

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
CCL Industries Inc.		12/31/2001	CORPORATION: CANADA
CCL Custom Manufacturing, Inc.		12/31/2001	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Aervoe-Pacific Company, Inc.		
Street Address:	1198 Mark Circle		
City:	Gardnerville		
State/Country:	NEVADA		
Postal Code:	89410		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0940837	BOX SAVER	
Registration Number:	0829649	CORKOR	
Registration Number:	0846479	SLIPMOR	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-842-8800		
Email:	DCTrademarks@dbr.com, Andrea.Engel@dbr.com		
Correspondent Name:	Mary Pat A. Weyback		
Address Line 1:	Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street, N.W., Ste. 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1209		
ATTORNEY DOCKET NUMBER:	31522.324		
NAME OF SUBMITTER:	Andrea L. Engel		

OP \$90.00 0940837

Signature:

/Andrea L. Engel/

Date:

05/18/2007

Total Attachments: 12
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 31st day of December, 2001.

BETWEEN:

CCL CUSTOM MANUFACTURING, INC.,
a corporation incorporated under the laws of the State of Texas
(hereinafter called "Custom")

- and -

CCL INDUSTRIES INC.,
a corporation incorporated under the laws of Canada
(hereinafter called "CCL")

(CCL and Custom herein collectively called the "Sellers")

- and -

AERVOE-PACIFIC COMPANY, INC.,
a corporation incorporated under the laws of the State of Nevada
(hereinafter called the "Purchaser")

WHEREAS the Sellers, through their KG Packaging and NAPP division respectively own and carry on the business of the formulating, manufacturing and selling Crown® branded aerosol products, under the trade name and style "North American Professional Products" (the "NAPP Business");

AND WHEREAS the Purchaser desires to purchase from the Sellers and the Sellers desire to sell to the Purchaser the Purchased Assets (as defined herein) and in connection therewith, the Purchaser will assume the Assumed Liabilities (as defined herein);

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements, warranties and payments herein set out, the parties hereto respectively covenant and agree as follows:

1.4 Agreement.

"Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement including its Schedules and not to any particular Article, Section, subsection, clause or other portion of this Agreement and include every amendment or instrument supplementary hereto or in implementation hereof.

1.5 Currency.

Unless otherwise indicated, all dollar amounts referred to herein are in lawful currency of Canada. Payment may be made in United States dollars after conversion at the noon exchange rate on the Closing Date published by the Harris Bank Chicago for the exchange of U.S. dollars for Canadian dollars.

1.6 Gender.

Except where the context otherwise indicates, words importing the singular number only shall include the plural, and *vice versa*, and words importing the masculine gender shall include the feminine gender and "persons" shall include individuals, partnerships, joint ventures, associations, corporations, unincorporated organizations and all other forms of legal or business organizations and Governmental Entities.

1.7 Headings.

The headings of all Articles hereof are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

1.8 Accounting Principles.

Wherever in this Agreement a reference is made to generally accepted accounting principles or GAAP, such reference shall be and be deemed to be a reference to Canadian generally accepted accounting principles, consistently applied.

Schedule 5.11 - Intellectual Property

Exhibit 9.3 - Manufacturing Agreement

Exhibit 9.4 - Transition Services Agreements

Exhibit 10.2(c) - Opinion of Counsel to CCL

Exhibit 10.3(d) - Opinion of Counsel to the Purchaser

Exhibit 11.6 - ADR Procedures

**ARTICLE III
PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES**

3.1 Purchased Assets

Subject to the terms and conditions hereof, the Sellers covenant and agree to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase and receive from the Seller, effective as of the Time of Closing, the following property and assets of the NAPP Business wheresoever located as a going concern as of the Closing Date (collectively, the "Purchased Assets") with good and valid title therein and thereto, free and clear of all Liens except for Permitted Liens:

(h) the trade marks and trade names, patents, copyrights and formulas described in Schedule 5.12
- Intellectual Property;

5.9 Litigation.

Except as described in Schedule 5.9 - Litigation, there are no actions, suits or proceedings pending or to the knowledge of the Sellers, threatened against or affecting the NAPP Business, or any of the Purchased Assets.

