

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guide Corporation		04/11/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Empire Components, LLC		
<b>Street Address:</b>	214 E. Maple Road		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48083		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3077214	GS3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(313)496-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-668-4100		
<b>Email:</b>	bstone@berrymoorman.com		
<b>Correspondent Name:</b>	Bruce M. Stone		
<b>Address Line 1:</b>	900 Victors Way, Suite 300		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48108		
<b>NAME OF SUBMITTER:</b>	Bruce M. Stone		
<b>Signature:</b>	/Bruce M. Stone/		
<b>Date:</b>	05/09/2007		

OP \$40.00 3077214

Total Attachments: 6  
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**TRADEMARK  
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EXHIBIT 4.2(c)

BILL OF SALE

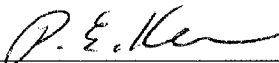
This Bill of Sale, made on April 11, 2007, is made by Guide Corporation ("Seller"), a Delaware corporation.

WHEREAS, Seller and Empire Components, LLC. ("Buyer") have agreed that Buyer will purchase certain assets from Seller pursuant to an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, effective as of the date hereof, hereby grants, conveys, bargains, transfers, assigns and sells to Buyer, its successors and assigns, all of its right, title, and interest in and to all of the items of property described in Section 1.1 of the Purchase Agreement, free and clear of all liens, claims, encumbrances and interests of every nature, kind and description.

IN WITNESS WHEREOF, Seller, through its duly authorized officer, has executed the Bill of Sale this 11th day of April, 2007.

Seller  
Guide Corporation

By:   
Its: EXEC VP / CFO

Buyer  
Empire Components, LLC.

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

**EXHIBIT 4.2(c)**

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IN WITNESS WHEREOF, Seller, through its duly authorized officer, has executed the Bill of Sale this 11th day of April, 2007.

Seller  
Guide Corporation

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

Buyer  
Empire Components, LLC.

By: Edward J. Deman  
Its: Manager

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated as of April 11, 2007 is made between Empire Components, LLC, a Michigan limited liability company ("Purchaser") and Guide Corporation, a Delaware corporation ("Seller").

Recitals

A. Seller is engaged in the business of design and contract manufacture of automotive lighting socket systems for sale to certain wire harness manufacturers and automotive lighting suppliers (the "Business").

B. The Business is comprised of certain assets that are currently owned by Seller and certain liabilities in respect of which Seller is currently obligated.

C. Purchaser desires to purchase, and Seller desires to sell, the Purchased Assets of Seller relating to a portion of the Business upon the terms and conditions set forth below.

Therefore, the parties agree as follows:

1. Purchase and Sale of Purchased Assets.

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 4.1 below), Seller will sell, assign and transfer to Purchaser, and Purchaser will purchase from Seller, the following assets of Seller other than the Excluded Assets (as defined in Section 2.1 below) (collectively, the "Purchased Assets"), free and clear of all liens, claims and encumbrances:

(a) All of the tooling and fixtures used or held for use exclusively in the conduct of the Business and listed on Exhibit 1.1(a) (collectively, the "Tooling").

(b) All of Seller's right, title and interest in, to and under the purchase orders used or held for use exclusively in the conduct of the Business and listed on Exhibit 1.1(b) (collectively, the "Assigned Agreements").

(c) All of Seller's right to and interest in the following to the extent it exists and are in Seller's possession or, subject to available resources and provided obtaining such information doesn't require Seller to incur any unreimbursed expenses, are reasonably available to Seller from the party or parties who have such possession: customer lists; order files; supplier information; all application engineering information; 3D Math Data for each mold; 2D blue prints for each mold; maintenance procedures and records for each mold; mold changeover procedures; process sheets for each mold; all quality files; customer quote files; Engineering Change Notification files and the like used or

held for use in the conduct of the Business some, but not all of which, may be listed on Exhibit 1.1(c).

(d) The exclusive right, title and interest in and to the ownership and use of the trademark and/or tradename "GS3" and all derivative names, trade names, trademarks, advertisements, or slogans associated therewith.

1.2 Acknowledgment and Disclaimer. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees as follows:

(a) The Purchased Assets and any other rights obtained in connection with this Agreement are sold or conveyed "AS IS," "WHERE IS" and without any representation or warranty of any nature whatsoever, express or implied, oral or written, **AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) The Tooling listed on Exhibit 1.2(b) has not achieved final approval in respect of the production part approval process required by General Motors Corporation ("GM") to validate such Tooling as capable of producing production parts as required by GM's specifications. Provided GM supplies to Purchaser a detailed listing of the requirements to obtain its approval of the Tooling and commits to expedite the production part approval process, Purchaser expressly assumes all obligations for and liabilities related to completing the production part approval process for the Tooling identified on Exhibit 1.2(b). Other than cooperating with Purchaser to obtain the assistance of GM in expediting the production part approval process, which obligation is subject to available resources and shall not require Seller to incur any unreimbursed expenses, Seller will have no further obligations for and liabilities related to such Tooling.

## 2. Excluded Assets; Assumption of Liabilities.

2.1 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Purchased Assets do not include, and Seller will retain all of, Seller's right, title and interest in, to and under all of Seller's assets other than the Purchased Assets (collectively, the "Excluded Assets").

2.2 Assumed Liabilities. At the Closing, Purchaser will assume the following liabilities and obligations of Seller (collectively, the "Assumed Liabilities"):

(a) All obligations relating to the delivery of parts after the Closing Date pursuant to the firm releases set forth in Exhibit 2.2(a) issued to Seller by Seller's customers (the "Releases from Customers") prior to the Closing Date pursuant to purchase orders between Seller and those customers, provided said customers agree to pay for the Releases from Customers at the prices reflected in the letters required by Section 6.6. So as to avoid doubt, except as specifically set

[Signature page for Asset Purchase Agreement dated April 11, 2007]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

PURCHASER:

EMPIRE COMPONENTS, LLC

By: \_\_\_\_\_  
Edward G. Doman  
Manager

SELLER:

GUIDE CORPORATION

By: P. E. Ker  
Its: EXEC VP ICFO

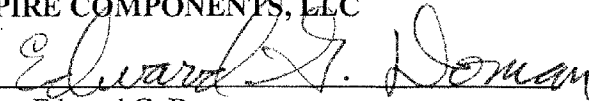
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PURCHASER:

EMPIRE COMPONENTS, LLC

By:



Edward G. Doman  
Manager

SELLER:

GUIDE CORPORATION

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

Its: \_\_\_\_\_