

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

1. Name of conveying party(ies):
 Armstrong-Blum Manufacturing Company
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Illinois
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Marvel Manufacturing Company, Inc.
 Street Address: 3501 Marvel Drive
 City: Osh Kosh State: WI Zip: 54902
 Corporation - Wisconsin
 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: August 26, 2004

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,181,114	1,950,288	1,550,734
1,550,735	1,569,259	0,207,685
1,094,999	1,392,189	1,938,071
0,121,962	2,200,100	1,130,687
2,608,018		

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Daniel E. Kattman, Esq.
 Address: Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

6. Total number of applications and registrations involved:..... 13
 7. Total fee (37 CFR 3.41) \$340.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.
 8. Deposit account number: 18-0882
 (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.
Daniel E. Kattman _____ September 17, 2004
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: [18]

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

CH \$340.00 180882 2181114

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS RECEIVABLE,
INTELLECTUAL PROPERTY AND TRANSFERRED LICENSES**

1. *Sale and Transfer of Assets.* For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Sections 1.1 and 2.2(a)(i) of that certain Asset Purchase Agreement dated as of July 21, 2004 (the "Purchase Agreement"), to which Armstrong-Blum Manufacturing Company, an Illinois corporation (the "Assignor"), and Marvel Manufacturing Company, Inc., a Wisconsin corporation (the "Assignee"), are parties:

(a) Assignor hereby sells, transfers, assigns, conveys, grants and delivers to Assignee, effective as of 12:01 a.m. (CDST time) on August 26, 2004 (the "Effective Time"), all of Assignor's right, title and interest in and to all of the Assets including Assignor's outstanding Accounts Receivable as of the Effective Time.

(b) Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's patents and patent applications and all inventions and discoveries that may be patentable that are owned or used by Assignor listed on Exhibit A (collectively, the "Patents"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Bill of Sale and Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the Effective Time hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

(c) Assignor hereby transfers and assigns to Assignee and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's name ("Armstrong-Blum Manufacturing Company"), all assumed fictional business names, trade names, registered and unregistered trademarks and service marks (and all applications therefore) owned by Assignor listed on Exhibit B (collectively, the "Marks") and all Assignor's rights, title and interest in the Internet websites and Internet domain names owned and together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of Mark or Net Name, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the Effective Time as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

(d) Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and

under any copyrights owned by Assignor listed on Exhibit C ("Copyrights"), rights to sue for infringement of any Copyright, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the Effective Time hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

(e) Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the software owned by Assignor, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith owned or used by Assignor and all of Assignor's worldwide right, title and interest in, to and under the Software licensed to Assignor for Assignor's use, listed on Exhibit D, but only to the extent that such Software is assignable without prior consent of any party (collectively, the "Software") the same to be held and enjoyed by the Assignee, its successors and assigns from and after the Effective Time hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

(f) Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's know-how, trade secrets, confidential or proprietary information, customer lists, technical formation, data, process technology, drawings, blue prints (collectively, the "Trade Secrets) or any other intellectual property or proprietary rights owned or used by Assignor, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Time hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

(g) Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's licenses, rights, permits, authorizations, approvals and other rights currently held by Assignor with respect to the Assets or the operation of the Business but only to the extent that they are assignable and transferable without prior consent of any Party (collectively, "Transferable Licenses") to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Time hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made.

The Assets and rights assigned to Assignee under this Bill of Sale and Assignment are referred collectively as the "Transferred Items".

2. *Further Actions.* Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Items hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to the Transferred Items and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may

reasonably request to more effectively transfer and assign to and vest in Assignee each of the Transferred Items.

3. *Power of Attorney.* Without limiting Section 2 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns from time to time:

(a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Items and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Transferred Items and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same,

4. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement, including but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities related to the Transferred Items, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. *Headings; Definitions.* The headings used in this Agreement are for convenience only and shall not affect its construction or interpretation and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. Capitalized terms used herein shall have the meanings set forth in the Purchase Agreement unless otherwise defined herein.

6. *Governing Law.* Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws thereunder.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Bill Of Sale and Assignment of Accounts Receivable, Intellectual Property And Transferred Licenses as of August 26, 2004.

