

09-19-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
12/22/89
- Change of Name
- Other Asset Purchase

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name DeVlieg, Inc.

12/22/89

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Michigan

Receiving Party

Mark if additional names of receiving parties attached

Name DeVlieg-Bullard, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10100 Forest Hills Road

Address (line 2) _____

Address (line 3) Rockford Illinois 61115

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

09/18/2000 MTHAI1 00000299 0414870

01 FC:481

40.00 DP

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

ELIZABETH J. MOODY

Name of Person Signing

Elizabeth J. Moody
Signature

8/18/00

Date Signed

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

DeVLIEG, INC.

AND

DEVLIIEG-BULLARD, INC.

MAN-AU-TROL

411870

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into on this 22 day of December, 1989 between DeVlieg, Inc., a Michigan corporation ("Seller"), and DeVlieg-Bullard, Inc., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Seller desires to sell to Buyer at the Closing, as hereinafter defined, and Buyer desires to purchase from Seller certain assets, as more fully described herein, upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual representations, warranties and covenants which are made and to be performed by the respective parties, it is agreed as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.01 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer and Buyer shall purchase, acquire and accept from Seller the following described assets used in the operation of the business of the DeVlieg-Sundstrand Services Group, a division of Seller, wherever located (collectively, the "Assets"):

(a) The land and improvements located at Cuyahoga Falls, Ohio, as well as the machinery and equipment of the DeVlieg-Sundstrand Services Group located at Cuyahoga Falls, Ohio and Royal Oak, Michigan (collectively, the "Fixed Assets");

(b) All inventories, including supplies, raw materials, work-in-progress, spare parts and finished goods, including the special purchase of service parts work-in-progress described on the Attachment to Schedule 1.02 (collectively, the "Inventories");

(c) All accounts and notes receivable (the "Receivables");

(d) All prepaid rent, prepaid property taxes, prepaid supplies, advances and other prepaid expenses (other than prepaid insurance) and deposits and deferred charges attributable to the contracts and commitments of Seller which are to be assigned to Buyer under this Agreement (collectively, the "Prepaid Items");

(e) To the extent assignable, all of Seller's rights in and under leases, contracts, licenses, purchase and sale orders, quotations and other agreements to which Seller is a party on the Closing Date and which are obligations of the DeVlieg-Sundstrand Services Group (collectively, the "Assigned Contracts");

(f) All operating data and records of the DeVlieg-Sundstrand Services Group, including books, records, sales and sales promotional data, advertising materials, customer lists, credit information, cost and pricing information, supplier lists, business plans, reference catalogs, and computer programs and electronic data processing software related to any of the foregoing items (collectively, the "Records");

(g) (i) All engineering and production designs, drawings, formulae, specifications, technology, trade secrets, know-how and other similar data used in the operation of the business of the DeVlieg-Sundstrand Services Group, and (ii) all engineering and production designs and drawings used in the operation of the business of Seller's machine tool division, including but not limited to the DeVlieg, Bullard, White-Sundstrand and American Tool machine tool lines,

including but not limited to such data with respect to the part numbers set forth on Schedule 1.01(g) attached hereto, all modifications to such products and new products designed after the Closing that are based on such data (collectively, the "Technology");

(h) All patents, patent applications, trademarks, trade names, service marks, registered user entries, copyrights and all of Seller's right, title and interest in any application for any of the foregoing, and all claims and causes of action relating to any of the foregoing, including claims and causes of action for past infringement; and all rights under permits, licenses, franchises and similar authorizations used by Seller to the extent transferable (collectively, the "Rights"); and

(i) The goodwill of the business conducted by the DeVlieg-Sundstrand Services Group.

1.02 Assumption of Liabilities. Except as set forth in Schedule 1.02 attached hereto and made a part hereof, Buyer shall not assume any debts, liabilities, obligations, expenses, taxes, contracts or commitments of the DeVlieg-Sundstrand Services Group of any kind, character or description, whether accrued, absolute, contingent or otherwise, no matter whether arising before or after the Closing, and whether or not reflected or reserved against in Seller's financial statements, books of accounts or records. The liabilities and obligations set forth on Schedule 1.02 are herein referred to as the "Assumed Liabilities."

1.03 Assignment of Contracts. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign, and the Assets shall not include, any claim, contract, instrument, agreement, license, lease, commitment, sales order, purchase order or any claim or right, or any benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights of Buyer or Seller thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect such rights, Seller will cooperate with Buyer, at no cost to Buyer, in any arrangement designed to provide for Buyer the benefits under any such claims, contracts, instruments, agreements, licenses, leases, commitments, sales orders or purchase orders, including, without limitation, enforcement for the benefit of Buyer of any and all rights of Buyer or Seller against a third party thereto arising out of a breach or cancellation by such third party or otherwise; and any transfer or assignment to Buyer of any property or property rights or any contract or agreement which shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

ARTICLE II CONSIDERATION

2.01 Purchase Price. Subject to adjustment as set forth in Section 2.02, the purchase price ("Purchase Price") for the Assets shall be as set forth below:

(a) 70,000 shares of Class F Preferred Stock, \$0.10 par value per share, of Buyer (the "Class F Preferred Stock") having a liquidation preference of \$7,000,000 and those other terms and conditions as are set forth in Schedule 2.01(a) attached hereto;

(b) \$17,500,000 in cash, in the form of wire transfer or cashier's check, as the Buyer may specify at least three business days prior to the Closing (as hereinafter defined);

(c) \$9,094,333 by the cancellation of the principal indebtedness described in Schedule 2.01(c) attached hereto; and

(d) a contingent earnout arrangement in the amount of \$2,000,000, having such terms and conditions as are set forth in Schedule 2.01(d) attached hereto.

2.02 Post-Closing Adjustment. The Purchase Price shall be adjusted after the Closing as follows:

(a) Within 90 days after the Closing Date, Buyer shall prepare an unaudited balance sheet of the DeVlieg-Sundstrand Services Group as at the end of the month closest to the Closing Date, which balance sheet shall be prepared in accordance with

generally accepted accounting principles consistently applied, and in accordance with the procedures set forth on the attachment to Schedule 1.02, except that Buyer shall utilize the accounts payable balance as at December 31, 1989 (and not at the end of the month closest to the Closing Date) in the preparation of such balance sheet ("Closing Date Balance Sheet"). Seller shall have the right to review the financial records, work papers and financial statements of Buyer in order to verify the Closing Date Balance Sheet items.

(b) Buyer shall conduct a cash flow analysis in accordance with generally accepted accounting principles applied in a manner consistent with the Financial Statements (as defined herein), utilizing the December 31, 1989 Balance Sheet and the Closing Date Balance Sheet. The Purchase Price shall be adjusted dollar-for-dollar to the extent that such analysis reflects a change in net assets of the DeVlieg-Sundstrand Services Group between December 31, 1989 and the Closing Date. Seller shall have the right to review the financial records, work papers and financial statements of Buyer in order to verify the cash flow analysis conducted by Buyer. Within 10 business days after such analysis is completed, Buyer or Seller, as the case may be, shall pay to the other party in the form of a cashier's check or wire transfer, as the recipient shall request, the amount of such Purchase Price adjustment.

ARTICLE III CLOSING; OBLIGATIONS OF THE PARTIES

3.01. Closing Date. The closing (the "Closing") shall take place simultaneously with the closing of the sale by Buyer of 3,250,000 shares of its common stock that will be offered to the public pursuant to a prospectus which forms a part of a registration statement on Form S-1 ("Registration Statement"), to be filed with the Securities and Exchange Commission at the earliest practicable date, but in no event shall the Closing occur after March 31, 1990 without approval of the Boards of Directors of Buyer and Seller. The Closing shall be effective for accounting purposes as of the close of business on December 31, 1989, and shall occur at the offices of Bass, Berry & Sims, First American Center, Nashville, Tennessee, or at such other place as the parties hereto mutually agree (the "Closing Date").

