

PAGE 2 OF 2

RECORDATION TRADEMARK 103128596

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-28-05

1. Name of conveying party(ies):

Cloverleaf Group, L.P.

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

Citizenship (see guidelines) Pennsylvania, U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) July 19, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cloverleaf Group, Inc.

Internal Address: _____

Street Address: Two Northshore Center

City: Pittsburgh

State: PA

Country: U.S.A. Zip: 15212

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other _____
- Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,347,932
765,516

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Trademark Reg. No. 1,347,932 - Mark: IDL
Trademark Reg. No. 765,516 - Mark: IDL

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

Name: Ronald S. Lombard

Internal Address: _____

Street Address: 4430 Twin Oaks Drive

City: Murrysville

State: PA Zip: 15668

Phone Number: 724-733-1999

Fax Number: 724-327-7292

Email Address: ESQRSI@AOL.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Ronald S. Lombard
Signature

Ret. No. 28,321

11/25/05
Date

BYRNE 00000010 1347932 Ronald S. Lombard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 22

11/30/2005
01 FC:0521
02 FC:0522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of July 19, 2004 between Cloverleaf Group, Inc., a Pennsylvania corporation (the "Buyer") and a wholly-owned subsidiary of Matthews International Corporation, a Pennsylvania corporation ("Matthews"), Matthews, Cloverleaf Group, L.P., a Pennsylvania limited partnership (the "Seller"), I.D.L. Incorporated, a Pennsylvania corporation ("iDL Inc."), Hugh Andrew, L.P., a Pennsylvania limited partnership ("Hugh Andrew, L.P."), Big Red Rooster, Inc., an Ohio corporation ("BRR Inc."), Ralph W. Murray, Hugh A. Murray, Jeffrey H. Murray, Douglas G. Murray, Kristy M. Holch, Cary M. Bohl, David G. Murray, C. Michael Dempe, 2000 Irrevocable Trust for Family of Ralph W. Murray and 2000 Irrevocable Trust for Family of Hugh A. Murray, (the "iDL Shareholders"), and Martin J. Beck, and Sweet Clover Group, Inc. (the "BRR Shareholders"). iDL Inc. and Hugh Andrew, L.P. are sometimes referred to herein together as iDL.

WITNESSETH

WHEREAS, iDL Inc. and BRR Inc. have each contributed certain assets and liabilities to Seller;

WHEREAS, since the contribution of such assets, Seller has operated the business contributed by iDL Inc. and the business contributed by BRR Inc.; and

WHEREAS, Buyer wishes to purchase or acquire from Seller, and Seller wishes to sell, assign and transfer to Buyer, all of the assets and properties held by Seller (other than the Excluded Assets), and Buyer has agreed to assume certain Assumed Liabilities, all for the purchase price and upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I SALE AND PURCHASE OF THE ASSETS

1.1. Assets. Subject to and upon the terms and conditions set forth in this Agreement, Seller will sell, transfer, convey, assign and deliver to Buyer, and Buyer will purchase or acquire from Seller, other than the Excluded Assets, all right, title and interest of Seller in and to properties, assets and rights of every nature, kind and description, tangible and intangible, wherever located, whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired as the same may exist on the Closing Date (collectively, the "Assets"), including without limitation the following:

(a) all machinery, equipment, furniture, furnishings, automobiles, trucks, vehicles, tools, dies, molds and parts and similar property (including, but not limited to, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person);

(b) all inventories of raw materials, work in process, finished products, goods, spare parts, replacement and component parts, and office and other supplies wherever located (collectively, the "Inventories");

(c) all rights in and to products sold or leased (including, but not limited to, products hereafter returned or repossessed and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit);

(d) all rights (including but not limited to any and all Intellectual Property rights) in and to the products sold or leased and in and to any products or other Intellectual Property rights under research or development prior to or on the Closing Date;

(e) all of the rights of Seller under all Contracts (as hereinafter defined), including, without limitation, any right to receive payment for products sold or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise;

(f) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items;

(g) all notes and accounts receivable held by Seller and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any Person held by Seller;

