

01-05-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101572623

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

1832307

- 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

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.)

Citizenship/State of Incorporation/Organization

01/04/2001 DNGUYEN 00000107 1832307

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002205 FRAME: 0816

**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="1832307"/>	<input type="text"/>	<input type="text"/>
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**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

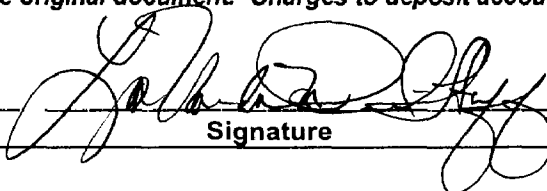
No

**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.

LaVonda N. Reed-Huff

Name of Person Signing



Signature

1-3-01

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional 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**

Enter Additional 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

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 the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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)

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TECHNOLOGY ASSIGNMENT made this 22nd day of September, 2000 (the "Assignment"), by **IMAGE ROTOMOLDING ENTERPRISES, INC.**, a Minnesota corporation ("Assignor"), in favor and for the benefit of **IMAGE ACQUISITION, INC.**, a Delaware corporation ("Assignee").

## RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents, the Inventions and the Transferred Technology (each as hereafter defined);

WHEREAS, Assignor desires to transfer its rights in and to the Patents, the Inventions and the Transferred Technology to Assignee in connection with an Asset Purchase Agreement (the "Asset Purchase Agreement") of even date herewith by and among Assignor, James H. Wills, certain other shareholders of Assignor, Assignee and HB&G Holdings, Inc., by which Assignor is selling certain of its assets to Assignee;

NOW, THEREFORE, in consideration of mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

### **Article I. Transfer of Technology**

Section 1.01 Assignment of Transferred Technology and Goodwill. Assignor hereby transfers and assigns to Assignee, perpetually and irrevocably, all of its right, title, interest and benefit (including the right to make, use, or sell under patent law; to copy, adapt and make derivative works, distribute, display and perform under copyright law; and to use and disclose under trade secret law) in and to the Transferred Technology (as herein defined) and agrees to execute all additional documents and take all actions necessary to effectuate such transfer and assignment to Assignee. In addition, Assignor hereby transfers and assigns to Assignee all of the goodwill related to the Transferred Technology.

Section 1.02 Patent Applications. Assignor hereby assigns to Assignee (and any assignee from Assignee of the Transferred Technology) the right to apply for any letters patent in the United States and in any jurisdictions outside the United States on any inventions contained in said Transferred Technology, and any and all other applications for letters patent on said inventions, in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or upon said applications, and any and all letters patent that may issue thereon, in any and all such jurisdictions, and any and all reissues, extensions, renewals, divisions or continuations of letters patent granted for said inventions upon said application, to the full end of the term or terms for which said letters patent may be issued, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said letters patent, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed

collectively by Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of said Transferred Technology or misappropriation of any inventions contained in said Transferred Technology, with the right to sue and collect the same for its own use or for the use of its successors and assigns.

## **Article II. Definitions**

Section 2.01 Inventions. "Inventions" shall mean all proprietary information, technical information, technology, research and development, know-how, confidential information, data, inventions, processes, techniques, formulas, algorithms, programs, designs, specifications, drawings, prototypes, models or test data, inventions and all other information developed by or for Assignor and relating to the manufacturing and selling of rotomoulded products, including without limitation all devices developed by or for Assignor related to the manufacturing and selling of rotomoulded products.

Section 2.02 Patents. The "Patents" shall mean those letters of patent registered in the U.S., and patent applications filed in the U.S., listed on the attached Schedule 2.02, including any and all reissues, extensions, renewals, divisions or continuations thereof.

Section 2.03 Transferred Technology. "Transferred Technology" shall mean the Patents, the Inventions and all U.S. and foreign patents, trademarks, service marks, trade names, trade dress (including, in the case of trademarks, service marks, trade names and trade dress, all goodwill pertaining thereto), copyrights, whether or not registered, and all U.S. trademark and copyright registrations and applications listed on the attached Schedule 2.03, technology licenses, shop rights, trade secrets and other intellectual property rights relating thereto, including all grants, registrations, applications and licenses relating thereto.

## **Article III. Disclosure of Technical Information, Delivery of Documents**

Section 3.01 Disclosure of Technical Information. Assignor covenants that it shall disclose to Assignee and provide appropriate copies of, as soon as is practicable after the date hereof and at the expense of Assignee, all information which Assignee deems necessary or desirable to enable Assignee to develop and/or utilize the Transferred Technology.

Section 3.02 Documents, etc. Assignor shall promptly deliver to Assignee or provide Assignee with copies of all documents, designs, drawings, specifications, manuals, formulas, algorithms, programs, devices, models and prototypes relating to, and all other tangible manifestations of, the Transferred Technology.

