

11-04-1999

HEET

Tab settings     RE



101191378

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Littlefuse, Inc.  
800E. Northwest Highway  
Des Plaines, IL 60016-3096

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sold to Lighting Components
- Merger
- Change of Name

Execution Date: 6/23/99

2. Name and address of receiving party(ies)

Name: Lighting Components & Designs

Internal Address: \_\_\_\_\_

Street Address: 692 S. Military Trail

City: Deerfield Bch State: FL ZIP: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1030615  
1030616

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert Noe

Internal Address: \_\_\_\_\_

Street Address: 692 S. Military Trail

City: Deerfield State: Fl ZIP: 33442

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/03/1999 DNGUYEN 00000246 1030615

01 FC:481  
02 FC:482

40.00 OF  
25.00 OF

DO NOT USE THIS SPACE

9. Statement and signature.

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

Robert Noe  
Name of Person Signing

Signature

10-25-99

Date

Total number of pages including cover sheet, attachments, and document: 40

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

TRADEMARK  
REEL: 001984 FRAME: 0859

# Lighting Components and Design, Inc.

TM

ROBERT B. NOE  
ACCOUNTING MANAGER / HR MANAGER  
E-MAIL: robertn@LightingComponents.com  
WEB SITE: www.LightingComponents.com

692 SOUTH MILITARY TRAIL  
DEERFIELD BEACH, FL 33442  
PHONE (954) 425-0123, ext. 33  
FAX (954) 425-0110

July 7, 1999

USPTO  
Office of Public Records  
Crystal Gateway 4  
Room 335  
Washington, DC 20231

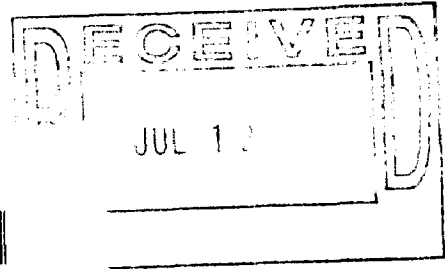


Handwritten: 7/12/99

08-12/1999



101114855



Subject: Assignment of Trademarks to Lighting Components & Design, Inc. from Littelfuse, Inc.

Reference: Registration No. 1030615  
Registration No. 1030616

Mark: Littelites and Design  
Mark: Littelites (Stylized)

Dear: Assignment Officer:

Please arrange to have the above trademarks assigned to Lighting Components & Design, Inc., from Littelfuse, Inc.

Lighting Components & Design, Inc. purchased Littelfuse, a division of Littelfuse, Inc. on June 23, 1999. The assets purchased (abbreviated list) included

- All Tools, molds and dies used to manufacture Littelites Product Line
- All Maps of tools, molds and dies for part numbers in the Littelites Catalog
- All other manufacturing tools & equipment used in manufacturing & testing Littelites products
- All Littelites Trademarks and other intellectual property
- Littelites current and historical price lists, customer lists, etc..
- Littelites supplier lists, parts specifications, volumes, etc...
- All Littelites blueprints, drawings, routings, etc..

Copies of the original Trademarks registrations are attached. These assets are listed in the Purchase Agreement (attached) in the table of contents and specifically on Schedule A-3 (pages 15 and 16 of the agreement).

If I can be of any further assistance, please do not hesitate to call.

Sincerely yours,

*Robert Noe*

RECEIVED  
AUG - 2 1999  
OIPE/JCWS

Enclosed: Purchase Documents  
Copies of Trademark Registrations

*Exclusive Worldwide Manufacturer of the LC&D, Leecraft and Littelites Lines of Products*

Request for Trademark Assignment

TRADEMARK  
REEL: 001984 FRAME: 0860

**INSTALLMENT NOTE**

\$784,687

June 23, 1999

For value received, LIGHTING COMPONENTS AND DESIGN, INC., a Florida corporation (hereinafter referred to as the "Obligor"), promises to pay to the order of LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Payee"), the principal sum of Seven Hundred Eighty-four Thousand Six Hundred Eighty-seven Dollars (\$784,687) in lawful money of the United States of America, payable as described below.

The Obligor promises to pay interest from the date hereof on the principal balance from time to time remaining unpaid hereon at the following per annum rates:

- (i) 9% from and including the date hereof until and including June 30, 2000;
- (ii) 11% from and including July 1, 2000, until and including December 31, 2000; and
- (iii) 13% after December 31, 2000;



*provided, however,* that upon any acceleration of the payment of the principal hereof as herein provided, from and after the date of said acceleration until paid the principal balance from time to time remaining unpaid hereon shall bear interest at the per annum rate of 16%.

The principal of and interest on this Note shall be payable in installments, subject to acceleration as herein provided, as follows:

- (i) Commencing on August 15, 1999, and continuing on the 15th day of the next twenty-two months, the Obligor shall make the following payments of principal and interest:

Payment Date	Total Payment	Interest	Principal
8/15/99	\$7,545.89	\$7,545.89	\$ -
9/15/99	\$5,998.02	\$5,998.02	\$ -
10/15/99	\$5,998.02	\$5,998.02	\$ -
11/15/99	\$5,804.53	\$5,804.53	\$ -
12/15/99	\$5,998.02	\$5,998.02	\$ -
1/15/00	\$5,804.53	\$5,804.53	\$ -
2/15/00	\$16,288.81	\$ 5,998.02	\$ 10,290.79
3/15/00	\$16,288.81	\$ 5,919.36	\$ 10,369.45
4/15/00	\$16,288.81	\$ 5,463.31	\$ 10,825.50
5/15/00	\$16,288.81	\$ 5,757.35	\$ 10,531.46
6/15/00	\$16,288.81	\$ 5,493.72	\$ 10,795.09
7/15/00	\$16,288.81	\$ 5,594.33	\$ 10,694.48
8/15/00	\$15,680.21	\$ 6,520.26	\$ 9,159.95

Page 1 of 3

 (For LC&D)
  (For Littelfuse)

9/15/00	\$15,680.21	\$ 6,652.03	\$ 9,028.18
10/15/00	\$15,680.21	\$ 6,567.68	\$ 9,112.53
11/15/00	\$15,680.21	\$ 6,273.43	\$ 9,406.77
12/15/00	\$15,680.21	\$ 6,394.66	\$ 9,285.54
1/15/01	\$15,680.21	\$ 6,104.43	\$ 9,575.77
2/15/01	\$15,144.71	\$ 7,349.08	\$ 7,795.63
3/15/01	\$15,144.71	\$ 7,263.01	\$ 7,881.70
4/15/01	\$15,144.71	\$ 6,481.54	\$ 8,663.17
5/15/01	\$15,144.71	\$ 7,080.33	\$ 8,064.37
6/15/01	\$15,144.71	\$ 6,765.77	\$ 8,378.94

(ii) On June 30, 2001, the Obligor shall pay to the Payee the balance of the principal remaining unpaid hereon together with accrued interest from and including June 1, 2001, to and including June 30, 2001.

All payments of principal of and interest on this Note shall be made to the Payee at Littelfuse, Inc., 800 East Northwest Highway, Des Plaines, IL 60016-3096, or at such other place or places as the holder hereof may direct from time to time.

In the event that the Obligor shall fail to pay when due any principal of or interest on this Note, the principal of this Note and all interest accrued hereon may be declared immediately due and payable by the Payee upon written notice given by the Payee to the Obligor if the Obligor does not make such payment to the Payee within three business days after the Payee notifies the Obligor in writing of such default.

The Obligor shall have the right to prepay some or all of the principal amount of this Note without the payment of any penalty or premium, with any such prepayments being applied in the inverse order of the due dates of the installments of principal due hereunder.

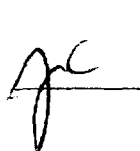

The Obligor promises to pay on demand all costs of collection, including, without limitation, court costs and attorneys' fees, paid or incurred by the holder hereof in enforcing this Note.

Each notice, request, demand, approval or other communications which may be or is required to be given under this Note shall be in writing in English and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below, or when sent by recognized overnight courier service or by prepaid registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the PAYEE: Littelfuse, Inc.  
800 E. Northwest Highway  
Des Plaines, IL 60016-3096  
Attention: Corporate Controller  
Facsimile: 847-824-3864  
Confirm: 847-391-0350

If to the OBLIGOR: Lighting Components and Design, Inc.  
692 South Military Trail  
Deerfield Beach, FL 33443  
Attention: Jon Cooper  
Facsimile: 954-425-0110  
Confirm: 954-425-0123

Page 2 of 3

 (For LC&D)  (For Littelfuse)

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other parties hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Note as of three business days after the date of deposit thereof for prepaid registered mail in a duly constituted post office or branch thereof in the county of origin of the sending party, one business day after deposit with a recognized domestic overnight courier service or, in the case of a facsimile transmission, upon the confirmation of receipt of said facsimile transmission by the intended recipient thereof or a person at the same business address as said intended recipient. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

To the extent permitted by applicable law, the Obligor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

This Note is being issued by the Obligor to the Payee in connection with the sale of certain assets by the Payee to the Obligor pursuant to an Asset Purchase Agreement dated of even date herewith between the Obligor and the Payee. The Obligor agrees that it shall not have the right to set off or deduct from the amount any payments of principal or interest owing hereunder any amounts alleged to be owing by the Payee to the Obligor pursuant to the provisions of said Asset Purchase Agreement or otherwise until such time as a court of competent jurisdiction shall finally determine that the Obligor is owed said amount by the Payee.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois, other than any such laws which would result in the applicability of the laws of another jurisdiction. In addition to any other court wherein the holder of this Note could institute an action against the Obligor, the Obligor hereby irrevocably submits to the jurisdiction of any United States federal court sitting in the State of Illinois or any Illinois state court in any action or proceeding instituted by the holder of this Note arising out of or relating to this Note and the Obligor hereby irrevocably agrees that all claims and matters in respect of such action or proceeding may be heard and determined in any such court. In the event suit is instituted in a United States federal court sitting in the State of Illinois or any Illinois state court, the Obligor hereby waives any right to object to such filing on venue, *forum non conveniens* or similar grounds.

IN WITNESS WHEREOF, the undersigned has duly executed this Installment Note as of the day and year first above written.

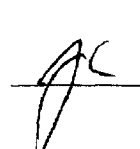

Lighting Components and Design, Inc.

Jon Cooper, President

Date

6/29/99



 (For LC&D)  (For Littelfuse)

**BILL OF SALE**

Littelfuse, Inc., in consideration of the sums paid to it, and owed to it, under the AGREEMENT BETWEEN LIGHTING COMPONENTS AND DESIGN, INC AND LITTELFUSE INC. FOR THE SALE OF LITTELITES, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and sell to the BUYER, Lighting Components and Design, Inc., certain property, rights and incidental services, (collectively "The Assets") which are more specifically described in said AGREEMENT.


