

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National City Bank of Pennsylvania		02/10/2006	Financial Institution: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Axion Battery Products, Inc.		
<b>Street Address:</b>	3601 Clover Lane		
<b>City:</b>	New Castle		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16105		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1398366	TS TURBO-START	
Registration Number:	1459947	TURBO-START	
Registration Number:	1576118	THE BATTERY NEW CASTLE BATTERY MFG. CO.	
Registration Number:	1919417	TURBO START	
Registration Number:	2385712	TURBO START	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(412) 297-4900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	Christine W. Trebilcock, Cohen & Grigsby		
<b>Address Line 1:</b>	11 Stanwix Street, 15th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>ATTORNEY DOCKET NUMBER:</b>	13597.0001 ASSET PRCH AGR		

CH \$140.00 1398366

NAME OF SUBMITTER:	Christine W. Trebilcock
Signature:	/Christine W. Trebilcock/
Date:	01/26/2007

**Total Attachments: 45**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 10th day of February, 2006 (the "Effective Date"), by and between National City Bank of Pennsylvania, a national banking association ("Seller"), and Axion Battery Products, Inc., a Pennsylvania corporation ("Buyer").

**RECITALS:**

WHEREAS, pursuant to a Commercial Note dated June 4, 1997 (as may have been amended, modified or supplemented from time to time, the "Note"), Seller has made certain loans (the "Loans") to New Castle Battery Manufacturing Company, a Pennsylvania corporation (the "Company");

WHEREAS, the Loans were secured by a security interest in all of the Company's Inventory, Chattel Paper, Accounts, Equipment and General Intangibles and other Collateral in accordance with, and as such terms are defined in, that certain Commercial Security Agreement between the Company and Seller, dated as of November 24, 2002 (the "Security Agreement", and together with the Note and Loan Agreement, collectively, the "Loan Documents");

WHEREAS, Seller has advised Buyer that the Company is in default under the Loan Documents, that Seller has taken, or will take, possession of the Collateral and that Seller is entitled to sell the Assets (as defined below) at a private sale pursuant to Section 9-610 of the Uniform Commercial Code as in effect in Pennsylvania, 13 PA CONS. STAT. ANN. § 1101, et seq. (the "UCC"); and

WHEREAS, the Seller wishes to sell, and the Buyer wishes to purchase, the Assets all on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises, representations and warranties contained in this Agreement, and intending to be legally bound, the parties hereto do hereby agree as follows:

**ARTICLE I - PURCHASE AND SALE**

1.1 Purchase and Sale. On the terms and subject to the conditions contained in this Agreement, on the Closing Date (as defined below), Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of the Company's rights, title and interest in and to all of the assets subject to Seller's security interest (excluding Accounts, but including, by way of example only and not limitation, the property listed on Exhibit "A" hereto) (the "Assets") free and clear of any lien, security interest, charge, pledge or encumbrance, except only for the encumbrances listed on Exhibit "B" attached hereto ("Permitted Encumbrances").

1.2 No Liabilities. Pursuant to UCC § 9617(a) and this Agreement, the transfer of the Assets to Buyer, at the Closing, will transfer all of the Company's rights in the Assets, discharge the security interest of Seller in the Assets and discharge any other security interest or lien in the Assets that was subordinate to Seller's security interest. By acquiring the Assets, Buyer assumes

no liability of any nature or kind whatsoever, other than the obligation to pay the Purchase Price in accordance with Section 1.3 below

1.3 Purchase Price

(a) The purchase price for the Assets (the "Purchase Price") shall be Eight Hundred Thousand Dollars (\$800,000). Except as otherwise provided in the Escrow Agreement, the Purchase Price shall be paid by bank check or wire transfer as hereinafter provided.

(b) Seller acknowledges that Buyer has previously paid to Seller a deposit of \$105,000, which deposit Seller shall apply to the Purchase Price at the Closing, and which deposit will be refundable only as provided in Section 8.1(b) hereof.

(c) Contemporaneous with the signing of this Agreement, the parties, together with the Escrow Agent named therein, shall enter into an Escrow Agreement, on terms and conditions mutually satisfactory to the parties, providing for the escrow and subsequent payment to Seller (or refund to Buyer) of \$90,000 of the Purchase Price.

**ARTICLE II - CLOSING**

2.1 Time, Date and Place. The closing of the purchase and sale of the Assets and the other transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Klett Rooney Lieber & Schorling, 40<sup>th</sup> Floor, One Oxford Centre, Pittsburgh, PA 15219, or such other place as the parties may agree. The Closing shall be held on a mutually convenient date and time as soon as practicable after all conditions to closing have been satisfied in accordance with Article VII, but no later than February 14, 2006 (such date is referred to throughout this Agreement as the "Closing Date") unless this Agreement is earlier terminated in accordance with Article VIII.

2.2 Closing Costs And Due Diligence. All expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring same.

**ARTICLE III - DELIVERIES AT THE CLOSING**

3.1 Deliveries by Seller. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing Seller shall deliver to Buyer the following:

(a) a bill of sale executed by Seller for all of the Assets in a form to be mutually agreed to by the parties;

(b) a duly executed counterpart of the Escrow Agreement;

(c) an amendment or amendments (form UCC-3), in suitable form for filing in all applicable filing offices, to all financing statements filed by Seller against the Company confirming the discharge of Seller's security interest in the Assets, together with confirmation that all such amendments have been filed, or will be filed contemporaneous with the Closing;

(d) such other deeds, bills of sale, assignments, certificates of title, transfer statements, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in a form to be mutually agreed upon by the parties and executed by Seller; and

(e) a certificate executed by Seller as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7.2

3.2 Deliveries by Buyer. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing Buyer shall deliver to Seller the following:

(a) Six Hundred Five Thousand dollars (\$605,000) by bank check or wire transfer to an account specified by Seller in writing to Buyer at least one (1) business day prior to the Closing Date;

(b) a duly executed counterpart of the Escrow Agreement, together with evidence that Buyer has delivered the balance of the Purchase Price (\$90,000) to Escrow Agent to be held and disbursed in accordance with the Escrow Agreement;

(c) a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7.1; and

(d) a certificate of the Secretary of Buyer certifying, as complete and accurate as of the Closing, attached copies of all requisite resolutions or actions of Buyer's board of directors approving the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby and certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other documents relating to the transactions being consummated at the Closing.

#### ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller represents and warrants to Buyer as of the date hereof:

(a) Seller is a national banking association duly organized, validly existing, and in good standing under the laws of the United States, with full corporate power and authority to carry on its business as currently conducted.

(b) (i) This Agreement and the Escrow Agreement constitute the legal, valid and binding obligations of Seller, enforceable against it in accordance with their terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver, and carry out the transactions contemplated by, this Agreement and the Escrow Agreement

(ii) Neither the execution and delivery of this Agreement or the Escrow Agreement, nor the consummation or performance of any of the transactions contemplated by this Agreement

or the Escrow Agreement, will directly or indirectly (with or without the passage of time): breach any provision of the charter or bylaws of Seller; breach or give any governmental body or other person the right to challenge the transactions contemplated by this Agreement or to exercise any remedy or obtain any relief under any law or order to which Seller or any of the Assets may be subject; contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any governmental body the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by Seller or that otherwise relates to the Assets; breach any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any contract by which Seller is bound; or result in the imposition or creation of any encumbrance upon or with respect to any of the Assets

(iii) Except for the notices referenced in Section 7.2 below, Seller is not required to give any notice or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated by this Agreement.

(c) Seller has a duly perfected, first priority, valid and enforceable security interest in the Assets. The sale by Seller under this Agreement has been, and will be as of the Closing, conducted in compliance with and satisfaction of any applicable requirements of the Loan Documents and the UCC, and will transfer to Buyer good and transferable title to the Assets free and clear of any lien or encumbrance of any kind, except only for the Permitted Encumbrances. The Company is in default under the Loan Documents and the amount owed by the Company to Seller under the Loan Documents, as of the date of this Agreement, is not less than the Purchase Price.

(d) There is no litigation, claim or administrative action, nor any order, decree or judgment, in progress or pending, or, to the knowledge of Seller, threatened, against or relating to Seller, to Seller's knowledge, no facts or circumstances exist which would reasonably be expected to give rise to litigation, claims or administrative actions which would prevent, restrain or affect Seller's ability to perform the transaction contemplated by this Agreement.

