

12-30-2002

Form PTO-1594

RE



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

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102324084

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

South Bend Lathe, Inc.

12-24-02

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

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

2. Name and address of receiving party(ies)

Name: Caro, Inc.

Internal

Address: _____

Street Address: 400 W. Sample Street

City: So. Bend State: IN Zip: 46601

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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
- Security Agreement
- Other Agreement and Bill of Sale
- Merger
- Change of Name

Execution Date: September 16, 2002

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1425459;
1279628; 0754072; 0962671

Additional number(s) attached Yes No

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

Name: D. Michael Anderson

Internal Address: _____

Street Address: Barnes & Thornburg
600 1st Source Bank
100 North Michigan Avenue

City: So. Bend State: IN Zip: 46601-1632

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

D. Michael Anderson
Name of Person Signing

[Signature]
Signature

12/16/02
Date

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

12/27/2002 LHWELLER 00000204 1425459

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

01 FC:8521
02 FC:8522

40.00 DP
75.00 DP

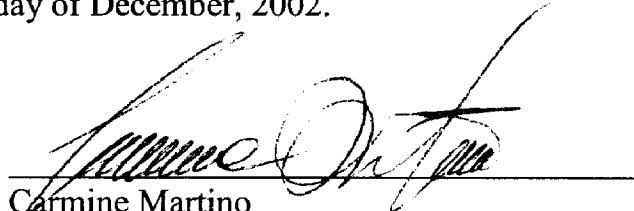
TRADEMARK
REEL: 002639 FRAME: 0781

Declaration of Carmine Martino

1. My name is Carmine Martino. I am a competent adult and have personal knowledge of the facts stated in this Declaration; if called upon to do so, I would so testify in a court of law.
2. I am the President of Caro, Inc., an Indiana corporation (“Caro”).
3. Prior to being President of Caro, I was employed by Timm, Inc., an Indiana corporation (“Timm”).
4. South Bend Lathe, Inc., an Indiana corporation (“South Bend Lathe”) is listed by the United States Patent & Trademark Office (“USPTO”) as the current owner of the following trademark registrations:
 - Reg. No. 1,279,628, for the mark PROMPTURN (“ ‘628 Registration”);
 - Reg. No. 754,072, for the mark TURN-NADO (“ ‘072 Registration”); and
 - Reg. No. 1,425,459, for the mark MAGNA TURN (“ ‘459 Registration”).
5. Turnmaster Corp. (“Turnmaster”), a California corporation, is listed by the USPTO as the current owner of Trademark Reg. No. 962,671, for the mark SBL (“ ‘671 Registration”).
6. On or about January 11, 1993, South Bend Lathe sold all of its assets, including but not limited to the ‘628, ‘072, and ‘459 Registrations, along with the good will of the business in which the marks were used and that part of the good will of the business connected with the use of and symbolized by the these marks, to Turnmaster.
7. On or about November 3, 1999, Turnmaster sold all of its assets, including but not limited to the ‘628, ‘072, ‘459 Registrations, which it had previously acquired from South Bend Lathe, as well as the ‘671 Registration, along with the good will of the business in which the marks were used and that part of the good will of the business connected with the use of and symbolized by the these marks, to Timm.
8. On or about September 16, 2002, Bank One, Indiana, N.A. (“Bank One”) and The Industrial Revolving Fund of South Bend, Indiana, 1st Source Bank, South Bend, Indiana, Trustee (“Industrial Revolving Fund”) as repossessing secured creditor of Timm, sold to Caro certain assets of Timm which had been foreclosed upon, including but not limited to the ‘628, ‘072, ‘459, and ‘671 Registrations, along with the good will of the business in which the marks were used and that part of the good will of the business connected with the use of and symbolized by the these marks, to Caro. A copy of the “Agreement and Bill of Sale”, which reflects the sale of the PROMPTURN, TURN-NADO, MAGNA TURN and SBL marks to Caro, is attached as **Exhibit A**.
10. Caro is the successor in interest to and valid legal owner of the ‘628, ‘072, ‘459, and ‘671 Registrations, along with the good will of the business in which the marks are used and that part of the good will of the business connected with the use of and symbolized by the these marks.

