

04-13-1999



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FORM PTO-1585  
1-31-82

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

BFD, INC.

3-29-99

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

2. Name and address of receiving party(ies):

Name: CANADIAN GRAPHITE, LTD.

Internal Address: \_\_\_\_\_

Street Address: 2700 - 700 West Georgia Street

Vancouver, British Columbia V7Y 1B8

CANADA

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

3. Nature of conveyance:

- Assignment  Merger
- Securing Agreement  Change of Name
- Other Purchase Agreement of All Assets

Execution Date: April 5, 1989

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Des. 311,263 Issued October 9, 1990  
Des. 318,147 Issued July 9, 1991

Additional numbers attached?  Yes  No

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

Name: Ralford A. Blackstone, Jr.

Internal Address: TREXLER, BUSHNELL, GIANGIORGI  
& BLACKSTONE, LTD.  
105 West Adams Street  
Chicago, IL 60603

Street Address: same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41)..... \$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1495

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Linda L. Palomar

Name of Person Signing

Signature

June 21, 1999

Date

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

11

SCHEDULE "A"

Robert H. Isaly acts as a Trustee for the following persons:

Robert H. Isaly  
Mary Jean Isaly  
Paul Lee Isaly  
Celestine Remlinger  
Elizabeth Remlinger  
John Remlinger  
Barbara Freeman  
Annaliese Freeman  
Celeste Freeman  
Katherine Freeman  
Howard Freeman  
Michael Freeman  
Lois Osborn  
Jeffery Covino  
Steven Covino  
Dorothy Medvesky  
Marie Steele  
Ann Lee  
James Edward Rowland

GENERAL CONVEYANCE

THIS INDENTURE made the            day of June, 1989.

BETWEEN:

JOHN P. RUSSELL, businessman, with  
an address at 1000 Main Street,  
Gardendale, Alabama, U.S.A. 35071

and

AL MILLAR, businessman, with an  
address at 423 Herridge Circle,  
Newmarket, Ontario, Canada, L3Y 7H7

and

SHELDON HOFFMAN, businessman, with an  
address at 550 Alden Road, Suite 111,  
Markham, Ontario

and

IRVING BRONFMAN, businessman, with an  
address at 550 Alden Road, Suite 111,  
Markham, Ontario

and

ROBERT H. ISALY, having an address at  
8087 Palomino Drive, Lake Worth,  
Florida 33467 and acting as agent and  
trustee for those persons more  
particularly set forth in Schedule "A"  
attached hereto

and

BFD INC., an Alabama Company with its  
head office at 1000 Main Street,  
Gardendale, Alabama, U.S.A. 35071

(hereinafter referred to as "BFD")

and

*Handwritten signature and initials*

779177 ONTARIO INC., an Ontario Company  
having an office at 550 Alden Road,  
Suite 111, Markham, Ontario

(the aforementioned parties are sometimes referred  
to collectively herein as the "Vendors")

OF THE FIRST PART

AND:

CANADIAN GRAPHITE LTD., a British Columbia  
reporting company having its record office at  
2700 - 700 West Georgia Street, Vancouver,  
British Columbia V7Y 1B8

(herein called the "Purchaser")

OF THE SECOND PART

WHEREAS pursuant to an agreement made the 5th day of  
April, 1989, and all amendments thereto, (hereinafter called the  
"Purchase Agreement") between the Vendors and the Purchaser, it  
was agreed that the Vendors would sell and the Purchaser would  
purchase the undertaking and all the property and assets owned by  
the Vendors, and used by BFD for the business of the manufacture,  
distribution and sale of a wide variety of protective face and  
eye products with medical and other uses (the "Purchased  
Business");

AND WHEREAS this Agreement is made pursuant to the pro-  
visions of the Purchase Agreement;

NOW THIS INDENTURE WITNESSETH that for good and valuable  
consideration now paid by or on behalf of the Purchaser to the  
Vendors (the receipt and sufficiency of which is hereby  
acknowledged) the Vendors hereby grant, bargain, sell, assign,  
transfer, convey and set over unto the Purchaser, their suc-  
cessors and assigns, as a going concern, the undertaking, pro-

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perty and assets of the Purchased Business, as and from the Closing Date, as "Closing Date" is defined in the Purchase Agreement (the "Closing Date"), of every kind and description and wheresoever situate, including without limiting the generality of the foregoing:

- (a) subject to obtaining all necessary consents, all leasehold property and interests therein used by the Vendors, and all improvements, appurtenances and fixtures situate thereon or forming part thereof, including, but without limitation, the lands and premises more particularly described in Schedule "F" of the Purchase Agreement;
- (b) all machinery and equipment and vehicles used in or required for the operation of the Purchased Business including, but without limitation in Schedule "B" of the Purchase Agreement;
- (c) all Inventories including bills of lading;
- (d) all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Vendors and the full benefit of all securities for such accounts, notes or debts;
- (e) the full benefit of all unfilled orders received by the Vendors in connection with the Purchased Business and all other contracts, engagements or commitments (except as hereinafter provided) to which the Vendors are entitled in connection with the Purchased Business, whether written or oral, including without limiting the generality of the foregoing: (i) the full benefit and advantage of all forward commitments by the Vendors for supplies or materials and all forward commitments by the Vendors for supplies and materials entered into in the

ordinary course of the Purchased Business for use in the Purchased Business whether or not there are any contracts with respect thereto; (ii) all the right, title and interest of the Vendors in, to and under the agreements and contracts described in Schedule "I" of the Purchase Agreement;

- (f) all the right, title, benefit and interest of the Vendors in and to all registered or unregistered trade marks, trade or brand names, service marks, copyrights, designs, inventions, and other industrial property of or pertaining to the Purchased Business or owned by the Vendors, including all restrictive agreements which BFD may have with its employees, past or present;
- (g) prepaid expenses and deferred expenses;
- (h) all cash on hand, or on deposit (including certificates of deposit) of BFD; and
- (i) all other property, assets and rights, real or personal, tangible or intangible wherever situated, owned by the Vendors or to which they are entitled, in connection with the Purchased Business.