SELLER represents that it has the right to sell the Assets to BUYER (except for some or all of the unfilled purchase orders for the Littelite products and with respect to the Autosplice equipment leases), and that the Assets are sold free and clear of all liens and encumbrances.

SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS, AND THEY ARE SOLD ON AN "AS-IS, WHERE-IS" BASIS.

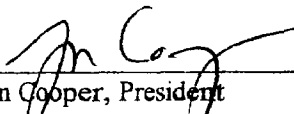
BUYER assumes all risks for damages in transit and sales taxes, if any, on this transaction.

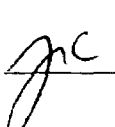

In Witness Whereof, SELLER has caused this instrument to be executed by its duly authorized officer as of the date indicated below.

For SELLER, Littelfuse, Inc.

  
\_\_\_\_\_  
Philip G. Franklin, Vice President,  
Treasurer and Chief Financial Officer  
6/30/99 (Date)

For BUYER, Lighting Components and Design, Inc.

  
\_\_\_\_\_  
Jon Cooper, President  
6/29/99 (Date)

 (For LC&D)  (For Littelfuse)

***ASSET PURCHASE***

***AGREEMENT BETWEEN***

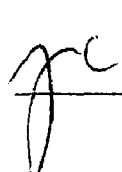

***LIGHTING COMPONENTS AND DESIGN, INC.***

***AND LITTELFUSE, INC.***

***FOR THE SALE OF LITTELITES TO LC&D***

littelites Contract Signed 630PM 6-23-99 928147.01.06

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 (For LC&D)  (For Littelfuse)

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**TRADEMARK**  
**REEL: 001984 FRAME: 0865**

CONTENTS**ASSET PURCHASE AGREEMENT**

**SCHEDULE A-1 (A) ASSETS BEING ACQUIRED - ALL TOOLS, MOLDS AND DIES USED BY LF IN THEIR MANUFACTURE OF THOSE LL PRODUCTS**

**SCHEDULE A-1 (B) ASSETS BEING ACQUIRED - MAP OF TOOLS, MOLDS AND DIES VS. PART NUMBERS IN THE LITTELITES CATALOG TO VALIDATE THAT EVERY MOLD NECESSARY TO PRODUCE LITTELITES PRODUCTS HAS BEEN IDENTIFIED AND PROVIDED BUYER BY SELLER**

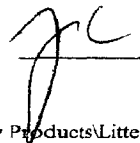

**SCHEDULE A-2 ASSETS BEING ACQUIRED - ALL OTHER MANUFACTURING TOOLS & EQUIPMENT USED IN MANUFACTURING AND TESTING BY LF TO PRODUCE THOSE LL PRODUCTS**

**SCHEDULE A-3 ASSETS BEING ACQUIRED - THE LITTELITES TRADEMARK AND OTHER INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS**

**SCHEDULE A-4 ASSETS BEING ACQUIRED - ALL LL CURRENT & HISTORICAL PRICE LISTS, CUSTOMER LISTS, INDIVIDUAL CUSTOMER TERMS & CREDIT INFORMATION, AND HISTORICAL CUSTOMER SALES INFORMATION (PART NUMBERS, QUANTITIES AND PRICES)**

**SCHEDULE A-5 ASSETS BEING ACQUIRED - ALL LL SUPPLIER LISTS, PARTS SPECIFICATIONS AND HISTORICAL COST AND VOLUMES USAGE INFORMATION USED BY LF IN THEIR PURCHASING OF PARTS AND COMPONENTS TO PRODUCE THOSE LL PRODUCTS,**

**SCHEDULE A-6 ASSETS BEING ACQUIRED ALL LL BLUEPRINTS, DRAWINGS, ROUTINGS AND MANUFACTURING INSTRUCTIONS USED BY LF TO PRODUCE THOSE LL PRODUCTS**

 (For LC&D)  (For Littelfuse)



**SCHEDULE A-7 ASSETS BEING ACQUIRED- ALL LL SALES CATALOG MASTERS, CATALOG COPIES AND RIGHTS TO USE AND MODIFY THEM**

**SCHEDULE A-8 ASSETS BEING ACQUIRED - "TRANSITIONAL CONSULTING AND SUPPORT SERVICES, KNOWLEDGE TRANSFER SUPPORT, RECORDS TRANSFER SUPPORT, RELOCATION SUPPORT, START-UP SUPPORT, POST TRANSFER SUPPORT AND OTHER SUPPORT SERVICES" PROVIDED BY LITTELFUSE TO LC&D.**

**SCHEDULE A-9 ASSETS BEING ACQUIRED - "GUARANTEE OF CONTINUITY OF LL/LF SUPPORT DURING AND AFTER TRANSITION."**

**SCHEDULE A-10 ASSETS BEING ACQUIRED - "UNFILLED ORDER BACKLOG FOR LITTELITES PRODUCTS."**

**SCHEDULE A-11 ASSETS EXCLUDED FROM THE SALE, TO REMAIN THE PROPERTY OF LITTELFUSE, INC.**

**SCHEDULE A-12 LIABILITIES OF LITTELFUSE OR LITTELITES BEING ASSUMED BY LIGHTING COMPONENTS AND DESIGN, INC.**

**SCHEDULE A-13 LEASED EQUIPMENT USED IN THE PRODUCTION OF LITTELITES PRODUCTS BY LITTELFUSE.**

**EXHIBIT B - INSTALLMENT NOTE**

**EXHIBIT C - BILL OF SALE**


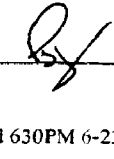
**EXHIBIT D - SECRETARY'S CERTIFICATE OF DIRECTOR'S RESOLUTION FOR LC&D**

**EXHIBIT E- STOCKHOLDER'S CONSENT FOR LC&D.**

**EXHIBIT F- OTHER TERMS AND CONDITIONS OF THIS AGREEMENT**

**EXHIBIT G- ADDITIONAL POST- "CLOSING" COVENANTS**

**EXHIBIT H- NON COMPETITION COVENANT**

 (For LC&D)  (For Littelfuse)

## ASSET PURCHASE AGREEMENT

**ASSET PURCHASE AGREEMENT** dated as of June 23, 1999, between Lighting Components, Design, Inc., a Florida corporation (the "BUYER"), and Littelfuse, Inc., a Delaware corporation (the "SELLER"), for the sale of the Littelite Product Line and related Assets and Services.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

**DESIRES OF BUYER AND SELLER** - The SELLER is engaged in the manufacture and sale of several product lines of devices, one of which is called Littelite and is only selling assets directly related to, and used solely in connection with, that product line. Lighting Components and Design, Inc. (LC&D, "the BUYER"), is purchasing the Littelite Business, its product line and all related inventories, manufacturing equipment, tools, test equipment, trademarks, designs, blueprints, customer files, vendor files, operations, manufacturing and sales know-how, technical expertise, other assets and rights used in or necessary to the operation of the Littelite Product Line portion of SELLER's Business from Littelfuse, Inc. (LF, "the SELLER"). (The right, title and interest of the SELLER in the Littelite Product Line portion of SELLER's Business is referred to herein as the "Littelite Business," "the Business" or as "LL").

**GOING CONCERN BASIS; ASSET-ONLY SALE; LIABILITIES ASSUMED BY BUYER** - The Littelite Business is being acquired on a "going concern basis" and is NOT assuming any liabilities in conjunction with that sale except for Seller's liabilities under the unfilled purchase orders described in Schedule A-10 and the Autosplice equipment leases described in Schedule A-13. This includes all Assets which are owned by the SELLER and used in the Littelite Business, free and clear of all Liens including, without limitation, the assets, properties, rights, contracts and claims described in SCHEDULES A1 through A-10. Exclusions, if any, are described in SCHEDULE A-11 (Excluded Assets).

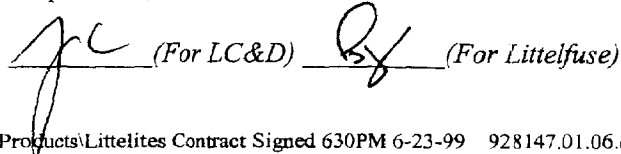
**ESSENTIAL KNOW-HOW, EXPERTISE AND SUPPORT SERVICES** - Included in the Assets described herein is essential know-how, expertise and support services involved in the sale, design, customer support, vendor support and manufacture of the Products produced by the Business, and helpful to the transfer of the Business to BUYER. Therefore, SELLER will provide BUYER certain Transitional Consulting and Support Services, Knowledge Transfer Support, Relocation Support, Start-up Support, Post Transfer Support and Other Support Services. These are described in SCHEDULE A-8.

**SELLER SUPPORT** - The SELLER agrees to provide the support services described in Schedule A-8.

**THE ASSETS BEING ACQUIRED INCLUDE ALL THE TANGIBLE AND INTANGIBLE ASSETS OF LITTELFUSE THAT ARE NECESSARY TO PRODUCE THE LITTELITES PRODUCT LINE.** Specifically these include:

1. **All TOOLS, MOLDS AND DIES** used by LF in their manufacture of those LL products. These are listed in SCHEDULE A-1 (a).
2. **ALL OTHER MANUFACTURING AND TESTING EQUIPMENT** used by LF to produce those LL products. These are listed in SCHEDULE A-2.
3. **THE LITTELITES TRADEMARK AND OTHER INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS** as described in SCHEDULE A-3.
4. **ALL LL CUSTOMER LISTS AND HISTORICAL CUSTOMER SALES INFORMATION** (Part Numbers, Quantities and Prices) used by LF in their sales of those LL products, as described in SCHEDULE A-4.

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 \_\_\_\_\_ (For LC&D)      \_\_\_\_\_ (For Littelfuse)

I:\Accounting\M&A and New Products\Littelite Contract Signed 630PM 6-23-99 928147.01.06.doc

**TRADEMARK**  
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5. **ALL LL SUPPLIER LISTS, PARTS SPECIFICATIONS AND HISTORICAL COST AND VOLUMES** Usage Information used by LF in their purchasing of parts and components to produce those LL products, as described in SCHEDULE A-5.
6. **ALL LL BLUEPRINTS, DRAWINGS, ROUTINGS AND MANUFACTURING INSTRUCTIONS** used by LF to produce those LL products as described in SCHEDULE A-6.
7. **SALES CATALOG MASTERS, CATALOG COPIES AND RIGHTS TO USE AND MODIFY** them as described in SCHEDULE A-7.
8. **TRANSITION PERIOD CONSULTING SERVICES, KNOWLEDGE TRANSFER SUPPORT, RELOCATION SUPPORT, START-UP SUPPORT, POST-TRANSFER SUPPORT AND OTHER SUPPORT SERVICES** as described in SCHEDULE A-8.
9. **Support During and After the Transition Period**, for one-year following the sale as described in SCHEDULE A-9.
10. **UNFILLED ORDER BACKLOG FOR LITTELITES PRODUCTS** as described in SCHEDULE A-10. Littelfuse has not obtained any consents of any other party to any other party to any such contracts and makes no representation or warranty to Buyer regarding their assignability to Buyer.

