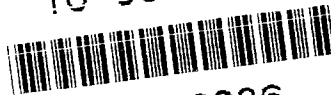


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CC/D#

10-06-2003



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3. 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):
Waterbury Farrel Manufacturing
Limited Partnership

- 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)
Waterbury Farrel
Name: Technologies Inc.
Internal Address: _____
Address: _____

Street Address: 2455 Lucknow Drive
Mississauga, Ontario L5S 1H9
City: _____ State: CANADA Zip: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CANADA
- 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: 12/31/1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
0846670
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Pamela S. Burt
Internal Address: _____
Street Address: 635 N. US-23
P.O. Box 186
Harrisville State: MI Zip: 48740

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:

(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.
Pamela S. Burt Pamela S. Burt Sept. 24, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

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

10/06/2003 LNUELLER 00000022 0846670
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TRADEMARK
REEL: 002837 FRAME: 0406

ASSET PURCHASE AGREEMENT

WATERBURY FARREL TECHNOLOGIES INC.

- and -

**WATERBURY FARREL MANUFACTURING
LIMITED PARTNERSHIP, by its General Partner
WATERBURY FARREL LTD. CORP.**

December 31, 1997

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 31st day of December, 1997.

BETWEEN:

WATERBURY FARREL TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of Ontario (the "Purchaser")

- and -

WATERBURY FARREL MANUFACTURING LIMITED PARTNERSHIP, by its General Partner **WATERBURY FARREL LTD. CORP.**, a limited partnership established under the laws of Connecticut (the "Vendor")

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Defined Terms

In this Agreement and in the Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

"**Assumed Contracts**" means all contracts, agreements, orders, commitments and other engagements by or with third parties relating to the Business which are included in the Purchased Assets including, without limitation, the Customer Contracts.

"**Assumed Liabilities**" means the liabilities of the Vendor which are to be assumed by the Purchaser pursuant to section 2.04 hereof.

"**Business**" means the entire business carried on by the Vendor.

"**Closing Date**" means December 31, 1997, or such other date as the Vendor and Purchaser may agree upon.

"Closing Time" means the close of business on the Closing Date or such other time on the Closing Date as the parties hereto may agree upon.

"Customer Contracts" means any and all agreements entered into between the Vendor and one or more third parties relating to the sale or provision of goods or services by the Vendor to such third parties in connection with the Business, including unfilled orders, commitments and other engagements by or with such third parties, all of which are listed in Schedule A attached hereto.

"Encumbrances" means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing.

"Excluded Assets" means those assets of the Business referred to in section 2.3 hereof.

"Purchase Price" means the sum of the amounts payable by the Purchaser to the Vendor for all of the Purchased Assets, as provided in section 2.6 hereof.

"Purchased Assets" means the undertaking and assets of the Business which are to be sold by the Vendor to the Purchaser pursuant to section 2.1 hereof.

1.2 Currency

Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful money of the United States of America.

1.3 Choice of Law and Attornment

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree that the courts of that Province will have non-exclusive jurisdiction to determine all disputes and claims arising between the parties.

ARTICLE 2

PURCHASE AND SALE

2.1 Purchased Assets

On the terms and subject to the fulfilment of the conditions hereof, the Vendor hereby agrees to sell, transfer and assign to the Purchaser, and the Purchaser hereby agrees to purchase and accept from the Vendor, the undertaking of the Business as a going concern and all properties, assets, rights and interests of the Vendor related to the Business of every kind and description and wheresoever situate, except for the Excluded Assets. Without limiting the generality of the foregoing, the Purchased

Assets will include all assets of the Business shown or reflected in the December 31, 1997 Financial Statements of the Vendor, other than Excluded Assets and will include the following assets:

- (a) **Cash and Bank Balances:** all cash, bank balances, monies in the possession of banks and other depositories, term or time deposits, guaranteed investment certificates, treasury bills, other securities and other similar cash or cash-equivalent items owned by the Vendor as of the Closing Time;
- (b) **Accounts Receivable:** all accounts receivable and loans receivable relating to the Business as of the Closing Time;
- (c) **Inventories:** all inventories of or relating to the Business as of the Closing Time, including all raw materials, manufacturing supplies, packaging materials, work in process and finished goods;
- (d) **Prepaid Expenses:** all prepaid expenses relating to the Business as of the Closing Time;
- (e) **Machinery, Equipment and Furniture:** all machinery, equipment, tools, furniture, furnishings and other miscellaneous items used in or relating to the Business including, without limitation, all those listed in Schedule A attached hereto;
- (f) **Leased Equipment and Vehicles:** all right, title and interest of the Vendor in and under leases of equipment and vehicles used in or relating to the Business including, without limitation, all leases and other agreements listed in Schedule A attached hereto;
- (g) **Computer Equipment:** all of the Vendor's right, title and interest in all computer hardware used in the Business including, without limitation, that described in Schedule A attached hereto;
- (h) **Customer Lists and Information:** all customer lists, files, data and information relating to customers and prospective customers of the Business as of the Closing Time;
- (i) **Customer Contracts:** all right, title and interest of the Vendor in and to all Customer Contracts, all of which are listed in Schedule A attached hereto;
- (j) **Business Records:** all books, records, files and documents relating to the Business, including without limitation, books of account, ledgers, journals, sales and purchase records, lists of suppliers, credit information, cost and pricing information, business reports, plans and projections and all other correspondence, data and information, financial or otherwise, in any format and media whatsoever, related to the Business;

