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FORM P
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

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Mail documents to be recorded with required cover sheet(s) information to:
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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5368461"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)
Enter PCT application number PCT PCT
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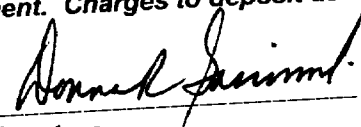
Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Donna R. Gasiorowski
Senior Legal Assistant to David K. Callahan 
Name of Person Signing Signature Date

**BILL OF SALE, GENERAL
ASSIGNMENT AND CONVEYANCE**

This Bill of Sale, General Assignment and Conveyance is executed and delivered as of May 5, 2000, by Premier Drywall Tool Company, Inc., a California corporation ("Seller"), in favor of AXIA Incorporated, a Delaware corporation ("Buyer").

Pursuant to the Asset Purchase Agreement among Seller, Buyer and Kelly-Moore Paint Company, Inc., a California corporation ("Asset Purchase Agreement"), in consideration of certain good and valuable considerations set forth in the Asset Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Seller hereby assigns, conveys, transfers and delivers to Buyer the "Purchased Assets", as defined in the Asset Purchase Agreement (the "Purchased Assets"). The Purchased Assets include, without limitation, the following assets and exclude only the Excluded Assets referred to below:

- i. All inventories of finished products, work in process, raw materials, supplies, spare parts and packing and shipping material owned or used in the business (the "Business") of Seller;
- ii. All tools, equipment, machinery, dies, patterns, furniture, moveable fixtures, automobiles, trucks, trailers, vehicles, transportation equipment, service equipment, computer equipment and other fixed assets of the Business, including the assets listed on Exhibit 2.1(b) attached hereto;
- iii. All contracts, agreements, purchase orders, leases and licenses of personal property (including leases or licenses of computer equipment and programs and confidentiality agreements) of Seller listed on Exhibit 2.1(c) attached hereto, including customer rebate obligations thereunder;
- iv. All rights of Seller under express or implied warranties, if any, from the suppliers of Seller, manufacturers or others with respect to the Purchased Assets or the Business;
- v. All of the accounts and notes receivable and advance payments generated in connection with the Business as they exist at the close of business on the business day immediately before the date hereof;
- vi. All prepaid and deferred items, credits and deposits, rights of offset and credits and claims for refund (other than tax refunds arising from or pertaining to periods prior to the date hereof) generated or incurred by or in connection with the Business;

vii. All governmental licenses, certificates, permits, franchises, approvals, authorizations, exemptions, registrations, and rights of the Business;

viii. All intellectual property rights used in the Business, including patents, patent applications, trade names, service marks, service mark applications, trademarks, trademark applications, copyrights, copyright applications, trade secrets and confidential business information (whether patentable or unpatentable) and the goodwill associated therewith, including without limitation those listed in Exhibit 2.1(h) attached hereto;

ix. The books, records, manuals, documents, books of account, correspondence, sales and credit reports, supplier lists, customer lists, distribution lists, bid and quote information, literature, catalogs, brochures, advertising material and the like which are used in the Business;

x. All of Seller's owned or licensed computer programs and documentation used in the Business relating to manufacturing, inventory control or accounts receivable, including, without limitation, programs running CNC machines (it being agreed that the transfer of licensed computer programs not used in running CNC machines is being made to Buyer by Seller as is without warranty); and

xi. All other assets, tangible or intangible, owned or leased by Seller and used or arising in connection with the Business, including without limitation, claims, causes of action and rights against third parties.

TO HAVE AND TO HOLD the assets and rights described above, unto Buyer, its successors and assigns, forever.

NOTWITHSTANDING THE FOREGOING, the following assets of Seller are excluded from the Purchased Assets conveyed hereby:

- i. any insurance policies or insurance contracts,
- ii. minute books and stock transfer records of Seller,
- iii. tax refunds applicable to periods prior to the date hereof,
- iv. that certain factory lease described on Exhibit 2.2 and all permits, expense sharing arrangements and government authorizations related to the Lease,

- v. any and all claims or rights of Seller against Kelly-Moore Paint Company, Inc. ("Parent"), its officers, directors and shareholders,
- vi. any inter-company receivables as between Seller and Parent,
- vii. cash and cash equivalents,
- viii. any and all rights and obligations respecting the Roll-Ver program, including those under the Contract for Consulting Services between Parent and Rick Stich, the Royalty Agreement between Seller and Richard G. Stich, Roll-Ver inventory, fixed assets, payables, receivables, contracts, permits and intellectual property,
- ix. Seller's distributorship agreements,
- x. the Westech note receivable,
- xi. any and all computer programs and systems of Parent and
- xii. the pre-paid advertising account of Seller to the extent not reflecting actual cash prepayments.

Upon reasonable request by Buyer, at any time and from time to time, and at no additional cost to Buyer, Seller shall execute and deliver or cause to be executed and delivered such other documents and instruments and shall take or cause to be taken such other actions as Buyer may request in order more effectively to assign, convey, transfer and deliver the Purchased Assets to Buyer.

Seller hereby constitutes and appoints each of Buyer, Lyle J. Feye, and Robert G. Zdravecky as Seller's true and lawful attorneys, with full power of substitution, for it and in its name, place and stead, or otherwise, but on behalf of and for the benefit of Buyer, to execute, deliver and file all certificates of title and other title documentation necessary to evidence the transfer of title to the vehicles described in Exhibit 2.1(b) to Buyer.

This Bill of Sale, General Assignment and Conveyance shall be enforceable by Buyer and its successors, assigns and legal representatives against Seller and its successors, assigns and legal representatives.

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HANNIG LAW FIRM LLP 650-482-2820
FINANCE DEPARTMENT FAX: 650 631 1971
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PAGE 5
NO. 096 P. 5

This Bill of Sale, General Assignment, and Conveyance is executed and delivered by Seller, on behalf of itself on the date first set forth above.

PREMIER DRYWALL TOOL COMPANY, INC.

By: Stephen Ferrari
Name: Stephen Ferrari
Address: 987 Commercial Street, San Carlos, CA

STATE OF California §
 §
COUNTY OF San Mateo §

This instrument was acknowledged before me on May 5th, 2000, by Stephen Ferrari the Secretary Treas. of Premier Drywall Tool Company, Inc., a California corporation, on behalf of said corporation.

Jean M. Boehm.
Notary Public in and for
the State of California
Name: Jean M. Boehm.

My commission expires: 8/18/00

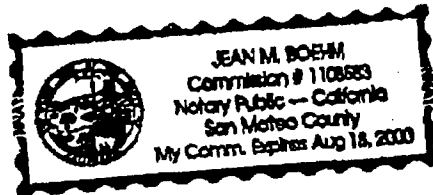


Exhibit 2.1(h)

Intellectual Property

1. All rights of Seller to the use of the name "Premier Drywall Tool Company, Inc."
2. Trademark - "Premier Speed Taper"
3. United States Patent 5,368,461
4. Patent for Outside Corner Finishing Tool
5. Patent for Premier Speed Taper