

08-14-2002



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

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

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

1. Name of conveying party(ies): Swartout Industries, Inc. 8.9.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Philips Industries, Inc. nka Tomkins Industries, Inc.
Internal Address:
Address:
Street Address: 4801 Springfield Street
City: Dayton State: OH Zip: 45431
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Ohio
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 Merger
Security Agreement Change of Name
Other
Execution Date: 9/28/84

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
728,313
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George S. Pappayliou
Internal Address:
Street Address: 4801 Springfield Street
City: Dayton State: OH Zip: 45431

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 501534
(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.
George S. Pappayliou
Name of Person Signing
Signature
Date 7/31/02
Total number of pages including cover sheet, attachments, and document: 7

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

08/13/2002 6TON11 00000089 501534 728313
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ASSIGNMENT AND BILL OF SALE

SWARTWOUT INDUSTRIES, INC., a Texas corporation ("Seller"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed, assigned, transferred and delivered and by these presents does hereby bargain, sell, convey, assign, transfer and deliver unto PHILIPS INDUSTRIES INC., an Ohio corporation ("Purchaser"), all its right, title and interest in and to the personal property (the "Personal Property") within the definition of Purchased Assets in that certain agreement (the "Agreement") dated September 28, 1984 between Purchaser, Seller and Canyon Consolidated, Inc.

It is the intent of this Assignment and Bill of Sale to convey to the Purchaser all of the personal property of Seller which Seller agreed to sell to Purchaser pursuant to the Agreement.

TO HAVE AND TO HOLD the Personal Property unto the Purchaser, and unto its successors and assigns forever.

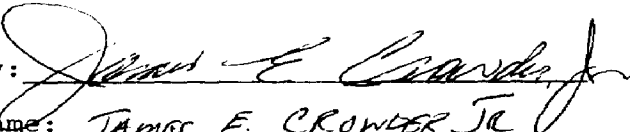
This Assignment and Bill of Sale is being executed and delivered pursuant to the Agreement. The conveyance described herein is subject to the terms and conditions of the Agreement. Seller covenants to and with Purchaser that the representations and warranties of Seller in Section 1 of the Agreement with respect to the Personal Property are true and correct and are hereby made a part hereof by reference.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1 OF THE AGREEMENT, SELLER MAKES NO WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY, IT BEING THE INTENTION OF SELLER AND PURCHASER TO NEGATE EXPRESSLY AND TO EXCLUDE ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF ANY OF THE PERSONAL PROPERTY AND ANY

OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF TEXAS. PURCHASER HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST SELLER FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ANY OF THE PERSONAL PROPERTY OR BY ANY DEFECT THEREIN, USE OR MAINTENANCE THEREOF OR SERVICING OR ADJUSTMENT THERETO AND PURCHASES THE PERSONAL PROPERTY AS-IS.

IN WITNESS WHEREOF, Seller has executed this Assignment and Bill of Sale as of the 28 day of September, 1984.

SWARTWOUT INDUSTRIES, INC.

By:   
Name: JAMES F. CROWDER JR  
Title: CHAIRMAN OF BOARD

102/36/04

FINAL  
EXECUTED

AGREEMENT

THIS AGREEMENT, dated as of September 28, 1984 between PHILIPS INDUSTRIES INC., 4801 Springfield Street, Dayton, Ohio 45401, an Ohio corporation ("Purchaser"), and SWARTWOUT INDUSTRIES, INC. of 4200 Highway 75 North, Sherman, Texas 75090, a Texas corporation ("Seller"), and CANYON CONSOLIDATED, INC., Suite 900, 300 North Marienfeld, Midland, Texas 79701, a Texas corporation, ("Canyon"), the sole shareholder of Seller.

WITNESSETH:

WHEREAS, Seller is in the business of designing, manufacturing, producing, fabricating, assembling, distributing, selling, marketing, and installing:

- (i) a line of ventilators of various configurations under the name Swartwout to vent heat, smoke, and fumes from industrial and commercial facilities, and
- (ii) a line of fans, blowers and ventilators under the name Debothezat to exhaust heat, smoke, and fumes from industrial and commercial facilities or processes with direct drive

herein called "Seller's Business."

WHEREAS, Purchaser desires to buy and Seller desires to sell certain of the assets of Seller's Business, and Purchaser is willing to assume only certain designated liabilities and obligations of Seller, all upon the terms and conditions hereinafter set forth;

and agreements of the parties, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall buy from Seller, free and clear of all Encumbrances (except as permitted under the Agreement) and from liens described in Section 1E(i) and 1E(ii) hereof which shall either be prorated under Section 13 and paid by Purchaser when due, or satisfied by Seller, the following assets and properties (the "Purchased Assets"), all upon the price and payment terms set forth in this Agreement.

All of the assets and properties, tangible and intangible, real, personal or mixed (except Cash, Accounts Receivable, Other Assets and the Computer) of and pertaining to or used in Seller's Business located at Seller's Plant in Sherman, Texas, whether known or unknown, and whether or not on the books and records of Seller, including by way of example but not of limitation; (a) the Inventory, Equipment, and Real Estate (all as heretofore defined), subject only to the liabilities set forth in Exhibit D and in Section 4 hereof; (b) all books and records pertaining to the Seller's Business (subject to reasonable exceptions requested by Seller); and (c) all of Seller's trademarks, trade names, patents or applications related thereto of Seller and all other proprietary and intangible rights relating to or used in connection with Seller's Business. Seller represents and warrants that all of the Purchased Assets are, or will on the Closing Date, be in said Sherman, Texas plant, except as disclosed on a list furnished by Seller to Purchaser.

#### C. Instruments of Transfer

The sale, assignment, transfer, conveyance and delivery of the Purchased Assets shall be made by special warranty deed, bills of sale and other recordable instruments of assignment, transfer and conveyance as Purchaser shall reasonably request.

#### D. Price

The purchase price ("Purchase Price") for the Purchased Assets shall

given by any other means shall be deemed duly given when actually received by the addressees.

H. Public Announcements

All public announcements relating to this Agreement or the transactions contemplated hereby, including announcements to employees, will be made only as may be agreed upon jointly by the parties hereto.

I. Further Assurances

After the Closing Date, without further consideration, Seller and Purchaser shall execute and deliver such further instruments and documents as either party shall reasonably request to consummate the transactions expressly provided by the Agreement and to perfect Purchaser's title to the Purchased Assets.

J. Waivers

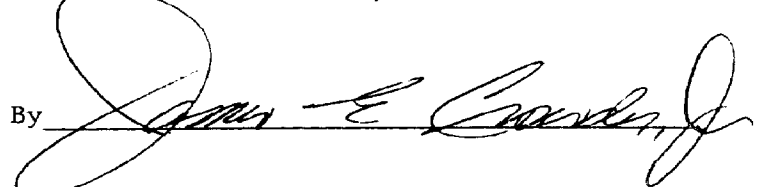
Any party to this Agreement may, by written notice to the other party hereto, waive any provision of this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent, same or different breach.

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

PHILIPS INDUSTRIES INC.

By   
VICE PRESIDENT - FINANCE

SWARTWOUT INDUSTRIES, INC.

By 

CANYON CONSOLIDATED, INC.

By 