

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flex Trim Holding Co.		11/04/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carter Millwork, Inc.		
Street Address:	4264 Old Linwood Rd.		
City:	Linwood		
State/Country:	NORTH CAROLINA		
Postal Code:	27299		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3049952	FLEX TRIM	
Registration Number:	3135028	FLEX TRIM	
CORRESPONDENCE DATA			
Fax Number:	(619)696-7124		
Phone:	6196966700		
Email:	ipdocket@gordonrees.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan B. Meyer, Gordon & Rees, LLP		
Address Line 1:	101 W. Broadway, Suite 1600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	FLXT-1031265		
NAME OF SUBMITTER:	Susan B. Meyer		
Signature:	/Susan B. Meyer/		

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 REEL: 004677 FRAME: 0516

Date:

12/13/2011

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated this the 4th day of November, 2008 ("Effective Date"), is entered into by and among FLEX TRIM HOLDING CO., a Delaware corporation (herein the "Seller"), HB&G BUILDING PRODUCTS, INC., a Delaware corporation (herein the "Shareholder"), and CARTER MILLWORK, INC., a North Carolina corporation (herein the "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of manufacturing and selling flexible molding products (the "Business");

WHEREAS, Shareholder owns 100% of the issued and outstanding shares of Seller, and in order to induce Buyer to enter into this Agreement, Shareholder has agreed to become a party hereto; and

WHEREAS, Seller wishes to sell and transfer substantially all of the assets of the Business (the "Assets") to Buyer, and Buyer wishes to purchase such Assets from Seller, pursuant to and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained and intending to be legally bound, Buyer, Shareholder and Seller hereby agree as follows:

1. Purchase of Seller's Assets. Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, transfers and conveys to Buyer, and Buyer hereby purchases and acquires from Seller, the following Assets of the Seller used in and directly related to the flexible molding Business heretofore carried on by Seller (it being understood that the Assets acquired hereunder shall not include the tangible and/or intangible assets of Seller related to Seller's business activities not including the manufacture and/or sale of flexible molding products):

(a) Equipment. All properties, equipment, tools, spare parts, custom software applications and machinery (collectively, the "Equipment"), a detailed schedule of which is attached as Schedule 1(a), together with any manufacturer's warranties associated therewith to the extent transferable;

(b) Intangibles. All of the goodwill, records, trade secrets, proprietary data, know-how, technologies, copyrights, patents, franchises and all other intangible rights of Seller associated with the Business; and the right and power to assert, defend and recover title to all of the foregoing in the same manner and to the same extent as Seller could if this transaction had not occurred.

(c) Inventory. All of the Zzzz FLEX raw materials, work in process, finished goods and supplies of Seller used in connection with the conduct of the Business, on hand at Closing (the "Inventory").

(d) Customer Lists. All customer lists and all customer related information of Seller used in the Business, specifically including each customer's name, address, telephone number and contact information (collectively, the "Customer List"), a detailed schedule of which is attached as Schedule 1(d).

(e) Trade Name. The trade name "Flex Trim" and all goodwill associated therewith, and all trademark, trade name, or service mark registrations thereof (the "Trade Name").

2. Accounts Payable; Liabilities. Buyer is not assuming, and will not be liable for or pay, and Seller shall remain solely responsible for and shall pay or discharge, in a timely manner, and shall indemnify and hold Buyer harmless from and against any and all claims for any payables, liabilities or other obligations of Seller for the Business, attributable or related to periods prior to Closing, including but not limited to, customer and vendor rebates, any liabilities to any governmental authority for taxes, interest or penalties of any kind or to any suppliers for inventory or equipment purchased by Seller for the Business.