#### **ARTICLE V - REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER**

5.1 Buyer represents and warrants to Seller as of the date hereof:

(a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania with full corporate power and authority to conduct its business as it is now conducted.

(b) This Agreement and the Escrow Agreement constitute the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Escrow Agreement and to perform its obligations under this Agreement and such action has been duly authorized by all necessary corporate action

(c) Neither the execution and delivery of this Agreement or the Escrow Agreement by Buyer, nor the consummation or performance of any of the transactions

contemplated by this Agreement or the Escrow Agreement directly or indirectly (with or without the passage of time): will give any person the right to prevent, delay or otherwise interfere with any of the transactions contemplated hereby pursuant to: any provision of Buyer's charter or bylaws; any resolution adopted by the board of directors of Buyer; any provision of any law, statute, rule, regulation or executive order to which Buyer or any of its assets or properties is subject; any contract to which Buyer is a party or by which Buyer may be bound; or any judgment, order, writ or decree of any court or administrative body applicable to Buyer or any of its assets or properties.

(d) There is no litigation, claim or administrative action, nor any order, decree or judgment, in progress or pending, or, to the knowledge of Buyer, threatened, against or relating to Buyer and, to Buyer's knowledge, no facts or circumstances exist which would reasonably be expected to give rise to litigation, claims or administrative actions which would prevent, restrain or affect Buyer's ability to perform the transaction contemplated by this Agreement.

(e) Buyer is not and will not be required to give any notice or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated by this Agreement.

#### ARTICLE VI - DUE DILIGENCE AND NO WARRANTIES

6.1 Access and Investigation. Prior to the Closing and upon reasonable notice to it, Seller shall afford to the officers, attorneys, accountants or other authorized representatives of Buyer reasonable access during normal business hours to the Assets, so as to afford Buyer an opportunity to make, at its sole cost and expense, such review, examination and investigation as Buyer may reasonably desire to make of the Assets. Buyer acknowledges and agrees that Seller has never operated the Company or any business using the Assets. Therefore, Seller cannot, and will not, provide Buyer with any information about the business of the Company, the value of the Assets, or their usefulness in, or adequacy for, carrying on any business.

#### 6.2 Disclaimer of Warranties: "AS-IS" Conveyance

(i) BUYER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT BUYER IS PURCHASING THE ASSETS IN AN "AS IS - WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR NATURE FROM SELLER EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. Buyer acknowledges that Buyer has not relied, and is not relying, upon any information, document, sales brochure, due diligence/property information package or other literature, map or sketch, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Seller, its agents, representatives, consultants and/or attorneys with respect to (i) the quality, nature, adequacy or physical condition of the Assets; (ii) the development potential of the Assets for any particular purpose; (iii) the Assets' or their operation's compliance with any applicable codes, laws, regulations, statutes, ordinances,

covenants, conditions or restrictions of any governmental or quasi governmental entity; or (iv) the Assets' or their operation's compliance with any applicable labor laws.

(ii) BUYER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT, WITH RESPECT TO THE ASSETS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF TITLE, POSSESSION, QUIET ENJOYMENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE ASSETS OR WITH RESPECT TO COMPLIANCE OF THE ASSETS WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAW, RULE OR REGULATION, ORDER OR REQUIREMENT, INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE

(iii) Except with respect to any specific obligations of Seller under this Agreement or the Escrow Agreement, Buyer does hereby release, and forever discharge Seller, its employees, representatives, agents, sub-agents, successors, assigns and attorneys from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the person or property of Buyer and Buyer's employees, agents and representatives arising out of, or in any way relating to, any of the matters referred to in this Section 6.2 as not being the responsibility of Seller.

(iv) Except as otherwise set forth in the Escrow Agreement, Buyer acknowledges Seller shall not be obligated to pay, either prior to or after the Closing, any sums or perform any work with respect to any portion of the Assets for any reason whatsoever.

#### ARTICLE VII - CLOSING CONDITIONS

7.1 Seller's Conditions to Closing. Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

(a) All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) All of the covenants and obligations that Buyer is required to perform or comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.



(c) Every consent which Buyer needs to obtain in order to consummate the transactions contemplated by this Agreement shall have been obtained and shall be in full force and effect. Copies of all such consents shall have been delivered to Seller prior to the Closing.

(d) Buyer shall have delivered to Seller a certificate of an officer of Buyer dated the Closing Date certifying that all conditions set forth in Section 7.2 have been satisfied or waived.

(e) There shall not be in effect any law or regulation or any injunction or other order that (i) prohibits the consummation of the transactions contemplated hereby and (ii) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

7.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Assets and take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the of the Closing as if then made.

(b) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

(c) Every action which Seller needs to take in order to consummate the transactions contemplated by this Agreement shall have been taken or completed (including the lapse of any notice, grace or cure period) and shall be in full force and effect, including, but not limited to, declaring a default under its Loan Documents, taking possession of the Assets, notifying all parties entitled to notice under the UCC regarding this Agreement or any of the transactions contemplated by this Agreement, and, if necessary, obtaining from the Company or any guarantor a waiver of any right of redemption under UCC § 9623 or otherwise. Copies of all notices, demands and all other authenticated records, documents or instruments relating to the foregoing shall have been delivered by Seller to Buyer prior to Closing.

(d) Seller shall have delivered to Buyer a certificate of an officer or Seller dated the Closing Date certifying that all conditions set forth in Section 7.1 have been satisfied or waived.

(e) There shall not be in effect any law or regulation or any injunction or other order that (i) prohibits the consummation of the transactions contemplated hereby and (ii) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

## ARTICLE VIII - TERMINATION

8.1 By written notice given prior to or at the Closing, this Agreement may be terminated as follows:

- (a) by mutual consent of Buyer and Seller;
- (b) by Buyer if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer. If Buyer validly terminates this Agreement pursuant to this Section 8.1(b), Seller shall return the \$105,000 in deposits paid pursuant to Section 1.3 of this Agreement unless the Buyer is in material breach of this Agreement;
- (c) by Seller if a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller; OR
- (d) by either party if the Closing has not occurred on or before February 10, 2006 or such later date as the parties may agree upon, unless the terminating party is in material breach of this Agreement.

8.2 Each party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 8.2 will survive, provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the nonterminating party or because one or more conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

## ARTICLE IX - ADDITIONAL COVENANTS

9.1 The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall execute and deliver to each other such other documents and do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

## ARTICLE X - MISCELLANEOUS

10.1 Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.2 All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the

appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

If to Buyer, to:

Thomas G. Granville, CEO  
Axion Battery Products, Inc.  
c/o William E. Kelleher, Jr., Esq.  
Cohen & Grigsby, P.C.  
11 Stanwix Street, 15<sup>th</sup> Floor  
Pittsburgh, PA 15222

with a copy (which shall not constitute notice), to:

Cohen & Grigsby, P.C.  
11 Stanwix Street, 15<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Attention: William E. Kelleher, Jr., Esq.

If to Seller, to:

National City Bank of Pennsylvania  
20 Stanwix Street  
Pittsburgh, PA 15222  
Attention: Edward Kitchen

with a copy (which shall not constitute notice), to:

Klett Rooney Lieber & Schorling  
40th Floor, One Oxford Centre  
Pittsburgh, PA 15219-6498  
Attention: James D. Newell, Esq.

10.3 This Agreement, together with the Escrow Agreement, supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter hereof and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parts with respect to the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by the party to be charged with the amendment.

10.4 Any proceeding arising out of or relating to this Agreement or any transaction contemplated hereunder may be brought in the courts of the Commonwealth of Pennsylvania, County of Allegheny, or if it has or can acquire jurisdiction, in the United States District Court for the Western District of Pennsylvania, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of

the proceeding shall be heard or determined only in such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereunder in any other court

10.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.6 The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

10.7 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.8 This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflicts-of-laws principles that would require the application of any other law.

10.9 Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto (except for any permitted successors or assigns)

**SIGNATURES CONTAINED ON NEXT PAGE**

**SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed by the duly authorized officer or manager of each of the parties as of the Effective Date.

**BUYER:**

AXION BATTERY PRODUCTS, INC.

