

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):
Turnmaster Corp.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: TJMM, Inc.
Internal _____
Address: _____
Street Address: 400 West Sample Street
City: South Bend
State: Indiana
Country: United States Zip: 46601

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Indiana
 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)

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

Execution Date(s) October 28, 1999

Assignment Merger
 Security Agreement Change of Name
 Other Agreement for Purchase of Business Assets

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) 0778721

Additional sheet(s) attached? Yes No

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

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

Name: Charles A. Crehore, Esq.
Internal Address: _____
Street Address: 1300 E. 9th Street, Suite 900
City: Cleveland
State: OH Zip: 44114
Phone Number: 216-931-6070
Fax Number: 216-931-6071
Email Address: ccrehore@ulmer.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 50-1884
Authorized User Name _____

9. Signature: Charles A. Crehore April 14, 2005
Signature Date

Charles A. Crehore
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$40.00 501884 0778721

JUL-27-2001 14:43

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AGREEMENT FOR PURCHASE OF BUSINESS ASSETS

THIS AGREEMENT entered into this the 28 day of October, 1999, by and between TIMM, Inc. (hereinafter collectively referred to as Buyers) and TURNMASTER CORPORATION, (hereinafter referred to as Seller).

WHEREAS, Norbert Toubes is the Chief Executive Officer of Turnmaster Corporation and a controlling shareholder of the Seller, and has obtained the necessary consents and approval of other shareholders to enter into this agreement.

WHEREAS, the Seller is presently the sole owner of a business known as SOUTH BEND LATHE CORPORATION, 400 West Sample Street, South Bend, Indiana, which manufactures, markets, and delivers Lathes and other machinery; and,

WHEREAS, John C. Derda and Ty A. Putrich are the only shareholders of TIMM, Inc.; and,

WHEREAS, the Buyers wish to purchase the assets of SOUTH BEND LATHE CORPORATION from the Seller; and,

WHEREAS, the Seller wishes to sell the assets of SOUTH BEND LATHE CORPORATION to the Buyers; and,

WHEREAS, the Seller has made available to Buyers all assets, records, documentation, and information requested by Buyers, and Buyers have had thirty (30) days within which to conduct any and all investigation, evaluation, and appraisal of said assets of SOUTH BEND LATHE CORPORATION; and,

WHEREAS, Buyers have successfully and satisfactorily completed Buyers' due diligence examination of Seller's books, records, financial and operating data; and,

WHEREAS, the Seller makes no representations or warranties, express or implied, concerning the merchantability, fitness, use, condition, or value of the assets of SOUTH BEND LATHE CORPORATION, except warranties of title, and Seller certifies that the information provided by Seller in its records, documentation and other sources of information is correct and accurate; and

WHEREAS, Buyers agree to accept the assets of SOUTH BEND LATHE CORPORATION "as is" and "where is"; and,

WHEREAS, the Buyer understands that the business of SOUTH BEND LATHE CORPORATION utilizes union employees and that the employees' union contract is up for

JUL-27-2001 14:43

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219 234 3141 P.04

renewal.

NOW THEREFORE, in consideration of the above representations and mutual undertakings and agreements of the parties hereto, it is now agreed as follows:

1. **SALE AND TRANSFER OF ASSETS.** The Seller hereby agrees that it will sell, transfer and convey to the Buyers all of its existing interest in the assets of **SOUTH BEND LATHE CORPORATION**, including but not limited to all manufacturing and office machinery, equipment, tools, office furniture, computers, licensed software, accounts receivable, deposits and prepaid expenses, telephone numbers, names, trademarks, trade names, trade secrets, patents, and all other intellectual property, customer lists, marketing information and programs, and all other assets, tangible and intangible, wherever located, and relating to or otherwise used in the business of **SOUTH BEND LATHE CORPORATION**. Assets to be transferred include all equipment that is not part of the building, all overhead cranes, and the trade names specifically include, but are not limited to, **SOUTH BEND LATHE** and its variations, **Johnson Press**, **Deka Drill**, **Dynablast**, **Tumado Lathes**, **Magnaturn Lathes**, and **Rubber Roll Grinders**. The overhead cranes listed in Exhibit A, attached and incorporated in this Agreement, shall be maintained and kept on the premises at 400 West Sample Street, South Bend, Indiana by Buyers through the course of the Buyers' lease of the manufacturing premises. If the Buyers wish to move the cranes from the premises, Seller or Norbert Toubes shall have an option to purchase the overhead cranes at a total purchase price of \$25,000. This option shall expire six (6) years after the execution of the Lease agreement contemplated in paragraph 15, below.