11. The undersigned, Carmine Martino, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made herein of his own knowledge are true; and all statements made herein on information and belief are believed to be true.

Declared in South Bend, Indiana, this 12 day of December, 2002.



Carmine Martino
President of Caro, Inc.

AGREEMENT AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged, the undersigned BANK ONE, NA, successor by merger to BANK ONE, INDIANA, N.A. ("Bank One"), and THE INDUSTRIAL REVOLVING FUND OF SOUTH BEND, INDIANA, 1ST SOURCE BANK, SOUTH BEND, INDIANA, TRUSTEE ("IRF" and together with Bank One, "Grantors") hereby SELL, TRANSFER, CONVEY and QUITCLAIM to CARO, INC., an Indiana corporation ("Grantee"), all of those assets more particularly described on the attached Exhibit "A" and the Annex thereto (the "Assets"). This sale and conveyance is without representation or warranty of any kind except that Grantors have the legal right, authority and power to sell such Assets, that Grantee shall have title to the Assets free and clear of all liens and encumbrances, other than liens and encumbrances, if any, resulting from the L & L Agreements, and that Grantors have, in all material respects, complied with and met all of the material applicable requirements of Ind. Code § 26-1-9.1 relating to this transaction.

The purchase price payable by Grantee for the Assets conveyed hereunder shall be Six Hundred Fifty Thousand Dollars (\$650,000.00), which amount shall be paid by Grantee in exchange herefor by means of delivering \$200,000.00 to Bank One in immediately good funds and executing and delivering to Bank One a \$450,000.00 promissory note dated as of even date (the "Purchase Note"); provided however, that if such Purchase Note is paid on or before Bank One's close of business on Friday, September 27, 2002, Grantors shall accept the amount of \$400,000.00 in immediately good funds in full payment and satisfaction of the Purchase Note. The Purchase Note prior to payment and satisfaction in full shall be secured by all personal property assets of Grantee and shall be personally guaranteed by Carmine Martino and Rosario Mittiga.

Grantee by its signature below acknowledges and agrees that certain of the Assets are subject to those specific limitations and restrictions contained in a Lease Agreement and an Intellectual Property License Agreement, each signed by Timm, Inc. and LeBlond Ltd. and dated as of March 29, 2002, as amended (the "L & L Agreements"), executed copies of which have been received by Grantee. Grantee further agrees that it will, and will require any transferee of Grantee to, at any time hereafter use the Assets in accordance with and subject to the terms and provisions of the L & L Agreements, absent the prior written consent of LeBlond Ltd. to the contrary.

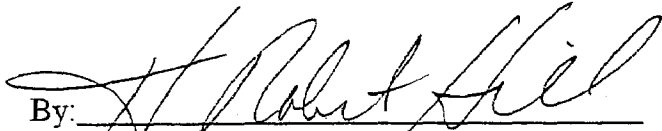
Grantee further acknowledges and agrees that in consideration of the sales and conveyances made hereby (including without limitation, the residual tangible assets of Timm, Inc. not sold by September 30, 2002, as described in Section 15 of Exhibit "A"), Grantee hereby assumes and agrees to perform all clean-up obligations of Grantors pursuant to the terms of that certain Storage and Rental Agreement dated as of June 14, 2002 (the "Storage Contract") among Grantors and Casa Holdings, Inc. ("Casa"), as landlord respecting the premises located at 400 West Sample Street, South Bend, Indiana. Each of Grantors, Grantee and Casa acknowledges and agrees that the initial term of the Storage Contract has been extended without additional charge to Grantors through September 30, 2002.

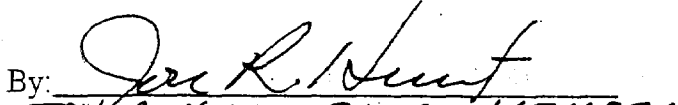
Each of the parties agrees to hereafter execute and deliver such additional documents and agreements as are reasonably necessary to effectuate and give force to the intents and purposes of this Agreement. This Agreement shall be construed in accordance with the substantive laws of the State of Indiana without reference to the choice or conflicts of laws rules or principles of any jurisdiction.

