and unencumbered title to, and possession of, all sold assets, except for those tangible assets which are leased from persons and companies other than associated companies in the ordinary course of business on normal market.



terms, or which are still subject to usual reservations of title by suppliers pending payment. With the transfer of the sold assets pursuant to this agreement, the Buyer acquires full, unrestricted and unencumbered titled to the sold assets here, except as expressly set forth otherwise in this agreement.

- c. The Seller represents and warrants that to the best of his knowledge it has full, unrestricted and unencumbered titled to, and, to the extent applicable, possession of all Intellectual Property Rights and other assets sold and transferred to Buyer pursuant to § 1 para. 3.

The Seller cannot guarantee the correctness of annex 1, annex 2 and annex 3. Especially annex 2 must be checked together with the patent lawyers.

3. Any damages for misrepresentations or wrong warranties are limited to the sales price pursuant to § 2 (1) a.
4. The period of limitation for all claims of the Buyer pursuant to this agreement shall run until December, 1995.

§ 4

Assignment of Contracts

1. With the effect of the effective date the Seller hereby assigns and the Buyer hereby assumes the current contracts entered into by the Seller, with all rights and claims as well as all obligations and liabilities resulting therefrom. The term "contract" shall include all written and verbal contracts, agreements, orders, arrangements and provisions as well as all pending offers made by or to the Seller.
2. The assigned contracts shall include the following contracts existing at the effective date:
 - a. The employment with the Geschäftsführer of the Seller Mr. Reinhard Bojahr, as well all employment and other contracts with all employees and workers employed by the Seller on the effective date including those listed in Annex 3



- b. All contracts of the Seller with suppliers and customers.
 - c. All contracts of the Seller with distributors and agents.
 - d. All license and co-operation contracts of the Seller.
 - e. All loan facility contracts of the Seller, except those with Balsam AG.
 - f. All lease, leasing and rental contracts of the Seller except for the lease of the seller's premises and all contracts with public utilities.
 - g. All other contracts of the Seller, except as specifically excluded from the assignment in other provisions.
3. Buyer does not take over any contracts between Procedo other than those entered into in the normal and proper course of business. For the avoidance of doubt, liabilities assumed under this § 4 shall not include any of the excluded liabilities described in § 2 b.
 4. The parties shall use their best efforts to obtain the consents of the other contractual parties to the assignments of the contracts assigned hereunder. Notwithstanding the obligation assumed pursuant to the preceding sentence, the seller hereby irrevocably authorizes the Buyer to obtain any such other contractual party's consent in the Seller's name and on the Seller's behalf.

If the other party to an assigned contract refuses its consent to the assignment to the Buyer, the respective contract shall be assigned in the internal relationship between the Seller and the Buyer, with the consequence that the Buyer, to the extent that this is legally permissible and in practice possible, shall perform the contract and except performance of the contract by the other contractual party on behalf of the Seller but for the account of the Buyer. There is no further liability of Seller.
 5. If an employee or worker passing to the Buyer should refuse to be transferred, such employee or worker shall remain with the Seller and his continued employment and termination shall be the Seller's responsibility at the Seller's

discretion, except that the Buyer, to the extent legally permissible, will make use of, and compensates the Seller for the cost of, such person to the extent that such person is directed by the Seller to work for the Buyer on a temporary basis (Arbeitnehmerüberlassung).

§ 5

Transfer of Property

1. The Seller and the Buyer hereby agree that title to, and possession of, the sold assets shall pass to the Buyer. The transfer of possession shall be effected by a joined inspection and delivery of such assets. To the extent that any such assets are in the possession of third parties, the Seller hereby assigns to the Buyer, who accepts such assignment, its entire rights and claims against such third parties for the delivery of such assets.

For the time being, the assets will remain at the premises of the Seller. As the lease agreement regarding these premises will not be transferred to the buyer, the parties agree that then Seller will keep the assets on behalf of the buyer and keep all such assets separated and identified as belonging to the seller. Buyer will collect the assets transferred in this agreement as soon as possible. Seller can request removal upon 1 month notice.