3. Employment of Business Employees. It is understood that Buyer is not planning on employing any of the employees employed by Seller in the operation of the Business. The Seller shall be solely responsible for all pension and/or profit sharing payments, if any, severance, accrued vacation, sick pay, bonuses, or any other similar payments of its employees incurred prior to Closing. Buyer does not assume and shall have no obligation, liability, or cost with respect to any claims of the Seller's employees that in any way arise out of, or occur by reason of, the sale of Assets pursuant to this Agreement or by reason of their employment or the termination of their employment with the Seller

4. Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be the sum of (a) ~~XXXXXXXXXX~~ and 00/100 Dollars (~~XXXXXXXXXX~~), plus (b) the amount of Seller's actual cost for all Zzzz FLEX raw materials included in Inventory at Closing (the sum of (a) and (b) being the "Cash Payment"); plus (c) Buyer shall pay to Seller, for a period of two (2) years following the Closing ("Payment Period"), five percent (5%) of the Net Sales Revenue (as herein defined) from those customers of the Business that are identified on Schedule 4 attached hereto ("Deferred Payment"). For purposes of this Section 4, the term "Net Sales Revenue" shall mean, with respect to any customer, Buyer's gross sales revenue, determined in accordance with Generally Accepted Accounting Principles, consistently applied with the methodology used by Seller ("GAAP"), attributable to such customers during the Payment Period, net of returns, allowances, discounts and charge back payments. The Purchase Price shall be payable as follows:

(a) To GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services, Inc.) (the "Bank"), such amount, if any, as shall be necessary in accordance with written instructions from the Bank to permit the Bank to release the security interest it has in the Assets evidenced by UCC Financing Statement #73215554, or any other security interest the Bank may have in the Assets;

(b) The remainder of the Cash Payment, shall be payable to Seller in cash at Closing;
and

(c) The Deferred Payment shall be payable to Seller by Buyer, on or before fifteen (15) days after the end of each month for which Deferred Payment is due. During the Payment

Period, Seller may, at its sole cost and expense, engage an independent, certified public accounting firm to conduct audits (not more than once per calendar quarter) of the Buyer's accounting records relating to the Deferred Payments. In addition to any other remedies Buyer may have hereunder or otherwise, Buyer shall be entitled to set off any obligations finally determined to be owed by Seller pursuant to Section 15 of this Agreement against any Deferred Payment.

5. Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as set forth on Schedule 5 attached hereto.

6. Proration of Taxes. Personal ad valorem property taxes shall be apportioned at Closing, with Seller being responsible for such taxes through the day prior to the date of Closing and Buyer being responsible for such taxes from the date of Closing and thereafter based on current tax bills if available; and if not available, based on the most recent tax bills available with appropriate subsequent adjustment when bills for the current year are received.

7. Sales Proceeds. The proceeds from any goods shipped by the Business prior to Closing for which invoices have been sent, and all accounts receivable ("AR") related thereto, shall be deemed the property of Seller. The proceeds and AR associated from the operation of the Business on or after the date of Closing shall be deemed the property of Buyer. Seller shall furnish Buyer report(s) showing all goods shipped by the Business and the outstanding AR through the date of Closing.

8. Post-Closing Receipts.

(a) From and after the Closing, Seller shall hold in trust for, and promptly remit to Buyer, any amounts collected or received by Seller that relate to the operation of the Business by Buyer following the Closing.

(b) From and after the Closing, Buyer shall hold in trust for, and promptly remit to Seller, any amounts collected or received by Buyer that relate to the operation of the Business by Seller prior to the Closing.

9. Closing. Except as may otherwise be agreed to by the parties, the closing of this transaction (the "Closing") shall occur on November 14, 2008.

10. Delivery of Documents. At Closing, Seller shall deliver to Buyer such bills of sale, endorsements, consents, assignments and other instruments of transfer as may be reasonably requested by Buyer in order to vest in Buyer good title to the Assets, free and clear of any and all liens, claims or encumbrances of any type or nature. Seller shall specifically deliver to Buyer a Bill of Sale and Assignment in the form attached as Exhibit A.

11. Delivery of Assets. At Closing, Seller shall deliver to Buyer possession of all of the Assets, the delivery of which shall be made at Seller's principal place of business or at such other location or locations as the parties may agree upon.

