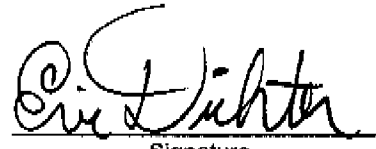


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\rightarrow \rightarrow \rightarrow$		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Benjamin Obdyke Incorporated <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Delaware	2. Name and address of receiving party(ies) Name: <u>Berger Bros Company</u> Internal Address: _____ Street Address: <u>805 Pennsylvania Boulevard</u> City: <u>Feasterville</u> State: <u>PA</u> Zip: <u>19053</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Pennsylvania</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Bill of Sale and General Assignment</u> Execution Date: <u>1/2/98</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>2142267</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Eric A. Dichter</u> Internal Address: <u>Wolf, Block, Schorr and Solis-</u> <u>Cohen LLP</u> <u>22nd Floor</u> Street Address: <u>1650 Arch Street</u> _____ City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>232820</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Eric A. Dichter</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>10/7/03</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 4 </div>		

CH \$40.00 232820 2142267

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

BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT is entered into as of this 2nd of January, 1998 by and among BERGER HOLDINGS, LTD., a Pennsylvania corporation ("Buyer"), BERGER BROS COMPANY, a Pennsylvania corporation, ("Assignee"), BENJAMIN OBDYKE INCORPORATED, a Delaware corporation ("Seller") and shareholders of Seller.

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, dated as of December 3, 1997 (the "Asset Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller certain of the assets used by Seller in connection with the conduct of its commercial and residential roof drainage products business;

WHEREAS, Seller desires to sell, transfer, assign and deliver to Buyer the assets described in Section 1.1 of the Asset Purchase Agreement (including the Schedules thereto) and Buyer desires to purchase, assume and accept from Seller such assets, and, pursuant to Section 5.1(b) of the Asset Purchase Agreement, Seller is required to execute and deliver to Buyer this Bill of Sale and General Assignment;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, assigns and delivers to Buyer free and clear of all liens and encumbrances, all right, title and interest in and to the assets of Seller listed in Section 1.1 of the Asset Purchase Agreement and the Schedules thereto, including, but not limited to the trademarks listed on Schedule 1.1(d) and the goodwill associated therewith, as the same shall exist on the date hereof (the "Assigned Assets"), but not the Excluded Assets, TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Buyer hereby accepts the sale, transfer, assignment and delivery of the Assigned Assets, and hereby assigns all of its rights, title and interest in the Assigned Assets to BERGER BROS. COMPANY, Assignee.

Seller represents, warrants, covenants and agrees that: (a) it has good and marketable title to the Assigned Assets, free and clear of all Liens; and (b) none of the Assigned Assets is held by Seller on consignment. The representations and covenants contained in this paragraph shall survive the Closing.

This Bill of Sale and General Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

This Bill of Sale and General Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, applicable to a contract executed and performed in such state without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Bill of Sale and General Assignment in order for this Bill of Sale and General Assignment to be effective in any respect, then the laws of such other jurisdiction shall govern this Bill of Sale and General Assignment to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Bill of Sale and General Assignment on the day and year first above written.

KENGER HOLDINGS, LTD.

By: Joseph F. Weidmann
Name: JOSEPH F. WEIDMANN
Title: PRESIDENT

BENJAMIN CHEYRE INCORPORATED

By: [Signature]
Name: DAVID A. CHEYRE
Title: PRESIDENT

BERGER BROS COMPANY

By: Theodore A. Schwartz
Name: THEODORE A. SCHWARTZ
Title: CHAIRMAN

**ASSET PURCHASE AGREEMENT BETWEEN BERGER HOLDINGS, LTD AND
BENJAMIN OBDYKE INCORPORATED**

Schedule 1.1 - Assets to be Purchased:

- (a) Equipment - AccuVal Appraisals
- Die Listing
- (c) Records - 1. Net price lists for Business customers and products
2. Vendor history for 1996 & 1997
3a. Manuals for assets purchased, if any
3b. Sales literature (12-sets)
4. Rebate programs for 1995, 1996 & 1997
5. Sales terms by customer
6. Sales by Customer by product code for 1996 & 1997
7. Information on quality & quantity of Obsolete Inventory
- (d) Trademarks TOPSIDE - Trademark Serial No. 74/608064
TRAPLOK - Trademark Serial No. 75/214720
QLOK - Trademark Serial No. 75/214723

Schedule 3.5 - Conflicts: Consents of Third Parties

- (b) CoreStates Bank

Schedule 3.6 - Financial Information

As attached

Schedule 3.7 - Intangible Property

- TOPSIDE - Trademark Serial No. 74/608064
- TRAPLOK - Trademark Serial No. 75/214720
- QLOK - Trademark Serial No. 75/214723

Schedule 3.8 - Employee Benefit Plans

- Keystone Health Plan East 800604
- Keystone Health Plan East 824014
- Independent Blue Cross A21691C
- Personal Choice
- Fiabaine Associates #0113

- Continued -

WolfBlockSM

1650 Arch Street, 22nd Floor, Philadelphia, Pennsylvania 19103-2097
Tel: (215) 977-2000 ■ Fax: (215) 977-2740 ■ www.WolfBlock.com

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Date: October 7, 2003

Number of Pages (including this cover): **5**

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From: Eric A. Dichter

Phone #: (215) 977-2530

Sender's Personal Fax #: (215) 405-2530

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Cherry Hill, NJ ■ Harrisburg, PA ■ Newark, NJ ■ New York, NY ■ Norristown, PA ■ Philadelphia, PA ■ Wilmington, DE

Wolf, Block, Schorr and Solis-Cohen LLP
A Pennsylvania Limited Liability Partnership

RECORDED: 10/07/2003

TRADEMARK
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