2. To the extent that separate or particular documents or instruments or any other steps are required or useful to effect or document the transfer of the assets sold to the Buyer pursuant to this agreement, the parties agree to execute all such documents and instruments and take all such steps without further compensation promptly upon request by any party.
3. The Seller shall cooperate with the Buyer to the extent reasonably requested by the Buyer in notifying the debtors of rights and claims sold to the Buyer pursuant to this agreement and/or any other third parties who hold a title to, or rights in, or are in possession of, the assets sold to the Buyer pursuant to this agreement.
4. With respect to the intellectual property rights the parties agree as follows:

- a. The Seller will, upon request of the Buyer, take all necessary steps to have the transfer of the Intellectual Property Rights registered with the respective registers, including the proper execution of transfer deeds. All costs for the transfer are borne by the Buyer.
- b. The Seller hereby irrevocably authorizes and empowers the Buyer to the extent legally permissible to act in the name and on behalf of the Seller with regard to all steps required, necessary or useful for the registration of the transfer of the Intellectual Property Rights to the Buyer as long as no costs arise for which the Seller might be liable.
- c. Failure of the lists attached hereto in Annex 2 to list all of the Sellers Intellectual Property Rights shall in no way whatsoever affect the Buyer's rights to own all the Sellers Intellectual Property Rights. The seller will do whatever required in order to sell and transfer any of its Intellectual Property Rights which inadvertently are not mentioned in the Annex 2.
- d. The Seller undertakes to discontinue the use of the Intellectual Property Rights upon the transfer of the Intellectual Property Rights. The Seller will neither take direct nor indirect steps which could in any way affect the existence or the contents or the value of the Intellectual Property Rights. The Seller - in co-operation with the Buyer - will take all legal actions possible against attacks on the Intellectual Property Rights by third parties, if and as long as the Buyer bears the costs. The Seller, however, also hereby authorizes and empowers the Buyer to act in its name and on its behalf for the defense against any attacks on the existence, the contents or the value of the Intellectual Property Rights or to implement legal proceedings on behalf of and in the name of the Seller in order to attack third-party actions which could negatively affect the existence or the contents or the value of the Intellectual Property Rights.

§ 6

Approval

1. Balsam AG in its capacity as shareholder of Seller formally consents to this contract and hereby also resolves that Reinhard Bojahr shall have power to solely represent the seller.

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2. Balsam AG in its capacity as creditor of the seller hereby expressly confirms that it will not enforce any claims it may have against the seller relating to the period before June 10th, 1994, against the buyer, companies affiliated with buyer or its legal successor even if it should be legally possible, for whatever reason.

§ 7

Further Relationship

1. The parties will provide each other free of charge with all such informations and services as we will be required in order to ensure the transition of the sold business from the Seller to the Buyer in an orderly and smooth fashion.
2. The Seller undertakes to retain all documentation which is not transferred to the Buyer as part of the sold assets for the statutory keeping period or five years from the effective date whichever is longer, and throughout that period to grant the Buyer and its representatives and agents, for justified reasons and upon reasonable notice, free access thereto during normal business hours and the right to make copies thereof at their own expense solely for use in matters of the Buyer and Buyer's associate companies.
3. The Buyer undertakes to retain books, business records and other documentation which are transferred to the Buyer as part of the sold assets for the statutory keeping periods or five years from the effective date, whichever is longer, and to grant the Seller as well as their is representatives and agents, for justified reasons and upon reasonable notice, free access thereto during normal business hours and the right to make copies thereof at Seller's expense solely for use in matters of the Seller and of associated companies.

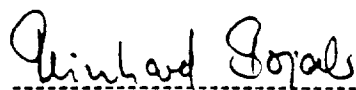
§ 8

Final Clauses

1. This agreement shall be governed by German law.
2. The courts of Bielefeld shall have jurisdiction for all disputes arising out of or in connection with this agreement, including disputes about its validity

3. Each contractual party shall bear its own costs and taxes and the costs of its advisers and auditors.
4. Changes and admentments to this agreement as well as declarations to be made hereunder shall be valid only if made in writing unless a notarial deed is legally required. This shall also apply to any change of this provision.
5. If a provision of this agreement should be or become invalid or not contain a necessary regulation, the validity of the other provisions of this agreement shall not be effected thereby. The invalid provision shall be replaced and the gap be filled by a legally valid arrangement which corresponds as closely as possible to the intentions of the parties or what would have been the intention of the parties according to the aim and purpose of this agreement if they had recognized the gap or invalidity.
6. This agreement may be executed in any number of counterparts and by the several parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