**PURCHASE PRICE. THE PURCHASE PRICE FOR THE ASSETS SHALL BE EIGHT HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS (\$834,687) payable as follows:**

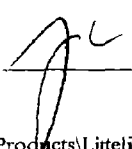
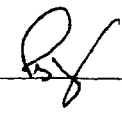
- (i) **\$5,000 has heretofore been paid by Buyer to Seller;**
- (ii) **\$45,000 shall be paid by Buyer to Seller at Closing by wire transfer to an account specified by Seller; and**
- (iii) **the balance of \$784,687 shall be evidenced by an Installment Note of Buyer in the form which is attached hereto as Exhibit B (the "Installment Note") which shall be delivered by Buyer to Seller at Closing.**

**CLOSING.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date of this Agreement at a location to be mutually agreed to by Seller and Buyer.

**INVENTORY AND UNFILLED PURCHASE ORDERS.** In the event that Buyer shall determine that Seller's valuation, usage or count respecting the inventory or Seller's unfilled purchase orders vary in any material respect from Buyer's commercially reasonable expectations thereof, Seller and Buyer agree to negotiate in good faith an appropriate adjustment to the purchase price for the Assets. Buyer and Seller agreed on an initial Inventory Valuation of \$184,687 and an initial valuation of \$202,000 as the Unfilled Order Backlog For Littelite Products, in arriving at the total purchase price of the Assets of \$834,687.

**LF'S CLAIMS ARE SUBORDINATED.** In the event of the bankruptcy of LC&D, any amounts owed by LC&D to Littelfuse arising from this transaction shall be subordinated in payment priority to that of any secured indebtedness of the Buyer to Merrill Lynch existing as of the date hereof.

**PROCEEDINGS AT "CLOSING."** All proceedings to be taken and all documents to be executed and delivered by the SELLER in connection with the consummation of the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Parties. All proceedings to be taken and all documents to be executed and delivered by all parties at the "CLOSING" shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

 (For LC&D)  (For Littelfuse)

**DELIVERABLES BY THE PARTIES.** At the "CLOSING," the Parties shall deliver, or shall cause to be delivered, the following:

- (a) The duly executed BILL OF SALE and all other documents included in this Agreement, with each page initialed, and every signature filled in and Corporate Seals as noted;
- (b) All other such assignments and other instruments or documents (including certificates of title) as shall be necessary in the reasonable judgment of the SELLER or BUYER to evidence the sale, assignment, transfer and conveyance by the SELLER to the BUYER of the Assets in accordance with the terms hereof;
- (c) Any other certificates and documents reasonably requested by the BUYER or SELLER.
- (d) BUYER shall pay SELLER \$45,000 by wire transfer;
- (e) BUYER shall execute and deliver to SELLER the Installment Note; and
- (f) SELLER shall deliver to BUYER or its designated carrier those of the Assets not previously delivered to BUYER.

**BILL OF SALE.** The delivery by the SELLER to the BUYER at the "CLOSING" and the other instruments of transfer will vest the BUYER on the "CLOSING" Date with good and marketable title to all of the Assets (except any unfilled purchase orders whose assignment requires the consent of the other party thereto). Title to be free and clear of all Liens except (a) Permitted Exceptions and (b) those Liens created, imposed or granted by the BUYER.

Buyer is purchasing assets and related support services only, and except for the purchase orders described in Schedule A-12 and the leases listed in Schedule A-13, is assuming no liabilities whatsoever with regards to this transaction.



Except for the excluded assets described in Schedule A-11 assets, neither the Seller nor any affiliate of the Seller owns, controls or has custody of any asset, property, documentation, materials or right used in, or necessary to, the operation of the Littelite business.

**"AS-IS" SALE.** Buyer acknowledges that (i) Buyer has fully inspected the Assets and their packaging and crates to Buyer's satisfaction (ii) Seller is selling the Assets to Buyer on an "AS-IS, WHERE-IS" basis; (iii) Seller is not making any representations or warranties whatsoever as to the volume, if any, of future sales of any of the Littelite products by Buyer or whether any customers of Seller will continue to be customers of Buyer; and (iv) that once the Assets are delivered to Buyer or its designated carrier at Seller's Watseka, Illinois, plant, Buyer shall have all risk of loss respecting the Assets.

**REMOVAL OF SELLER MARKS FROM MOLDS AND DIES.** Buyer agrees to remove all of Seller's trade names and trademarks (other than "Littelite") from any of the molds and dies included in the Assets on or before December 31, 1999, so that thereafter none of the products produced by Buyer using said molds or dies shall have any of Seller's trade names or trademarks affixed thereto or stamped thereon or therein.

**ASSIGNMENT OF PURCHASER ORDERS.** To the extent assignable, Seller will assign to Buyer any outstanding unfulfilled purchase orders for the Littelite products and Purchaser agrees to assume and perform all of Seller's obligations thereunder.

Page 6 of 38

 (For LC&D)  (For Littelfuse)

I:\Accounting\M&A and New Products\Littelite Contract Signed 630PM 6-23-99 928147.01.06.doc

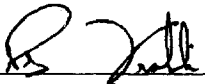
**TRADEMARK**  
**REEL: 001984 FRAME: 0870**

**NO ASSIGNMENT OF INTELLECTUAL PROPERTY.** Nothing in this Agreement shall be deemed to constitute a grant, license or other transfer by Seller to Buyer of any of the patents, patent applications, copyrights, trade names, trademarks (other than the "Littelites" trademark), products numbers or other intellectual property rights of Sellers of any nature whatsoever, or any rights of any nature to use same; *provided, however,* that Buyer may sell the inventory of Littelites products included in the Assets which on the date of delivery to Buyer already have applied thereto the "Littelfuse" name or any other trade name of Seller and, prior to the removal of Seller's trade names or trademarks from the molds and dies included in the Assets as described above (but in no event later than December 31, 1999), Buyer may produce the Littelites products using such molds and dies with the trade names and or trademarks of Seller which are currently inscribed or embedded in said molds and dies.

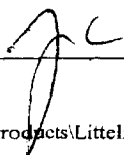

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS ASSET PURCHASE AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.**

Littelfuse, Inc.

Lighting Components and Design, Inc.

By   
Its Vice President, Treasurer and CFO

By   
Its President

 (For LC&D)  (For Littelfuse)

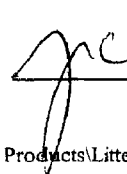

SCHEDULE A-1 (a)

**ASSETS BEING ACQUIRED - ALL TOOLS, MOLDS AND DIES USED BY LF IN THEIR MANUFACTURE OF THOSE LL PRODUCTS**

TOOL NO.	NO. CAVs	CYCLE (Sec)	HRS/M	PRESS	PART NUMBER	PART DESCRIPTION	ALSO APPLIES TO	LOCATION
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**MOLDS**

6339	12	15.5	0.450	TP 50-Ton	-941-003-511	LENS	-941-003-XXX -941-005-XXX -941-007-XXX -941-013-XXX -941-014-XXX -941-015-XXX	DP
6343	6	14	0.848	TP 50-Ton	-941-001-511	LENS	-941-001-XXX -941-004-XXX	DP
6344	12	18	0.537	TP 50-Ton	-941-002-511	LENS	-941-002-XXX -941-012-XXX	DP
6345	12	15	0.437	TP 50-Ton	-941-006-511	LENS	-941-006-XXX	DP
6576	24	30	0.439	TS 75-Ton	-879-002-001	INSERT A		MC TIETZ
6577	24	30	0.445	TS 75-Ton	-879-003-001	INSERT B		MC TIETZ
6579	6	20	0.467	TP 50-Ton	-941-021-511	LENS	-941-021-XXX -941-022-XXX -941-026-XXX -941-027-XXX	DP
6704	4	18	1.074	TP 50-Ton	-941-051-413	LENS	-941-051-XXX -941-056-XXX	DP
6705	4	20	1.186	TP 50-Ton	-941-053-411	LENS	-941-053-XXX -941-058-XXX	DP
6706	4	20	1.186	TP 50-Ton	-941-054-413	LENS	-941-054-XXX -941-059-XXX	DP
6708	8	12	0.539	TP 50-Ton	-941-036-511	LENS	-941-036-XXX -941-037-XXX	DP
6709	4	14.5	1.278	TP 50-Ton	-941-041-511	LENS	-941-041-XXX	DP
6710	8	14.5	1.278	TP 50-Ton	-941-031-511	LENS	-941-031-XXX -941-033-XXX	DP
6711	4	18	1.575	TP 50-Ton	-895-048-001	INSULATOR	-895-052	DP
6712	8	21	0.922	TP 50-Ton	-895-043-001	INSULATOR, SIDE	-895-044-001 -895-045-001	DP
6800	4	36	3.221	TS 75-Ton	-891-016-001	CASE SLEEVE		MC TIETZ
6801	4	22	1.929	TS 75-Ton	-903-082-001	RETAINER		MC TIETZ

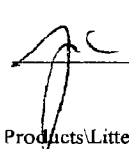

 (For LC&D)  (For Littelfuse)

6802	6	22	1.297	TP 50-Ton	-941-062-511	LENS	-941-062-XXX -941-072-XXX -941-082-XXX	DP
6804	6	25	1.464	TP 50-Ton	-941-078-413	LENS	-941-078-XXX -941-088-XXX	DP
6915	8	17	0.748	TP 50-Ton	-941-090-413	LENS	-941-090-XXX -941-091-XXX	DP
6916	8	25	1.042	TP 100-Ton	-960000-2B-000	HOUSING	-960000-XX-XXX	DP
6928	8	22	0.987	TP 50-Ton	-941-095-413	LENS	-941-095-XXX	DP
6929	8	16.6	0.745	TP 50-Ton	-879-005-001	HEADER	-879-006-001	DP
6934	8	20	1.737	TP 50-Ton	-941-093-413	LENS	-941-093-XXX	DP
6935	8	14	0.620	TP 50-Ton	-941-092-413	LENS	-941-092-XXX	DP
6948	8	25	1.116	TP 50-Ton	-941-099-413	LENS	-941-099-XXX	DP
6949	8	21	0.912	TP 50-Ton	-941-098-413	LENS	-941-098-XXX	DP
6950	8	25	1.116	TP 50-Ton	-941-097-413	LENS	-941-097-XXX	DP
6951	8	17.4	0.762	TP 50-Ton	-941-096-413	LENS	-941-096-XXX	DP
6952	8	25	1.116	TP 50-Ton	-941-094-413	LENS	-941-094-XXX	DP
7022	4	17.4	1.451	TP 100-Ton	-970000-2B-000	HOUSING	-970000-XX-XXX	DP
7023	4	17.4	1.451	TP 100-Ton	-980000-3B-000	HOUSING	-980000-XX-XXX	DP
7160	4	18.5	1.637	TP 50-Ton	-879-008-001	HEADER	-879-008-002	DP
7367	4	14.5	1.278	TP 50-Ton	-941-030-511	LENS	-941-030-XXX	DP
6579				TP 50-Ton	-941-026-435		-941-021-511	DP
6806				TP 50-Ton		LENS		DP
6581				TP 50-Ton	-879-004-001	HEADER		WOODLAND PLASTIC
6576				TP 50-Ton	-879-002-001	INSERT-A		MC TIETZ
6577				TP 50-Ton	-879-003-001	INSERT-B		MC TIETZ