3.02. Obligations of the Parties at the Closing.

(a) At the Closing, Buyer shall deliver to Seller (or Seller's agent):

- (i) the consideration as specified in Section 2.01;
- (ii) a copy of resolutions of the Board of Directors of Buyer, certified by Buyer's Secretary, authorizing the execution, delivery and performance of this Agreement and

the other documents referred to herein to be executed by Buyer, and the consummation of the transactions contemplated hereby;

(iii) a certificate of Buyer certifying as to the accuracy of Buyer's representations and warranties at and as of the Closing and that Buyer has performed or complied in all material respects with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by Buyer at or before the Closing;

(iv) lease or sublease agreements with respect to certain real property located at Royal Oak, Michigan and Belvidere, Illinois, in substantially the forms of Schedules 3.02(a)(iv)(1) and (2) attached hereto;

(v) a lease agreement with respect to the machinery and equipment used by the DeVlieg-Sundstrand Services Group in the operation of its business at Belvidere, Illinois, in substantially the form of Schedule 3.02(a)(v) attached hereto;

(vi) a license agreement with respect to the trademarks to be licensed by Buyer from DV Associates, L.P. and patents to be purchased by Buyer, which patents and trademarks are used by both the Seller and the DeVlieg-Sundstrand Services Group in the operation of their respective businesses, in substantially the form of Schedule 3.02(a)(vi) attached hereto;

(vii) a services agreement for management information systems, data processing and accounting services, in substantially the form of Schedule 3.02(a)(vii) attached hereto;

(viii) a supply agreement for parts to be sold to Buyer by Seller, in substantially the form of Schedule 3.02(a)(viii) attached hereto; and

(ix) such other certificates and documents as Seller or its counsel may reasonably request.

(b) At the Closing, Seller will deliver to Buyer:

(i) such deeds, bills of sale, endorsements, assignments, motor vehicle titles and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to Buyer, as shall be effective to vest in Buyer all of Seller's title to and interest in the Assets, all of Seller's contracts and commitments, books, records and other data relating to the assets, business and operations of the DeVlieg-Sundstrand

Services Group (except minute and stock books and similar corporate records and any other documents and records which Seller is required by law to retain in its possession), and, simultaneously with such delivery, will take such steps as may be necessary to put Buyer in actual possession and operating control of the Assets and such business;

(ii) a copy of resolutions of the Board of Directors of Seller, certified by Seller's Secretary, authorizing the execution, delivery and performance of this Agreement and the other documents referred to herein to be executed by Seller, and the consummation of the transactions contemplated hereby;

(iii) a copy of resolutions adopted by at least a majority of Seller's shareholders, certified by Seller's Secretary, authorizing the execution, delivery and performance of this Agreement and the other documents referred to herein to be executed by Seller, and the consummation of the transactions contemplated hereby;

(iv) a certificate of the Seller certifying as to the accuracy of Seller's representations and warranties at and as of the Closing and that it has performed or complied in all material respects with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by Seller at or before the Closing;

(v) lease or sublease agreements with respect to certain real property located at Royal Oak, Michigan and Belvidere, Illinois, in substantially the forms of Schedules 3.02(a)(iv)(1) and (2);

(vi) a lease agreement with respect to the machinery and equipment used by the DeVlieg-Sundstrand Services Group in the operation of its business at Belvidere, Illinois, in substantially the form of Schedule 3.02(a)(v);

(vii) a license agreement with respect to the trademarks to be licensed by Buyer from DV Associates, L.P. and patents to be purchased by Buyer, which patents and trademarks are used by both the Seller and the DeVlieg-Sundstrand Services Group in the operation of their respective businesses, in substantially the form of Schedule 3.02(a)(vi);

(viii) a services agreement for management information systems, data processing and accounting services, in substantially the form of Schedule 3.02(a)(vii);

(ix) a supply agreement for parts to be sold to Buyer by Seller, in substantially the form of Schedule 3.02(a)(viii); and

(x) such other certificates and documents as Buyer or its counsel may reasonably request.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES BY SELLER

Seller hereby represents and warrants as follows:

4.01. Authorization. Seller has full corporate power and authority to enter into this Agreement and perform its obligations hereunder and carry out the transactions contemplated hereby. The Board of Directors of Seller has taken all action required by law, its Articles of Incorporation, its By-laws and otherwise to authorize the execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby.

4.02. Organization, Good Standing and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. Seller has full corporate power and authority to carry on its business as now conducted and possesses all governmental and other permits, licenses and other authorizations to own, lease or operate its assets and properties as now owned, leased and operated and to carry on its business as presently conducted. Seller is duly licensed or qualified to do business as a foreign corporation and is in good standing in each state wherein the properties owned or leased or the business transacted by Seller makes such licensing or qualification to do business as a foreign corporation necessary, except where the failure to be so qualified would not have a material adverse effect on the operations of Seller.

4.03. Valid and Binding Agreement. This Agreement constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

4.04. No Violation. Except as set forth on Schedule 4.04, the execution and delivery of this Agreement by Seller does not, and the consummation of the transactions contemplated hereby will not (a) violate any provision of, or result in the creation of any lien or security interest under, any material agreement, indenture, instrument, lease, security agreement, mortgage or lien to which the Seller is a party or by which any of the Seller's assets or properties are bound; (b) violate any provision of the Articles of Incorporation or Bylaws of Seller; (c) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to the Seller; or (d) violate any other contractual or legal obligation or restriction to which Seller is subject.

4.05. Financial Statements. Seller has delivered to Buyer (a) balance sheets of the DeVlieg-Sundstrand Services Group as at July 31 in each of the years 1987, 1988 and 1989, and the related statements of income and cash flow for each of the fiscal years then

ended including the notes thereto, together with the report thereon of Price Waterhouse (the "Audited Financial Statements"), and (b) the balance sheet of the DeVlieg-Sundstrand Services Group as at October 31, 1989 and the related statement of income and cash flow for the three months then ended, including the notes thereto, which have been reviewed by Price Waterhouse (the "Reviewed Financial Statements") (the Audited Financial Statements and the Reviewed Financial Statements are hereinafter collectively referred to as the "Financial Statements"). The Financial Statements fairly present the assets, liabilities, financial condition and results of operations of the DeVlieg-Sundstrand Services Group at the dates thereof and for the respective periods therein referred to, all in accordance with generally accepted accounting principles consistently applied.

4.06. Assets. Except as set forth on Schedule 4.06, the Assets constitute all the assets owned, leased or used by the DeVlieg-Sundstrand Services Group which are in any way necessary to the continued operation of the business of the DeVlieg-Sundstrand Services Group as it is now being conducted. The Fixed Assets are in good working condition and repair, normal wear and tear excepted, and are adequate for the uses for which they are intended. The Fixed Assets conform in all material respects to applicable health, sanitation, fire, environmental, safety, labor, zoning and building laws and ordinances. None of such Fixed Assets is currently the subject of any eminent domain, condemnation or similar proceeding and to the best of Seller's knowledge, no such proceeding is threatened. Seller is now in possession of each parcel of real property that comprises the Fixed Assets, there is no adverse claim against such real property and there are no pending or, to Seller's knowledge, threatened proceedings that might interfere with Buyer's quiet enjoyment of such real property.

4.07. Title to Properties; Encumbrances. Seller has good, valid and marketable title to all the Assets, free and clear of any mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance or charge of any kind, except as set forth on Schedule 4.07 hereto.

4.08. Trademarks, Patents, Etc. Schedule 4.08 is a list of all patents, trademarks, tradenames, trademark registrations, service names, service marks, copyrights, formulae and applications therefor owned or used by Seller, title to each of which is, except as set forth in Schedule 4.08 hereto, held by Seller free and clear of all adverse claims, liens, security agreements, restrictions or other encumbrances. There is no infringement action, lawsuit, claim or complaint which asserts that Seller's operations violate or infringe the rights or such trade names, trademarks, trademark registration, service name, service mark or copyright of others with respect to any apparatus or method of the Seller or any adversely held trademark, trade name, trademark registration, service name, service mark or copyright, and the Seller is not in any way making use of any confidential information or trade secrets of any person except with the consent of such person.

4.09. No Undisclosed Liability. Except as and to the extent of the amounts specifically reflected or reserved against in the Financial Statements or disclosed in the notes thereto, or to the extent disclosed on Schedule 4.09 hereto, with respect to the DeVlieg-Sundstrand Services Group, Seller does not have any material liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due (including, without limitation, liabilities for taxes and interest, penalties and other charges payable with respect thereto).

4.10. Tax Matters. Except as set forth on Schedule 4.10, Seller has duly filed all tax reports and returns required to be filed by it and has duly paid all taxes and other charges due or claimed to be due from it by federal, state or local taxing authorities (including without limitation, those due in respect of its properties, income, franchises, licenses, sales and payrolls); and true and correct copies of all tax reports and returns relating to such taxes and other charges for the period since July 31, 1988 have been heretofore delivered to Buyer. The reserves for taxes contained in the Financial Statements and carried on the books of Seller are adequate to cover all tax liabilities as of the date of this Agreement. Since October 31, 1989, Seller has not incurred any tax liabilities other than in the ordinary course of business; there are no tax liens (other than liens for current taxes not yet due) upon any properties or assets of Seller (whether real, personal or mixed, tangible or intangible), and, except as reflected in the Financial Statements, there are no pending or, to the Seller's knowledge, threatened questions or examinations relating to, or claims asserted for, taxes or assessments against Seller. Seller has not granted or been requested to grant any extension of the limitation period applicable to any claim for taxes or assessments with respect to taxes.

