

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee previously recorded on Reel 002514 Frame 0494. Assignor(s) hereby confirms the Assigns the Entire Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triple A Specialty Co.		04/30/2002	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	KEM Manufacturing Company, Inc.
Street Address:	18-35 River Road
City:	Fair Lawn
State/Country:	NEW JERSEY
Postal Code:	07410
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0836627	MSW
Registration Number:	1361450	MSW SPYDERS MAGNETIC SUPPRESSION WIRE
Registration Number:	1376938	SILVER BEAUTY
Registration Number:	1487473	POWER TECH
Registration Number:	1489158	A

CORRESPONDENCE DATA

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973 622 4444
 Email: mboyce@mccarter.com
 Correspondent Name: McCarter & English, LLP-Joseph Agostino
 Address Line 1: 100 Mulberry Street
 Address Line 2: Four Gateway Center
 Address Line 4: Newark, NEW JERSEY 07102

CH \$140.00 0836627

NAME OF SUBMITTER:	Joseph Agostino
Signature:	/Joseph Agostino/
Date:	08/24/2005

Total Attachments: 32

source=KEM Manufacturing#page1.tif
source=KEM Manufacturing#page2.tif
source=KEM Manufacturing#page3.tif
source=KEM Manufacturing#page4.tif
source=KEM Manufacturing#page5.tif
source=KEM Manufacturing#page6.tif
source=KEM Manufacturing#page7.tif
source=KEM Manufacturing#page8.tif
source=KEM Manufacturing#page9.tif
source=KEM Manufacturing#page10.tif
source=KEM Manufacturing#page11.tif
source=KEM Manufacturing#page12.tif
source=KEM Manufacturing#page13.tif
source=KEM Manufacturing#page14.tif
source=KEM Manufacturing#page15.tif
source=KEM Manufacturing#page16.tif
source=KEM Manufacturing#page17.tif
source=KEM Manufacturing#page18.tif
source=KEM Manufacturing#page19.tif
source=KEM Manufacturing#page20.tif
source=KEM Manufacturing#page21.tif
source=KEM Manufacturing#page22.tif
source=KEM Manufacturing#page23.tif
source=KEM Manufacturing#page24.tif
source=KEM Manufacturing#page25.tif
source=KEM Manufacturing#page26.tif
source=KEM Manufacturing#page27.tif
source=KEM Manufacturing#page28.tif
source=KEM Manufacturing#page29.tif
source=KEM Manufacturing#page30.tif
source=KEM Manufacturing#page31.tif
source=KEM Manufacturing#page32.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 30, 2002 (this "Assignment"), is between TRIPLE A SPECIALTY CO., an Illinois corporation ("Assignor"), and KEM MANUFACTURING COMPANY, INC., a New Jersey corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Inventory Purchase Agreement dated this date (the "Inventory Purchase Agreement"), relating to the purchase and sale of certain assets of Seller. All terms used herein and not otherwise defined shall have meanings given to them in the Inventory Purchase Agreement.

B. This Assignment is executed and delivered pursuant to the Inventory Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Acquired Intellectual Property to Assignee.

2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Acquired Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Acquired Intellectual Property, as well as all other claims and rights to damages associated with the Acquired Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Acquired Intellectual Property.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Acquired Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Acquired Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Acquired Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Acquired Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any

right, title or interest in the Acquired Intellectual Property. Assignor acknowledges and agrees that the Acquired Intellectual Property constitutes the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Acquired Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

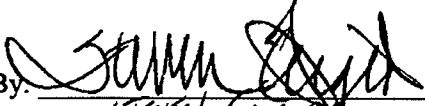
8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

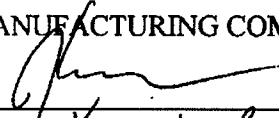
ASSIGNOR:

TRIPLE A SPECIALTY CO.

By: 
Name: STEVEN FELICE
Title: VP

ASSIGNEE:

KEM MANUFACTURING COMPANY, INC.

By: 
Name: Kenneth Brown
Title: VP + Treasurer

INVENTORY PURCHASE AGREEMENT

THIS INVENTORY PURCHASE AGREEMENT is entered as of April 30, 2002, by and among KEM MANUFACTURING COMPANY, INC., a New Jersey corporation ("Purchaser"), and TRIPLE A SPECIALTY CO., an Illinois corporation ("Seller"). Purchaser and Seller are referred to collectively herein as the "Parties".

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser all of the Acquired Assets (as herein defined), and Purchaser desires to assume from Seller, and Seller desires to assign to Purchaser, all of the Assumed Contracts (as herein defined), all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual warranties, representations, covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS

"Acquired Assets" has the meaning given to such term in Section 2.1.

"Acquired Intellectual Property" has the meaning given to such term in Section 2.1(d).

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Assumed Contracts" has the meaning set forth in Section 2.2.

"Business" means Seller's wire and cable manufacturing and distribution business division, which is presently operating as "Triple A Specialty", as it is presently conducted.

"Cash" means cash and cash equivalents (including marketable securities and short term investments).

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth Section 4.1.

"Closing Date Statement" has the meaning set forth in Section 3.1.

"Confidential Information" means any information concerning the businesses and affairs of the Seller and its Subsidiaries that is not already generally available to the public.

"Employee Benefit Plan" means any (a) nonqualified deferred compensation or retirement plan or arrangement, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan), or

(d) Employee Welfare Benefit Plan or material fringe benefit or other retirement, bonus, or incentive plan or program.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA Section 3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA Section 3(1).