Injection molding, TS = thermoset, TP = thermoplastic

**PROGRESSIVE DIE PARTS**

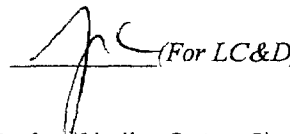
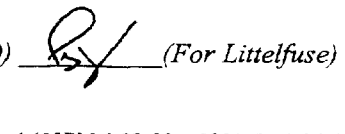
6697			0.087		-886-118-019	TERMINAL		DP
6698			0.087		-886-119-019	TERMINAL		DP
6732			0.087		-886-120-019	TERMINAL	-913-039-919	DP
6733			0.087		-886-121-019	TERMINAL	-886-122-019 -913-37-919 -913-38-919	DP
6734			BUY		895-047-001	INSULATOR		HAMPSHIRE
6917			0.087		-875-355-019	TERMINAL	-875-356-019	DP
6930			0.087		-875-357-019	TERMINAL		DP
7150			0.165		-875-367-019	TERMINAL		DP
B400			BUY		-882-250-019	BEZEL		ALCON TOOL
6972					-879-005-001	HEADER		DP
6932					-882-246-019	PLATE		DP

 (For LC&D)  (For Littelfuse)

SCHEDULE A-1 (B)

**ASSETS BEING ACQUIRED – MAP OF TOOLS, MOLDS AND DIES VS. PART NUMBERS IN THE LITTELITES CATALOG TO VALIDATE THAT EVERY MOLD NECESSARY TO PRODUCE LITTELITES PRODUCTS HAS BEEN IDENTIFIED AND PROVIDED BUYER BY SELLER**

Previously delivered and accepted by Buyer

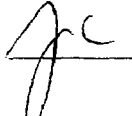

 (For LC&D)  (For Littelfuse)



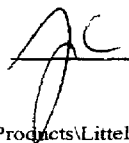

SCHEDULE A-2

**ASSETS BEING ACQUIRED - ALL OTHER MANUFACTURING TOOLS &  
EQUIPMENT USED IN MANUFACTURING AND TESTING BY LF TO  
PRODUCE THOSE LL PRODUCTS**

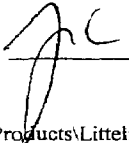

Item #	Equipment #	Description	Used On	Qty	Type (Note 1)
1	M/421	AIR-MITE		1	E/T
2	M/48F	DUKANE POWER BOX	M/49F	1	E/T
3	M/49F	ULTRASONIC WLDR PRESS		1	E/T
4	M/64B	AUTOSPLICE - <b>LEASED</b>		1	E/T
5	M/B64	WELD CONTROL	X-612	1	E/T
6	M/C20	HUGHES WELDING POWER SUPPLY	X-614	1	E/T
7	M/C39	HUGHES WELDING POWER SUPPLY		1	E/T
8	M/F57	DRILL PRESS		1	E/T
9	M/G74	HAND ARBOR		1	E/T
10	M/G77	HAND ARBOR		1	E/T
11	M/G78	ARBOR PRESS - LANCE		1	E/T
12	M/G79	HAND ARBOR-GLUE LENS TO BARREL		1	E/T
13	M/H31	SWGE LENS/AIR PRESS		1	E/T
14	M/H98	FUNCTION TESTER		1	E/T
15	M/J04	KING SPLICER - <b>LEASED</b>		1	E/T
16	M/J66	HEAT STAKE/PLASTIC	T-6981	1	E/T
17	M/J67	HOLDER SWEDGE		1	E/T
18	M/L72	HOT STAMP		1	E/T
19	M/R24	AIR-MITE		1	E/T
20	M/W05	AUTOSPLICE/G-10 - <b>LEASED</b>		1	E/T
21	M/W59	PILOT LAMP TESTER- MS-86		1	G
22	M/W60	951 LACE MACHINE		1	E/T
23	M/W62	SWAGE BEZEL-981 THRU 984 SER		1	E/T
24	M/W63	SQUARE BEZEL MACHINE		1	E/T
25	M/W64	BEZEL MACHINE		1	E/T
26	M/Y14	RESISTANCE TESTER		1	E/T
27	T-6348	SPOT WELD GAUGE HOLDER	X-109	10	E/T
28	T-6348	SPOT WELD GAUGE HOLDER	X-109	13	E/T
29	T-6467	SWAGE DIE	M/J67	1	E/T
30	T-6475	DIE SHOE/910 LNS SWDG	X-402	1	E/T
31	T-6575	HOT STAMP DIE	M/L72	1	E/T
32	T-6811	941-062 & 941-072 FXTR	M/L72	1	E/T

 (For LC&D)
  (For Littelfuse)

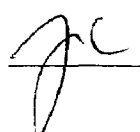
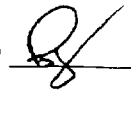
33	T-6813	DIE SHOE/930 LENS SWDG	X-402	1	E/T
34	T-6815	930 WLDR BTM FXTR HLDR	X-614	1	E/T
35	T-6816	HOLDS PARTS FOR SOLDERING		5	E/T
36	T-6817	LANCE FLXTURE	M/G78	1	E/T
37	T-6822	DIE SHOE/920 HLDR SWDG	X-402	1	E/T
38	T-6964	HYPOT	QC	1	E/T
39	T-6966	TST FXTR/900 & 901	M/H98	1	E/T
40	T-6980	TEST FIXTURE	M/H98	1	E/T
41	T-6981	HEAT STAKE FXTR	M/J66	1	E/T
42	T-6982	TST FXTR/970 TDPL-970/980 WRS	M/H98	1	E/T
43	T-7010-F	BEZEL LENS	M/W62	1	E/T
44	T-7011	TOOLING	M/W64	1	E/T
45	T-7011-T2	TOOLING	M/W62	1	E/T
46	T-7019	SQUARE BEZEL WITH M/W63	M/W63	1	E/T
47	T-7074	941-003/941-005 FXTR	M/L72	1	E/T
48	T-7076	941-002/941-012 FXTR	M/L72	1	E/T
49	T-7077	941-090/941-091 FXTR	M/L72	1	E/T
50	T-7078	941-095/941-096 FXTR	M/L72	1	E/T
51	T-7190	980 HEADER BTM FXTR	M/49F	1	E/T
52	T-7460	LIGHT TESTER		1	E/T
53	T-8344	TEST FIXTURE		1	E/T
54	T-8402	961 LACE	M/W60	1	E/T
55	W-0103	CALIPER (DIAL)	M/49F	1	G
56	W-0106	DIGITAL CALIPERS		1	G
57	W-0214	LL INSIDE DIAMETER	X-108	1	G
58	W-0601	PLUG-THREAD-GO/NO GO GAGE	Littelites	1	G
59	W-0691	THREADED PLUG GAGE	M/R24	1	G
60	W-1247	32 OZ. GAGE (T-20)	M/B64	1	G
61	W-1250	50 LB. FORCE GAGE	M/J66	1	G
62	W-2636-2	TEST PLUGS	QC	1	G
63	X-107	NOTCHER		1	E/T
64	X-108	LENS DINKER		1	E/T
65	X-109	LAMP CUTTER		1	E/T
66	X-111	CART DINKER		1	E/T
67	X-301	TESTER - LIGHT	M/H98	1	E/T
68	X-302	TESTER	M/H98	1	E/T
69	X-303	980 HEADER TESTER	M/W62	1	E/T
70	X-361	GLUE DISPENSER		1	E/T
71	X-402	AIR-MITE		1	E/T
72	X-403	AIR-MITE		1	E/T
73	X-404	CONTACT INSULATOR		1	E/T
74	X-517	ARBOR PRESS			E/T
75	X-612	WELDER (RESISTANCE)		1	E/T
76	X-613	WELDER (RESISTANCE)	M/C39	1	E/T
77	X-614	WELDER (RESISTANCE)	M/C20	1	E/T
78	X-801	MARKEM PRINTER		1	E/T
79	X-906	SOLDERING IRON		1	E/T

 (For LC&D)
  (For Littelfuse)

80	X-911	SOLDER VENT	X-906	1	E/T
81	X-912	SOLDER VENT	X-906	1	E/T
82	X-937	SOLDERING IRON		1	E/T
83	X-969	SPRING DETANGLER		1	E/T
84	XT-105	300/370 TP FXTR/LENS CONT RNG	X-404	1	E/T
85	XT-107	FIXTURE	M/W64	1	E/T
86	XT-108	FXTR/LENS DNKR	M/W64	1	E/T
87	XT-111	300/370 SCR N CUTR/BTM FXTR	M/421	1	E/T
88	XT-124	300/370 LNS CONT RNG/BTM FXTR	X-404	1	E/T
89	XT-125	LENS FXTR/SONIC	M/49F	1	E/T
90	XT-126	LNS HORN/SONIC	M/49F	1	E/T
91	XT-128	980 HDR HRN/SONIC	M/49F	1	E/T
92	XT-129	FXTR/INSRT SCR N-300/370 LNS	M/49F	1	E/T
93	XT-130	360 LENS/FXTR	M/49F	1	E/T
94	XT-131	370 LENS/FXTR	M/49F	1	E/T
95	XT-132	410 LENS/FXTRE	M/49F	1	E/T
96	XT-133	310 LENS/FXTRE	M/49F	1	E/T
97	XT-134	410 LENS/FXTR	M/49F	1	E/T
98	XT-135	430 LENS/FXTR	M/49F	1	E/T
99	XT-136	330 LENS/FXTR	M/49F	1	E/T
100	XT-137	300 LENS/FXTR	M/49F	1	E/T
101	XT-138	TP FXTR/970 HDR	X-517	1	E/T
102	XT-139	TOP PRINTER PLATE	X-801	1	E/T
103	XT-141	TOP PRINTER PLATE	X-801	1	E/T
104	XT-142	TOP PRINTER PLATE	X-801	1	E/T
105	XT-143	TOP PRINTER PLATE	X-801	1	E/T
106	XT-144	TOP PRINTER PLATE	X-801	1	E/T
107	XT-146	INK BLOCK	X-109	2	E/T
108	XT-147F	BTM FXTRE	M/W62	1	E/T
109	XT-148F	TOOLING	M/G79	1	E/T
110	XT-150	BTM FXTR/930 SPRNG & CNTCT	X-403	1	E/T
111	XT-152	910 TP/BTM S/A FXTRS F&T	M/G74	1	E/T
112	XT-153	930/CUT RSTR FXTR T&F	M/G74	1	E/T
113	XT-154	930/FINAL ASSY T&F	M/R24	1	E/T
114	XT-156	TP/BTM FXTR-920 SPRNG/CNT A&B	X-403	1	E/T
115	XT-157	TP/BTM FXTR-920/930 S/A T&F	X-403	1	E/T
116	XT-160	TST FXTR/970-980 WRS/HDRS	M/H98	1	E/T
117	XT-191F	970 HDR/BTM FXTR	X-517	1	E/T
118	XT-200	SCREEN CUTTER 300 SERIES (A&B)	M/421	1	E/T
119	XT-201	DINK REWORK TOOL	M/J66	1	E/T
120	XT-202-2	DINK REWORK TOOL	M/J66	1	E/T
121	XT-203	DINK REWORK TOOL	X-108	1	E/T
122	XT-204	310 LENS LIFTER	M/49F	1	E/T
123	XT-205	SEATS 300 CONTACT RING	M/49F	1	E/T
124	XT-206	PULL LENS BARRELS OFF	M/49F	1	E/T
125	XT-207	300/30N SERIES LENS PULLING TOOL	M/49F	3	E/T