4.11. Absence of Certain Changes. Except as and to the extent set forth on Schedule 4.11 hereto, since October 31, 1989, with respect to the DeVlieg-Sundstrand Services Group, the Seller has not:

(a) suffered any material adverse change in its working capital, financial condition, assets, liabilities, business or prospects, experienced any labor difficulty, or suffered any material casualty loss (whether or not insured);

(b) made any change in the business or operations of the DeVlieg-Sundstrand Services Group or in the manner of conducting its business other than changes in the ordinary course of business;

(c) incurred any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), except items incurred in the ordinary course of business and consistent with past practice, or experienced any change in any assumptions underlying or methods of calculating any bad debt, contingency or other reserves;

(d) paid, discharged or satisfied any claim, lien, encumbrance or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), other than claims, encumbrances or liabilities which were incurred and paid, discharged or satisfied since October 31, 1989 in the ordinary course of business and consistent with past practice;

(e) written down the value of any inventory, or written off as uncollectible any notes or accounts receivable or any portion thereof, except for immaterial write-downs and write-offs made in the ordinary course of business, consistent with past practice and at a rate no greater than during the three months ended October 31, 1989;

(f) cancelled any other debts or claims, or waived any rights, of substantial value;

(g) sold, transferred or conveyed any of its properties or assets (whether real, personal or mixed, tangible or intangible), except in the ordinary course of business and consistent with past practice;

(h) disposed of or permitted to lapse, or otherwise failed to preserve the exclusive rights of Seller to use any patent, trademark, trade name, logo or copyright or any such application, or disposed of or permitted to lapse any license, permit or other form of authorization, or disposed of or disclosed to any person any trade secret, formula, process or know-how;

(i) adopted any bonus, pension, profit sharing or other plan or commitment; and no such adoption of any such plan or arrangement is planned or required;

(j) made any capital expenditures or commitments in excess of \$50,000 in the aggregate for replacements or additions to property, plant, equipment or intangible capital assets of the DeVlieg-Sundstrand Services Group; or

(k) agreed, whether in writing or otherwise, to take any action described in this Section 4.11.

4.12. Compliance with Applicable Law. Seller has in the past duly complied and is presently duly complying in all material respects in the conduct of its business and the ownership of its assets with all applicable laws, whether statutory or otherwise, rules, regulations, orders, ordinances, judgments and decrees of all governmental authorities (federal, state, local or otherwise).

4.13. Litigation. Except as set forth in Schedule 4.13, there are no claims, actions, suits, proceedings or investigations pending or, to the Seller's knowledge, threatened by or against, or otherwise affecting Seller at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, agency, instrumentality or authority which, if adversely decided,

would have a material adverse effect on the condition (financial or otherwise), assets, liabilities, earnings, prospects or business of the DeVlieg-Sundstrand Services Group.

4.14. Contracts and Commitments. Except as set forth in Schedule 4.14 hereto, with respect to the DeVlieg-Sundstrand Services Group:

(a) Seller does not have any contracts, commitments, arrangements or understandings which may involve the expenditure by Seller after October 31, 1989 of more than \$500,000 for any individual contract, commitment, arrangement or understanding or which was not entered into in the ordinary course of business. The legal enforceability after the Closing of the rights of Buyer under any of its contracts will not be affected in any manner by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(b) Seller has no sales or purchase commitments which are in excess of the normal, ordinary and usual capacity or requirements of its business or which are not terminable on 60 days' notice.

(c) Except as described in Schedule 4.16, Seller is not a party to or bound by (i) any outstanding contracts with officers, employees, agents, consultants, advisors, salesmen, sales representatives, distributors or dealers that are not cancellable by Seller on notice of not longer than 60 days and without liability, penalty or premium, (ii) any agreement or arrangement providing for the payment of any bonus or commission based on sales or earnings, or (iii) any agreements that contain any severance or termination pay, liabilities or obligations.

(d) Seller is not a party to any licensing agreement, either as licensor or licensee.

(e) Seller is not restricted or purported to be restricted by agreement or otherwise from carrying on its business anywhere in the world.

4.15. Product and Service Warranties. Except as described on Schedule 4.15, Seller has not given or made any warranties to third parties with respect to any products supplied or services performed by the DeVlieg-Sundstrand Services Group which may still be in effect at any time after the date hereof, except for warranties imposed by law. Except as described on Schedule 4.15, there have been no claims or investigations made with respect to any product or service warranties which have not been settled and resolved or any unresolved warranty claims for which adequate reserves have not been established in the Financial Statements.

4.16. Employees and Fringe Benefit Plans.

(a) Schedule 4.16 sets forth the names and titles of all officers or employees of the DeVlieg-Sundstrand Services Group earning in excess of \$50,000 per annum, and the annual rate of compensation (including bonuses) being paid to each such officer and employee of the DeVlieg-Sundstrand Services Group as of the most recent practicable date.

(b) Schedule 4.16 hereto contains a list of each pension, profit sharing or stock bonus plan which is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any multi-employer plan as defined in Section 4201 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), collectively referred to as the "Qualified Plans", in which employees of the DeVlieg-Sundstrand Services Group are eligible to participate, including Leased Employees as defined in Section 4.15(i).

(c) For purposes of this Section 4.16, the term "Plan" shall include all "employee benefit plans," as defined by Section 3(3) of ERISA, maintained by Seller or to which Seller contributes, including the Qualified Plans and the supplemental unemployment benefit plan and related trust (the "SUB Plan") maintained by Seller for its UAW collective bargaining unit employees at Belvidere, Illinois ("Union Employees"). The Plans which cover employees of the DeVlieg-Sundstrand Services Group have been maintained in accordance with their terms and in substantial compliance with ERISA and the Code (including rules and regulations issued thereunder) applicable thereto, and no Plan obligates Buyer for any contributions or obligations thereunder.

(d) None of the Plans which are "welfare benefit plans," within the meaning of Section 3(1) of ERISA, provides for continuing benefits or coverage after termination or retirement from employment, except for the SUB Plan and except with respect to any "group health plan" as defined in Code Section 4980B(g) and ERISA Section 607. With respect to any Plan which is a "group health plan" as so defined, and which covers employees (or Leased Employees) of DeVlieg-Sundstrand Services Group, Seller warrants that in all "qualified events" (including those resulting from the transaction contemplated by this Agreement) occurring prior to the Closing Date, Seller has or will offer to eligible employees and their "qualified beneficiaries" the opportunity to elect continuation coverage under ERISA Section 602 to the extent required by ERISA Sections 601-607, and will provide that coverage, if elected, at no expense to Buyer.

(e) Seller has not incurred any liability as a result of any complete or partial withdrawal from a multi-employer plan, as defined by Sections 4201, 4203 and 4205 of ERISA, which liability has not as of the Closing Date been completely satisfied.

(f) Seller has not incurred, and does not presently owe, any liability to the Pension Benefit Guaranty Corporation ("PBGC") or the Internal Revenue Service with respect to any Qualified Plan which is an "employee pension benefit plan," as defined by Section 3(2) of ERISA, including, but not by way of limitation, any liability for PBGC premiums or excise taxes under Code Section 4971.

(g) The Seller has complied in all material respects with all applicable federal, state and local laws, rules and regulations relating to employees' employment and/or employment relationships, including, without limitation, wage related laws, anti-discrimination laws and employee safety laws.

(h) Except for the collective bargaining agreement as to Union Employees, the Seller is not a party to any contract or agreement or requirement of law which would require Buyer to hire, or subject Buyer to liability if it did not pay or provide, any employee benefits to any employee of the Seller for periods prior to or after the Closing Date (including any and all employee benefits and any compensatory, overtime, vacation, sick or holiday pay).

(i) After the Closing Date, Union Employees who are part of the DeVlieg-Sundstrand Services Group shall remain as employees of Seller but shall be leased to Buyer for so long as they remain employed at the Belvidere, Illinois facility and are subject to the collective bargaining agreement ("Leased Employees"). These Leased Employees shall continue to participate in all Plans of Seller in which they are eligible to participate as of the Closing Date, at the expense of Seller, including the SUB Plan and the DeVlieg-Sundstrand UAW Pension Plan.

