

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

|  |  |                       |                       |
|--|--|-----------------------|-----------------------|
| SUBMISSION TYPE:                         | NEW ASSIGNMENT   |                       |                       |
| NATURE OF CONVEYANCE:                    | Asset Purchase Agreement   |                       |                       |
| <b>CONVEYING PARTY DATA</b>              |  |                       |                       |
| <b>Name</b>                              | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Automatic Screw Machine Products Company |  | 04/24/1996            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>              |  |                       |                       |
| <b>Name:</b>                             | Assembly Components Systems, Inc.  |                       |                       |
| <b>Street Address:</b>                   | 15850 West 108th Street  |                       |                       |
| <b>City:</b>                             | Lenexa   |                       |                       |
| <b>State/Country:</b>                    | KANSAS   |                       |                       |
| <b>Postal Code:</b>                      | 66285-4810   |                       |                       |
| <b>Entity Type:</b>                      | CORPORATION: ILLINOIS  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>         |  |                       |                       |
| <b>Property Type</b>                     | <b>Number</b>  |                       |                       |
| <b>Registration Number:</b>              | 2084033  |                       |                       |
| <b>CORRESPONDENCE DATA</b>               |  |                       |                       |
| <b>Fax Number:</b>                       | (610)407-0701  |                       |                       |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                            | (610) 407-0700   |                       |                       |
| <b>Email:</b>                            | kafoley@ratnerprestia.com  |                       |                       |
| <b>Correspondent Name:</b>               | Benjamin E. Leace - RatnerPrestia  |                       |                       |
| <b>Address Line 1:</b>                   | P.O. Box 980   |                       |                       |
| <b>Address Line 2:</b>                   | One Westlakes, Berwyn, Suite 301   |                       |                       |
| <b>Address Line 4:</b>                   | Valley Forge, PENNSYLVANIA 19482-0980  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>           | ASP-020  |                       |                       |
| <b>NAME OF SUBMITTER:</b>                | Benjamin E. Leace  |                       |                       |

CH \$40.00 2084033

**Total Attachments: 4**

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT made as of April 24, 1996 (this "Agreement") by and among ASSEMBLY COMPONENT SYSTEMS, INC., an Illinois corporation ("Purchaser"), AUTOMATIC SCREW MACHINE PRODUCTS COMPANY, a Delaware corporation ("Seller"), DAVID E. NORMAN and JAMES C. NORMAN.

W I T N E S S E T H

WHEREAS, Seller, all of whose outstanding Class A common shares are owned by Richard Norman as Trustee under Trust Agreement with Harris Trust and Savings Bank as Trustee dated 7/17/68 as amended and restated ("Richard Norman"), Charles Norman ("Charles Norman") and Trustees of the Norman Trust UA dated 9/15/67, F.B.O. The John Norman Fund ("John Norman") (Richard Norman, Charles Norman and John Norman are hereinafter sometimes referred to individually as a "Shareholder" or collectively as "Shareholders"), is engaged in the business of manufacturing, selling and distributing industrial products in the United States and certain foreign countries (the "Business"); and

WHEREAS, on the terms and subject to the conditions of this Agreement, Purchaser desires to acquire from Seller and Seller desires to sell to Purchaser, substantially all of the assets and properties of the Seller, both tangible and intangible, as described herein on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets. On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 8.1), Purchaser shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Purchaser, all of Seller's rights, title and interest in all properties, assets, rights and interests of every kind and nature, whether real or personal, tangible or intangible, and wherever located and by whomever possessed, owned by Seller as of the Closing or arising therefrom or in connection therewith related to or used in, or otherwise associated with, the Business, including, without limitation, all of the following assets (but excluding all Excluded Assets as defined in Section 1.2 below):

- (a) all cash; marketable securities; and all accounts and notes receivable (whether current or noncurrent);
- (b) all prepayments and prepaid expenses as of the Closing Date;