By: 

Name: Thomas G. Granville

Title: President

**SELLER:**

NATIONAL CITY BANK OF PENNSYLVANIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

104171.3

SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed by the duly authorized officer or manager of each of the parties as of the Effective Date

**BUYER:**

AXION BATTERY PRODUCTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

NATIONAL CITY BANK OF PENNSYLVANIA

By: 

Name: EDWARD S. KIRCHO

Title: VICE PRESIDENT

1041771.3

EXHIBIT "A"

List of Purchased Assets

The Assets purchased pursuant to the foregoing Asset Purchase Agreement include, but are not limited to, (i) approximately 50,000 lbs. of 1.800 Specific Gravity acid in the bulk storage tank and 20,000 lbs. of lead oxide in the oxide hopper located at the Company's facility in New Castle, Pennsylvania, (ii) miscellaneous shop and office supplies, equipment, inventory, tools and similar items, to the extent not listed below, and (iii) the following:

SEE ATTACHED

## NON MANUFACTURING ASSETS

8/3/05

### MAIN OFFICE

- 2: Dell Dimension 2350 computers
- 2: Dell monitors
- 2: Dell keyboards w/ mouse
- 1: HP Lazerjet 1100 printer
- 1: HP Lazerjet 4 printer
- 1: Brother Intellifax 1270 fax
- 1: IBM Selectric II typewriter
- 1: ADP digital timeclock & software
- 1: Samsung microwave
- 5: Steel Case 60" x 30" office desks w/ side tables and partitions
- 5: secretary chairs
- 5: phones
- 2: 2 drawer Hon file cabinets
- 5: 4 drawer Hon file cabinets
- 8: 3 drawer Cole-Steel file cabinets

### COMPUTER OFFICE

- 1: Cisco Series 1700 router
- 1: UNIX WES server (previous system)
- 1: Keytronic keyboard
- 1: Dell keyboard
- 1: Dell monitor
- 1: Dell Dimension GX260R computer
- 1: Systemax monitor
- 1: Systemax keyboard w/ mouse
- 1: Systemax Venture computer w/ speakers
- 1: Sharp calculator
- 1: American Power Conversion PC UPS back up
- 1: Okidata Microline 591 invoice printer w/ stand
- 1: Lexmark Z51 printer
- 1: 60" x 30" 5 drawer office desk w/ side table
- 1: wood 30" x 60" executive desk
- 3: cloth arm chairs
- 1: secretary chair
- 2: phones
- 1: wall mounted key safe
- 6: 2 drawer filing cabinets
- 2: 72" x 28" book shelves

### RECEPTION AREA

- 2: leather guest chairs
- 1: end table and lamp
- 1: 60" x 30" table
- 2: arm chairs
- 1: secretary chair
- 1: Lucent 34 line master phone system
- 1: Systemax Venture computer
- 1: Systemax monitor
- 1: Microsoft keyboard w/ mouse
- 1: HP Lazerjet 4 printer
- 1: IBM Selectric II typewriter
- 1: 30" x 60" Haskell 4 drawer office desk w/ side table



1: Haskell 2 drawer filing cabinet

SERVICE CENTER WAITING ROOM

1: 30" x 40" cabinet  
1: 24" x 36" coffee table  
2: 24" x 24" end tables  
4: arm chairs  
1: Toshiba 21" color tv  
1: Emerson quiet cool wall air conditioner

SERVICE CENTER

1: Dell Dimension computer  
1: Dell monitor  
1: Dell keyboard & mouse  
1: Motorola Maxtrac 2 way radio base station  
1: Star register slip machine  
1: Monroe 2175 calculator  
1: NCR cash register machine  
1: phone  
1: Okidata Microline 591 invoice printer

CONFERENCE ROOM

2: 36" x 96" tables  
9: arm chairs  
1: Lucent conference phone  
1: phone  
1: Samsung 14" color TV / VCR  
1: Packard Bell E153 computer  
1: Dell keyboard w/ mouse  
1: Sony Trinitron monitor  
1: Canon P100 calculator  
1: 24" x 20" wood cabinet  
1: Whirlpool wall mount air conditioner

COPIER ROOM

1: Savin 9035DL copier w/ cabinet  
1: GBC Shredmaster 1026 w/ cabinet  
1: IBECO Comb Style brochure binding machine  
1: paper cutter  
3: 36" x 42" locking cabinets  
1: 36" x 36" wood book shelf

PAYROLL OFFICE

1: 60" x 30" 5 drawer office desk  
2: office chairs  
1: Dell monitor  
1: Dell Dimension 2350 computer w/ speakers  
1: phone  
1: 23" x 25" locking cabinet  
1: Dell keyboard w/ mouse  
1: 4 drawer filing cabinet  
1: 2 drawer filing cabinet  
1: Texas Instruments calculator  
1: HP Laserjet 1100 printer  
Assorted PC software

BASEMENT OFFICE

- 1: 24" x 48" 5 drawer desk
- 1: Systemax Elite computer
- 1: Systemax monitor
- 1: Systemax keyboard
- 1: Cloth desk chair
- 1: HP Laserjet 2 printer
- 1: 24" x 72" wood book shelf
- 1: 2 drawer file cabinet
- 1: phone
- 1: Smith Corona typewriter
- 1: GE wall mount air conditioner
- 2: cloth arm chairs
- 1: 24" x 48" wood table
- 1: 30" x 60" 2 drawer desk
- 1: 10 drawer architectural drawing file cabinet

**EMPLOYEE OFFICES**

**OFFICE (DM)**

- 1: wood 60" x 30" executive desk w/ side table
- 1: wood end table
- 1: 60" x 20" wood credenza
- 1: cloth arm chair
- 3: leather arm chairs
- 1: phone
- 4: ITON 2 drawer cabinets
- 1: Dahle 20303SG shredder
- 1: Sharp UX-510 fax machine
- 1: HP Laserjet 1100 printer
- 1: Systemax Venture computer
- 1: Systemax Venture keyboard w/ mouse
- 1: Systemax Venture monitor
- 1: Canon MP12D calculator
- 1: American Power Conversion UPS PC back up

**OFFICE (SP)**

- 1: 30" x 60" 4 drawer desk w/ side table
- 1: Systemax Venture computer
- 1: Systemax Venture monitor
- 1: Microsoft keyboard w/ mouse
- 2: cloth arm chairs
- 1: 24" x 60" desk / 2 filing cabinets
- 1: 28" x 72" wood book shelf
- 1: 2 drawer filing cabinet
- 1: 72" x 36" 2 door locking cabinet
- 1: IBM Selectric II typewriter
- 1: Monroe 2830 calculator
- 1: phone

**OFFICE (CM)**

- 1: 60" x 30" 5 drawer desk
- 1: 40" x 40" wood book shelf
- 1: HP Laserjet 1100 printer
- 1: phone
- 1: Dell Dimension XPS R450 computer
- 1: Canon calculator
- 3: cloth arm chairs
- 1: Dell keyboard w/ mouse

- 1: Dell monitor
- 2: HON 4 drawer filing cabinets
- 2: Steelcase 4 drawer filing cabinets
- 1: Brother Intellifax 1250 fax machine

OFFICE (SH)

- 1: wood executive 30" x 60" desk w/ side table
- 1: 30" x 20" wood book shelf
- 1: 30" x 20" wood cabinet
- 2: 60" x 30" wood credenzas
- 2: leather arm chairs
- 1: cloth arm chair
- 1: 30" x 20" wood end table
- 1: 18" x 36" wood table
- 3: 4 drawer filing cabinets
- 1: phone
- 1: American Power Conversions UPS PC back up
- 1: HP Scanjet 4470C D265 scanner
- 1: Dell Optiplex 6X 260 computer w/ speakers
- 1: Dell keyboard w/ mouse
- 1: Dell monitor
- 1: Canon calculator
- 1: Dell Inspiron 7000 laptop computer w/ softcase
- 1: HP Business Inkjet 1100 printer
- 1: Brother Intellifax 1270 fax machine

OFFICE (KD)

- 1: 30" x 60" 5 drawer desk w/ side table
- 1: 28" x 72" wood book shelf
- 2: cloth arm chairs
- 1: Dell Dimension 2350 computer w/ speakers
- 1: 20" x 20" end table
- 1: 3 drawer filing cabinet
- 1: Dell keyboard w/ mouse
- 1: Dell monitor
- 1: phone
- 1: HP Laserjet 1100 printer
- 1: Monroe 3140 calculator