- (k) **Goodwill:** the goodwill of the Business;
- (l) **Technology, Intellectual Property and Software:** all trade secrets, research data, designs, proprietary know-how, technical information, specifications and materials in whatever form or media recording or evidencing technology or proprietary information used in or relating to the Business, and all rights and interests in and to all inventions, patents, applications for patents, copyrights, trade marks, trade mark registrations, trade names, logos, industrial designs and other intellectual property used in or relating to the Business, and all computer software used in the Business including all related code, specifications, documentation, revisions, enhancements and modifications thereto, in whatever form and media, all of which is listed in Schedule A attached hereto;
- (m) **Licence Rights:** all licence and distribution rights relating to the Business granted to the Vendor by any third party under all contracts and agreements (written or oral);
- (n) **Insurance Benefits:** any benefits payable under all insurance policies relating to the Business or the other Purchased Assets in respect of claims based on occurrences prior to the Closing Time;
- (o) **Supply Contracts:** the full benefit of all contracts providing for the supply of goods and services to the Business;
- (p) **Warranty Rights and Maintenance Contracts:** the full benefit of all warranties and warranty rights (express and implied) against manufacturers or sellers which apply to any of the Purchased Assets and all maintenance contracts on machinery, equipment and the other Purchased Assets;
- (q) **Other Agreements:** all of the Vendor's rights, title and interest to and under all other contracts and agreements (written or oral) relating directly or indirectly to the Business; and
- (r) **Geneva Claim:** All of the Vendor's rights in respect of the claim made against Geneva Steel, including all damages, costs and other amounts which may be recovered from Geneva Steel in connection with that matter.

2.2 Unassignable Contracts

If any rights, benefits or remedies (hereinafter, in this section, collectively called the "Rights") under any Assumed Contracts are not assignable by the Vendor to the Purchaser without the consent of the other party thereto (hereinafter, in this section, called the "Third Party") and such consent is not obtained, then:

- (a) the Vendor will hold the Rights for the benefit of the Purchaser,
- (b) the Vendor will, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser shall specify, take all such actions and do all such things as shall, in the opinion of the Purchaser, be necessary or desirable in order that the obligations of the Vendor under such Assumed Contracts may be performed in a manner such that the value of the Rights shall be preserved and shall enure to the benefit of the Purchaser and such that all monies receivable under the Assumed Contracts may be received by the Purchaser,
- (c) the Vendor will promptly pay over to the Purchaser all such monies collected by the Vendor in respect of such Assumed Contracts, and
- (d) to the extent permitted by the Third Party, the Purchaser will perform the obligations under such Assumed Contracts on behalf of the Vendor, and will indemnify the Vendor against all liabilities, costs and expenses incurred by the Vendor in performing such obligations.

2.3 Excluded Assets

There shall be specifically excluded from the assets being purchased and sold hereunder, the assets, properties, rights and interests of the Vendor related to the Business listed in Schedule B.

2.4 Assumed Liabilities

On the terms and subject to the conditions herein contained, at the Closing Time the Purchaser will assume and thereafter pay, perform, discharge and satisfy the following liabilities of the Vendor relating to the Business, and will indemnify the Vendor against such liabilities:

- (a) trade accounts payable on accrued liabilities to trade creditors of the Business existing as of the Closing Date;
- (b) liabilities for warranty claims relating to any product or service of the Business produced, sold, performed or delivered prior to the Closing Date; and
- (c) all liabilities and obligations of the Vendor accruing on and after the Closing Date under the Assumed Contracts.

