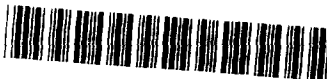


09-03-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Pullman Company

8.29.02

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Agreement of Purchase and Sale
- Merger
- Change of Name

Execution Date: March 28, _____

2. Name and address of receiving party(ies)

Name: Conforma Clad Inc.

Internal Address: _____

Street Address: 501 Park East Boulevard

City: New Albany State: IN Zip: 47150

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,246,156

Additional number(s) attached Yes No

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

Name: Brooke J. Egan

Internal Address: Stites & Harbison

Suite 1800

Street Address: 400 West Market Street

City: Louisville State: KY Zip: 40202

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account _____

8. Deposit account number: _____

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9. Signature.

Brooke J. Egan
Name of Person Signing

Brooke J. Egan
Signature

8/23/02
Date

9

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

AGREEMENT OF PURCHASE AND SALE

Dated as of March 28, 1996

by and between

THE PULLMAN COMPANY

and

CONFORMA CLAD INC.

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TRADEMARK
REEL: 002574 FRAME: 0285

AGREEMENT OF PURCHASE AND SALE

This Agreement, made and entered into this 28th day of March, 1996, by and between The Pullman Company, a Delaware corporation ("Seller"), and Conforma Clad Inc., a Delaware corporation ("Buyer");

W I T N E S S E T H:

WHEREAS, Seller, through its Conforma Clad division, designs, manufactures and markets specialty custom-engineered components that provide extended service life (the "Conforma Clad Business"); and

WHEREAS, upon the terms and subject to the conditions of this Agreement, Seller desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to purchase and acquire from Seller, the Conforma Clad Business;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements, and upon the terms and subject to the conditions, hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I

TERMS OF PURCHASE AND SALE

1.01. Purchase and Sale. (a) Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 1.02), Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Conforma Clad Business, including, without limitation, all of the assets used or held for use by Seller primarily in connection with the conduct of the Conforma Clad Business (except as provided in this Section 1.01), as the same may exist on the Closing Date (as defined in Section 1.02), and whether tangible or intangible (collectively, the "Assets"), including, without limitation, all of Seller's right, title and interest in and to the following, as the same may exist on the Closing Date:

(i) all machinery, equipment, vehicles, furniture, fixtures, fittings, tools, dies, jigs, molds, spare parts and supplies and other tangible property used or held for use primarily in connection with the conduct of the Conforma Clad Business;

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REEL: 002574 FRAME: 0286

governmental regulations other than violations that do not individually or in the aggregate have a Material Adverse Effect. Prior to the date hereof, Seller has made available to Buyer true, complete and correct copies of the leases related to such Leased Premises (the "Leases"), including all amendments thereto and all modifications thereof through the date hereof. Seller has a good and valid leasehold interest in all of such Leased Premises. Seller is not in default with respect to any terms and conditions of the Leases other than any defaults which would not, individually, or in the aggregate, have a Material Adverse Effect. Except as set forth on the Disclosure Schedule, Seller has not received any notice of or writing referring to any requirements or recommendations by any insurance company which has issued a policy covering any part of any Leased Premises or by any board of fire underwriters or other body exercising similar functions, requiring or recommending any repairs or work to be done on any part of any Leased Premises which would constitute the obligation of the tenant under the applicable Lease. All of the public utilities required for the operation of the Leased Premises in the manner currently operated are installed and operating, and all installation and connection charges have been paid in full or provided for. The plumbing, electrical, heating, air conditioning, ventilating and all other structural or material mechanical systems in the buildings upon the Leased Premises are in good working order and working condition, so as to be adequate for the operation of the business of Seller as heretofore conducted. The roof, basement and foundation walls of the buildings of the Leased Premises are free of material leaks and other material defects which would interfere with the operations of each of such Leased Premises, except as set forth in the Disclosure Schedule.

2.04. Intellectual Property. (a) As used in this Agreement, "Intellectual Property" shall mean all of the following that are used primarily in connection with the Conforma Clad Business: all patents, patent applications, patent disclosures, industrial designs and inventions (whether or not patentable and whether or not reduced to practice); all registered and unregistered statutory and common law copyrights; all registered and unregistered trademarks, service marks, licenses, logos, sales materials and trade names, including, without limitation, all rights to the name "Conforma Clad"; all registrations, applications and renewals for any of the foregoing; all trade secrets, confidential information, know-how, customer lists, formulae, manufacturing and production processes and techniques, mask works, research and development information, product designations, quality standards, investigations, drawings, specifications, designs, plans, improvements, proposals, technical and computer data; all license agreements and sublicense agreements to and from third parties relating to any of the foregoing; all other proprietary rights.