OFFICE (BS)

- 1: 30" x 60" wood desk w/ shelving
- 1: 45" x 30" 4 drawer desk
- 1: Systemax Venture computer w/ speakers
- 1: Systemax Venture keyboard w/ mouse
- 1: Systemax Venture monitor
- 1: Okidata Microline 591 printer
- 1: cloth arm chair
- 1: Panasonic KX-FP200 fax machine
- 1: HP Deskjet 682 C printer
- 1: Canon 745 printer
- 1: phone
- 1: Frigidaire wall mounted air conditioner
- 1: 72" x 24" wood bookshelf
- 3: 2 drawer file cabinets

OFFICE (DB)

- 1: 30" x 60" executive wood desk w/ side table

- 1: 24" x 24" wood end table
- 1: phone
- 3: cloth arm chairs
- 1: HP Lazerjet 4 printer
- 1: Systemax Venture computer w/ speakers
- 1: Systemax Venture keyboard w/ mouse
- 1: Systemax Venture monitor
- 1: Sharp UX-510A fax machine
- 1: Canon calculator

OFFICE (KY)

- 1: Okidata Microline 395 printer
- 1: Dell dimension P1101 computer
- 1: Systemax Venture computer
- 1: Viewsonic E70FB monitor
- 1: Tiger Monitor
- 1: Keytronic keyboard w/ mouse
- 2: phones
- 1: 2 drawer file cabinet
- 1: Monroe calculator
- 1: HP Lazerjet 1100 printer
- 1: Sharp UX-510 fax
- 1: 30" x 54" 2 drawer desk
- 1: 19" x 36" computer desk
- 1: 40" x 20" table
- 1: 21 x 60" office desk
- 3: office chairs

OFFICE (KS)

- 1: Dell Dimension V250 computer
- 1: HP Lazerjet 4 printer
- 1: Dell Monitor
- 1: Dell Keyboard w/ mouse
- 1: phone
- 1: Texas Instruments calculator
- 1: 60" x 30" D1005 drawer office desk
- 1: 2 drawer Martin file cabinet
- 2: office chairs
- 1: 24" x 24" table

MAINTENANCE OFFICE

- 2: Systemax Venture computers w/ speakers
- 3: Systemax monitors
- 1: Dell Optiplex GX260 computer w/ speakers
- 1: Dell monitor
- 2: Dell Keyboards w/ mouse
- 1: Dell Dimension M166A computer
- 1: Dell P1011 computer
- 1: Packard Bell monitor
- 3: phones
- 1: Microsoft keyboard w/ mouse
- 2: Systemax keyboards w/ mouse
- 1: Okidata Microline 390 Turbo printer
- 1: Lexmark Z31 printer
- 1: Lexmark Z65 printer
- 1: Datamax I Class thermal label printer
- 3: 5 drawer filing cabinets

- 5: 4 drawer filing cabinets
- 2: 2 drawer filing cabinets
- 4: cloth arm chairs
- 5: 30" x 60" 2 drawer desks
- 1: Sharp Z-572 copier
- 2: wall key safes
- 1: Amana wall mount air conditioner

**GARAGE OFFICE**

- 1: Dell Dimension P1101 computer
- 1: Systemax keyboard w/ mouse
- 1: Dell monitor
- 2: 30" x 60" wood book shelves
- 3: 4 drawer filing cabinets
- 1: 45" x 35" 2 drawer desk
- 1: Okidata Microline 390 Turbo printer
- 1: cloth arm chair
- 1: Brother Intellifax 1270 fax machine
- 1: phone
- 1: Sharp EL-334F calculator
- 1: 21" x 28" table
- 1: chair
- 1: IBM Selectric II typewriter

**WAREHOUSE OFFICE**

- 1: 30" x 45" 2 drawer desk
- 2: chairs
- 1: Dell Dimension V350 computer
- 1: Dell monitor
- 1: HP Lazerjet 1101 printer
- 1: Patton portable electric heater
- 2: Dell keyboards
- 2: Canon P10D calculators
- 1: 4 drawer file cabinet
- 1: phone
- 1: 24" x 48" table
- 1: Prodigy Plus thermal label printer
- 1: Dell XPS D266 computer
- 1: Spectrum 761R monitor

**LAB**

- 1: Dell Optiplex GX270 computer w/ speakers
- 1: Dell keyboard
- 1: Dell monitor
- 1: Lexmark Z65 printer
- 1: phone
- 1: 3 drawer filing cabinet
- 1: 2 drawer filing cabinet
- 1: 60" x 30" 5 drawer desk
- 1: 45" x 30" 2 drawer desk
- 2: cloth arm chairs
- 3: 4 drawer filing cabinets

**SHIPPING / FINISHNG DEPARTMENT**

- 1: UPS digital weigh scale
- 3: Dell Monitors
- 1: Dell inkjet printer

- 2: Dell keyboards w/ mouse
- 1: BTC keyboard
- 1: Dell Optiplex GX270 computer
- 1: QuickCharge QPAG-127V/6A charger
- 1: Dell Dimension 466DM computer
- 1: phone
- 1: Dell Dimension P1101 computer
- 1: DataMax I Class thermal label printer
- 1: Datamax Prodigy Plus thermal label printer
- 1: 4 drawer filing cabinet

**CHARGER ROOM**

- 1: Dell Dimension P1101 computer
- 1: Dell keyboard
- 1: Dell monitor
- 1: Dell Dimension P1101 computer

**GRID CASTING DEPARTMENT**

- 1: Dell monitor
- 1: DataMyle Model 953 statistical process control computer
- 1: Datamyle keyboard

**PASTING DEPARTMENT**

- 1: Dell monitor
- 1: DataMyle Model 953 statistical process control computer
- 1: Datamyle keyboard

**DRY CHARGE DEPARTMENT**

- 4: WYSE VT100 video display terminals
- 4: WYSE keyboards

**CAFETERIA**

- 6: 60" diameter tables
- 33: folding metal chairs
- 1: Quaser 23" TV \ VCR
- 1: Sharp window Air conditioner
- 1: 32" x 36" Gibson freezer

**IRWIN WAREHOUSE**

- Merlin Phone system
- CREDIT CARD MACHINE
- CREDIT CARD PRINTER
- CISco 1700 router
- LARge handslip machine
- Westall dsl
- Eltherfast router
- Dell Tower
- Dell computer screen
- OKI Microline printer
- Window A/C
- Garbage Cans
- Paper shredder
- Cannon Copy machine
- Fire System
- Alarm System
- Water heater
- 4 dwawr filing cabinet

4 drawer work desk  
Pencil sharpener  
Fire extinguisher  
Water fountain  
Racking Uprights  
Racking Cross members  
Ladder  
Work bench  
Dolly  
Handcarts  
Six space shelving unit  
Battery chargers  
Extension cords  
Metal cabinets  
5 drawer work desk  
Small handslip machine  
3 Row metal shelving unit  
Casio calculator  
8 Space metal shelving unit  
6 Row wooden shelving unit  
Lawn mower ( push )  
Label printer  
Wooden cabinet  
Wooden desk  
5 space metal shelving unit  
Mop  
Bucket for mop  
Electric floor jack  
Manual floor jack  
Snow shovels  
Brooms  
Acid work station  
Air compressor  
Large fan  
Water hose  
Ramp for loading dock  
Separators for jacks  
Shovels  
1 amp battery chargers  
Hoover vacuum  
Hard hats  
Pressure washer  
Desk chairs  
Booth chairs  
Lexmark printer  
Carts for garage with tools  
Chemical spill barrels  
Eye cleaner on sink  
Post it boards  
Sharple board  
Computer screen ( broken )  
Computer mouse  
Hole punch  
Welding setup  
Battery tester  
3 Ton floor jack  
Jack stand

Outdoor sign  
Outdoor sign lighted  
Heavy duty crimper  
Grinder  
Plastic hand wrap  
Forklift 1 serial # n370283 model # erc040aan36st083  
Assorted tools