(j) Buyer agrees to provide for employees of the DeVlieg-Sundstrand Services Group who are not Union Employees and who continue in the employment of Buyer the right to participate in a profit sharing plan established or maintained by Buyer, containing a salary reduction and matching arrangement qualifying under Section 401(k) of the Code, with credit granted for prior service with Seller (and with MRC, Inc., White Consolidated Industries, Inc., and Sundstrand Corporation) for purposes of vesting and eligibility to participate.

4.17. Environmental Matters. Except as set forth on Schedule 4.17:

(a) All federal, state and local permits, licenses and authorizations required for the use and operation of the real property owned, leased or used by the DeVlieg-Sundstrand Services Group have been obtained and are presently in effect.

(b) None of such real property has been used by the Seller at any time to handle, treat, store or dispose of any hazardous or toxic waste or substance, nor is any of the real property, including all soils, ground waters and service waters located on, in or under

such real property, contaminated with pollutants or other substances, which contamination may give rise to a clean-up obligation under any federal, state or local law, rule, regulation or ordinance.

(c) There are no outstanding violations or any consent decrees entered against the Seller regarding environmental and land use matters, including, but not limited to, matters affecting the emission of air pollutants, the discharge of water pollutants, the management of hazardous or toxic substances or wastes or noise.

(d) To the Seller's knowledge, there are no claimed, threatened or alleged violations with respect to any federal, state or local environmental law, rule, regulation, ordinance, permit, license, or authorization and there are no present discussions with any federal, state or local governmental agency concerning any alleged violation of environmental laws, rules, regulations, ordinances, permits, licenses or authorizations.

(e) All operations conducted by Seller on such real property have been and are, in all material respects, in compliance with all federal, state and local statutes, rules, regulations, ordinances, permits, licenses and authorizations relating to environmental compliance and control.

(f) To the Seller's knowledge, there are no threatened or pending lawsuits or administrative proceedings against Seller that may affect the DeVlieg-Sundstrand Services Group regarding environmental compliance, control or liability.

4.18. Accounts Receivable. All accounts and notes receivable of the DeVlieg-Sundstrand Services Group represent sales actually made in the ordinary course of business; none of such receivables is subject to any counterclaim or set-off other than normal sales adjustments or allowances consistent with past practice; and all such receivables are current and collectible in accordance with their respective terms, net of any reserve reflected in the Financial Statements.

4.19. Orders, Commitments and Returns. As of the date of this Agreement, there are no asserted, or if unasserted, sustainable, claims to return merchandise of the DeVlieg-Sundstrand Services Group by reason of alleged overshipments, defective merchandise, breach of warranty or otherwise. There is no merchandise in the hands of customers under any understanding that such merchandise is returnable other than pursuant to the standard returns policy set forth in the contracts of the DeVlieg-Sundstrand Services Group. Seller does not know or have reason to believe that either the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby will result in any cancellations or withdrawals of accepted and unfilled orders for the sale of merchandise of the DeVlieg-Sundstrand Services Group.

4.20. Inventory. All inventory of the DeVlieg-Sundstrand Services Group is of good and merchantable quality and is usable and saleable in the ordinary course of business, except for items of obsolete materials and materials of below standard quality, all of which have been written down in the Financial Statements to realizable market value or for which adequate reserves have been provided therein. The present quantities of all inventory of the DeVlieg-Sundstrand Services Group are reasonable in the present circumstances of its business. Seller is not under any liability or obligation with respect to the return of inventory or merchandise of the DeVlieg-Sundstrand Services Group in the possession of wholesalers, retailers or other customers.

4.21. Consents and Approvals. Seller has, or at the Closing will have, obtained all consents, approvals, authorizations or orders of third parties, including governmental authorities, necessary for the authorization, execution and performance of this Agreement by Seller, which such consents, approvals, authorizations or orders are set forth on Schedule 4.04.

4.22. Accuracy of Information. Seller has reviewed the following portions of the Registration Statement, to the extent such portions describe the business and financial condition of the DeVlieg-Sundstrand Services Group:

- "Prospect Summary"
- "Investment Considerations"
- "The Company"
- "The Restructuring"
- "Capitalization"
- "Selected Financial Data"
- "Managements' Discussion and Analysis of Financial Condition and Results of Operations"
- "Business"
- "Certain Transactions"

None of the information with respect to the DeVlieg-Sundstrand Services Group contained in the above-referenced portions of the Registration Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements and information contained therein not misleading.

4.23. Pro Forma Balance Sheet; Financial Projections; Assumptions.

(a) Attached hereto as Schedule 4.23(a) is an unaudited projected pro forma balance sheet of Seller which on a pro forma basis giving effect to the transactions contemplated herein, and the transfer of the outstanding capital stock of Lyons Holdings, Inc. ("Lyons Holdings") and the outstanding Series A Preferred Stock of DeVlieg-Lyons Integrated Systems, Inc. ("Lyons") pursuant to the terms of a stock purchase agreement of even date herewith between

Buyer and Seller ("Stock Purchase Agreement"), fairly presents the assets and liabilities of Seller as they are expected to exist on January 31, 1990.

(b) Attached hereto as Schedule 4.23(b) is an unaudited projected pro forma balance sheet identical to Schedule 4.23(a) except that it was prepared in accordance with the following criteria:

(i) all of Seller's assets are listed and valued at (A) their fair valuation (as determined in accordance with the Bankruptcy Code), and, if different, (B) at their present fair saleable value (as determined in accordance with Michigan law);

(ii) all of Seller's liabilities are listed, including, without limitation, all unliquidated, contingent, unmatured and disputed claims and all other liabilities included within the definition of "claim" as set forth in the Bankruptcy Code (all such liabilities and claims hereinafter referred to as "Contingent Liabilities"); and

(iii) the Contingent Liabilities are valued at an amount reflecting the probable liability of Seller with respect thereto, or, if not determinable, at their full face value.

(c) Attached hereto as Schedule 4.23(c) is Seller's detailed financial projections for the period ending July 31, 1990, prepared on a monthly basis, and for each of Seller's fiscal years 1991 - 1992, prepared on a quarterly basis, showing the projected results of Seller's operations and Seller's projected cash flow for such periods.

(d) Attached hereto as Schedule 4.23(d) is a list of the assumptions upon which the projections set forth on Schedule 4.23(c) were prepared, which assumptions are consistent with the operation, during the past three years, of Seller's business (including, without limitation, assumptions with respect to sales levels and cost of goods sold) and consistent with factors known to exist presently or reasonably anticipated to exist during the periods covered thereby.

(e) As Schedule 4.23(c) demonstrates, the realization by Seller of current assets in the ordinary course of its business, in addition to the proceeds of contemplated sales of assets not necessary for the continuation of Seller's business, will be sufficient to pay recurring current debt, short term debt and long term debt service as such debt matures, and Seller's cash flow together with the proceeds of such asset sales will be sufficient to provide the cash necessary to repay long term indebtedness as such debt matures or it is reasonably anticipated that long term debt can be readily refinanced at its maturity.

(f) Immediately following (i) the closing of the transactions contemplated by the Agreement and (ii) the completion of

all other transactions contemplated by Seller at the time of its execution of the Agreement, Seller will not be insolvent (as that term is used in the Bankruptcy Code and under Michigan law), will be able to pay its debts as they mature, will have capital sufficient to carry on its business and all business in which it is about to engage, and will have assets (as set forth on Schedule 4.23(b)) the value of which will be greater than the amount of all its liabilities (as set forth on Schedule 4.23(b)).

ARTICLE V
REPRESENTATIONS AND WARRANTIES BY BUYER

Buyer hereby represents and warrants to Seller as follows:

5.01. **Organization and Good Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

5.02. **Authorization.** The Board of Directors of Buyer has taken all action required by law, its Articles of Incorporation, its Bylaws and otherwise to authorize the execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby. The approval of Buyer's Shareholders is not required for the due authorization, execution and delivery by Buyer of this Agreement.

5.03. **Valid and Binding Agreement.** This Agreement constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

5.04. **No Violation.** Except as set forth on Schedule 5.04, the execution and delivery of this Agreement by Buyer does not, and the consummation of the transactions contemplated hereby will not, (a) violate any provision, or result in the creation of any lien or security interest under, any agreement, indenture, instrument, lease, security agreement, mortgage or lien to which Buyer is a party or by which it is bound; (b) violate any provision of Buyer's Articles of Incorporation or Bylaws; (c) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to Buyer; or (d) violate any other contractual or legal obligation or restriction to which Buyer is subject.

