

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Release of Security Interests	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		03/11/2003	national bank association: UNITED STATES
Foothill Capital Corporation		03/11/2003	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Team Technologies, Inc.		
<b>Street Address:</b>	5949 Commerce Boulevard		
<b>City:</b>	Morristown		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37814		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1404994	ANCHOR	
Registration Number:	1114131		
Registration Number:	0612523	ANCODENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8655234478		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	865-546-4305		
<b>Email:</b>	mbradford@lng-patent.com		
<b>Correspondent Name:</b>	Michael J. Bradford		
<b>Address Line 1:</b>	P. O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	68509.00		

CH \$90.00 1404994

**900241351**

**TRADEMARK  
 REEL: 004919 FRAME: 0855**



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In reference to the following trademark registrations:

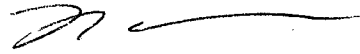
ANCHOR	Reg. No. 1,404,994	Registered: 08/12/1986
Anchor Design	Reg. No. 1,114,131	Registered: 02/27/1979
ANCODENT	Reg. No. 612,523	Registered: 09/20/1955

NOTICE OF RELEASE OF SECURITY INTERESTS

Pursuant to the "Order Approving the Proposed Sale of Certain Real and Personal Property to Team Technologies, Inc. Free and Clear of Liens, Claims and Other Interests (Brush Division; Morristown, Tennessee)" entered by the United States Bankruptcy Court Western District of Texas, San Antonio Division, on March 11, 2003, attached as Exhibit A, this provides notice that the trademarks and trademark registrations listed on Exhibit B were transferred from Moll Industries, Inc. to Team Technologies, Inc., pursuant to the Asset Purchase Agreement attached as Exhibit C, free and clear of any liens, claims, or other encumbrance. Therefore, any and all security interests existing as of March 11, 2003, have been released.

Date: December 14, 2012

LUEDEKA NEELY GROUP, P.C.

By:   
Michael J. Bradford – PTO No. 52,646  
Counsel for Team Technologies, Inc.

**EXHIBIT A**



The relief described hereinbelow is SO ORDERED.

Signed March 11, 2003.

Ronald B. King  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

IN RE:	§	
	§	
MOLL INDUSTRIES, INC.,	§	CASE NO. 02-54341-K
	§	
DEBTOR	§	CHAPTER 11

**ORDER APPROVING THE PROPOSED SALE OF CERTAIN  
REAL AND PERSONAL PROPERTY TO TEAM TECHNOLOGIES, INC.  
FREE AND CLEAR OF LIENS, CLAIMS AND OTHER INTERESTS  
(Brush Division; Morristown, Tennessee)**

BE IT REMEMBERED, that on this date came to be heard the Debtor's Motion Seeking Order Approving the Proposed Sale of Certain Real and Personal Property to Team Technologies, Inc. Free and Clear Of Liens, Claims and Other Interests (Brush Division; Morristown, Tennessee) (the "Motion"), and the Court having reviewed the Motion and considered the arguments of counsel for the Debtor and any party appearing in support or opposition of said Motion, the Court finds as follows:

- A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

B. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. Notice of the Motion and the hearing thereon was adequate under the circumstances.

D. The sale of the Assets of the Debtor's Brush Division and of the Debtor's Property, each as defined in the Motion, (the "Proposed Sale") is based upon the sound business judgment of the Debtor and is reasonable, necessary and in the best interests of the Debtor, its creditors and the estate.

E. The terms and conditions set forth in the Asset Purchase Agreement attached hereto as **Exhibit "A"** (the "Asset Purchase Agreement") and in the Purchase and Sale Agreement attached hereto as **Exhibit "B,"** as amended by the Amendment to Purchase and Sale Agreement attached hereto as **Exhibit "C"** (together, the "Property Purchase Agreement"), and each as described in and attached to the Motion, are based upon the sound business judgment of the Debtor and are reasonable, necessary and in the best interests of the Debtor, its creditors and the estate.

F. The Debtor and Team Technologies, Inc. (the "Buyer") entered into the Asset Purchase Agreement in good faith as defined in 11 U.S.C. § 363(m) and the sale of the Assets pursuant thereto constitutes a good faith sale within the meaning of § 363(m) of the Bankruptcy Code. The Purchase Price for the Assets to be paid by the Buyer at the Closing of the Asset Purchase Agreement constitutes the fair market value of the Assets.

G. The Asset Purchase Agreement and the Property Purchase Agreement have been negotiated in good faith and at arm's length between the Debtor and the Buyer, and the Buyer and Debtor are not "insiders" or "affiliates" as those terms are defined in the Bankruptcy Code.

H. The Court finds that good and sufficient cause exists to grant the relief requested in the Motion and herein.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

1. The Debtor shall be, and is hereby, authorized to sell the Asset to the Buyer pursuant to the terms and conditions of the Asset Purchase Agreement and pursuant to Section 363(m) and (f) of the Bankruptcy Code.

2. The Debtor shall be, and is hereby, authorized to sell the Property to the Buyer pursuant to the terms and conditions of the Property Purchase Agreement and pursuant to Section 363(m) and (f) of the Bankruptcy Code.

3. Pursuant to Section 363(f) of the Bankruptcy Code, the Assets to be sold by the Debtor pursuant to the Asset Purchase Agreement, and the Property to be sold by the Debtor pursuant to the Property Purchase Agreement, each shall be sold free and clear of any and all liens, claims, and encumbrances, if any, with such liens, claims and encumbrances to attach to the net proceeds of the sale payable to the Debtor under the Purchase Agreement, in the same order of priority and force as such lienholders presently hold on the Property.

4. The Debtor shall be, and is hereby, authorized to deposit the net proceeds generated from the sale into the lockbox account established pursuant to prior orders of the Court for application to the Debtor's liens in accordance with the terms of this Court's "Final Order Approving Debtor's Motion for Authority to (A) Obtain Postpetition Financing, (B) Grant Security Interest and Priority and (C) Provide Adequate Protection to Prepetition Secured Lenders and Senior Subordinate Secured Lenders" and the terms of the agreements memorializing the Postpetition Financing authorized in that Order.



5. The Debtor shall be, and is hereby authorized to make and enter into the limited indemnity agreement described in the Amendment to Purchase and Sale Agreement attached to this Order as **Exhibit "C."**

6. The Debtor and its officers, employees and agents shall be, and hereby are, authorized to execute and deliver the Asset Purchase Agreement, the Property Purchase Agreement and such other documents, instruments and certificates, and to take such actions as are necessary to carry out the Asset Purchase Agreement and the Property Purchase Agreement, the transactions contemplated thereby and the actions authorized pursuant to this Order.

7. This Order shall become final immediately upon entry without regard to the ten (10) day stay contained in Bankruptcy Rule 6004(g).

8. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to the Proposed Sale, the Asset Purchase Agreement, the Property Purchase Agreement or this Order.


###

Upon entry, transmit a conformed copy to:

RAYMOND W. BATTAGLIA  
OPPENHEIMER, BLEND,  
HARRISON & TATE, INC.  
711 Navarro, Sixth Floor  
San Antonio, Texas 78205  
(210) 224-2000

**EXHIBIT B**

Schedule 2.1(c)(ii)

MULTI-TRADENAME/BASE CASE							
Trademark	G&K Docket Number	Application Number	Registration Number	Status	Filing Date	Registration Date	Country Name
ANCHOR	053229-0036	354 555	354555	Registered	8/30/1996	7/13/1998	European Community
ANCHOR	053229-0018	73/545,307	1404994	Registered	6/27/1985	8/12/1986	United States of America
ANCHOR	053229-0035	354 522	354522	Registered	8/30/1996	7/13/1998	European Community
ANCODENT	053229-0012	71/676,779	612523	Registered	11/17/1954	9/20/1955	United States of America
 <b>Ancodent</b>	053229-0019	73/152,830	1114131	Registered	12/21/1977	2/27/1979	United States of America

*[Handwritten signature]*  
*[Handwritten initials]*  
 2/11/05

Schedule 2.1(c)(ii) Trademark Chart TRADEMARKS

CONFIDENTIAL

**EXHIBIT C**

**ASSET PURCHASE AGREEMENT**

by and between

**MOLL INDUSTRIES, INC.**, a Delaware corporation,  
as "Seller"

and

**TEAM TECHNOLOGIES, INC.**, a Tennessee corporation  
as "Buyer"

Dated as of February 11, 2003

[16063.001] 300451.6

**TRADEMARK**

**REEL: 004919 FRAME: 0867**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of February 11, 2003 (this "Agreement"), is by and between MOLL INDUSTRIES, INC., a Delaware corporation, Debtor and Debtor in Possession ("Seller") and TEAM TECHNOLOGIES, INC., a Tennessee corporation ("Buyer").

### RECITALS

A. Seller has filed a petition for relief under Chapter 11 of Title 11 U.S.C. in the Bankruptcy Court for the Western District of Texas, San Antonio Division, under Cause No. 02-54341 (the "Bankruptcy Case"). Seller is serving as Debtor-in-Possession in the Bankruptcy Case.

B. The Anchor Brush Business Unit ("Anchor Brush") of Seller designs and manufactures toothbrushes, scrub brushes and specialty molded oral and personal care products (the "Business").

C. Buyer desires to purchase from Seller, and Seller desire to sell to Buyer, the Assets (as hereinafter defined) which are used in the Business at the price and upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I.

#### DEFINITIONS

1.1. Defined Terms. As used herein, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Affiliate" of any person means any other Person who, directly or indirectly, controls or is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of equity interest, by contract, or otherwise.

"Assets" shall have the meaning set out in Section 2.1.

**"Bankruptcy Court"** shall mean the Bankruptcy Court for the Western District of Texas, San Antonio Division, in which the Bankruptcy Case is pending.

**"Business"** shall have the meaning set forth in the Recitals.

**"Closing Date"** shall have the meaning set forth in Section 4.1.

**"Eleventh Day"** shall mean the earlier of: (i) the eleventh calendar day following the entry of the Sale Order, provided that if such eleventh calendar day is not a business day, then the next business day, or (ii) in the event the Sale Order is appealed and provided Buyer is found to have purchased the Assets in good faith pursuant to 11 U.S.C. §363(m), and further provided that no motion for stay pending appeal is granted or superseding bond is approved and filed, the first business day following the tenth day after the entry of the Sale Order.

**"Encumbrances"** shall mean any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, restriction, equity, encumbrance or other right of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

**"Ordinary Course of Business"** or **"Ordinary Course"** or any similar phrase shall mean the Ordinary Course of the Business and consistent with Anchor Brush's past practice.

**"Person"** means any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such), or other entity.

**"Purchase Price"** shall mean the cash paid at the Closing, including any deposit in the Trust Account.

**"Sale Order"** shall mean the order of the Bankruptcy Court approving the sale and transfer of the Assets pursuant to Sections 363 and 365 of the Bankruptcy Code.

**"Trust Account"** shall mean the trust account of Oppenheimer, Blend, Harrison & Tate, Inc., wherein Buyer has deposited the sum of \$80,000 as a down payment towards the Purchase Price.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

2.1. Purchase and Sale of Assets. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, free and clear of all Encumbrances, the personal property owned by Seller and described as follows (collectively, the "Assets"):

(a) Tangible Personal Property. All furniture, fixtures, equipment, and other tangible personal property owned by Seller and identified on Schedule 2.1(a).

(b) Open Orders. Except as reflected on Schedule 2.2, Seller's rights to provide products manufactured or to be manufactured, or services contracted for or to be provided, or otherwise to be sold by Anchor Brush in respect of orders therefor and that remain unfulfilled at the Closing Date, to the extent that such orders have been accepted by Anchor Brush in good faith and at fair value and relate to the Business ("Open Orders").

(c) Intellectual Property.

(i) All inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures owned by Seller and described on Schedule 2.1(c)(i) (the "Patents"). Notwithstanding the foregoing, the Patents do not include Grooved Wire Patent U.S. No. 5,740,579 and all related patents shown as excluded assets on Schedule 2.2.

(ii) All trademarks, service marks and logos owned by Seller described on Schedule 2.1(c)(ii) (the "Trademarks").

(iii) All copies and tangible embodiments (in whatever form or medium) of the Intellectual Property referred to in this Section 2.1(c).

(iv) Any and all rights of Seller in the name "Anchor Brush."

The Patents and Trademarks, together with the other rights and interests described in this Section 2.1(c) are collectively referred to as the "Intellectual Property".

(d) Prepaid Items. All prepaid expenses and prepaid ad valorem taxes ("Prepaid Items") relating to any Assumed Contracts (as defined below), as set forth on Schedule 2.1(d).

(e) Inventories. Except as reflected on Schedule 2.2, all product, finished goods and work in progress inventory and all supplies of raw materials, fuel, spare parts, and other consumable supplies relating to the Business (the "Inventory") as of the Closing Inventory as of December 31, 2002, is attached as Schedule 2.1(e).



(f) Scheduled Contracts. The benefit of those Contracts listed on Schedule 2.1(f) (the "Scheduled Contracts"). (The Open Orders and the Scheduled Contracts are referred to collectively as the "Assumed Contracts".)

(g) Books and Records. All books and records relating to the Assets, including but not limited to, customer lists, supplier lists, price lists, sales records, and purchase records.

2.2. Excluded Assets. Except for the specific Assets detailed on the Schedules to this Agreement, all other assets, rights, or interests of Seller in its assets or operations, including but not limited to, such assets or operations otherwise identified with the Business, including but not limited to, the items listed on Schedule 2.2; shall remain the property of Seller, and Buyer shall receive no interest in such assets or operations.

2.3. Assumption of Liabilities. The only liabilities and obligations to be assumed herein by the Buyer in connection with the transfer of Assets from Seller (the "Assumed Liabilities") shall be:

(a) Those liabilities and obligations to be performed after Closing pursuant to the Assumed Contracts, but only to the extent that such obligations arise as a result of operations after Closing or relate to products to be sold and delivered after Closing.

(b) Standard warranties identified on Schedule 2.3(b) for Anchor Brush customers for the twelve (12) months immediately following the Closing Date. Notwithstanding the foregoing, Buyer shall have no liability or obligation for any warranty claim: (i) of which the Customer has given written notice to Seller prior to the Closing Date, or (ii) involving product previously manufactured for Glaxo SmithKline Beecham or The Proctor & Gamble Manufacturing Company.

2.4. Excluded Liabilities. Except as expressly identified as Assumed Liabilities in Section 2.3, Buyer does not and will not assume or become obligated to pay, perform or discharge and will not be responsible for, any other liabilities or obligations of Seller; whether accrued, absolute, contingent or otherwise, including, without limitation, liabilities or obligations based on, arising out of or in connection with any pre-Closing event or transaction (the "Excluded Liabilities").

### ARTICLE III.

#### PURCHASE PRICE, PAYMENT AND ALLOCATION

##### 3.1. Payment of Purchase Price.

(a) The total Purchase Price for the Assets purchased by Buyer shall be an amount equal to Eight Hundred Thousand and No Dollars (\$800,000) with any adjustments as set forth in Section 3.4 (the "Purchase Price").

(b) At the Closing, Buyer shall pay to Seller, cash in the amount of the Purchase Price. The deposit made to the Trust Account shall be released to Seller and the balance of the Purchase Price shall be remitted by wire transfer of immediately available funds. At least two (2) business days prior to the Closing, Seller shall provide specific wiring instructions to Buyer.

3.2. Transfer Taxes and Fees. Buyer shall be responsible for payment of any and all transfer, sales, excise, documentary and similar taxes, if any, which may be due to any jurisdiction or governmental body as a result of the consummation of the transactions contemplated by this Agreement.