 (For LC&D)
  (For Littelfuse)

126	XT-208	STOP	X-402	1	E/T
127	XT-210	STOP	X-402	1	E/T
128	XT-216	TOP TOOL	X-402	1	E/T
129	XT-217	STOP	X-402	1	E/T
130	XT-221	REWORK TOOL	M/R24	1	E/T
131	XT-222	REWORK TOOL	M/R24	1	E/T
132	XT-230	TOOLING FOR 980 HEADERS	W-1250	1	E/T
133	XT-231	HEAT STAKE TOOLING	W-1250	1	E/T
134	XT-239	SPACER	X-403	1	E/T
135	XT-257	REWORK TOOL	M/R24	1	E/T
136	XT-261	SPACER BLOCK	M/G74	1	E/T
137	XT-263	HOLDING FXTR FOT XT-279	X-614	1	E/T
138	XT-264	930 SCRN CUT TOOL - SALVAGE	M/G74	1	E/T
139	XT-267	TEST FIXTURE	M/H98	1	E/T
140	XT-268	SPARE TOOLING	M/W64	1	E/T
141	XT-269	SPARE TOOLING	M/W64	1	E/T
142	XT-270	TP FXTR/SCRN CTR/930 LNS - SALVAGE	M/G74	1	E/T
143	XT-271	REWORK TOOL	M/H31	1	E/T
144	XT-272	BTM FXTR/SPRNG-CNT/930 SRS	M/G77	2	E/T
145	XT-273	910 TERM I.D. FXTR	M/G74	1	E/T
146	XT-276	TP FXTR/920-155 SPRNG/CNT	M/G77	3	E/T
147	XT-278	TOOLING	M/R24	1	E/T
148	XT-279	WELD FXTR - 930 SUB MINIATURE	X-614	1	E/T
149	XT-281	TOOLING	X-614	1	E/T
150	XT-283	BLCK/REPR 930 FINAL ASSY(A&B)	M/R24	1	E/T
151	XT-284	TOOLING	M/R24	1	E/T
152	XT-286	930 BTM SPRNG/CONT FXTR (A&B)	X-403	1	E/T
153	XT-306	PULL TEST FXTR	W-1250	1	E/T
154	XT-390	910H LLITE STOPS	M/J67	1	E/T
155	XT-391	911H LLITE STOPS	M/J67	1	E/T
156	XT-392	910 LLITE STOPS	M/J67	1	E/T
157	XT-550	TEST FIXTURE	M/H98	1	E/T
158	XT-551	HOLDING FXTR FOR M/F57	M/F57	1	E/T
159	XT-552	HOLDING FXTR FOR 920 SERIES	X-402	5	E/T
160	XT-553	LAMP CUTTER	X-109	1	E/T
161	XT-610	970 SWAGE BEZEL A&B	M/W64	1	E/T
162	XT-651-1	USED FOR 920 AT SOLDERING		1	E/T
163	XT-651-2	USED FOR 920 AT SOLDERING		1	E/T

 (For LC&D)
  (For Littelfuse)

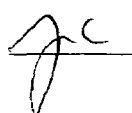

SCHEDULE A-3**ASSETS BEING ACQUIRED - THE LITTELITES TRADEMARK AND  
OTHER INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS**

The SELLER represents that it has no unique intellectual property relating to Littellites other than its Littellites Trademark, and that there are no Littelfuse patents or copyrights relating to the Littellites product line.

This sale conveys all rights to the Littellites Trademark and all other intellectual property exclusively relating to the Littellites Product Line, should Littelfuse or LC&D ever identify any such other intellectual property.

This SCHEDULE separately lists, identifies and describes the following that relate exclusively to the Littellites Business that are being transferred to LC&D.

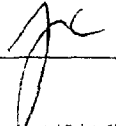
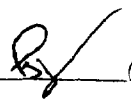
1. All computer data bases owned in whole or in part by the SELLER (the "Owned Data Bases")
2. Notwithstanding the foregoing, This SCHEDULE only generally describes, without specific identification, the Documentation the Owned DataBases.
3. All trade or service marks or names, including all trade or service mark registrations (and any applications therefor).
4. All customer lists, advertising and marketing know-how and materials, sales tools, sales catalogs, product reference guides, "cross" guides of Littellites part numbers vs. competitor part numbers and vs. and customer part numbers, advertising and other customer and potential customer data.
5. All copyrights copyright registrations and copyright applications.
6. All patent rights, including, without limitation, issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of additions, utility models and inventors' certificates.
7. All trade secrets, proprietary manufacturing information and know-how, processes, inventions, inventors' notes drawings and designs.
8. All supplier and vendor lists.
9. All goodwill associated with any of the foregoing (collectively, the "Intellectual Property Rights"). SELLER has full and exclusive right, title and ownership, freely transferable, in all of the Intellectual Property Rights, including all rights associated therewith, free and clear of any Liens or any other rights of others or adverse claims.
10. Documentation sufficient and adequate to permit the BUYER to continue to conduct the Littellites Business in the manner that the Littellites Business shall have been conducted immediately prior to the "CLOSING."
11. The Owned Intellectual Property and the other materials required to be used in the Littellites Business will be sufficient and adequate to permit the BUYER to continue to conduct Business in the manner that it shall have been conducted by the SELLER in the three years immediately prior to the "CLOSING".
12. SELLER has taken all reasonable measures necessary to protect the Intellectual Property and has not caused any of the Intellectual Property to enter the public domain, or taken any action which has in any way affected its absolute and unconditional ownership of any portion of the Owned Intellectual Property or Intellectual Property Rights.
13. SELLER warrants no licensing fees, royalties or payments are due and payable in connection with the use of any of the Intellectual Property.
14. The consummation of the transactions contemplated hereby will not alter or impair any rights of BUYER in or to use any of the Intellectual Property.

 (For LC&D)  (For Littelfuse)

- 15. There are no marketing, licensing or other arrangements, including, without limitation, manufacturer, distributor, sales agent, finder's fee or similar arrangements for the direct or indirect marketing or use of any of the Intellectual Property.
- 16. The SELLER is not aware of any assertion or any claim of infringement, misappropriation or misuse and no claims have been asserted by any Person against the SELLER with respect to its use of the Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement relating thereto; after due investigation, the SELLER does not have any knowledge that any Person might make such an assertion.

**LISTING OF ASSETS BEING ACQUIRED - THE LITTELITES TRADEMARK AND OTHER INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS**

<u>ITEM #</u>	<u>DESCRIPTION</u>
1.	Trademark Registration #1030615 – Littelites & Design
2.	Trademark Registration #1030616 – Littelites

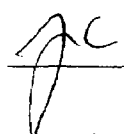

 (For LC&D)  (For Littelfuse)

SCHEDULE A-4

**ASSETS BEING ACQUIRED - ALL LL CURRENT & HISTORICAL  
PRICE LISTS, CUSTOMER LISTS, INDIVIDUAL CUSTOMER TERMS &  
CREDIT INFORMATION, AND HISTORICAL CUSTOMER SALES  
INFORMATION (PART NUMBERS, QUANTITIES AND PRICES)**

**DESCRIPTION**

Previously delivered and accepted by Buyer

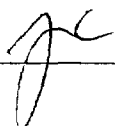

 (For LC&D)  (For Littelfuse)

SCHEDULE A-5

**ASSETS BEING ACQUIRED - ALL LL SUPPLIER LISTS, PARTS SPECIFICATIONS AND HISTORICAL COST AND VOLUMES USAGE INFORMATION USED BY LF IN THEIR PURCHASING OF PARTS AND COMPONENTS TO PRODUCE THOSE LL PRODUCTS.**

**DESCRIPTION**

Previously delivered and accepted by Buyer

 (For LC&D)  (For Littelfuse)

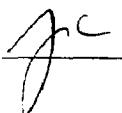



SCHEDULE A-6

**ASSETS BEING ACQUIRED ALL LL BLUEPRINTS, DRAWINGS,  
ROUTINGS AND MANUFACTURING INSTRUCTIONS  
USED BY LF TO PRODUCE THOSE LL PRODUCTS**

**DESCRIPTION & PART OR ASSEMBLY PRODUCES USING THESE MATERIALS**

Previously delivered and accepted by Buyer

 (For LC&D)  (For Littelfuse)

**SCHEDULE A-7**

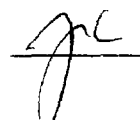

**ASSETS BEING ACQUIRED- ALL LL SALES CATALOG MASTERS,  
CATALOG COPIES AND RIGHTS TO USE AND MODIFY THEM**

Trade names, trademarks and service marks arising from or related to each SELLER Property and any business conducted on each SELLER Property, and all books, records and files relating to any of the foregoing reasonably necessary for the continuing operation of the Business.

**ITEM #**

**DESCRIPTION**

Previously delivered and accepted by Buyer

 (For LC&D)  (For Littelfuse)

**SCHEDULE A-8****ASSETS BEING ACQUIRED - "TRANSITIONAL CONSULTING AND SUPPORT SERVICES, KNOWLEDGE TRANSFER SUPPORT, RECORDS TRANSFER SUPPORT, RELOCATION SUPPORT, START-UP SUPPORT, POST TRANSFER SUPPORT AND OTHER SUPPORT SERVICES" PROVIDED BY LITTELFUSE TO LC&D.****"TRANSITIONAL CONSULTING AND SUPPORT SERVICES" -**

This consists of activities by Littelfuses and LC&D to assure a smooth transition of Customer Support (Sales, Deliveries, Contacts, etc.) from Littelfuse/Littelfuses to LC&D. Its objective is to avoid any material interruption or deterioration in production volumes, product quality, customer support, delivery SCHEDULEs, backlogs, incoming order rates, etc.

