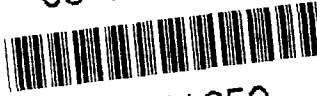


09-22-2004

140/90000

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-1100 (exp. 4/94)



ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102841659

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

9-20-04

1. Name of conveying party(ies)

INDUSTRIAL MACHINERY COMPANY

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

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

2. Name and address of receiving party(ies):

Name: AVDEL CHERRY TEXTRON INC.

Internal Address:

Street Address: 614 North Carolina Highway

200 South

City: Stanfield State: NC Zip: 28163

Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Securing Agreement
- Other
- Merger
- Change of Name

Execution Date: December 1, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

577,603 Issued: July 21, 1953
632,176 Issued: August 7, 1956

Additional numbers attached? Yes No

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

Name: RICHARD A. GIANGIORGI

Internal Address: TREXLER, BUSHNELL, GIANGIORGI & BLACKSTONE, LTD.
105 West Adams Street
Chicago, IL 60603

Street Address: same

City: State: Zip:

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41)..... \$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1495

(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.

Richard A. Giangiorgi
Name of Person Signing

Richard A. Giangiorgi
Signature

September 14, 2004
Date

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

8

09/21/2004 ECOOPER 00000102 577603

01 FC:8521
02 FC:8522

40.00 OP
550.00 OP

TREXLER, BUSHNELL, GIANGIORGI & BLACKSTONE, LTD. • 105 W. ADAMS ST. • CHICAGO, ILLINOIS 60603 • (312) 704-1890

Additional Registration Nos.

Registration No.

Issued

1,036,593	March 30, 1976
829,344	May 30, 1967
1,993,013	August 13, 1996
1,995,114	August 20, 1996
1,396,471	June 10, 1986
1,353,675	August 13, 1985
1,338,790	June 4, 1985
1,673,186	January 28, 1992
1,743,849	December 29, 1992
936,926	July 4, 1972
1,353,676	August 13, 1985
566,010	October 18, 1952
1,680,068	March 24, 1992
1,795,581	September 28, 1993
1,431,711	March 10, 1987
1,098,537	August 8, 1978
851,741	July 2, 1968
1,686,002	May 12, 1992
1,732,459	November 17, 1992
1,380,051	January 28, 1986
1,134,435	May 6, 1980

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 1st day of December, 2003 (the "Effective Date"), by and between Industrial Machinery Company, a Swiss corporation ("Seller"), and Avdel Cherry Textron Inc., a New York, U.S.A. corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns the trademarks listed on Exhibit A hereto, including any and all United States or state registrations issued, applications filed or common-law rights related to any of the foregoing, including the goodwill of the business symbolized by and associated with said marks and the registrations corresponding thereto, and any and all rights to obtain renewals or other legal protections pertaining thereto (the "Acquired Marks");

WHEREAS, Seller and Purchaser were party to a trademark license agreement dated April 1, 1962 as amended, which license has terminated in accordance with its terms, but has been continued by course of conduct of the parties; and

WHEREAS, Seller is desirous of selling and Purchaser is desirous of purchasing the Acquired Marks, including the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree as follows:

1. Sale and Purchase. Seller agrees to sell, transfer, convey and assign to Purchaser and Purchaser agrees to purchase from Seller the Acquired Marks, and any other United States trademarks it may own, free from all liens, charges and encumbrances, which conveyance includes the goodwill of the business symbolized by and associated with the trademarks and corresponding registrations listed on Exhibit A.

2. Consideration. The consideration for the sale shall be one hundred and ~~four thousand~~ ^{three} one hundred and twenty three Swiss francs (CHF 104,123).
103,123

3. Warranties of Seller. Seller warrants that:

- (a) It owns the exclusive right, title, and interest in the Acquired Marks;
- (b) The Acquired Marks are not subject to any lien, third party claim or security interest; and
- (c) Use of the Acquired Marks and the Additional Marks Rights does not infringe any rights of third parties.

4. Completion. Completion of the sale and purchase of the Acquired Marks shall take place as of the Effective Date.

5. Costs. Each party shall pay the costs, charges and expenses incurred by it in connection with the entering into and completion of this Agreement.

6. Further Assurances. Each party shall procure the convening of all meetings, the giving of all waivers and consents, the passing of all resolutions and the execution of all documents and shall otherwise exercise all powers and rights available to it in order to give effect to this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding its conflict of laws principles.

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

Industrial Machinery Company in Liq. Avdel Cherry Textron Inc.
The liquidator: Curator & Horwath AG

By: Olaf Ott / Kurt Wenk
Title: Partners of Curator&Horwath
Witness: _____

By: [Signature]
Title: FVP & General Counsel
Witness: _____

[Signature] [Signature]

TRADEMARK ASSIGNMENT

WHEREAS, Industrial Machinery Company, a Swiss corporation ("Assignor"), owns the trademarks listed on Exhibit A hereto, including any and all United States or state registrations issued, applications filed or common-law rights related to any of the foregoing, along with any and all rights to obtain renewals or other legal protections pertaining thereto (the "Marks"); and

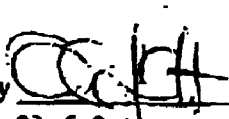
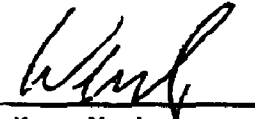
WHEREAS, Avdel Cherry Textron Inc., a New York, U.S.A. corporation ("Assignee"), is desirous of acquiring said Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and any other United States trademarks it may own, including the goodwill of the business symbolized by and associated with the trademarks and corresponding registrations.

IN WITNESS WHEREOF, the undersigned have caused this assignment to be duly executed and delivered as of the date set forth below.

Date: December 1, 2003

INDUSTRIAL MACHINERY COMPANY in Liq.
The liquidator: Curator & Horwath AG

By  
Olaf Ott Kurt Wenk

AVDEL CHERRY TEXTRON INC.

By 

EXHIBIT A

Mark	Registration #	Owner or assignee of record at USPTO	Docket
AVDEL	577,603	IMC	795
AVDEL	632,176	IMC	796
AVDELOK	1,036,593	IMC	797
AVEX	829,344	IMC	798
AVIBULB	1,993,013	IMC	806
AVINOX	1,995,114	IMC	808
AVMATIC	1,396,471	IMC	807
AVSAFE	1,244,151	IMC (Will be dropped as of 1/5/04)	935
AVSEAL	1,353,675	IMC	805
AVSERT	1,338,790	IMC	799
AVTAINER	1,673,186	IMC	803
AVTRONIC	1,743,849	IMC	801
BRIV	936,926	IMC	936
BULBEX	1,353,676	IMC	809
CHOBERT	566,010	IMC	800
HEMLOK	1,680,068	IMC	811
HEXSERT	1,795,581	IMC	804
MAXLOK	1,431,711	IMC	812
MBC	1,277,840	IMC	TAF 39
MONOBOLT	1,098,537	IMC	938
NUTSERT	851,741	IMC	802
RIVSCREW	1,686,002	IMC	813
STAVEX	1,732,459	IMC	814
SUPERSERT	1,380,051	IMC	810
TSN	1,134,435	IMC	793