[Signatures appear on following page]

Armstrong-Blum Manufacturing Company,
an Illinois corporation

Donald L. Armstrong, Jr.
By: Donald L. Armstrong, Jr.
Its: President

State of Illinois)
County of De Witt) ss

On this 26th day of August, 2004, before me, Lynn E. Cagney, personally appeared Donald L. Armstrong, Jr. President of Armstrong-Blum Manufacturing Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Lynn E. Cagney
Notary Public

EXHIBIT A

**ARMSTRONG BLUM MFG. CO.
LIST OF PATENTS
5/27/04**

ABM-101

Title: Method for Delivering a Coolant to a Band Saw and Structure Therefor
Remarks: All maint fees have been paid.

Country:	United States	
<i>Application No.:</i>	360,011	<i>Patent No.:</i> 4,501,181
<i>Filing Date:</i>	03/19/82	<i>Issue Date:</i> 02/26/85

ABM-102

Title: Blade Speed Control for a Band Saw
Remarks: All maint fees have been paid.

Country:	United States	
<i>Application No.:</i>	415,292	<i>Patent No.:</i> 4,624,167
<i>Filing Date:</i>	09/07/82	<i>Issue Date:</i> 11/25/86

ABM-103

Title: Self-Guiding Band Saw
Remarks: Case never filed.

ABM-104

Title: Vertical Band Saw with Cantilever Frame
Remarks: All maint fees have been paid.

Country:	United States	
<i>Application No.:</i>	591,033	<i>Patent No.:</i> 4,658,689
<i>Filing Date:</i>	03/19/84	<i>Issue Date:</i> 04/21/87

ABM-105

Title: Programmable Band Saw and Method of Sawing
Remarks: Abandoned due to client's non-response to our letter.

Country:	United States	
<i>Application No.:</i>	851,962	<i>Patent No.:</i> 4,866,630
<i>Filing Date:</i>	04/04/86	<i>Issue Date:</i> 09/12/89

ABM-106

Title: Method of Enhancing Band Saw Sawing Action and Apparatus Therefor
Remarks: Case never filed.

ABM-107-Design

Title: Band Saw

Country:	Canada		
<i>Application No.:</i>	21-07-88-1	<i>Patent No.:</i>	62,562
<i>Filing Date:</i>	07/21/88	<i>Issue Date:</i>	02/28/89

ABM-108

Title: Communication Linkage System for Programmable Band Saw

Country:	Canada		
<i>Application No.:</i>	2,114,165	<i>Patent No.:</i>	2,114,165
<i>Filing Date:</i>	01/25/94	<i>Issue Date:</i>	01/16/96

Country:	Japan (ABANDONED)		
<i>Application No.:</i>	6-28966		
<i>Filing Date:</i>	01/31/94		

Country:	Mexico		
<i>Application No.:</i>	94-0764	<i>Patent No.:</i>	207,712
<i>Filing Date:</i>	01/28/94	<i>Issue Date:</i>	05/08/02

Country:	Taiwan		
<i>Application No.:</i>	83 105901	<i>Patent No.:</i>	76,150
<i>Filing Date:</i>	06/02/94	<i>Issue Date:</i>	01/11/96

Country:	United States		
<i>Application No.:</i>	011,438	<i>Patent No.:</i>	5,418,729
<i>Filing Date:</i>	01/29/93	<i>Issue Date:</i>	05/23/95

ABM-109

Title: All Purpose Saw Blade

Remarks: Client has exited the saw business. All will be abandoned.

Country:	Canada (ABANDONED)		
<i>Application No.:</i>	2,158,781	<i>Patent No.:</i>	2,158,781
<i>Filing Date:</i>	09/21/95	<i>Issue Date:</i>	11/30/99

Country:	Mexico (ABANDONED)		
<i>Application No.:</i>	95-4103	<i>Patent No.:</i>	192,218
<i>Filing Date:</i>	09/26/95	<i>Issue Date:</i>	06/03/99

Country:	United States (ABANDONED)		
<i>Application No.:</i>	312,732	<i>Patent No.:</i>	5,501,129
<i>Filing Date:</i>	09/27/94	<i>Issue Date:</i>	03/26/96