"Escrow Agreement" has the meaning set forth Section 3.2(b).

"Environmental, Health, and Safety Requirements" shall mean all federal, state, local and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is treated as a single employer with Seller for purposes of Code Section 414.

"Excluded Assets" has the meaning set forth in Section 2.3.

"Financial Reports" has the meaning set forth in Section 5.7.

"Income Tax" means any federal, state, local, or foreign income tax, including any interest, penalty, or addition thereto, whether disputed or not.

"Income Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Income Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical

data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

"Interchangeable Parts" means inventories that are "interchangeable parts" (parts that, although may have a different manufacturer and/or model number than similar parts in Purchaser's inventory, are exact engineering duplicates, including, but not limited to, design, dimension, fit, function, quality, appearance and color).

"Inventory Value" has the meaning set forth in Section 3.1.

"Knowledge" means actual knowledge after reasonable investigation, and, when used in connection with an entity, refers to the Knowledge of the officers and directors of such entity.

"Losses" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"Material Adverse Effect" means a material adverse effect on the business, financial condition, operations, results of operations, or future prospects of the Seller or on the ability of the Parties to consummate the transactions contemplated by this Agreement.

"Non-Conforming Wire Core Inventory" has the meaning set forth in Section 7.7.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Purchaser" has the meaning set forth in the preface above.

"Purchase Price" has the meaning set forth in Section 3.2.

"Purchased Inventory" has the meaning set forth in Section 2.1(b).

"Related Agreement" shall mean any agreement that is or is to be entered into at the Closing or otherwise pursuant to this Agreement. The Related Agreements executed by a specified Person shall be referred to as "such Person's Related Agreements," "its Related Agreements" or another similar expression.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than (a) mechanic's, materialmen's, and similar liens, (b) liens for taxes not yet due and payable, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"Stock Lift Costs" has the meaning set forth in Section 3.1(a).

"Subsidiary" means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Seller" has the meaning set forth in the preface.

"Useable Interchangeable Parts" means Interchangeable Parts that Purchaser will be reasonably likely to use in the six months following the Closing Date in its business. Purchaser will determine which Interchangeable Parts are Useable Interchangeable Parts, in good faith on the Closing Date, taking into account, among other things, Purchaser's then current inventory and outstanding purchase orders of the same or a similar part, and will attach a listing of the Useable Interchangeable Parts as Schedule 2.1(c), which will be provided to Seller at least one day prior to the Closing Date and will be acceptable to Seller in good faith.

"Useable Interchangeable Parts Value" has the meaning set forth in Section 3.1(a).

ARTICLE II PURCHASE AND SALE

2.1 Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to the Purchaser, all of the Seller's right, title, and interest in and to all of the assets of the Seller that are used primarily in the Business (other than the Excluded Assets) at the Closing, including, but not limited to, the following:

(a) Tangible Personal Property. All tangible personal property (including all tooling required for core crimp, computers, machinery, equipment required to produce, perform and package the current product line of the Business, inventories of supplies, work-in-progress, manufactured and purchased parts (other than Purchased Inventory), automobiles, trucks, tractors, trailers, tools, jigs, and dies) that are used primarily in the Business, including, but not limited to, all tooling and molds for Seller's balance tune-up kit packages and the other tangible personal property listed on Schedule 2.1(a);

(b) Inventory. All components and finished sets (other than Useable Interchangeable Parts), that are used primarily in the Business, including, but not limited to, "stock lift" inventories, inventories shipped to Purchaser on April 26, 2002 (as listed on Schedule 2.1(b)(A) and the other inventories listed on Schedule 2.1(b) (the "Purchased Inventory");

(c) Useable Interchangeable Parts. All Useable Interchangeable Parts, which are listed on Schedule 2.1(c);

(d) Intellectual Property. All Intellectual Property that is used primarily in the Business, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including, but not limited to, the intellectual property listed on Schedule 2.1(d) (the "Acquired Intellectual Property");

(e) Information and Records. All books, records, files, databases, plans, specifications, technical information, confidential information, price lists, promotional materials, advertising copy and data, sales records, service records, customer lists and files, plans and designs of fixtures and equipment, environmental control and monitoring records that relate primarily to the Business and all other proprietary information that relates primarily to the Business; and

(f) Other Intangibles. All customer relationships, related goodwill, if any, telephone numbers, internet domain names and other intangible assets that relate primarily to the Business (other than Assumed Contracts and assets described elsewhere in this Section 2.1), including all right, title and interest in and to the trade names "Triple A Specialty," "Triple A Wires," "MSW" and all derivatives thereof and those other intangibles listed on Schedule 2.1(f).

All of the foregoing assets, together with the Assumed Contracts, are referred to collectively herein as the "Acquired Assets".

2.2 Assumption of Assumed Contracts. On and subject to the terms and conditions of this Agreement, Seller agrees to assign and transfer to Purchaser all of Seller's right, title, and interest in and to, and Purchaser agrees to take assignment of the contracts and permits of Seller listed on Schedule 2.2 (the "Assumed Contracts") at the Closing.

2.3 Excluded Assets. Notwithstanding anything to the contrary contained in Sections 2.1 or 2.2, Seller shall not sell, transfer or assign any of the following assets (the "Excluded Assets"):

- (a) Any Artos CS-9 AT machinery;
- (b) Any Non-Conforming Wire Core Inventory;
- (c) All accounts, notes, and other receivables that relate primarily to the Business, including, but not limited to, the receivables listed on Schedule 2.3(c);
- (d) All Cash;
- (e) Seller's corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications,

taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller as a corporation;

(f) Any of the rights of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Purchaser on the other hand entered into on or after the date of this Agreement);

(g) All assets, rights, liabilities or obligations associated with Seller's Employee Benefit Plans, if any; and

(h) The other assets listed on Schedule 2.3.