5.05. **Consents and Approvals.** Buyer has, or at the Closing will have, obtained all consents, approvals, authorizations or orders of third parties, including governmental authorities, necessary for the authorization, execution and performance of this Agreement by Buyer, which such consents, approvals, authorizations or orders are set forth on Schedule 5.04.

ARTICLE VI
COVENANTS AND AGREEMENTS OF SELLER

Seller agrees that from the date hereof until the Closing, and thereafter if so specified, it will fulfill the following covenants and agreements unless otherwise consented to by Buyer in writing:

6.01. Conduct of Business Pending the Closing.

(a) Seller will take such action as may be necessary to maintain, preserve, renew and keep in full force and effect the existence, rights and franchises of the DeVlieg-Sundstrand Services Group, to keep available to Buyer the officers and employees of the DeVlieg-Sundstrand Services Group, and to preserve for Buyer the present relationships of the DeVlieg-Sundstrand Services Group with its suppliers and customers and others having business relationships with it.

(b) Seller will duly comply with all laws applicable to it and its business and operations and all laws, compliance with which is required for the valid consummation of the transactions contemplated by this Agreement.

(c) From the date hereof until the Closing:

(i) Seller will not do or omit to do any act, or permit any act or omission to act, which may cause a breach of any material contract, commitment or obligation of the DeVlieg-Sundstrand Services Group, or any breach of any representation, warranty, covenant or agreement made by Seller herein.

(ii) Seller will not (A) grant any increase in the wages or salary of any officer, employee or agent of the DeVlieg-Sundstrand Services Group, except normal wage or salary increases for employees (other than officers and other management employees) in the ordinary course of business and consistent with past practice; (B) by means of any bonus or pursuant to any plan or arrangement or otherwise, increase by any amount or to any extent the benefits or compensation of any such officer, employee or agent; (C) enter into any employment agreement, sales agency or other contract or arrangement with respect to the performance of personal services which is not terminable by it without liability on not more than 60 days notice; or (D) agree to take any such action.

(iii) Seller will not terminate or modify in any material respect any lease, license, permit, contract or other agreement to which it is a party with respect to the DeVlieg-Sundstrand Services Group.

(iv) Seller will not mortgage, pledge or subject to lien or any other encumbrance, any of the Assets.

(v) Seller will not enter into any transaction on behalf of the DeVlieg-Sundstrand Services Group involving more than \$100,000 or a commitment extending more than six months, without giving Buyer at least five days' notice.

(vi) Seller will not enter into any agreement to do any of the foregoing.

(d) From the date hereof until the Closing, Seller will furnish to Buyer:

(i) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters in each fiscal year (commencing with the first fiscal quarter ending after October 31, 1989), a statement of income and cash flow of Seller for such quarterly period and for the period from the beginning of such fiscal year to the end of such quarterly period and a balance sheet of Seller as at the end of such quarterly period, setting forth in each case in comparative form, figures for and at the end of the corresponding period in the immediately preceding fiscal year, all in reasonable detail; and

(ii) as soon as available, but in any event within 20 days after the end of each fiscal month commencing with the fiscal month ending November 30, 1989, a statement of income and cash flow of Seller for such monthly period and for the period from the beginning of such fiscal year to the end of such monthly period and a balance sheet of Seller as at the end of such monthly period, setting forth in each case in comparative form, figures for and at the end of the corresponding period in the immediately preceding fiscal year, all in reasonable detail.

All of such interim financial statements shall have been prepared in accordance with generally accepted accounting principles consistently applied, other than the lack of footnotes thereto and year-end adjustments.

6.02. Access; Further Assurances.

(a) After the execution of this Agreement and continuing until the Closing, Seller shall permit Buyer and its counsel, accountants, engineers and other representatives access during normal business hours to all of the directors, officers, facilities, properties, books, contracts, commitments and records of or relating to Seller (including without limitation, the right to conduct any physical count of inventory of the DeVlieg-Sundstrand Services Group or otherwise be present at or participate in any such occurrence at any time prior to the Closing) and will furnish Buyer and its representatives during such period with all such information concerning Seller's affairs and such copies of such documents relating thereto, as Buyer or its representatives may reasonably request.

(b) At any time and from time to time after the Closing, at Buyer's request and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and delivery and confirmation and take such action as the Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer and to place Buyer in possession and control of, and to confirm Buyer's title to, the Assets, and to assist Buyer in exercising all rights and enjoying all benefits with respect thereto.

6.03. Consents and Approvals. Seller shall, in a timely and accurate manner, take all necessary corporate and other action and use all reasonable efforts to obtain all consents, approvals, permits, licenses and amendments of agreements required of Seller to carry out the transactions contemplated in this Agreement and shall provide to Buyer such information as Buyer may reasonably require to make such filings and prepare such applications as may be required for the consummation by Buyer of the transactions contemplated by this Agreement.

6.04. Bulk Sales Compliance. Buyer hereby waives compliance by Seller with the provisions of the bulk sales or similar laws of any and all states (the "Bulk Sales Laws"), and Seller covenants and agrees to pay and discharge when due all claims, liabilities and related expenses which may be asserted against Buyer by reason of such noncompliance to the extent that such liabilities are not part of the Assumed Liabilities.

6.05. Material Adverse Change. Seller promptly shall notify Buyer of any material adverse change in the business, operations, prospects or financial condition of the DeVlieg-Sundstrand Services Group, including but not limited to any matter that renders any statement or omission in the Registration Statement untrue or misleading in any material respect.

6.06. Drawings and Customer Lists. From the date hereof and thereafter, Seller shall provide Buyer with (a) all Technology developed by Seller after the date of this Agreement, whether as a result of modifications to existing Technology or as newly-created Technology; and (b) lists of all customers, including addresses, who have purchased products from Seller that were manufactured by use of the Technology.

ARTICLE VII
COVENANTS AND AGREEMENTS OF BUYER

Buyer agrees that from the date hereof until the Closing, unless otherwise consented to by Seller in writing, it will fulfill the following covenants and agreements:

7.01. Confidentiality.

(a) In the event the transactions contemplated by this Agreement are not consummated, for any reason, Buyer promptly will return to Seller all records and information provided to Buyer from Seller, and Buyer will treat all such records and information as confidential.

(b) Buyer will not disclose to any other person not an employee of either Seller or Buyer (or a person otherwise involved in the carrying out of the transactions contemplated by this Agreement), nor make any public announcement of, the transactions contemplated by this Agreement prior to the Closing.

ARTICLE VIII
CONDITIONS TO BUYER'S OBLIGATIONS

All obligations of Buyer hereunder are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

8.01. Representations and Warranties. The representations and warranties made by Seller in this Agreement and the statements contained in the Schedules attached hereto or in any instrument, list, certificate or writing delivered by Seller pursuant to this Agreement shall be true in all material respects when made and at and as of the time of the Closing as though such representations and warranties were made at and as of the Closing.

8.02. Performance by Seller. Seller shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions required by this Agreement to be so complied with or performed.

8.03. Certificate of Seller. Seller shall have delivered to Buyer a certificate, dated the Closing Date, certifying as to the fulfillment of the conditions specified in Sections 8.01 and 8.02 hereof.

8.04. Consents and Approvals. Buyer shall have received from the Seller executed counterparts of the consents referred to in Section 4.21 hereof and all other consents required for the consummation of the transactions contemplated hereby, all of which consents shall be in form and substance satisfactory to Buyer.

8.05. Litigation. Except as set forth in Schedule 4.13, on the date of the Closing, Seller shall not be a party to, nor will there otherwise be pending or threatened, any judicial, administrative, or other action, proceeding or investigation which, if adversely determined would, in the opinion of Buyer, have a material adverse effect upon Seller, Buyer or the transactions contemplated hereby; and there shall be no lawsuits pending against Seller or Buyer seeking to enjoin, prohibit, restrain or otherwise prevent the transactions contemplated hereby.

8.06. Lease Agreements. Seller and Buyer shall have entered into (a) a lease agreement with respect to a portion of the facility owned by Seller and located in Royal Oak, Michigan, on substantially the terms set forth in Schedule 3.02(a)(iv)(1); (b) a sublease agreement with respect to a portion of the facility leased by Seller and located in Belvidere, Illinois, on substantially the terms set forth on Schedule 3.02(a)(iv)(2); and (c) a lease agreement with respect to machinery and equipment located in Belvidere, Illinois, on substantially the terms set forth on Schedule 3.02(a)(v).

8.07. License Agreements.

(a) Buyer and DV Associates, L.P. shall have entered into a license agreement with respect to the trademarks currently licensed by Seller, on substantially the terms set forth on Schedule 8.07(a) attached hereto.