**"KNOWLEDGE TRANSFER SUPPORT, RECORDS TRANSFER SUPPORT, RELOCATION SUPPORT AND START-UP SUPPORT."**

- (i) For the two-week period following the Closing, Leatha Romine will be made available to Buyer during normal business hours on site at Buyer's Florida plant to provide transitional assistance to Buyer. Seller will be responsible for her salary and benefits during this period and Buyer shall be responsible for all of her travel, lodging, meals and local transportation expenses during this period. Thereafter, until the anniversary of the date of the Closing, she will be reasonably available by telephone to answer questions relating to the Littelfuses Business.
- (ii) For the two-week period following the Closing, Mariano Chavez will be made available to Buyer during normal business hours on site at Buyer's Florida plant to provide transitional assistance to Buyer. Seller will be responsible for his salary and benefits during this period and Buyer shall be responsible for all of his travel, lodging, meals and local transportation expenses during this period.

This support will also include the reasonable telephonic assistance of Purchasing, Sales and Accounting personnel involved in records transfer.

**"POST-TRANSFER SUPPORT."**

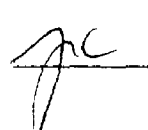
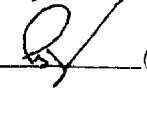
This consists of post-product transfer telephone consulting with the LL/LF employees involved in the Knowledge Transfer, and or their replacement. This effort is primarily during the one month immediately after the transfer, but it will be continued on an "as needed" reasonable basis for 12 months thereafter.

**"SALARIES AND EXPENSES OF SUPPORT ACTIVITIES."**

Salaries and expenses of Littelfuse/Littelfuses employees to be borne by Littelfuse except as noted herein with respect to Leatha Romine and Mariano Chavez.

LC&D pay directly, or will reimburse Littelfuse for Travel & Living Expenses of Littelfuse employees while in Florida in conjunction with the Product Line Sale, Production and Customer Sales & Support Transition and with Post-Transfer Support.

LC&D will pay for its own employees' expenses while at LL/LF for Salaries, Travel and Expenses. **Incidental office & clerical support in Watseka and Des Plaines will be provided to LC&D at no cost by LL/LF.**

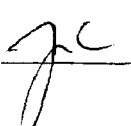

 (For LC&D)  (For Littelfuse)

SCHEDULE A-9GUARANTEE OF CONTINUITY OF LL/LF SUPPORT  
DURING AND AFTER TRANSITION

Seller agrees to make available to Buyer on a reasonable basis the telephone support of Leatha Romine (even though she is no longer employed by Seller) during the period commencing two weeks after the Closing and ending on the anniversary of the Closing to answer questions concerning the operation of the Assets.

SELLER agrees to provide, during normal business hours, individual knowledgeable Littelfuse and Littelite experts as contact persons on a reasonable basis and to provide reasonable transition support to BUYER for twelve months following "CLOSING". The names, addresses and telephone numbers of those specific contacts at SELLER are shown below.

<u>AREA OF EXPERTISE</u>	<u>NAME OF LITTELFUSE/LITTELITES EXPERT PROFESSIONAL CONTACT</u>	<u>PHONE NUMBERS AT WORK OR HOME</u>
1) EXECUTIVE CONTACT	Mark Schlei	(W) 847-391-0350
2) MANUFACTURING	John Kennedy	(W) 815-432-3753
3) ENGINEERING & DESIGN	Alex Bukala	(W) 847-391-0605
4) INFORMATION SYSTEMS	Eric Galla	(W) 847-391-0345
5) PURCHASING	Bruce De Wyze	(W) 847-391-0435
6) MATERIALS	Bruce De Wyze	(W) 847-391-0435
7) INVENTORY	Bruce De Wyze	(W) 847-391-0435
8) ACCOUNTING	Mark Schlei	(W) 847-391-0350
9) COST ACCOUNTING	Mark Schlei	(W) 847-391-0350
10) SALES	Jeff Burger	(W) 847-391-0544
11) CUSTOMER SERVICE	Larry Altmayer	(W) 847-391-0500
12) QUALITY CONTROL	Jim Stoffel	(W) 847-391-0390
13) EQUIPMENT MAINT.	John Adamczyk – Molds, Dies, Tools	(W) 847-391-0399
14) EQUIPMENT MAINT.	John Kennedy – Assembly Equipment	(W) 815-432-3753
15) CONTRACT ISSUES	Mark Schlei	(W) 847-391-0350
16) SPECIAL CONSULTANT	LEATHA ROMINE	(H) 815-432-6436
17) SPECIAL CONSULTANT	MARIANO CHAVEZ	(W) 847-391-0399

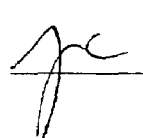

 (For LC&D)  (For Littelfuse)

SCHEDULE A-10**ASSETS BEING ACQUIRED- UNFILLED ORDER BACKLOG FOR  
LITTELITES PRODUCTS**

The Unfilled Order Backlog represents orders received by Littelfuse for Littelites products. In some cases order confirmations have been sent to customers acknowledging receipt of the order, confirming prices, quantities and SCHEDULED shipment dates. In other cases, the orders have been received, but not fully processed. Seller is only transferring these purchase orders to Buyer to the extent permitted thereby and Seller has not obtained and does not intend to obtain any required consents of any parties to said purchase orders to their assignment to Buyer.

Seller has previously delivered to Buyer a schedule of its unfilled purchase orders for the Littelites products totaling approximately \$139,000 and Buyer has notified Seller that Buyer has purchase orders for the Littelites products totaling approximately \$63,000. Seller and Buyer have agreed not to make any adjustments to the purchase price of the Assets based upon this information at this time, except as noted in the Asset Purchase Agreement under INVENTORY AND UNFILLED PURCHASE ORDERS (page 6 of this Agreement).

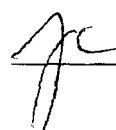

Buyer agrees to either enter into new purchase orders with the customers of these unfilled purchase orders or fulfill all of Seller's obligations order these unfilled purchase orders; *provided; however*, that Buyer shall not be liable for any damages incurred by said customers due to any acts of Seller prior to the Closing, including, without limitation, any delay in order entries, order processing or shipments.

 (For LC&D)  (For Littelfuse)

**SCHEDULE A-12**

**LIABILITIES OF LITTELFUSE OR LITTELITES BEING ASSUMED BY  
LIGHTING COMPONENTS AND DESIGN, INC.**

<b><u>ITEM #</u></b>	<b><u>DESCRIPTION</u></b>
1.	<i>Liabilities of Seller under the unfilled purchase orders described in Schedule A-10</i>
2.	<i>Liabilities of the lessee under the Autosplice equipment leases described in Schedule A-13</i>

 (For LC&D)  (For Littelfuse)

SCHEDULE A-13LEASED EQUIPMENT USED IN THE PRODUCTION  
OF LITTELITES PRODUCTS BY LITTELFUSE.

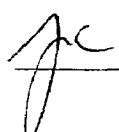

This SCHEDULE describes all Leases of Personal Property, Manufacturing Tools, Dies and Equipment that are used either directly or indirectly in the manufacture of Littelite products by Littelfuse.

It reflects all leases and rental agreements of Equipment and Tangible Personal Property Leases relating to any Personal Property, Manufacturing Tools, Dies and Equipment used in or necessary to the operation of the Littelite Business requiring lease payments or other non-monetary obligations (including, but not limited to requiring the care and maintenance of leased assets) and any Liens relating thereto.

**DESCRIPTION**

Item numbers 4, 15 and 20 described in Schedule A-2 are leased by Seller from Autosplice.

Seller and Buyer acknowledged that neither has obtained the consent of Autosplice to the assignment of said equipment leases by Seller to Buyer. Buyer represents and warrants to Seller that Buyer will either: (i) assume any and all obligations of Seller under said equipment leases or (ii) negotiate new equipment leases or some other arrangement with Autosplice and in all circumstances Buyer will indemnify Seller from and against any further liability under said equipment leases.

 (For LC&D)  (For Littelfuse)

**EXHIBIT B**

**INSTALLMENT NOTE**

\$784,687

June 23, 1999

For value received, LIGHTING COMPONENTS AND DESIGN, INC., a Florida corporation (hereinafter referred to as the "Obligor"), promises to pay to the order of LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Payee"), the principal sum of Seven Hundred Eighty-four Thousand Six Hundred Eighty-seven Dollars (\$784,687) in lawful money of the United States of America, payable as described below.

The Obligor promises to pay interest from the date hereof on the principal balance from time to time remaining unpaid hereon at the following per annum rates:

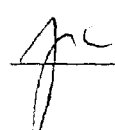

- (i) 9% from and including the date hereof until and including June 30, 2000;
- (ii) 11% from and including July 1, 2000, until and including December 31, 2000; and
- (iii) 13% after December 31, 2000;

provided, however, that upon any acceleration of the payment of the principal hereof as herein provided, from and after the date of said acceleration until paid the principal balance from time to time remaining unpaid hereon shall bear interest at the per annum rate of 16%.

The principal of and interest on this Note shall be payable in installments, subject to acceleration as herein provided, as follows:

- (i) Commencing on August 15, 1999, and continuing on the 15th day of the next twenty-two months, the Obligor shall make the following payments of principal and interest:

Payment Date	Total Payment	Interest	Principal
8/15/99	\$7,545.89	\$7,545.89	\$ -
9/15/99	\$5,998.02	\$5,998.02	\$ -
10/15/99	\$5,998.02	\$5,998.02	\$ -
11/15/99	\$5,804.53	\$5,804.53	\$ -
12/15/99	\$5,998.02	\$5,998.02	\$ -
1/15/00	\$5,804.53	\$5,804.53	\$ -
2/15/00	\$16,288.81	\$ 5,998.02	\$ 10,290.79
3/15/00	\$16,288.81	\$ 5,919.36	\$ 10,369.45
4/15/00	\$16,288.81	\$ 5,463.31	\$ 10,825.50
5/15/00	\$16,288.81	\$ 5,757.35	\$ 10,531.46
6/15/00	\$16,288.81	\$ 5,493.72	\$ 10,795.09
7/15/00	\$16,288.81	\$ 5,594.33	\$ 10,694.48
8/15/00	\$15,680.21	\$ 6,520.26	\$ 9,159.95

 (For LC&D)  (For Littelfuse)



9/15/00	\$15,680.21	\$ 6,652.03	\$ 9,028.18
10/15/00	\$15,680.21	\$ 6,567.68	\$ 9,112.53
11/15/00	\$15,680.21	\$ 6,273.43	\$ 9,406.77
12/15/00	\$15,680.21	\$ 6,394.66	\$ 9,285.54
1/15/01	\$15,680.21	\$ 6,104.43	\$ 9,575.77
2/15/01	\$15,144.71	\$ 7,349.08	\$ 7,795.63
3/15/01	\$15,144.71	\$ 7,263.01	\$ 7,881.70
4/15/01	\$15,144.71	\$ 6,481.54	\$ 8,663.17
5/15/01	\$15,144.71	\$ 7,080.33	\$ 8,064.37
6/15/01	\$15,144.71	\$ 6,765.77	\$ 8,378.94

(ii) On June 30, 2001, the Obligor shall pay to the Payee the balance of the principal remaining unpaid hereon together with accrued interest from and including June 1, 2001, to and including June 30, 2001.

