

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Products Holdings Corp		12/29/2004	CORPORATION: DELAWARE
Ace Products, Inc.		12/29/2004	CORPORATION: WISCONSIN
Ace Products Holdings Corp. II		12/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ace Products, LLC
Street Address:	613 W. Broadway
City:	Newport
State/Country:	TENNESSEE
Postal Code:	37821
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1792368	ACE-TUF
Registration Number:	985352	ACE WHEEL PRODUCTS
Registration Number:	998647	A
Registration Number:	1393962	HUSKY XL

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-8607
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Joan L. Long
 Address Line 1: 71 South Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$115.00 1792368

NAME OF SUBMITTER:	Joan L. Long
Signature:	/Joan L. Long/
Date:	07/05/2005

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

by and among

ACE PRODUCTS, LLC

and

ACE PRODUCTS HOLDINGS CORP.,

ACE PRODUCTS HOLDINGS CORP. II

and

ACE PRODUCTS INC.

Dated as of December 29, 2004

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of December 29, 2004, is made by and among Ace Products Holdings Corp., a Delaware corporation, Ace Products Holdings Corp. II, a Delaware corporation (collectively, and jointly and severally, "Parent"), Ace Products, Inc., a Wisconsin corporation ("Seller"), and Ace Products, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller manufactures semi-pneumatic, solid rubber tires and wheels, plastic wheels, plastic hub and plastic wheel assemblies, fabric bonded hosing and a variety of specialty rubber products (collectively, "Products") for application in the Lawn and Garden, Agricultural, Industrial Material Handling markets, for sale to original equipment manufacturers and distributors (the "Business");

B. Purchaser desires to purchase from Seller, and Seller desires to sell, convey, assign and transfer to Purchaser, the Transferred Assets (hereinafter defined), and in connection therewith, Purchaser desires to assume certain specified obligations and liabilities of Seller relating thereto, all in the manner and subject to the terms and conditions set forth herein (the "Transaction");

AGREEMENT

In consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto, subject to the terms and conditions contained herein, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following terms, as used in this Agreement, shall have the following meanings:

"Accounts Receivable" shall mean all accounts receivable, notes receivable, trade receivables and other rights to payment .

"Acquisition Documents" shall mean, collectively, this Agreement, the Bill of Sale, the Assignment and Assumption Agreement and all agreements, instruments, certificates and other documents executed and delivered in connection herewith or contemplated hereby.

"Action" shall mean any claim, charge, dispute, demand or cause of action asserted in any arbitration, litigation, adversary proceeding, mediation, suit, investigation or other proceeding and any appeal therefrom.

"Affected Employees" have the meaning ascribed to such term in Section 2.5 hereof.

“Governmental Authority” shall mean any foreign, federal, state, local or other governmental, administrative or regulatory authority, body, agency, court, tribunal or similar entity or body.

“Intellectual Property” shall mean all of the following that relate to the operation of the Business: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all United States and foreign patents of any description, and applications therefor, utility models and utility model applications (whether owned or licensed), including any continuations, continuations-in-part, reissues, registrations, additions or extensions thereof; (b) United States (federal and state) and foreign trademarks (and goodwill associated therewith) and other trade names, service marks, logos, labels, trade dress, advertising and package designs, and other trade rights, whether or not registered and all applications therefor; (c) United States and foreign copyrights, whether or not registered and all applications therefor (including copyrights in computer software and computer software documentation, source code and systems documentation), and websites; and (d) know-how, trade secrets, business leads, price lists, customer lists, research and results thereof, technology, techniques, data, methods, processes, instructions, drawings and specifications, inventions, discoveries, improvements, designs, processes, formulae, recipes, shop rights and license agreements and other agreements of every kind and character relating to the Business, and all claims and causes of action relating to any of the foregoing.

“Inventory” shall mean all inventory (including, without limitation, spare part and replacement inventory) held for sale or other use in the Business.

“Knowledge” shall mean (a) with respect to Seller, the actual knowledge (without imputed knowledge) of any of Hugh Hardman, Gregory DeSilvio, Jeff Ruege and Brian Esher and, solely with respect to Section 4.12, Earl Schultz, Donna Giles, Don Estok and Richard East and (b) with respect to Purchaser, the actual knowledge (without imputed knowledge) of Anthony Navitsky.

“Law” shall mean any law, statute, rule, regulation, ordinance, standard, requirement, administrative ruling, order or process promulgated by any Governmental Authority as in effect from time to time (including, without limitation, any zoning or land use law or ordinance, building code or occupational health and safety law or regulation and any court, administrative agency or arbitrator’s order or process).

“Lease” shall have the meaning ascribed to such term in Section 4.9.