- (c) all inventories and related supplies;
- (d) all interests in real estate (including, without limitation, land, buildings and improvements), whether owned in fee, leased or otherwise, including but not limited to, the real estate commonly known as 709 2nd Avenue S.E., Decatur, Alabama 35602 and all buildings located thereon and the vacant real estate located on the opposite side of the street from 709 2nd Avenue S.E., Decatur, Alabama 35602, both of which are legally described in Schedule 1.1(d) (collectively, the "Decatur Real Estate");
- (e) all interests in plant, machinery and equipment, fixtures, fittings, furniture, automobiles, trucks, tractors, trailers and other vehicles, tools, spare parts and supplies and other tangible personal property, whether owned, leased or otherwise (including, without limitation, items which have been fully depreciated or expensed);
- (f) all insurance, insurance reserves and deposits (including, without limitation, reserves and deposits relating to workmen's compensation);
- (g) all intangible assets and intellectual property (including, without limitation, registered and unregistered trademarks, service marks and trade names, trade dress and other names, marks and slogans, including the names "Automatic Screw Machine Products Company," "Homan", "Assembly Component Systems", "Industrial Bolt & Screw Company" and all variations and permutations thereof), all publishing and distribution rights, and all associated goodwill; all statutory, common law and registered copyrights; all patents, inventions, shop rights, know-how, trade secrets and confidential information; and all registration applications for any of the foregoing; together with all rights to use all of the foregoing forever and all other rights in, to, and under the foregoing in all countries;
- (h) all discoveries, improvements, processes, formulae (secret or otherwise), data, confidential information, engineering, technical and shop drawings, specifications and ideas, whether patentable or not, all licenses and other similar agreements, and all drawings, records, books or other indicia, however evidenced, of the foregoing;
- (i) all rights existing under contracts, leases, licenses, permits, supply and distribution arrangements, sales and purchase agreements and orders, employment and consulting agreements, consignment arrangements, warranties, consents, orders, registrations, privileges, franchises, memberships, certificates, approvals or other similar rights and all other agreements, arrangements and understandings;
- (j) the right to receive all mail and other communications addressed to Seller (including, without limitation, mail and communications from customers, suppliers, agents and others and accounts receivable payments);
- (k) all lists and records pertaining to customers, suppliers, personnel and agents and all other books, ledgers, files, documents, correspondence, plats, architectural

plans, drawings and specifications, computer programs and business records of every kind and nature;

(l) all creative materials (including, without limitation, photographs, films, art work, color separations and the like), advertising and promotional materials and all other printed or written materials;

(m) all claims, refunds, causes of action, choses in action, rights of recovery and rights of set-off of every kind and nature, except with respect to state and federal income tax refunds;

(n) all goodwill as a going concern and all other intangible property;

(o) all interest in and to telephone numbers and all listings pertaining to Seller in all telephone books and other directories; and

(p) all other property not referred to above which is represented on Seller's Latest Balance Sheet (as defined in Section 3.4) or acquired by Seller thereafter (except for such property which has been sold or otherwise disposed of in the ordinary course of business).

For purposes of the Agreement, the term "Purchased Assets" means all properties, assets and rights which Seller shall convey to Purchaser or shall be obligated to convey to Purchaser under this Agreement.

1.2 Excluded Assets. Notwithstanding the foregoing, the following assets (the "Excluded Assets") are expressly excluded from the purchase and sale contemplated hereby and, as such, are not included in the Purchased Assets:

(a) the minute books, capital stock records, articles of incorporation, by-laws and corporate seal of Seller, together with annual and other corporate reports filed with the State of Delaware and other states in which Seller is qualified to do business, other documents and correspondence that relate to Seller's corporate organization and maintenance thereof;

(b) all rights of Seller and the Shareholders with respect to the claims, refunds, causes of action, choses in action, rights of recovery, rights of set-off and all other rights and assets of every kind and nature related to the Excluded Liabilities;

(c) all income tax credits and refunds including but not limited to all credits or refunds arising out of or in connection with (1) the transaction contemplated by this Agreement, and (2) the payment of any and all deferred compensation and stock appreciation rights to stockholders, employees, officers and directors;

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

SELLER:

AUTOMATIC SCREW MACHINE PRODUCTS COMPANY

By: Stanley Belsky  
Its President

SELLER'S DIRECTORS:

David E. Norman  
David E. Norman

James C. Norman  
James C. Norman

PURCHASER:

ASSEMBLY COMPONENT SYSTEMS, INC.

By: [Signature]  
Its President