ABM-109-CIP

Country:	United States		
<i>Application No.:</i>	08/594,843	<i>Patent No.:</i>	5,697,280
<i>Filing Date:</i>	01/31/96	<i>Issue Date:</i>	12/16/97

ABM-110

Title: Wide Sweep Tilting Mechanism for a Band Saw

Country:	United States		
<i>Application No.:</i>	09/656,540	<i>Patent No.:</i>	6,601,494
<i>Filing Date:</i>	09/06/00	<i>Issue Date:</i>	

EXHIBIT B and C

COUNTRY/TRADENAME REPORT

Cifent	Country	Trademark	Application No	Application Date	Registration No	Registration Date	Trademark Status	Int. Classes	File Reference
China									
ARMSTRONG-BLUM MFG. CO.	China	MARVEL		21 Jun 1983	203215	15 Jan 1984	Registered	7	830503
ARMSTRONG-BLUM MFG. CO.	China	MARVEL LOGO		21 Jun 1983	204029	30 Jan 1984	Registered	500	830500
Indonesia									
ARMSTRONG-BLUM MFG. CO.	Indonesia	MARVEL	D96-7518	18 Apr 1996	384415	1 Sep 1997	Registered	7	960062
Ireland									
ARMSTRONG-BLUM MFG. CO.	Ireland	MARVEL	1163/83	27 Apr 1983	B110971	27 Apr 1983	Registered	7	830824
ARMSTRONG-BLUM MFG. CO.	Ireland	MARVEL & AB LOGO	1164/83	27 Apr 1983	B110972	27 Apr 1983	Registered	7	830825
ARMSTRONG-BLUM MFG. CO.	Ireland	MARVEL MARK	1161/83	27 Apr 1983	B110969	27 Apr 1983	Registered	7	830826
ARMSTRONG-	Ireland	MARVEL-PC	1942/87	12 Jun	B123770	12 Jun 1987	Registered	9	MPC009-1

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BLUM MFG. CO.

1987

Italy

ARMSTRONG-
BLUM MFG. CO. Italy MARVEL MI92C005613 28 Jul 1992 649092 21 Apr 1995 Registered 7 921240

Japan

ARMSTRONG-
BLUM MFG. CO. Japan EAGLE BEAK Hei 7-87833 25 Aug 1995 4029907 18 Jul 1997 Registered 7 951547

Mexico

ARMSTRONG-
BLUM MFG. CO. Mexico MARVEL 197,315 26 Apr 1994 Pending 7 940406

ARMSTRONG-
BLUM MFG. CO.

Mexico

MARVEL
ARMSTRONG-
BLUM MFG.
CO. & AB
Logo

14 Sep
1999

766029

31 Oct 2002 Registered 7

991599

Taiwan

ARMSTRONG-
BLUM MFG. CO. Taiwan MARVEL 76059750 19 Oct 1987 441273 1 May 1989 Registered 92 871594

ARMSTRONG-
BLUM MFG. CO.

Taiwan

MARVEL & AB
LOGO

19 Oct
1987

441282

1 May 1989 Registered 92

MAB092-1

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ARMSTRONG- MARVEL
BLUM MFG. Taiwan SERIES 18
CO./COPYRIGHTS HACK SAWS M18000-1

22858 26 Jul 1983 Registered

ARMSTRONG- MARVEL
BLUM MFG. Taiwan SERIES 8
CO./COPYRIGHTS MARK I MS8000-1

22854 30 Apr 1983 Registered

ARMSTRONG- MARVEL
BLUM MFG. Taiwan SERIES 9 & 9A
CO./COPYRIGHTS HACK SAWS M99000-1

22856 27 Aug 1983 Registered

ARMSTRONG- MARVEL-PC 7632919 18 Jun
BLUM MFG. CO. Taiwan 1987 Registered 79 871013

441333 1 May 1989 Registered

ARMSTRONG- PARTS
BLUM MFG. Taiwan CATALOG-
CO./COPYRIGHTS MARVEL
SERIES 8 PCH000-1

22855 17 Sep 1983 Registered

United Kingdom

ARMSTRONG- United
BLUM MFG. CO. Kingdom MARVEL B1,194,764 26 Apr 1983 Registered 7 040420