All terms used herein and defined in the Purchase Agreement shall have the same meanings herein as in the Purchase Agreement.

The Vendors acknowledge that the Purchased Business has been managed and operated between the date of the Purchase Agreement and the close of business on the Closing Date by the Vendors in the ordinary course of business. The Vendors hereby further grant, bargain, assign, transfer, convey and set over unto the Purchaser, its successors and assigns, all of the right,

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title and interest of the Vendors in and to any additional assets acquired by the Vendors as part of the Purchased Business subsequent to the date of the Purchase Agreement.

TO HOLD the said hereby sold, assigned, transferred or conveyed undertaking, property and assets and all right, title and interest of the Vendors thereto and therein unto and to the use of the Purchaser, its successors and assigns.

AND the Vendors do hereby covenant, promise and agree with the Purchaser in the manner following, that is to say:

That the Vendors are now rightfully and absolutely possessed of and entitled to the said hereby sold, assigned, transferred or conveyed undertaking, property and assets and that the Vendors now have good right to assign the same unto the Purchaser, its successors and assigns, according to the true intent and meaning of these presents and that the Purchaser shall immediately upon the execution and delivery of these presents have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the said hereby sold, assigned, transferred or conveyed undertaking, property and assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Vendors or any person whomsoever and free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, liens, charges and encumbrances whatsoever except those disclosed in the Purchase Agreement.

The Vendors covenant and agree with the Purchaser, its successors and assigns, that they will from time to time and at all times hereafter, upon every reasonable request of the

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Purchaser, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, or assurances as may be reasonably required by the Purchaser, its successors or assigns, whether for more effectually and completely vesting in the Purchaser, its successors or assigns, the undertaking, property and assets hereby sold, assigned, transferred or conveyed or for the purpose of registration or otherwise.

And the Vendors on behalf of themselves and their heirs, successors and assigns, as applicable, hereby appoint the Secretary of the Purchaser or its successors and assigns, and each of them, as the attorneys or attorney of the Vendors to do, sign and execute all acts, deeds, assurances and other instruments which in the discretion of the said attorneys or attorney may be necessary or desirable for the purpose of vesting in the Purchaser, its successors or assigns, the undertaking, property and assets hereby sold, assigned, transferred or conveyed. Such power of attorney may be exercised in the name and on behalf of the successors and assigns of the Purchaser.

The Vendors hereby declare that as to any assets or interest in any assets of the Vendors intended to be transferred, assigned, conveyed, bargained, sold and set over to the Purchaser hereby, and the title to which may not have passed to the Purchaser by virtue of this indenture or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants aforesaid, the Vendors hold the same

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in trust for the Purchaser to convey, assign and transfer the same as the Purchaser may from time to time direct.

IN WITNESS WHEREOF this indenture has been executed by the Vendors and the Purchaser.

SIGNED, SEALED AND DELIVERED )  
by JOHN P. RUSSELL )  
in the presence of: )

David B. Anderson )  
Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

John P Russell  
JOHN P. RUSSELL  
By George W. Tyler  
att in fact

SIGNED, SEALED AND DELIVERED )  
by AL MILLAR )  
in the presence of: )

David B. Anderson )  
Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

Al Millar  
AL MILLAR

SIGNED, SEALED AND DELIVERED )  
by SHELDON HOFFMAN )  
in the presence of: )

David B. Anderson )  
Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

Sheldon Hoffman  
SHELDON HOFFMAN

*nu*

SIGNED, SEALED AND DELIVERED )  
by IRVING BRONFMAN )  
in the presence of: )

*David B. Anderson* )  
Name )

\_\_\_\_\_) )  
Address )

\_\_\_\_\_) )  
Occupation )

*Irving Bronfman by Sheldon Hoffman*  
IRVING BRONFMAN *att in fact*

SIGNED, SEALED AND DELIVERED )  
by ROBERT H. ISALY on behalf )  
of, and as trustee for, those )  
persons listed in Schedule "A" )  
hereto, in the presence of: )

*David B. Anderson* )  
Name )

\_\_\_\_\_) )  
Address )

\_\_\_\_\_) )  
Occupation )

*Robert H. Isaly by Sheldon Hoffman*  
ROBERT H. ISALY *att in fact*

THE CORPORATE SEAL of )  
BFD INC. )  
was hereunto affixed in the )  
presence of: )

*Sheldon Hoffman* )

*David B. Anderson* )

C/S

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THE CORPORATE SEAL of )  
779177 ONTARIO INC. )  
was hereunto affixed in the )  
presence of: )

*Stelma R. Horn* )  
*David B. Anderson* )

C/S

THE CORPORATE SEAL of )  
CANADIAN GRAPHITE LTD. )  
was hereunto affixed in the )  
presence of: )

*Ed B.* )

C/S

*gk*