

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
PATENTS ONLY DANV-001/00US U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies): Danville Manufacturing, Inc. 2021 Omega Road San Ramon, CA 94583</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: June 6, 2003</p>	<p>2. Name and address of receiving party(ies) Name: Danville Materials, Inc. Internal Address: _____ _____</p> <p>Street Address: 2021 Omega Road City: San Ramon State: CA Zip: 94583</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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: _____

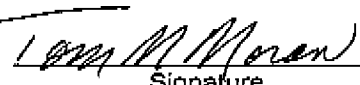
A. Patent Application No.(s)	B. Patent No.(s) 5,718,581
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cooley Godward LLP Internal Address: Patent Group Street Address: Five Palo Alto Square 3000 El Camino Real City: Palo Alto State: CA Zip: 94306-2155</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 03-3117 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

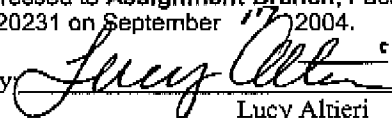
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tom M. Moran, Reg. 26,314		<u>9/17/04</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and documents: **[9]**

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

I hereby certify that this correspondence is being transmitted by facsimile addressed to Assignment Branch, Facsimile Number 703-306-5995, at United States Patent and Trademark Office, Washington, D.C. 20231 on September 17, 2004.

By  Lucy Altieri

CH \$40.00 033117 5718581

PURCHASE AND SALE AGREEMENT

BY AND AMONG

DANVILLE MATERIALS, INC,

DANVILLE MANUFACTURING, INC.,

MARK S. FERNWOOD,

PATRICIA FERNWOOD,

**THOMAS S. AND ANNE S. BLAKE TRUSTEES OF
THE THOMAS AND ANNE BLAKE TRUST**

DATED AS OF JUNE 6, 2003

6/6/03, rev G

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made as of this 6th day of June 2003, by and among DANVILLE MATERIALS, DANVILLE MANUFACTURING, INC. and MARK S. FERNWOOD, PATRICIA FERNWOOD, THOMAS S. and ANNE S. BLAKE Trustees for the Thomas and Anne Blake Trust.

RECITALS

WHEREAS, Seller is and has been engaged in the ownership and operation of the Business; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase, substantially all of the fixed assets, rights and properties relating to the Business, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**ARTICLE I
DEFINITIONS**

1.8 “Buyer” shall mean Danville Materials, a California corporation.

1.27 "Intangible Assets" shall mean all of the intangible assets owned by or licensed to Seller and used or usable in the Business, including software, software licenses, advertising formats, domain names, logos, trademarks, trade designations, service marks, trade names, patents, copyrights and applications for any of the foregoing, goodwill, advertising and promotional rights, franchise rights, telephone number(s), products under development, trade secrets, know-how, operating methods and procedures, proprietary information, processes, technical knowledge, formulae, and related rights.

1.46 "Seller" shall mean Danville Manufacturing, Inc., a California corporation.

ARTICLE II
PURCHASE AND SALE OF PURCHASED ASSETS; OTHER AGREEMENTS

2.1 Purchase and Sale. At the Closing:

(a) Seller agrees to sell, assign, convey, and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, the Purchased Assets; and

2.2 Payment of Purchase Price. Within thirty days (30) of the Closing, the Purchase Price of [redacted] shall be paid to sellers. Buyer shall execute and deliver the Bill of Sale to Seller at the Closing, pursuant to which Buyer shall assume the Assumed Liabilities.

jurisdiction enter an injunction prohibiting any further breach of the covenants contained in this Agreement.

7.18 Publicity. Seller will consult with Buyer prior to issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby.

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

DANVILLE MATERIALS

By: [Signature]
Name: CRAIG R. BRUNS
Title: President

DANVILLE MANUFACTURING, INC.

By: [Signature]
Name: Mark Fernwood
Title: ps

[Signature]
Mark S. Fernwood, as Principal

[Signature]
Patricia Fernwood, as Spouse of Principal

[Signature] 6/4/03
Thomas S. Blake, as Principal and as trustee for the Thomas and Anne Blake Trust

[Signature]
Anne S. Blake, as Principal and as trustee for the Thomas and Anne Blake Trust

Patent & Software Schedule: Danville Engineering 3-17-03

Patent/Publication/Appli cation No.	Title	Date of Issuance/ Publication
US#6,149,509	Removable Nozzle for a Sandblaster Handpiece	11/21/2000
US#5,765,759	Removable Nozzle for a Sandblaster Handpiece	6/16/1998
US#4,941,298	Rear Reservoir Macro Sandblaster	7/17/1990
US#5,810,587	Friable Abrasive Media	9/22/1998
US#5,984,678	Friable Abrasive Media.	11/16/1999
US#5,203,698	Wet Foam Sandblaster - Corresponds to PCT Pub WO92/19173A1.	4/20/1993
US#5,984,677	Air Abrasive Particle Apparatus	11/16/1999
US#5,718,581	Air Abrasive Particle Apparatus	2/17/1998
US#6,024,566	Abrasive Container for Gas-Abrasive Applications	2/15/2000
US#6,277,003	Gas Abrasive Particle Apparatus and Valving Therefor	8/21/2001
US#5,842,863	Device for containing excess abrasive material	2/1/1998
PCT US01/24447	Hand-Holdable Gas/Abrasion Apparatus	N/A
PCT WO96/35390	Air Abrasive Particle Apparatus - Corresponds to 5,984,677 - Pending in Canada, Europe, Japan	11/14/1996
US#6,439,966 B2	Hand-Holdable Gas/Abrasion Apparatus	8/27/2002