2. **CONSIDERATION FOR SALE OF ASSETS.** Subject to the terms and conditions of this Agreement and in consideration of such sale, covenants and transfer, the Buyers hereby agree to pay to the Seller a Purchase Price in the sum of Three Million One Hundred Thousand Dollars (\$3,100,000.00), to be paid as follows: \$2,920,000.00 at closing by certified check or wire transfer, with the remaining \$180,000.00 to be paid in equal installments over 36 months commencing first day of the first month after the closing date. This remaining payment shall be secured by a stand-by letter of credit held in escrow by Bank One of Indiana, N.A. The Purchase Price will be adjusted in the event either the assumed liabilities and/or cash assets vary by at least One Hundred Thousand Dollars (\$100,000.00) from the April 30, 1999 financial statement of **SOUTH BEND LATHE CORPORATION** as of the closing date (The assumed liabilities as of April 30, 1999, being One Million Seven Hundred Seventy One Thousand Dollars (\$1,771,000.00) and the cash assets as of April 30, 1999 being Four Million Six Hundred Forty Six Thousand Dollars (\$4,646,000.00).

3. **LIABILITIES ASSUMED.** Seller agrees that Buyers do not assume any liabilities of Seller, including but not limited to federal and state tax liabilities, shareholder obligations, and notes payable (except in relation to outstanding letters of credit, and then, only to the extent that specific letters of credit are assumed by **TIMM, Inc.** This is not intended to apply to any other outstanding letters of credit).

JUL-27-2001 14:43

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219 234 3141 P.05

4. **CLOSING.** The closing of this transaction shall take place on or before 5:00 P.M. on November 2, 1999, at the office of Shawn P. Ryan, 400 Plaza Building, 210 South Michigan Street, South Bend, Indiana, 46601.

5. **SUPPLEMENTAL AGREEMENTS.** Pursuant to this supplemental agreement, it is hereby understood and agreed that for a period of three (3) years following the closing date, neither Seller nor Norbert Toubes shall, directly or indirectly, manufacture, market or deliver lathes or other machinery in direct competition with Buyers. Further, neither Seller nor Norbert Toubes shall solicit to the detriment of Buyer any vendors, employees, customers or any other persons having a business or contractual relationship with SOUTH BEND LATHE CORPORATION, or TIMM, Inc. The Buyers understand and acknowledge that Norbert Toubes started to build and sell machine tools in 1964; that Norbert's daughter, Vivian, owns Republic Machinery Company; that Republic Machinery Company manufactures and sells machine tools; and that Norbert Toubes is owed money by, owns stock in and otherwise has an interest in Republic Machinery Company. It is further understood and agreed that Seller and Norbert Toubes shall respect the Trade Names purchased by Buyers from TURNMASTER CORPORATION, and both Seller and Norbert Toubes understand that they are bound by the restrictive covenants contained in this agreement.

6. **USE OF NAME AND GOODWILL.** It is agreed by and between the Seller and Buyers that the name, goodwill, and associated Trade Names of SOUTH BEND LATHE CORPORATION shall be transferred and accrue to the benefit of the Buyers.

7. **TAXES.** The Seller agrees to pay all personal and property taxes incurred and payable up to the date of closing. Seller shall pay it's prorated share of 1998, payable in 1999 property taxes based upon the closing date.

8. **CONDUCT OF BUSINESS.** The Seller will conduct business up to the date of closing in the normal and regular manner and make use of the assets described herein in the ordinary course of business up to and including the date of closing.

9. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement for Purchase of Business Assets contains the entire understanding of the parties and may be amended only by a written instrument executed by the Seller and the Buyers. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein. Both parties hereby represent and warrant that they have been represented by respective Counsel of their choice prior to the execution of this agreement. The section and paragraph headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

10. **PARTIES IN INTEREST.** This Agreement shall inure to the benefit of and be binding upon the Seller, Buyers and their respective successors and assigns.