2.4 No Assumption of Liabilities. Other than Purchaser's assumption of the Assumed Contracts, Purchaser will not assume or have any responsibility with respect to any other obligation or liability of the Seller, including, without limitation, any accrued compensation, vacation, severance payments, real property leases or mortgages, capitalized leases, taxes, debt or any other obligations of Seller or its Affiliates.

ARTICLE III PURCHASE PRICE

3.1 Closing Date Statement.

(a) Contents. On the Closing Date, Seller and Purchaser will jointly prepare a statement (the "**Closing Date Statement**") setting forth:

(i) the dollar value of the Purchased Inventory (excluding any "stock lift" inventory and any Useable Interchangeable Parts) calculated by valuing all such Purchased Inventory as set forth in subsection (b) (the "**Inventory Value**");

(ii) the dollar value of the Useable Interchangeable Parts calculated by valuing all such Useable Interchangeable Parts as set forth in subsection (c) (the "**Useable Interchangeable Parts Value**"); and

(iii) the amount equal to 50% of the unamortized "stock lift" inventory costs on the books of Seller on the Closing Date that relate to the Business (the "**Stock Lift Costs**").

(b) Determination of Inventory Value. The Inventory Value will be the lesser of (1) \$682,002 or (2) the dollar amount arrived at by valuing the Purchased Inventory as follows:

(i) Purchased Inventory (excluding any "stock lift" inventory) that is useable by Purchaser within 12 months will be valued at 100% of Seller's cost;

(ii) Purchased Inventory (excluding any "stock lift" inventory) that is useable by Purchaser within 24 months will be valued at 66.67% of Seller's cost;

(iii) Purchased Inventory (excluding any "stock lift" inventory) that is useable by Purchaser within 36 months will be valued at 50% of Seller's cost; and

(iv) Purchased Inventory (excluding any "stock lift" inventory) that is not useable by Purchaser within 36 months will be valued at \$0.

As used in this subsection (b) Purchased Inventory will be considered "useable" within a certain period of time if such Purchased Inventory would be used in the Ordinary Course of Seller's Business during such period of time. As used in this subsection (b) Seller's cost will be the average cost paid by Seller for the same parts during the sixth month period immediately preceding the Closing Date. Purchaser shall (1) determine whether Purchased Inventory is "useable" in good faith, which determination will be provided to Seller at least one day prior to the Closing Date and which shall be acceptable to Seller in good faith and (2) jointly with Seller, calculate the value of such "useable" Purchased Inventory on or prior to the Closing Date.

(c) Determination of Useable Interchangeable Parts Value. Purchaser and Seller will jointly calculate the Useable Interchangeable Parts Value on or prior to the Closing Date by valuing Useable Interchangeable Parts at 100% of Seller's cost (the average cost paid by Seller for the same parts during the sixth month period immediately preceding the Closing Date).

(d) Access. Seller will give Purchaser access to its facilities, books and records as reasonably necessary for the purpose of preparing the Closing Date Statement.

3.2 Purchase Price. The purchase price (the "Purchase Price") for the Acquired Assets will be as set forth in this Section 3.2:

(a) Inventory Value and Useable Interchangeable Parts Value. Purchaser will pay Seller an amount equal to the Inventory Value plus the Useable Interchangeable Parts Value, as follows: (i) \$50,000 is payable in cash at the Closing and (ii) the remaining amount is payable in three equal monthly installments payable on June 1, 2002, July 1, 2002 and August 1, 2002.

(b) Stock Lift Costs.

(i) Subject to this subsection (b), Purchaser will pay to Seller an amount equal to the Stock Lift Costs in 24 equal monthly payments, beginning on the date one month from the Closing Date.

(ii) Notwithstanding the foregoing, in the event the Retention Rate (as herein defined) for any customer associated with the Stock Lift Costs, as measured for the twelve-month period from May 1, 2003 through April 30, 2004 (the "Retention Period"), is less than 85%, Purchaser will be obligated to pay

only the percentage of the Stock Lift Costs relating to such customer as follows: (i) if the Retention Rate for such customer is less than 85%, but not less than 60% during the Retention Period, Purchaser shall pay the a percentage of the Stock Lift Costs relating to such customer equal to the Retention Rate; and (ii) if the Retention Rate for such customer is less than 60% for Retention Period, Purchaser will have no obligation with respect to any Stock Lift Costs relating to such customer.

As used in this subsection (b), the "Retention Rate" for a customer is the ratio of (1) net sales to such customer during such twelve-month period to (2) such customer's net sales for the twelve-month period immediately preceding the Closing Date, as set forth on Schedule 3.2(b). As used in this subsection (b), "net sales" means sales, less (i) credits, offsets and refunds and (ii) an amount equal to the cost of any "stock lift" inventory purchased by Purchaser from such customer after the Closing Date, as reflected on the books of Purchaser.