(b) The Disclosure Schedule sets forth:

(i) all patents, patent applications, trademarks, trade names, service marks, logos and copyrights which constitute Intellectual Property for which a registration exists or has been applied for, and

(ii) all licenses which constitute Intellectual Property granted to Seller by any third party.

(c) The Intellectual Property transferred pursuant to this Agreement constitutes all of the intellectual property used by Seller primarily in the conduct of the Conforma Clad Business as of the date hereof. To the knowledge of Seller, except as set forth in the Disclosure Schedule, no product manufactured or sold, or manufacturing process used, by the Conforma Clad Business infringes upon any intellectual property right or other such right of any other person or entity in the United States and throughout the world. To the knowledge of Seller, except as set forth in the Disclosure Schedule, no product manufactured or sold by, or manufacturing process used by, any other person or entity infringes upon any Intellectual Property in the United States or throughout the world. Except as set forth in the Disclosure Schedule, no claim of infringement, misuse or misappropriation of any Intellectual Property is pending or, to Seller's knowledge, threatened against Seller in any court or before any governmental authority in the United States or throughout the world. Except as set forth in the Disclosure Schedule, Seller is not aware of any claim or allegation in the United States or elsewhere in the world that would render any of the Intellectual Property unenforceable or invalid.

2.05. Commitments. (a) "Commitments" shall mean all contracts and agreements, whether written or oral (including any and all amendments thereto), relating to the conduct of the Conforma Clad Business to which Seller is a party or by which Seller or any of the Assets is bound, including, without limitation, supply and distribution agreements and arrangements, royalty payments, sales and purchase agreements, orders and commitments, confidentiality and secrecy agreements, and leases and subleases. The Disclosure Schedule lists any Commitment which is a (i) real property lease, (ii) personal property lease involving annual rental payments in excess of \$25,000, (iii) capitalized lease, (iv) royalty, distribution, agency, territorial or license agreement, (v) employment agreement, (vi) confidentiality, secrecy or non-competition agreement, whether binding on or in favor of Seller, and (vii) any other agreement or contract involving payments in any annual period in excess of \$25,000. Except as set forth in the Disclosure Schedule, Seller is not in default under any of the Commitments which individually or in the aggregate would have a Material Adverse Effect and, to Seller's knowledge, no third party is in breach of any such Commitments and no event or condition has occurred which, with notice, lapse of time or both, would constitute such a breach or default or permit any termination or acceleration thereof. Seller is not subject to any Commitment materially restricting or limiting the scope of business or operations it may conduct. True copies of

Section 6.01(a) (a "Tax Matter"), and to employ counsel of its choice at its expense. Buyer agrees that it will cooperate fully with Seller and its counsel in the defense or compromise of any Tax Matter. The foregoing shall not entitle Seller to be involved in any audit of Buyer's income or franchise tax returns.

(d) The Purchase Price, liabilities of the Conforma Clad Business and other relevant items shall be allocated in accordance with the rules of Section 1060 of the Code and Treasury Regulations thereunder. Such allocation shall be set forth on a schedule which shall be prepared by Buyer and provided to Seller within 90 days following the Closing Date. The allocations set forth on such schedule shall be as reasonably determined by Buyer and shall be reasonably satisfactory to Seller. All allocations contained in such schedule shall be used by each party in preparing any filings required pursuant to Section 1060 of the Code or any similar provisions of State or local law and all relevant income and franchise tax returns, subject to adjustment to reflect (x) Seller's selling expenses as a reduction of sales proceeds, and (y) Buyer's acquisition expenses as an addition to the Purchase Price.

6.02. Corporate Name. (a) (1) Buyer acknowledges that, as between Buyer, on the one hand, and Seller, on the other, Seller has the absolute and exclusive proprietary right to all names, marks, trade names, trademarks, service names and service marks (collectively, "Names") incorporating "Pullman" and to all corporate symbols or logos (collectively, "Logos") incorporating "Pullman," all right to which and the goodwill represented thereby and pertaining thereto are being retained by Seller. Buyer agrees that it will not use the Name "Pullman" or any Logo incorporating such Name in connection with the sale of any products or services or otherwise in the conduct of its business, except as expressly permitted by paragraph (b) of this Section 6.02.

(2) Seller acknowledges that, as between Seller, on the one hand, and Buyer, on the other, Buyer has the absolute and exclusive proprietary right to all Names incorporating "Conforma Clad" and to all Logos incorporating "Conforma Clad," all right, title and interest of Seller to which and the goodwill represented thereby and pertaining thereto are hereby being sold to Buyer. Seller agrees that it will not use the Name "Conforma Clad" or any Logo incorporating such name in connection with the sale of any products or services or otherwise in the conduct of its business.

