

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VAN NORMAN EQUIPMENT CO., INC.

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 28, 1997

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: D & S MANUFACTURING, INC.

Internal Address: _____

Street Address: P.O. BOX 279

City: BLACK RIVER FALLS

State: WISCONSIN

Country: USA Zip: 54615

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,292,635

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: EDWARD L. BROWN, JR.

Internal Address: SUITE 1100

Street Address: 125 N. MARKET

City: WICHITA

State: KANSAS Zip: 67212

Phone Number: 316-263-6400

Fax Number: 316-263-6491

Email Address: elbrownjr@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

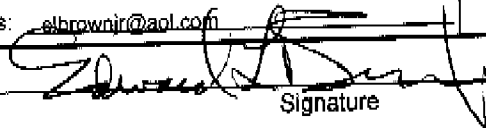
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

3/9/05
Date

EDWARD L. BROWN, JR.
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CP \$40.00 1292635

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") dated August 28th 1997 by and among D&S MFG., INC., a Wisconsin corporation ("Buyer") and VAN NORMAN EQUIPMENT CO., INC., a Minnesota Corporation ("Seller").

RECITALS

A. Seller has agreed to purchase the assets of the Winona Van Norman Division of Hein-Werner Corporation ("Division") which Division was engaged in the manufacture and sale of (i) machinery used in gas and diesel engine rebuilding and reconditioning and (ii) truck and automotive brake lathes and fly wheel grinders.

B. The Division business is carried on at a leased facility located at 4730 West Hwy. 61, Winona, Minnesota 55987 (the "Facility").

C. Cornelius E. Mieras is a principal shareholder of Seller and has served as President of Division since 1986.

D. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the gas and diesel engine rebuilding equipment business acquired from Division and substantially all of the property and assets related to said business as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

1. PURCHASE AND SALE OF ASSETS

1.1. Definition of "Business". As used herein, the term "Business" shall mean the gas and diesel engine rebuilding equipment business formerly conducted by Division excluding the truck and automotive brake lathe and fly wheel grinder portion thereof.

1.2. Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined) Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following assets of the Business owned by Seller and purchased from Hein-Werner Corporation (the "Purchased Assets"):

1.2.(a) Personal Property. All tooling, fixtures, jigs, patterns, molds, dies and other production assets dedicated to the manufacture and assembly of the products of the Business. Perishable tooling such as drills and cutting tools are not included.

1.2.(b) Inventory. All inventories of raw materials, work-in-process, component parts, goods in transit and finished goods of the Business owned by the Seller on the Closing Date, together with related packaging materials (collectively the "Inventory").

1.2.(c) Trade Rights. Any Trade Rights of the Business owned by the Seller and listed on Schedule 1.2(c). As used herein, the term "Trade Rights" shall mean and include: (i) all trademark rights, business identifiers, trade dress, service marks, trade names) and brand names, all registrations thereof and applications therefor and all goodwill associated with the foregoing; (ii) all copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; (iii) all patents and patent applications and all intellectual property rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property, and (vi) all claims for infringement or breach of any of the foregoing.

1.2.(d) Contracts. All the Seller's rights in, to and under all , purchase orders and sales orders (hereinafter "Contracts") of the Business. To the extent that any Contract for which assignment to Buyer is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Seller and Buyer agree to use their reasonable best efforts (without any requirement on the part of Seller to pay any money or agree to any change in the terms of any such Contract) to obtain the consent of such other party to the assignment of any such Contract to Buyer in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Seller agrees to cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits intended to be assigned to Buyer under the relevant Contract.

1.2.(e) Literature. All sales literature, promotional literature, catalogs and similar materials of the Business owned by the Seller.

1.2.(f) Records and Files. All records, files, invoices, customer lists, blueprints, specifications, designs, drawings, (both hard copy and electronic files), accounting records, business records, operating data and other data of the Business located at the Facility and owned by Seller.

1.2.(g) Prepaid Expenses. Prepaid expenses for the PRI show.

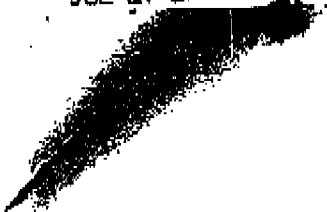
2. ASSUMPTION OF LIABILITIES

2.1. Liabilities to be Assumed. Buyer shall not assume nor be liable for any obligations of Seller or Division, except that Buyer agrees to assume the following:

2.1(a) Contractual Liabilities. Seller's Liabilities arising from and after the Closing Date under and pursuant to all purchase orders and sales orders of the Business as included in Exhibit A and as updated at closing.

2.1.(b) Product Liability. Any liability of Seller for claims made for injury to person or damage to property, for occurrences, after the Closing Date related to or resulting from any products of said Business which was manufactured, assembled, or sold by said Division.

JUL-27-2004 09:27



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

D&S MEG., INC.

By: [Signature]
Title: PRESIDENT

VAN NORMAN EQUIPMENT CO., INC.

By: [Signature]
Title: C.E.O.

ACKNOWLEDGEMENT

The undersigned does hereby agree to be bound by the provisions of paragraph 11, here of.

Dated August 28th, 1997.

[Signature]
Cornelius E. Micras

MARK

Winona Van
Norman FVN
and Design

GOODS

REG. NO.

REG. DATE

EXP. DATE

1292635

09/04/84

09/04/04

Business consulting services namely providing assistance in the establishment and/or operation of automotive equipment repair shops

Engine Head Pressure Testers Engine Part balancing machines & crack detector kits for ferrous metal parts comprising a magnet & container containing iron powder

Bore Boss Machines Brake Lathers Manual & Air-Over Hydraulic Presses Rotary Broach Machines Valve & Valve Seat Grinders Engine Head Surface Grinders Crank Shaft Grinders Glass Bead Cleaning Machines Shot Blasting cleaning machines, etc.

Engine Head Pressure Testers Engine Part Balancing Machines & Crack Detector Kits for ferrous metal parts comprising a magnet and container containing iron powder

Degreasing & Cleaning Tanks for Engine & Machine Parts Special Purpose Automotive Parts holders and cradles & benches for holding parts being worked on all made of metal