

Docket 216-01US

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings	<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. 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): <u>Behlen Engineered Plastics</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Rotational Molding Technologies, Inc.</u> Internal Address: _____ <u>Building 1</u> _____ Street Address: <u>67742 CR 23</u> _____ City: <u>New Paris</u> State: <u>IN</u> Zip: <u>46553</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> <u>Other Statement Under 37 CFR 3.73(b)</u> <u>Executed January 16, 2004;</u> <u>Assignment and Assumption Agreement</u> Execution Date: <u>October 24, 2003</u>		
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) <u>09/946,197</u> B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Wendell E. Miller</u> Internal Address: <u>D-1</u> _____ _____ Street Address: <u>1506 Tippecanoe Drive, D-1</u> _____ City: <u>Warsaw</u> State: <u>IN</u> Zip: <u>46580</u>	6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>13-3404</u> _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
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.  <u>Wendell E. Miller, Patent Agent</u> <u>Wendell E Miller</u> <u>January 20, 2004</u> Name of Person Signing    Signature    Date		
Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>		

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this 24<sup>th</sup> day of October, 2003, by and between Bahlen Engineered Plastics, Inc., an Indiana corporation ("Assignor"), and Rotational Molding Technologies, Inc., an Ohio corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated October 24, 2003, providing for, among other things, the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Contracts and the assumption by Assignee of certain of Assignor's liabilities and obligations under the Contracts; and

WHEREAS, the parties hereto desire to provide for the assignment of such right, title and interest and the assumption of such liabilities and obligations in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and satisfaction of their respective obligations under the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. Assignor does hereby convey, sell, transfer, assign and deliver unto Assignee, its successors and assigns forever, all of its right, title and interest in and to the Contracts.
2. Assumption. Assignee hereby assumes and agrees to satisfy and perform promptly, in full and when due, the liabilities and obligations of Assignor that first arise or are

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incurred under the Contracts and are first required to be performed under the Contracts after the Closing Date.

3. Further Assurances. Each party hereto shall from and after the date hereof, upon the reasonable request of the other party hereto, execute and deliver such other documents as such other party may reasonably request to obtain the full benefit of this Assignment and Assumption Agreement.

4. Governing Law. This Assignment and Assumption Agreement shall be subject to, and construed and enforced in accordance with, the laws of the State of Indiana.

5. Governing Documents; Capitalized Terms. The rights and obligations of the parties are set forth in the representations, warranties, covenants, agreements and other terms and provisions of the Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date first written above.

BEHLEN ENGINEERED PLASTICS, INC.

By: Philip M. Raimondo  
Name: Philip M. Raimondo  
Title: President & COO

ROTATIONAL MOLDING TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: Mark J. Saltzman  
Title: President

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incurred under the Contracts and are first required to be performed under the Contracts after the Closing Date.

3. Further Assurances. Each party hereto shall from and after the date hereof, upon the reasonable request of the other party hereto, execute and deliver such other documents as such other party may reasonably request to obtain the full benefit of this Assignment and Assumption Agreement.

4. Governing Law. This Assignment and Assumption Agreement shall be subject to, and construed and enforced in accordance with, the laws of the State of Indiana.

5. Governing Documents: Capitalized Terms. The rights and obligations of the parties are set forth in the representations, warranties, covenants, agreements and other terms and provisions of the Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date first written above.

BEHLEN ENGINEERED PLASTICS, INC.

By: \_\_\_\_\_  
Name: Philip M. Raimondo  
Title: President & COO

ROTATIONAL MOLDING TECHNOLOGIES, INC.

By:  \_\_\_\_\_  
Name: Mark J. Saltzman  
Title: President

**ASSIGNMENT AND SALE OF INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT AND SALE OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made as of this 24<sup>th</sup> day of October, 2003, by Behlen Engineered Plastics, Inc., an Indiana corporation ("Assignor"), to Rotational Molding Technologies, Inc., an Ohio corporation ("Assignee").

**RECITALS:**

A. Assignor, as Seller, and Assignee's, as Buyer, have heretofore entered into that certain Asset Purchase Agreement, dated as of October 24, 2003, among Assignor, Assignee, Buyers Products Company, an Ohio corporation ("BPC") and Behlen Mfg. Co., a Nebraska corporation ("Parent") (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property Rights, together with the goodwill symbolized by the trademarks and service marks included therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Intellectual Property Assignment. Effective as of the Closing Date, Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Intellectual Property Rights, including, without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on EXHIBIT A attached hereto and (ii) the goodwill of the Business carried on in connection with the trademarks and service marks set forth on EXHIBIT A attached hereto;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Intellectual Property Right prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) All of Assignor's right title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property Rights, including, without limitation, the right to recover for past, present or future infringements of the Intellectual Property Rights.

(d) All rights corresponding to the Intellectual Property Rights throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance.

(a) Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. Assignor will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring the Intellectual Property Rights.

(b) Assignor shall, at any time upon request and without further consideration, communicate to Assignee, its successors and assigns, any facts relating to the Intellectual Property Rights or the history thereof as may be known to Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Assignee.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

9. Purchase Agreement Governs. Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

BEHLEN ENGINEERED PLASTICS, INC.

By: Philip M. Raimondo

Name: Philip M. Raimondo

Title: President & COO

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BUYERS PRODUCTS

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**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**PATENTS**

Patent Name	Patent No.	Issue Date
Rotomolded Luggage Container with perimetrical T-slot	6,106,053	August 22, 2000
Building-attached ornament or ventilator	6,422,936	July 23, 2002
Bunker Cover	D 471,989	March 18, 2003
Egress window well with tube steel step	PENDING	--

**TRADEMARKS**

Mark	Registration No.	Date of Registration
Easy-Wheeler	1,955,703	January 30, 1996