B1,194,764 26 Apr 1983 Registered 7

ARMSTRONG- United
BLUM MFG. CO. Kingdom MARVEL &
DEVICE B1,194,765 26 Apr 1983 Registered 7 830821

B1,194,765 26 Apr 1983 Registered 7

ARMSTRONG- United
BLUM MFG. CO. Kingdom MARVEL
MARK B1,194,762 26 Apr 1983 Registered 7 830822

B1,194,762 26 Apr 1983 Registered 7

United States of America

ARMSTRONG- BLUM MFG. CO./COPYRIGHTS AMERICA	United States of America	A TECHNICAL GUIDE TO TOOLS	75/106,300	20 May 1996	2,181,114	11 Aug 1998	Registered	7	960726	✓
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS AMERICA	United States of America	AB Logo	75/106,300	20 May 1996	2,181,114	11 Aug 1998	Registered	7	960726	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	A TECHNICAL GUIDE TO TOOLS	74/540,261	20 Jun 1994	1,950,288	23 Jan 1996	Registered	9	940846	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	CUTTING EDGE	74/540,261	20 Jun 1994	1,950,288	23 Jan 1996	Registered	9	940846	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	EAGLE BEAK	73/727,307	9 May 1988	1,550,734	8 Aug 1989	Registered	7	EAG007-1	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	EAGLE BEAK PLUS	73/727,384	9 May 1988	1,550,735	8 Aug 1989	Registered	7	EAP007-1	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	FOREPEAT	74/399,769	9 Jun 1993			Pending	25	930684	
ARMSTRONG- BLUM MFG. CO.	United States of America	MARK II	750,783	8 Sep 1988	1,569,259	5 Dec 1989	Registered	23	881128	✓
ARMSTRONG- BLUM MFG. CO.	United States of America	MARVEL	212990	20 Apr	207685	5 Jan 1926	Registered	23	MRV023-1	✓

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1925

BLUM MFG. CO. States of
America

ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL - BLADE SELECTION GUIDE	1,468,214	3 Dec 1984	Registered	MVCCOP-1
ARMSTRONG- BLUM MFG. CO.	United States of America	MARVEL & AB LOGO	20 Jul 1977 1,094,999	4 Jul 1978	Registered	980800
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL COLBALT WELDED- EDGE	TX939-496	24 Feb 1982	Registered	MCW000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL HEAVY DUTY...HOLE SAWS	TX857-093	22 Feb 1982	Registered	MVL000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL HIGH SPEED...BAND SAW	TX895-810	24 Feb 1982	Registered	MHP000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL MIX TOOTH	TX893-493	24 Feb 1982	Registered	MMT000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 13A	TX913-954	22 Feb 1982	Registered	M13000-1

TRADE MARK

REEL: 002939 FRAME: 0590

ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 13A2 BAND SAW	TX1-209-737 19 Oct 1983 Registered	M13000-2
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 15, MODEL 7 BAND	TX1-209-795 19 Oct 1983 Registered	M15000-2
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 15- 15A4 HOR BAND	TX917-155 24 Feb 1982 Registered	M15000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 18 HACK SAWS	TX923-936 22 Feb 1982 Registered	M18000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 25 BAND SAW	TX1-205-805 11 Oct 1983 Registered	M25000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 6 & 9 HACK SAWS	TX985-822 22 Feb 1982 Registered	M69000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 8 MARK I	TX939-497 24 Feb 1982 Registered	MS8000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 8 MARK I...	TX867-960 30 Nov 1981 Registered	SMK000-1