3.3. Allocation of Purchase Price. The Purchase Price shall be allocated in accordance with Schedule 3.3. Seller and Buyer covenant to use such allocation as reflected in the Schedule 3.3 in all income and other tax returns, filings, or other related reports made by them to any governmental agencies, including the Bankruptcy Court.

3.4. Purchase Price Adjustment.

(a) The Purchase Price assumes Seller will have \$497,000 of Inventory (before obsolescence and LIFO reserves) consistent with accounting principles previously utilized by Seller in the Business in the Ordinary Course (the "Target Inventory Value") as of the Closing.

(b) Within five (5) days prior to the Closing Date, Seller and Buyer shall prepare a statement of Inventory value as of the Closing determined as provided in subsection (a) above (the "Actual Inventory Value").

(c) Within five (5) days prior to Closing, Seller shall provide Buyer with a statement of Prepaid Items, if any, included in the Assumed Contracts, and the dollar amount of each Prepaid Item, if any. The Purchase Price shall be increased on a dollar for dollar basis for each Prepaid Item outstanding at the Closing ("Adjustment for Prepaid Item").

(d) To the extent Seller and Buyer do not agree on the Final Inventory Value, the final determination shall be made by the Bankruptcy Court, and the determination of the Bankruptcy Court shall be binding on all parties.

(e) If the variance of the Final Inventory Value and the Target Inventory Value is a negative amount (the amount of such difference being referred to as the "Shortfall"), then, the Purchase Price shall be reduced by the Shortfall. If the variance of the Final Inventory Value and \$572,000 is a positive amount (the amount of such difference being referred to as the "Excess"), then, the Purchase Price shall be increased by the Excess.

3.5. Disbursements from the Trust Account. The funds in the Trust Account shall be disbursed by Oppenheimer, Blend, Harrison & Tate, Inc. to Seller or to Buyer in accordance with Section 3.1, Article VIII, and any written instructions jointly executed by Buyer and Seller.

ARTICLE IV.

CLOSING

4.1. Closing. The closing of the transactions contemplated herein (the "Closing") shall be held at 10:00 a.m., local time, on the Closing Date at the offices of Oppenheimer, Blend, Harrison & Tate, Inc., 711 Navarro, Suite 600, San Antonio, TX 78205, unless the parties hereto otherwise agree. The Closing shall occur on the Closing Date. The "Closing Date" shall be: (i) the Eleventh Day, or (ii) such other time and date as shall be mutually agreed upon by Buyer and Seller, but not later than April 15, 2003.

4.2. Conveyances at Closing.

(a) Deliveries of Seller. Upon the terms and subject to the conditions contained herein, at the Closing, Seller shall execute (and third parties as appropriate) and deliver to Buyer:

(i) Such documents, including a bill of sale, assignments, consents, and such other instruments, as are deemed necessary, advisable or convenient by counsel to Buyer in form reasonably acceptable to counsel to Seller to convey, transfer, and assign ownership of and title to the Assets in the manner contemplated by this Agreement, free and clear of any Encumbrances.

(ii) Resolutions adopted by the board of directors of Seller approving this Agreement and the transactions contemplated hereby.

(iii) All third party consents or approvals required for the valid conveyance, transfer and assignment of the Assets free and clear of all Encumbrances, as contemplated by this Agreement, including (1) providing to Buyer all appropriate lien releases (if not otherwise dealt with in the Sale Order); and (2) entry of the Sale Order by the Bankruptcy Court authorizing the sale of the Assets free and clear of Encumbrances, expressly finding Buyer is a good faith Buyer, and otherwise in form and content reasonably satisfactory as to form to Buyer's legal counsel.

(iv) A detailed and accurate list of each of the Intellectual Property with a properly executed assignment of Seller's rights in the Intellectual Property.

(v) Bill of Sale substantially in the form set forth in Exhibit 4.2(a)(v).

(vi) Noncompetition Agreement substantially in the form set forth

♦ Exhibit 4.2(a)(vi).

(b) Deliveries of Buyer. Upon the terms and subject to the conditions contained herein, at the Closing, Buyer shall execute and deliver to Seller:

(i) The Purchase Price (including the Adjustment for Prepaid Items, if any, and the Purchase Price Adjustment); and

(ii) Such documents, assignments, consents and such other instruments required to assume the Assumed Liabilities, all in form reasonably acceptable to counsel for Seller.

(c) Release from Trust Account. Oppenheimer, Blend, Harrison & Tate, Inc. shall release the funds in the Trust Account in accordance with Section 3.5.

(d) Form of Instruments. All documents to be delivered pursuant to this Article IV shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer's legal counsel.

4.3. Bankruptcy Court Approval of Sale. Buyer's obligations to purchase the Assets and Seller's obligation to sell the Assets shall be subject to the Bankruptcy Court entering the Sale Order prior to the Closing. Upon execution of this Agreement, Seller shall use its reasonable best efforts to obtain approval by the Bankruptcy Court of this Agreement on behalf of Buyer or its assigns.

4.4. Morristown, Tennessee Real Property. Buyer and Seller are parties to a Purchase and Sale Agreement (the "Real Estate Agreement") dated February \_\_, 2003, whereby Seller has agreed to sell and Buyer has agreed to purchase certain real property located at 1307 Davis Street, Morristown, Tennessee. Buyer's obligation to purchase the Assets and Seller's obligation to sell the Assets is subject to consummation of the transaction reflected in the Real Estate Agreement on or before the Closing.

#### ARTICLE V.

#### REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Buyer to enter into this Agreement, Seller hereby represents and warrants to Buyer as follows:

5.1. Organization of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full power and authority to conduct the Business as it is presently being conducted and to own and operate the properties and assets now owned and being operated by Anchor Brush.

5.2. Authorization. Subject to Bankruptcy Court approval, Seller has all requisite power and authority, and have taken all action necessary, to execute and deliver this Agreement to consummate the transactions contemplated hereby and to perform its obligation hereunder. The execution and delivery of this Agreement by Seller and the consummation by Seller of transactions contemplated hereby, have been duly approved by Seller's board of directors. This Agreement has been duly executed and delivered by Seller and is a legal, valid and binding obligation of Seller enforceable against it in accordance with its terms. Except for Bankru

Court approval, Seller has no legal obligation, absolute or contingent, to any other person or firm to sell any portion of the Assets, other than those transactions which would occur in the Ordinary Course of its business, or to effect any merger, consolidation or other reorganization or enter into any other agreement with respect thereto which would in any way adversely effect the consideration, Business or the Assets.

5.3. Conduct of Business Prior to Closing. Between the date of this Agreement and the Closing, Seller shall conduct the Business in the Ordinary Course.

5.4. Survival. The representations and warranties in Article V shall not survive the Closing.

#### ARTICLE VI.

#### REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into this Agreement and sell the Assets, Buyer hereby represents and warrants to Seller as follows:

6.1. Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation.

6.2. Authorization. Buyer has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

6.3. Consents and Approvals. No notice to, declaration, filing or registration with, or authorization, consent or approval of, or permit from, any domestic or foreign governmental or regulatory body or authority, or any other person or entity, is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

6.4. Funding. Buyer has immediately available funds sufficient to consummate the transactions contemplated by this Agreement.

6.5. Due Diligence. Buyer has had an adequate opportunity to conduct its due diligence investigation of Anchor Brush and the Business.

6.6. Oral B Tooling and Patents. A portion of the Assets listed on Schedule 2.1(a) has been configured to manufacture the Cross-Action® brush for Oral B. Buyer hereby represents and warrants that it has been advised by Seller that the applicable configuration of this tooling may infringe on patents owned by Oral B (the "Oral B Patents"). Buyer further represents and

warrants that it will not infringe on the Oral B Patents and relating to this brush. Attached as Schedule 6.6 is a partial list of Oral B Patents that relate to this brush. The attached Schedule is intended to be illustrative and not meant to be all inclusive of the patent rights of Oral B.

6.7 ADT Mold and Ancillary Equipment. Buyer represents and warrants that it is accepting possession of a mold and various ancillary equipment that will be more fully identified at or prior to the Closing that belongs to ADT (the "ADT Items"). A dispute exists between Seller and ADT relating to the ADT Items and alleged breaches of contractual relationships between Seller and ADT. Buyer represents and warrants that it understands that it is not acquiring title to the ADT Items nor the right to use the ADT Items pursuant to the terms of this Agreement.

## ARTICLE VII.

### COVENANTS

7.1 Post-Closing Cooperation. Seller and Buyer will provide each other with such cooperation and information as either of them may reasonably request of the other after the Closing, regarding the Assets.

7.2 Submission for Court Approval. Within seven (7) days after the date hereof, Seller shall submit to the Bankruptcy Court a motion(s) seeking the Sale Order authorizing the sale of the Assets to Buyer pursuant to the terms and conditions of this Agreement.

7.3 Intentionally Omitted.

7.4 Intentionally Omitted.

7.5 Adequate Assurances. Buyer covenants and agrees to cooperate with Seller in connection with furnishing information pertaining to the satisfaction of the requirement of adequate assurances of future performance as required under Section 365(f)(2)(B) of the Bankruptcy Code.

7.6 Uncollected Accounts Receivable. Buyer acknowledges that it is not purchasing from Seller any accounts receivable. Buyer shall promptly remit to Seller any and all proceeds from accounts receivable existing on or prior to the Closing Date which Buyer may receive at the Closing Date. Buyer will have no right to set off or otherwise withhold or delay timely payment to Seller of any such amount for any amount owed or alleged to be owed to Buyer or Seller.

7.7 Survival of Representations. The representations and warranties of Seller under Article V do not survive the Closing.

7.8 Books and Records. Each party agrees that it will cooperate with and make available to the other party, during normal business hours, all books and records, information and files of employees (without substantial disruption of employment) retained and remaining in existence at the Closing Date.

after the Closing which are necessary or useful in connection with any tax inquiry, audit, investigation or dispute, validating accounts receivable or any Retained Liability, any litigation or investigation or any other matter requiring any such books and records, information or employees for any reasonable business purpose. The party requesting any such books and records, information or employees shall bear all of the out-of-pocket costs and expenses (including, without limitation, attorneys' fees, but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing such books and records, information and employees.

7.9 Disclaimer of Warranties. The Assets shall be sold and delivered "AS IS," "WHERE IS," "WITH ALL FAULTS," WITH ALL WARRANTIES EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.10 Indemnification. Buyer hereby indemnifies and agrees to hold Seller, its officers, directors, agents, successors and assigns harmless from any claims or causes of action arising out of Buyer's use, possession or control of the Oral B Patents or the ADT Items. This indemnification shall survive the Closing.

#### ARTICLE VIII.

##### TERMINATION

8.1 Termination. Notwithstanding the terms of this Agreement, if the Closing has not occurred on or before April 15, 2003, either Seller or Buyer may terminate this Agreement on written notice to the other party. No termination shall be permitted by a party if such party is in breach of this Agreement at the time of termination.

#### ARTICLE IX.

##### MISCELLANEOUS

9.1 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other party, except that Buyer may, without the consent of Seller, assign all such rights to a wholly-owned subsidiary of Buyer, Affiliate of Buyer, or to a successor in interest to Buyer which shall assume all obligations of Buyer under this Agreement. Notwithstanding the foregoing, no such assignment by Buyer will release Buyer from its obligations and agreements set forth in this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

9.2 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when received, if personally delivered; (ii) when transmitted, if transmitted

by telecopy, electronic or digital transmission method; (iii) the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice shall be sent to:

If to Seller, addressed to:

Moll Industries, Inc.  
1571 Heil Quaker Boulevard  
LaVergne, TN 37086  
Attention: William W. Teeple, Vice President and CFO  
Facsimile: (615) 641-4548

With a copy to:

Oppenheimer, Blend, Harrison & Tate, Inc.  
711 Navarro, Suite 600  
San Antonio, Texas 78205  
Attention: Ray Battaglia, Esq.  
Facsimile: 210-224-7540

If to Buyer, addressed to:

Team Technologies, Inc.  
5949 Commerce Blvd.  
Morristown, TN 37814  
Attention: Steve Henrickson, its President  
Facsimile: \_\_\_\_\_

or to such other place and with such other copies as any party may designate as to such party by written notice to the others.

9.3. Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.

9.4. Entire Agreement; Amendments and Waivers. Except as herein provided, this Agreement, together with all schedules and exhibits hereto and thereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Notwithstanding the preceding sentence, the provisions of the Confidentiality and Nonsolicitation Agreement previously entered into between Seller and Buyer on or about November 25, 2002, shall remain in full force and effect even upon termination of this Agreement for any reason unless Buyer closes the transactions reflected in this Agreement. This



Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

9.6. Expenses. Except as otherwise specified in this Agreement, each party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement and to any action taken by such party in preparation for carrying this Agreement into effect.

9.7. Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

9.8. Titles: Gender. The titles, captions or headings of the Articles and Sections herein, and the use of a particular gender, are for convenience of reference only and are not intended to be a part of or to affect or restrict the meaning or interpretation of this Agreement.

9.9. Cumulative Remedies. All rights and remedies of each party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

9.10. Service of Process: Consent to Jurisdiction. Each party hereto irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to such party at such party's address set forth herein, or by any other method provided or permitted under Texas law. Each party hereto irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the Bankruptcy Court; (ii) consents to the jurisdiction of such court in any such suit, action or proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in such court.

9.11. Attorneys' Fees. If any party to this Agreement brings an action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such action, including any appeal of such action.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by its duly authorized officer, as of the date first above written.

**BUYER:**

TEAM TECHNOLOGIES, INC.

By:   
Steve Henrikson, President

**SELLER:**

MOLL INDUSTRIES, INC.

By: \_\_\_\_\_  
William W. Teeple, Vice President and  
Chief Financial Officer

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by its duly authorized officer, as of the date first above written.

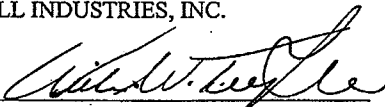
**BUYER:**

TEAM TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Steve Henrikson, President

**SELLER:**

MOLL INDUSTRIES, INC.

By:   
William W. Teeple, Vice President and  
Chief Financial Officer

**Schedule 2.1(a)**

**Tangible Personal Property**

**See Attached**

[16063.001] 300451.6







**Schedule 2.1(c)(i)**

**Patents**

**See Attached**

[16063.001] 300451.6

**TRADEMARK**  
**REEL: 004919 FRAME: 0886**



Title	Status	G&K Docket Number	Application Number	Patent Number	Status	Filing/ Application Date	Issue Date	Expiration Date**	Country Name
MONOFILAMENT NYLON DENTAL FLOSS	INCL	053229-0017	08/830,434	5865197	Granted	5/20/1996	2/21/1999	5/20/2016	United States of America
WAX FILLED DENTAL FLOSS	INCL	053229-0002	08/830,124	5819768	Granted	5/1/1997	10/13/1998	9/21/2015	United States of America
BRAIDED DENTAL FLOSS	INCL	053229-0006	08/832,004	5692530	Granted	9/21/1995	12/21/1997	9/21/2015	United States of America
BRUSH WITH SELF RETAINING BRISTLES	INCL	053229-0063	84240403	2043313	Granted	11/14/1984	3/29/1994	Expired	Japan
BRUSH WITH SELF RETAINING BRISTLES	INCL	053229-0062	35499/84	573644	Granted	11/16/1984	6/16/1988	11/16/2004	Australia
BRUSH WITH SELF RETAINING BRISTLES	INCL	053229-0009	06/792,621	4635313	Granted	10/24/1985	1/31/1987	1/13/2004	United States of America
ADJUSTABLE BRUSH	INCL	053229-0003	08/526,005		Abandoned	9/8/1995			Abandoned
WAX FILLED DENTAL FLOSS	INCL	053229-0054	96306873.9		Abandoned	9/20/1996			Abandoned
BRAIDED DENTAL FLOSS	INCL	053229-0055	96306874.7		Abandoned	9/20/1996			Abandoned
MONOFILAMENT NYLON DENTAL FLOSS	INCL	053229-0064	97303381.4		Abandoned	5/19/1997			Abandoned
APPARATUS AND METHOD FOR PRODUCING BRUSHWARE BY INJECTION MOLDING	INCL		09/494,946		Allowed	2/1/2000			United States of America
HANDLE CONFIGURATION FOR BRUSH PRODUCTION BY FUSION	INCL		09/465,209		Allowed	12/15/1999	7/17/2001	12/15/2019	United States of America
HANDLE CONFIGURATION FOR BRUSH PRODUCTION BY FUSION	INCL		09/836,779 CIP	6266928	Pending	4/17/2001			United States of America
METHOD OF BRISTLE INSERTION FOR BRUSH PRODUCTION	INCL		09/495,580		Allowed	2/1/2000			United States of America
BRUSH PRODUCTION BRISTLE CONFIGURATION FOR BRUSH	INCL		29/117,953 Design Patent	D444629		2/2/2000	7/10/2001	7/10/2015	United States of America
METHOD AND APPARATUS FOR END ROUNDING BRISTLES	INCL		09/579,745	6354911		5/26/2000	3/12/2002	5/26/2020	United States of America
CLAMP FOR RETAINING BRISTLE BUNDLES OF VARIOUS SIZES	INCL		09/579,990		Pending	5/26/2000			United States of America

\*\*All expiration dates are best estimates. All are subject to confirmation of actual filing date and individual country law on duration.

