

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arizona Cultured Stone Products, Inc. d/b/a A.C.S. International, Inc.		08/02/2006	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Illinois Tool Works Inc.		
<b>Street Address:</b>	3600 West Lake Avenue		
<b>City:</b>	Glenview		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60026-1215		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2693258	STONEWELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-616-5652		
<b>Email:</b>	lsullivan@leydig.com		
<b>Correspondent Name:</b>	Lynn A. Sullivan		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-6731		
<b>ATTORNEY DOCKET NUMBER:</b>	256223		
<b>NAME OF SUBMITTER:</b>	Lynn A. Sullivan		
<b>Signature:</b>	/Lynn A. Sullivan/		

CH \$40.00 2693258

Date:

01/17/2007

**Total Attachments: 6**

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**PURCHASE AGREEMENT**

This Purchase Agreement (the "**Agreement**") is made and entered into on this August 2, 2006 by and between **Arizona Cultured Stone Products, Inc.**, an Arizona corporation (hereinafter referred to as "**Seller**"), and **Illinois Tool Works Inc.**, a Delaware corporation (hereinafter referred to as "**ITW**" or "**Purchaser**").

**WITNESSETH:**

Seller is a manufacturer and seller of adhesives for the joining of decorative surfaces. Seller desires to sell to Purchaser and Purchaser desires to buy from Seller substantially all the assets of Seller relating solely to the production, manufacture and distribution of the Surfacing Adhesive business based upon the Purchased Assets (as defined below) (hereinafter referred to as the "**Business**"), upon and subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I - PURCHASE AND SALE.**

**1.1 Agreement to Sell.** At the Closing hereunder as defined in Article 2.1 hereof, Seller will, validly and effectively, grant, sell, convey and assign to Purchaser, and Purchaser agrees to assume and accept, upon and subject to the terms and conditions of this Agreement, Seller's right, title and interest in and to all the assets, properties and rights, tangible and intangible, used to conduct the Business as set forth on **Schedule 1.1** (attached hereto and incorporated by reference herein), free and clear, unless otherwise disclosed herein, of all liens, pledges, security interests, charges, claims, restrictions and other encumbrances or defects of title of any nature whatsoever (hereinafter the "**Purchased Assets**"), and specifically including as set forth below:

(a) all inventory of the Business, including without limitation finished goods, work-in-process, raw materials, supplies and spare parts (the "**Inventory**"), which is listed on **Schedule 1.1(a)**.

(b) all property, and equipment as specifically listed on **Schedule 1.1(b)**;

(c) all of Seller's Business records, including customer, client and supplier lists, electronic records, back-up tapes, domain names and registrations, and all other documents, records and files relating to the Purchased Assets of the Business as listed on **Schedule 1.1(c)**;

(d) all of Seller's right, title and interest in and to all past, present and future patents, patent applications, patent rights, trade secrets, inventions, know-how, processes, formulas, product requirements, specifications, research data, trademarks, serviced marks, trademark and service mark applications, trademark and service mark rights, trade names and all derivations thereof, fictitious business names, service marks, logos, copyrights, uncopyrighted works, trade secrets, designs, discoveries, technology, processing formulae, production techniques, software, customer and distributor files and lists which are used or held for use in the Business, and all licenses and rights to use the same, and all applications therefore, and all other proprietary rights and information, including royalty payments and confidential information used in connection with the Business (collectively, the "**Intellectual Property**"), including, but not limited to, the patents, and trademarks and trade names set forth on **Schedule 1.1(d)**, and all claims and benefits of any kind against third parties by Seller in connection with the Intellectual Property; provided that Seller retains the right to purchase and use resin currently used in connection with all Seller's other businesses other than the Business being sold here. Purchaser acknowledges and agrees that all such intellectual property rights are subject to any limitations thereon set forth in the Release Agreement and the Settlement Agreement (defined below in 1.1 (g)).

(e) all written product and technical information possessed by Seller of every nature relating to the Business, including any and all sales and promotional literature, including the current product catalog listed as **Schedule 1.1(e)**, product warranties, marketing data, technical literature and data, engineering drawings, manufacturing drawings, prototypes, plans, manufacturing process sheets, computer test data, production data, purchasing data, parts lists, instruction manuals, and other data and material, whether in written form or in other reproducible form, and any website or any information related to e-commerce and which is as of the date hereof used or contemplated to be used at a future date in the production or sale of products, all assets included in this clause (e) being hereinafter collectively referred to as the ("**Product Information**"), except for any Product Information that may be owned by a customer; and

3.7.5 Any other occurrence, event or condition which is (i) not in the ordinary course of the Business and (ii) specifically relating to the operations of the Business (as opposed to those relating to businesses generally or to other business enterprises engaged in by the Seller) which may materially adversely affect the business, properties, results of operation or condition of the Business (financial or otherwise).