5.10 Compliance with Laws.

Except as noted in Schedule 5.10 - Compliance with Laws, the current operation of the NAPP Business is in compliance in all material respects with all applicable federal, state, local and foreign laws. The Sellers, with respect to the NAPP Business, hold all required and necessary governmental licenses and permits for the carrying on of the NAPP Business and the Sellers, have not received any notice that any appropriate governmental authority intends to cancel, terminate or not renew any license or permit relating to the NAPP Business or that the Sellers do not have any required license or permit related to the NAPP Business.

5.11 Intellectual Property.

Schedule 5.11 - Intellectual Property provides a complete and accurate list of all trademarks, licenses, patents, business names and copyrights included in the Purchased Assets or owned by the Sellers, any affiliate thereof, and used in the NAPP Business except for the name "CCL", the "CCL" logo and related trade marks (collectively the "**Intellectual Property**") but does not list transferable shrink-wrap licenses held with respect to the NAPP Business. The Intellectual Property is owned by or validly licensed to the Sellers and the NAPP Business has the right to use the same, limited only as set forth in Schedule 5.11 - Intellectual Property. The Intellectual Property does not include the right to use the name "CCL", the "CCL" logo and related trade marks.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to each of the Sellers as follows and acknowledges that the Sellers are relying upon such representations and warranties in connection with the completion of the transactions herein contemplated:

6.1 Due Incorporation.

The Purchaser is a corporation duly incorporated and subsisting under the laws of its jurisdiction of incorporation and has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

6.2 Due Authorization.

This Agreement has been, and any agreements, documents and instruments contemplated to be executed and delivered by the Purchaser hereunder will be when executed and delivered, duly authorized, executed and delivered by the Purchaser and this Agreement constituted, and such agreements, documents and instruments will be upon execution and delivery, the legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their respective terms.

**ARTICLE VII
SURVIVAL AND LIMITATION OF
REPRESENTATIONS, WARRANTIES AND COVENANTS**

7.1 Survival of Representations and Warranties.

The representations and warranties (and any right to indemnification with respect thereto) of each of the Sellers on the one hand, and the Purchaser, on the other, contained in this Agreement or contained in any document or certificate delivered pursuant to this Agreement shall survive the Closing and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Purchaser or the Sellers, as the case may be, for the following periods:

- (a) with respect to the title of the Sellers to a Purchased Asset, indefinitely;
- (b) with respect to the corporate status or powers of the Sellers and the Purchaser, indefinitely;
and
- (c) with respect to all other representations and warranties of the Sellers or the Purchaser, until
24 months after Closing.

**ARTICLE XI
GENERAL**

11.1 Announcements.

Any announcement with respect to this Agreement by any of the parties hereto shall be submitted in advance for the comments of the other parties hereto where practicable; provided always that nothing herein contained shall prevent or restrict the Sellers from making any announcement with respect to this Agreement which it is required by law or by any stock exchange to make.

11.2 Notices.

Any notice required or permitted to be given for purposes of this Agreement shall be in writing and shall be sufficiently given if personally delivered at the applicable address set out below, or sent by registered letter, postage prepaid or transmitted by telecopy:

(a) if to the Purchaser:

Aervoe-Pacific Company, Inc.
1198 Mark Circle
P.O. Box 485
Gardnerville, NV 89410
Attention: David A. Williams, President
Telecopy No. (775) 782-5687

and with a copy to its counsel at:


Brooke Shaw Plimpton Zumpft
1590 Fourth Street, Suite 100
Minden, NV 89423
Attention: T. Scott Brooke
Telecopy No. (775) 782-3081

11.12 Attorneys Fees.

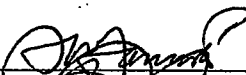
In the event that there is a default under this Agreement and it becomes necessary for either party hereto to employ the services of an attorney, with or without litigation, the losing party to the controversy agrees to pay to the successful party, reasonable attorney's fees and, in addition, such reasonable costs and expenses as are incurred. **IN WITNESS WHEREOF** this Agreement has been executed and delivered by the parties hereto on the date first above written.


CCL CUSTOM MANUFACTURING, INC.

By:  _____

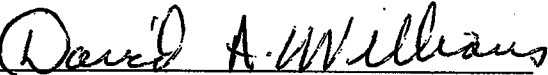
By:  _____

CCL INDUSTRIES INC.

By:  _____

By:  _____

AERVOE-PACIFIC COMPANY, INC.

