

07-10-2002

WENMM-1594 (05/01)

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
 Webster Truck and Caster Company *06/19/02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - **South Dakota**
 Other _____

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

2. Name and address of receiving party(ies)
 Name: FKI Industries, Inc.
 Internal Address: _____
 Street Address: 425 Post Road
 City: Fairfield State: CT Zip: 06430

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment *page 1-23 and 25 and* Merger
 Security Agreement Change of Name
 Other *assignment January 1990*

Execution Date: 10/23/98 *change of name*

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s)
170,547 1,200,132 749,016

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Joseph A. Naughton
 Internal Address: Woodard, Emhardt, Naughton, Moriarty & McNett
Bank One Center/Tower
 Street Address: 111 Monument Circle, Suite 3700
 City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00
 Enclosed *plus*
 Authorized to be charged to deposit account

8. Deposit account number:
90-3030

(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.

Joseph A. Naughton *Joseph A. Naughton* June 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

07/10/2002 TDIAZI 00000007 170547
 01 FC:481 40.00 OP
 02 FC:482 50.00 OP

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

Refund Ref: 07/10/2002 TDIAZI
 CHECK Refund Total: \$30.00

TRADE MARK
 REEL: 002540 FRAME: 0892

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") made as of the ____ day of January, 1990, by and between Babcock Industries Inc., a New York corporation (the "Buyer"), having a business address at 425 Post Road, Fairfield, Connecticut 06430, and First Federal Savings Bank, a federally chartered savings bank, having a business address at 109 First Avenue S.E., Watertown, South Dakota 57201 (the "Seller").

W I T N E S S E T H:

WHEREAS, Webster Truck and Caster Company, a South Dakota corporation ("Webster"), formerly operated a manufacturing facility located at 505 W. Airport Drive, Watertown, South Dakota (the "Watertown Facility"), where wheels, casters and material handling products were manufactured (the "Caster Business");

WHEREAS, in 1986, Webster acquired the Caster Business from The Nutting Company, a Minnesota corporation, and in connection therewith assumed certain indebtedness owed to the Seller, secured by a first security interest in favor of the Seller, in accordance with a certain Agreement for Assumption and Modification of Notes and Security Agreements, dated September 12, 1986, between the Seller and Webster;

WHEREAS, in 1989, Webster defaulted on its obligations to Seller and subsequently transferred to Seller

the collateral (consisting of certain equipment, machinery and office furniture utilized in the Caster Business), which secured such obligations;

WHEREAS, in 1989, Webster also closed down its manufacturing operations at the Watertown Facility and liquidated its remaining property and assets formerly used in the Caster Business by selling them to Seller; and

WHEREAS, the Seller desires to sell the property and assets of the Caster Business which it has acquired from Webster, and the Buyer desires to purchase such property and assets.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to become legally bound, hereby agree as follows:

ARTICLE 1

1.1 Purchase and Sale of Assets. Subject to the terms and conditions hereof, on the Closing Date (as defined in Section 3.0 hereof) the Seller will sell, transfer, assign and deliver to the Buyer, and the Buyer will purchase from the Seller, free and clear of all liabilities, obligations, liens, attachments, charges or encumbrances whatsoever, except as otherwise provided herein, all of the properties and assets referred to in this ARTICLE 1 (such properties and assets are hereinafter referred to collectively as the "Purchased Assets"):

1.2 Intellectual Property.

(a) Trademarks, service marks, trade names and related designs and logos, and registrations and applications therefor, as identified in Schedule 1.2(a) hereto, including, without limitation, the right to use the word "Nutting," along and/or together with the logos and designs associated therewith, in the corporate and/or trade names of the Buyer and in connection with the business of the Buyer or any division thereof;

(b) all drawings, bills of material, plans, specifications, and customer lists, as identified in Schedule 1.2(b) hereto; and

(c) goodwill pertaining to the properties referred to in subparagraphs (a) and (b) hereof (the foregoing properties referred to in subparagraphs (a) and (b) hereof are hereinafter referred to collectively as the "Intellectual Property").