**CLEARFIELD WAREHOUSE**

UPRIGHTS  
BEAMS  
UPRIGHTS  
BEAMS  
3 DRAWER FILING CABINET  
FAX MACHINE  
COMPUTER  
CHARGING EQUIPMENT  
TESTING EQUIPMENT  
TOOLS-ASSORTED

**COLLECTOR CAR CAP MOLDS AND TOOLS**

R59 DELCO AGM eye disc and plug ring  
R59 Delco AGM valve & eye  
AUTOLITE cap  
Drip -off insert  
MOPAR cap  
MOPAR cap core  
2SMR53 cap  
Thread tool - hole centered  
Thread tool - hole not centered  
DC12B /Y cap  
29N / 32N POWER PUNCH cap  
29N / 32N POWERPUNCH AGM valve  
DELCO eye  
R59 DELCO main body  
R59 DELCO eye main body  
Flame arrestor holder  
MODEL A, 2LF "FORD" cap mold  
2LF "FILL TO RING" cap mold  
R59 "DELCO" hot stamp vent tooling  
R59 "DELCO" hot stamp eye tooling

**VENDOR, LOCATION**

Frotek, Germany  
Frotek, Germany  
Frotek, Germany  
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Frotek, Germany  
Frotek, Germany  
Frotek, Germany  
Star Glow Industries, New  
Star Glow Industries, New  
Lesco, PA  
Lesco, PA

**COLLECTOR CAR CASE / COVER MOLDS**

MODEL A: Basket, core, & removeable face plates  
2LF: Removeable plates  
2HF: Basket & removeable face plates  
DC-12: Front plate  
DC-12: Removeable face plates  
DC-12: Removeable face plates  
2SMR53: Removeable face plates  
R-59 DELCO: Removeable face plates  
MOPAR 24: Basket, core, & removeable face plates  
MOPAR 27: Basket, core, & removeable face plates  
29NPP: Removeable face plates  
32NPP: Removeable face plates  
24F AUTOLITE: Basket, core, & removeable face plates

**VENDOR, LOCATION**

Vega, Mexico  
Vega, Mexico  
Vega, Mexico  
Vega, Mexico  
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Vega, Mexico  
Vega, Mexico



R-59 DELCO: Cover mold  
MOPAR 24: Cover mold  
MOPAR 27: Cover mold w/ 2 inserts  
AUTOLITE 24F: Cover mold  
2SMR53: 4 Cover mold  
DE1 AGM Draft Eliminator  
DE2 AGM Draft Eliminator  
Compression Spacer

Vega, Mexico  
Vega, Mexico  
Vega, Mexico  
Vega, Mexico  
Vega, Mexico  
Lesco, PA  
Lesco, PA  
Lesco, PA

**16 VOLT CASE / COVER MOLDS**

16 volt container mold  
16 volt cover mold w/ 12 volt insert  
16 volt manifold strip vent mold

**VENDOR, LOCATION**

Richardson Molding, MS  
Richardson Molding, MS  
Richardson Molding, MS

**TRADE SHOW AND SPECIALTY BATTERY DISPLAY ITEMS**

1: Nomadic 10' x 10' trade show booth display  
2: 8' display tables w/ covers & skirts  
1: Honda EB-3500 watt generator  
1: Yamaha Razz scooter  
1: stainless steel 16 volt battery display table  
1: 10' x 20' EZ UP tent  
2: 36" x 36" x 60' outdoor specialty battery tower displays  
2: 42" x 42" x 72" wooden display material shipping containers  
Assorted display batteries

**MISCELLANEOUS HAND BURN COMBS / MOLDS**

23: Combs & set ups for Tiegel hand burn racks  
30: Tiegel rotary caster molds

**MISCELLANEOUS EQUIPMENT**

1: 48' Great Dane smooth side trailer (PA licensed)  
2: 48" storage trailers  
1: Albert Air Conveyor 60,000 lbs. oxide hopper installed on roof  
5 skids: Miscellaneous computer components, phones, and parts  
Assorted hand tools and equipment for state inspections,  
brakework, and light auto repair.

**NEW CASTLE BATTERY MFG. CO.**

Manufacturing / Printers only

SKU	QTY	DESCRIPTION
015000	1	CASTING
015001	1	CASTING
015002	1	CASTING
015003	1	CASTING
015004	1	CASTING
015005	1	CASTING
015006	1	CASTING
015007	1	CASTING
015008	1	CASTING
015009	1	CASTING
015010	1	CASTING
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015019	1	CASTING
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015199	1	CASTING
015200	1	CASTING

TRADEMARK

REEL: 003469 FRAME: 0449

**WIRTSCHAFTS**  
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**WIRTSCHAFTS**  
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**WIRTSCHAFTS**  
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**WIRTSCHAFTS**  
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**WIRTSCHAFTS**  
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**NEW CASTLE BATTERY CONTAINER AND COVER INVENTORY**

11/11/2005

Quantities are approximate

containersandcoverinventory11305.xls

ITEM	DESCRIPTION	QUANTITY
<b>TULIP CORPORATION BATTERY CONTAINER INVENTORY</b>		
A1120-53330	GRP 2 6V 2 000 X 7 135	104
A1350-22130	GRP 3ET 1 350 X 8.425	328
A2272-69923	GRP 27 1 85 X 7 91 HEAVY DUTY END WALL	881
A9012-80300	GRP 1 HARD RUBBER	342
<b>TULIP CORPORATION BATTERY COVER INVENTORY</b>		
C0183-4195	GRP 24F, BLACK	746
C0724-0235	GRP 74, BLACK	296
C1010-4500	GRP 1 6V, BLACK	268
C1018-4400	GRP 8V1, BLACK, PUSH CAP STYLE	184
C1128-4660	GRP 8V2, BLACK, PUSH CAP STYLE	176
C1514-4315	GRP 4, BLACK, PUSH CAP STYLE	57
C0278-4180	GRP 27F	40
C1350-5130	GRP 3ET PUSH STYLE CAP	248
C5880-0350	GRP 89 FOAM	300
C1350-4130	COVER 3ET PUSH STYLE CAP	61
C5284-0500	CH27M LS FT OFFSET W/ EYE	534
CO710-0215	GP 72	42
CO284-0530	H27M LSM DUAL W/O EYE	75
CO749-0145	CH75 MANIFOLD W/O EYE	88
C1260-0790	CH31 MARINE RED W/ EYE	320
CO197-0110	GRP 24 MARINE BLACK	69
CO272-4150	GRP 27 BLACK	202
CO155-4458	GRP 34 W/ EYE HANDLE POD BLACK	60
C1128-4660	GRP 8V2 PUSH CAP	60
<b>RICHARDSON MOLDING BATTERY CONTAINER INVENTORY</b>		
MK0314	GRP 3EH 2 580 X 7.210, BLACK	56
MK0349	GRP 24 1 090 X 7.525 AUTOMOTIVE, BLACK	192
MK0367	GRP 24 0.865 X 7 525 AUTOMOTIVE, BLACK	45
MK0400	GRP 3EE 1 030 X 7.210, BLACK	197
MK0436	GRP 22F 1 302 X 6.850, BLACK	280
MK1167	GRP 31 2 031 X 5.533 6" FRONT BLACK	432
MK1215	GRP 4D 3 406 X 7.710	54
MK1232	GRP 22NF 0 990 X 7 525, BLACK	126
MK1402	GRP 51 1 350 X 7.028, BLACK	187
MK1430	GRP 27 1 821 X 7.525 MARINE BLACK	13
MK4134	GRP 24 16V AGM BLACK	390
MK4150	GRP 24 16V AGM BLACK TALC	624
MK4151	GRP 24 16V POLY RED	227
<b>RICHARDSON MOLDING BATTERY COVER INVENTORY</b>		
MK0545	GRP 4D C1588-4380	80
MK0622	GRP 16V 3 POST RED	18
MK0673	GRP 3EE	244
MK0952	GRP 16V 2 POST RED	400
MK1245	GRP 35, BLACK	89
MK1246	GRP 75, MANIFOLD BLACK	284
MK1238	GRP 22NF 1 270 X 7 525	64
MK1315	GRP 27 D/T MARINE BLACK	99
MK1319	GRP U1 BLACK LEFT	375

