

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Michael McCluskey		01/23/2004	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Power Distributing LLC		
<b>Street Address:</b>	185 Industrial Drive		
<b>City:</b>	Elmhurst		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60126		
<b>Entity Type:</b>	limited liability company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2256761	SAN MIGUEL	
Registration Number:	2251219		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-357-1313		
<b>Email:</b>	mvallone@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP		
<b>Address Line 1:</b>	P.O. Box 2786		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2786		
<b>NAME OF SUBMITTER:</b>	Melissa A. Vallone		
<b>Signature:</b>	/mvallone/		
<b>Date:</b>	02/14/2005		

**CH \$65.00 2256761**

Total Attachments: 6

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of January 23, 2004 (this "Agreement"), is by and among MICHAEL MCCLUSKEY, an individual ("McCluskey") doing business as a sole proprietor under the trade names of "San Miguel Products" and "McCluskey Distributing" (hereinafter, "Sellers"), and POWER DISTRIBUTING, LLC, an Illinois limited liability company ( hereinafter, "Purchaser").

### RECITALS:

WHEREAS, Sellers desire to sell and Purchaser desires to purchase certain assets used by Sellers in the operation of the businesses conducted by Sellers as San Miguel Products and McCluskey Distributing (together, the "Business") pursuant to the terms and subject to the conditions of this Agreement; and

WHEREAS, Sellers and Purchaser are parties to that certain Letter Agreement dated as of December 8, 2003, pursuant to which Purchaser paid to Sellers the aggregate amount of \$50,000 (the "Deposit") to be credited against the Purchase Price (as defined in Section 1.5) in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

Section 1.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties of Sellers and Purchaser herein set forth, at the Closing (as defined in Section 2.1), Sellers shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers' right, title and interest, as of the Closing Date (as defined in Section 2.1), in and to the Assets. The Assets shall be conveyed free and clear of all liens, claims or encumbrances. For purposes of this Agreement, and subject to Section 1.2, the term "Assets" shall mean all of the goodwill, assets, properties and rights of Sellers used in or relating to the Business of every nature, kind and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Sellers, other than the Excluded Assets (as defined in Section 1.2), including, without limitation, the following:

- (a) all inventory;
- (b) all owned machinery, equipment, furniture and fixtures and similar property;
- (c) to the extent of Sellers' interests therein, all rights in and to the names or service marks "San Miguel Products", "McCluskey Distributing" and any derivatives or variations thereof;

(d) all intellectual property, including, without limitation, all rights, title and interest of Sellers in (i) that certain "San Miguel" mark registered with the United States Patent and Trademark Office (Registration No. 2,256,761) and (ii) that certain "Family Crest" mark registered with the United States Patent and Trademark Office (Registration No. 2,251,219)

## ARTICLE VII MISCELLANEOUS

### Section 7.1 Indemnification.

(a) Each Seller, jointly and severally, shall indemnify, protect, defend and hold Purchaser harmless from and against any and all loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorney's fees) ("Costs") which the Purchaser or any of its directors, officers, agents, employees, or stockholders may incur arising out of or attributable to (i) any Retained Liability or (ii) any breach by any Seller of any of its representations, warranties, covenants, or obligations set forth in this Agreement.

(b) Purchaser shall indemnify, protect, defend and hold Sellers harmless from and against any and all Costs which Sellers or any directors, officers, agents, employees, or stockholders of either San Miguel Products or McCluskey Distributing may incur arising out of or attributable to (i) any Retained Liability or (ii) any breach by Purchaser of any of its representations, warranties, covenants, or obligations set forth in this Agreement.

Section 7.2 Survival. The representations, warranties, indemnities, covenants and disclaimers made herein and the rights and obligations of the parties set forth herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 7.3 Cost and Expense. Each party will pay its own costs and expenses (including attorneys' fees and other professional fees and expenses) in connection with this Agreement and the consummation of the transactions contemplated hereby (except as otherwise specifically provided for herein).