(iii) To effectuate subsection (ii) above, Purchaser and Seller agree that all payments of Stock Lift Costs made by Purchaser shall be paid into a joint-order escrow account. Purchaser and Seller will enter into an escrow agreement at Closing in the form attached hereto as Exhibit D (the "Escrow Agreement") in furtherance of this subsection (iii). After the termination of the Retention Period, Purchaser will be entitled to reimbursement from Seller of all Stock Lift Costs previously paid by Purchaser in excess of Purchaser's obligations under Section 3.2(b)(ii), which reimbursement will be satisfied out of the funds held in escrow. On or before July 15, 2004, Purchaser and Seller shall determine the amount payable to Purchaser in accordance with this Section 3.2(b) out of the escrow. If the parties cannot agree by July 15, 2004, the Purchaser and the Seller must each name a certified public accountant. The two accountants shall determine the amount payable to Purchaser out of the escrow in accordance with Section 3.2(b). The determination of the accountants shall be binding on the parties. Upon the determination of the amount payable to Purchaser out of the escrow, the parties will direct American Nation al Bank and Trust Company of Chicago, as escrow agent, to distribute that amount of escrow funds to Purchaser and to distribute the balance of the escrow funds to Seller.

3.3 Post-Closing Adjustments to Purchase Price. If, on or before the date 120 days after the Closing Date, Purchaser receives a written commitment from Midas International Corporation or its Affiliates (collectively, "Midas") to purchase wire set products from Purchaser, then, as additional Purchase Price, Purchaser will pay to Seller an amount equal to 10% of net sales of wire set products made to Midas during the two-year period beginning on the Closing Date. The amounts payable under this section shall be payable on a quarterly basis, based on received good funds by Purchaser during each quarterly period, with payments due within 45 days from the end of each quarterly period, together with an accounting supporting the calculation of such payment and copies of purchaser orders received from Midas during the quarterly period then ending.

3.4 Allocation. The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with the allocation schedule attached hereto as Schedule 3.4.

ARTICLE IV
CLOSING

4.1 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Much Shelist Freed Denenberg Ament & Rubenstein, P.C. in Chicago, Illinois commencing at 10:00 a.m. local time on May 1, 2002, or such other time and place as the Parties may agree (the "Closing Date").

4.2 Deliveries at the Closing. At the Closing:

(a) Joint Deliveries of Purchaser and Seller. At the Closing, in addition to any other documents or agreements required under this Agreement, the Parties shall deliver the following:

(i) The Closing Date Statement;

(ii) A Bill of Sale substantially in the form attached hereto as Exhibit A;

(iii) An Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit B;

(iv) An Intellectual Property Assignment substantially in the form attached hereto as Exhibit C;

(v) An assignment of all certificates, and other material permits, licenses, approvals or authorizations issued by any government authority that are assignable;

(vi) The Escrow Agreement, substantially in the form attached hereto as Exhibit D.

(b) Deliveries of the Seller. At the Closing, in addition to any other documents or agreements required under this Agreement, Seller shall deliver to Purchaser the following:

(i) A certificate of the secretary of Seller, certifying resolutions of the board of directors of Seller approving and authorizing the execution, delivery and performance of this Agreement and its Related Agreements and the consummation by Seller of the transactions contemplated hereby and thereby (together with an incumbency and signature certificate regarding the officer(s) signing on behalf of Seller);

(ii) The articles of incorporation of Seller, certified by the Secretary of State of the State of Illinois, and the bylaws of Seller, certified by the secretary of Seller;

(iii) A Certificate of Good Standing for Seller from the State of Illinois and each other state where Seller is qualified to do business;

(iv) A Certificate of Seller pursuant to Section 9.1(f);

(v) An opinion of Seller's counsel, substantially in the form attached hereto as Exhibit E;

(vi) Evidence that Seller has changed its corporate name to a name dissimilar to "Triple A Specialty";

(vii) A written statement from each Person holding a Security Interest upon any of the Acquired Assets, confirming the repayment of the indebtedness secured thereby and the release as of the Closing Date of such Security Interest;

(viii) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Purchaser to consummate the transactions contemplated by this Agreement and the Related Agreements.

(c) Deliveries of the Purchaser. At the Closing, in addition to any other documents or agreements required under this Agreement, Purchaser shall deliver to Seller the following:

(i) A 120-day standby letter of credit in the amount of \$450,000 securing Purchaser's obligations under Section 3.2(a)(ii);

(ii) A certificate of the secretary of Purchaser, certifying resolutions of the board of directors of Purchaser approving and authorizing the execution, delivery and performance of this Agreement and its Related Agreements and the consummation by Purchaser of the transactions contemplated hereby and thereby (together with an incumbency and signature certificate regarding the officer(s) signing on behalf of Purchaser);

(iii) The certificate of organization of Purchaser, certified by the Secretary of State of the State of New Jersey;

(iv) A Certificate of Good Standing for Purchaser from the State of New Jersey and each other state where Seller is qualified to do business;

(v) A Certificate of Purchaser pursuant to Section 9.2(d); and

(vi) An opinion of Purchaser's counsel, substantially in the form attached hereto as Exhibit F;

(vii) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Seller to consummate the transactions contemplated by this Agreement and the Related Agreements.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article 5 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 5).

5.1 Organization of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, with all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as they are now owned, leased, operated and carried on. Seller is duly qualified to conduct its business as a foreign corporation and is in good standing as a foreign corporation in all jurisdictions where the activities conducted by its business or the nature of the assets or properties of the business owned or leased by it make such qualification necessary, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect.

5.2 Authorization of Transaction. Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights generally, by equitable limitations on the availability of specific remedies and by principles of equity.

5.3 Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the charter or bylaws of the Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement other than as set forth in Section 7.8.