EXECUTED and DELIVERED by the duly authorized representatives of Grantors as of the 16th day of September, 2002.

BANK ONE, NA, successor by merger to
BANK ONE, INDIANA, N.A.

THE INDUSTRIAL REVOLVING FUND
OF SOUTH BEND, INDIANA,
1ST SOURCE BANK,
SOUTH BEND, INDIANA, TRUSTEE

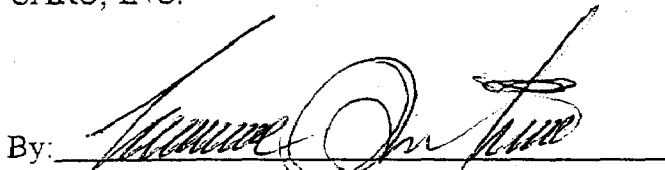
By: 
H. Robert Hill, Vice President

By: 
JON R. HUNT, BOARD MEMBER
(Printed Name and Title)

The undersigned Grantee hereby acknowledges, accepts and agrees to be bound by the foregoing terms and provisions and agrees to at all times abide in all material regards with the terms, limitations and restrictions set forth in the L & L Agreements.

CARO, INC.

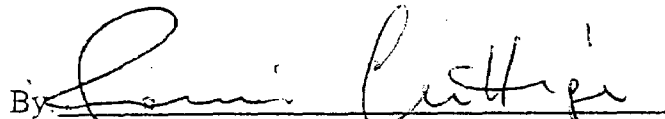
Date: Sep. 16 2002.

By: 
Carmine Martino, President

The undersigned Casa Holdings, Inc., an Indiana corporation, joins in execution of this Agreement for the sole purposes of acknowledging that (i) the initial term of the storage Contract has been extended without additional charge to Grantors through September 30, 2002, and (ii) Caro, Inc. shall be solely responsible for any and all clean-up activities related to the premises located at 400 West Sample Street, South Bend, Indiana from and after September 30, 2002, and Grantors are hereby released from any and all such clean-up responsibilities notwithstanding any provisions to the contrary contained in the Storage Contract.

CASA HOLDINGS, INC.

Date: 9-16-02

By: 
Rosario Mittiga, President

Each of the parties agrees to hereafter execute and deliver such additional documents and agreements as are reasonably necessary to effectuate and give force to the intents and purposes of this Agreement. This Agreement shall be construed in accordance with the substantive laws of the State of Indiana without reference to the choice or conflicts of laws rules or principles of any jurisdiction.

EXECUTED and DELIVERED by the duly authorized representatives of Grantors as of the 16th day of September, 2002.

BANK ONE, NA, successor by merger to
BANK ONE, INDIANA, N.A.

THE INDUSTRIAL REVOLVING FUND
OF SOUTH BEND, INDIANA,
1ST SOURCE BANK,
SOUTH BEND, INDIANA, TRUSTEE

By: _____
H. Robert Hill, Vice President

By: Jon R. Hunt
JON R. HUNT BOARD MEMBER
(Printed Name and Title)

The undersigned Grantee hereby acknowledges, accepts and agrees to be bound by the foregoing terms and provisions and agrees to at all times abide in all material regards with the terms, limitations and restrictions set forth in the L & L Agreements.

CARO, INC.

Date: Sep 16 - 2002 -

By: Carmine Martino
Carmine Martino, President

The undersigned Casa Holdings, Inc., an Indiana corporation, joins in execution of this Agreement for the sole purposes of acknowledging that (i) the initial term of the storage Contract has been extended without additional charge to Grantors through September 30, 2002, and (ii) Caro, Inc. shall be solely responsible for any and all clean-up activities related to the premises located at 400 West Sample Street, South Bend, Indiana from and after September 30, 2002, and Grantors are hereby released from any and all such clean-up responsibilities notwithstanding any provisions to the contrary contained in the Storage Contract.

CASA HOLDINGS, INC.