“Leased Real Estate” shall have the meaning ascribed to such term in Section 4.9.

“Liability” shall mean any debt, liability, commitment, cost, expense (including, without limitation, reasonable attorneys fees) and guaranty, warranty or obligation of any nature whatsoever.

“Lien” shall include, without limitation, any lien, pledge, mortgage, security interest, charge, easement, right of way, covenant, claim, restriction, right, option, conditional sale or other title retention agreement, or encumbrance of any kind or nature.

Section 1.2 Additional Definitions. In addition to the foregoing defined terms, other capitalized terms appearing in this Agreement shall have the respective meanings ascribed to such terms where they first appear in the text of this Agreement.

Section 1.3 Headings. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof or define, limit or otherwise affect the meaning of any of the terms or provisions hereof.

Section 1.4 Schedules. Unless the context otherwise requires, all capitalized terms used in the Schedules shall have the respective meanings assigned in this Agreement. No reference to or disclosure of any item or other matter in the Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Schedules. Any information, item or other disclosure set forth in any Schedule shall be deemed to have been set forth in all other applicable Schedules if the relevance of such disclosure to such other Schedules is reasonably apparent from the facts specified in such disclosure. No specific representation, warranty or covenant contained herein shall limit the generality or applicability of a more general representation, warranty or covenant contained herein. The parties acknowledge that each of them and their respective counsel have reviewed and revised this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied.

Section 1.5 References to Articles, Etc. All references herein to Articles, Sections, Exhibits and Schedules shall be to Articles and Sections of and Exhibits and Schedules to this Agreement.

Section 1.6 References to "Herein," Etc. As used in this Agreement, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this Agreement as a whole, and not to any particular section, provision or subdivision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF THE ASSETS; PURCHASE PRICE

Section 2.1 Purchase and Sale of the Assets. Subject to the terms and conditions of this Agreement, at and as of the Effective Time, Seller shall Transfer to (or cause to be Transferred to) Purchaser, and Purchaser shall purchase, accept and receive from Seller, all of Seller's right, title and interest in and to all assets held for use or used in connection with the operation of the Business, free and clear of all Liens (except Permitted Exceptions), other than any Excluded Assets, including the following (collectively, the "Transferred Assets"):

- (a) the Equipment and Other Personalty;
- (b) the Intellectual Property;
- (c) all Inventory related to the operation of the Business;

Business to which Seller and/or the Business are bound: (i) all written contracts with the customers listed on Schedule 4.14; (ii) all written contracts with material suppliers (meaning each supplier from whom Seller purchased \$250,000 or more in goods or services during six (6) months); (iii) all leases for real property; and (iv) all leases for personal property that are material to the operation of the Business.

There is not as of the date hereof, and will not be as of the Closing Date, any material default under any of the Designated Contracts on the part of Seller or, to the Knowledge of Seller, any other party to the Designated Contracts, nor has Seller received written notice of an uncured default, under any of the Designated Contracts from any other party to the Designated Contracts. No event has occurred that, with the giving of notice or the lapse of time, or both, could constitute a material default as of the date hereof, or as of the Closing Date, on the part of Seller under any of the Designated Contracts nor, to the Knowledge of Seller, has any event occurred which with the giving of notice or the lapse of time, or both, could constitute a material default as of the date hereof, or as of the Closing Date, on the part of any other party to any of the Designated Contracts.

Section 4.11 Intellectual Property. Schedule 4.11 of this Agreement contains a true and complete list of all patents, trademarks and material copyrights used in the Business and in which Seller claims an ownership interest. Except as disclosed on Schedule 4.11, (x) Seller is the owner of all right, title and interest in and to each item of Intellectual Property set forth on Schedule 4.11, and/or has the valid right to use such Intellectual Property, (y) except for Intellectual Property excluded from the Transferred Assets pursuant to Section 2.7, all rights, titles and interests in the Intellectual Property and will be acquired, free and clear of all Liens (except the Permitted Exceptions), and (z) Seller's use of such Intellectual Property as listed on Schedule 4.11 does not infringe the rights of any Person.