5.4 Brokers' Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Purchaser could become liable or obligated.

5.5 Title to Assets. Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer.

5.6 Subsidiaries. Seller has no Subsidiaries relating to the Business.

5.7 Financial Reports. Seller has provided to Purchaser the financial reports and other data relating to the Business set forth on Schedule 5.7 (collectively the "Financial Reports"). The Financial Reports are accurate in all material respects and have been prepared on a consistent basis throughout the periods covered thereby.

5.8 Legal Compliance. Seller has complied in all material respects with all laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof) relating to the Business, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any failure so to comply.

5.9 Tax Matters.

(a) Seller has filed all Income Tax Returns that it was required to file with respect to the Business. All such Income Tax Returns were correct and complete in all material respects. All Income Taxes owed by Seller relating to the Business (whether or not shown on any Income Tax Return) have been paid.

(b) There is no material dispute or claim concerning any Income Tax liability of Seller relating to the Business either (A) claimed or raised by any authority in writing or (B) as to which Seller has Knowledge.

(c) All taxes that Seller is required by law to withhold or collect relating to the Business (including sales and use taxes, and amounts required to be withheld for taxes of employees and other withholding taxes, in each case for all periods through and including the date hereof) have been duly withheld or collected and, to the extent required, have been paid over to the proper governmental authorities or are held in separate bank accounts for such purpose.

5.10 Real Property.

(a) Seller owns no real property relating to the Business.

(b) Schedule 5.10(b) lists and describes briefly all real property leased or subleased to Seller relating to the Business. Purchaser is not assuming any of the leases and subleases listed in Schedule 5.10(b) or any obligations thereunder. Each facility leased or subleased under the leases and subleases listed on Schedule 5.10(b) have

received all approvals of governmental authorities (including material licenses and permits) required in connection with the operation thereof, and have been operated and maintained in accordance with applicable laws, rules, and regulations in all material respects.

5.11 Intellectual Property.

(a) To Seller's Knowledge, Seller has not interfered with, infringed upon, misappropriated, or violated any Intellectual Property rights of third parties in any material respect in its operation of the Business, and Seller has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third party has interfered with, infringed upon, misappropriated, or violated in any material respect any Intellectual Property rights of any of Seller that relate to the Business.

(b) Schedule 2.1(d) identifies each patent or registration which has been issued to Seller with respect to any Intellectual Property that relates primarily to the Business, identifies each pending patent application or application for registration which Seller has made with respect to any of Intellectual Property that relates primarily to the Business, and identifies each material license, agreement, or other permission which Seller has granted to any third party with respect to any of Intellectual Property that relates primarily to the Business. Seller has delivered to Purchaser correct and complete copies of all such patents, registrations, applications, licenses, agreements, and permissions (as amended to date). Schedule 2.1(d) also identifies each material trade name or unregistered trademark used by Seller in connection with the Business. With respect to each item of Intellectual Property required to be identified in Schedule 2.1(d):

(i) Seller possesses all right, title, and interest in and to the item, free and clear of any Security Interest, license, or other restriction;

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of any of the directors and officers of Seller, is threatened which challenges the legality, validity, enforceability, use, or ownership of the item.

(c) Schedule 2.1(d) identifies each material item of Intellectual Property that any third party owns and that Seller uses in connection with the Business pursuant to license, sublicense, agreement, or permission. Seller has delivered to Purchaser correct and complete copies of all such licenses, sublicenses, agreements, and permissions, as amended to date. With respect to each such item of Intellectual Property required to be identified in Schedule 2.1(d):

(i) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect in all material respects;

(ii) no party to the license, sublicense, agreement, or permission is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default or permit termination, modification, or acceleration thereunder;

(iii) Seller has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

5.12 Tangible Assets. The tangible assets comprising the Acquired Assets are free from material defects, have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear).

5.13 Inventory. The inventory of Seller comprising the Acquired Assets consists of raw materials and supplies, manufactured and processed parts, work in process, and finished goods, all of which is merchantable and fit for the purpose for which it was procured or manufactured.

5.14 Contracts. Other than the Excluded Assets, the Assumed Contracts constitute all the contracts to which Seller is a party that relate primarily to the Business. The Seller has delivered to the Purchaser a correct and complete copy of each Assumed Contract (as amended to date). With respect to each Assumed Contract: (a) the agreement is legal, valid, binding, enforceable, and in full force and effect in all material respects; and (b) no party is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement.

5.15 Litigation. Schedule 5.15 sets forth each instance in which Seller, in connection with the Business: (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge; or (ii) is a party or, to the Knowledge of Seller, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

5.16 Product Warranty. Substantially all of the products manufactured, sold, leased, and delivered by Seller in its operation of the Business have conformed in all material respects with all applicable contractual commitments, packaging and documentation and all express and implied warranties. Seller has no material liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) for replacement or repair thereof or other damages in connection therewith. Without limiting the foregoing, all products sold by Seller which Seller represented (whether in product packaging, documentation, promotional materials or otherwise) as incorporating "core crimp technology" did, in fact, incorporate such technology as represented.

5.17 Product Liability. Seller has no liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by Seller in its operation of the Business.

5.18 Employees. Except as listed on Schedule 5.18, Seller is not a party to or bound by any collective bargaining agreement relating to the employees of the Business, nor has the Business experienced any strike or material grievance, claim of unfair labor practices, or other collective bargaining dispute within the past three years. Seller has not committed any material unfair labor practice relating to employees of the Business. Seller has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Business. Purchaser will have no liability of any kind or nature arising out of any collective bargaining agreement relating to the employees of the Business.