Date: 9-16-02

By: Rosario Mittiga
Rosario Mittiga, President

Exhibit "A"

(Description of Purchased Assets)

1. Lathe Product Line (Items 108-148 on Annex)
 - EVS Lathes, 14", 16", 18", 22" Inventory
 - 10" SBL Classic Lathe build and rebuild program
 - 10" Lathe fixtures, tooling and manufacturing inventory
2. Bill of material, Auto Cadd software
 - Supplier list for 10" and EVS Lathes
3. Trade Names
 - SBL
 - South Bend Lathe
 - Dyna Blast
 - Turn-Nado
 - MagnaTurn
 - Roll Grinder
 - Rubber Roll Grinder

South Bend Lathe Supplier List
South Bend Lathe Customer List
South Bend Lathe website, subject to any and all related licensing agreements
Rights to telephone advertising and listings, if any
4. South Bend Lathe software for accounting, inventory control, purchasing, order entry, invoicing and receivables, subject to any and all related licensing agreements
 - Personal computer systems (13 Gateway) monitors and server with switching station for information system (Items 66, 67, 68, 71 through 75 on Annex)
5. MagnaTurn Lathes (finished, in process, castings and inventory parts), CPUs with parameters and software parts to finish MagnaTurns (Items 54 through 65 on Annex)
6. Roll Grinding Product Line
 - Work in process, sub-assemblies and parts
 - Two work in process machines
 - Two (2) 550 MHz and one (1) 650 MHz Gateway computer systems (Items 52, 53 69 and 70 on Annex)
7. South Bend Lathe spare parts inventory comprised of a five-year supply of parts inventory that Grantee needs to accommodate production of machine models which it intends to build, as may be agreed to by each of Grantee and LeBlond Ltd., but excluding (i) parts inventory items previously sold to LeBlond Ltd., (ii) remaining current inventory relating to past models which Grantee will not be building, (iii) remaining excess and obsolete past model parts which are subject to the control and exclusive use by LeBlond

Ltd. and (iv) any and all Johnson Press, Deka Drill and DynaBlast parts inventory currently located on the premises identified as 400 West Sample Street, South Bend, Indiana.

8. Manufacturing equipment, tooling and fixtures (Items 2 through 8, 10 through 13, 15 through 51 and 76 through 107 on Annex), including dies, jigs, broaches and hobs, subject to LeBlond's rights pursuant to the L & L Agreements.
9. Instruments and measuring equipment (Items 7 and 14 on Annex)
10. Overhead cranes (Items 150 through 158 on Annex)
11. Miscellaneous equipment (Items 159 – 161 on Annex). Note: Accessories and tools related to specific machines and items of equipment purchased hereunder, together with certain tables, supplies, hand and power tools and other miscellaneous items specifically agreed to, and excluded from auction, by Grantors' agent, Bridgewater Consulting LLC, are included under this Agreement. Leased vehicles are excluded from this Agreement.
12. Office Equipment, Furniture and Supplies, including all chairs, desks, telephones, file cabinets, miscellaneous office furniture, leasehold improvements located in the office area only of 400 West Sample Street, South Bend, Indiana, contracts and purchase orders and brochures.
13. All right, title and interest of Timm, Inc. in and to the L & L Agreements, including without limitation, all of the "Leased Assets" and "Licensed Assets" described therein.
14. All blueprints, drawings, routings and patterns owned by Timm, Inc. are excluded from this Agreement, and Grantee agrees that it shall have the sole responsibility for negotiating and finalizing a license and/or lease back of such items from LeBlond Ltd. which is today buying all of such items from Grantors.
15. All machinery, tools, equipment, inventory, parts, tooling, fixtures and other tangible personal property of any nature which is owned by Timm, Inc. and which remains located on the premises at 400 West Sample Street, South Bend, Indiana and which has not otherwise been sold at private or public sale, or otherwise disposed of, prior to September 30, 2002