By:  _____

By: _____

NAPP Business
Schedule 5.11

REDACTED

Intellectual Property

Trade-names

<u>Name</u>	<u>Jurisdiction</u>
North American Professional Products	Ontario, Canada
North American Professional Products	Illinois, USA
North American Professional Products	Texas, USA

Trade Mark(s)

Trade Mark	Reg. No.	Country	Reg. Date	Expiry Date	Owner	Reg. User
North American Professional Products (U.S.A.)						
All4	2,242,836	USA	4-May-99	4-May-14	CCL Custom Manufacturing, Inc.	NAPP
Box Saver	940,837	USA	15-Aug-72	15-Aug-02	CCL Custom Manufacturing, Inc.	NAPP
Buttercutt	2,260,942	USA	13-Jul-99	13-Jul-09	CCL Custom Manufacturing, Inc.	NAPP
Chainor	930,782	USA	14-Mar-72	14-Mar-02	CCL Custom Manufacturing, Inc.	NAPP
Corkor	829,649	USA	6-Jun-67	6-Jun-07	CCL Custom Manufacturing, Inc.	NAPP
Crown	194,463	Canada	28-Sep-73	28-Sep-03	CCL Custom Manufacturing, Inc.	NAPP
Crown	879,327	USA	28-Oct-69	28-Oct-09	CCL Custom Manufacturing, Inc.	NAPP
Crown Woodstain	Application 1,007,934	Canada	Filing Date 9-Mar-99		CCL Custom Manufacturing, Inc.	
Electrical 88	194,630	Canada	5-Oct-73	5-Oct-03	CCL Custom Manufacturing, Inc.	NAPP
	847,272	USA	9-Apr-68	9-Apr-08	CCL Custom Manufacturing, Inc.	NAPP
Nu-Safe C&D	2,309,943	USA	18-Jan-00	18-Jan-10	CCL Custom Manufacturing, Inc.	NAPP
Penetor	947,498	USA	21-Nov-72	21-Nov-02	CCL Custom Manufacturing, Inc.	NAPP

**NAPP Business
Schedule 5.11**

REDACTED

Intellectual Property

Trade Mark	Reg. No.	Country	Reg. Date	Expiry Date	Owner	Reg. User
North American Professional Products (U.S.A.)						
.Pulmore.	390,850	USA	7-Oct-41	7-Oct-01	CCL Custom Manufacturing, Inc.	NAPP
Sheltor	781,252	USA	8-Dec-64	8-Dec-04	CCL Custom Manufacturing, Inc.	NAPP
Slipmor	846,479	USA	19-Mar-68	19-Mar-08	CCL Custom Manufacturing, Inc.	NAPP
Sprayline	174,271	Canada	5-Feb-71	5-Feb-16	CCL Custom Manufacturing, Inc.	NAPP
Spra-line	799,734	USA	7-Dec-65	7-Dec-05	CCL Custom Manufacturing, Inc.	NAPP
Spra-tool	799,474	USA	30-Nov-65	30-Nov-05	CCL Custom Manufacturing, Inc.	NAPP
Sproctor	754,912	USA	20-Aug-63	20-Aug-03	CCL Custom Manufacturing, Inc.	NAPP
Sta-soft	726,626	USA	23-Jan-62	23-Jan-02	CCL Custom Manufacturing, Inc.	NAPP
Tap-tool	263,716	Canada	23-Oct-81	23-Oct-11	CCL Custom Manufacturing, Inc.	NAPP
Tremor	738,496	USA	2-Oct-62	2-Oct-02	CCL Custom Manufacturing, Inc.	NAPP

Contact Information Assets

Telephones Numbers, Website Address

www.crownnapp.com
www.spratool.com

Website Domain Registered and Hosted By
Next Techonogy Inc.
9119 Trinity Dr.
Lake In The Hills, IL 60102
Tel: #(847) 854-3933

E-mail Addresses:

crown@crownnapp.com
sales@crownnapp.com
customerservice@crownnapp.com
technical@crownnapp.com
mexico@crownnapp.com
venezuela@corwnnapp.com

**NAPP Business
Schedule 5.11**

REDACTED

Intellectual Property

Contact Information Systems

Telephones Numbers, Website Address

Telephone Numbers

Canada and International

Phone #: (905) 669-9833 Toll Free #: 1-800-461-3131 (Canada)

Fax #: (905) 669-4927

United States

Phone #: (815) 334-0020 Toll Free #: 1-800-766-7655 USA

Fax #: (815) 334-0021 Toll Free #: 1-800-662-7735 USA

Fax on Demand System: # (847) 854-3937