November 2nd, 1994



Reinhard Bojahr for Seller

M. A. Brophy for Buyer



Dr. Hartmut Stange for Balsam AG

Im Namen der J.F. ADOLFF AG
abhängige Schutzrechte und Schutzrechtsanmeldungen

Nr.	Art des Schutzrechts	Land	Titel	Anmelde- tag	Akten- zeichen	Stand
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851. b Überwachungsakte - in dieser Akte werden Veröffentlichungen überrecht, welche "Bodenbeläge" betreffen, u.z. deutsche Veröffentlichungen, EP-Veröffentlichungen mit Benennung Deutschland und die PCT-Veröffentlichungen, bei denen das nationale deutsche Verfahren eingeleitet wurde
- die zuletzt ermittelten Veröffentlichungen wurden an die PRO M DELAGSYSTEME GMBH gesandt

6 759 b Warenzeichen Dänemark POLIGRAS - Wortzeichen 17.09.1976 1922-1977 Warenzeichenklasse 27
Das Warenzeichen wurde bis 27. Mai 1997 verlängert

6 760 b Warenzeichen Norwegen POLIGRAS - Wortzeichen 17.09.1976 94923 Warenzeichenklasse 27
Das Warenzeichen wurde bis 25.09.1995 verlängert

6 761 b Warenzeichen Schweden POLIGRAS - Wortzeichen 17.09.1976 165 543 Warenzeichenklasse 27
Das Warenzeichen wurde bis 24.11.1998 verlängert

6 762 b Warenzeichen USA POLIGRAS - Wort-Bild 21.09.1977 1,128,671 Warenzeichenklasse 27
Das Warenzeichen ist noch bis 01.01.2000 in Kraft

3 671 b Patent BRD Getuftetes Poligras 01.09.1979 P2935387.5 das Patent befindet sich in Kraft und im September 94 ist die 16. Jahresgebühr fällig

8 817 b Warenzeichen Saudi Arabien POLIGRAS - Wort-Bild 28.05.1980 110/60 Warenzeichenklassen 19 und 27 - das Warenzeichen befindet sich in Kraft bis 08.10.1999

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P 10

I **RICHARD DAVIS HERBERT** Notary Public of 20 New Walk Leicester hereby certify that the annexed documents are a true photocopy of the document today produced to me which appeared and purported to be an original Agreement dated November 2nd, 1994 and made between Pro M Belagsysteme GmbH (1) and HOHENSTAUFFEN Omikron Vermögensverwaltungs-GmbH (2) and Balsam Aktiengesellschaft im Konkurs (3) and a true photocopy of a document which appeared and purported to be a certificate dated December 7th 1995 headed File No. 765/1995 under the hand and seal of GERD VOGT NOTAR which was not annexed to the said original Agreement.

IN TESTIMONY whereof I have hereunto subscribed my name and have affixed my seal of office this 20th day of June in the year of our Lord one thousand nine hundred and ninety seven



Notary Public
Leicester
England

NOTARY 25801997

TRADEMARK
REEL: 002018 FRAME: 0527

On the strength of the certified copy of the Commercial Register of the District Court of Kempen dated 17.11.1995 (beglaubigter Handelsregisterauszug des Amtsgerichts Kempen vom 17.11.1995) I hereby certify

a) that the Firm

Pro M Belagsysteme GmbH

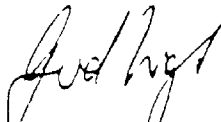
is entered into said register in section HRB No. 1325 as private Company limited (Gesellschaft mit beschränkter Haftung) with the registered seat at Grefrath and

b) that the company meeting adopted at 31.10.1994 that the partnership name changed from "Pro M Belagsysteme GmbH" in "Nordstraße Belagsysteme GmbH" and that

Mr. Reinhard Günther Bojahr
Brockhagener Straße 40
33803 Steinhagen (Germany)

is fully authorized to represent that firm alone. This resolution is entered in said register at 03.01.1995.

Bielefeld, December 7th 1995


Notar