JUL-27-2001 14:44

NEMETH FEENEY & MASTERS

219 234 3141 P.06

11. **SPECIFIC PERFORMANCE AND REMEDIES AT LAW.** In the event of a breach of any condition contained herein, either party shall have the right to enforce this contract by way of specific performance or any other alternative provided for by law. The prevailing party shall have the right to have and recover the costs of any such action, including but not limited to attorneys fees or any other reasonably necessary cost attendant to such action.

12. **CONSENT TO ASSIGNMENT OF ASSETS TO CORPORATE ENTITY.** The Seller herein consent to the transfer of the assets or any portion of them described herein, to any Indiana Corporate entity designated by the Buyers.

13. **INDEMNITY CLAUSE.**

a. Seller shall indemnify and hold Buyers harmless from and against all damages, claims and liabilities including attorneys fees arising from or connected with the breach of any of Sellers' representations or warranties contained in this agreement, and from and against all acts or omissions of Seller, its employees, officers, directors, agents, servants, heirs, beneficiaries, successors or assigns only in connection with the operation of SOUTH BEND LATHE CORPORATION prior to the date of closing. Parties to this agreement waive the requirements of the Bulk Sales Act, of the State of Indiana, and agree that Sellers shall indemnify and hold Buyers harmless from all damages, claims and liabilities including attorney fees arising from or connected with Seller's obligations under Bulk Sales Laws - This does not apply to any liabilities specifically assumed by Buyer.

b. Buyers shall indemnify and hold Seller harmless from and against all damages, claims and liabilities including attorneys fees arising from or connected with the breach of any of Buyers' representations or warranties contained in this agreement, and from and against all acts or omissions of Buyers, their, employees, officers, directors, agents, servants, heirs, beneficiaries, successors or assigns only in connection with the use of the assets of SOUTH BEND LATHE CORPORATION on and after the date of closing.

14. **THIRD-PARTY CLAIMS AGAINST SELLER.** Buyers agree to cooperate with Seller in all respects in Seller's defense of any and all claims asserted against it or for which it is responsible pursuant to Paragraph 13 herein.

15. **LEASE.** Buyers have agreed to lease from Seller all of the premises located at 400 West Sample Street, South Bend, Indiana owned by Seller, including real estate designated as key number 18-8021-084906 by the St. Joseph County Assessor, as legally described in Exhibit B, for a period of five (5) years with an option to purchase during the first 30 months. At the closing, Buyers shall execute and deliver to the Seller a lease of the premises, and this transaction is conditioned on execution of the lease.

16. **APPLICABLE LAW.** This agreement shall be construed in accordance with the laws of the State of Indiana. St. Joseph Superior Court shall be the exclusive venue and shall

JUL-27-2001 14:44

NEMETH FEENEY & MASTERS

219 234 3141 P.07

have jurisdiction over any case arising from this agreement. If any dispute arises among the parties concerning the interpretation of this agreement and other documents concerning the reaction contemplated by it, including, but not limited to, any lease agreements, this purchase agreement shall override any conflicting terms and any other agreements, and shall govern the terms of the transaction.

17. **COMPLIANCE WITH LAWS.** At all times prior to the closing date, Seller has complied with all laws, orders, regulations, rules, decrees and ordinances affecting to any extent or in any manner any aspects of the business or the purchased assets.

18. **TRANSACTION EXPENSES.** Each party shall be responsible for the payment of its own expenses incurred in connection with this transaction.

19. **NOTICE.** Any notice due pursuant to this agreement shall be in writing and by registered or certified mail or personal delivery to the following:

Seller: Don Blackmond, Jr.
Doran • Blackmond, LLP
211 West Washington Street, Suite 1700
South Bend, IN 46601

Buyers: Shawn Ryan
Attorney at Law
400 Plaza Building
210 South Michigan Street
South Bend, IN 46601

20. **COUNTERPARTS.** This agreement may be executed in multiple counterparts with the same effect as if each signature on each counterpart were on the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal upon this instrument as of the date first written in South Bend, Indiana.

