

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
AUTOLINE INDUSTRIES, INC.		07/15/2002	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	CARDONE INDUSTRIES, INC.		
Street Address:	5501 Whitaker Avenue		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19124		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2401659	AUTOLINE	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.994.2420		
Email:	terence.dixon@dechert.com		
Correspondent Name:	Terence A. Dixon, Dechert LLP		
Address Line 1:	4000 Bell Atlantic Tower		
Address Line 2:	1717 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2793		
NAME OF SUBMITTER:	Terence A. Dixon		
Signature:	/tad/		
Date:	09/29/2005		

CH \$40.00 2401659

Total Attachments: 6

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EXECUTION COPY

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ASSET PURCHASE AGREEMENT

by and among

CARDONE INDUSTRIES, INC.,

and

AUTOLINE INDUSTRIES, INC.,

AUTOLINE INDUSTRIES EAST, INC.,

ARGYLE INDUSTRIES, INC.

and

AUTOLINE INDUSTRIES AAR, INC.

JULY 15, 2002

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of July 15, 2002, by and among Cardone Industries, Inc., a Pennsylvania corporation ("Purchaser"), and Autoline Industries, Inc., an Illinois corporation ("Autoline"), Autoline Industries East, Inc., an Illinois corporation ("East"), Argyle Industries, Inc., a Wisconsin corporation ("Argyle"), and Autoline Industries AAR, Inc., an Illinois corporation ("AAR" and, together with Autoline, East and Argyle, the "Sellers").

PREAMBLE

Sellers are in the business of remanufacturing and marketing auto parts (the "Business").

On July 12, 2002 (the "Petition Date"), each Seller filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") in the Eastern Division of the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"). Sellers are debtors and debtors-in-possession. Sellers intend to request that their respective bankruptcy cases are jointly administered before the Bankruptcy Court under one case (the "Bankruptcy Case").

Subject to approval of the Bankruptcy Court, Purchaser desires to purchase certain assets used in the operation of the Business, subject to certain specified liabilities to be assumed by Purchaser, and Sellers desire to sell such assets, on the terms and subject to the conditions set forth in this Agreement.

TERMS

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Certain Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section:

"Accounting Principles" means the accounting principles used by Sellers to prepare the March Financials.

"Accounting Principles Consistently Applied" means the Accounting Principles using the same accounting methods, policies, practices, and procedures, with consistent classification, judgments, and estimation methodology, as were used by the Sellers in preparing the March Financials.

"Transaction Taxes" has the meaning set forth in Section 5.8(a).

"West" has the meaning set forth in Section 2.2(j).

"Year End Financial Statements" has the meaning set forth in Section 3.4.

Any reference in this Agreement to gender shall include all genders. Any words used in this Agreement imparting the singular number shall include the plural, and vice versa.

ARTICLE II

THE TRANSACTION

2.1. Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement, Sellers will sell, assign, transfer and convey to Purchaser on the Closing Date, and Purchaser will purchase from Sellers on the Closing Date, the Purchased Assets, as the same shall exist immediately prior to Closing, free and clear of all Liens of every kind, nature and description, for the Purchase Price specified in Section 2.7. For purposes of this Agreement, "Purchased Assets" shall mean the assets, properties and rights of Sellers set forth below (provided, however, that if any Affiliate of any of the Sellers owns or leases any of the Purchased Assets, Sellers shall cause such Affiliate to convey all of such Affiliate's right, title and interest in such Purchased Assets to Purchaser pursuant to the terms of this Agreement):

(a) The machinery, equipment (including tooling and cleaning equipment), supplies, tools, spare parts, business machines and other tangible personal property listed in Schedule 2.1(a) (collectively, the "Equipment");

(b) The finished goods inventory, wherever located (including finished goods inventory covered by purchase orders) listed in Schedule 2.1(b) (collectively, the "Finished Goods Inventory");

(c) The raw material inventory (including the core inventory), wherever located, listed in Schedule 2.1(c) (collectively, the "Raw Material Inventory");

(d) Subject to the provisions of Section 2.4, the intellectual property (including intangible or other proprietary rights granted to Sellers by third parties under licensing or other agreements (the "Intellectual Property Agreements")) listed in Schedule 2.1(d) (collectively, the "Intellectual Property");

(e) Subject to the provisions of Section 2.4, the rights under all leases and subleases (whether any Seller is lessee or sublessee) listed on Schedule 2.1(e) (collectively, the "Assigned Leases");

(f) Subject to the provisions of Section 2.4, all rights under (i) the contracts, purchase orders, agreements and instruments relating to the sale of Finished Goods Inventory by

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

CARDONE INDUSTRIES, INC.

By _____
Name:
Title:

AUTOLINE INDUSTRIES, INC.

By Michael J. Winter
Name: MICHAEL J. WINTER
Title: PRESIDENT

AUTOLINE INDUSTRIES EAST, INC.

By Michael J. Winter
Name: MICHAEL J. WINTER
Title: PRESIDENT

ARGYLE INDUSTRIES, INC.

By Michael J. Winter
Name: MICHAEL J. WINTER
Title: CEO

AUTOLINE INDUSTRIES AAR, INC.

By Michael J. Winter
Name: MICHAEL J. WINTER
Title: PRESIDENT

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

CARDONE INDUSTRIES, INC.

By *E. A. ...*
Name: *Edward A. ...*
Title: *Vice President of Finance*

AUTOLINE INDUSTRIES, INC.

By _____
Name:
Title:

AUTOLINE INDUSTRIES EAST, INC.

By _____
Name:
Title:

ARGYLE INDUSTRIES, INC.

By _____
Name:
Title:

AUTOLINE INDUSTRIES AAR, INC.

By _____
Name:
Title:

Schedule 2.1(d)

Intellectual Property

Autoline Trademark Registration Number 2,401,659