**TRADEMARK**

**REEL: 003469 FRAME: 0453**

MK1327	GRP 22NF, BLACK	189
MK1330	GRP 22F, BLACK	315
MK1331	GRP 24 D/T MARINE, BLACK	296
MK1849	GRP 65, BLACK 1377-4731	34
MK1867	GRP 24F, BLACK	144
MK1881	GRP 51, BLACK	143
MK1882	GRP 51R, BLACK	93
MK1884	GRP 24, BLACK 1372-4511	204
MK3354	GRP 31 D/T MARINE BLACK	236
MK4155	GRP 24 D/T MARINE AGM	204
MK4156	GRP 27 D/T MARINE AGM	763
MK4148	GRP 16V AGM BLACK TALC	667
MK2178	HS-27C-P-A-RED	195
MK3381	24 MARINE D/T RED	156
MK3382	COVER 27 DT RED	78
MK0632	HS 31 STUD EYE	83
MK1323	HS GP35R BLACK	356
MK2635	GP 25 BLACK	49
MK3381	HS 24 C P MAR DT RED	385
MK1193	8D	100
MK1897	HS 74P A / RED	102

*ACCUMA, INC BATTERY CASE INVENTORY*

3670.06	GRP U1 0.780 X 5.940 BLACK	224
3682.03	GRP U1 0.550 X 5.940 BLACK	53
3851.03	GRP 4D PUSH CAP BLACK	13
3878.01	GRP 36LB WHITE	174
2170.02	GRP 26 0.930 X 6.582 BLACK	90
2170.06	GRP 70 .930 X 6.582 BLACK	199
2291.01	GRP 34 1.500 X 6.522 BLACK	41

*ACCUMA, INC BATTERY COVER INVENTORY*

2085.01	GRP 65 BLACK	100
2270.01	GRP 34 MANIFOLD PUSH CAP BLACK	2169
2270.03	GRP 78 MANIFOLD PUSHCAP BLACK	14
2270.5	GRP 24 MANIFOLD PUSH CAP BLACK	720
2313.03	GRP 70 CENTERLINE PUSHCAP BLACK	34
3036.01	GRP 36LB RED	518
3671.07	GRP U1 LEFT BLACK	416
3671.08	GRP U1 RIGHT BLACK	548
3724.04	GRP 8D PUSH CAP BLACK	95
3851.03	GRP 4D PUSH CAP BLACK	13
3853.06	GRP 58R BLACK	164
2142.01	GRP 26 MANIFOLD BLACK	858
3653.02	GRP 58 BLACK	408
3724.03	GRP 8D PUSH CAP BLACK	208
2313.01	GRP 26 CENTERLINE PUSHCAP BLACK	372
2313.03	GRP 70 CENTERLINE PUSHCAP BLACK	420
2262.01	GRP 31	504
2316.02	GRP 25	460

*VEGA HARD RUBBER CONTAINER INVENTORY*

NC1005	24RT 0213-5117	139
NC1426	CASE 2LF 0122-5880	153
NC1465	2HF 0126-5880	348
NC1848	MODEL A 0012-5880	4
NC1866	4EH 0166-5201	126
NC1873	19L	720
NC1921	17HF	468

NC1927	DC12WF 0213-5880	182
NC1928	DC12NF 0213-5881	163
NC1954	2SMR53 0213-5882	78
NC1978	R59 0213-5883	18
NC1982	MOPAR 24 0213-5901	515
NC1983-NR	MOPAR 27 NO REST UP	245
NC1990	53K 001990	540
NC1992	29N 001992	240
NC1994	AUTOLITE 24 0252-5880	73
NC2006	17TF T12 0434-5201	462
NC2646	2E	347
NC2847	2N 2.260 X 7 060	197
NC2457	16TF 0431-5101	84

*VEGA HARD RUBBER COVER INVENTORY*

NC2025	2SMR / DC12 TERM NEG	225
NC2026	2SMR / DC12 TERM POS	206
NC2027	2SMR / DC12 INT LEFT	317
NC2028	2SMR / DC12 INT RIGHT	167
NC2228	17HF TERM 1303-2311	788
NC2229	17HF INT 1303-2312	748
NC2350	AUTOLITE 24 1370-3288	287
NC2362	MOPAR 27 EARLY 65-68	315
NC2365	MOPAR 27 LATE 69-73	356
NC2382	MOPAR 24 1370-3299	594
NC2422	4EH 1370-3726	130
NC2431	29N	50
NC2467	53K 002467	436
NC2475	19L 1370-3777	734
NC2650	2E PUSH CAP STYLE	367
NC2661	2LF 1308-2102	298
NC2664	2HF 1308-2104	67
NC2457	17TF 002457-32-T12	618
NC2232	8V2 58-8VFTT 1305-2314-1108	540
	2SM TERM.	708
	2SM INT.	600
	2N TAPA 2N UNIT	234



**SEPARATOR INVENTORY**

11/8/2005

Quantities are approximate

separatorInventory11085.xls

**ENVELOPE ROLL STOCK**

PART #	DESCRIPTION	FEET
<b>DARAMIC</b>		
025-640-006	025 O/A 640 W 006 B/W	43200 + 2 PARTIAL ROLLS
028-640-006	028 O/A 640 W 006 B/W	277300 + 6 PARTIAL ROLLS
035-640-006	035 O/A 640 W 008 B/W	88000 +1 PARTIAL ROLL
037-640-010	037O/A 640 W 010 B/W	10800
037-675-008	037 O/A 675 W 008 B/W	52500
040-640-007	040 O/A 640 W 007 B/W	32900
040-675-008	040 O/A 675 W 008 B/W	70000
045-488-006	045 O/A 488 W 006 B/W	28000
045-640-006	045 O/A 640 W 006 B/W	71500
048-640-006	048 O/A 640 W 006 B/W	121900
050-640-006	050 O/A 640 W 006 B/W	218400
050-640-006G	050 O/A 640 W 006 B/W W/ GLASS	60100
052-488-006	050 O/A 488 W 006 B/W	62700
055-640-007	050 O/A 640 W 007 B/W	52500
060-640-008	060 O/A 640 W 008 B/W	72423
065-640-008	065 O/A 640 W 008 B/W	44800
070-640-012	070 O/A 640 W 012 B/W	46200
GLASSMAT	KELAR (B-10 X 5 19/32)	103350
<b>HOLLINGSWORTH &amp; VOSE AGM ROLL STOCK w/ ENERGYGUARD</b>		
1.52MM x 6 125"	1.52 mm O/A 6.125"W	50153
1.70MM x 6 125"	1.70 mm O/A 6.125"W	37967
1.80MM x 6 125"	1.80 mm O/A 6.125"W	77092
<b>ENTEK ROLL STOCK</b>		
75-15-640	075 O/A 640 W 015 BW	627000
88-15-640	088 O/A 640 W 015 BW	270000

**COLLECTOR CAR LEAF SEPARATOR**

*MICRO-POR SIL Leaf Separator Inventory*

SIZE	PCS / BOX	THICKNESS	# BOXES	TOTAL QTY.
4.75 x 5.865	1388	0.065"	7	9716
5.25 x 5.865	2400	0.035"	5	12000
	2420	0.035"	9	21780
	1816	0.049"	16	29056
	1604	0.060"	2.5	4010
	1179	0.065"	8	9432
	1312	0.068"	6	7872
4.400 x 5.062	2240	0.046"	31.5	70560
	1344	0.078"	7	9408

NEW CASTLE BATTERY VENT CAP AND ACCESSORIES INVENTORY

11/11/2005

Quantities are approximate.