Section 4.12 Environmental Matters. Except as disclosed on Schedule 4.12 attached hereto and for the matters identified in the Environmental Reports: (a) Seller has obtained all material Environmental Permits required for the operation of the Business or the Transferred Assets and such Environmental Permits are in full force and effect; (b) neither Seller nor, to the knowledge of Seller and Parent, any other Person has stored or used any pollutants, contaminants or hazardous or toxic wastes, substances or materials, other than in accordance in all material respects with Environmental Laws, on or at the Real Property; (c) Seller has not received written notice from any Person advising that any of the Real Property or Transferred Assets or the operation of the Business violates any Environmental Law or any Environmental Permit or that Seller is responsible (or potentially responsible) for the cleanup of any pollutants, contaminants or hazardous or toxic wastes, substances or materials at, on or beneath the Real Property or at, on or beneath any other property (except for matters described in this clause (c) which have been corrected) or with respect to any other property; (d) neither Seller nor, to the knowledge of Seller and Parent, any other Person has buried, dumped, disposed, spilled or released, in violation of Environmental Laws, any pollutants, contaminants or hazardous or toxic wastes, substances or materials on, beneath or about any Real Property or any property adjacent thereto or, with respect to Seller only, any other property; (e) to the knowledge of Seller and Parent, no underground storage tanks are or have been on, at or under the Real Property during the period in which Seller or any Affiliate has occupied such property and, to the knowledge of Seller and

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

SELLER

ACE PRODUCTS, INC.

By: _____

Name: *WILLIARD HADMAN*

Title: *V.P. FINANCE*

PARENT

ACE PRODUCTS HOLDINGS CORP.

By: _____

Name:

Title

ACE PRODUCTS HOLDINGS CORP. II

By: _____

Name:

Title:

PURCHASER

ACE PRODUCTS, LLC

By: _____

Name:

Title:

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

SELLER

ACE PRODUCTS, INC.

By: _____
Name:
Title

PARENT
ACE PRODUCTS HOLDINGS CORP.

By: _____
Name: *Heidi Barkman*
Title: *V.P. Finance*

ACE PRODUCTS HOLDINGS CORP. II

By: _____
Name: *Heidi Barkman*
Title: *V.P. Finance*

PURCHASER

ACE PRODUCTS, LLC

By: _____
Name:
Title:

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

SELLER

ACE PRODUCTS, INC.

By: _____
Name:
Title

PARENT

ACE PRODUCTS HOLDINGS CORP.

By: _____
Name:
Title

ACE PRODUCTS HOLDINGS CORP. II

By: _____
Name:
Title:

PURCHASER

ACE PRODUCTS, LLC

By: _____
Name: Anthony Navitsky
Title: Vice President and Treasurer

Schedule 4.11

Intellectual Property

Trademark

Trademark	Registration Number/Filing Date	Filing Agency	Expires	Notes
ACE-TUF	1,792,368/ September 14, 1993	United States Patent Office	September 14, 2003 (application for renewal filed August 2003)	[Trademark has been renewed. Seller will provide renewal information.]
Ace with Stylized A	985,352/ June 4, 1974	United States Patent Office	June 4, 2004	[Trademark has been renewed. Seller will provide renewal information.]
Wheel & Fender Design	998,647/ November 19, 1974	United States Patent Office	November 19, 2004	[Trademark has been renewed. Seller will provide renewal information.]
Husky XL	1,393,962 May 20, 1986	United States Patent Office	May 20, 2006	None
Ace with Stylized A – France	1,258,981/ January 30, 1984	French Patent Office	January 30, 2004	Trademark is owned by Seller, but is registered under the name Ace Products, Inc., a Delaware corporation. [Seller is checking into status of trademark.]
Wheel and Fender Design – United Kingdom	1,120,142/ September 5, 1979	United Kingdom Patent Office	September 15, 2004	Trademark is owned by Seller, but is registered

United Kingdom				under the name Ace Products, Inc., a Delaware corporation. [Seller is checking into status of trademark.]
Ace with Stylized A – United Kingdom	1,120,143/ September 5, 1979	United Kingdom Patent Office	September 15, 2004	Trademark is owned by Seller, but is registered under the name Ace Products, Inc., a Delaware corporation. [Seller is checking into status of trademark.]
Ace Design – Sweden	172,253/ May 30, 1980	Swedish Patent Office	May 30, 2000	Trademark is owned by Seller, but is registered under the name Ace Products, Inc., a Delaware corporation. [Seller is checking into status of trademark.]

Patents

Patent	Registration Number/Filing Date	Filing Agency	Expires	Notes
Nylon Steel Agricultural Wheel	5,533,793/ July 9, 1996	United States Patent Office	March 17, 2015	Patent expired because Seller did not pay the maintenance fee in a timely manner. Seller sought

				<p>reinstatement under the "unavoidable" delay provisions, but such reinstatement was denied. Denied. At the suggestion of the Patent Office, Seller is currently re-filing under the "unintentional" delay provisions. Seller expects to have the patent reinstated some time during the first quarter of 2005.</p>
<p>Tire/Wheel Assembly and Process for Manufacturing</p>	<p>U.S. Provisional Patent Application Serial 60/583,849</p>	<p>United States Patent Office</p>	<p>n/a</p>	<p>Provisional Patent Application expires April 28, 2005. Seller has until that date to decide whether to continue with the formal application process.</p>