12. Transition Services. For the first two (2) weeks following Closing, and without any additional compensation, Seller and Shareholder hereby agree to provide reasonable transition services and information as requested by Buyer to assist in the introduction of Buyer to

certain customers and/or vendors of Seller and the transition to Buyer of all material customer accounts of the Business.

13. Buyer's Representations and Warranties. Buyer represents and warrants to Seller and Shareholder, which representations and warranties shall be true and accurate in all respects as of the date hereof and as of Closing, as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, with full corporate power and authority to conduct its business as now conducted. Buyer has the power to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby by Buyer have been duly authorized by all requisite corporate action on the part of Buyer.

(b) No broker or other representative has acted on behalf of Buyer in connection with the transactions contemplated hereby in such manner as to give rise to any valid claim by any person against Buyer or Seller for a finder's fee, brokerage commission or similar payment.

14. Seller's and Shareholder's Representations and Warranties. Except as set forth on a disclosure schedule delivered by Seller to Buyer, Seller and Shareholder hereby jointly and severally represent and warrant to Buyer, which representations and warranties shall be true and accurate in all material respects as of the date hereof, and as of Closing, as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereby. All necessary and appropriate action has been taken by Seller with respect to the execution and delivery of this Agreement and the other documents and agreements referred to herein or related hereto to be executed by Seller, and this Agreement and the other documents and agreements referred to herein or related hereto to be executed by Seller constitute valid and binding obligations of Seller enforceable in accordance with their respective terms.

(b) There are no unpaid taxes, assessments (special, general or otherwise) or charges of any nature affecting the Assets, except for 2008 ad valorem taxes to be prorated as of the Closing.

(c) Except as set forth on Schedule 14(c) attached hereto, there are no customers or vendors to whom, or from whom, rebates may become due, that are attributable or related to periods prior to Closing.

(d) The making and performance of this Agreement by Seller and Shareholder do not, and will not, infringe upon or violate the terms, conditions or provisions of any agreement to which Seller or Shareholder is a party or by which Seller or Shareholder is bound.

(e) No authorizations, approvals or consents of, or filings with, any governmental agency or regulatory authority or any person are required, and no federal, state or local permits, licenses and similar authorizations are necessary, in order to properly effect this transaction or to sell or assign the Asset to Buyer.

(f) Seller has good and marketable title to all of the Assets to be sold and conveyed by it to Buyer, and upon the sale and conveyance thereof to Buyer, Buyer shall acquire good and marketable title to the Assets free and clear of any and all claims, liens or interests of any third parties whatsoever, except such liens that Buyer has specifically agreed to assume or take subject to herein.

(g) There are no pending or threatened actions, suits or proceedings against Seller or Shareholder involving the Assets or the operations of the Business nor is there any basis for any such action or proceeding. There is no outstanding order, judgment or decree of any court having jurisdiction in any way prohibiting the closing of this transaction, the operation of the Business or affecting Seller in any way.

(h) There exists no condition, restriction or reservation affecting the title to or utility of the Assets which would prevent Buyer from utilizing the Assets, or any part thereof, to the same full extent that Seller might continue to do so if this transaction did not occur.

(i) There are no claims existing or threatened under or pursuant to any warranty, whether expressed or implied, on products or services sold prior to the date of this Agreement by Seller. Except for Seller's standard customer warranty, a copy of which has been provided to Buyer prior to Closing, Seller or Shareholder has not given or made any express warranties in the operation of the Business.

(j) To Seller's knowledge, the Trade Name does not, as of the date hereof, or as of Closing, infringe, violate or misappropriate any copyright, trademark, trade name, or other property right of any third party.

(k) Neither Seller nor Shareholder, or either of them, has any liabilities or obligations with respect to the Business, either direct or indirect, matured or unmatured, or absolute, contingent or otherwise, except liabilities arising in the ordinary course of business under any agreement, commitment or plan.