Annex

Tool Room

1. [Intentionally omitted]
2. SBL 17" Turn-Nado lathe s/n 63G3219
3. Fosdick w/2axis readout Accurite
4. Devlieg 3H-48 s/n8489 w/3axis Newall DP7 readout w/airlift table
5. Devlieg 3H-48 s/n8269 w/3axis Newall readout DP8 w/airlift table
6. South Bend Turret Mill s/n5375 Knee Mill w/Accurite III 2axis DRO Power feed X and Y
7. Starrett No.84-11-6 Bore Gage, Hoke Gage Blocks (3), Key Broaches (2), Lufkin calipers
8. Various Devlieg 40 Taper Tooling
9. Production Floor/Office
10. Gallmeyer & Livingstone Grinder s/n A-2011448
11. Blanchard OD Grinder
12. Cincinnati OD Grinder s/n 3P2D5F-3 ID0236
13. SBL CNC Lathe Hydraulic
14. 24" and 12" Calipers, Gage Blocks
15. Bryant Grinder s/n 1116
16. Cincinnati Grinder
17. Kearney & Trecker 200 Machining Center w/Dynapath 20
18. Misc. Fixtures for the Kearney Trecker Modul Mill
19. South Bend Radia MQ60 1250 s/n 50006
20. Burgmaster Model 2A s/n 2721
21. Leland & Gifford Single Drill Borer
22. Fellows Rack Shaper 3X60 s/n 19221
23. Leland & Gifford Dual Drill Borer
24. Leland & Gifford Six Head Drill Borer
25. G & L Future Mill
26. Allen Boring Mill
27. Gray Planer Mill
28. Thompson Grinder s/n 12C503663
29. Kearney & Trecker 415 S15 s/n54-1001-13
30. Nichols s/n 7-M-3872
31. Kearney & Trecker 415 S15 s/n 54-1001-15
32. Kearney & Trecker Planer Mill s/n 81-1004-06
33. Milwaukee Model H No.2 Vert. s/n 27-3266
34. Misc. Cutter Wheels
35. Misc. Cutter Wheels
36. Misc. Tooling for Milwaukee Model KM
37. SBL Lathe s/n 11380
38. Leland & Gifford Drill Borer
39. Leland & Gifford Quad Drill Borer
40. Milwaukee Model H. No. 3 Plain s/n 8-3707
41. SBL Lathe s/n 111612RKL
42. SBL Lathe s/n 96782

43. Milwaukee Model H s/n 38-322
44. SBL Lathe s/n 114843
45. Leland & Gifford Dual Drill Borer
46. Clark Gray/yellow 6,000 Lbs. Forklift
47. Towmotor Yellow 20,000 Lbs. Forklift
48. Axelson 27.5" x 72" Lathe s/n 4377
49. 1944 Norton OD Grinder s/n 21928
50. Edwards Truecut ¼" Model 6.5/3000 ¾ X 120
51. Cut off Saw
52. Roll Grinder for Dayco customer
53. Roll Grinder Base
54. CNC Electronics Inventory for MagnaTurn
55. Untested bds. for CNC MagnaTurn
56. New bds. to be tested for CNC MagnaTurn
57. CPUs containing parameters and files for MagnaTurn CNC Machines
58. Benchtop lathe that can be completed
59. Benchtop lathe that has a sales order
60. MagnaTurn trade-in being rebuilt
61. MagnaTurn trade-in being rebuilt
62. MagnaTurn trade-in being rebuilt
63. MagnaTurn trade-in being rebuilt
64. New MagnaTurn being built canceled order
65. MagnaTurn Castings
66. HP DesignJet 330 Drafting Printer
67. GateWay EV-700 17" Monitors qty. 16
68. GateWay GP6-400C 400 MHz CPU system w/additional hardware qty. 13
69. GateWay GP7-550 500 MHz CPU system w/additional hardware qty. 2
70. GateWay GP7-650 650 MHz CPU system w/additional hardware qty. 1
71. HP LaserJet 2100 qty. 2
72. HP LaserJet 3100 qty. 1
73. HP LaserJet 4050 qty. 1
74. Compaq Server with Smart UPS 1000
75. 3 Comm Super Stock Switch 3300XM
76. Barber Coleman No. 12 Gear Hobbing Machine s/n 3609
77. Barber Coleman No. 6-10 Gear Hobbing machine s/n 4728
78. Barber Coleman No. 3 s/n 1604
79. Barber Coleman No. 16-16 s/n 3594
80. Barber Coleman No. 16-16 s/n 3593
81. Barber Coleman No. 16-16 s/n 3324
82. Lapointe Broach Machine ID 0171
83. Broach Tooling
84. SBL Lathe s/n DDB-107RG
85. SBL Lathe s/n 112889
86. Automatic brand name Lathe
87. Automatic brand name Lathe
88. Warner Swasey No. 5 s/n 8799232250029