5.19 Employee Benefits. Schedule 5.19 lists each Employee Benefit Plan that the Seller or any ERISA Affiliate maintains or ever has maintained or to which any of them has contributed or has any obligation to contribute. Purchaser shall assume no obligations of any kind or nature with respect to such plans.

5.20 Environmental, Health, and Safety Matters. Seller has complied and is in compliance, in each case in all material respects, with all Environmental, Health, and Safety Requirements relating to the Business. Seller has not received any written or oral notice, report or other information regarding any actual or alleged material violation of Environmental, Health, and Safety Requirements, or any material liabilities or potential material liabilities relating to the Business (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental, Health, and Safety Requirements.

5.21 Sufficiency of Assets. Except for the Excluded Assets, the Acquired Assets constitute sufficient assets, properties and rights to conduct the Business in the ordinary course of business consistent with past practices as presently conducted by Seller.

5.22 Disclosure. The representations and warranties contained in this Article 5 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Article 5 not misleading.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PURCHASER.

The Purchaser represents and warrants to the Seller that the statements contained in this Article 6 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 6).

6.1 **Organization of the Purchaser.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, with all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as they are now owned, leased, operated and carried on. Purchaser is duly qualified to conduct its business as a foreign corporation and is in good standing as a foreign corporation in all jurisdictions where the activities conducted by its business or the nature of the assets or properties of the business owned or leased by it make such qualification necessary, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect.

6.2 **Authorization of Transaction.** The Purchaser has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms and conditions, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights generally, by equitable limitations on the availability of specific remedies and by principles of equity.

6.3 **Noncontravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Purchaser is subject or any provision of its charter or bylaws or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Purchaser is a party or by which it is bound or to which any of its assets is subject. The Purchaser does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

6.4 **Brokers' Fees.** The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

ARTICLE VII PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

7.1 **General.** Each of the Parties will use all reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article 9).

7.2 **Notices and Consents.** The Seller will give any notices to third parties, and the Seller will use its reasonable best efforts to obtain any third party consents, that the Purchaser

reasonably may request in connection with the matters referred to in Section 5.3 above. Each of the Parties will give any notices to, make any filings with, and use all reasonable efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in Section 5.3 and Section 6.3 above.

7.3 Operation of Business. The Seller will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business relating to the Business. Seller will keep the Business intact, including its present operations, physical facilities, working conditions, and relationships with lessors, licensors, suppliers, customers, and employees.

7.4 Full Access. Seller will permit representatives of the Purchaser to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, properties, personnel, books, records, contracts, and documents of or pertaining to the Business. The Purchaser will treat and hold as such any Confidential Information it receives from Seller, in the course of the reviews contemplated by this Section 7.4, and will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, will return to the Seller, all tangible embodiments (and all copies) of the Confidential Information which are in its possession.

7.5 Notice of Developments. Each Party will give prompt written notice to the other Party of any material adverse development causing a breach of any of its own representations and warranties in Article 5 and Article 6 above. No disclosure by any Party pursuant to this Section 7.5, however, shall be deemed to amend or supplement the schedules to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

7.6 Exclusivity. Seller will not (a) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets, of any of the Business (including any acquisition structured as a merger, consolidation, or share exchange) or (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing.

7.7 Wire Core Inventory. At its expense, Seller will use reasonable efforts to produce all wire core inventory into non-imprinted gray wire in accordance with mutually agreeable specification prior to the Closing Date. Any wire core inventory not meeting the mutually agreeable specifications on the Closing Date will be "**Non-Conforming Wire Core Inventory**", and will be Excluded Assets in accordance with Section 2.3(b).

7.8 Notice to Government Agencies. Upon execution of this Agreement, Seller shall notify the Illinois Department of Revenue, the Illinois Department of Employment Security and such other government agencies as may be required by applicable law of the impending sale for the purpose of establishing the amount of money to be withheld in escrow until full releases of claims ("**Stop Order Release**") are issued by said agencies. In the event Stop Order Releases from such agencies are not obtained prior to Closing, Purchaser shall, on the Closing Date,

deposit in an joint-order escrow, in an interest bearing account, such amount of the Purchase Price payable on the Closing Date as directed by the "Stop Order" issued by such governmental agencies, which amount will be held in escrow under the Escrow Agreement until such governmental agencies issue full Stop Order Releases and upon the issuance of such Stop Order Releases, any monies held in escrow shall be paid over by check to Seller, with all interest thereon accruing to Seller, except that the escrowed funds may be used by Purchaser to satisfy the requirements of a demand issued by such agencies. In the event Purchaser is directed to pay such claims, the representatives of the parties to the joint order escrow shall immediately notify the escrowee to pay such proceeds to the agency requesting payment. To the extent such claims exceed the amount of the funds escrowed therefore, in addition to Purchaser's other remedies under this Agreement, Purchaser may, at its sole discretion, set off such amounts against payments otherwise required to be made under Section 3.2(a)(ii).

7.9 UCC-12 Registration. Seller shall use all reasonable efforts to cause its UCC-12 registration for UPC codes to be transferred to Purchaser.

ARTICLE VIII POST-CLOSING COVENANTS

8.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Article 11).

8.2 Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (a) any transaction contemplated under this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing involving Seller, each of the other Parties will cooperate with the contesting or defending Party and his or its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to his or its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Article 11 below).