2.5 Retained Liabilities and Indemnity

The Purchaser will not assume and will not be liable for, and the Vendor will indemnify the Purchaser from and against, all obligations, commitments and liabilities of and claims against the Vendor (whether absolute, accrued or contingent) relating to the Business, except for the Assumed

Liabilities. Without limiting the generality of the foregoing, it is agreed that the Purchaser will have no liability for any of the following obligations or liabilities:

- (a) all liabilities for all taxes, duties, levies, assessments and other such charges, including any penalties, interests and fines with respect thereto, payable by the Vendor to any federal, state, municipal or other government or governmental agency, authority, board, bureau or commission, domestic or foreign, including, without limitation, any taxes in respect of or measured by the sale, consumption or performance by the Vendor of any product or service prior to the Closing Date;
- (b) all liabilities for salary, bonus, vacation pay and other compensation and all liabilities under employee benefit plans of the Vendor relating to employment of all persons in the Business prior to the Closing Date;
- (c) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Vendor of the employment of any employee of the Business;
- (d) all liabilities for claims for injury, disability, death or worker's compensation arising from or related to employment in the Business prior to the Closing Date; and
- (e) all product liability claims and other claims relating to products or services of the Business sold, performed or delivered prior to the Closing Date (including sales using the "Waterbury Farrel" name), other than claims under warranties specifically assumed by the Purchaser pursuant to section 2.4(b).

2.6 Purchase Price

- (a) The price payable by the Purchaser to the Vendor for the Purchased Assets will be the sum of the following amounts:
 - (i) \$2,100,000 in respect of the goodwill of the Business, and
 - (ii) an amount equal to the net asset value of the Business as of December 31, 1997 as determined by the accountants of the Vendor and Purchaser in accordance with generally accepted accounting principles.
- (b) It is intended by the parties hereto that the Purchase Price shall be the fair market value of the Purchased Assets, and the Vendor and the Purchaser have made a reasonable effort to determine such fair market value. In the event that any taxing authority disputes such fair market value, the parties agree to adjust the fair market value to an amount that is mutually agreeable to both the parties hereto and to such taxing authority or authorities. Any resulting increase in the Purchase Price shall be

paid promptly by the Purchaser to the Vendor, and any resulting decrease in the Purchase Price shall be reimbursed by the Vendor to the Purchaser and the amount of such reimbursement shall be treated as a interest-free loan by the Purchaser to the Vendor from the Closing Date to the date of reimbursement.

2.7 Payment of Purchase Price

The Purchase Price will be paid and satisfied as follows:

- (i) by the Purchaser delivering to the Vendor at the Closing Time a cheque or bank draft in the amount of \$2,100,000; and
- (ii) by the Purchaser delivering to the Vendor a cheque or bank draft in an amount equal to the net asset value of the Business as of December 31, 1997 as soon as such net asset value is determined by the accountants of the Vendor and the Purchaser.

2.8 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in the manner provided by Schedule C attached hereto. The Vendor and the Purchaser shall file their respective tax returns prepared in accordance with such allocation.

2.9 Payment of Taxes

The Purchaser shall be liable for and shall pay all applicable federal and state sales taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Assets to the Purchaser. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in an efficient manner.

2.10 Goods and Services Tax

The Vendor and the Purchaser will jointly execute in prescribed form, and the Vendor will file within the required time, an election under Section 167(1) of the *Excise Tax Act* (Canada) that no tax be payable pursuant to Part IX of the *Excise Tax Act* with respect to the purchase and sale of the Purchased Assets hereunder.

ARTICLE 3**REPRESENTATIONS, WARRANTIES AND COVENANTS****3.1 Representations and Warranties by the Vendor**

The Vendor represents and warrants to the Purchaser as follows, and confirms that the Purchaser is relying upon the accuracy of each of such representations and warranties in connection with the purchase of the Purchased Assets and the completion of the other transactions hereunder:

- (1) Authority and Binding Obligation. The Vendor has good right, full power and absolute authority to enter into this Agreement and to sell, assign and transfer the Purchased Assets to the Purchaser in the manner contemplated herein and to perform all of the Vendor's obligations under this Agreement. This Agreement is a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (2) No Other Purchase Agreements. No person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement, option or commitment, for the purchase or other acquisition from the Vendor of any of the Purchased Assets, or any rights or interest therein, other than in the ordinary course of the Business.
- (3) Status. The Vendor is a limited partnership duly formed and validly subsisting in all respects under the laws of its governing jurisdiction. The Vendor has all necessary power to own its properties and to carry on its business as it is now being conducted.
- (4) Title to Assets. The Vendor is the owner of and has good and marketable title to all of the Purchased Assets, including, without limitation, all Purchased Assets reflected in the December 31, 1997 Financial Statements, free and clear of all Encumbrances whatsoever.