**Article IV. Patent, Copyright, Trademark and Trade Secret Enforcement;  
Further Assistance**

Section 4.01 Enforcement. Assignee and its successors and assigns shall have the right to bring, defend, and maintain any suit or action involving infringement of any patents, copyrights, or trademarks, misappropriation of any trade secrets, or interference with any other right transferred to Assignee pursuant to this Assignment. Assignor covenants to assist Assignee and its successors and assigns in bringing, defending and maintaining any such suit or action.

Section 4.02 Further Assistance.

- (a) Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to Assignee and its successors and assigns, all further documents, as may reasonably be requested by Assignee, its successors or assigns in order to effect the assignment contemplated hereby, including, without limitation, to enable Assignee and its successors and assigns to file applications for the inventions covered by the Transferred Technology in any country where it (or they) may elect to file such applications, and that may be necessary to vest in Assignee and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed.
- (b) Assignor further covenants and agrees that it will, at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee or its successors or assigns any facts relating to the Transferred Technology known to it, and that Assignor or its employees will testify upon the request of Assignee or its successors or assigns as to the same in any proceeding in the United States Patent and Trademark Office or United States Copyright Office or in connection with any litigation involving the Transferred Technology.
- (c) To effectuate the terms of this Assignment, Assignor hereby names and irrevocably constitutes and appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact to exercise the rights assigned hereby.

**Article V. Assignor's Representations, Warranties and Covenants**

Section 5.01 Transferred Technology. Assignor represents and warrants to Assignee that:

- (i) it is the sole owner, free and clear of any lien or encumbrance, of, and after the closing of the transactions contemplated by this Assignment, Assignee will be the sole owner, free and clear of any lien or encumbrance, of, the Transferred

Technology; (ii) it has taken all actions which are necessary or advisable in order to protect the Transferred Technology; (iii) Assignor's rights in the Transferred Technology are valid and enforceable, and, following the closing of the transactions contemplated by this Assignment, Assignee's rights in the Transferred Technology will be valid and enforceable; (iv) Assignor has not received any demand, claim, notice or inquiry from any person, corporation, partnership, limited liability company, other business entity, or governmental or regulatory organization (each, a "Person") in respect of the Transferred Technology which challenges, threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or the rights of Assignor in, any such Transferred Technology, and Assignor does not know of any basis for any such challenge; (v) Assignor is not in violation or infringement of, and has not previously violated or infringed, any patent, copyright, trademark or other intellectual property right of any other Person; (vi) to the knowledge of Assignor, no Person is infringing any of the Transferred Technology; and (vii) Assignor has not granted any license with respect to any of the Transferred Technology to any Person.

**Section 5.02 Additional Representations and Warranties.** Assignor represents and warrants to Assignee that:

- (a) The execution, delivery and performance of this Assignment by Assignor is a legal, valid and binding agreement of Assignor enforceable against Assignor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject to general principles of equity.
- (b) The execution and delivery of this Assignment, the consummation of the transactions contemplated hereby and the performance of Assignor's obligations hereunder will not (i) conflict with or result in any violation of or default under any provision of any other agreement or instrument to which Assignor is a party or by which Assignor or its properties are bound, or any license, permit, franchise or regulation applicable to Assignor or to its businesses or properties, or (ii) require the consent, approval or authorization of, or the filing of any registration or qualification with, any court or governmental authority on the part of Assignor.

## **Article VI. Notice**

**Section 6.01 Assignee Notice.** All notices to Assignee under this Assignment shall be in writing and sent to:

Image Acquisition, Inc.  
1015 Brundidge Boulevard  
Troy, Alabama 36018  
Facsimile: (334) 566-4629  
Attn: S. Kenneth Hendricks

With a copy to:

Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E., Suite 2400  
Atlanta, Georgia 30308  
Facsimile: (404) 815-2424  
Attn: Elizabeth Hardy Noe, Esq.

**Section 6.02 Assignor Notices.** All notices to Assignor under this Assignment shall be in writing and sent to:

Image Rotomolding Enterprises, Inc.  
1100 Industrial Park Road  
Brainerd, Minnesota 56401  
Facsimile: (218) 828-3080  
Attn: James H. Wills, CEO

With a copy to:

Kalina, Wills, Gisvold & Clark, P.L.L.P.  
941 Hillwind Road, N.E., Suite 200  
Minneapolis, Minnesota 55432-5964  
Facsimile: (763) 571-2418  
Attn: Carole Clark Isakson, Esq.

**Section 6.03 Changes.** The addresses given above may be changed by notice as specified above.

**Section 6.04 Notice Deemed Given.** Notices required or permitted hereunder and sent as specified above shall be deemed given (a) immediately upon personal delivery; (b) one (1) business day after notice given by facsimile with confirmation of receipt; and (c) three (3) business days after the date of posting notice, sent by registered or certified mail.