All payments of principal of and interest on this Note shall be made to the Payee at Littelfuse, Inc., 800 East Northwest Highway, Des Plaines, IL 60016-3096, or at such other place or places as the holder hereof may direct from time to time.

In the event that the Obligor shall fail to pay when due any principal of or interest on this Note, the principal of this Note and all interest accrued hereon may be declared immediately due and payable by the Payee upon written notice given by the Payee to the Obligor if the Obligor does not make such payment to the Payee within three business days after the Payee notifies the Obligor in writing of such default.

The Obligor shall have the right to prepay some or all of the principal amount of this Note without the payment of any penalty or premium, with any such prepayments being applied in the inverse order of the due dates of the installments of principal due hereunder.

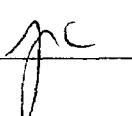

The Obligor promises to pay on demand all costs of collection, including, without limitation, court costs and attorneys' fees, paid or incurred by the holder hereof in enforcing this Note.

Each notice, request, demand, approval or other communications which may be or is required to be given under this Note shall be in writing in English and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below, or when sent by recognized overnight courier service or by prepaid registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the PAYEE: Littelfuse, Inc.  
800 E. Northwest Highway  
Des Plaines, IL 60016-3096  
Attention: Corporate Controller  
Facsimile: 847-824-3864  
Confirm: 847-391-0350

If to the OBLIGOR: Lighting Components and Design, Inc.  
692 South Military Trail  
Deerfield Beach, FL 33443  
Attention: Jon Cooper  
Facsimile: 954-425-0110  
Confirm: 954-425-0123

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 (For LC&D)  (For Littelfuse)

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other parties hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Note as of three business days after the date of deposit thereof for prepaid registered mail in a duly constituted post office or branch thereof in the county of origin of the sending party, one business day after deposit with a recognized domestic overnight courier service or, in the case of a facsimile transmission, upon the confirmation of receipt of said facsimile transmission by the intended recipient thereof or a person at the same business address as said intended recipient. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

To the extent permitted by applicable law, the Obligor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

This Note is being issued by the Obligor to the Payee in connection with the sale of certain assets by the Payee to the Obligor pursuant to an Asset Purchase Agreement dated of even date herewith between the Obligor and the Payee. The Obligor agrees that it shall not have the right to set off or deduct from the amount any payments of principal or interest owing hereunder any amounts alleged to be owing by the Payee to the Obligor pursuant to the provisions of said Asset Purchase Agreement or otherwise until such time as a court of competent jurisdiction shall finally determine that the Obligor is owed said amount by the Payee.

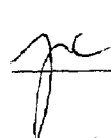
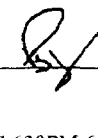
This Note shall be governed by and construed in accordance with the laws of the State of Illinois, other than any such laws which would result in the applicability of the laws of another jurisdiction. In addition to any other court wherein the holder of this Note could institute an action against the Obligor, the Obligor hereby irrevocably submits to the jurisdiction of any United States federal court sitting in the State of Illinois or any Illinois state court in any action or proceeding instituted by the holder of this Note arising out of or relating to this Note and the Obligor hereby irrevocably agrees that all claims and matters in respect of such action or proceeding may be heard and determined in any such court. In the event suit is instituted in a United States federal court sitting in the State of Illinois or any Illinois state court, the Obligor hereby waives any right to object to such filing on venue, *forum non conveniens* or similar grounds.

IN WITNESS WHEREOF, the undersigned has duly executed this Installment Note as of the day and year first above written.

Lighting Components and Design, Inc.

***[SEE SIGNATURES ON SEPARATE DUPLICATE ORIGINAL DOCUMENT]***

Jon Cooper, President

 (For LC&D)  (For Littelfuse)

**EXHIBIT C**

**BILL OF SALE**

Littelfuse, Inc., in consideration of the sums paid to it, and owed to it, under the AGREEMENT BETWEEN LIGHTING COMPONENTS AND DESIGN, INC AND LITTELFUSE INC. FOR THE SALE OF LITTELITES, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and sell to the BUYER, Lighting Components and Design, Inc., certain property, rights and incidental services, (collectively "The Assets") which are more specifically described in said AGREEMENT.

SELLER represents that it has the right to sell the Assets to BUYER (except for some or all of the unfilled purchase orders for the Littelite products and with respect to the Autosplice equipment leases), and that the Assets are sold free and clear of all liens and encumbrances.

SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS, AND THEY ARE SOLD ON AN "AS-IS, WHERE-IS" BASIS.

BUYER assumes all risks for damages in transit and sales taxes, if any, on this transaction.

In Witness Whereof, SELLER has caused this instrument to be executed by its duly authorized officer as of the date indicated below.

For SELLER, Littelfuse, Inc.

***[SEE SIGNATURES ON SEPARATE DUPLICATE ORIGINAL DOCUMENT]***

Philip G. Franklin, Vice President,  
Treasurer and Chief Financial Officer

\_\_\_\_\_ (Date)

For BUYER, Lighting Components and Design, Inc.

***[SEE SIGNATURES ON SEPARATE DUPLICATE ORIGINAL DOCUMENT]***

Jon Cooper, President

\_\_\_\_\_ (Date)

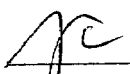

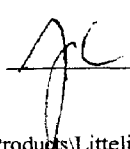

 (For LC&D)  (For Littelfuse)



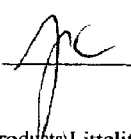

EXHIBIT F**OTHER TERMS AND CONDITIONS OF THIS AGREEMENT**

THE TANGIBLE AND INTANGIBLE ASSETS, INVENTORIES, EQUIPMENT, GOODS AND SERVICES PURCHASED BY LIGHTING COMPONENTS & DESIGN, INC. (LC&D) UNDER THIS AGREEMENT ARE SUBJECT TO BOTH THE FOLLOWING ADDITIONAL GENERAL TERMS AND CONDITIONS AND THE SPECIFIC TERMS CONTAINED IN THE BODY OF THIS AGREEMENT.

1. **EXHIBITS AND SCHEDULES.** The contents, Terms and Conditions of each EXHIBIT and SCHEDULE of this Agreement shall have the same force and effect at law as though it were part of the main document of this Agreement.
2. **REFERRAL OF FUTURE INQUIRIES AND ORDERS FOR LITTELITES PRODUCTS DIRECTLY TO LC&D. SELLER SHALL REFER ALL FUTURE ORDERS FOR LITTELITES PRODUCTS TO LIGHTING COMPONENTS AND DESIGN, DIRECTLY AND NOT TO OTHER MANUFACTURER, RESELLERS OR DISTRIBUTORS OF SIMILAR PRODUCTS MADE BY EITHER BUYER OR SELLER**
3. **OWNERSHIP OF SPECIFICATIONS** – By this Agreement LC&D has acquired title to all drawings and specifications owned by the SELLER that are necessary for the manufacture of the Littelites product line by LC&D. SELLER shall not disclose such drawings and specifications to any person, firm or corporation without LC&D's written consent. SELLER shall promptly transfer and ship all drawings and specifications to LC&D, if any are inadvertently omitted from the initial shipments to LC&D, or if the SELLER subsequently discovers them.
4. **SUBSEQUENT DISCOVER OF DOCUMENTS, MATERIALS AND EQUIPMENT RELATED TO LL SALE.** LF will promptly notify LC&D of such discovery and forward them to LC&D in a timely manner.
5. **TITLE AND RISK OF LOSS** — Title and risk of loss shall pass to LC&D upon delivery of the Assets F.O.B. Seller's Watseka, Illinois, plant.
6. **SALE OF BUSINESS; INSOLVENCY** – For a period of two years from date of sale, SELLER and BUYER shall immediately advise each other in the event of any potential sale, change of ownership, bankruptcy or insolvency of either party, so that the other party might act in an informed manner to protect its interests.
7. **TAXES** — Sales taxes, if any, will be the responsibility of LC&D. **Illinois Personal Property Taxes**, if any, are the responsibility of Littelfuse.
8. **WAIVER** — A party's failure to assert its rights in the event of any default or breach of any provision of the Agreement shall not constitute waiver of its rights to full compliance, nor shall it be construed as a waiver of such party's rights relative to that or any other default or breach.
9. **FURTHER ACTIONS.** The SELLER shall execute and deliver such instruments and take such other actions as may reasonably be required to (a) carry out the intent of this Agreement and (b) consummate the transactions contemplated hereby.
10. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** The parties hereto hereby agree that the representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the "CLOSING" hereunder without limitation as to time.
11. **ENTIRE AGREEMENT.** This Agreement (with its SCHEDULES and EXHIBITS) contains, and is intended as, a complete statement of all of the terms and the arrangements between the parties hereto with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties hereto with respect to those matters.
12. **GOVERNING LAW; CONSENT TO JURISDICTION.** This Agreement (but not the Installment Note) shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made in and to be wholly performed in such state. Any action or proceeding, however characterized, relating to or arising out of this transaction, or in connection with the subject matter hereof shall be maintained in the state or federal courts sitting in Dade, Broward or Palm Beach Counties in the

 (For LC&D)  (For Littelfuse)

