

12-11-2001



101911829

FORM COVER SHEET MARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 United Pentek, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Automated Conveyor Systems, Inc.
 Internal Address: _____
 Street Address: 6 Millrace Drive
 City: Lynchburg State: VA Zip: 24502

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

3. Nature of conveyance: 12-10-01

Assignment Merger
 Security Agreement Change of Name
 Other Extract from Assignment document 37 CFR 3.25 (A) (2)

Execution Date: 3/13/01

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) & addresses(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,358,415

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

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

Bruce E. Peacock
Biebel & French LPA
35 East First Street
Dayton, OH 45402

Control No. P 3039 Re: ACS 010 T2

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2262

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

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.

Bruce E. Peacock *Bruce E. Peacock* 12/3/01
 Name of Person Signing Signature Date

12/10/2001 LMUELLER 00000190 022262 2358415
 01 FC:481 40.00 CH

Total number of pages including cover sheet, attachments, and document: 9

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

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 13th day of March, 2001, by and among UNITED PENTEK, INC., a Delaware corporation having a place of business at 8502 Brookville Road, Indianapolis, IN 46239-9427 ("Pentek"); AUTOMATED CONVEYOR SYSTEMS, INC., a Virginia corporation having a place of business at 6 Millrace Drive, Lynchburg, VA 24502 ("ACS"); and UNITED CONTAINER MACHINERY, INC., a Delaware corporation, having a place of business at 150 East 52nd Street, 27th Floor, New York, NY 10022 ("UCM") (collectively, "the Parties" and, individually, "a Party").

WHEREAS, Pentek desires to sell certain assets (as defined hereafter) to ACS;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purchase and Sale; Assignment.

1.1 Subject to the terms and conditions of this Agreement, Pentek shall sell, convey, assign, transfer and deliver to ACS, and ACS shall purchase, receive and accept delivery from Pentek, on the Closing Date provided for in Section 2, Paragraph 2.2 hereof, the following assets of Pentek:

(b) All (i) patents, (ii) registered and unregistered trademarks, service marks and trade names, (iii) copyrights, (iv) domain names, (v) licenses, (vi) logos, (vii) computer-owned hardware and any software installed thereon, (viii) engineering drawings, specifications, and designs, and (ix) license agreements and sub-license agreements to third parties relating to any of the foregoing but solely to the extent that any of the foregoing is owned by Pentek and used directly in connection with the operation of the Pentek Business. That which is described in paragraph (b)(vii) shall in any event include not less than: (1) the computer file server owned by Pentek (the "File Server"); (2) the personal computer and work stations listed on Exhibit 1.1(b)

(hereinafter "PC's"); (3) all programs, information and data installed or stored in the File Server or which have been downloaded on an ACS personal computer (hereinafter the "Computer Programs and Data"); and (4) any tape, disc, hard drive, or other backup media storing or backing up the Computer Programs and Data. (Subparagraphs 1.1(b)(i) to (ix) immediately above being collectively referred to as the "Intellectual Property Assets"). An itemized list of some, but not necessarily all, the Intellectual Property Assets being sold and transferred by Pentek to ACS is set forth on Exhibit 1.1(b);

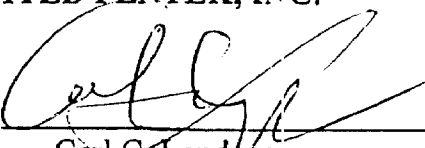
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and

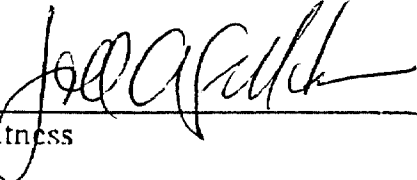
the year first above written.

PENTEK:

UNITED PENTEK, INC.

Dated: March 13, 2001

By: 
Carl C. Landegger
Chairman


Witness

ACS

AUTOMATED CONVEYOR SYSTEMS, INC.

Dated: _____

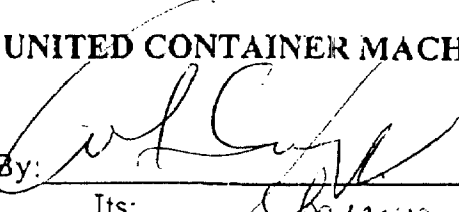
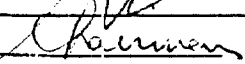
By: _____
Michael Shenigo
Chief Executive Officer

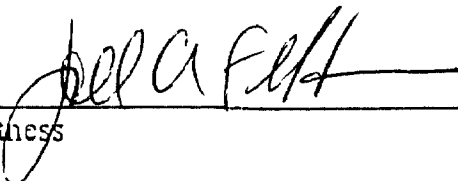
Witness

UCM

UNITED CONTAINER MACHINERY, INC.

Dated: March 13, 2001

By: 
Its: 


Witness

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

PENTEK:

UNITED PENTEK, INC.

Dated: _____

By: _____
Carl C. Landegger
Chairman

Witness _____

ACS

AUTOMATED CONVEYOR SYSTEMS, INC.

Dated: 3/13/01

By: Michael H. Shenigo
Michael Shenigo
Chief Executive Officer

Witness [Signature]

UCM

UNITED CONTAINER MACHINERY, INC.

Dated _____

By: _____
Its: _____

Witness _____

EXHIBIT 1.1(b)

Tradenames and Trademarks:

STEDI-STAK - U.S. Trademark Reg. No. 2,358,415