89. Warner Swasey 2AB s/n 2308225
90. SBL Lathe s/n 149369
91. SBL Lathe s/n DD200R
92. SBL Lathe s/n 157997
93. SBL Lathe s/n 148041
94. Gallicop Lathe
95. SBL Lathe s/n 183352
96. Hydraulic Shaper s/n 71-HB-85
97. Hydraulic Shaper s/n 71-HB-84
98. SBL 14.5X16" Quick Change Gear lathe
99. G & L Horizontal Boring mill s/n 2852E
100. Lucas Model 42B60 s/n 2802E
101. Welding room excluding Lincoln procut 55
102. Paint room excluding lathe and chevalier grinader
103. Flame cutter
104. Heat Treat Room
105. The GA Gray Co. Planer
106. Greenerd 4 Ton Arbor Press
107. Chipmaster s/n SE36522

New Lathe Assets

108. SBL Turn-Nado s/n 76GJ2333
109. SBL Turn-Nado EVS s/n 167CJ18600123
110. SBL Turn-Nado s/n 1860012308
111. SBL Turn-Nado s/n 1669907306
112. SBL Turn-Nado s/n 1660010399
113. SBL Turn-Nado s/n 4960660832
114. SBL Turn-Nado s/n 1440010398
115. SBL Turn-Nado s/n 299CG14401104?
116. SBL Turn-Nado s/n 298CG1440110495
117. SBL Lathe s/n 140111519
118. SBL Lathe s/n 166011514
119. SBL Lathe s/n 1660111513
120. SBL Lathe s/n 1660111511
121. SBL Lathe s/n 2280001295
122. SBL Lathe s/n 2189904256
123. SBL Lathe s/n 2189902243
124. SBL Lathe s/n 2269911280
125. SBL Lathe s/n 17CK2269911281
126. SBL Lathe s/n 18620012311
127. SBL Lathe s/n 1440112524
128. SBL Lathe s/n 1440112523
129. SBL Lathe s/n 1660111515
130. SBL Lathe s/n 1660111510
131. SBL Lathe s/n 1440111518
132. SBL Lathe s/n 22120112319

133. SBL Lathe s/n 22120112320
134. SBL Lathe s/n 62CK2289902241
135. SBL Lathe s/n 5508TKL12
136. SBL Lathe s/n 232388 customer Avondal Ind.
137. SBL Lathe s/n 15299KKX16 customer U of Texas Arlington
138. SBL Lathe s/n 1660111512
139. SBL CNC Lathe w/ Anilam 4200T s/n 1740010185
140. SBL CNC Lathe w/ Anilam 4200T s/n 1740010197
141. SBL CNC Lathe
142. SBL Lathe s/n 16698030387
143. SBL Lathe s/n 265CG1440006309
144. SBL Lathe s/n 1660111509
145. Lathes added to list for parts as of 7-30-2002
146. SBL Turn-Nado s/n 182CK2289906269 cracked bed
147. SBL Lathe s/n606398 13"
148. SBL Lathe s/n 606399 Model 1340

Overhead Cranes

149. [Intentionally omitted]
150. 7.5 Ton over the Milwaukee Modu-line machine works/welded
151. 3 Ton over the MagnaTurn Lathes works/welded
152. 1 Ton at the end of the lathe production works/welded
153. 10 Ton over shipping works bolted
154. 30 Ton over shipping works/bolted
155. 10 Ton over Fab works/welded
156. 10 Ton over Welding area n/w? /welded
157. 1 Ton located in the heat treat room works/welded
158. 1 Ton located in the heat treat room works/welded

Miscellaneous

159. Greenerd 4 Ton Arbor Press
160. Vickers 1985 Press s/n 77C/47421
161. Ex-Cello Screw Thread Grinder