13. State of Florida, and the parties hereto, each for itself, its successors and permitted assigns, hereby irrevocably submits to the jurisdiction of the Courts of the State of Florida and the Courts of the United States of America sitting in the Dade, Broward or Palm Beach Counties in the State of Florida for the purposes of any such action or proceeding and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. BUYER agrees that BUYER will not take any action to combine or consolidate any case being litigated by the SELLER and BUYER in Illinois with respect to the Installment Note with any case being litigated in Florida between SELLER and BUYER in connection with this Agreement or otherwise.
14. **BROKERS.** No Person has acted directly or indirectly as a broker, finder or financial advisor for the parties in connection with the negotiations relating to or the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment in respect thereof based in any way on any agreement, arrangement or understanding made by or on behalf of the SELLER or BUYER.
15. **LITIGATION.** There is no Legal Proceeding pending or, to the best knowledge, after due investigation, of the SELLER, threatened that questions the validity of this Agreement, any SELLER Document or any action taken or to be taken by the SELLER in connection with, or which seeks to enjoin or obtain monetary damages in respect of, the consummation of the transactions contemplated hereby or thereby. There is no outstanding or, to the best knowledge, after due investigation, of the SELLER, threatened Order of any Governmental Body against, affecting or naming the SELLER or affecting any of the Assets or the Littelites Business.
16. **THE SELLER NOT BEEN THE SUBJECT OF ANY CEASE-AND-DESIST ORDER,** suspension, revocation, removal or non-renewal of any license or other permit to engage in the Littelites Business or any proceeding therefor, and no notice of any proceedings therefor has been issued or threatened.
17. **NO OTHER AGREEMENT TO SELL THE ASSETS.** The SELLER does not have any legal obligation, absolute or contingent, to any other person or firm to sell any of the Assets or the Littelites Business (other than sales in the ordinary course of business, it being understood that the sale of an office or account relationships of any kind shall be deemed to be other than in the ordinary course of business).
18. **NO MISREPRESENTATION.** No representation or warranty of the SELLER contained in this Agreement (including the EXHIBITS and SCHEDULES hereto) or in any SELLER Document furnished to the BUYER pursuant to the terms hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.
19. **EXPENSES.** Each of the parties hereto shall bear its own expenses (including, without limitation, fees and disbursements of its counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance of this Agreement, each of the other documents and instruments executed in connection with or contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.
20. **EXPENSE REIMBURSEMENTS FOR TRAVEL AND LIVING** expense of Littelfuse employees while in Florida in support of the transfer will be paid outside of this agreement, an may be paid either directly by Littelfuse (for reimbursement by LC&D), or directly by LC&D.
21. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.
22. **BINDING EFFECT & NO ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party (by operation of law or otherwise) without the prior written consent of each of the other parties hereto and any attempted assignment without such required consents shall be void.
23. **AMENDMENTS.** This Agreement may be amended, supplemented or modified, and any provision hereof may be waived only via to a written instrument, making specific reference to this Agreement signed by each of the parties hereto.

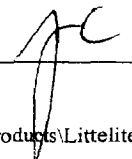

 (For LC&D)
  (For Littelfuse)

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
25. **TABLE OF CONTENTS AND HEADINGS.** The table of contents and section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.
26. **NOTICES.** Each notice, request, demand, approval or other communications which may be or is required to be given under this Agreement shall be in writing in English and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below, or when sent by recognized overnight courier service or by prepaid registered mail, return receipt requested, postage prepaid, addressed as follows:

If to SELLER: Littelfuse, Inc.  
 800 E. Northwest Highway  
 Des Plaines, IL 60016-3096  
 Attention: Corporate Controller  
 Facsimile: 847-824-3864  
 Confirm: 847-391-0350

If to BUYER: Lighting Components and Design, Inc.  
 692 South Military Trail  
 Deerfield Beach, FL 33443  
 Attention: Jon Cooper  
 Facsimile: 954-425-0110  
 Confirm: 954-425-0123

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other parties hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of three business days after the date of deposit thereof for prepaid registered mail in a duly constituted post office or branch thereof in the county of origin of the sending party, one business day after deposit with a recognized domestic overnight courier service or, in the case of a facsimile transmission, upon the confirmation of receipt of said facsimile transmission by the intended recipient thereof or a person at the same business address as said intended recipient. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

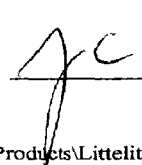
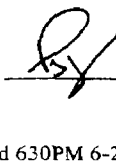
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**EXHIBIT G****ADDITIONAL POST- "CLOSING" COVENANTS**

## 1) INDEMNIFICATION AND RELATED MATTERS

i) Indemnification.

- (a) The SELLER agrees to indemnify and hold the BUYER harmless from and against any and all claims, judgments, causes of action, liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expenses (including, without limitation, the reasonable fees and expenses of counsel) (collectively, "Losses") arising out of, based upon, attributable to or resulting from:
- (i) Any inaccuracy or alleged inaccuracy of any representation, any breach or alleged breach of warranty or non-fulfillment or alleged non-fulfillment of any agreement on the part of the SELLER contained in this Agreement or any SELLER Document;
  - (ii) Any liabilities and obligations of the SELLER that are not expressly assumed by the BUYER under the terms of this Agreement, including, without limitation, the Excluded Liabilities;
  - (iii) Any occurrence or event or alleged occurrence or event which occurred prior to the "CLOSING" and relates to the SELLER, any of the SELLER's employees, the Littelite Business and/or any of the Assets, including, without limitation, any claims of any third party that the use of the trade name "Littelite" by Seller infringed its intellectual property rights;
  - (iv) The failure of the SELLER to comply with any applicable bulk sales law.
  - (v) All actions, suits, proceedings, demands, assessments, judgments, costs, penalties and expenses, including reasonable attorneys' fees, incident to any of the foregoing.
- (b) The BUYER agrees to indemnify and hold the SELLER harmless from and against any and all claims, judgments, causes of action, liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expenses (including, without limitation, the reasonable fees and expenses of counsel) (collectively, "Losses") arising out of, based upon, attributable to or resulting from:
- (i) Any inaccuracy or alleged inaccuracy of any representation, any breach or alleged breach of warranty or non-fulfillment or alleged non-fulfillment of any agreement on the part of the BUYER contained in this Agreement or the Installment Note;
  - (ii) Any liabilities and obligations of the BUYER;
  - (iii) Any occurrence or event or alleged occurrence or event which occurs after the "CLOSING" and relates to the BUYER, any of the BUYER's employees, the Littelite Business and/or any of the Assets;

 (For LC&D)  (For Littelfuse)



- (iv) Any failure of BUYER to perform the obligations of SELLER under the unfilled purchase orders described in Schedule A-10
- (v) All actions, suits, proceedings, demands, assessments, judgments, costs, penalties and expenses, including reasonable attorneys' fees, incident to any of the foregoing.
- (c) Attorneys' Fees and Costs. In the event of an action at law or in equity between the parties hereto to enforce any of the provisions hereof, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party on trial and appeal as adjudged by the court; and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included as part of such judgment.
- (d) Non-disclosure. Except as otherwise required by applicable law or judicial order or process, neither party hereto shall disclose to any third party any of the provisions of this Agreement without first obtaining the consent of the other party hereto.



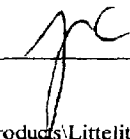

 (For LC&D)  (For Littelfuse)

EXHIBIT HNON COMPETITION COVENANT

**Noncompetition.** The SELLER agrees that for a period of five years following the "CLOSING" Date (the "Covenant Term") Seller shall not provide, manufacture, or purchase for resale, substantially identical products to those currently sold by Seller under the Littelites trade name without the express written consent of the then President of Buyer and Seller will not divulge or make use of any mailing lists, customer lists, subscription lists, processes, trade secrets, software, research, techniques, designs or other technical data, know-how or other proprietary or confidential information used at any time in the past or during the Covenant Term solely in connection with the Littelites Business or constituting an Asset, except to the extent the BUYER may so authorize in writing or as required by judicial order or process or applicable law.

**Remedies.** The BUYER and the SELLER each acknowledge that the time, scope and other provisions of this Agreement have been specifically negotiated by sophisticated commercial parties and specifically hereby agree that such time, scope and other provisions are reasonable under the circumstances. It is agreed that other remedies cannot fully compensate the BUYER for such a violation and that the BUYER shall be entitled to injunctive relief to prevent any violation or continuing violation thereof. It is the intent and understanding of each party hereto that if, in any action before any court or agency legally empowered to enforce this Agreement, any term, restriction, covenant or promise in this Agreement is found to be unreasonable and for that reason unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such court or agency.

 (For LC&D)  (For Littelfuse)

**SECRETARY'S CERTIFICATE OF DIRECTOR'S RESOLUTION**  
**LIGHTING COMPONENTS AND DESIGN, INC.**

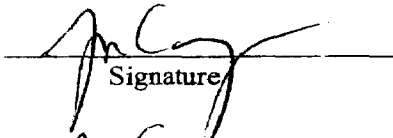
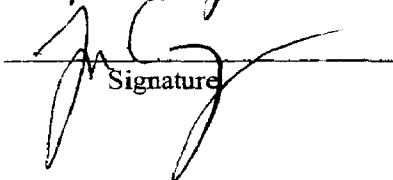
**RESOLVED**, The President of Lighting Components and Design, Inc., Jon Cooper, is hereby authorized to enter into an agreement with Littelfuse, Inc., for the purchase of the Littelites Product Line from Littelfuse, as described in the ASSET PURCHASE AGREEMENT BETWEEN LIGHTING COMPONENTS AND DESIGN, INC. AND LITTELFUSE, INC. FOR THE SALE OF LITTELITES TO LC&D.

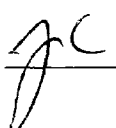

Furthermore, the Corporation represents that it, and the President as its agent, has full corporate power and authority, to execute and deliver this Agreement and any related agreement, document, instrument or certificate consistent with this Agreement, to perform fully its obligations hereunder and thereunder and any other agreements as he may deem are required on behalf of the Corporation in support of this transaction.

Lighting Components and Design, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the state of and has full corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

The execution, delivery and performance by Littelfuse of this Agreement and each of its related Documents have been duly authorized by all necessary corporate action on the part of the Corporation.

**Approved for the Officers of the Board of Directors of Lighting Components and Design, Inc.**

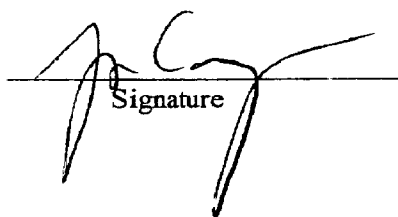
President (Jon Cooper)	 Signature	6/29/99 Date
Secretary (Jon Cooper)	 Signature	6/29/99 Date

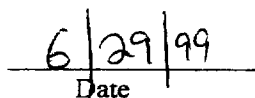
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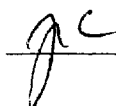

**STOCKHOLDER'S CONSENT FOR  
LIGHTING COMPONENTS AND DESIGN, INC.**

I, Jon Cooper, the owner and holder of all of the issued and outstanding shares of capital stock of Lighting Components and Design, Inc., hereby approve, consent to and ratifies the execution, delivery and performance by the corporation of the documents mentioned in the forgoing resolutions and in the ASSET PURCHASE AGREEMENT BETWEEN LIGHTING COMPONENTS AND DESIGN, INC. AND LITTELFUSE, INC. FOR THE SALE OF LITTELITES TO LC&D.

Jon Cooper

  
Signature

  
Date

 (For LC&D)  (For Littelfuse)

**RODR. PUT W SAFE**

<u>DOCUMENTS</u>	<u>DOC. LENGTH</u>
1. COVER LETTER	1 Page
2. INSTALLMENT NOTE	3 Pages
3. BILL OF SALE	1 Page
4. ASSET PURCHASE AGREEMENT	38 Pages
5. SECRETARY'S CERTIFICATE	1 Page
6. STOCKHOLDERS CONSENT	1 Page

This document is (check one):

Original, signed document

