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U.S. Patent & TMO/TM Mail Rpt Dt. #34

U.S. Department of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 03-01-99

<p>1. Conveying party(ies): Strippit, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Corporation-State - DE Partnership <input type="checkbox"/> Other: Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Bill of Sale and Assignment Agreement</p> <p>Execution Date: January 20, 1999</p>	<p>2. Name and address of receiving party(ies): Name: <u>UniPunch Products, Inc.</u> Internal Address: Street Address: 370 Babcock, P.O. Box 5017 City: Buffalo State: NY Zip: 14240-5017 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - NY <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s) 767,074 and 616,497</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rachel S. Jozefacki Internal Address: Foley & Lardner Street Address: 777 E. Wisconsin Avenue City: Milwaukee State: WI Zip: 53202-5367</p>	<p>6. Total number of applications and registrations involved:.....[2]</p> <p>7. Total fee (37 CFR 3.41):\$65.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account any fee deficiencies.</p> <p>8. Deposit account number: 06-1447 (Attach duplicate copy of this page if paying by deposit account)</p>
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02 FC:462

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

<p><u>Rachel S. Jozefacki</u> Name of Person Signing</p>	<p><u>Rachel S. Jozefacki</u> Signature</p>	<p><u>February 25, 1999</u> Date</p>
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Total Number of pages including cover sheet: [5]

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement is made as of this 20th day of January, 1999, by and between Strippit, Inc., a Delaware corporation ("Strippit"), ("Transferor") and UniPunch Products, Inc., a New York corporation ("Transferee"). This Bill of Sale and Assignment Agreement shall be governed by the internal laws of the State of New York.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith by and among the Transferor, LVD U.S.A., Inc., a Delaware corporation, and Transferee (the "Purchase Agreement"), the Transferor desires to transfer and assign to Transferee, and Transferee wishes to accept and assume from the Transferor, for consideration and upon the terms and conditions set forth in the Purchase Agreement, certain of the assets and rights of the Transferor.

WHEREAS, any capitalized term used herein without definition shall have the meaning given it in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and in consideration of these premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

1. Conveyance. The Transferor do hereby sell, assign, convey, transfer and deliver to Transferee each and every one of the Purchased Assets specifically described in Section 1.1 of the Purchase Agreement, wherever located, including without limitation:
 - a. That certain machinery (including the Tinius Olson Tester and the Test Press), machinery fixtures, equipment, casting patterns, tools, supplies, gauges, spare parts and other personal property used by Strippit primarily in the manufacture of the Product Line as more particularly described on Schedule 1.1(a) of the Purchase Agreement.
 - b. All inventories of raw materials, work-in-process and finished goods associated with the Product Line, and service and repair parts, supplies and components for the Product Line held for resale by Strippit on the Closing Date, including such "key sets," "hardware sets" and specified other components as more particularly described on Schedule 1.1.(b) of the Purchase Agreement, except for Backlog Inventory (as defined in Section 1.2(e) of the Purchase Agreement).
 - c. All Strippit's interest in any Trade Rights.
 - d. All sales literature, marketing literature, supporting data and materials, catalogs and similar materials of Strippit related to the Product Line.
 - e. The goodwill of Strippit associated with the Product Line.

f. All Strippit's customer lists relating to the Product Line, including, without limitation, Strippit's customer lists for 1995, 1996, 1997 and as of the Closing Date showing for each customer as may be recorded by Strippit, the contact name or names, as the case may be, mailing address(es), telephone number, e-mail address(es), and business activity, including sales by product for each customer.

g. Strippit's current vendor list relating to the Product Line as of the Closing Date showing for each vendor as may be recorded by Strippit, the contact name or names, as the case may be, mailing address(es), telephone number, e-mail address(es), and business activity, including sales by product for each vendor.

h. All other tangible items which are used primarily in connection with the manufacture, sale, and or repair of products within the Product Line as listed on Schedule 1.1(h) of the Purchase Agreement.

2. Purchase Agreement. Nothing contained in this Bill of Sale and Assignment Agreement shall be deemed to modify, amend or supersede any of the obligations or agreements contained in the Purchase Agreement. Unless otherwise defined herein or the context requires otherwise, the capitalized terms herein shall have the meanings assigned to them in the Purchase Agreement. In the event of any conflict between the terms and conditions of this Bill of Sale and Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment Agreement to be executed and delivered as of the date first above written.

STRIPPIT, INC. ("Transferor")

By: 

Title: PRESIDENT

UNIPUNCH PRODUCTS, INC.

("Transferee")

By: 

Michael Militello, Vice President

UniPunch Products, Inc. (UPI)
Required Reports from Strippit
Michael Militello
January 7, 1999, revised January 18, 1999

Strippit provide hard copies and in an electronic format in any one of the following formats listed in Microsoft Excel. All data will be for the years 1995, 1996, 1997 and 1998 unless otherwise noted.

Sales and Inventory

- Unitized Tooling sales volume
- A listing of inventory by product, product number, description, quantity on hand, cost and location as of the closing date.
- All work in process by product, product number, description, quantity on hand, cost, and location as of the closing date
- Unitized Tooling Parts Listing including part number, description, and usage (1998 only)

Customer Sales Information

- Total sales dollars by customer in descending order with customer address, contact name and telephone number
- Sales by product by customer with part number, description, customer number, sales order number, ship date, shipped quantity and net sales
- Sales by product by territory
- Sales by product by state
- US map delineating Strippit territories (hard copy only)
- Shipment by territory with part number, quantity shipped, and net sales
- Shipment by state with part number, quantity shipped, and net sales
- Shipment by customer with part number, description, quantity shipped, net sales, and customer number
- Documentation for order quantities and dollars by product by customer
- Number of orders/month and year
- Number of orders by part by month

Product Drawings and Process Sheets

- A set of the complete product line drawings, including specials (hard copy, electronic in IGES format, or on microfilm)
- Excel Data Book with bills of materials (hard copy and electronic in Excel)
- Design specifications including keying charts
- Drawings Listing with drawing number, description, revision, and drawing size (hard copy and electronic in Excel)
- Specials Drawing Listing (hard copy and electronic in Excel)
- Supplier(s) reference for components, products not manufactured by Strippit, hardware (e.g. screws, springs, etc.) and castings which list supplier, contact, address, telephone number, part number, part description, and purchased price (current listing only)
- A detailed listing of all patterns and core boxes stored at each casting supplier (current listing only)
- Gages and fixtures listed by tool number, tool description, work center/machining center, department, and usage description (current listing only)
- All fixture setup drawings (e.g. MI-0010, PN-61438-1XX, OP 070, GRP 376, MACH BURG. HTC. 330, and Control GE-550)
- Data and manufacturing instructions for holders ("Routers")(1998 data only)

UniPunch Products, Inc. (UPI)
Required Reports from Strippit

Michael Militello

January 7, 1999, revised January 18, 1999

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Equipment

- Equipment listing with all respective documentation (current listing only)
- CNC programs and all tapes for all CNC machines
- CNC post processors for all CNC machines
- Machine manuals and maintenance history files for each machine
- Manufacturer's manuals for all machinery
- Mill tooling & cutters skidded & labels by machine

Hydrasprings and "Strippits"

- Technical engineering information on the scale and pressure testing devise (Tinius Olson Scale & Press)
- Jigs and fixtures for Hydraspring machined parts (listing)
- Fixtures and tooling for assembly of "Strippits" (listing)