*[Handwritten signature]*  
2/11/03

020703 Schedule 2.1(c)(ii) Included Patents and Applications MOLL PATENTS

**Schedule 2.1(c)(ii)**


**Trademarks**

**See Attached**

[16063.001]300451.6

**TRADEMARK**  
**REEL: 004919 FRAME: 0888**

Schedule 2.1(c)(iii)

MOTEL TRADEMARK CASSEL CHAIR							
Trademark	G&K Docket Number	Application Number	Registration Number	Status	Filing Date	Registration Date	Country Name
ANCHOR	053229-0036	354 555	354555	Registered	8/30/1996	7/13/1998	European Community
ANCHOR	053229-0018	73/545,307	140494	Registered	6/27/1985	8/12/1986	United States of America
ANCHOR	053229-0035	354 522	354522	Registered	8/30/1996	7/13/1998	European Community
ANCODENT	053229-0012	71/676,779	612523	Registered	11/17/1954	9/20/1955	United States of America
 <b>Ancodent</b>	053229-0019	73/152,830	1114131	Registered	12/21/1977	2/27/1979	United States of America

*Handwritten signature*  
*2/11/05*  


Schedule 2.1(c)(iii) Trademark Chart TRADEMARKS

CONFIDENTIAL

Schedule 2.1(c)(ii)

Class	Goods
21	hand brushes
21	hand brushes
21	toothbrushes
21	toothbrushes
21	toothbrushes, hand brushes

Schedule 2.1(c)(ii) Trademark Chart TRADEMARKS

CONFIDENTIAL

**Schedule 2.1(d)**

**Prepaid Items**

To be updated five (5) days prior to Closing

[16063.001]300451.6

**Schedule 2.1(e)**

**Inventory**

**SEE ATTACHED**

[16063.001] 300451.6

02/11/20034:17 PM

020703 Schedule 2.1(e) Included Inventory

INCLUDED INV

TEAM TECHNOLOGY INVENTORY:

	Qty.	Material	Variable	Fixed	Total
Brush Inventory Analysis -Inc. WIP					
TOTAL ANCHOR PRODUCTS	3,053,454	\$323,980.03	\$110,078.04	\$ 58,101.21	\$492,159.28
TOTAL OTHER CUSTOMERS	837,898	\$ 88,678.88	\$ 13,227.07	\$ 7,919.04	\$109,824.99
UNSPECIFIED	122,338	\$ 9,824.18	\$ 304.22	\$ 140.52	\$ 10,268.92
GRAND TOTAL	4,013,690	\$422,483.09	\$123,609.33	\$ 66,160.77	\$612,253.19

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
ANCHOR PRODUCTS-ALL							
SCRUB	750233H	1001 STD SCRUB HOSPIMEDICA/192	4,176	981.42	648.21	326.97	1,956.60
SCRUB	750233H	2000 S/B-PLAIN-DRILLED-1 EA/CB	2,794	1,022.81	1,300.82	708.89	3,032.52
SCRUB	ANSB 750289	1003 BRACKET ONLY 1 EA	243	9,720.00			9,720.00
SCRUB	ANSB 750237	1002 BRUSH DISPENSER 1 EA	20	3,300.00			3,300.00
SCRUB	ANSB 750236	1001 STD CUB SCRUB-FRM-1DZ/192	4,768	1,156.31	740.10	373.32	2,269.73
SCRUB	ANSB 750233	3000 ANCHOR DISPOSABLE 270/CS	2,430	429.06	355.74	192.69	977.49
SCRUB	ANSB 750230	2000 PL SCRUB-STD SOFT 144C	6,101	2,233.44	2,914.63	1,580.56	6,728.63
SCRUB	ANSB 750226	2000 H/P SCRUB-STD 144/CS	6,840	1,565.36	3,267.67	1,772.00	6,605.03
SCRUB	ANSB 750224	1000 H/P SCRUB-STD MED 144/CP	1,694	590.58	588.45	243.46	1,402.49
SCRUB	ANSB 750219	1000 H/P SCRUB-STD MED 144/CP	600	134.59	196.00	115.55	446.14
SCRUB	ANSB 750216	1000 AMPUTEE SCRUB BR 1/CP					
SCRUB	ANSB 750215	1000 AMPUTEE BB 144/C	2,027	111.49			111.49
SCRUB	ANSB 750187	DRIVE PINS 3/16 X 1	2,012	320.21	433.75	289.17	1,043.13
SCRUB	ANSB 458061	1000 AMPUTEE BB 144/C	29,484	826.50	1,300.97	867.30	2,994.77
SCRUB	ANSB 450531	1001 CUB SCRUB ANCHOR	5,520	186.96	142.05	94.70	423.71
SCRUB	ANSB 450521	3000 DISP ANCHOR	7,872	283.98	1,699.98	1,133.32	3,117.28
SCRUB	ANSB 450514	2000 SCRUB MEDIMEX	19,860	716.45	4,281.46	2,854.30	7,852.21
SCRUB	ANSB 450512	2000 SCRUB HOSPITAL PROPERTY	10,089	363.96	2,175.01	1,450.00	3,988.97
SCRUB	ANSB 450511	2000 SCRUB PLAIN	22,080	798.53	1,203.91	802.59	2,803.03
SCRUB	ANSB 450504	1000 SCRUB MEDIMEX	39,198	1,392.95	8,450.40	5,633.58	15,476.93
SCRUB	ANSB 450502	1000 SCRUB HOSPITAL PROPERTY	12,796	454.72	2,758.59	1,839.05	5,052.36
SCRUB	ANSB 450501	1000 SCRUB PLAIN	48	11.57	7.44	3.74	22.75
SCRUB	ALSB 751792	1001 ALLEGIANCE #29725-010 192	3,120	715.64	1,490.52	808.28	3,014.44
SCRUB	ALSB 751791	2000 ALLEGIANCE#29720-010 144C	2,124	472.66	693.87	409.08	1,575.61
SCRUB	ALSB 751790	3000 ALLEGIANCE#29711-010 270					
SCRUB	ALSB 751789	3001 ANCHOR DISPOSABLE 270/CS	12,420	2,193.07	1,818.37	984.92	4,996.36
SCRUB	WIP	750228 2001 PL SCRUB-STD SOFT 144C	146	53.45	69.78	37.82	161.05
SCRUB	WIP	450511 2000 SCRUB PLAIN	192	6.93	41.39	27.59	75.91
SCRUB	WIP	450501 1000 SCRUB PLAIN	192	6.82	41.39	27.59	75.80
SCRUB	WIP	152415 3B 29711-010 ALLEGIANCE	300	189.69			189.69
SCRUB	WIP	152372 NY .012 CUT 1" NC410	21	172.20			172.20
SCRUB	WIP	152353 NY .009 CRIMPED BLACK	79	218.82			218.82
SCRUB	WIP	152233 CC P-22106 WHITE SCRUB BRUSH	20	40.80			40.80
SCRUB	WIP	150211 CB INDL MEDIMEX 2000	2,100	391.23			391.23
SCRUB	WIP	150194 CB 112 1 EA AMPUTEE SCRUB	530	57.00			57.00
SCRUB	WIP	150082 NY .010 X 30 STRANDS BK482					
SCRUB	SHIP	150160 SH AH3000 BAXTER 3000 SCRUB	12,336	407.07			407.07
SCRUB	PPKG	152520 LABEL MEDIMEX	6,793	611.37			611.37
SCRUB	PPKG	152519 LABEL 1001 ANCHOR CUB SCRUB					
SCRUB	PPKG	152419 LABEL 29725-010 ALLEG. OPEN	10,800	496.80			496.80
SCRUB	PPKG	152418 LABEL 29721-010 ALLEG. CLOSED	13,049	965.63			965.63
SCRUB	PPKG	152417 LABEL 29720-010 ALLEG. NAIL	2,160	259.20			259.20
SCRUB	PPKG	152416 LABEL CASE 29711-010 ALLEG.	2,750	1,738.82			1,738.82
SCRUB	PPKG	152415 3B 29711-010 ALLEGIANCE	25,325	4,718.04			4,718.04
SCRUB	PPKG	150211 CB INDL MEDIMEX 1000	9,724	1,524.72			1,524.72
SCRUB	PPKG	150210 CB 12 EA MEDIMEX 1000	3,800	1,713.04			1,713.04
SCRUB	PPKG	150199 CB 176 3000 DISPOSABLE	5,043	542.32			542.32
SCRUB	PPKG	150194 CB 112 1 EA AMPUTEE SCRUB	6,190	881.82			881.82
SCRUB	PPKG	150193 CB 111 1 DZ. CUB SCRUB	12,980	2,051.23			2,051.23
SCRUB	PPKG	150192 CB 109 1 DZ. TOMAC SCRUB	3,055	689.77			689.77
SCRUB	PPKG	150191 CB 108 1 DZ. #1000 SCRUB	5,075	1,145.89			1,145.89
SCRUB	PPKG	150189 CB 107 1 DZ. #2000 SCRUB	193	1,578.50			1,578.50
SCRUB	NYL	152372 NY .012 CUT 1" NC410	450	1,246.46			1,246.46
SCRUB	NYL	152353 NY .009 CRIMPED BLACK	249	2,361.70			2,361.70
SCRUB	NYL	150082 NY .010 X 30 STRANDS BK482	11,520	4,940.80	5,507.75	2,987.31	13,435.86
SCRUB	MMSB	750228 2000 S/B - "MEDIMEX SUPER"-1E/CB	9,000	1,996.97	1,530.62	887.07	4,414.66
SCRUB	MMSB	750223 1000 S/B-MEDIMEX STD-12EA/CB	108	220.32			220.32
SCRUB	CON	152233 CC P-22106 WHITE SCRUB BRUSH	107	287.83			287.83
SCRUB	CON	152067 CONC. H-55594B TURQ. SCRUB B.	332	949.52			949.52
SCRUB	CON	152043 CC H-63039/PC AQUA SCRUB BR.	329	131.85			131.85
SCRUB	BTSB	750235 BUTLER CUB SCRUB 120/CS	19,199	501.14	87.60	41.83	1,913.04
SCRUB	BTSB	450533 1001 CUB SCRUB BUTLER					
SCRUB	ANSB	751160 2000 S/B PL DRL W/CHAIN 18"144	3,301	2,310.70			2,310.70
SCRUB	ANSB	750305 18" CHAIN W/MOUNTS 1/EA					

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TRADEMARK  
REEL: 004919 FRAME: 0893

