

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") entered into as of December 31, 1999, by and among GARDNER DENVER, INC., a Delaware corporation ("GDI"), M3P, INC., an Ohio corporation doing business as INVINCIBLE AIRFLOW SYSTEMS, CO. ("IAS"), MARK T. LAUBER, a resident of the State of Ohio ("M. Lauber"), PATRICK R. LAUBER, a resident of the State of Ohio ("P. Lauber"), THE PATRICK R. LAUBER ELECTING SMALL BUSINESS TRUST (the "P. Lauber Trust"), and THE MARK T. LAUBER ELECTING SMALL BUSINESS TRUST (the "M. Lauber Trust"). M. Lauber, P. Lauber, the M. Lauber Trust and the P. Lauber Trust are sometimes referred to collectively as the "Shareholders" and individually as a "Shareholder."

REDACTED

REDACTED

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REDACTED

REDACTED

“Intellectual Property” means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection

REDACTED

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REDACTED

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REDACTED

Section 2. Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions and exceptions contained herein, IAS agrees to sell to GDI, and GDI agrees to purchase from IAS, on the Closing Date effective as of the Effective Date, or at such other times as are herein provided, free and clear of all liens, claims and encumbrances, all of IAS's right, title and interest in the Purchased Assets reflected in the Net Asset Value determined in accordance with Section 3(c).

(a) Purchased Assets. For purposes of this Agreement, the term "Purchased Assets" shall mean and include any and all of IAS's assets, business, properties and rights as of the Effective Date, other than the Excluded Assets, including, without limitation, the following assets:

REDACTED

(iii) Intellectual Property. All Intellectual Property, including, without limitation, all rights to the name "Invincible AirFlow Systems" and any other names under which IAS conducts or has conducted the Business and other proprietary information and rights.

REDACTED

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REDACTED

REDACTED

(r) Effective Date. The effective date of the closing of the transactions contemplated by this Agreement shall be January 1, 2000 (the "Effective Date"), notwithstanding the fact that the Closing shall occur subsequent to the Effective Date. GDI shall be responsible for all operating expenses of the Business incurred on or after the Effective Date, including, but not limited to payroll, taxes and utilities.

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

M3P, INC.

By: Patrick R. Lauber
Name: Patrick R. Lauber
Title: Executive Vice President

THE MARK T. LAUBER ELECTING SMALL
BUSINESS TRUST

By: Mark T. Lauber
Name: Mark T. Lauber
Title: Trustee

Mark T. Lauber
Mark T. Lauber

THE PATRICK R. LAUBER ELECTING
SMALL BUSINESS TRUST

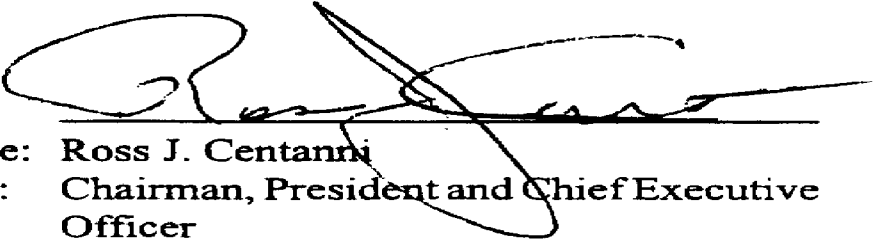
By: Patrick R. Lauber
Name: Patrick R. Lauber
Title: Trustee

Patrick R. Lauber
Patrick R. Lauber

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GARDNER DENVER, INC.

By: 
Name: Ross J. Centanni
Title: Chairman, President and Chief Executive Officer

GARDNER DENVER, INC.

**ACQUISITION OF
INVINCIBLE AIRFLOW SYSTEMS, CO.**

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DECEMBER 31, 1999