8.3 Transition. Seller will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Business from maintaining the same business relationships with the Purchaser after the Closing as it maintained with the Business prior to the Closing. Notwithstanding the foregoing, subject to Section 8.6, Seller may take reasonable actions to collect any amounts owed to it from customers of Purchaser in accordance with good industry practice.

8.4 Confidentiality. Seller will treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to Purchaser or destroy, at the request and option of the

Purchaser, all tangible embodiments (and all copies) of the Confidential Information that are in its possession. In the event that Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Seller will notify Purchaser promptly of the request or requirement so that Purchaser may seek an appropriate protective order or waive compliance with the provisions of this Section 8.4. If, in the absence of a protective order or the receipt of a waiver hereunder, Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Seller may disclose the Confidential Information to the tribunal; provided, however, that Seller shall use all reasonable efforts to obtain, at the reasonable request of Purchaser, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Purchaser shall designate.

8.5 Covenant Not to Compete. For a period of two years from and after the Closing Date, Seller will not engage directly or indirectly in any business that the Business conducts as of the Closing Date in any geographic area in which the Business conducts that business as of the Closing Date; provided, however, that no owner of less than 3% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in any of its businesses. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 8.5 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

8.6 Collection of Accounts Receivable. Purchaser will use reasonable commercial efforts in the ordinary course of Purchaser's business to collect the accounts receivable of Seller listed on Schedule 2.3(c) for a period of 90 days after the Closing Date. Seller will take no action to collect on such accounts receivables during such 90-day period. Purchaser may compromise or settle any account receivable of Seller during such period with the approval of Seller. Purchaser will remit to Seller, on a monthly basis, all amounts collected by Purchaser on account of such accounts receivables, together with copies of all checks received by Seller in respect of such accounts receivables and an accounting of all amounts received in respect of such accounts receivables during the monthly period. After the end of such 90-day period, Purchaser will have no further obligation with respect to such receivables, and will return such receivables to Seller for collection. Purchaser will collect all receivables on an invoice number basis and will apply collected amounts for each invoice to such invoice for credit to the appropriate owner of such receivable.

8.7 Use of Facility. Seller will allow Purchaser a period of five business days after the Closing Date to remove the Acquired Assets from Seller's facility. During such five-day period, Seller shall provide Purchaser reasonable access (including during weekends) to the Acquired Assets and will not interfere with Purchaser's removal of the Acquired Assets from the facility. In the event actions of Seller, Seller's employees or Seller's labor unions interfere with

Purchaser's removal of the Acquired Assets during such five-day period, Purchaser may leave the Acquired Assets at Seller's facility at no cost until Purchaser is able to remove them without interference. In the event Purchaser does not remove the Acquired Assets from Seller's facility by the end of the five-day period for any other reason, Purchaser shall pay to Seller rent for each additional day it occupies any portion of Seller's facility in an amount equal to a pro-rata portion of Seller's rent for the Seller's facility (\$652 per day).

ARTICLE IX
CONDITIONS TO OBLIGATION TO CLOSE

9.1 Conditions to Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) Purchaser shall have completed its due diligence investigation of the Business and the Acquired Assets and shall be satisfied with such investigation, in its sole and absolute discretion;

(b) The representations and warranties of Seller set forth in Article 5 shall be true and correct in all material respects at and as of the Closing Date;

(c) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(d) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (iii) affect adversely the right of the Purchaser to own the Acquired Assets and to operate the Businesses (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(e) Seller shall have delivered to the Purchaser a certificate to the effect that each of the conditions specified above in Section 9.1(b)-(d) are satisfied in all respects;

(f) Seller shall have procured all of the material third party consents specified in Section 7.2 above;

(g) Robert Bernstein shall have executed and delivered to Purchaser an employment agreement acceptable to Purchaser.

(h) Purchaser shall have received evidence reasonably acceptable to it of the transfer of Seller's UCC-12 registration relating to UPC codes.

(i) Purchaser shall have received all material authorizations, consents, and approvals of governments and governmental agencies referred to in Section 5.3 and Section 6.3 above;

(j) Seller shall have caused to be executed and delivered the documents set forth in Sections 4.2(a) and (b), and the same shall be in full force and effect;

(k) Schedule 2.1(c) shall have been agreed upon by the Parties and attached hereto; and

(l) all actions to be taken by Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Purchaser.

9.2 Conditions to Obligation of the Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties of Purchaser set forth in Article 6 above shall be true and correct in all material respects at and as of the Closing Date;

(b) Purchaser shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(c) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(d) Purchaser shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Section 9.2(a)-(c) is satisfied in all respects;

(e) Purchaser shall have received all material authorizations, consents, and approvals of governments and governmental agencies referred to in Section 5.3 and Section 6.3;

(f) Purchaser shall have caused to be executed and delivered the documents set forth in Sections 4.2(a) and (c), and the same shall be in full force and effect;

(g) Schedule 2.1(c) shall have been agreed upon by the Parties and attached hereto; and

(h) all actions to be taken by Purchaser in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller.

ARTICLE X TERMINATION

Certain of the Parties may terminate this Agreement as provided below:

(a) the Purchaser and the Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) the Purchaser may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing (i) in the event Purchaser is dissatisfied with the results of its due diligence investigation, in its sole and absolute discretion, (ii) in the event the Seller has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Purchaser has notified the Seller of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (iii) if the Closing shall not have occurred on or before May 30, 2002, by reason of the failure of any condition precedent under Section 9.1 hereof (unless the failure results primarily from the Purchaser itself breaching any representation, warranty, or covenant contained in this Agreement); and

(c) the Seller may terminate this Agreement by giving written notice to the Purchaser at any time prior to the Closing (i) in the event the Purchaser has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Seller has notified the Purchaser of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (ii) if the Closing shall not have occurred on or before May 30, 2002, by reason of the failure of any condition precedent under Section 9.2 hereof (unless the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement).