(h) all Intellectual Property and all rights thereunder or in respect thereof including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof (together with all Intellectual Property rights included in the other clauses of this Section 1.1, the "Intellectual Property Assets");

(i) all books, records, manuals and other materials (in any form or medium), advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, Intellectual Property disclosures, media materials and plates, accounting records, sales order files and litigation files;

(j) to the extent their transfer is permitted by law, all Governmental Approvals, including all applications therefor;

(k) all Real Property and all licenses, permits, approvals and qualifications relating to any Real Property issued to Seller by any Governmental Authority;

(l) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by Seller with respect to the ownership, use, function or value of any Asset, whether arising by way of counterclaim or otherwise; and

(m) all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to any Asset.

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1.2. Excluded Assets.

(a) Seller shall retain and not transfer to Buyer, and Buyer will not purchase or acquire from Seller the following assets (collectively, the "Excluded Assets"):

(i) Excess Cash and Cash Equivalents (as defined below) of Seller equal to the Calculated Amount; as used herein "Calculated Amount" shall mean \$4,115,000 less the following:

(1) distributions to iDL Inc. shareholders for 2004 estimated income tax liabilities,

(2) all expenses, incurred in 2004, including professional fees and costs, in connection with the formation of Seller,

(3) all expenses, incurred in 2004, including professional fees and costs,

TRADEMARK

REEL: 003263 FRAME: 0095

(c) all rights in and to products sold or leased (including, but not limited to, products hereafter returned or repossessed and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit);

(d) all rights (including but not limited to any and all Intellectual Property rights) in and to the products sold or leased and in and to any products or other Intellectual Property rights under research or development prior to or on the Closing Date;

(e) all of the rights of Seller under all Contracts (as hereinafter defined), including, without limitation, any right to receive payment for products sold or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise;

(f) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items;

(g) all notes and accounts receivable held by Seller and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any Person held by Seller;

(h) all Intellectual Property and all rights thereunder or in respect thereof including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof (together with all Intellectual Property rights included in the other clauses of this Section 1.1, the "Intellectual Property Assets");

(i) all books, records, manuals and other materials (in any form or medium), advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, Intellectual Property disclosures, media materials and plates, accounting records, sales order files and litigation files;

(j) to the extent their transfer is permitted by law, all Governmental Approvals, including all applications therefor;

(k) all Real Property and all licenses, permits, approvals and qualifications relating to any Real Property issued to Seller by any Governmental Authority;

(l) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by Seller with respect to the ownership, use, function or value of any Asset, whether arising by way of counterclaim or otherwise; and

(m) all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to any Asset.

1.2. Excluded Assets.

(a) Seller shall retain and not transfer to Buyer, and Buyer will not purchase or acquire from Seller the following assets (collectively, the "Excluded Assets"):

(i) Excess Cash and Cash Equivalents (as defined below) of Seller equal to the Calculated Amount; as used herein "Calculated Amount" shall mean \$4,115,000 less the following:

- (1) distributions to iDL Inc. shareholders for 2004 estimated income tax liabilities,
- (2) all expenses, incurred in 2004, including professional fees and costs, in connection with the formation of Seller,
- (3) all expenses, incurred in 2004, including professional fees and costs, associated with the proposed PNC financing with respect to Seller,
- (4) all expenses, incurred in 2004, including professional fees and costs, associated with the transactions contemplated by this Agreement and the Collateral Agreements, and
- (5) the \$1,000,000 intercompany loan made by iDL Inc. to Seller, which \$1,000,000 was subsequently loaned by Seller to BRR Inc. and then distributed by BRR Inc. to certain shareholders and employees.

Notwithstanding subsection 1.2(a)(i) above, Seller shall transfer to Buyer \$2,000,000 in cash and cash equivalents, and the cash and cash equivalents which are the Excluded Assets described in such subsection above shall only be any cash and cash equivalents in excess of such \$2,000,000 amount (such cash and cash equivalents which are in excess of such \$2,000,000 amount are referred to herein as the "Excess Cash and Cash Equivalents"). If Excess Cash and Cash Equivalents of Seller are not sufficient to equal the Calculated Amount, then certain trade accounts receivable to be agreed upon by Seller and Buyer (the "Retained Accounts Receivable") shall also be Excluded Assets, such that the Excess Cash and Cash Equivalents plus such Retained Accounts Receivable on the Closing Date shall equal the Calculated Amount. If the Excess Cash and Cash Equivalents of Seller exceed the Calculated Amount, then such excess shall be retained by Buyer. A schedule of how such calculation shall be made under this Section 1.2(a)(i) is attached hereto as Schedule 1.2(a)(i). Such calculation shall be agreed to by Matthews and Seller within 20 days after the Closing Date.