Section 7.4 Entire Agreement. The Exhibits and other documents and instruments referenced in this Agreement are incorporated into this Agreement and together with this Agreement contain the entire agreement between the parties hereto with respect to the transactions contemplated hereunder, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

Section 7.5 Assignment; Binding Effect. The respective rights and obligations of Sellers shall not be assignable without the prior written consent of Purchaser. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 7.6 Savings Clause. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

Section 7.7 Headings. The captions of the various Articles and Sections of this Agreement have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Agreement.

Section 7.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CHOICE OF LAWS PRINCIPLES.

Section 7.9 Opportunity to Employ Counsel. Sellers acknowledge receipt of a copy of this Agreement well in advance of the date hereof and also acknowledge that they have had ample time and opportunity to employ counsel of their choice to provide advice concerning the terms and conditions of this Agreement.

Section 7.10 Interpretation. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provisions hereof.

Section 7.11 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person, overnight mail or sent by certified mail, postage prepaid, and properly addressed as follows:

To Purchaser:

Power Distributing, LLC  
926 Oaklawn Avenue  
Elmhurst, Illinois 60126  
Attention: Michael Romano  
Facsimile: 630-279-8119

To Sellers:

Peter John Wonais, Esq.  
Wonais & Wonais Ltd.  
910 W. Jackson Blvd., Suite 1-West  
Chicago, Illinois 60607

(b) Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 7.11 if delivered personally or sent by overnight mail, shall be effective upon delivery; and if delivered by mail, shall be effective three business days after deposit in the United States mail, postage prepaid.

Section 7.12 Counterparts. This Agreement may be executed (including, without limitation, by facsimile transmission) with counterpart signature pages or in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

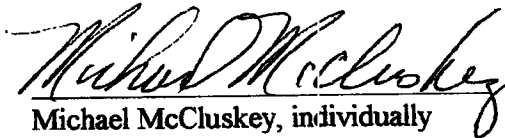
[signature page follows]

GENERAL ASSIGNMENT AND BILL OF SALE

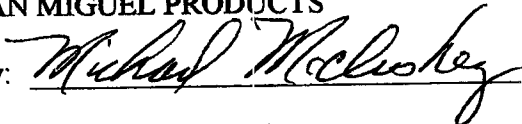
Know All by These Presents, that Michael McCluskey, an individual ("McCluskey") doing business as a sole proprietor under the names San Miguel Products and McCluskey Distributing (collectively, "Sellers"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for itself, its successors and assigns, hereby sells, transfers, conveys, assigns and delivers to Power Distributing, LLC, an Illinois limited liability company ("Purchaser"), its successors and assigns, all rights, title and interests in the Assets (as defined in that certain Asset Purchase Agreement, dated as of January 23, 2004, by and between Sellers and Purchaser (as amended, restated, supplemented or otherwise modified, the "Asset Purchase Agreement")), to have and to hold the same unto Purchaser and its successors and assigns forever.

Sellers agree that they will at any time and from time to time, at the written request of Purchaser, execute and deliver to Purchaser all other and further instruments necessary to vest in Purchaser all of the rights, title and interests of Sellers in or to the Assets free and clear of any and all liens, claims and encumbrances.

IN WITNESS WHEREOF, Sellers have executed this General Assignment and Bill of Sale this 23 day of January, 2004.

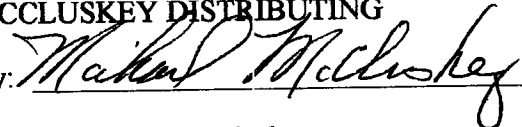
  
Michael McCluskey, individually

SAN MIGUEL PRODUCTS

By: 

Name: Michael McCluskey  
Title: Sole Proprietor

MCCLUSKEY DISTRIBUTING

By: 

Name: Michael McCluskey  
Title: Sole Proprietor

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IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed as of the date first above written.

PURCHASER:

POWER DISTRIBUTING, LLC

By: Michael Romano  
Name: Michael Romano  
Title: President

SELLERS:

Michael McCluskey  
Michael McCluskey, individually

SAN MIGUEL PRODUCTS

By: Michael McCluskey  
Name: Michael McCluskey  
Title: Sole Proprietor

MCCLUSKEY DISTRIBUTING

By: Michael McCluskey  
Name: Michael McCluskey  
Title: Sole Proprietor