(l) No representation or warranty by Seller or Shareholder in this Agreement or any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with this transaction, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(m) All of the Assets are being sold "AS IS, WHERE IS," and Seller and Shareholder expressly disclaim all warranties relating to the condition of the Assets other than as expressly set forth herein.

15. Indemnity. Seller and Shareholder agree to jointly and severally indemnify and hold Buyer, and its successors and assigns, and its respective officers, directors, employees, shareholders, agents and affiliates, harmless from and against any and all losses, costs, expenses, damages or liabilities (including, without limitation, court costs and attorneys' fees) incurred or suffered by Buyer arising out of, resulting from or attributable to (i) any breach of any agreement or covenant or any representation or warranty by Seller contained in or given pursuant to this Agreement, regardless of the nature or the manner in which any such claims or liabilities arise; (ii) any and all liabilities and obligations of Seller of any nature whatsoever, including but not limited to the failure of Seller to conform or comply with any applicable bulk sales law or any similar law or regulation designed to protect the creditors of Seller in connection with the sale of the

Assets; and (iii) any matter that relates to Seller or the Business to the extent arising out of any action or inaction prior to the Closing of Seller or any employee, agent or representative of Seller; provided that no indemnification shall be available hereunder unless Buyer provides Seller and Shareholder with written notice of the details of a claim on or before December 31, 2009. The foregoing indemnification provisions in this Section 15 shall be Buyer's sole and exclusive remedy for all claims for breach of any representation, warranty, covenant or agreement contained in this Agreement, other than claims for fraud or a suit for specific performance.

16. Additional Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is further subject to the satisfaction of the following conditions:

(a) Seller and Shareholder shall have performed in all material respects all of Seller's obligations under this Agreement required to be performed by Seller and Shareholder at or prior to the Closing.

(b) The representations and warranties of Seller contained in this Agreement and in any certificate or other writing delivered by Seller and Shareholder pursuant to this Agreement shall be true on and as of the Closing, as if made on and as of the Closing, with only such exceptions as would not in the aggregate reasonably be expected to have a material adverse effect on the business, assets, condition (financial or otherwise) or results of operations of the Business.

(c) Seller shall have delivered a certificate from an officer of Seller and Shareholder certifying as to the matters described in (a) and (b) above,

17. Further Assurances. On or after the Closing, Seller and Buyer shall prepare, execute and deliver, at the other party's direction and at the appropriate party's expense, such further instruments of transfer or assumption, and shall take such further action in order to evidence in Buyer title to the Assets.

18. Access to Records. After the Closing, each party shall, for a period of three (3) years, retain, preserve and make available to the other party during normal business hours for any proper purpose any of the books and other papers and records of the Business held by such party pursuant to the terms of this Agreement and shall permit the other party to make copies and extracts therefrom.

19. Noncompetition; Nonsolicitation.

(a) Seller and the Shareholder agree that the Purchase Price was fixed on the basis that the transfer of the Assets to Buyer would provide Buyer with the full benefit and goodwill of the Business as it existed on the date of Closing. Seller and Shareholder acknowledge that it is proper for Buyer to have assurance that the value of the Assets will not be diminished by acts of Seller or Shareholder after the Closing. Accordingly, Seller and Shareholder each covenants and agrees that, during the time period commencing on the date of Closing and ending on the date occurring five (5) years thereafter (herein the "Restricted Period"), they will not anywhere within the Restricted Territory (as herein defined) (i) directly or indirectly engage, either as a shareholder, partner, director, officer, employee, agent, consultant, independent contractor,

representative, or in any other manner, in any flexible molding business competitive with the Business, or with any element or component thereof (herein a "Competitive Business"), or (ii) directly or indirectly lend or provide consulting services, funds or financial resources to, or act as guarantor for, any person that is engaged in a Competitive Business. The foregoing provisions shall not apply to investments in shares of stock of a corporation traded on a national securities exchange or on the national over-the-counter market which constitutes less than two percent (2%) of the outstanding shares of the stock of such corporation. "Restricted Territory" means (i) North America; (ii) United States of America; (iii) or any of the territories where the Seller engaged in the Business during the twelve months prior to Closing.