(ii) the iDL building, land and related improvements in Plum Borough, Pennsylvania located at 535 Old Frankstown Road, Pittsburgh 15239 (the "Plum Facility");

(iii) the iDL building, land and related improvements in Murrysville, Pennsylvania located at 4425 West Penn Highway, Murrysville, 15668 (the "Murrysville Facility");

(iv) two (2) notes receivable, each dated December 31, 2003, in the principal amounts of \$729,240 and \$857,148 made by the 2000 Irrevocable Trust for Family of Ralph W. Murray and the 2000 Irrevocable Trust for Family of Hugh A. Murray, respectively, related to the cash surrender assets of the life insurance policies of the principal officers of iDL Inc., namely Hugh A. Murray and Ralph W. Murray;

(v) a shareholder note receivable from Michael Dempe in the amount of approximately \$986,000;

(vi) an identified lot of finished goods inventory manufactured before December 31, 2003 that is a component of the reimaging program with iDL's customer BP having an approximate book value of \$1,800,000, if such inventory has not been shipped on the Closing Date (the "BP Inventory"), or any accounts receivable related to the BP Inventory if it has been shipped prior to the Closing Date; and

(vii) iDL's equity interest in Goliath LLC, an Illinois limited liability company.

(b) Seller shall retain any intercompany accounts receivable or payable resulting from transactions among iDL Inc., BRR Inc. and Seller, including the intercompany receivable from BRR Inc. related to the transaction described in Section 1.2(a)(i)(5) above.

ARTICLE II THE CLOSING

2.1. Place and Date. The closing of the sale and purchase of the Assets from Seller (the "Closing") shall take place upon execution and delivery of this Agreement and all acts and deliveries provided by Article V (such date and time herein referred to as the "Closing Date").

2.2. Purchase Price. On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to (a) pay or cause to be paid to Seller an aggregate of \$32,390,000, as such amount may be adjusted in accordance with Section 1.2(a)(i) (the "Adjusted Payment"), at the Closing, (b) make the Contingent Consideration Payments to Seller as described in Section 2.3, and (c) assume the certain Assumed Liabilities as provided in Section 2.5 (the amounts referred to subsection (a), (b) and (c) above being referred to herein collectively as the "Purchase Price"). The portion of the Purchase Price described in subsection (a) above shall be payable at the Closing, by the wire transfer in immediately available funds to such bank account or accounts as per written instructions of the applicable party given to Buyer at least five days prior to the Closing as follows:

- (i) subject to Section 1.2(a)(i), to Seller in the amount of \$31,890,000; and
- (ii) to the Escrow Fund in the amount of \$500,000.

The "Escrow Fund" shall be maintained and administered pursuant to the Escrow Agreement executed and delivered as of the date hereof (the "Escrow Agreement").

2.3. Contingent Consideration. For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) (i) "Operating Profit" shall mean the earnings of Buyer calculated in accordance with GAAP, excluding (x) any interest on indebtedness, other than interest on Temporary Working Capital Infusions (as described in subsection (b) below), which interest on Temporary Working Capital Infusions shall be included (i.e. deducted) when calculating Operating Profit, (y) federal and state income-based taxes, and (z) any adjustments made for purchase accounting purposes resulting from the transaction contemplated by this Agreement which have an impact on future reported Operating Profit, including depreciation and amortization of the re-valuation for purchase accounting purposes of tangible and intangible assets,

and United States Copyright Office or other filing offices, domestic or foreign, to the extent commercially necessary or commercially desirable and the same remain in full force and effect.