3.2 Representations and Warranties by the Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows, and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with the sale of the Purchased Assets and the completion of the other transactions hereunder:

- (1) Corporate Authority and Binding Obligation. The Purchaser is a corporation duly incorporated and validly subsisting in all respects under the laws of its jurisdiction of incorporation. The Purchaser has good right, full corporate power and absolute authority to enter into this Agreement and to purchase the Purchased Assets from the Vendor in the manner contemplated herein and to perform all of the Purchaser's obligations under this Agreement. This Agreement is a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

3.3 Survival of Warranties

The representations and warranties made by the Vendor and the Purchaser contained in this Agreement or contained in any document given in order to carry out the transactions hereby contemplated will survive the closing of the purchase and sale of the Purchased Assets provided for herein and, notwithstanding such closing, shall continue in full force and effect for the benefit of the other party hereto.

ARTICLE 4

CLOSING

4.1 Closing Arrangements

Subject to the terms and conditions hereof, the transactions contemplated herein shall be closed the Closing Time at the offices of the Purchaser or at such other place or places as may be mutually agreed upon by the Vendor and the Purchaser.

4.2 Documents to be Delivered

At or before the Closing Time, the Vendor shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Purchaser all documents, instruments and things which are to be delivered by the Vendor pursuant to the provisions of this Agreement, and the Purchaser shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Vendor all cheques or bank drafts and all documents, instruments and things which the Purchaser is to deliver or to cause to be delivered pursuant to the provisions of this Agreement.

ARTICLE 5**GENERAL PROVISIONS****5.1 Further Assurances**

Each of the Vendor and the Purchaser hereby covenants and agrees that at any time and from time to time after the Closing Date it will, upon the request of the others, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

5.2 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.3 Entire Agreement

This Agreement and the Schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the Schedules, documents and instruments to be delivered on or before the Closing Date pursuant to this Agreement. The parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the Schedules, documents and instruments to be delivered on or before the Closing Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such Schedules, documents or instruments.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement under seal as of the day and year first above written.

WATERBURY FARREL TECHNOLOGIES INC.

Per: 

**WATERBURY FARREL MANUFACTURING
LIMITED PARTNERSHIP, by its General
Partner WATERBURY FARREL LTD. CORP.**

Per: _____

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a cursive name.

::ODMA\PCDOCS\DOCS\171733

WATERBURY FARREL TECHNOLOGIES

ASSET PURCHASE AGREEMENT

SCHEDULE OF NET ASSETS SOLD

24-Apr-98

ASSET ACCOUNTS	ACCT#	NET ASSET VALUE IN DISPOSITION
Petty Cash	001000	1,000.00
Cash - CIBC	001065	64,257.68
Cash - CIBC - PSM	001066	(31,344.23)
Cash - Bank of Boston	001070	54,974.55
Domestic Accounts Receivable	001105	377,620.22
Foreign Holdback Receivable	001120	45,568.60
Allowance for Doubtful Accounts	001131	(82,300.00)
Travel Advances	001155	366.46
Freight Receivable	001165	138,394.00
Deposits	001200	150.00
Prepaid Insurance	001205	13,000.00
Work In Process	001305	206,651.41
Inventory - Spare Parts	001310	229,554.70
Finished Goods	001315	201,984.42
Excess Costs	001320	1,259,509.49
Inter-Company - AHL - CDN\$	001430	(284,584.91)
Inter-Company - AHL	001435	(1,399,032.06)
Inter-Company - CDN\$ Exch.	001440	85,449.15
Inter-Company - AHML	001480	5,753.50
Inter-Company - A. Nazarian	001485	(932.55)
Automotive Equipment	001710	17,444.02
Computers & Accessories	001715	149,621.01
Furniture & Office Equipment	001720	127,386.48
Machinery & Equipment	001725	130,153.04
Leashold Improvements	001730	314,624.08
Accum. Deprec. - Auto.	001810	(15,757.73)
Accum. Deprec. - Computers	001815	(121,099.66)
Accum. Deprec. - Fum./Fixtures	001820	(62,139.79)
Accum. Deprec. - Mach./Equip.	001825	(37,347.66)
Accum. Deprec. - Leasehold Impr.	001830	(107,263.76)
Partnership - Original Costs	001950	0.00
Trade Accounts Payable	002015	(592,017.35)
Accounts Payable - Unbilled	002020	(472,364.58)
Taxes Payable - State & Local	002060	(577.71)
Accrued Liabilities - Audit & Legal	002080	(3,485.02)
Accrued Liabilities - Mgmt. Fees	002085	(12,000.00)
Accrued Liabilities - Prty Taxes	002090	(25,000.00)
Accrued Liabilities - Fringe Ben.	002115	6,921.72
Accrued Liabilities - Vacations	002150	(20,000.00)
Accrued Liabilities - Holidays	002155	(2,900.00)
Progress Billings	002175	(34,326.00)
Excess Billings	002185	(105,137.86)
NET ASSETS		20,443,661.66