TRADE MARK

ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 81 & 81A	TX1-247/328 12 Dec 1983 Registered	M80000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 81 & 81A PC	1,545,570 18 Mar 1985 Registered	MCOCOP-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 81 & 81A SAWS	TX981-643 22 Feb 1982 Registered	M81000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	MARVEL SERIES 9 & 9A HACK SAWS	TX917-384 22 Feb 1982 Registered	M99000-1
ARMSTRONG- BLUM MFG. CO.	United States of America	MARVEL-PC	20 Mar 1985 1,392,189 6 May 1986 Registered 9	MPC009-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	NEW SUPER 81/8 BAND SAW...	TX864-115 24 Feb 1982 Registered	SBS000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	OWNER'S OPERATING MANUAL-SER 8	TX934-790 6 Jul 1982 Registered	OOM000-1
ARMSTRONG- BLUM MFG. CO./COPYRIGHTS	United States of America	PARTS CATALOG- MARVEL SERIES 8	TX934-718 6 Jul 1982 Registered	PCM000-1

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ARMSTRONG- BLUM MFG. CO.	United States of America	PCII	74/540,267	20 Jun 1994	1,938,071	28 Nov 1995 Registered	9	940847
ARMSTRONG- BLUM MFG. CO.	United States of America	SPARTAN	71/108,495	16 Jan 1918	121,962	11 Jun 1918 Registered	23	981175
ARMSTRONG- BLUM MFG. CO.	United States of America	SPARTAN	75/025,104	22 Nov 1995	2200100	27 Oct 1998 Registered	7	951796
ARMSTRONG- BLUM MFG. CO.	United States of America	SPARTAN & Design	73/169,555	8 May 1978	1,130,687	12 Feb 1980 Registered	7, 8	993027
ARMSTRONG- BLUM MFG. CO.	United States of America	TOUCH-TECH 60	76/026939	17 Apr 2000	2,608,018	13 Aug 2002 Registered	7	993649

END OF REPORT

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REEL: 002939 FRAME: 0593

EXHIBIT D

Current Software Owned by Armstrong-Blum Mfg. Co.

PRODUCT	TRANSFERABLE	Notes
Schedule 3.20(f) Software		
AutoCAD products	Yes	By sale of company
All Computers With OEM Software installed	Yes	Licenses are with the pc
Microsoft Windows NT4 Embedded Toolkit	Yes	May need to sign new licensee agreement
Microsoft Windows NT4 Embedded Class2 Lic.	Yes	May need to sign new licensee agreement
Microsoft open license #13848296	Yes	
Microsoft open license #13301889	Yes	
Microsoft open license #15414413	Yes	
All Microsoft retail products	Yes	
Adobe Products, Acrobat, PageMaker, Photo Shop and Illustrator	Yes	
Quark 4.1	Yes	
IBM Lotus notes clients	Yes	Need to contact at time of sale
IBM Domino	Yes	
Trend micro Scan mail	Yes	Need to contact after sale.
Websense Enterprise	Yes	Need new company info.

One (1) license for Touch Tech (part number NT4-CLASS2-LIC)

Item	Lic. Copies	Used
Microsoft Windows 2000	13	13
Microsoft Windows XP Pro	7	5
Microsoft Windows 98	29	29
Microsoft Windows 95	3	3
Microsoft Office	42	39
AutoCad 2000 LT	6	5
AutoCad 2000 Mech	3	2
Microsoft Visual Basic 6.0	1	1
Microsoft Visual C++ 6.0	1	1
Microsoft Embedded Tool Kit NT 4.0	1	1
Windows Server 2000	3	2
Windows Server NT4	4	2
Symantec Anti-Virus Corp. 8.0	50	45
Microsoft Project 98	1	1
Act 6.0	1	1
IBM Lotus Notes 6.0 Client	100	72
Windows Server 2000 Cals.	57	45
WebSense Enterprise	50	45
Trend Micro Scan Mail	50	45
Wise Installation System Ver. 9	1	1
Adobe Acrobat 4.0	2	1
Adobe Acrobat 5.0	1	1
Lotus Smart Suite	1	1
Quark 4.1	1	1
Adobe Pagemaker	1	1
Adobe Photo Shop 6.0	1	1
Adobe Illustrator 9.0	1	1
DNC-Net by Port CNC	1	1
Virtual Gibbs CAM	2	2
ArServer2000	3	3
DiskKeeper 8.0	1	1
Drive Image 2002	1	1
Microsoft Front Page 2003	1	1
Microsoft Front Page 2000	2	0

TRADEMARK

REEL: 002939 FRAME: 0595

RECORDED: 09/17/2004