3.1.20. Insurance. Schedule 3.1.20 contains a complete and correct list and summary description of all insurance policies maintained by Seller for the benefit of or in connection with the Assets. Seller has delivered to Buyer complete and correct copies of all such policies together with all riders and amendments thereto. Such policies are in full force and effect, and all premiums due thereon have been paid. Seller has complied in all material respects with the terms and provisions of such policies. The insurance coverage provided by such policies is adequate and customary. Schedule 3.1.20 sets out all claims made by Seller under any policy of insurance during the past two years and in the opinion of Seller reasonably formed and held, there is no basis on which a claim should or could be made under any such policy with respect to it.

3.1.21. Real Property.

(a) Leases. Schedule 3.1.21(a) contains a complete and correct list of (i) all Leases setting forth the address, landlord and tenant for each Lease and (ii) all Other Leases, setting forth the address, landlord and tenant for each Other Lease. Seller has delivered to Buyer correct and complete copies of the Leases and the Other Leases. Each Lease and Other Lease is legal, valid, binding, enforceable, and in full force and effect, except as may be limited by bankruptcy, insolvency, reorganization and similar Applicable Laws affecting creditors generally and by the availability of equitable remedies. Neither Seller nor any other party is in default, violation or breach in any respect under any Lease or Other Lease, and no event has occurred and is continuing that constitutes or, with notice or the passage of time or both, would constitute a default, violation or breach in any respect under any Lease or Other Lease. Each Lease grants the tenant under the Lease the exclusive right to use and occupy the demised premises thereunder. Seller has good and valid title to the leasehold estate under each Lease free and clear of all Liens other than Permitted Liens. Seller enjoys peaceful and undisturbed possession under its respective Leases for the Real Property.

(b) Fee and Leasehold Interests, etc. Other than the Plum Facility and the Murrysville Facility, the Real Property constitutes all the fee and leasehold interests in real property held for use in connection with, necessary for the conduct of, or otherwise material to, Seller's business.

(c) No Proceedings. There are no eminent domain or other similar proceedings pending or threatened affecting any portion of the Real Property. There is no writ, injunction, decree, order or judgment outstanding, nor any action, claim, suit or proceeding, pending or threatened, relating to the ownership, lease, use, occupancy or operation by any Person of any Real Property.

(d) Current Use. The use and operation of the Real Property by Seller does not violate in any material respect any instrument of record or agreement affecting the Real Property. To the knowledge of Seller, there is no violation of any covenant, condition, restriction, easement or order of any Governmental Authority having jurisdiction over such property or of any other Person entitled to enforce the same affecting the Real Property or the use or occupancy thereof. No damage or destruction has occurred with respect to any of the Real Property since December 31, 2003 that would, individually or in the aggregate, have a Material Adverse Effect.

(e) Compliance with Real Property Laws. The Real Property is in full compliance with all applicable building, zoning, subdivision and other land use and similar Applicable Laws affecting the Real Property (collectively, the "Real Property Laws"), and Seller has received no notice of violation or claimed violation of any Real Property Law. There is no pending or to the knowledge of Seller, anticipated change in any Real Property Law that will have or result in a material adverse effect upon the

supplies, merchandise and other goods and services with an aggregate purchase price for each such supplier of \$50,000 or more during the twelve-month period ended May 31, 2004 and (b) the amount for which each such supplier invoiced Seller during such period. Seller has not received any notice or has any reason to believe that there has been any material adverse change in the price of such raw materials, supplies, merchandise or other goods or services, or that any such supplier will not sell raw materials, supplies, merchandise and other goods to Buyer at any time after the Closing Date on terms and conditions similar to those used in its current sales to Seller, subject to general and customary price increases. To the best knowledge of Seller, no supplier of Seller described in clause (a) of the first sentence of this Section has otherwise threatened to take any action described in the preceding sentence as a result of the consummation of the transactions contemplated by this Agreement, and the Collateral Agreements.

3.1.17. Product Warranties. Except as set forth in Schedule 3.1.17 and for warranties under Applicable Law, (a) there are no warranties express or implied, written or oral, with respect to the products of Seller and (b) there are no pending or threatened claims with respect to any such warranty, and Seller has no liability with respect to any such warranty, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due.