ARTICLE XI INDEMNIFICATION

11.1 Survival of Representations and Warranties. All of the representations and warranties of the Parties contained in this Agreement shall survive the Closing and continue in full force and effect for a period of three years thereafter; provided, however, that the representations and warranties of the Parties contained in Section 5.21 shall survive for a period of three years after the Closing and the representations and warranties of the Parties contained in Section 5.5 and 5.9 shall survive the Closing and continue in full force and effect forever thereafter (subject to any applicable statutes of limitations). The survival periods set forth in this Section 11.1 shall apply even if the damaged Party knew or had reason to know of any misrepresentation or breach of warranty at the time of Closing.

11.2 Indemnification Provisions for Benefit of the Purchaser.

(a) In the event Seller breaches any of their representations, warranties, and covenants contained in this Agreement, and, if there is an applicable survival period pursuant to Section 11.1 above, provided that Purchaser makes a written claim for indemnification against Seller pursuant to Section 12.7 within such survival period, then Seller agrees to indemnify the Purchaser from and against the entirety of any Losses the Purchaser suffers through and after the date of the claim for indemnification (including any Losses the Purchaser suffers after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach.

(b) Seller agrees to indemnify the Purchaser from and against the entirety of any Losses the Purchaser suffers resulting from, arising out of, relating to, in the nature of, or caused by any liability of Seller arising out of, relating to or caused by Seller's operation of the Business prior to the Closing Date (other than any liability accruing after the Closing Date under any Assumed Contract) (including any liability of the Seller that becomes a liability of the Purchaser under any bulk transfer law of any jurisdiction, under any common law doctrine of de facto merger or successor liability, or otherwise by operation of law).

11.3 Indemnification Provisions for Benefit of Seller.

(a) In the event the Purchaser breaches any of its representations, warranties, and covenants contained in this Agreement, and, if there is an applicable survival period pursuant to Section 11.1 above, provided that Seller makes a written claim for indemnification against the Purchaser pursuant to Section 12.7 within such survival period, then the Purchaser agrees to indemnify Seller from and against the entirety of any Losses Seller suffers through and after the date of the claim for indemnification (including any Losses Seller suffers after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach.

(b) The Purchaser agrees to indemnify Seller from and against the entirety of any Losses Seller suffers resulting from, arising out of, relating to or caused by any liability accruing after the Closing Date under any Assumed Contract.

ARTICLE XII
MISCELLANEOUS

12.1 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing Party will use all reasonable efforts to advise the other Party prior to making the disclosure).

If to Purchaser: **KEM Manufacturing Company, Inc.**
18-35 River Road
Fair Lawn, New Jersey
Facsimile: 201-796-4715
Attention: Richard Brown

with copy to: **Much Shelist Freed Denenberg**
Ament & Rubenstein, P.C.
200 N. LaSalle Street, Suite 2100
Chicago, Illinois 60601
Attention: Andrew Lapin

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties agree that the U.S. District Court Northern District of Illinois, or the Circuit Court of Cook County, Illinois shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement.

12.9 Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties.

12.10 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

12.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12.12 Expenses. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

12.14 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

12.15 Letter of Credit. With respect to the letter of credit referred to in Section 4.2(c)(i), the Parties agree that this Agreement may be referred to for the purposes of a draw upon that letter of credit as an "Asset Purchaser Agreement" between Purchaser and "Builders Plumbing Supply Co. (of Mich)."

IN WITNESS WHEREOF, the Parties hereto have executed this Inventory Purchase Agreement as of the date first above written.

Purchaser:

KEM MANUFACTURING COMPANY, INC.

By: [Signature]

Name: Kenneth Bawn

Title: VP + Treasurer

Seller:

TRIPLE A SPECIALTY COMPANY

By: [Signature]

Name: STEVEN FELKER

Title: VP

SCHEDULE 2.1(d)
INTELLECTUAL PROPERTY
See attached

Triple-A Specialty Intellectual Property	
Qty	Description
Manufacturing Software:	
1	TCM WorkWise application Software ver. 6.10 *
1	Synergy Software License *
* Note: A TCM License Transfer is required by WorkWise upon an asset sale. See attached memo from WorkWise.	
Network Software:	
1	Windows NT v4.0 Server with 10-user license
1	Windows NT v4.0 Resource Kit
1	Windows NT v4.0 Client
15	Exchange Server v5.5 with (15) user
1	Remotely Possible Server + Client
11	Remotely Possible Client
1	Remotely Possible Upgrade Plan
1	Backup Exec single server
1	Backup Exec Disaster Recovery
1	Backup Exec Exchange Server
1	Time synchronization Software for (11) users
1	Diskeeper Defragmentation Software
Patents	
1	Patent No. 386405: Motor Vehicle Tune-up Kit Container
Trademarks	
1	Power Tech Trademark no. 1478473
1	AAA Trademark no. 1941105
1	Turbo-Mag Trademark no. 1737491
1	MSW Trademark no. 836627
1	MSW Spydors Trademark no. 1361450
1	"A" logo Trademark no. 1489158
1	Siver Beauty Trademark no. 1376938

1 Trademark No. 1,936,204

1 "Multi-Mig" Trademark No. 1,447,164