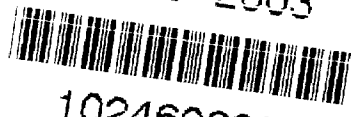


05-29-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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):
DYAC Corporation *S. 23.03*

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

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

2. Name and address of receiving party(ies)
 Name: **MQSW Acquisition Company**

Internal Address: _____

Street Address: **53 Freedom Road**
 City: **Painesville** State: **OH** Zip: **44077**

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 **Bill of Sale and attachments**

Execution Date: **September 25, 1992**

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **866,724**

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: _____

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

Name: **James A. Lucas, Reg. No. 21,081**

Street Address: **Driggs, Lucas, Brubaker & Hogg Co., LPA**
8522 East Avenue

City: **Mentor** State: **OH** Zip: **44024**

Certificate of Mailing Under 37 CFR 1.10
 I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner of Patents & Trademarks, Box Assignments Washington, D. C. 20231

Carole Giacomazzo **5/21/2003**
 Name of Person Mailing Paper Date

7. Total fee (37 CFR 3.41) **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500645

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

James A. Lucas, Reg. No. 21,081
 Name of Person Signing *James A. Lucas* **May 19, 2003**
 Signature Date

Total number of pages including cover sheet, attachments, and document **11**

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

TRADEMARK REEL: 002741 FRAME: 0402

OFFICE OF PATENT AND TRADEMARKS RECORDS SECTION
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BILL OF SALE

DYAC CORPORATION, a Delaware corporation, Debtor and Debtor-in-Possession ("Seller"), by this Bill of Sale does hereby sell, assign, transfer and convey unto MQSW Acquisition Company, an Ohio corporation ("Purchaser"), its successors and assigns, pursuant to the Order Authorizing And Approving Sale Of Substantially All Of The Debtor's Assets To MSQW Acquisition Company entered August 18, 1992 in Case No. 92-11330, United States Bankruptcy Court for the Northern District of Ohio-Cleveland (the "Sale Order"), any and all of Seller's right title or interest in and to all of the following described assets, property, business and rights.

all of the assets, property (tangible, intangible and mixed), business, rights and goodwill of Seller of every kind and description and wherever situated (including, without limitation, at 53 Freedom Road, Painesville and 22 Elevator Street, Painesville), whether or not carried at value on the books of Seller and whether or not in the possession of Seller or others (the "Purchased Assets"), excepting solely therefrom the assets excluded pursuant to the Sale Order, which shall remain the property of Seller.

Without limiting the generality of the foregoing grant, the assets, property, business and rights being sold, assigned, transferred and conveyed hereunder by Seller include, but are not limited to, all of Seller's right, title and interest in, to and under:

(a) all rights and claims of Seller to payment for goods sold or leased or in respect of services rendered by Seller, other receivables of any nature and all rights or claims to the payment of monies, whether for goods sold or leased, services rendered, monies advanced, refunds (other than tax refunds) of any nature, claims accrued or arising out of the conduct of the business operations of the Seller prior to Closing or otherwise;

(b) all raw materials, work-in process, semi-finished goods, purchased components, finished goods and parts, supplies or other personal property to be furnished under any contract of service or held for sale or lease or used or consumed in the manufacture of finished goods;

(c) all office furniture, furnishings, supplies and equipment and all machinery, tooling, dies, molds, material handling equipment, vehicles, tools, gauges, air hoses, water lines, compressors, fans, maintenance supplies, spare parts, and other like or similar property;

(d) all real estate, as to which Seller is simultaneously delivering to Purchaser a warranty deed;

(e) all containers, bags, labels and other packaging supplies;

(f) all books and records and other written materials which relate directly or indirectly to the business operations of the Seller or any of the Purchased Assets, including, without limitation, all financial reports, cost information, customer, dealer, distributor and sales representative lists, purchase, credit and sale records, catalogs, marketing materials, sales literature, artwork, keylines, files and all computer programs developed, used, leased or sold in the course of conducting the business operations of the Seller; provided that Seller reserves the right (at reasonable times and upon reasonable notice) to inspect and, at Seller's expense, copy books and records necessary or helpful in the winding-up of Seller's business and bankruptcy case;

(g) inclusive of all patents, trademarks, copyrights and related applications or registrations owned by Seller;

(h) all prepaid amounts and deposits; and

(i) all goodwill of the business operations of Seller as a going concern, including, without limitation, the names "Joseph Dyson & Sons" and "Dependable Appliance Parts Co." and any similar or derivative name.

Seller hereby authorizes Purchaser to take all appropriate action in connection with any of said assets, property, business or rights, in the name of Seller or in its own or any other name, but at its own expense.

TO HAVE AND TO HOLD said assets, property, business and rights unto Purchaser, its successors and assigns to and for its or their use forever.