3.1.18. Absence of Certain Business Practices. Neither Seller, any officer, employee or agent of Seller, nor any other person acting on their behalf, has, directly or indirectly, within the past five years given or agreed to give any gift or similar benefit to any customer, supplier, governmental employee or other person who is or may be in a position to help or hinder Seller (i) which subjected or might have subjected Seller to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) which if not given in the past, might have had a Material Adverse Effect, (iii) which if not continued in the future, might have a Material Adverse Effect or subject Seller to suit or penalty in any private or governmental litigation or proceeding; (iv) for any of the purposes described in Section 162(c) of the Code or (y) for the purpose of establishing or maintaining any concealed fund or concealed bank account.

3.1.19. Intellectual Property. Schedule 3.1.19(a) sets forth a complete and correct list of all material Intellectual Property that is owned by Seller (the "Owned Intellectual Property"). The Owned Intellectual Property constitutes all material Intellectual Property used or held for use in connection with, necessary for the conduct of, or otherwise material to Seller's business, except as set forth on Schedule 3.1.19(b). Immediately after the Closing, Buyer will have the right to use all Intellectual Property described on Schedule 3.1.19(a) and will own all Owned Intellectual Property, free from any Liens (other than Permitted Liens). Schedule 3.1.19(c) sets forth a complete and correct list of all material written or oral licenses and arrangements, (i) pursuant to which the use by any Person of Intellectual Property is permitted by Seller and (ii) pursuant to which the use by Seller of Intellectual Property is permitted by any Person (collectively, the "Intellectual Property Licenses"). All Intellectual Property Licenses are in full force and effect in accordance with their terms, and are free and clear of any Liens (other than Permitted Liens). Seller is not in default under any Intellectual Property License, and no such default is currently threatened. To the knowledge of Seller, the conduct of Seller's business does not infringe the rights of any third party in respect of any Intellectual Property, except as set forth on Schedule 3.1.19(d). To the knowledge of Seller, none of the Intellectual Property is being infringed by third parties. Except as set forth on Schedule 3.1.19(e), there is no claim or demand of any Person pertaining to, or any proceeding which is pending or, to the knowledge of Seller, threatened, that challenges the rights of Seller in respect of any Intellectual Property, or claims that any default exists under any Intellectual Property License. None of the Owned Intellectual Property or, to the knowledge of Seller, the Intellectual Property Licenses is subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, tribunal arbitrator, or other Governmental Authority. The Owned Intellectual Property has been duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Cloverleaf Group, L.P.

By: Cloverleaf Group, LLC,
General Partner

By: Ralph W. Murray

Name: RALPH W. MURRAY

Title: MANAGER

By: Martin J. Beck

Name: MARTIN J. BECK

Title: MANAGER

I.D.L. Incorporated

By: Ralph W. Murray

Name: RALPH W. MURRAY

Title: PRESIDENT

Hugh Andrew, L.P.

By: Helen Woodward, LLC,
General Partner

By: Ralph W. Murray

Name: RALPH W. MURRAY

Title: MANAGER

Big Red Reoster Inc

By: Martin J. Beck

Name: MARTIN J. BECK

Title: PRESIDENT

Cloverleaf Group, Inc. (Buyer)

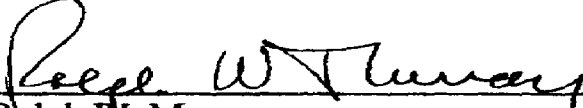
By: David M. Kelly
Name: DAVID M. KELLY
Title: PRESIDENT

Matthews International Corporation

By: David M. Kelly
Name: DAVID M. KELLY
Title: PRESIDENT

[additional signatures follow]

IDL Shareholders:

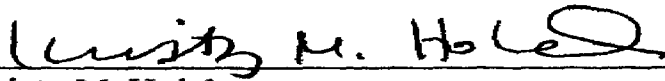


Ralph W. Murray

Hugh A. Murray

Jeffrey H. Murray

Douglas G.. Murray



Kristy M. Holch

Cary M. Bohl

David G. Murray

C. Michael Dempe

2000 Irrevocable Trust for Family of Ralph W. Murray

By: _____
Patricia P. Murray, Trustee


By: _____
D. Grant Peacock, Trustee

2000 Irrevocable Trust for Family of Hugh A. Murray

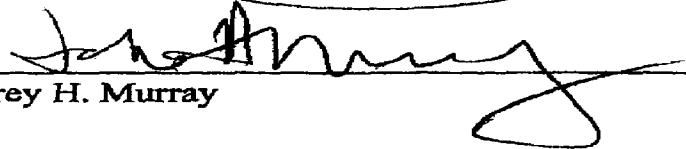
By: _____
Elizabeth G. Murray, Trustee

IDL Shareholders:

Ralph W. Murray



Hugh A. Murray



Jeffrey H. Murray

Douglas G.. Murray

Kristy M. Holch



Cary M. Bohl

David G. Murray



C. Michael Dempe

2000 Irrevocable Trust for Family of Ralph W.
Murray

By: 

Patricia P. Murray, Trustee

By: _____
D. Grant Peacock, Trustee

2000 Irrevocable Trust for Family of Hugh A.
Murray

By: 

Elizabeth G. Murray, Trustee

IDL Shareholders:

Ralph W. Murray

Hugh A. Murray

Jeffrey H. Murray



Douglas G. Murray

Kristy M. Holch

Cary M. Bohl

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Patricia P. Murray, Trustee

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D. Grant Peacock, Trustee

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Murray

By: _____
Elizabeth G. Murray, Trustee

IDL Shareholders:

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Hugh A. Murray

Jeffrey H. Murray

Douglas G. Murray

Kristy M. Holch

Cary M. Bohi

David G. Murray
David G. Murray

C. Michael Dempe

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Patricia P. Murray, Trustee

By: _____
D. Grant Peacock, Trustee

2000 Irrevocable Trust for Family of Hugh A. Murray

By: _____
Elizabeth G. Murray, Trustee

IDL Shareholders:

Ralph W. Murray

Hugh A. Murray

Jeffrey H. Murray

Douglas G. Murray

Kristy M. Holch

Cary M. Bohl

David G. Murray

C. Michael Dempe

2000 Irrevocable Trust for Family of Ralph W. Murray

By: _____
Patricia P. Murray, Trustee

By: 
D. Grant Peacock, Trustee

2000 Irrevocable Trust for Family of Hugh A. Murray

By: _____
Elizabeth G. Murray, Trustee

BRE Shareholders

Martin J. Beck
Martin J. Beck

Sweet Clover Group, Inc.

BY Martin J. Beck

Name: MARTIN J. BECK

Title: PRESIDENT

SCHEDULE 3.1.19(a)

Owned Intellectual Property

iDL Inc.

PATENTS AND APPLICATIONS

Graphic Merchandising Gondola	4,068,855	01/17/78	692,345	06/03/76
Numerical Price Designating Apparatus and Method	4,777,747	10/18/88	564,501	12/22/83
Sign Kiosk Assembly	D455,789	04/16/02	144,908	07/12/01
Sign Assembly	6,578,302	06/17/03	886,503	06/21/01
Sign Assembly	6,601,328	08/05/03	371,691	02/22/03
Folding Sign System			10/788,014	02/26/04
Article Holder			29/204,125	04/23/04

REGISTERED TRADEMARKS

IDL	1,347,932	07/09/85	73/499,298	09/14/84
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TRADENAMES AND DOMAIN NAMES

IDL Merchandising Solutions

www.idlpop.com

BRR Inc.

DOMAIN NAMES

1. www.bigredrooster.com

SCHEDULE 3.1.19(b)

Intellectual Property Exceptions

iDL Inc.

None.

BRR Inc.

None.

SCHEDULE 3.1.19(c)

Intellectual Property Licensing Arrangements

iDL Inc.

None.

BRR Inc.

None.

SCHEDULE 3.1.19(d)

Intellectual Property Infringements

iDL Inc.

None.

BRR Inc.

None.

SCHEDULE 3.1.19(e)

Intellectual Property Claims

iDL Inc.

None.

BRR Inc.

None.