(b) Buyer and Seller shall have entered into a non-exclusive license agreement with respect to the patents sold to Buyer pursuant to this Agreement and the trademarks licensed to Buyer by DV Associates, L.P. pursuant to Section 8.07(a) hereof, which license agreement shall provide that the annual license fee paid by Seller with respect to the trademarks and patents shall not exceed \$180,000, and otherwise shall be on substantially the terms set forth on Schedule 3.02(a)(vi).

8.08. Services Agreement. Seller and Buyer shall have entered into a services agreement for management information systems, data processing and accounting services, in substantially the form of Schedule 3.02(a)(vii).

8.09. Closing of Initial Public Offering and Refinancing. Buyer shall have completed (a) its offering to the public of 3,250,000 shares of common stock pursuant to the Registration Statement, and (b) the refinancing of its term loan and revolving credit facilities with BancBoston Financial Company.

8.10. Payment of Accrued Interest. Seller shall pay Buyer in full for all accrued interest and financing fees with respect to the indebtedness set forth on Schedule 2.01.

8.11. Payment of Accounts Receivable and Management Fees. Seller shall satisfy all accounts receivable of Buyer owed to Buyer by Seller that have been outstanding for more than 30 days, as well as all management fees due and payable to Buyer.

8.12. Acquisition of Lyons Stock. Seller shall have sold to Buyer, and Buyer shall have purchased from Seller, all of the outstanding capital stock of Lyons Holdings and all of the outstanding shares of Series A Preferred Stock of Lyons, pursuant to the terms of the Stock-Purchase Agreement.

8.13. Representation Letter. Buyer shall have received the representation letter executed by Charles E. Bradley in substantially the form of Schedule 8.13.

ARTICLE IX
CONDITIONS TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

9.01. Representations and Warranties. The representations and warranties made by the Buyer in this Agreement shall be true in all material respects when made and at and as of the time of the Closing as though such representations and warranties were made at and as of such date.

9.02. Performance. Buyer shall have performed and complied in all material respects with all agreements, obligations and conditions required by this Agreement to be so complied with or performed.

9.03. Officer's Certificate. Buyer shall have delivered to Seller a Certificate of the President of Buyer, dated the Closing Date, certifying as to the fulfillment of the conditions specified in Sections 9.01 and 9.02 hereof.

9.04. Lease Agreements. Seller and Buyer shall have entered into (a) a lease agreement with respect to a portion of the facility owned by Seller and located in Royal Oak, Michigan, on substantially the terms set forth in Schedule 3.02(a)(iv)(1); (b) a sublease agreement with respect to a portion of the facility leased by Seller and located in Belvidere, Illinois, on substantially the terms set forth on Schedule 3.02(a)(iv)(2); and (c) a lease agreement with respect to machinery and equipment located in Belvidere, Illinois, on substantially the terms set forth on Schedule 3.02(a)(v).

9.05. License Agreement. Buyer and Seller shall have entered into a non-exclusive license agreement with respect to the patents sold to Buyer pursuant to this Agreement and the trademarks licensed to Buyer by DV Associates, L.P. pursuant to Section 8.07(a) hereof, which license agreement shall provide that the annual license fee paid by Seller with respect to the trademarks and patents shall not exceed \$180,000, and otherwise shall be on substantially the terms set forth on Schedule 3.02(a)(vi).

9.06. Services Agreement. Seller and Buyer shall have entered into a services agreement for management information systems, data processing and accounting services, in substantially the form of Schedule 3.02(a)(vii).

9.07. Representation Letter. Seller shall have received the representation letter executed by Charles E. Bradley in substantially the form of Schedule 8.13.

ARTICLE X
ALTERNATIVE PURCHASE OF ASSETS

10.01. Alternative Purchase and Sale of Assets. In the event that Buyer does not fulfill the condition set forth in Section 8.09(a) hereof on or before March 31, 1990, then Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Assets, and Buyer shall assume the Assumed Liabilities, for the consideration set forth below:

(a) \$13,000,000 by the repayment of that portion of Seller's revolving credit facility with BancBoston Financial Company;

(b) \$9,800,000 in the form of a promissory note, on substantially the terms of Schedule 10.01(b) attached hereto; and

(c) \$11,791,667 by the cancellation of the indebtedness described in Schedule 10.01(c) attached hereto.

10.02. Closing of Alternative Purchase and Sale. The closing ("Alternative Closing") shall take place and be effective for all purposes on such date as the parties hereto shall mutually agree, but which in no event shall be later than May 31, 1990. The Alternative Closing shall occur at the offices of Bass, Berry & Sims, or at such other place as the parties hereto mutually agree.

10.03. Terms of the Alternative Purchase and Sale. Except as otherwise set forth in this Article X, with respect to the alternative purchase and sale of the Assets, all of the other representations, warranties, covenants, conditions and terms contained in this Agreement, and the obligations of the parties hereto, shall be and remain the same; provided, however, that the condition set forth in Section 8.12 hereof shall not be a condition to Buyer's obligations hereunder.

ARTICLE XI
INDEMNIFICATION

11.01. Indemnification by Seller. Seller hereby agrees to defend, indemnify and hold harmless Buyer and shall reimburse Buyer for, from and against each claim, loss, liability, cost and expense (including without limitation, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses"), directly or indirectly relating to, resulting from or arising out of:

(a) Any untrue representation, misrepresentation, breach of warranty or nonfulfillment of any covenant, agreement or other obligation by or of Seller contained herein, any Schedule hereto or in any certificate, document or instrument delivered to Buyer pursuant hereto.

(b) Any Loss incurred with respect to any liability of Seller other than the Assumed Liabilities.

(c) Any other Loss incidental to any of the foregoing.

11.02. Indemnification by Buyer. Buyer hereby agrees to defend, indemnify and hold harmless Seller, and shall reimburse Seller for, from and against Losses directly or indirectly relating to, resulting from or arising out of:

(a) Any untrue representation, misrepresentation, breach of warranty or nonfulfillment of any covenant, agreement or other obligation by Buyer contained herein or in any certificate, document or instrument delivered to Seller pursuant hereto.

(b) Any other Loss incidental to the foregoing.

11.03. Procedure.

(a) The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under Sections 11.01 or 11.02 of this Agreement, and, if such claim, demand, action or proceeding is a third party claim, demand, action or proceeding, the indemnifying party will have the right at its expense to assume the defense thereof using counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate, at its own expense, with respect to any such third party claim, demand, action or proceeding. In connection with any such third party claim, demand, action or proceeding, Buyer and the Seller shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party claim, demand, action or proceeding shall be settled without the prior written consent of the indemnified party. If a firm written offer is made to settle any such third party claim, demand, action or proceeding and the indemnifying party proposes to accept such settlement and the indemnified party refuses to consent to such settlement, then: (i) the indemnifying party shall be excused from, and the indemnified party shall be solely responsible for, all further defense of such third party claim, demand, action or proceeding; and (ii) the maximum liability of the indemnifying party relating to such third party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the indemnified party on such third party claim, demand, action or proceeding is greater than the amount of the proposed settlement.

(b) The provisions of this Article XI shall be the exclusive basis for the assertion of claims by or imposition of liability on the parties hereto arising under or as a result of this Agreement at or prior to Closing; provided, however, that nothing herein shall preclude any party hereto from asserting a claim for equitable remedies.

(c) All representations, warranties, covenants and agreements by the parties contained in this Agreement shall survive the Closing and any investigation at any time made by or on behalf of any party hereto, and shall terminate on the first anniversary date of the Closing.

(d) Notwithstanding any provision contained herein to the contrary, neither Seller nor Buyer shall have any obligation to indemnify or to reimburse the other pursuant to Section 11.01 or 11.02 except to the extent that the obligations to the other hereunder exceed in the aggregate \$50,000.

ARTICLE XII TERMINATION OF AGREEMENT

This Agreement may be terminated at any time prior to the Closing:

(a) By mutual agreement of Seller and Buyer.

(b) By Buyer, if there has been a material violation or breach by the Seller of any of the agreements, representations or warranties contained in this Agreement which has not been waived in writing, or if any of the conditions set forth in Article VIII hereof have not been satisfied by the Closing or have not been waived in writing by Buyer.

(c) By Seller, if there has been a material violation or breach by the Buyer of any of the agreements, representations or warranties contained in this Agreement which has not been waived in writing, or if any of the conditions set forth in Article IX hereof have not been satisfied by the Closing or have not been waived in writing by Seller.

(d) By either Buyer or Seller if the transactions contemplated by this Agreement shall not have been consummated on or before March 31, 1990, or, if the condition set forth in Section 8.09(a) hereof is not fulfilled, on or before May 31, 1990.