And Seller, subject to the terms of the Sale Order, does warrant, covenant and agree that it:

(a) has good and marketable title to the assets, property, business and rights hereby sold, assigned, transferred and conveyed;

(b) will warrant and defend the sale of said assets, property, business and rights against each and every person or persons whomsoever claiming to or making a claim against any or all of the same; and

(c) will take any steps necessary to put Purchaser, its successors and assigns, in actual possession and operating control of said assets, property, business and rights.

Except as expressly set forth above, the personal property conveyed hereby is conveyed in "As Is" condition and without other warranty or representation of any nature whatsoever.

It is acknowledged by Purchaser that some or all of the following affiliated entities, Kenhar Holdings, Ltd., Dyson Material Handling Equipment, Inc., Quality Investments, Inc. and Kenhar Products Holdings, Inc., have certain equipment and inventory stored at 53 Freedom Road, Painesville, Ohio, which are not part of the Purchased Assets.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its duly authorized officers this 25th day of September, 1992.

DYAC CORPORATION

By: 

Willard R. Bell, President

SCHEDULE "A"

SCHEDULE OF PERSONAL PROPERTY TO BE TRANSFERRED TO BUYER

All assets, properties, and rights owned by Dyac Corp., ("Seller") as of July 20, 1992 (or as of the date of closing), and which are used by it in the conduct of its business including but not limited to all of the Seller's right, title and interest in and to the following personal property:

- a) The names "Joseph Dyson & Sons" and "Dependable Appliance Parts Co." and any similar or derivative name;
- b) All notes and accounts receivable;
- c) Those prepaid and similar items including, without limitation, all prepaid expenses, escrowed amounts (but excluding officers and directors indemnity accounts, and tax deposits), advance payments and other prepaid items relating to the Acquired Assets of the Assumed Liabilities designated by Purchaser as "Acquired Assets" at Closing;
- d) All inventories including, without limitation, inventories of raw materials components, assemblies, subassemblies, work-in-process, finished goods, replacement parts, spare parts, operating supplies and packaging;
- e) All tangible personal property (whether as owners, lessor, lessee or otherwise), including, without limitation all machinery, equipment, tooling, dies, molds, jigs, patterns, gauges, material handling equipment, furniture, office equipment, cars, trucks and other vehicles owned by Seller, excluding any tangible personal property leased to Seller if the lease is not assigned to or assumed by Purchaser;
- f) To the extent assignable, all orders, contracts, commitments, and proposals for the purchase and sale of products and services by or to Seller;
- g) All "Intellectual Property" of Seller (whether as owner, investor, employer of an investor, licensor, licensee or otherwise), including, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, technical information, manufacturing processes and techniques, designs, drawings, and other know-how;
- h) To the extent assignable or transferable, all permits, approvals, qualifications, and the like issued by any government or governmental unit, agency, board, body,

or instrumentality, whether federal, state, or local,
and all applications therefor;

- i) All business books and records of Seller or copies thereof including without limitation all financial, operating, inventory, legal, personnel, payroll, and customer records and all sales and promotional literature, correspondence, and files; and
- j) All accounts receivable and other rights to receive money or property from any person, firm or entity whatsoever.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
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IN RE: DYAC CORPORATION,)
)
)
 Debtor and)
 Debtor-in-Possession.)
)
)
)
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)

CASE NO. B92-11330
CHAPTER 11
JUDGE WILLIAM J. O'NEILL

ORDER AUTHORIZING AND APPROVING SALE OF SUBSTANTIALLY
ALL OF THE DEBTOR'S ASSETS TO MQSW ACQUISITION COMPANY

The Debtor's Motion for Authority to Sell Substantially All of its Assets out of the Ordinary Course of Business, (the "Motion") filed on July 1, 1992, came on for hearing on August 11, 1992,

Upon the Motion, the objections there to filed by Bank One, Cleveland, N.A., The Independent Forge and Machine Workers Union, Frank Robb and John Braidic (collectively, "Objections"), statements of counsel for the various parties and the evidence, the Court

FINDS that proper, timely, adequate and sufficient notice of the Motion, of the hearing date thereon, and of the opportunity to interpose an objection thereto were given to all necessary parties in interest in accordance with Section 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004; and further the Court

FINDS that no other or further notice of the hearing on the Motion was or is necessary; and further the Court

FINDS that a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities; and further the Court

A True Copy of the Original
FILED: 8-18-92
TEST: _____, CLERK
y _____
10-2-92
TRADEMARK

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FINDS that the Motion was duly and properly served on all necessary persons and entities; and further the Court

FINDS that the Debtor is under the jurisdiction of this Court by virtue of the Debtor's voluntary petition being filed pursuant to Chapter 11 of the Bankruptcy Code on March 6, 1992; and further the Court

FINDS that sufficient authority exists under Section 363 of the Bankruptcy Code for the Debtor to sell the assets of the Estate in accordance within the Motion; and further the Court

FINDS that the Debtor has established a valid and sound business purpose to sell the assets of the Estate in accordance within the Motion; and further the Court

FINDS that the Debtor has reached an agreement with MQSW Acquisition Company ("MQSW") for a sale of substantially all of the Debtor's assets as is more fully set forth in Exhibit A hereto (the "Agreement") and further the Court

FINDS that MQSW has acted in good faith pursuant to Section 363(m) of the Bankruptcy Code in respect of the sale; and further the Court

FINDS that the objection of Bank One, Cleveland, N.A. has been withdrawn in open court and that the remaining objections should be overruled.