(b) Seller and Shareholder, each hereby further covenants and agrees that during the Restricted Period, Seller and Shareholder shall not, directly or indirectly, on behalf of itself or on behalf of any other person, firm, partnership, corporation, association, or other entity, do any of the following:

(i) call upon any now existing customers of the Business for the purpose of soliciting or providing any flexible molding product or service similar to that currently provided by Seller; or

(ii) call upon any individual or entity that Seller knows is then being solicited by Buyer as a prospective flexible molding customer of Buyer for the purpose of soliciting or providing any flexible molding product or service similar to that currently provided by Seller.

(c) If any provisions of this Agreement, and specifically the provisions of this Section 19, are deemed invalid by a court of competent jurisdiction, the covenants contained herein shall be applicable and enforceable for such lesser period of time, within such more limited geographical area and for such lesser activity as such court may then or thereafter determine to be reasonable and proper under the circumstances.

20. Confidentiality; Nondisparagement. Before and after the Closing, Seller and Shareholder shall, and shall cause their respective representatives and affiliates to, hold in strict confidence and not use or disclose to any other party without the prior written consent of Buyer, all confidential information of Seller relating to the Assets and the Business, or the transactions contemplated hereby; provided, however, that such information may be used or disclosed (i) when required by law or legal process, (ii) if it is publicly available other than as a result of a breach of this Agreement, (iii) Seller or any of its affiliates may disclose the transactions contemplated by this Agreement to any of their current or prospective partners, investors or lenders, or (iv) if it is otherwise expressly provided for herein. Seller and Shareholder further agree not to make any disparaging remarks about Buyer to any customer of the Business following Closing.

21. Survival of Representations and Warranties. All covenants and agreements contained in this Agreement shall survive the Closing and shall expire on December 31, 2009, except as otherwise specifically provided therein.

22. Expenses. Buyer and Seller shall pay their own expenses incurred in connection with this Agreement. Seller shall pay all federal, state and local sales, documentary and other transfer taxes, if any, due as a result of the consummation of this transaction.

23. Entire Agreement. This Agreement and the documents referred to herein represent the entire understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

24. Binding Effect. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Buyer, Shareholder and Seller, and their respective heirs, successors and permitted assigns.

25. Headings. The Article and section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provisions hereof.

26. Waiver; Consent. This Agreement may not be changed, waived or discharged (other than by performance), in whole or in part, except by a writing executed by the parties.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

28. Notices. Any notice or other communications required or permitted hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon delivery in person, by facsimile, by overnight courier or by certified or registered mail, return receipt requested, as follows:

If to Seller and Shareholder: Flex Trim Holding Co.
1015 South Brundidge Blvd.
Troy, AL 36081

If to Buyer: Greg Carter
Carter Millwork, Inc.
4264 Old Linwood Road
Linwood, NC 27299

Notices delivered pursuant hereto shall be deemed given: (i) if personally delivered, when so delivered; (ii) if mailed, two Business Days (as hereinafter defined) after having been sent by certified or registered U.S. mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above; or (iii) if sent through a nationally-recognized overnight delivery service that guarantees next day delivery, the Business Day following its delivery to such service in time for next day delivery. As used herein, "Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in the state of North Carolina are authorized or required by law to close.

29. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BUYER:

CARTER MILLWORK, INC.

By: Gregory J. Carter
Name: Gregory J. Carter
Title: President

SELLER:

FLEX TRIM HOLDING CO.

By: Joshua M. Wilson
Joshua M. Wilson, Vice President

SHAREHOLDER:

HB&G BUILDING PRODUCTS, INC.

By: Joshua M. Wilson
Joshua M. Wilson, Vice President