## **Article VII. Miscellaneous**

**Section 7.01 Entire Agreement.** This Assignment and all schedules and exhibits hereto sets forth the entire agreement of the parties with respect to the subject matter hereof, supersedes any other prior or contemporaneous oral or written understandings or agreements among the parties hereto, and may not be modified except by a writing signed by authorized representatives of the parties hereto.

**Section 7.02 Headings.** Article and section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose.



**Section 7.03 Execution in Counterparts.** This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Assignment taken together shall constitute but one and the same instrument.

**Section 7.04 Applicable Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without respect to any applicable conflicts of law principals to the contrary. The parties hereto expressly and irrevocably (i) consent to the exclusive jurisdiction of the state and federal courts sitting in the City of Minneapolis, Minnesota, (ii) agree not to object to venue in such courts or to claim that such forum is inconvenient and (iii) agree that notice or the service of process in any proceeding shall be properly served or delivered if delivered in the manner contemplated by Article VI hereof. Final judgment by such courts shall be conclusive and may be enforced in any manner permitted by law. In addition, each of the parties hereto waives any right to trial by jury with respect to any claim or proceeding relating to or arising out of this Assignment or any of the transactions contemplated hereby.

**Section 7.05 Assignment.** This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns to the extent it is assignable. This Assignment may not be assigned in whole or in part by Assignor. Any attempted assignment by Assignor in violation of this provision shall be null and void and of no effect.

**Section 7.06 Severability.** In the event any one or more of the provisions contained in this Assignment shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and/or enforceability of remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Assignment.

**Section 7.07 No Waiver.** No failure or delay on the part of either party exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof, the exercise of any other right, power, or remedy hereunder or the remedies provided by law.

**Section 7.08 Indemnity.** Assignor indemnifies Assignee and its successor and assigns from any and all claims, suits, damages, attorney's fees, costs, and expenses arising from such indemnifying party's breach of any covenant, representation or warranty made by either and contained in this Assignment, whenever and however asserted and established.

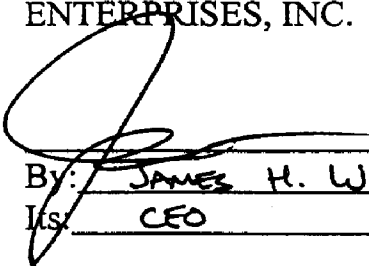
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representative in the manner legally binding on them as of the date first above written.

ASSIGNOR:

ASSIGNEE:

IMAGE ROTOMOLDING  
ENTERPRISES, INC.

IMAGE ACQUISITION, INC.

  
By: JAMES H. WILLS  
Its: CEO

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representative in the manner legally binding on them as of the date first above written.

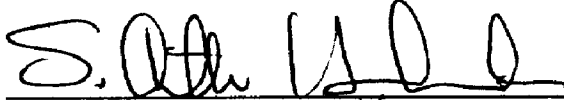
ASSIGNOR:

IMAGE ROTOMOLDING  
ENTERPRISES, INC.

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

ASSIGNEE:

IMAGE ACQUISITION, INC.

  
By: S. Kenneth Hendricks  
Its: President

**Schedule 2.02**  
**Patents**

“SKI CARRIER” registered to James H. Wills on February 15, 1994, USPTO Reg. No. 5,285,942 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“SKI CARRIER” registered to James H. Wills on May 16, 1995, USPTO Reg. No. 5,415,333 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995). “SKI CARRIER AND CASE” registered to Image Rotomolding Enterprises, LLC on September 1, 1998, USPTO Reg. No. 5,799,848

“BOW COVER” registered to James H. Wills on May 8, 1990, USPTO Reg. No. 4,922,849 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“BOW COVER” registered to James H. Wills on October 2, 1990, USPTO Reg. No. 4,960,066 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“REMOVABLE INTAKE SCREEN FOR REFRIGERATION UNIT AIR FLOW PANEL” application filed by James H. Wills on November 30, 1998, Serial No. 09/201,480 (assigned to Image Rotomolding Enterprises, Inc. on November 30, 1998)

**Schedule 2.03**  
**U.S. Trademarks and Copyrights**

**Trademarks**

“SKI CAP” registered to Cap Concepts Inc. on April 19, 1994, Reg. No. 1,832,307  
(assigned to Image Rotomolding Enterprises, LLC on March 28, 1995)

“RAD CAP” registered to Image Rotomolding Enterprises, LLC on May 25, 1999, Reg.  
No. 2,247,989

Assignor possesses no unregistered trademarks.

**Copyrights**

Assignor possesses no registered or unregistered copyrights, nor are any applications  
pending.