THEREFORE, the Court being fully advised in the premises herein and for good cause shown, it is

ORDERED that the Motion be, and it hereby is, granted in all respects and the Objections be and the same hereby are overruled; and it is further

ORDERED that the Debtor be, and it hereby is, authorized and empowered, pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, to consummate the sale of all assets which are the subject of the Motion, being substantially all of the assets of the Estate, to MQSW consistent with the findings herein, and the said assets sold shall be conveyed free and clear of all liens, claims, encumbrances, and other interests, whether arising prior to or subsequent to the date of filing of the petition herein, with such liens, claims, encumbrances, and other interests thereafter attaching only to the proceeds of sale, with the same validity, force, and effect as they may now have against the assets of the Estate; and it is further

ORDERED that MQSW and shall not by reason of the sale be liable for any claims against the Estate or the Debtor, except as may be assumed pursuant to the terms of the Agreement; and it is further

ORDERED that this Court shall retain jurisdiction over the parties for the purpose of enforcing this Order and for the purpose of resolving any disputes that arises out of the sale of substantially all of the Estate assets; and it is further

ORDERED that, in the absence of a stay pending appeal, MQSW shall be entitled to the protection of Section 363(m) of the Bankruptcy Code with respect to the sale of the Estate assets approved and authorized herein in the event that this Order or any authorization contained herein is reversed or modified on appeal; and it is further

ORDERED that each and every federal, state, and local agency, department, or government authority be, and it hereby is, directed to accept this Order as binding concerning the authorization and consummation of the sale and conveyance of substantially all of the Estate assets, and the provisions of this Order authorizing the sale of substantially of the Estate assets free and clear of liens shall be self-executing, with neither the Debtor nor MQSW being required to obtain approvals or releases of liens from any governmental authorities or third parties to effectuate the sale free and clear of liens; and it is further

ORDERED that the Debtor be, and it hereby is, authorized and empowered to take all actions and execute and deliver any and all documents as reasonably may be necessary to implement the terms of this Order; and it is further

ORDERED that this Order shall be binding on, and shall inure to the benefit of the Debtor, the Estate, MQSW and their respective successors and assigns.

Date: Cleveland, Ohio

Aug. 18

, 1992

W. J. O'Neill
WILLIAM J. O'NEILL
UNITED STATES BANKRUPTCY JUDGE

Submitted By:

David O. Simon
David O. Simon
Attorney for Debtor

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") dated as of the 11th day of August, 1992 by and between DYAC CORPORATION, an Ohio Corporation; ("Seller") and MQSW ACQUISITION COMPANY, an Ohio Corporation ("Buyer")

WITNESSETH

WHEREAS, Buyer desires to purchase from Seller and Seller and desires to sell to Buyer certain assets, upon the terms and conditions hereinafter set forth,

WHEREAS, Buyer desires to enter into certain contractual arrangements with Seller;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration had and received, the parties hereto do hereby agree as follows:

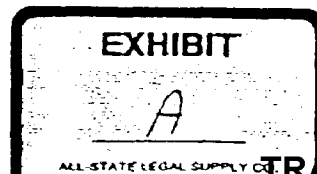
ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Purchased. On the basis of the representations, warranties and agreements herein contained, and upon the terms and subject to the conditions hereof, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller at the time and place specified in Section 3.1 hereof (the "Closing") for the consideration hereinafter set forth, (i) the personal property identified in Schedule "A" attached hereto and incorporated herein by this reference, and (ii) the real property located in Schedule "B" attached hereto and incorporated herein by this reference, said real property being hereinafter referred to as the "Premises", and said personal property and the Premises being hereinafter collectively called the "Acquired Assets".

1.2 Assets to be Retained. Any rights, properties and assets of Seller which are not listed or described in Section 1.1 shall not be included in the Acquired Assets but shall be retained by Seller (the "Retained Assets"). At Buyer's written request, Seller shall deliver thirty (30) days prior to Closing to Buyer a schedule identifying the Retained Assets.

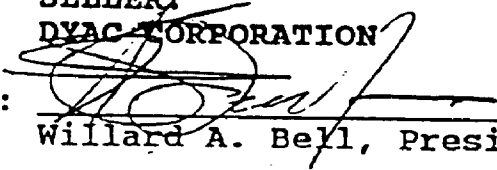
1.3 Assumed Liabilities. Upon the terms and subject to the conditions hereof, Buyer hereby agrees as of the Closing, to assume all of the following liabilities and obligations of Seller (the "Assumed Liabilities"):

1



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

SELLER
DYAC CORPORATION

BY: 
Willard A. Bell, President

BUYER:
MQSW ACQUISITION COMPANY

BY: 
John Millonzi
Authorized Agent