(e) By either Buyer or Seller if the other makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated a bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other.

ARTICLE XIII
MISCELLANEOUS

13.01. Expenses. All fees and expenses incurred by Seller, including without limitation legal fees and expenses, in connection with this Agreement will be borne by Seller and all fees and expenses incurred by Buyer, including without limitation, legal fees and expenses, in connection with this Agreement will be borne by Buyer.

13.02. Assignability; Parties in Interest.

(a) Buyer may assign any or all of its rights hereunder to any affiliate or any direct or indirect subsidiary of Buyer, and Buyer shall advise Seller of any such assignment and shall designate such party as the assignee and transferee of the securities purchased. Any such assignee shall assume all of Buyer's duties, obligations and undertakings hereunder.

(b) Seller may not assign, transfer or otherwise dispose of any of its rights hereunder without the prior written consent of Buyer.

(c) All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, successors, assigns and legal or personal representatives of the parties hereto.

13.03. Entire Agreement; Amendments. This Agreement, including the exhibits, Schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives. Any condition to a party's obligations hereunder may be waived but only by a written instrument signed by the party entitled to the benefits thereof. The failure or delay of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such party's right at a later time to enforce the same.

13.04. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

13.05. Severability. The invalidity of any term or-terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

13.06. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to Seller:

Ron Cantrell
DeVlieg, Inc.
3615 Newburg Road
Belvidere, Illinois 61008

If to Buyer:

Laurence DeFrance
DeVlieg-Bullard, Inc.
3100 West End Avenue
Suite 880
Nashville, Tennessee 37203

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

13.07. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

13.08. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart, provided, however, that the several executed counterparts shall together have been signed by Buyer and Seller. All such executed counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Buyer and Seller on the date first above written.

BUYER:

DEVLIIEG-BULLARD, INC.

By: *R. D. France*
Title: *Pres.*

SELLER:

DEVLIIEG, INC.

By: *Ronald D. Cantrell*
Title: *President*

Schedule 4.08

Trademarks, Patents, Etc.

See attached sheets for lists of patents and trademarks.

The trademarks are licensed to Seller by DV Associates, L.P. pursuant to a License Agreement.

The patents are subject to a security interest granted to BancBoston pursuant to a Patent and Trademark Security Agreement dated September 21, 1988, which will terminate upon Closing.

ATTACHMENT TO SCHEDULE 4.08

SERVICE GROUP PATENTS

COUNTRY: USA

CASE/FOR NUMBER	DOC	CLIENT	ATTY	STATUS	PATENT NUMBER	ISSUE DATE	APPLN NUMBER	FILING DATE
24373	10100	DEVLI	RLW	EXPIRED	3899943	19AUG75	439250	04FEE74
		TITLE: HIGH SPEED BAR PEELER						
24373	10177	DEVLI	RLW	ISSUED	4026191	31MAY77	632514	17NOV75
		TITLE: MACHINE TOOL BAR TYPE SPINDLE HEAD						
24373	10185	DEVLI	RLW	ISSUED	3924359	09DEC75	332811	16FEE73
		TITLE: CENTERLESS GRINDER WITH HYDRAULIC DRIVE						
24373	10215	DEVLI	RLW	ISSUED	3800609	02APR74	338594	06MAR73
		TITLE: CONTOUR GRINDER						
24373	10223	DEVLI	RLW	ISSUED	3732648	15MAY73	289683	20DEC71
		TITLE: REGULATING WHEEL						
24373	10231	DEVLI	RLW	ISSUED	3727350	17APR73	199257	16NOV71
		TITLE: CONTOUR GRINDER						
24373	10258	DEVLI	RLW	ISSUED	3994100	30NOV76	649857	16JAN76
		TITLE: MULTI-STATION GRINDING MACHINE WITH PIVOTED GRINDING ELEMENTS						
24373	10266	DEVLI	RLW	ISSUED	3807098	30APR74	262768	14JUN72
		TITLE: PLURAL GRINDING STATIONS WITH MASTER CONTROLLER						
24373	10410	DEVLI	RLW	ISSUED	3685212	22AUG72	29031	16APR70
		TITLE: CENTERLESS GRINDING MACHINE						
24373	10509	DEVLI	RLW	ISSUED	3567003	02MAR71	769604	22OCT68
		TITLE: BAR ACCUMULATING APPARATUS						
24373	10517	DEVLI	RLW	ISSUED	3908315	30SEP75	407980	19OCT73
		TITLE: GRINDING MACHINE SYSTEMS						
24373	13419	DEVLI	RLW	ISSUED	4351096	28SEP82	182212	28AUG80
		TITLE: MULTIPLE SPINDLE ROTARY INDEXING MACHINE TOOL						
24372	10059	DEVLI	RLW	ISSUED	4760521	26JUL88	799174	18NOV85
		TITLE: ARBITRATION SYSTEM USING CENTRALIZED AND DECENTRALIZED ARBITRATORS TO ACCESS LOC AL MEMORIES IN A MULTI- PROCESSOR TOOL						
		REMARKS: 3.5 MAINT DUE 012692						

24372	10057	DEVLI RLW ABANDONED TITLE: POWER-UP SCHEME FOR A MULTI-PROCESSOR SYSTEM REMARKS: ABND PER RLW LTR 041585		811010 19DEC85
24373	10029	DEVLI: RLW ISSUED TITLE: AUTOMATED MACHINE TOOL INSTALLATION W/STORAGE MEANS	4369563 25JAN83	85289 29OCT70
24373	10207	DEVLI: RLW EXPIRED TITLE: BEARING PACK AND MOUNTING THEREFORE	3608985 28SEP71	25093 01APR70
24373	10193	DEVLI: RLW ISSUED TITLE: BEARING PACK	3758176 11SEP73	200419 19NOV71
24373	10258	DEVLI RLW ISSUED TITLE: MULTI-STATION GRINDING MACHINE WITH PIVOTED GRINDING ELEMENTS	3994100 30NOV76	649857 16JAN76
24373	10517	DEVLI RLW PENDING TITLE: GRINDING MACHINE SYSTEMS	3908315 30SEP75	407980 19OCT73
24373	10355	DEVLI RLW ISSUED TITLE: PALLET CHANGING SYSTEM FOR A MACHINING CENTER REMARKS: 7.5 MAINT DUE 051392	4482043 13NOV84	290102 01AUG81 MAINT PD BY MASTER DATA
24373	10428	DEVLI RLW ISSUED TITLE: POWER PROGRAMMING SYSTEM	3859755 14JAN75	357390 04MAY73
24373	10479	DEVLI RLW ISSUED TITLE: INDEXING PALLET CARRIER FOR MACHINE TOOL	3986517 19OCT76	595338 14JUL75
24373	10487	DEVLI RLW ISSUED TITLE: PALLET SHUTTLE SYSTEM (SHUTTLE CAR)	4278381 14JUL81	731022 05OCT76
24373	13192	DEVLI RLW ISSUED TITLE: CONTROL SYSTEM (OMNICONROL)	3668653 06JUN72	769500 22OCT68
24373	13281	DEVLI RLW ISSUED TITLE: VERTICAL LATHE W/AUTOMATIC TOOL CHANGER FACILITY	4038740 02AUG77	506584 16SEP74
24373	13370	DEVLI RLW ISSUED TITLE: CLAMPING MEANS FOR A TOOL BLOCK IN A VERTICAL BORING MACHINE OR THE LIKE REMARKS: CIP OF SN 506584:24373-13281	4054462 18APR78	609429 02SEP75
24373	13389	DEVLI RLW ISSUED TITLE: TOOL CHANGER FOR VERTICAL BORING MACHINE REMARKS: DIV OF SN 609429:24373-13370	4141133 27FEB79	832404 12SEP77
24373	13397	DEVLI RLW ISSUED	4198885 22APR80	956612 01NOV78

