

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
Carten Controls, Inc.		03/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fujikin of America, Inc.		
Street Address:	4677 Old Ironsides Drive		
Internal Address:	Suite 100		
City:	Santa Clara,		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2343867	CARTEN	
Registration Number:	2369779	CARTEN CONTROLS	
Registration Number:	1268873	CARTEN	
Registration Number:	1996504	CARTEN	
Registration Number:	2828173	CARTEN CONTROLS	
CORRESPONDENCE DATA			
Fax Number:	(202)672-5339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-672-3500		
Email:	PTOMAILWashington@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP		
Address Line 1:	3000 K Street, N.W.		
Address Line 2:	Suite 500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5143		

CH \$140.00 2343867

ATTORNEY DOCKET NUMBER:	040569-0102
NAME OF SUBMITTER:	Norm J. Rich
Signature:	/norm j. rich/
Date:	11/30/2005
Total Attachments: 2 source=assetpurchaseagreement#page1.tif source=assetpurchaseagreement#page2.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of March 31, 2005, by and between Fujikin of America, Inc., a New Jersey corporation (the "Purchaser"), and Carten Controls Inc., a Delaware corporation (the "Seller").

Seller is engaged in the business of manufacture and distribution in the United States of various valve products for industrial use (the "Business").

Seller desires to sell and Purchaser desires to purchase the Business, its operations, and certain of the assets of Seller used therein as a going concern.

Certain capitalized terms used in this Agreement are defined in Article 14 of this Agreement.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Purchaser, free and clear of all Liens, and Purchaser shall purchase, acquire, and accept from Seller as a going concern, all of the right, title, and interest of Seller in and to (i) the Business and all goodwill related to the Business, and (ii) all of the assets, properties, and rights of Seller relating to or utilized in the Business, directly or indirectly, in whole or in part, (other than the Excluded Assets), of every type and description, real, personal or mixed, tangible and intangible, wherever located and whether or not reflected on the books of the Seller, including the following, as the same shall exist on the date hereof and any additions thereto on or before the Closing Date and any deletions therefrom made in accordance with terms of this Agreement on or before the Closing Date:

- (a) the Equipment;
- (b) to the extent permitted by applicable Law, all of the Contracts;
- (c) the Intellectual Property;
- (d) the Books and Records;
- (e) to the extent permitted under applicable Law, the Permits; and
- (f) all of the Information.

All of the items described in this Section 1.1 to be purchased by Purchaser and which are not Excluded Assets are hereinafter collectively referred to as the "Acquired Assets."

1.2 Excluded Assets. Seller shall not sell and Purchaser shall not purchase or acquire

"Indemnitor" means the Party against whom indemnification is sought hereunder.

"Information" means information or documentation owned by Seller which information may include, but is not necessarily limited to, financial data, business plans, personnel information (to the extent permitted under applicable Law), drawings, samples, devices, trade secrets, technical information, results of research and other data in either oral or written form; provided, however, that "Information" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Purchaser or its representative, or (ii) as shown by written records, was lawfully within Purchaser's possession prior to its being furnished to Purchaser by or on behalf of Seller, provided further that the source of such information was not known by Purchaser to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Seller or any other Person with respect to such information.

"Intellectual Property" means all patents, designs, art work, labels, designs, specifications, designs-in-progress, formulations, know-how, technology, algorithms, processes, prototypes, inventions, trade styles, together with all goodwill associated therewith, and copyrights; all registrations and applications therefor, both registered and unregistered, foreign and domestic; all trade secrets, technology or processes; all computer software; all databases and all confidential or proprietary information that are either (A) owned by or negotiated in the name of Seller for use in the Business or (B) as to which Seller has rights as licensee with respect to the Business.

"Interim Balance Sheet" means the unaudited balance sheet of the Business as of _____, 2004 furnished to Purchaser.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"IRS" means the Internal Revenue Service of the United States of America.

"Labor Claims" means claims, investigations, charges, citations, hearings, consent decrees, or litigation concerning: wages, compensation, bonuses, commissions, awards, or payroll deductions; equal employment or human rights violations regarding race, color, religion, sex, national origin, age, handicap, veteran's status, marital status, disability, or any other recognized class, status, or attribute under any federal, state, local or foreign equal employment Law prohibiting discrimination; representation petitions or unfair labor practices; grievances or arbitrations pursuant to current or expired collective bargaining agreements; occupational safety and health; workers' compensation; wrongful termination, negligent hiring, invasion of privacy or defamation; immigration or any other claim based on the employment relationship or termination of the employment relationship.

"Law" means any code, directive, law (including common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, Liabilities, or business, including those promulgated, interpreted or enforced by any Regulatory Authority.

"Leased Real Property" means all real property described on Schedule 5.9(b) that is not owned in fee simple by Seller that Seller either occupies or uses in