(b) For a period of six months from the Closing Date (the "Window Period"), Buyer shall have the right to (i) use any molds or castings included in the Assets despite the appearance thereon and on the products manufactured therewith of any Logo incorporating the Name "Pullman," (ii) sell all such products, as well as any products which were produced by Seller prior to the Closing Date, and (iii) use any other Assets, including, without limitation, any catalogs, invoices or packaging material, bearing any such Logo, in each case without having to remove or obliterate any such

Logo thereon; provided that any new items ordered or reordered by Buyer shall not bear such Logo, even if the Window Period has not expired. Immediately upon the expiration of the Window Period, Buyer shall cease to use any such Logo.

(c) Buyer shall ensure that any products bearing the Name "Pullman" or any similar name or any Logo incorporating such Name or any similar name sold by Buyer pursuant to paragraph (b) of this Section 6.02 shall meet the quality standards of Seller as such standards exist on the date hereof, and Seller shall have access to the premises of Buyer to satisfy itself as to such quality.

(d) Buyer shall indemnify Seller and its affiliates and hold them harmless against any and all Losses incurred or suffered by any of them arising out of or resulting from the use of the Name "Pullman" or any similar name or any Logos incorporating such Name or any similar Name by Buyer after the Closing, whether or not such use is authorized under paragraph (b) of this Section 6.02 ("Name Losses"). Without in any way limiting the rights and remedies of Seller and its affiliates hereunder, the authority and license granted to Buyer pursuant to paragraph (b) of this Section 6.02 shall automatically terminate, without further action of the parties, should Seller or any of its affiliates incur or suffer any Name Losses and not be promptly indemnified by Buyer with respect thereto after written demand is made for indemnification.

6.03. Cash Management: Intercompany Accounts. (a) As part of the cash management program of Seller, Seller maintains a separate controlled disbursement checking account at Chemical Bank (the "Disbursement Account") on which checks and drafts in respect of the Conforma Clad Business are drawn and which is funded by Seller. No later than one business day prior to the Closing Date, Seller shall supply Buyer with a written estimate (the "Estimated Overdraft") of the checks and drafts in respect of the Conforma Clad Business that will have been written on the Disbursement Account but not presented for payment as of the close of business on the day immediately preceding the Closing Date (the "Outstanding Checks"). At the Closing, Buyer shall pay to Seller, together with and in the same manner as the Purchase Price, an amount equal to the Estimated Overdraft. Within 10 days after the Closing, Seller shall advise Buyer in writing as to the actual amount of Outstanding Checks (the "Actual Overdraft"). If the Actual Overdraft exceeds the Estimated Overdraft, Buyer shall pay Seller, within two days of receipt of such advice, the amount of such excess. If the Estimated Overdraft exceeds the Actual Overdraft, Seller's written advice shall be accompanied by a check in the amount of the excess. The Disbursement Account shall not be assigned to Buyer; from and after the Closing, Buyer shall not write any checks drawn on the Disbursement Account; and Seller shall be responsible to fund the Disbursement Account in amounts sufficient to pay all checks and drafts in respect of the Conforma Clad Business that are written but not presented for payment prior to the close of business on the day

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

THE PULLMAN COMPANY

By: 
Name: ROGER G. POLLAZI
Title: CHAIRMAN

CONFORMA CLAD INC.

By: _____
Name:
Title:

JP Acquisition Fund, L.P. agrees to cause Buyer to fully perform and observe its covenants and other obligations under this Agreement and shall be entitled to enforce directly any benefit of this Agreement accruing to Buyer.

JP ACQUISITION FUND, L.P.

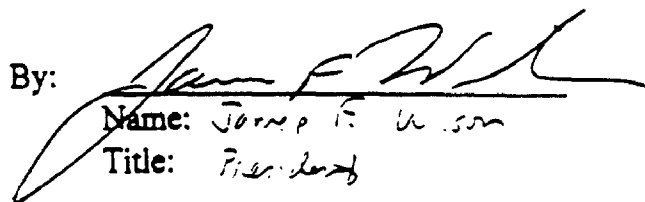
By: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

THE PULLMAN COMPANY

By: _____
Name:
Title:

CONFORMA CLAD INC.

By: 
Name: James F. Wilson
Title: President

JP Acquisition Fund, L.P. agrees to cause Buyer to fully perform and observe its covenants and other obligations under this Agreement and shall be entitled to enforce directly any benefit of this Agreement accruing to Buyer.

JP ACQUISITION FUND, L.P.

By: 