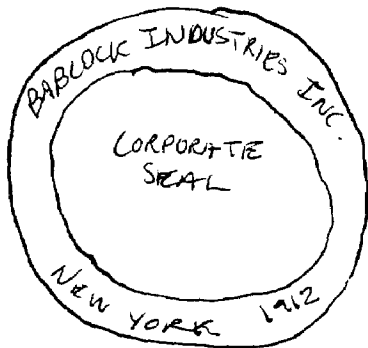
1.3 Tooling. The patterns, molds, fixtures and tooling identified in Schedule 1.3 hereto (the "Tooling").

1.4 Equipment. The machinery, equipment, office furniture and other tangible personal property identified in Schedule 1.4 hereto (the "Equipment").

1.5 Inventory. The inventory identified in Schedule 1.5 hereto (the "Inventory").

the transactions contemplated hereby by way of press release, disclosure to the trade or otherwise shall be made only with the mutual approval of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.



BABCOCK INDUSTRIES INC.

By Craig Thompson
Craig Thompson
Attorney-in-Fact

FIRST FEDERAL SAVINGS BANK

By W. Alan W. Luckert
Name:
Title: Pres.

TRADEMARKS, SERVICE MARKS AND TRADENAMES

All rights, titles and interests of the Seller in and to the following described marks and the registrations thereof:

UNITED STATES REGISTRATIONS

<u>Reg. No.</u>	<u>Issue Date</u>	<u>Mark</u>
170,547	7/17/23	NUTTING and Design
1,200,132	7/6/82	NUTTING
1,195,647	5/18/82	NUTTING (Design)
749,016	5/7/63	CAR GO CARTS and Design
853,097	7/23/68	STRUCTO lite
889,284	4/14/70	CARGO FLITE
886,218	2/17/70	CAR GO STOP and Design
887,782	3/17/70	CUSH N TOW
821,057	12/27/66	CUSH 'N TOW
882,046	12/9/69	ADJU-LOK

CANADIAN REGISTRATIONS

<u>Reg. No.</u>	<u>Issue Date</u>	<u>Mark</u>
112,321	11/28/58	NUTTING

1001

State of New York | **ss:**
Department of State

I hereby certify, that the certificate of incorporation of FKI INDUSTRIES INC. was filed on 12/13/1912, under the name of AMERICAN CHAIN COMPANY, INC., fixing the duration as perpetual, and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

A Certificate of Amendment AMERICAN CHAIN COMPANY, INC., changing name to AMERICAN CHAIN & CABLE COMPANY, INC., was filed 12/29/1936.

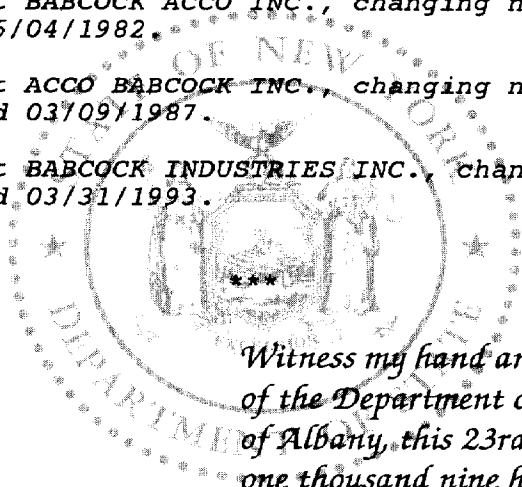
A Certificate of Amendment AMERICAN CHAIN & CABLE COMPANY, INC., changing name to ACCO INDUSTRIES INC., was filed 03/29/1979.

A Certificate of Amendment ACCO INDUSTRIES INC., changing name to BABCOCK ACCO INC., was filed 02/08/1982.

A Certificate of Amendment BABCOCK ACCO INC., changing name to ACCO BABCOCK INC., was filed 06/04/1982.

A Certificate of Amendment ACCO BABCOCK INC., changing name to BABCOCK INDUSTRIES INC., was filed 03/09/1987.

A Certificate of Amendment BABCOCK INDUSTRIES INC., changing name to FKI INDUSTRIES INC., was filed 03/31/1993.



Witness my hand and the official seal
of the Department of State at the City
of Albany, this 23rd day of October
one thousand nine hundred and
ninety-eight.

A handwritten signature in cursive script, likely belonging to the Special Deputy Secretary of State.

Special Deputy Secretary of State

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