ventcapandaccessoriesInventory111105.xls

ITEM	DESCRIPTION	QUANTITY
<b>RICHARDSON MOLDING INVENTORY</b>		
MK001251	35/75 MANIFOLD BLACK 2355-4102	7600
MK000889	34/78 HANDLE BLACK	4500
MK000858	31-FDH-BLACK HANDLE 6839-4155	3250
MK004082	31 MANIFOLD VENT	464
MK000841	31 TERMINAL CAP BLACK	12800
MK000842	31 TERMINAL CAP RED	25200
MK000888	34/78 HANDLE CLIP 6897-4686	34000
MK004138	31 FILLER PLUG RED	19500
MK004137	31FP FILLER PLUG W/ GASKET BLACK	13000
<b>TULIP CORPORATION INVENTORY</b>		
E9700-600	E HANDLE 31 EURO BLACK 236-033100	450
E9700-200	E HANDLE 24 MARINE BLACK 236-038902	1400
<b>ACCUMA INVENTORY</b>		
3993 03	SCREW IN VENT, 36LB, 18MM, WHITE	13000
2273 02	HANDLE GRP 34 - 26 MANIFOLD BLACK	3600
3034 01	POST PROTECTOR FOR 36LB WHITE	3300
<b>FROTEK INVENTORY</b>		
CAP021	AGM MARINE VALVE S18	23000
CAP020	AGM PPV VALVE 16V CLEAR	17500
CAP022	AGM VENT CAP DELCO R59	2000
CAP 023	AGM VENT CAP DELCO R59 EYE	400
CAP024	AGM VENT CAP DELCO 2SMR53	1000
CAP 025	AGM VENT CAP DELCO DC12B	800
CAP 026	AGM VENT CAP DELCO DC12Y	800
CAP001	VENT CAP MODEL A, 2LF FORD	600
CAP002	VENT CAP FORD 2HF FD2 012-030	1500
CAP003	VENT CAP DELCO GRAY DISC R89	2600
CAP004	VENT CAP DELCO EYE NO PRINT PLAIN R89	200
CAP006	VENT CAP RED PRINT STD CAP R59	50
CAP007	VENT CAP DELCO YELLOW W BLACK LETTER	200
CAP009	VENT CAP DELCO PLAIN YELLOW 2SMR53	100
CAP010	VENT CAP AUTOLITE RED	1000
CAP011	VENT CAP MOPAR RED	250
CAP012	VENT CAP MOPAR YELLOW	2500
CAP 013	VENT CAP MOPAR GREEN	500
CAP014	VENT CAP 29NPP RED	1200
CAP015	VENT CAP 32N YELLOW	500
CAP016	AGM VENT CAP MOPAR GREEN	6000
CAP017	AGM VENT CAP MOPAR YELLOW	7000
CAP018	AGM VENT CAP MOPAR RED	4000
CAP019	AUTOLITE AGM VALVE	1100

**COLLECTOR CAR & 16 VOLT CASE / COVER INVENTORY**

11/3/2005

collectorcar\_16vcasecoverinventory.xls

**COLLECTOR CAR CASE / COVER INVENTORY**

TYPE	CASE QTY.	CASE PART #	COVER QTY.	COVER NC PART#	VEGA #
AUTOLITE 24	73	0252-5880	287	NC2350	1370-3288
MOPAR 24	515	0213-5901	594	NC2382	1370-3299
R59	18	0213-5883		NC2399	1370-3651
MOPAR 27	245	0216-5901 NR	315	NC2362	2362-EARLY
			356	NC2365	2362-LATE
DC12NF	163	0213-5881	206	NC2026	1301-2251 - POS
			317	NC2027	1301-2252 - RIGHT
			167	NC2028	1301-2253 -LEFT
			225	NC2025	1301-2254 - NEG
2SMR53	78	0213-5882	(SAME AS DC12NF)		
DC12	182	0213-5880	(SAME AS DC12NF)		
MODEL A	4		0		1306-2101 TERM.
			0		1306-2102 INT.
2LF	153	0122-5880	298	NC2661	1308-2102
2HF	348	0126-5880	67	NC2664	1308-2104
	1779		2832		

**16 VOLT CASE / COVER INVENTORY**

TYPE	CASE QTY.	CASE PART #	COVER QTY.	COVER NC PART#
AGM16V	390	MK4134	826	MK4148
	624	MK4150		
16V24-DC RED	227	MK4151	400	MK0952
16V324-DC RED		(SAME AS 16V24)	18	MK0822
	1241		1244	

		ASSETS CURRENTLY IN POSSESSION OF COMMERCIAL BATTERY					
		2/10/2006					
ITEM		DETAILS		QTY			
NEW CASTLE WAREHOUSE							
RACKING							
	UPRIGHTS		NEW CASTLE		34		
	BEAMS		NEW CASTLE		116		
SHELVING	ABCDEF 3' X 7'		BAG AND LABEL STORAGE		6		
(METAL)	G 4' X 2'				1		
DESK	STAND UP DESK 3' X 4'				1		
CONVEYER	BLUE ROLLER CONVEYER 20'				1		
SHELVING	3' X 7'		TERMINAL STORAGE		1		
(WOOD)	3' X 7'		TOOL STORAGE		1		
	30" X 6'		CLEANING AND STORAGE		1		
	41" X 15" FILE		CUSTOMER RECEIPTS		1		
	41" X 5'		COUNTER TOP		1		
FILE	52" X 15" FILE				1		
SHELVING	3' X 7'		MOTORCYCLE & SLA		18		

ITEM		DETAILS	QTY
(METAL)			
BENCH	66" X 27" WITH GRINDER AND VISE		1
CART	17" X 32" PLASTIC	INSTALLATION OF BATTERIES	2
CART	33" X 38"	INSTALLATION OF BATTERIES	1
MACHINE	RUNDOWN MACHINE FOR INDUSTRIAL REPAIRS PLUSKOTA		1
CHARGER	MULTI CELL INDUSTRIAL RECO		1
CABINET	43" X 5' FLAMMABLE STORAGE CABINET	PAINT THINNER	2
BENCH	L SHAPED WORK BENCH W/ VISE	BATTERY REPAIRS	1
CONVEYER	3' X 10'	CHARGING	1
CONVEYER	1' X 8'	CHARGING	1
WRAPPER	SERIES 5 MODEL 5.1 LIBERTY SKID WRAPPER SN 02-95-1635	STRETCH WRAPPING	1

ITEM		DETAILS		QTY
TRUCK	YALE SITDOWN FORK TRUCK UNIT 6 W/CHARGER SN N413331	MOD ERC040ABN36SE063		1
	YALE STANDUP CLOSE AISLE UNIT #5 W/CHARGER SN N424576 (first choice)	MOD NS040MAN245T107		1
TRUCK				
SHIPPING	PALLET JACK-ORANGE	SN0439975		1
SHIPPING	PALLET JACK-YELLOW MODEL 50	SNC21027-96		1
SHIPPING	2 WHEEL DOLLY-YELLOW			1
SHIPPING	2 WHEEL DOLLY-GREEN			1
SHIPPING	4 WHEEL CART			1
ITEM		DETAILS		QTY
PC		BRAD		1
PC		KIM Y		1
PC		KIM S		1
PC		TIM G		1
PC		LABELS		1
PC		SERVICE		1
PC		DAVE B		1

ITEM		DETAILS		QTY
	PRINTER		BRAD	1
	PRINTER		KIM Y	1
	PRINTER		KIM S	1
	PRINTER		TIM G	1
	LABEL PRINTER		LABELS	1
	PRINTER-INVOICES+C55		KIM Y	
	PRINTER		SERVICE	1
	PRINTER		DAVE B	1
	DESK		BRAD	1
	DESK		KIM Y	1
	DESK		KIM S	1
	DESK 40 X 35 METAL		TIM G	1
	DESK 40 X 35 METAL		CRAIG A	1
	DESK		DAVE B	1
	MONITOR		BRAD	1
	MONITOR		KIM Y	1
	MONITOR		KIM S	1
	MONITOR		TIM G	1
	MONITOR		LABELS	1
	MONITOR		SERVICE	1
	MONITOR		DAVE B	1
	TELEPHONE		BRAD	1
	TELEPHONE		KIM Y	1
	TELEPHONE		KIM S	1
	TELEPHONE		TIM G	1

ITEM		DETAILS		QTY
	TELEPHONE		SERVICE	1
	TELEPHONE		DAVE B	1
	FILE CABINET-standard		BRAD	1
	FILE CABINET-2 DRAWER(HORIZONTAL)		KIM Y	1
	FILE CABINET-3 DRAWER HORIZONTAL		KIM S	2
	FILE CABINET-2 DRAWER (HORIZONTAL)		TIM G	2
	FILE CABINET-standard		DAVE B	1
	WORK TABLE		BRAD	1
	WORK TABLE		KIM Y	1
	WORK TABLE		KIM S	1
	WORK TABLE		TIM G	1
	WORK TABLE		SERVICE	1
	WORK TABLE		DAVE B	1
	CALCULATOR		BRAD	1
	CALCULATOR		KIM Y	1
	CALCULATOR		KIM S	1
	CALCULATOR		TIM G	1
	CALCULATOR		SERVICE	1
	CALCULATOR		DAVE B	1
	FAX		BRAD	1
	FAX		KIM Y	1
	CHAIR, SWIVEL		KIM Y	1
	CHAIR, SWIVEL		KIM S	1
	CHAIR, SWIVEL		TIM G	1
	CHAIR, SWIVEL		CRAIG A	1