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
SCRUB	WIP	751789 3001 ALLEGIANCE #29711-010 270	8,900	1.63	1.71	0.81	4.15
ANCH TB	152541	FOAMAZOL 6Z BLOWING AGENT	2,592	8,320.32			8,320.32
ANCH TB	152502	WHITE TISSUE PAPER TG265	7,000	124.60			124.60
ANCH TB	152404	CONC. MC56059A PLUS BLUE	384	2,549.76			2,549.76
ANCH TB	152213	PVC 12MLX276MM TH 177777	3,073	2,796.43			2,796.43
ANCH TB	151401	FOIL M160-21 AUTUMN GOLD	24	0.01			0.01
ANCH TB	150812	FM 3-1/4" K195HB23 POLY COATED	1,112	2,892.50			2,892.50
ANCH TB	150365	FOIL BH-1017 SILVER	9	-			-
ANCH TB	150200	DIVIDER 175 DISPOSABLE	-	-			-
ANCH TB	152470	CONC PCS3765A NEON PURPLE	86	278.08			278.08
ANCH TB	152413	CONC. MC37384C PLUS ORANGE	250	1,487.50			1,487.50
ANCH TB	152402	CONC. MC63308C TAZ GREEN 26092	250	1,507.50			1,507.50
ANCH TB	152165	CC P-36963 PEARL PINK	176	652.64			652.64
ANCH TB	150839	P-41725 NEON YELLOW PC	272	1,194.08			1,194.08
ANCH TB	150690	P-62053A GREEN DENTAX WWF	465	2,436.60			2,436.60
ANCH TB	150623	P-34892A NEON ORANGE	100	444.00			444.00
ANCH TB	150331	P-20970 WHITE	547	1,274.51			1,274.51
ANCH TB	150055	MC-8076A BLACK ANCHOR	150	267.00			267.00
ANCH TB	150053	P-60076 DK GREEN	61	301.34			301.34
ANCH TB	150051	PC-50039 LT BLUE ANCHOR	313	782.50			782.50
ANCH TB	150049	P-31653B RED ANCHOR	288	1,059.84			1,059.84
ANCH TB	150048	PC-5107 DK BLUE ANCHOR	168	404.88			404.88
ANCH TB	150047	P-4077C YELLOW ANCHOR	265	863.90			863.90
SCRUB	152706	OP 8/32" S STEEL HEXNUT GD316	4,343	156.35			156.35
SCRUB	150355	FM ANCHOR DISPOSABLE SCRUB	6,000	209.10			209.10
SCRUB	150188	CB 106 INDIVIDL 2M SCRUB	5,000	780.20			780.20
SCRUB	150187	CB 105 INDIVIDL 1M SCRUB	9,087	1,300.34			1,300.34
SCRUB	150321	SUCTION CUP 3/8" AMPUTEE SCRUB	5,400	1,374.30			1,374.30
PERS H	ANPH	750239 710-B - 5" BLACK COMB 1728/CS	-	-			-
PERS H	ANPH	750214 HOLLISTER 3/4"ST BR-8"H-5000CS	252	22.80			22.80
PERS H	ANPH	750213 1012-B 7" BLACK COMB 1440/CS	15,164	247.00	234.18	156.12	637.30
PERS H	ANPH	750212 1012-A 7" BLACK COMB 720/CS	20,160	491.78	311.34	207.56	1,010.68
PERS H	ANPH	750211 700-B BABY COMB-WHITE 1728/CS	43,200	473.35	1,001.90	667.97	2,143.22
PERS H	ANPH	750210 700-B BABY COMB-BLUE 1728/CS	5,328	59.02	123.56	82.37	264.95
PERS H	ANPH	750208 700-B BABY COMB-PINK 1728/CS	12,816	487.12	297.23	198.15	982.50
PERS H	ANPH	750207 308-BC BABY BR/CMB-WHT 100/CS	4,600	1,295.36	1,746.67	1,074.07	4,116.10
PERS H	ANPH	750204 308-B BABY BRUSH-WHITE 100/CS	1,040	209.73	365.62	223.32	798.67
PERS H	ANPH	450543 BABY BRUSH WHITE	13,792	317.57	2,100.79	1,399.49	3,817.85
PERS H	NYL	150075 NY .008 X 23 STRANDS NC410	141	1,369.88			1,369.88
PERS H	PPKG	150203 CB 509 1728 PAU COMBS	1,283	542.07			542.07
PERS H	PPKG	150202 CB 192 IND'L BABY BRUSH	6,450	614.29			614.29
PERS H	PPKG	150198 CB 115 1 DZ. 7" COMBS	3,675	403.28			403.28
PERS H	PPKG	150195 CB 113 IND'L BUTLER CUB	7,986	1,143.60			1,143.60
PERS H	SHIP	150161 SH BH-231 BABY BRUSH	645	506.32			506.32
PERS H	WIP	750239 710-B - 5" BLACK COMB 1728/CS	25,920	218.70	360.29	158.53	737.52
PERS H	WIP	450543 BABY BRUSH WHITE	-	-			-
ANCH TB	REG	152402R MC63308CTAZGREEN 26092 REGRIND	-	-			-
ANCH TB	REG	150693R NEON PINK REGRIND	275	-			-
ANCH TB	REG	150690R O-62053A GREEN DENTAZ REGRIND	60	-			-
ANCH TB	8GEM	150623R P-34892A NEON ORANGE REGRIND	285	-			-
ANCH TB	REG	150331R REGRIND P-20970 WHITE	160	-			-
ANCH TB	8GEM	150053R P-60076 DK GREEN	500	-			-
ANCH TB	REG	150051R LT. BLUE ANCHOR REGRIND	309	-			-
ANCH TB	8GEM	150048R PL5107 DK BLUE ANCHOR	120	-			-
ANCH TB	REG	150047R P-4077C YELLOW REGRIND	392	-			-
ANCH TB	ANTB	760025 38T ANG SFT GRP ASST 72/CS	9,432	516.86	319.19	191.81	1,027.86
ANCH TB	ANTB	760015 41T AST TRANS-V-TRIM 1152/C	3,859	415.99	159.19	74.72	649.90
ANCH TB	ANTB	760013 41T AST TRANS-RIP TRIM 720/C	-	-			-
ANCH TB	ANTB	760012 41T AST TRANS-RIP TRIM 1152/C	-	-			-
ANCH TB	ANTB	760011 41T AST TRANS-FLAT TRIM 1152/C	3,613	389.47	149.04	69.95	608.46
ANCH TB	ANTB	760010 44T AST TRANS-FLAT TRIM 864/C	6,048	400.74	313.28	142.87	856.89
ANCH TB	ANTB	760009 44T AST TRANS-FLAT TRIM 720/C	3,600	257.31	186.48	85.04	528.83
ANCH TB	ANTB	760008 44T AST TRANS-RIPP TRIM 720/C	6,916	490.14	358.24	163.37	1,011.75
ANCH TB	ANTB	760007 44T AST TRANS-RIPP TRIM NC 864C	864	57.24	44.78	20.41	122.41
ANCH TB	ANTB	752120 41T BLACK/BLACK FIRM NC 1152	1,152	39.15	45.51	21.55	106.21
ANCH TB	ANTB	752119 27T PINK RED/WHITE	1,152	-			-
ANCH TB	ANTB	752117 27T BLUE DUAL RED/WHITE 1152/C	1,152	27.81	33.68	15.92	77.41
ANCH TB	ANTB	752116 41T RED DUAL BLUE/WHITE 1152/C	1,152	39.12	45.51	21.55	106.18
ANCH TB	ANTB	752004 27B/A LASER PRINT 720/CS	720	20.04	38.08	19.12	77.24
ANCH TB	ANTB	752003 38B/A LASER PRINT 72/CS	-	-			-
ANCH TB	ANTB	751833 36B/A ASST LABEL (HEN.S) 720CS	7,200	257.26	388.33	172.21	817.80
ANCH TB	ANTB	751749 41-V TRIM ASST. 1152CS	5,760	167.83	212.34	102.02	482.19
ANCH TB	ANTB	751511 27 TUFT SCHEIN NEON ASST 720CS	27,459	843.37	802.76	379.39	2,025.52
ANCH TB	ANTB	751507 41T V-TRIM ANC ASST COMBO 432C	7,128	241.51	354.63	174.50	770.64
ANCH TB	ANTB	751493 41T SERRATED ASST 720C	28,512	960.00	1,051.09	505.01	2,516.10
ANCH TB	ANTB	751492 41T SERRATED ANC-COMBO 432C	792	30.60	39.40	19.39	89.39
ANCH TB	ANTB	751479 44T ANGLE ANCCIDENT-COMBO 432C	144	5.68	7.08	3.26	16.02



Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total	
ANCH TB	ANTB	751478	44T ANGLE ANCODENT ASST 432C	10,944	429.84	677.34	322.64	1,429.82
ANCH TB	ANTB	751475	22T ANGLE WHITE POLY	2,016	53.52	132.06	56.22	241.80
ANCH TB	ANTB	751466	22T ANGLE ANCODENT-COMBO 432C	2,088	56.51	146.54	65.27	268.32
ANCH TB	ANTB	751328	18T-TB PLY BLK/BLK NOCEL 1152C	6,192	156.40	275.36	121.06	552.82
ANCH TB	ANTB	751209	44T ANGLE ASST POLY SOFT 720C	6,480	239.62	299.43	139.43	678.48
ANCH TB	ANTB	751208	DARBY-1584 22T AN-POLY 720/CS	7,920	223.04	585.33	257.85	1,066.22
ANCH TB	ANTB	751207	DARBY-1582 44T AN-MED-POLY720C	2,160	85.76	108.33	51.00	245.09
ANCH TB	ANTB	751206	DARBY-1580 44T AN-SFT-POLY720C	5,040	201.22	252.78	119.01	573.01
ANCH TB	ANTB	751119	27B/A NEON DUAL4CLR NCEL 1152C	11,786	279.60	651.00	327.84	1,258.44
ANCH TB	ANTB	751118	27B/A NEON DUAL 4CLR 720CS	15,089	412.77	702.80	349.37	1,464.94
ANCH TB	ANTB	751117	41B/A NEON DUAL4CLR NCEL 1152C	5,292	199.57	329.69	163.94	693.20
ANCH TB	ANTB	751116	41B/A NEON DUAL 4 COLOR 720 CS	9,144	343.73	548.28	271.76	1,163.77
ANCH TB	ANTB	751057	41A PROP .006SERR 144C/1440SH	-	-	-	-	-
ANCH TB	ANTB	750985	41B RED W/GRN 1COLR NCEL 1152C	1,152	40.97	45.51	21.55	108.03
ANCH TB	ANTB	750984	41B GRN W/RED 1COLR NCEL 1152C	3,168	110.94	125.15	59.26	295.35
ANCH TB	ANTB	750971	41B/A NEON/NEON BR NOCEL 1152C	3,456	115.98	136.53	64.65	317.16
ANCH TB	ANTB	750872	41B/A 4-COLOR 'NOCELLO' 1152/C	4,608	152.61	182.04	86.20	420.85
ANCH TB	ANTB	750871	27B/A 4-COLOR 'NOCELLO' 1152/C	5,760	138.52	168.39	79.58	386.49
ANCH TB	ANTB	750686	41 ORNG NEON/GRN NYL-N/C-1152C	2,304	81.58	91.02	43.10	215.70
ANCH TB	ANTB	750565	2214-D NO CELLO ASST 736/CS	6,320	384.33	1,040.70	559.06	1,984.09
ANCH TB	ANTB	750518	41 V-TRIM POLY 007 COMBO 720/C	8,640	309.67	328.11	155.90	791.68
ANCH TB	ANTB	750517	DARBY-1612 41T-DUAL-POLY 720/C	6,192	348.19	244.62	115.83	708.64
ANCH TB	ANTB	750516	DARBY-1615 41T-SFT-PROP 720/CS	9,360	963.78	386.13	181.25	1,531.16
ANCH TB	ANTB	750511	DARBY-1602 18T SOFT-POLY 720/C	1,440	43.40	73.14	33.05	149.59
ANCH TB	ANTB	750479	41TB NEON PURPLE NOCELLO 1152C	12,672	375.45	500.61	237.05	1,113.11
ANCH TB	ANTB	750478	41TB NEON GREEN NO CELLO 1152C	13,248	413.57	523.36	247.82	1,184.75
ANCH TB	ANTB	750477	41TB NEON PINK NO CELLO 1152C	4,608	143.69	182.04	86.20	411.93
ANCH TB	ANTB	750476	41TB NEON ORANGE NOCELLO 1152C	11,520	352.41	455.10	215.50	1,023.01
ANCH TB	ANTB	750450	41-B/A TB-NEON ASST 720/CS	6,480	244.58	255.99	121.20	621.77
ANCH TB	ANTB	750449	41-B/A TB SPECIAL 4COLOR 720/C	1,800	66.45	71.11	33.67	171.23
ANCH TB	ANTB	750448	41TB-ANCODENT-COMBO ASST-432/C	2,520	92.46	124.91	61.51	278.88
ANCH TB	ANTB	750447	41-B TB NEON PURPLE 720/CS	5,040	185.16	199.10	94.27	478.53
ANCH TB	ANTB	750446	41-B TB NEON LIME GRN 720/CS	720	27.59	28.44	13.46	69.49
ANCH TB	ANTB	750445	41-B TB NEON PINK 720/CS	2,880	110.28	113.77	53.86	277.91
ANCH TB	ANTB	750441	27-B/A TB-NEON ASST 720/CS	10,224	289.18	298.89	141.26	729.33
ANCH TB	ANTB	750440	27-B/A TB SPECIAL 4COLOR 720/C	3,600	99.65	105.22	49.72	254.59
ANCH TB	ANTB	750439	27TB-ANCODENT-COMBO ASST-432/C	3,240	90.34	119.55	58.65	268.54
ANCH TB	ANTB	750438	27-B TB NEON PURPLE 720/CS	2,160	58.50	63.13	29.83	151.46
ANCH TB	ANTB	750436	27-B TB NEON PINK 720/CS	4,958	142.22	144.93	68.49	355.64
ANCH TB	ANTB	750435	27-B TB NEON ORANGE 720/CS	2,664	75.26	77.86	36.79	189.91
ANCH TB	ANTB	750381	41T PROP 008 NYL 144/CH 1440/C	-	-	-	-	-
ANCH TB	ANTB	750326	18T TB-BLK/BLK-016 NYL-720/CS	4,320	125.31	192.12	84.47	401.90
ANCH TB	ANTB	750314	DARBY-1618 41T-MED V-POLY720/C	4,320	164.62	170.66	80.81	416.09
ANCH TB	ANTB	750313	DARBY-1618 41T-MED-VPROP 720/C	2,160	172.74	78.25	37.74	288.73
ANCH TB	ANTB	750289	27T TB-PINK 720/CS	5,040	136.71	147.34	69.63	353.68
ANCH TB	ANTB	750278	41A V-TRIM-PROP-1GR/CS-1440/SH	7,200	582.62	260.82	125.80	969.24
ANCH TB	ANTB	750275	41T TB NO CELLO PINK 1152/CS	4,608	149.71	182.04	86.20	417.95
ANCH TB	ANTB	750274	27T TB NO CELLO PINK 1152/CS	3,456	81.18	101.02	47.74	229.94
ANCH TB	ANTB	750273	41B/A ASST LABEL (HEN.S) 720/C	12,240	478.16	483.55	228.97	1,190.68
ANCH TB	ANTB	750271	41T TB-NO CELLO-BLACK 1056/CS	3,168	54.31	125.15	59.26	238.72
ANCH TB	ANTB	750265	41-B TB-PINK 720/CS	33,120	1,201.87	1,308.43	619.57	3,129.87
ANCH TB	ANTB	750262	27T TB-NO CELLO-WHITE 1152/CS	6,912	161.82	202.07	95.50	459.39
ANCH TB	ANTB	750251	41A 'SCORE'PROP-1GR/CS-1440/SH	1,440	116.52	52.16	25.16	193.84
ANCH TB	ANTB	750238	28T TB-ANCODENT-ASST 432/CS	25,056	820.38	1,331.27	606.79	2,758.44
ANCH TB	ANTB	750128	2214-D ANCHOR DENTURE 144/CS	2,292	184.21	377.41	202.74	764.36
ANCH TB	ANTB	750104	41T TB-NO CELLO-WHITE 1152/CS	4,608	148.61	182.04	86.20	416.85
ANCH TB	ANTB	750103	41T TB-NO CELLO-GREEN 1152/CS	4,032	138.27	159.28	75.42	372.97
ANCH TB	ANTB	750102	41T TB-NO CELLO-YELLOW-1152/CS	2,304	75.03	91.02	43.10	209.15
ANCH TB	ANTB	750101	41T TB-NO CELLO-RED 1152/CS	5,002	166.80	197.80	93.57	457.77
ANCH TB	ANTB	750100	41T TB-NO CELLO-DK BLUE-1152/C	4,608	148.90	182.04	86.20	417.14
ANCH TB	ANTB	750099	41T TB-NO CELLO-LT BLUE-1152/C	2,304	74.61	91.02	43.10	208.73
ANCH TB	ANTB	750092	41T TB-ANCODENT-ASST 432/CS	3,672	131.34	180.31	89.00	400.65
ANCH TB	ANTB	750091	41-B/A TB-ASSORTED 720/CS	4,320	146.56	153.55	74.37	374.48
ANCH TB	ANTB	750090	41-B TB-WHITE 720/CS	-	-	-	-	-
ANCH TB	ANTB	750089	41-B TB-GREEN 720/CS	720	27.42	28.44	13.46	69.32
ANCH TB	ANTB	750088	41-B TB-YELLOW 720/CS	15,120	549.82	597.32	282.84	1,429.98
ANCH TB	ANTB	750087	41-B TB-RED 720/CS	10,152	376.70	401.08	189.90	967.66
ANCH TB	ANTB	750086	41-B TB-DK BLUE 720/CS	8,640	312.01	341.33	161.63	814.97
ANCH TB	ANTB	750085	41-B TB-LT BLUE 720/CS	10,152	367.31	401.05	189.90	958.26
ANCH TB	ANTB	750082	36T TB-ANCODENT-ASST 432/CS	12,744	432.80	829.49	381.34	1,643.63
ANCH TB	ANTB	750081	36-B/A TB-ASSORTED	720	23.98	38.83	17.22	80.03
ANCH TB	ANTB	750080	36-B TB-WHITE 720/CS	4,320	141.61	232.99	103.32	477.92
ANCH TB	ANTB	750079	36-B TB-GREEN 720/CS	1,440	49.82	77.86	34.44	161.92
ANCH TB	ANTB	750078	36-B TB-YELLOW 720/CS	2,880	95.21	155.33	68.88	319.42
ANCH TB	ANTB	750077	36-B TB-RED 720/CS	6,048	203.94	326.20	144.64	674.78
ANCH TB	ANTB	750076	36-B TB-DK BLUE 720/CS	2,160	70.93	116.50	51.66	239.09
ANCH TB	ANTB	750075	36-B TB-LT BLUE 720/CS	720	23.68	38.83	17.22	79.73