TITLE: RAM AND TOOL BLOCK FOR VERTICAL LATHE
REMARKS: DIV OF SN 832404:24373-13389

24373	13400	DEVLI RLW ISSUED	4321746 30MAR82	92110 07OCT79
		TITLE: TOOL CHANGER FOR VERTICAL BORING MACHINE		
		REMARKS: DIV OF SN 856612:24373-13387		
24373	13443	DEVLI RLW ISSUED	4414871 15NOV83	327078 03DEC81
		TITLE: CHUCK FORCE MODULATOR SYSTEM FOR		
		ROTARY TYPE MACHINE TOOL		
		REMARKS: 7.5 MAINT DUE 051591	MAINT PD BY MASTER DATA	
24373	13508	DEVLI RLW ISSUED	3822618 09JUL74	305653 13NOV72
		TITLE: CONTOUR MACHINING		
24373	13648	DEVLI RLW ISSUED	3689988 12SEP72	30630 22APR70
		TITLE: MACHINE TOOL WITH AUTOMATIC		
		TOOL CHANGING MECHANISM		
24373	1364A	DEVLI RLW ISSUED	3810299 14MAY74	242957 11APR72
		TITLE: MACHINE TOOL WITH AUTOMATIC TOOL		
		CHANGING MECHANISM		
		REMARKS: DIV OF PAT 3689988		
24373	1364B	DEVLI RLW ISSUED	3823466 16JUL74	242927 11APR72
		TITLE: MACHINE TOOL WITH AUTOMATIC		
		TOOL CHANGING MECHANISM		
		REMARKS: DIV OF PAT 3689988		
24373	1364C	DEVLI RLW ISSUED	3823642 16JUL74	285605 01SEP72
		TITLE: POWER DRAW BOLT		
24373	1364D	DEVLI RLW ISSUED	3947951 06APR76	393497 31AUG73
		TITLE: TOOL CHANGER		
24373	1364E	DEVLI RLW ABANDONED	4250775 17FEB81	69583 24AUG79
		TITLE: MACHINE TOOL AND METHOD		
		REMARKS: CON OF SN 927564 (ABND)ABND IN FAVOR OF REISSUE		
24373	1364F	DEVLI RLW ISSUED	RE32211	698748 06FEB85
		TITLE: MACHINE TOOL AND METHOD		
		REMARKS: ISSUED 072286/REISSUE OF 4250775/NO MAINT FEE DUE		
24373	1364G	DEVLI RLW ISSUED	3888146 15JUN75	
		TITLE: CONTOUR MACHINING APPARATUS		
		REMARKS: NO FILE		

COUNTRY: EPO

24373	13427	DEVLI RLW ABANDONED	46883 28JUL81	81105958.3 28JUL81
		MACHINE TOOL		
		REMARKS: ABND PER EWL LTR 062487		

COUNTRY: CANADA

24373	12587	DEVLI RLW EXPIRED	903898 27JUN72	35495 16NOV68
24373	12609			

TITLE: PLURAL MACHINE TOOL AND PART
HANDLING CONTROL SYSTEM

24373 12587 DEVL I RLW ISSUED 941493 05FEB74 136841 01APR72
24373 12706

TITLE: PLURAL MACHINE TOOL AND PART
HANDLING CONTROL SYSTEM

COUNTRY: FRANC

24373 10258 DEVL I RLW ISSUED 7420602 02JAN78 74.20602 13JUN74
24373 12935

TITLE: MULTI-STATION GRINDING MACHINE WITH
PIVOTED GRINDING ELEMENTS

24373 10517 DEVL I RLW PENDING 74.41414 16DEC74
24373 12838

TITLE: GRINDING MACHINE SYSTEMS

24373 13508 DEVL I RLW ISSUED 7340173 20SEP76 73.40173 12NOV73
24373 13222

TITLE: CONTOUR MACHINING
REMARKS: CORRS USSN 305653/ANNUITIES
PAID THRU MASTER DATA

COUNTRY: GERWE

24373 10479 DEVL I RLW ISSUED P2631971.1 11MAY83 P2631971.1 13JUL76
24373 12773

TITLE: INDEXING PALLET CARRIER FOR MACHINE TOOL
REMARKS: ANNUITIES PD THRU MASTER DATA

24373 13419 DEVL I RLW 3172344.6 31JUL81 81105958.3 28JUL81
24373 1342A

TITLE: MULTIPLE SPINDLE ROTARY INDEXING
MACHINE TOOL

24373 13508 DEVL I RLW ISSUED 2356290 03NOV83 P2356290.5 10NOV73
24373 13230

TITLE: CONTOUR MACHINING
REMARKS: ANNUITY PD THRU MASTER DATA

COUNTRY: JAPAN

24373 10207 DEVL I RLW 797129 12SEP74
24373 1020A

TITLE: BEARING PACK AND MOUNTING THEREFORE
REMARKS: NO FILE--STATUS UNKNOWN

24373 10479 DEVL I RLW ISSUED 1055031 23JUL81 83898/76 14JUL76
24373 12757

TITLE: INDEXING PALLET CARRIER FOR MACHINE TOOL
REMARKS: ANNUITIES PD THRU MASTER DATA

24373 13281 DEVL I RLW ISSUED 1195848 12MAR84 111039/75 16SEP75
24373 13346

TITLE: VERTICAL LATHE WITH AUTOMATIC TOOL
CHANGE FACILITY

REMARKS: ANNUITIES PD THRU MASTER DATA

24373 13281 DEVL I RLW ISSUED 1366361 26FEB87 173331/80 10DEC83
24373 13354

TITLE: VERTICAL LATHE WITH AUTOMATIC
TOOL CHANGE FACILITY

REMARKS: ANNUITIES PD THRU MASTER DATA

24373 13508 DEVL I RLW ISSUED 954257 31MAY79 126356/73 12NOV73
24373 13257

REMARKS: CORRESPONDS TO USSN 305653/ANNUITIES PD THRU MASTER DATA

24373 10207 DEVL I RLW 1314702 13MAY70
24373 10208

TITLE: BEARING PACK AND MOUNTING THEREFORE
REMARKS: NO FILE--STATUS UNKNOWN

24373 13508 DEVL I RLW ISSUED 1449655 12JAN77 52249/73 09NOV73
24373 13273

TITLE: CONTOUR MACHINING

REMARKS: CORRES USSN 305653/RENWL FEES DUE LAST 4 YRS OF PAT

SERVICE GROUP TRADEMARKS

TRADEMARK	REGISTRATION #	LAST ISSUE DATE	CLASS
BSI			
AKU-SET	796,336	09/21/85 (65)	US 23
AKU-TURN	1,211,304	10/05/82	INTL. 7
AMERICAN	582,069	10/03/73 (53)	INTL. 7
AT DESIGN	1,046,268	08/17/76	INTL. 7
BULLARD IN OVAL	135,404	10/12/80 (20)	US 23
CENTRMIL	621,148	02/14/76	US 23
CONTIN-U-MATIC	184,735	06/03/84 (24)	INTL. 7
CUT-MASTER	371,224	09/19/79 (39)	INTL. 7
DYN-AU-TAPE	815,437	09/20/86 (66)	US 23
DYN-AU-TURN	1,212,987	10/19/82	INTL. 7
DYNATROL	700,907	07/12/80 (60)	INTL. 6 & 7
EAGLE	1,216,417	11/16/82	INTL. 7
FLUID-SCREW	519,166	12/27/69 (49)	US 23
HI-GRIND	1,003,961	02/04/75	INTL. 7
HUSTLER	938,723	07/25/72	INTL. 7
HAN-AU-TROL	414,870	07/03/85 (45)	US 23
MICRO SWING	1,142,316	12/09/80	INTL. 9
MULT-AU-MATIC	102,874	02/23/75 (15)	US 23
MULTI-BAR	137,961	12/14/80 (20)	INTL. 7
OMNICONROL	876,021	09/02/69	INTL. 9
OMNIDRIL	885,400	02/03/70	INTL. 7
OMNILINE	1,239,982	05/31/83	INTL. 7
OMNIMIL	679,566	06/02/79	US 23
OMNIMIL	845,874	03/12/68	US 23
OMNITool	769,121	05/05/84 (64)	INTL. 7
RIGIDMIL	259,668	08/06/69 (29)	US 23
RIVETT LATHES & GRINDERS	884,567	01/20/70	US 23
SIZE-AU-TROL	704,573	09/20/80	INTL. 7
SPLIT	928,313	02/01/72	INTL. 16
SUN-DIAL	941,387	08/22/72	INTL. 7
SWING	1,036,685	03/30/76	INTL. 9
TEKPLA-TURN	784,791	02/09/85 (65)	INTL. 7
TRANS-AU-MATIC	1,048,886	09/28/76	INTL. 7
DEVLEIG			
SPIRAMATIC	577,008	07/07/53	
DUPLITROL	580,440	09/29/53	
DIATROL	712,491	03/14/61	
TAPAC	717,565	08/27/61	
TANO-MIL	863,086	01/07/69	
JMC	1,053,848	12/07/76	
JIGMIL	557,876	04/22/52	

VERSIBORE	1,164,392	08/11/81
DEVLIEG	1,075,371	10/18/77
NCTP	1,228,174	02/22/83