ITEM		DETAILS		QTY
	CHAIR, SWIVEL		DAVE B	1
	CHAIR, SWIVEL		BRAD	1
	CHAIR, STRAIGHT		KIM Y	1
	CHAIR, STRAIGHT		KIM S	1
	CHAIR, STRAIGHT		TIM G	1
	CHAIR, STRAIGHT		CRAIG A	1
	CHAIR, STRAIGHT		DAVE B	1
	CHAIR, STRAIGHT		BRAD	1
	TELEPHONE		BRAD	1
	TELEPHONE		KIM Y	1
	TELEPHONE		KIM S	1
	TELEPHONE		TIM G	1
	TELEPHONE		WHSE	1
	TELEPHONE		SERVICE	1
	TELEPHONE		DAVE B	1
	WASTE BASKET		BRAD	1
	WASTE BASKET		KIM Y	1
	WASTE BASKET		KIM S	1
	WASTE BASKET		TIM G	1
	WASTE BASKET		SERVICE	1
	WASTE BASKET		DAVE B	1
	TRASH CONTAINER		SERVICE	1
	TRASH CONTAINER		WHSE	1
	STAPLER		BRAD	1
	STAPLER		KIM Y	1

ITEM		DETAILS		QTY
	STAPLER		KIM S	1
	STAPLER		TIM G	1
	STAPLER		SERVICE	1
	STAPLER		DAVE B	1
	IRWIN WAREHOUSE			
	Merlin Phone system		IRWIN WAREHOUSE	4
	CREDIT CARD MACHINE		IRWIN WAREHOUSE	1
	CREDIT CARD PRINTER		IRWIN WAREHOUSE	1
	CIscO 1700 router		IRWIN WAREHOUSE	1
	LArge handslip machine		IRWIN WAREHOUSE	1
	Westall disl		IRWIN WAREHOUSE	1
	Eietherfast router		IRWIN WAREHOUSE	1
	Dell Tower		IRWIN WAREHOUSE	4
	Dell computer screen		IRWIN WAREHOUSE	4
	OKI Microline printer		IRWIN WAREHOUSE	3
	Window A/C		IRWIN WAREHOUSE	1
	Garbage Cans		IRWIN WAREHOUSE	5
	Paper shredder		IRWIN WAREHOUSE	1
	Cannon Copy machine		IRWIN WAREHOUSE	1
	Fire System		IRWIN WAREHOUSE	1
	Alarm System		IRWIN WAREHOUSE	1
	Water heater		IRWIN WAREHOUSE	1
	4-drawr filing cabinet		IRWIN WAREHOUSE	4

ITEM	DETAILS	QTY
4 drawer work desk	IRWIN WAREHOUSE	1
Pencil sharpener	IRWIN WAREHOUSE	1
Fire extinguisher	IRWIN WAREHOUSE	4
Water fountain	IRWIN WAREHOUSE	1
Racking Uprights	IRWIN WAREHOUSE	27
Racking Cross members	IRWIN WAREHOUSE	60
Ladder	IRWIN WAREHOUSE	2
Work bench	IRWIN WAREHOUSE	3
Dolly	IRWIN WAREHOUSE	4
Handcarts	IRWIN WAREHOUSE	3
Six space shelving unit	IRWIN WAREHOUSE	6
Battery chargers	IRWIN WAREHOUSE	12
Extension cords	IRWIN WAREHOUSE	8
Metal cabinets	IRWIN WAREHOUSE	1
5 drawer work desk	IRWIN WAREHOUSE	2
Small handslip machine	IRWIN WAREHOUSE	6
3 Row metal shelving unit	IRWIN WAREHOUSE	2
Costo calculator	IRWIN WAREHOUSE	4
8 Space metal shelving unit	IRWIN WAREHOUSE	1
6 Row wooden shelving unit	IRWIN WAREHOUSE	5
Lawn mower ( push )	IRWIN WAREHOUSE	1
Label printer	IRWIN WAREHOUSE	1
Wooden cabinet	IRWIN WAREHOUSE	1
Wooden desk	IRWIN WAREHOUSE	1
5 space metal shelving unit	IRWIN WAREHOUSE	1

ITEM	DETAILS	QTY
Mop	IRWIN WAREHOUSE	1
Bucket for mop	IRWIN WAREHOUSE	1
Electric floor jack	IRWIN WAREHOUSE	1
Manual floor jack	IRWIN WAREHOUSE	3
Snow shovels	IRWIN WAREHOUSE	2
Brooms	IRWIN WAREHOUSE	3
Acid work station	IRWIN WAREHOUSE	1
Air compressor	IRWIN WAREHOUSE	1
Large fan	IRWIN WAREHOUSE	1
Water hose	IRWIN WAREHOUSE	2
Ramp for loading dock	IRWIN WAREHOUSE	1
Separators for jacks	IRWIN WAREHOUSE	7
Shovels	IRWIN WAREHOUSE	4
1 amp battery chargers	IRWIN WAREHOUSE	3
Hoover vacuum	IRWIN WAREHOUSE	1
Hard hats	IRWIN WAREHOUSE	4
Pressure washer	IRWIN WAREHOUSE	1
Desk chairs	IRWIN WAREHOUSE	3
Booth chairs	IRWIN WAREHOUSE	2
Lexmark printer	IRWIN WAREHOUSE	1
Carts for garage with tools	IRWIN WAREHOUSE	5
Chemical spill barrels	IRWIN WAREHOUSE	4
Eye cleaner on sink	IRWIN WAREHOUSE	1
Post it boards	IRWIN WAREHOUSE	3
Sharpie board	IRWIN WAREHOUSE	1

ITEM		DETAILS		QTY
	Computer screen ( broken )	IRWIN WAREHOUSE		1
	Computer mouse	IRWIN WAREHOUSE		3
	Hole punch	IRWIN WAREHOUSE		1
	Welding setup	IRWIN WAREHOUSE		1
	Battery tester	IRWIN WAREHOUSE		7
	3 Ton floor jack	IRWIN WAREHOUSE		1
	Jack stand	IRWIN WAREHOUSE		2
	Outdoor sign	IRWIN WAREHOUSE		1
	Outdoor sign lighted	IRWIN WAREHOUSE		1
	Heavy duty crimper	IRWIN WAREHOUSE		1
	Grinder	IRWIN WAREHOUSE		1
	Plastic hand wrap	IRWIN WAREHOUSE		2
	Forklift 1 serial # n370283 model # erc040aan36s1083	IRWIN WAREHOUSE		1
	Assorted tools	IRWIN WAREHOUSE		1
	CLEARFIELD WAREHOUSE			
	RACKING			
	UPRIGHTS	CLEARFIELD WAREHOUSE		10
	BEAMS	CLEARFIELD WAREHOUSE		24
	UPRIGHTS	CLEARFIELD WAREHOUSE		14
	BEAMS	CLEARFIELD WAREHOUSE		21
	3 DRAWER FILING CABINET	CLEARFIELD WAREHOUSE		3
	FAX MACHINE	CLEARFIELD WAREHOUSE		1
	COMPUTER	CLEARFIELD WAREHOUSE		1
	CHARGING EQUIPMENT	CLEARFIELD WAREHOUSE		1

	ITEM	DETAILS	QTY
	TESTING EQUIPMENT	CLEARFIELD WAREHOUSE	1
	TOOLS-ASSORTED	CLEARFIELD WAREHOUSE	1

EXHIBIT "B"  
Permitted Encumbrances

1. The pre-judgment attachment or other encumbrance asserted by Richardson Moulding, Inc against the three molds described below, which lien or encumbrance shall be resolved in accordance with the Escrow Agreement:

- 16 Volt container mold
- 16 Volt cover mold with 12 Volt insert
- 16 Volt manifold strip Vent Strip mold