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
ANCH TB	ANTB	750070 28-B/A TB-ASSORTED 720/CS	1,440	47.32	64.04	28.15	139.51
ANCH TB	ANTB	750069 28-B TB-WHITE 720/CS	4,482	145.17	199.32	87.62	432.11
ANCH TB	ANTB	750068 28-B TB-GREEN 720/CS	1,944	66.10	86.45	38.01	190.56
ANCH TB	ANTB	750067 28-B TB-YELLOW 720/CS	2,322	75.77	103.26	45.39	224.42
ANCH TB	ANTB	750065 28-B TB-DK BLUE 720/CS	-	-	-	-	-
ANCH TB	ANTB	750064 28-B TB-LT BLUE 720/CS	1,584	51.46	70.44	30.96	152.86
ANCH TB	ANTB	750063 28-A TB-ASSORTED 288/CS	-	-	-	-	-
ANCH TB	WIP	750049 27T PROPRIONATE ASSORTED	7,273	422.96	168.32	96.04	687.32
ANCH TB	ANTB	750048 27T TB-NO CELLO-GREEN 1152/CS	5,760	148.75	168.39	79.58	396.72
ANCH TB	ANTB	750047 27T TB-NO CELLO-YELLOW-1152/CS	5,152	121.80	150.61	71.18	343.59
ANCH TB	ANTB	750046 27T TB-NO CELLO-RED 1152/CS	4,608	111.44	134.69	63.65	309.78
ANCH TB	ANTB	750045 27T TB-NO CELLO-DK BLUE-1152/C	8,064	189.15	235.73	111.41	536.29
ANCH TB	ANTB	750044 27T TB-NO CELLO-LT BLUE-1152/C	13,824	324.97	404.11	190.98	920.06
ANCH TB	ANTB	750037 27T TB-ANCODENT-ASST 432/CS	20,520	580.36	777.57	379.18	1,737.11
ANCH TB	ANTB	750036 27-B/A TB-ASSORTED 720/CS	3,312	87.60	91.20	43.64	222.44
ANCH TB	ANTB	750035 27-B TB-WHITE 720/CS	-	-	-	-	-
ANCH TB	ANTB	750034 27-B TB-GREEN 720/CS	-	-	-	-	-
ANCH TB	ANTB	750033 27-B TB-YELLOW 720/CS	5,760	157.09	168.39	79.58	405.06
ANCH TB	ANTB	750032 27-B TB-RED 720/CS	2,160	60.08	63.14	29.84	153.06
ANCH TB	ANTB	750031 27-B TB-DK BLUE 720/CS	75,888	2,055.85	2,218.64	1,048.53	5,323.02
ANCH TB	ANTB	750030 27-B TB-LT BLUE 720/CS	2,160	58.62	63.13	29.83	151.58
ANCH TB	ANTB	750028 18T-REXAIR #R841-BLK/BLK-1152/C	-	-	-	-	-
ANCH TB	ANTB	750020 18T TB-ANCODENT-ASST 432/CS	288	8.36	12.80	5.63	26.79
ANCH TB	ANTB	750019 18-B/A TB-ASSORTED 720/CS	2,160	61.30	96.06	42.23	199.59
ANCH TB	ANTB	750018 18-B TB-WHITE 720/CS	7,878	218.56	350.35	154.01	722.92
ANCH TB	ANTB	750017 18-B TB-GREEN 720/CS	1,440	43.67	64.04	28.15	135.86
ANCH TB	ANTB	750016 18-B TB-YELLOW 720/CS	720	20.15	32.02	14.07	66.24
ANCH TB	ANTB	750015 18-B TB-RED 720/CS	144	4.11	6.40	2.81	13.32
ANCH TB	ANTB	750013 18-B TB-LT BLUE 720/CS	720	20.05	32.02	14.07	66.14
ANCH TB	ANTB	750007 12-B TB-WHITE 720/CS	720	20.79	35.27	15.30	71.36
ANCH TB	ANTB	750005 12-B TB-YELLOW 720/CS	-	-	-	-	-
ANCH TB	ANTB	458181 38 TUFT BULK	-	-	-	-	-
ANCH TB	ANTB	458033 ANGLE SOFT-GRIP BLUE HANDLE	12,000	255.60	190.08	126.72	572.40
ANCH TB	WIP	458033 ANGLE SOFT-GRIP BLUE HANDLE	54	1.15	0.86	0.57	2.58
ANCH TB	ANTB	458032 ANGLE SOFT-GRIP RED HANDLE	11,799	255.02	186.89	124.59	566.50
ANCH TB	WIP	458032 ANGLE SOFT-GRIP RED HANDLE	-	-	-	-	-
ANCH TB	ANTB	458031 ANGLE SOFT-GRIP TEAL HANDLE	14,067	299.74	222.82	148.55	671.11
ANCH TB	WIP	458031 ANGLE SOFT-GRIP TEAL HANDLE	40	0.85	0.63	0.42	1.90
ANCH TB	ANTB	458030 ANGLE SOFT-GRIP PURPLE HANDLE	17,431	373.74	322.12	214.74	910.60
ANCH TB	ANTB	454987 41T PROPRIONATE BLUE	9,680	619.19	170.31	64.14	853.64
ANCH TB	ANTB	454986 41T PROPRIONATE ORANGE	10,301	650.47	181.24	68.25	899.96
ANCH TB	ANTB	454985 41T PROPRIONATE GREEN 880/BIN	8,800	556.52	154.83	58.30	769.65
ANCH TB	ANTB	454984 41T PROPRIONATE WATERMELON	10,560	627.21	185.79	69.97	882.97
ANCH TB	ANTB	453332 27T NEON YELLOW- PUR/GRN NYLON	14,112	279.75	412.58	194.99	887.32
ANCH TB	ANTB	453331 27T NEON PINK- BLUE/YEL NYLON	18,144	368.06	530.46	250.70	1,149.22
ANCH TB	ANTB	453330 27T NEON ORNG- GRN/BLUE NYLON	5,814	115.41	169.96	80.32	365.69
ANCH TB	ANTB	453329 27T NEON GRN- YEL/PURP NYLON	7,056	143.31	208.29	97.49	447.09
ANCH TB	ANTB	453328 41T NEON YELLOW- PRU/GRN NYLON	4,320	129.47	115.29	51.00	295.76
ANCH TB	ANTB	453327 41T NEON PINK- BLUE/YEL NYLON	3,840	117.51	151.70	71.84	341.05
ANCH TB	ANTB	453326 41T NEON ORNG- GRN/BLUE NYLON	2,400	72.01	94.81	44.88	211.70
ANCH TB	ANTB	453325 41T NEON GRN- YEL/PURP NYLON	5,680	174.00	224.39	106.26	504.65
ANCH TB	WIP	450553 41T NEON GRN- YEL/PURP NYLON	3,312	30.73	93.24	62.11	186.08
ANCH TB	ANTB	450422 44T ANGLE POLY ORANGE	5,926	68.50	140.73	52.99	262.22
ANCH TB	ANTB	450409 44T ANGLE POLY NEON PURPLE	16,800	197.18	399.00	150.26	746.44
ANCH TB	ANTB	450408 44T ANGLE POLY NEON LIME/GREEN	21,216	285.19	503.88	189.75	978.82
ANCH TB	ANTB	450407 44T ANGLE POLY NEON PINK	22,994	265.05	546.11	205.65	1,016.81
ANCH TB	ANTB	450406 44T ANGLE POLY NEON ORANGE	16,008	229.96	427.69	161.06	818.71
ANCH TB	ANTB	450399 22T ANGLE POLY NEON PURPLE	8,840	87.68	419.90	158.13	665.71
ANCH TB	ANTB	450398 22T ANGLE POLY NEON LIME/GREEN	6,200	70.33	294.50	110.90	475.73
ANCH TB	ANTB	450397 22T ANGLE POLY NEON PINK	14,584	142.10	692.74	260.87	1,095.71
ANCH TB	ANTB	450396 22T ANGLE POLY NEON ORANGE	16,254	175.26	772.07	290.74	1,238.07
ANCH TB	ANTB	450394 44T ANCHOR ANGLE PROP RED 714	-	-	-	-	-
ANCH TB	WIP	450393 44T ANCHOR ANGLE PROP RED 714	714	2.78	18.83	7.09	28.70
ANCH TB	ANTB	450392 44T ANCHOR ANGLE PROP PEACH714	-	-	-	-	-
ANCH TB	ANTB	450391 44T ANCHOR ANGLE PROP GRN 714C	-	-	-	-	-
ANCH TB	ANTB	450390 44T ANCHOR ANGLE PROP BLUE 714	-	-	-	-	-
ANCH TB	ANTB	450387 41T PROPRIONATE CLEAR	19,360	2,903.79	340.62	128.27	3,372.68
ANCH TB	ANTB	450098 22T ANGLE POLY WHITE	14,909	138.67	708.18	266.68	1,113.53
ANCH TB	ANTB	450097 22T ANGLE POLY GREEN	26,000	289.47	1,235.00	465.08	1,989.55
ANCH TB	ANTB	450096 22T ANGLE POLY RED	1,277	13.09	60.66	22.84	96.59
ANCH TB	ANTB	450093 44T ANGLE POLY YELLOW	7,936	89.93	188.48	70.98	349.39
ANCH TB	ANTB	450091 44T ANGLE POLY WHITE	9,800	107.78	232.75	87.65	428.18
ANCH TB	ANTB	450090 44T ANGLE POLY GREEN	7,700	111.91	182.88	68.87	363.66
ANCH TB	ANTB	450089 44T ANGLE POLY RED	11,284	136.89	268.00	100.92	505.81
ANCH TB	ANTB	450088 44T ANGLE POLY DK BLUE	8,400	92.95	199.50	75.13	367.58
ANCH TB	ANTB	450087 44T ANGLE POLY LT. BLUE	19,600	218.35	465.50	175.30	859.15

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
ANCH TB	ANTB	450086 41T POLY NEON YELLOW	22,426	267.12	355.36	133.82	756.30
ANCH TB	WIP	450086 41T POLY NEON YELLOW	230	2.74	3.64	1.37	7.75
ANCH TB	ANTB	450085 41T POLY NEON PURPLE	12,390	136.12	196.32	73.92	406.36
ANCH TB	ANTB	450084 41T POLY NEON LIME	2,400	30.18	38.03	14.32	82.53
ANCH TB	WIP	450084 41T POLY NEON LIME	101	1.27	1.60	0.60	3.47
ANCH TB	ANTB	450083 41T POLY NEON PINK	20,230	253.75	320.56	120.72	695.03
ANCH TB	ANTB	450082 41T POLY NEON ORANGE	29,736	355.36	471.20	177.44	1,004.00
ANCH TB	ANTB	450081 41T POLY DK GREEN	14,400	177.72	228.18	85.93	491.83
ANCH TB	WIP	450081 41T POLY DK GREEN	-	-	-	-	-
ANCH TB	ANTB	450080 27T PROPRIONATE PURPLE	249	16.34	1.44	0.96	18.74
ANCH TB	WIP	450080 27T PROPRIONATE PURPLE	5,665	371.83	32.87	21.92	428.62
ANCH TB	ANTB	450079 27T PROPRIONATE BLUE	10,778	366.95	62.54	41.69	471.18
ANCH TB	WIP	450079 27T PROPRIONATE BLUE	27,000	919.25	156.68	104.45	1,180.38
ANCH TB	ANTB	450078 27T PROPRIONATE WATERMELON	-	-	-	-	-
ANCH TB	WIP	450078 27T PROPRIONATE WATERMELON	51,000	1,670.20	295.95	197.30	2,163.45
ANCH TB	ANTB	450077 27T PROPRIONATE GREEN	-	-	-	-	-
ANCH TB	WIP	450077 27T PROPRIONATE GREEN	38,800	1,245.34	213.55	142.37	1,601.26
ANCH TB	ANTB	450076 27T POLY NEON YELLOW	11,550	102.65	137.36	51.73	291.74
ANCH TB	ANTB	450075 27T POLY NEON PURPLE	80,641	662.19	959.12	361.17	1,982.48
ANCH TB	ANTB	450074 27T POLY NEON LIME	48,579	455.42	577.78	217.57	1,250.77
ANCH TB	ANTB	450073 27T POLY NEON PINK	40,700	380.54	484.08	182.29	1,046.91
ANCH TB	ANTB	450072 27T POLY NEON ORANGE	25,500	227.37	303.30	114.22	644.89
ANCH TB	WIP	450072 27T POLY NEON ORANGE	364	3.25	4.33	1.63	9.21
ANCH TB	ANTB	450071 27T POLY DK GREEN	12,517	115.20	148.88	56.06	320.14
ANCH TB	ANTB	450058 41T POLY BLACK 1056/C	8,050	77.90	127.56	48.04	253.50
ANCH TB	ANTB	450057 41T POLY PINK	25,985	273.80	411.75	155.05	840.60
ANCH TB	ANTB	450056 41T POLY WHITE	2,400	24.72	38.03	14.32	77.07
ANCH TB	WIP	450056 41T POLY WHITE	500	5.15	7.92	2.98	16.05
ANCH TB	ANTB	450055 41T POLY YELLOW	14,400	152.83	228.18	85.93	466.94
ANCH TB	ANTB	450054 41T POLY RED	30,518	346.54	463.59	182.11	1,012.24
ANCH TB	ANTB	450052 41T POLY DK. BLUE	6,680	69.21	105.85	39.86	214.92
ANCH TB	ANTB	450051 41T POLY LT. BLUE	38,632	402.98	612.15	230.51	1,245.64
ANCH TB	ANTB	450046 36T POLY WHITE	8,400	77.49	265.89	100.13	443.51
ANCH TB	ANTB	450045 36T POLY YELLOW	939	8.92	29.72	11.19	49.83
ANCH TB	ANTB	450044 36T POLY RED	7,200	73.18	227.90	85.82	386.90
ANCH TB	WIP	450044 36T POLY RED	459	4.67	14.53	5.47	24.67
ANCH TB	ANTB	450043 36T POLY GREEN	14,400	159.01	455.82	171.65	786.48
ANCH TB	ANTB	450042 36T POLY DK. BLUE	8,400	77.96	265.86	100.12	443.96
ANCH TB	ANTB	450041 36T POLY LT. BLUE	7,200	67.27	227.90	85.82	380.99
ANCH TB	ANTB	450036 28T POLY WHITE	5,382	44.12	146.02	54.99	245.13
ANCH TB	ANTB	450035 28T POLY YELLOW	6,500	54.88	176.36	66.41	297.65
ANCH TB	ANTB	450034 28T POLY RED	1,500	13.53	40.70	15.33	69.56
ANCH TB	WIP	450034 28T POLY RED	-	-	-	-	-
ANCH TB	ANTB	450033 28T POLY GREEN	4,668	45.78	126.64	47.68	220.10
ANCH TB	WIP	450033 28T POLY GREEN	897	8.80	24.34	9.16	42.30
ANCH TB	ANTB	450032 28T POLY DK. BLUE	11,121	91.71	301.72	113.60	507.03
ANCH TB	WIP	450032 28T POLY DK. BLUE	1,500	12.37	40.70	15.33	68.40
ANCH TB	ANTB	450031 28T POLY LT. BLUE	3,588	29.79	97.34	38.66	163.79
ANCH TB	WIP	450031 28T POLY LT. BLUE	897	7.45	24.34	9.16	40.95
ANCH TB	ANTB	450028 27T POLY BLACK	31,500	228.42	374.68	141.09	744.17
ANCH TB	ANTB	450027 27T POLY PINK	30,000	233.65	358.81	134.36	724.82
ANCH TB	WIP	450027 27T POLY PINK	-	-	-	-	-
ANCH TB	ANTB	450026 27T POLY WHITE	23,975	184.78	285.15	107.37	577.30
ANCH TB	WIP	450026 27T POLY WHITE	4,500	34.68	53.52	20.16	108.36
ANCH TB	ANTB	450025 27T POLY YELLOW	25,500	202.39	303.29	114.21	619.89
ANCH TB	WIP	450025 27T POLY YELLOW	-	-	-	-	-
ANCH TB	ANTB	450024 27T POLY RED	25,500	216.27	303.30	114.22	633.79
ANCH TB	WIP	450024 27T POLY RED	-	-	-	-	-
ANCH TB	ANTB	450023 27T POLY GREEN	6,000	60.71	71.36	26.87	158.94
ANCH TB	WIP	450023 27T POLY GREEN	-	-	-	-	-
ANCH TB	ANTB	450022 27T POLY DK. BLUE	15,200	117.85	180.79	68.08	366.72
ANCH TB	WIP	450022 27T POLY DK. BLUE	1,900	14.73	22.60	8.51	45.84
ANCH TB	ANTB	450021 27T POLY LT. BLUE	3,356	26.19	39.91	15.02	81.12
ANCH TB	ANTB	450018 18T POLY BLACK	1,087	8.40	29.49	11.11	49.00
ANCH TB	ANTB	450016 18T POLY WHITE	10,500	86.28	284.89	107.28	478.45
ANCH TB	WIP	450016 18T POLY WHITE	825	8.78	22.38	8.43	37.59
ANCH TB	ANTB	450015 18T POLY YELLOW	-	-	-	-	-
ANCH TB	WIP	450015 18T POLY YELLOW	879	7.44	23.85	8.98	40.27
ANCH TB	ANTB	450013 18T POLY GREEN	15,218	164.39	412.89	155.49	732.77
ANCH TB	WIP	450013 18T POLY GREEN	-	-	-	-	-
ANCH TB	ANTB	450012 18T POLY DK. BLUE	5,435	44.93	147.46	55.53	247.92
ANCH TB	WIP	450012 18T POLY DK. BLUE	397	3.28	10.77	4.06	18.11
ANCH TB	ANTB	450011 18T POLY LT. BLUE	7,609	63.32	206.45	77.74	347.51
ANCH TB	CUST	190348 TYNEX NYLON MONOFILAMENT	-	-	-	-	-
ANCH TB	8GEM	152797 DUPONT .006X33 PK313 NYLON	137	1,214.85	-	-	1,214.85
ANCH TB	152668	BUNDLE FILM 3 +/- 1/8(2810)	6,500	77.35	-	-	77.35
ANCH TB	PPKG	152666 LA 102-6305 HENRY SCHEIN 38T	895	147.68	-	-	147.68

	Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
ANCH TB	CON	152654	ORANGE COLOR CON	100	859.00			859.00
ANCH TB	SHIP	152634	SH 541R 13-1/4X12X13-1/2	536	373.05			373.05
ANCH TB	SHIP	152629	DV 541R 11-1/2 X 6	19,240	465.60			465.60
ANCH TB	WIP	152629	DV 541R 11-1/2 X 6	1,500	36.30			36.30
ANCH TB	PPKG	152628	CB 541R 11-5/8 X 6-1/8 X 3-1/8	6,448	1,519.77			1,519.77
ANCH TB	WIP	152628	CB 541R 11-5/8 X 6-1/8 X 3-1/8	600	141.42			141.42
ANCH TB	RES	152621	PP AP8120-HS 20 MELT POLY	4,750	2,565.00			2,565.00
ANCH TB	WIP	152621	PP AP8120-HS 20 MELT POLY	211	113.94			113.94
ANCH TB	PPKG	152618	CB 5-1/8X1-3/4X9 1/4 W/WINDOW	1,874	534.09			534.09
ANCH TB	RES	152617	PP P4039 POLY 5 MELT	48,225	24,112.50			24,112.50
ANCH TB	WIP	152617	PP P4039 POLY 5 MELT	1,680	840.00			840.00
ANCH TB		152596	SH 72-CT ANCHOR DUAL MATERIAL	450	130.95			130.95
ANCH TB	CON	152572	CC MC83873 BLACK	108	442.80			442.80
ANCH TB	CON	152569	CC MC57294 VIOLET	217	941.78			941.78
ANCH TB	CON	152567	CC PC22564 WHITE	372	1,015.56			1,015.56
ANCH TB	WIP	152567	CC PC22564 WHITE	10	27.30			27.30
ANCH TB	NYL	152563	NY .008 X 33 VT908	100	732.80			732.80
ANCH TB	WIP	152563	NY .008 X 33 VT908	27	196.98			196.98
ANCH TB	NYL	152562	NY .007 X 33 VT908	229	1,955.39			1,955.39
ANCH TB	NYL	152561	NY .008 X 33 PK315	98	720.30			720.30
ANCH TB	NYL	152560	NY .007 X 33 PK315	117	863.40			863.40
ANCH TB	NYL	152559	NY .008 X 33 GR762	140	1,029.74			1,029.74
ANCH TB	NYL	152558	NY .007 X 33 GR762	305	2,611.17			2,611.17
ANCH TB	NYL	152557	NY .008 X 33 BL832	228	1,678.74			1,678.74
ANCH TB	NYL	152556	NY .008 X 33 BK482	146	1,073.10			1,073.10
ANCH TB	NYL	152555	NY .007 X 33 BK482	127	934.86			934.86
ANCH TB	NYL	151088	NY .012 X 45 NC410	974	6,819.40			6,819.40
ANCH TB	NYL	150749	NY .006 X 33 PK314	66	556.75			556.75
ANCH TB	NYL	150601	NY .007 X 33 0900HA GN740	290	2,477.79			2,477.79
ANCH TB	NYL	150600	NY .007 X 33 0900HA BL832	118	1,008.90			1,008.90
ANCH TB	NYL	150599	NY .007 X 33 0900HA VT901	214	1,827.12			1,827.12
ANCH TB	NYL	150597	NY .007 X 33 0900HQ RD201	803	6,142.17			6,142.17
ANCH TB	NYL	150596	NY .007 X 33 0900HA YL601	207	1,770.87			1,770.87
ANCH TB	NYL	150087	NY .014 X 33 (REPAIR) BK495	148	1,271.94			1,271.94
ANCH TB	NYL	150085	NY .012 X 20 NC410	114	795.20			795.20
ANCH TB	NYL	150083	NY .010 X 45 BK482	1,930	14,956.71			14,956.71
ANCH TB	NYL	150079	NY .009 X 45 BK482	588	5,023.13			5,023.13
ANCH TB	NYL	150077	NY .009 X 33 WT101	10	70.00			70.00
ANCH TB	NYL	150076	NY .009 X 33 NC410	98	686.00			686.00
ANCH TB	NYL	150074	NY .008 X 45 BK482	927	7,921.57			7,921.57
ANCH TB	NYL	150073	NY .008 X 33 WT101	199	1,634.26			1,634.26
ANCH TB	NYL	150072	NY .008 X 33 NC410	345	2,551.52			2,551.52
ANCH TB	NYL	150069	NY .007 X 33 WT101	160	1,314.46			1,314.46
ANCH TB	NYL	150068	NY .007 X 33 NC410	2,118	15,673.94			15,673.94
ANCH TB	NYL	150067	NY .006 X 33 BL801	307	2,610.35			2,610.35
ANCH TB	NYL	150065	NY .006 X 33 NC410 PIS	113	805.09			805.09
ANCH TB	OBRM	151185	CC360A-20091-12 WATERMELON OBS	499	1,392.21			1,392.21
ANCH TB	OBRM	150944	P-62279A GREEN PRECISION POLY	117	325.26			325.26
ANCH TB	OBRM	150693	P-35072 PINK DENTAX WWF	944	2,794.24			2,794.24
ANCH TB	PPKG	152235	CB #155N	4,152	736.55			736.55
ANCH TB	PPKG	151396	CHIPBOARD #104 SCHEIN	14,989	5,169.41			5,169.41
ANCH TB	PPKG	150204	CB 527 27T 5 GROSS P/U	2,400	523.20			523.20
ANCH TB	PPKG	150188	CB 104 5 GROSS PACK UP	4,500	768.90			768.90
ANCH TB	PPKG	150185	CB 103 2-3/4 X 9-7/8 X 2-5/8	8,150	1,423.86			1,423.86
ANCH TB	PPKG	150184	CB 101 INSTITUTIONAL PACK	1,350	132.03			132.03
ANCH TB	PPKG	150166	CB RI-144 41T PROPIONATE	500	195.50			195.50
ANCH TB	SHIP	152240	DIVIDERS BULK GSK	20,044	1,603.52			1,603.52
ANCH TB	SHIP	152220	FLEXFILLER PAD	6,000	957.00			957.00
ANCH TB	SHIP	150360	SH JB-2 MISC.	213	297.34			297.34
ANCH TB	SHIP	150329	BOX PGJ 400	437	179.17			179.17
ANCH TB	SHIP	150328	SH PGA 400 41T 400 BULK P/U	6,700	2,552.69			2,552.69
ANCH TB	SHIP	150207	DVIDER 541-41T 5 GR6 X10-5/8"	5,705	170.00			170.00
ANCH TB	SHIP	150205	DVIDER 527 27T 5 GROSS	527	21.09			21.09
ANCH TB	SHIP	150168	DV RI-144 SMALL	450	92.25			92.25
ANCH TB	SHIP	150167	DV RI-144 LARGE	2,150	494.50			494.50
ANCH TB	SHIP	150164	SH PHB-X 27 TUFT/BULK	550	300.85			300.85
ANCH TB	SHIP	150162	SH HB-8 ANCODENT/MISC.	9,385	5,049.13			5,049.13
ANCH TB	SHIP	150158	SH 220 5 GROSS MISC.	6,289	5,433.69			5,433.69
ANCH TB	SHIP	150156	SH 211B PACKING BOX	407	192.86			192.86
ANCH TB	SHIP	150155	SH 210-P PAD	90	10.89			10.89
ANCH TB	SHIP	150154	SH 210 MISC.	358	197.25			197.25
ANCH TB	SHIP	150152	SH 208 15-1/2" X 15" X 11-7/8"	68	55.64			55.64
ANCH TB	WIP	152502	WHITE TISSUE PAPER TG265	500	8.90			8.90
ANCH TB	WIP	151088	NY .012 X 45 NC410					
ANCH TB	WIP	150749	NY .006 X 33 PK314					
ANCH TB	WIP	150360	SH JB-2 MISC.	35	48.86			48.86
ANCH TB	WIP	150204	CB 527 27T 5 GROSS P/U	400	87.20			87.20

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020703 Schedule 2.1(e) Included Inventory

INCLUDED INV

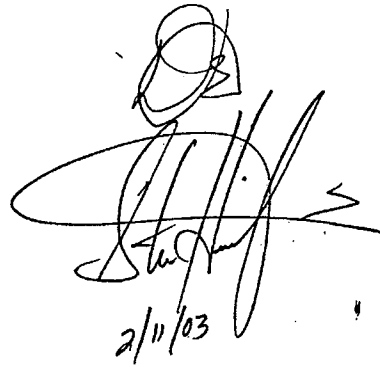
Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
ANCH TB	WIP	150200 DIVIDER 176 DISPOSABLE	261	16.44			16.44
ANCH TB	WIP	150184 CB 101 INSTITUTIONAL PACK	600	58.68			58.68
ANCH TB	WIP	150087 NY .014 X 33 (REXAIR) BK495	21	179.74			179.74
ANCH TB	WIP	150083 NY .010 X 45 BK482					-
ANCH TB	WIP	150079 NY .009 X 45 BK482					-
ANCH TB	WIP	150074 NY .008 X 45 BK482					-
ANCH TB	WIP	150073 NY .008 X 33 WT101	16	129.56			129.56
ANCH TB	WIP	150072 NY .008 X 33 NC410	28	207.20			207.20
ANCH TB	WIP	150069 NY .007 X 33 WT101					-
ANCH TB	WIP	150068 NY .007 X 33 NC410					-
ANCH TB	WIP	150067 NY .006 X 33 BL801					-
ANCH TB	WIP	150065 NY .006 X 33 NC410 PIS	11	77.22			77.22
ANCH TB	WIP	150055 MC-8076A BLACK ANCHOR	25	44.50			44.50
ANCH DENT	450180	DENTURE BR*ANCODENT*ASSORTED H	4,870	60.77	1,106.47	618.61	1,785.85
ANCH DENT	450065	ANCHOR DENTURE YELLOW	20,579	235.59	397.56	265.04	898.19
ANCH DENT	450064	ANCHOR DENTURE RED	20,970	256.97	405.11	270.07	932.15
ANCH DENT	150427	FM 5" K19SHB20 DENTURE CELLO	172	470.18			470.18
ANCH DENT	8GEM	150183 ANCODENT DENT AST COL CB LABEL	94,000				-
ANCH DENT	ANTB	750125 2214 DENTURE*ANCODENT*-144/CS	696	56.37	259.29	141.01	456.67
ANCH DENT	ANTB	450066 ANCHOR DENTURE WHITE	18,126	211.80	350.17	233.45	795.42
ANCH DENT	ANTB	450063 ANCHOR DENTURE GREEN	18,583	247.60	359.00	239.33	845.93
ANCH DENT	ANTB	450062 ANCHOR DENTURE DK. BLUE	21,147	236.34	408.53	272.35	917.22
ANCH DENT	ANTB	450061 ANCHOR DENTURE LT. BLUE	20,140	228.63	389.08	259.39	875.10
ANCH DENT	NYL	150088 NY .014 X 14 STRANDS NC410	415	3,710.67			3,710.67
ANCH DENT	SHIP	150159 SH 316 DENTURE BRUSH	9,225	7,111.53			7,111.53
ANCH DENT	WIP	150088 NY .014 X 14 STRANDS NC410					-
TOTAL ANCHOR			3,053,454	323,980.03	110,078.04	58,101.21	492,159.28
OTHER CUSTOMERS							
OTHER	458218	ACTION PLUS TWIN AM/W-BLK 648	244	12.91	37.10	21.86	71.87
OTHER	152781	INSERT (ADT FLOOR STAND)	200	160.60			160.60
OTHER	152756	BK PIS TOOTHBRUSH TWIN PACK	142,500	12,639.75			12,639.75
OTHER	152755	BK PIS SPOON & FORK COMBO	68,625	6,087.03			6,087.03
OTHER	152704	OP CUP FOR PLAY IT SAFE	1,300	53.82			53.82
OTHER	152672	BK SAF-T-FORK	15,925	1,448.86			1,448.86
OTHER	152671	BK SAF-T-SPOON	5,200	473.10			473.10
OTHER	BK	152770 ACTION PLUS TWIN BK MEDIUM	16,500	19,635.00			19,635.00
OTHER	CUST	152793 HANG CLIP (ADT FLOOR STAND)	300				-
OTHER	CUST	152792 HAND PEG (ADT FLOOR STAND)	1,232				-
OTHER	PPKG	152771 ACTION PLUS TWIN CHIPBOARD	15,000	4,125.00			4,125.00
OTHER	PPKG	152769 ACTION PLUS TWIN BK SOFT	8,600	10,234.00			10,234.00
OTHER	PPKG	152768 ACTION PLUS BRUSH HEAD LABEL	188,500	2,105.55			2,105.55
OTHER	PPKG	152767 ACTION PLUS BLISTER LABEL	235,000	4,699.77			4,699.77
OTHER	PPKG	152577 BL REMBRANDT TWIN 6-UP 150/CS	41,747	13,776.51			13,776.51
OTHER	REMB	752102 ACTION PLUS MED TWIN ASST 120	1,320	313.67	239.75	143.16	696.58
OTHER	REMB	752101 ACTION PLUS TWIN ASST SFT 120	8,640	2,069.74	1,569.35	937.09	4,576.18
OTHER	REMB	458229 ACTION PLUS ASST.MED.TWIN 648	1,920	809.79	645.76	382.00	1,837.55
OTHER	REMB	458222 ACTION PLUS TWIN A/M/W-PINK 648	8,400	444.69	1,277.49	752.57	2,474.75
OTHER	REMB	458221 ACTION PLUS TWIN A/M/W-BLUE 648	4,777	253.94	726.48	427.96	1,408.38
OTHER	REMB	458220 ACTION PLUS TWIN A/M/W-VIOLET 648	804	42.62	122.27	72.03	238.92
OTHER	REMB	458217 ACTION PLUS TWIN A/S/W-PNK 648	9,544	505.25	1,451.47	855.05	2,811.77
OTHER	REMB	458216 ACTION PLUS TWIN A/S/W-BL 648	17,968	978.98	2,732.61	1,609.75	5,319.34
OTHER	REMB	458215 ACTION PLUS TWIN A/S/W-VIO 648	5,440	294.95	827.33	487.37	1,609.65
OTHER	REMB	458214 ACTION PLUS TWIN A/S/W-GRN 648	6,160	371.86	936.82	551.88	1,860.56
OTHER	REMB	458213 ACTION PLUS TWIN A/S/W-BLK 648	2,720	143.95	413.66	243.68	801.29
OTHER	REMB	458211 ACTION PLUS HDL W/BLUE 500	6,800	254.70	680.22	453.48	1,388.40
OTHER	REMB	458210 ACTION PLUS HDL W/VIOLET 500	10,943	408.18	1,094.65	729.77	2,232.60
OTHER	SHIP	152773 ACTION PLUS MED.TWIN SHIPPER	3,133	1,444.31			1,444.31
OTHER	SHIP	152772 ACTION PLUS TWIN SOFT SHIPPER	3,403	1,568.78			1,568.78
OTHER		458224 ACTION PLUS TWIN ASST SOFT	840	357.50	282.52	167.13	807.15
OTHER		458223 ACTION PLUS TWIN LABEL BLISTER	4,213	2,966.07	189.59	84.26	3,239.92
TOTAL OTHER CUSTOMERS			837,898	88,678.88	13,227.07	7,919.04	109,824.99
UNSPECIFIED CUSTOMERS (WIP)							
??	WIP	751795	7,200	265.38	248.07	118.63	630.08
?	CUST	192005	288				-
?	WIP	192005	56,520				-
?		152642 PP BOREALIS BS125MO	18,150	8,779.16			8,779.16
?	WIP	152642 PP BOREALIS BS125MO	350	169.30			169.30