3.8 **Insurance.** The Seller maintains insurance relating to the Business, in such amounts and covering such risks as the Seller reasonably believes customary for similar businesses in the industries in which it operates. **Schedule 3.8** lists all insurance policies (specifying the insurer, the amount and duration of the coverage, the type of insurance including, but not limited to, whether each such policy is based on claims made or occurrence, premium allocation, the policy number and any pending claims thereunder) maintained by the Seller relating to the Business. The Seller is not in material default with respect to any provision contained in any such insurance policy, nor has it failed to pay any premiums thereunder or to give any notice or present any claim thereunder in due and timely fashion. To the best of Seller's knowledge, There are no pending claims and there has been no occurrence involving the Business of which Seller is aware, which the Seller reasonably believes potentially gives rise to any claim for which notice to the insurer has not been given.

3.9 **Intellectual Property.** **Schedule 3.9** sets forth a list of (i) all United States and foreign registered patents, trademarks, copyrights and applications therefore and all common law trade names and trademarks owned or licensed by or to the Seller, relating solely to the Business (collectively, "**Intellectual Property**"). The Seller owns or possesses adequate and enforceable licenses or other rights to use all trademarks, trade names, patents, copyrights, inventions, formulas, software programs, service marks, trade secrets, know-how and processes necessary to conduct its Business as currently conducted. All developments, inventions, formulations and similar items known to the Seller relating to the Business, will be, at or prior to the Closing, fully disclosed to the Purchaser. Unless otherwise disclosed, no proceedings are pending, which have been served upon Seller, or to the Seller's knowledge, threatened, except as disclosed to Purchaser by Seller relating to the Business which (i) charge the Seller with infringement of patents or trademarks or the improper use of trade secrets; (ii) makes the Seller a party to any interferences or oppositions involving patents and trademarks; or (iii) challenges the validity of

the ownership by the Seller to the Intellectual Property. No Intellectual Property which is not owned by the Seller is being used, except pursuant to license. The Seller has in all material respects performed all the obligations required to be performed by it to date, and is not in default in any material respect, under any license agreement. There are no licenses or agreements transferring rights under patents or trademarks with respect to the Business to or from the Seller. The Seller has complied and is in compliance with all registered user laws or regulations applicable to the Intellectual Property. Neither the Seller nor, to the best of Seller's knowledge, any employee, to the best of Seller's knowledge, has disclosed or made available to any third party any trade secrets of the Seller under circumstances constituting a breach of confidentiality. Seller's Business does not infringe any pending or issued United States or foreign patent, trademark, or copyright of any third party in any jurisdiction in which the Seller conducts its Business. Except as disclosed in Schedules 3.9 and 1.4, there is no obligation to pay royalties to any person or entity in connection with any Intellectual Property owned by the Seller. As of the Closing hereof, all of the Seller's Intellectual Property related solely to the Business shall be transferred to and become the property of the Purchaser.

**3.10 Contracts. Schedules 3.10 and 1.4** sets forth a specific list of each of the written contracts, agreements and commitments relating to the Business to which the Seller is a party or by which it is in any way bound, including all amendments and supplements thereto and modifications thereof, including each non-competition or secrecy agreement routinely obtained by the Seller from its employees and secrecy agreements executed for the benefit of customers and suppliers in the ordinary course of business of the Seller's Business. Each of the contracts, agreements, commitments and undertakings listed on **Schedules 3.10 and 1.4** of Seller relating to the Business constitutes a legal, valid and binding obligation of the Seller and the other parties thereto (subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting enforcement of creditors' rights and to general principles of equity) and is in full force and effect, according to its terms, subject only to the changes caused by partial or complete performance prior to the Closing Date. There exists no material default by the Seller or, to the Seller's knowledge, by any party thereto, nor has any event occurred which with the passage of time or giving of notice would constitute a material default by the Seller thereunder. Copies of all such documents (other than those contemplated by (a) or (b) above) have been

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written.

Illinois Tool Works Inc.

By: Henry R. Horan

Title: Attorney in Fact

Arizona Cultured Stone Products, Inc.

By: James Novak  
James Novak

Title: \_\_\_\_\_

Arizona Cultured Stone Products, Inc.

By: Greg S. Novak acting in fact  
Greg S. Novak

Title: \_\_\_\_\_

Schedule 3.9

Stoneweld