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020703 Schedule 2.1(e) Included Inventory

INCLUDED INV

	Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
?	WIP	152099		27	202.50			202.50
?	WIP	152098		24	180.00			180.00
?	WIP	152097		28	210.00			210.00
	WIP	450011	18T POLY LT. BLUE	450	3.74	12.21	4.60	20.55
	WIP	400036		796	6.53	21.60	8.13	36.26
	WIP	400035		897	7.57	24.34	9.16	41.07
	WIP	192074		24,984				-
	WIP	192031		12,624				-
	UNSPECIFIED TOTAL			122,338	9,824.18	304.22	140.52	10,268.92



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**Schedule 2.1(f)**

**Assumed Contracts**

**Open Orders**

[16063.001] 300451.6

Schedule 2.2

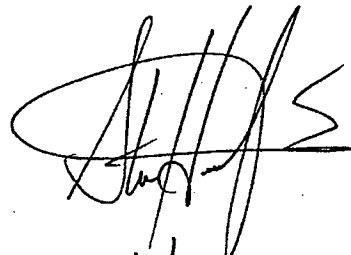

Excluded Assets

Open Orders specifically exclude orders from Glaxo SmithKline Beecham or The Proctor & Gamble Manufacturing Company or any affiliate of the foregoing.

12/31/02 Inventory specifically excludes Inventory dedicated to Glaxo SmithKline Beecham or The Proctor & Gamble Manufacturing Company or any affiliate of the foregoing. As of \_\_\_\_\_, 2003, a list of excluded inventory is on the attached Schedule.

Grooved Wire Patent U.S. No. 5,740,579, including the patents listed on the attached Schedule.

The right to use Anchor Brush tooling presently configured to manufacture Oral B Cross-Action® Toothbrush, i.e., the configuration of applicable tooling may not be utilized without violating the property rights of Oral B.

  
2/11/03 



**Schedule 2.2**

**PART I**

**[Excluded Inventory]**

**PART II**

**[Excluded Patents]**

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EXCLUDED INV

020703 Schedule 2.2 Part I Excluded Inventory EXCLUDED INV

Excluded Brush Inventory Analysis -Inc. WIP 28-Dec-02	Qty.	Material	Variable	Fixed	Total
P&G	769,446	\$ 8,387.61	\$ 2,164.61	\$ 1,256.75	\$ 11,808.97
GSK	1,397,099	#####	\$ 11,830.23	\$ 7,153.04	#####
OBSOLETE	83,350	\$ 27,738.05	\$ 1,505.96	\$ 567.14	\$ 29,811.12
<b>GRAND TOTAL</b>	<b>2,249,895</b>	<b>#####</b>	<b>\$ 15,500.80</b>	<b>\$ 8,976.90</b>	<b>#####</b>

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
<b>P&amp;G INVENTORY</b>							
P&G	192028	CREST #76 TRIPLE EFCT 84903853	31,248	-	-	-	-
P&G	151866	UBC P&G 42426045 - IMPRINTING	1,600	56.45	-	-	56.45
P&G	CUST 192004	CREST #40 BR W/BLK BC#84902110	-	-	-	-	-
P&G	CUST 192003	CRESTS YTH #30 GERMNY 84902109	14,976	-	-	-	-
P&G	CUST 192002	CREST CXSA #9 GERMANY 84902107	83,160	-	-	-	-
P&G	CUST 192001	CREST FSA #8 GERMANY 84902106	149,976	-	-	-	-
P&G	CUST 192000	CREST CSA #7 GERMANY 84902105	85,320	-	-	-	-
P&G	760074	TRIPPLE EFFECT #74 84907089	-	-	-	-	-
P&G	760037	CREST#76 TRIPLE EFCT 84903854	-	-	-	-	-
P&G	751920	CRST GRMNY SKU#93 DUAL ACTION	-	-	-	-	-
P&G	751918	CRST GRMNY FLX#72 18839 72/CS	-	-	-	-	-
P&G	751917	CRST GRMNY SKU#40 CLD18981 72C	-	-	-	-	-
P&G	751916	CRST GRMNY SKU#30 YTH18980 72C	-	-	-	-	-
P&G	751915	CRST GRMNY SKU#9 CSA 22472 72C	-	-	-	-	-
P&G	751914	CRST GRMNY SKU #8 FSA 22473 72	-	-	-	-	-
P&G	751913	CREST GERMANY SKU#7 22471 72C	-	-	-	-	-
P&G	SHIP 151867	GERMANY SHIPPER FOR IMPRINTING	2,100	321.93	-	-	321.93
P&G	WIP 760074	TRIPPLE EFFECT #74 84907089	864	32.32	48.01	31.95	112.28
P&G	WIP 760037	CREST#76 TRIPLE EFCT 84903855	4,968	185.85	276.08	-	461.93
P&G	WIP 751920	CRST GRMNY SKU#93 DUAL ACTION	4,752	177.77	264.08	175.73	617.58
P&G	WIP 751918	CRST GRMNY FLX#72 18839 72/CS	3,600	134.67	200.03	133.13	467.83
P&G	WIP 751917	CRST GRMNY SKU#40 CLD18981 72C	4,752	177.77	264.08	175.73	617.58
P&G	WIP 751916	CRST GRMNY SKU#30 YTH18980 72C	4,824	180.46	268.08	178.40	626.94
P&G	WIP 751915	CRST GRMNY SKU#9 CSA 22472 72C	1,296	48.48	72.02	47.93	168.43
P&G	WIP 751914	CRST GRMNY SKU #8 FSA 22473 73	5,040	188.54	280.08	186.38	655.00
P&G	WIP 751913	CREST GERMANY SKU#7 22471 72C	8,856	331.30	492.15	327.50	1,150.95
P&G	WIP 192028	CREST #76 TRIPLE EFCT 84903853	4,260	-	-	-	-
P&G	WIP 192004	CREST #40 BR W/BLK BC#84902110	1,752	-	-	-	-
P&G	WIP 192003	CRESTS YTH #30 GERMNY 84902109	29,840	-	-	-	-
P&G	WIP 192002	CREST CXSA #9 GERMANY 84902107	44,940	-	-	-	-
P&G	WIP 192001	CREST FSA #8 GERMANY 84902106	51,540	-	-	-	-
P&G	WIP 192000	CREST CSA #7 GERMANY 84902105	94,080	-	-	-	-
P&G	WIP 151867	GERMANY SHIPPER FOR IMPRINTING	5,550	850.82	-	-	850.82
P&G	WIP 151866	UBC P&G 42426045 - IMPRINTING	161,600	5,701.25	-	-	5,701.25
<b>P&amp;G TOTAL</b>			<b>769,446</b>	<b>8,387.61</b>	<b>2,164.61</b>	<b>1,256.75</b>	<b>11,808.97</b>

**GSK INVENTORY**

GSK	WIP	752106	00131D DRAGON TALES W/CAP 24C	26,400	3,234.46	2,940.25	1,697.02	7,871.73
GSK	WIP	458250	T-FLEX MACLEANS PUR/VBL SIB 325	2,352	430.83	175.98	105.75	712.54
GSK	WIP	458249	T-FLEX MACLEANS GRN/VBL SIB 325	1,008	186.44	75.41	45.32	307.17
GSK	WIP	458248	T-FLEX MACLEANS PNK/YLW SIB325	4,032	740.22	301.64	181.29	1,223.15
GSK	SKTB	458246-BB	MACLEANS BB PURPLE/BLUE	-	-	-	-	-
GSK	SKTB	458245-BB	MACLEANS BB GREEN/BLUE	-	-	-	-	-
GSK	SKTB	458234-BP	DRAGONTALE PURPLE BULK PACK	8,056	443.73	410.29	198.09	1,052.11
GSK	SKTB	458233-BP	DRAGONTALE GREEN BULK PACK	-	-	-	-	-
GSK	SKTB	458232-BP	DRAGONTALE PINK BULK PACK	-	-	-	-	-
GSK	SKTB	458231-BP	DRAGONTALE BLUE BULK PACK	-	-	-	-	-
GSK	SKTB	752106	00131D DRAGON TALES W/CAP 24C	-	-	-	-	-
GSK	SKTB	751658	S88517877 MACLEANS ASST. 96/CS	-	-	-	-	-
GSK	SKTB	458250	T-FLEX MACLEANS PUR/VBL SIB 324	3,528	646.24	263.93	158.63	1,068.80
GSK	SKTB	458249	T-FLEX MACLEANS GRN/VBL SIB 324	6,384	1,180.76	477.59	287.05	1,945.40
GSK	SKTB	458248	T-FLEX MACLEANS PNK/YLW SIB324	3,696	678.53	276.50	166.18	1,121.21
GSK	SKTB	458247	T-FLEX MACLEANS TEAL/GR SIB324	2,160	396.30	181.59	97.12	655.01
GSK	8GEM	458244-BB	MACLEANS BB PINK/YELLOW	-	-	-	-	-
GSK	8GEM	458243-BB	MACLEANS BB TEAL/GREEN	-	-	-	-	-
GSK		458234-BB	PURPLE/BLUE BB (84704)	-	-	-	-	-
GSK		458233-BB	GREEN/BLUE BB (84704)	-	-	-	-	-
GSK		458232-BB	PINK/YELLOW BB (84704)	750	33.53	30.47	18.44	82.44
GSK		458231-BB	TEAL/GREEN BB (84704)	-	-	-	-	-
GSK	WIP	458247	T-FLEX MACLEANS TEAL/GR SIB325	4,872	893.87	384.48	219.08	1,477.41
GSK	SKTB	458246	T-FLEX MACLEANS PUR/VBL BP 168	-	-	-	-	-
GSK	SKTB	458245	T-FLEX MACCLEAN GRN/VBL BP 168	-	-	-	-	-
GSK	SKTB	458244	T-FLEX MACLEANS PNK/YLW BP 168	-	-	-	-	-
GSK	SKTB	458243	T-FLEX MACLEANS TEAL/GRN BP168	-	-	-	-	-
GSK	SKTB	458242	T-FLEX MACLEANS PURP/BLUE 512	6,956	231.45	90.97	60.69	383.11
GSK	SKTB	458241	T-FLEX MACCLEANS GREEN/VBL 512	-	-	-	-	-
GSK	SKTB	458240	T-FLEX MACLEANS PINK/YL 512	31,232	1,052.00	408.46	272.48	1,732.92
GSK	SKTB	458239	T-FLEX MACLEANS TEAL/GRN 512	19,456	649.43	254.45	169.73	1,073.61

Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
GSK	SKTB 458238	DRAGON TALE PURP/BLUE SIB 225	1,880	188.66	142.66	82.65	411.97
GSK	WIP 458238	DRAGON TALE PURP/BLUE SIB 225	989	108.12	83.98	48.65	240.76
GSK	SKTB 458237	DRAGON TALE GREEN/BLUE SIB 225	23,880	2,653.11	2,027.84	1,174.82	5,855.77
GSK	WIP 458237	DRAGON TALE GREEN/BLUE SIB 225	59	6.56	5.01	2.90	14.47
GSK	SKTB 458236	DRAGON TALE PINK/YLW SIB 225	4,080	447.70	346.47	200.73	994.90
GSK	WIP 458236	DRAGON TALE PINK/YLW SIB 225	23	2.52	1.95	1.13	5.60
GSK	SKTB 458235	DRAGON TALE TEAL/GREEN SIB 225	-	-	-	-	-
GSK	WIP 458235	DRAGON TALE TEAL/GREEN SIB 225	78	8.55	6.62	3.84	19.01
GSK	SKTB 458233	DRAGON TALE GREEN/BLUE BP 120	-	-	-	-	-
GSK	SKTB 458232	DRAGON TALE PINK/YELLOW BP 120	-	-	-	-	-
GSK	SKTB 458231	DRAGON TALE TEAL/GREEN BP 120	-	-	-	-	-
GSK	SKTB 458230	DRAGONTALE LAB BLISTER 12/TRAY	1,360	560.16	47.41	24.81	632.38
GSK	WIP 458230	DRAGONTALE LAB BLISTER 12/TRAY	-	-	-	-	-
GSK	SKTB 458228	TFLEX DRAGON TALE PUR/BL 512	83,456	2,776.97	1,514.19	1,009.46	5,300.62
GSK	WIP 458228	TFLEX DRAGON TALE PUR/BL 512	-	-	-	-	-
GSK	SKTB 458227	TFLEX DRAGON TALE GREEN/BL 512	5,120	179.48	92.90	61.93	334.31
GSK	WIP 458227	TFLEX DRAGON TALE GREEN/BL 512	-	-	-	-	-
GSK	SKTB 458226	TFLEX DRAGON TALE PINK/YL 512	12,800	431.14	232.23	154.82	818.19
GSK	WIP 458226	TFLEX DRAGON TALE PINK/YL 512	-	-	-	-	-
GSK	SKTB 458225	TFLEX DRAGON TALE TEAL/GRN 512	48,128	1,606.48	873.22	582.14	3,061.84
GSK	8GEM 454973	MACLEANS LAB BLISTER 12/TRAY	3,000	2,493.90	104.58	54.72	2,653.20
GSK	SKTB 454962	SB AQUAFRESH T-FLEX GRN/YELLOW	300	16.83	15.28	9.44	41.55
GSK	SKTB 454961	SB AQUAFRESH T-FLEX PUR/PINK	1,020	45.68	51.95	32.08	129.71
GSK	SKTB 454959	SB AQUAFRESH T-FLEX RED/GREEN	1,020	48.52	51.95	32.08	132.55
GSK	CUST 192029	26558 ZAK/WHEEZIE TRAVEL CAP	251,000	-	-	-	-
GSK	WIP 192029	26558 ZAK/WHEEZIE TRAVEL CAP	-	-	-	-	-
GSK	CUST 192028	26557 ORD TRAVEL CAPS	72,800	-	-	-	-
GSK	WIP 192028	26557 ORD TRAVEL CAPS	-	-	-	-	-
GSK	CUST 192027	26556 CASSIE TRAVEL CAP	464,400	-	-	-	-
GSK	WIP 192027	26556 CASSIE TRAVEL CAP	4,200	-	-	-	-
GSK	190391	SB T-FLEX PALLET SLIPSHEET	1,075	1,075.00	-	-	1,075.00
GSK	SHIP 152789	GSK USA SHIPPER(41257XA)	9,875	2,488.50	-	-	2,488.50
GSK	WIP 152789	GSK USA SHIPPER(41257XA)	1,500	378.00	-	-	378.00
GSK	PPKG 152787	DRAG TALE BLIST LABEL (61283XA)	35,350	397.33	-	-	397.33
GSK	WIP 152787	DRAG TALE BLIST LABEL (61283XA)	-	-	-	-	-
GSK	PPKG 152786	GSK USA BACKERCARD(22072X1)	-	-	-	-	-
GSK	WIP 152786	GSK USA BACKERCARD(22072X1)	21,200	7,807.96	-	-	7,807.96
GSK	CON 152785	PC58178 PURPLE 2587C DRAGON TA	730	2,452.90	-	-	2,452.90
GSK	CON 152784	MC58180 BLUE 2985C DRAGON TALE	900	3,114.00	-	-	3,114.00
GSK	WIP 152784	MC58180 BLUE 2985C DRAGON TALE	20	69.20	-	-	69.20
GSK	CON 152783	PC64524 GREEN 354C DRAGON TALE	830	4,614.80	-	-	4,614.80
GSK	WIP 152783	PC64524 GREEN 354C DRAGON TALE	50	278.00	-	-	278.00
GSK	CON 152782	MC43322 YELLOW 113C DRAGON TAL	844	3,730.48	-	-	3,730.48
GSK	CON 152781	PC39114 PINK 1785C DRAGON TALE	630	2,072.70	-	-	2,072.70
GSK	CON 152780	MC84525 GREEN 366C DRAGON TALE	1,000	3,860.00	-	-	3,860.00
GSK	CON 152779	PC58179 TEAL 632C DRAGON TALES	1,000	3,250.00	-	-	3,250.00
GSK	RES 152620	BK SKB-C 89045CA 3-UP 42MM	12,370	1,610.57	-	-	1,610.57
GSK	RES 152615	TPE Y5502-0000 NATURAL	2,580	3,354.00	-	-	3,354.00
GSK	SHIP 152613	SH FLEXOSAURUS 12468 CANADA 42	61	12.08	-	-	12.08
GSK	RES 152574	TPE DYNAFLEX 66713-001 NATURAL	4,000	10,440.00	-	-	10,440.00
GSK	WIP 152574	TPE DYNAFLEX 66713-001 NATURAL	80	208.80	-	-	208.80
GSK	PPKG 152301	LABEL NEW MACLEANS FLEX	86,745	2,394.16	-	-	2,394.16
GSK	8GEM 152241	CENTER SUPPORT FOR BULK GSK	-	-	-	-	-
GSK	SHIP 152238	SH AUS. FLEXOSAURUS 12-PACK	4,125	1,744.87	-	-	1,744.87
GSK	WIP 152238	SH AUS. FLEXOSAURUS 12-PACK	400	169.20	-	-	169.20
GSK	PPKG 152237	CB SKB 8-PACK AUSTRALIA	7,500	2,826.00	-	-	2,826.00
GSK	WIP 152237	CB SKB 8-PACK AUSTRALIA	3,439	1,295.82	-	-	1,295.82
GSK	PPKG 152227	BK AUSTRALIA T-FLEX	3,600	3,006.36	-	-	3,006.36
GSK	CON 152162	CC P-55585C PURPLE T-FLEX	80	207.20	-	-	207.20
GSK	CON 152155	CC P-36937C RED AQUA FRESH	56	353.92	-	-	353.92
GSK	CON 152154	CC P-55789 TEAL A/FRESH	254	619.76	-	-	619.76
GSK	CON 152153	CC P-63148 GREEN A/FRESH	200	778.00	-	-	778.00
GSK	CON 152117	CC M-42399A YELLOW T-FLEX	172	1,381.16	-	-	1,381.16
GSK	CON 152116	CC M-630388 GREEN T-FLEX	227	1,448.26	-	-	1,448.26
GSK	CON 152115	CC M-36962A MAUVE T-FLEX	132	752.40	-	-	752.40
GSK	CON 152114	CC M-36969 PINK T-FLEX	194	1,647.06	-	-	1,647.06
GSK	RES 152100	TPE TF3AAE THERMOIAST K COM	3,000	4,804.80	-	-	4,804.80
GSK	WIP 152100	TPE TF3AAE THERMOIAST K COM	610	976.98	-	-	976.98
GSK	PPKG 152087	BLISTER T-FLEX AQUAFRESH	-	-	-	-	-
GSK	PPKG 152082	LABEL A.F. FLEXOSAURUS KIDS	89,000	2,020.30	-	-	2,020.30
GSK	RES 151123	PR PROP 371A-2R300-08 NATURAL	1,201	2,269.89	-	-	2,269.89
GSK	WIP 151123	PR PROP 371A-2R300-08 NATURAL	110	207.90	-	-	207.90
GSK	NYL 152778	.006 X 33 VIOLET NYLON # VT901	486	4,302.87	-	-	4,302.87
GSK	NYL 152777	.006 X 33 GREEN NYLON #GN779	275	2,431.98	-	-	2,431.98
GSK	WIP 152777	.006 X 33 GREEN NYLON #GN779	-	-	-	-	-
GSK	NYL 152776	.006 X 33 YELLOW NYLON # YL629	185	1,638.13	-	-	1,638.13
GSK	WIP 152776	.006 X 33 YELLOW NYLON # YL629	-	-	-	-	-
GSK	NYL 152775	.006 X 33 BLUE NYLON #BL869	404	3,571.85	-	-	3,571.85
GSK	WIP 152775	.006 X 33 BLUE NYLON #BL869	-	-	-	-	-
GSK	NYL 152774	.006 X 33 GREEN NYLON # GN769	334	2,955.90	-	-	2,955.90
GSK	WIP 152774	.006 X 33 GREEN NYLON # GN769	-	-	-	-	-
<b>TOTAL GSK</b>			<b>1,397,099</b>	<b>117,389.16</b>	<b>11,830.23</b>	<b>7,153.04</b>	<b>136,372.43</b>


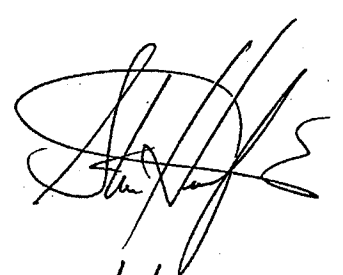
OBSOLETE

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EXCLUDED INV

020703 Schedule 2.2 Part I Excluded Inventory/EXCLUDED INV

	Class	Item Number	Description	Qty. 12/31/02	Material	Variable	Fixed	Total
OBS	OBSO	450445	22T ANGLE POLY NEON YELLOW	450	-	-	-	-
OBS	OBSO	450047	36T POLY PINK HANDLE	28,290	-	895.49	337.22	1,232.71
OBS	OBSO	450019	18T POLY BLACK STAMPED REXAIR	22,500	205.32	610.47	229.89	1,045.68
OBS	OBSO	152764	211B DIVIDER PIS	4,964	883.59	-	-	883.59
OBS	OBSO	152862	CC TC57517 BLUE PIS	67	518.58	-	-	518.58
OBS	OBSO	152661	CC TC84178 GREEN PIS	55	475.20	-	-	475.20
OBS	OBSO	152659	CC TC38622 ORANGE PIS	53	471.70	-	-	471.70
OBS	OBSO	152658	CC TC57520 PURPLE PIS	109	922.14	-	-	922.14
OBS	OBSO	152657	CC MC57519 BLUE PIS	193	1,283.45	-	-	1,283.45
OBS	OBSO	152656	CC MC84179 GREEN PIS	200	1,626.00	-	-	1,626.00
OBS	OBSO	152655	CC MC38625 PINK PIS	142	945.72	-	-	945.72
OBS	OBSO	152653	CC MC57521 PURPLE PIS	321	2,317.62	-	-	2,317.62
OBS	OBSO	152568	CC MC38421 PINK PIS	90	373.50	-	-	373.50
OBS	OBSO	152378	BAG PLAIN CLR 20 X 17 X 13	18,000	720.00	-	-	720.00
OBS	OBSO	151533	TPR VYRAM 9201-75 GEN.PUR PIS	6,545	10,864.70	-	-	10,864.70
OBS	OBSO	151344	WIRE 010X 060 GROOVED RECT.PIS	1,111	5,366.13	-	-	5,366.13
OBS	OBSO	150054	P-32475 PINK ANCHOR	260	764.40	-	-	764.40
<b>TOTAL OBSOLETE</b>				<b>83,350</b>	<b>27,738.05</b>	<b>1,505.96</b>	<b>567.11</b>	<b>29,811.12</b>

  
  
2/11/03

Title	Status	G&K Docket Number	Application Number	Patent Number	Status	Filing Date	Issue Date	Expiration Date**	Country Name
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0050	337042		Published	6/11/1996		6/11/2016*	Argentina
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0081	718687	718687	Granted	6/11/1996	6/11/2000	06/11/2016	Australia
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0090	BW/A98/00099		PENDING	4/23/1998		4/23/2018*	Botswana
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0086	PI 9611127-5		Pending	6/11/1996		6/11/2016*	Brazil
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0085	2227546	2227546	Granted	1/21/1998	5/28/2002	01/21/2018	Canada
BRUSH FOR IMPROVED TUFT RETENTION AND WIRE THEREFOR	EXCL	053229-0084	96198777.4		Published	6/11/1996		6/11/2016*	China
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0051	96030540	26714	Granted	6/12/1996	6/12/1996	06/12/2016	Colombia
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0047	5352	2356	Granted	6/12/1996	3/21/2000	06/12/2016	Costa Rica
WIRE ANCHOR FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0087	PV417-98		PENDING	2/11/1998		2/11/2018*	Czech Republic
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0045		5361	Granted	6/12/1996	11/12/1997	06/12/2016	Dominican Rep.
WIRE ANCHOR FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0074	96919363	840561	Granted	1/7/1998	5/22/2002	01/7/2018	European Patent Office
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0092	98110158	HK1009073	Granted	8/25/1998	8/30/2002	08/25/2018	Hong Kong
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0043	P-961668	ID0004743	Granted	6/12/1996	12/24/1999	06/12/2016	Indonesia
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0053	118640	118640	Granted	6/12/1996	12/3/2000	06/12/2016	Israel
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0042	PI 9602371		Pending	6/12/1996		6/12/2016*	Malaysia
WIRE ANCHOR FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE THEREFOR	EXCL	053229-0088	986602		Pending	8/14/1998		8/14/2018*	Mexico
BRUSH FOR IMPROVED TUFT RETENTION AND WIRE THEREFOR	EXCL	053229-0080	310845	310845	Granted	6/11/1996	10/5/2000	06/11/2016	New Zealand

\* Patent has not yet been granted. Date given is date of expiration following grant.  
 \*\* All expiration dates are best estimates. All are subject to confirmation of actual filing date and individual country law on duration.

020703 Schedule 2.2 Part II Excluded Patents EXCLUDED

Patent Description	Status	G&K Docket Number	Application Number	Patent Number	Status	Filing Date	Issue Date	Expiration Date**	Country Name
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0083	19980396		Pending	1/29/1998		01/29/2018	Norway
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0049	53410	53410	Granted	6/11/1996	6/4/2001	06/11/2016	Philippines
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0078	P324637	182335	Granted	1/19/1998	5/10/2001	01/19/2018	Poland
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0096	P346879		Pending	4/2/2001		1/19/2018*	Poland
BRUSH FOR IMPROVED TUFT RETENTION	EXCL	053229-0075	RU 98100431	RU 2145480	Granted	1/12/1998	2/20/2000	01/12/2018	Russian Federation
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0046	96/4994	96/4994	Granted	6/12/1996	2/26/1997	06/12/2016	South Africa
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0048	85107502	NI-119525	Granted	6/21/1996	6/21/1996	06/21/2016	Taiwan
WIRE ANCHOR FOR IMPROVED TUFT RETENTION	EXCL	053229-0044	31879		PENDING	6/12/1996		6/12/2016*	Thailand
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0001	08/846,952	5740579	Granted	4/30/1997	4/21/1998	06/12/2015	United States of America
WIRE ANCHOR FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0052			Published	6/14/1996		6/14/2016*	Venezuela
BRUSH FOR IMPROVED TUFT RETENTION AND ANCHOR WIRE	EXCL	053229-0082	SI19980494	2426	Granted	6/8/1998	12/11/2001	06/08/2018	Vietnam


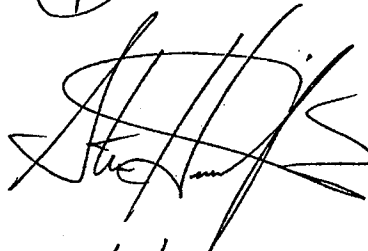
2/11/03

\* Patent has not yet been granted. Date given is date of expiration following grant.  
 \*\* All expiration dates are best estimates. All are subject to confirmation of actual filing date and individual country law on duration.

Schedule 2.3(b)

Standard Warranties

Moll warrants that its products comply with cGMP-CFR part 820.

  
  
2/11/03

Schedule 3.3

Allocation of Purchase Price

Equipment	\$600,000.00
Inventory	\$200,000.00
	<hr/>
TOTAL:	\$800,000.00



2/11/03



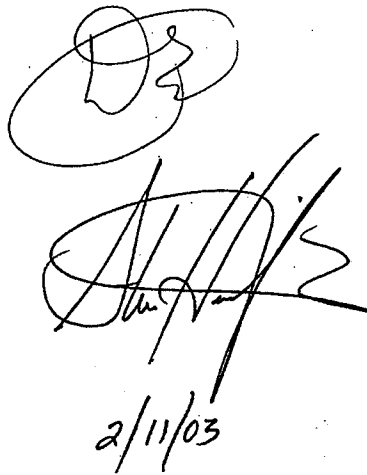
Schedule 6.6

Oral B Patents

The following is a list of patents relating to the Oral B Cross-Action® brush. This list is intended to be illustrative and not all-inclusive.

Patent Number	Published Date
USD464796	10/29/02
USD463668	10/01/02
USD463132	9/24/02
USD463131	9/24/02
USD457325	5/21/02
USD446021	8/07/01
USD440048	4/10/01
USD443985	6/26/01
USD433815	11/21/01
USD429567	8/22/00
USD429566	8/22/01
USD416685	11/23/99
USD415352	10/19/99
USD391769	3/10/98
USD368163	3/26/96

Patent Number	Published Date
6,108,851	8/29/01
6,272,714	8/14/01
6,308,367	10/30/01
6,352,313	3/05/02
6,361,120	3/26/02
6,006,394	12/28/99
5,836,769	11/17/98



Handwritten signature and date: 2/11/03