

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
AMPERE AUTOMOTIVE CORPORATION		05/01/2002	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BBB INDUSTRIES, INC.		
Street Address:	14A SECTION B		
Internal Address:	BROOKLEY INDUSTRIAL COMPLEX		
City:	MOBILE		
State/Country:	ALABAMA		
Postal Code:	36615		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1672379	AMPERE	
CORRESPONDENCE DATA			
Fax Number:	(612)370-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/371-3211		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	513025.0003		
NAME OF SUBMITTER:	CONNIE R. HEIKKILA		
Signature:	/connierheikkila/		

CH \$40.00 1672379

Date:

05/31/2007

Total Attachments: 6

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AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS

THIS AGREEMENT (this "Agreement") dated as of May 1, 2002, by and between Patrick D. Cavanaugh, not individually, but solely as assignee for the benefit of creditors of Ampere Automotive Corporation ("Seller"), and BBB Industries, Inc., an Alabama corporation ("Buyer");

WHEREAS, Ampere Automotive Corporation ("Ampere"), an Illinois corporation, is engaged in the business of manufacturing and repairing automotive parts; and,

WHEREAS, on April 22, 2002, Ampere executed and delivered a common law assignment for the benefit of its creditors to Seller ("Assignment"), a copy of which is attached to this Agreement as Exhibit "A"; and

WHEREAS, through the Assignment, Seller has acquired all of the assets of Ampere and has the authority to sell said assets; and

WHEREAS, Buyer has made an offer to Seller to purchase certain assets of Ampere, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer is willing to acquire the Purchased Assets provided that the Seller executes this Agreement, sells the assets to Buyer but still allow the Seller to advertise and sell Ampere's assets for a higher price than Buyer is willing to pay pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

1. ASSETS TO BE TRANSFERRED. Seller hereby sells, assigns, transfers and quitclaims to Buyer free and clear of any and all liens, claims and encumbrances, except as otherwise specified in this Agreement, all of the following assets of Ampere (herein collectively referred to as the "Purchased Assets"). Such sale and transfer to be evidenced by bill of sale (the "Bill of Sale") in the form prescribed by attached Exhibit "B".

1.1 Tangible Assets. All of the machinery, equipment, furniture, fixtures, leasehold improvements, tools and vehicles conveyed by Ampere to Seller pursuant to the Assignment, excluding the leased equipment enumerated on attached Schedule 1.1.

1.2 Inventory. All of the inventory, used or useful in connection with the operation of Ampere's business conveyed by Ampere to Seller pursuant to the Assignment.

1.3 Intangible Assets. All of the accounts receivable, investments, all trademarks, patents, trade names, copyrights, contract rights, brand names, customer lists and general intangibles (including goodwill) conveyed by Ampere to Seller pursuant to the Assignment, and all of the right, title and interest in and to all leases for real and personal property conveyed by Ampere to Seller pursuant to the Assignment, provided that Buyer shall not be liable on any lease, contract, sale agreement, or purchase order assigned hereunder unless and until Buyer executes an express assumption agreement for each such lease, contract, sale agreement or purchase order. All of the accounts receivable collected between the Closing and the expiration of the Repurchase Rights shall be held in Ampere's lockbox at LaSalle Bank, N.A. pursuant to the Collection Custodial Agreement attached hereto as Exhibit "D" (the "Collection Custodial Agreement").

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1.4 **Records.** All of the marketing records, customer lists, customer credit histories, mailing lists, warranty records, sales literature and other sales aids, employee records, accounting records, graphic materials, pricing and information materials, drawings, patterns, designs and other documents and records conveyed by Ampere to Seller pursuant to the Assignment.

2. **EXCLUDED ASSETS.** The following assets shall be retained by the Seller and shall not be sold to Purchaser pursuant to this Agreement ("Excluded Assets"): Ampere's Minute Book and other corporate records, any tax refunds due Ampere, leased assets, and the consideration to be received by Seller from Purchaser pursuant to this Agreement enumerated on attached Schedule 1.1.

3. PURCHASE PRICE AND TERMS

3.1 **Purchase Price.** The purchase price for the Purchased Assets is \$1,500,000.00, payable at the Closing. The Closing shall take place at Seller's office at High Ridge Partners, Inc., 140 S. Dearborn Street, Suite 820, Chicago, IL 60603.

3.2 **No Brokerage Commission.** Seller and Buyer acknowledge that neither party has employed a broker, agent or finder in connection with any transaction contemplated by this Agreement.

3.3 **Transaction Taxes and Other Closing Costs.** Any sales, use or similar transfer taxes, and any transfer, recording or similar fees and charges, if any, arising in connection with the transfer of the Assets from Seller to Buyer shall be borne by Seller.

3.4 **No Assumption of Liabilities.** Buyer will not assume and shall not become liable to pay, perform or discharge any Liability (defined herein) whatsoever of Seller, Ampere or any affiliate of either such party relating to any of the Purchased Assets or the business of Ampere (the "Business"), including the following: (i) any Liabilities under or related to any and all benefit plans, or any plans, agreements or arrangements relating to compensation or benefits, that are now or ever have been maintained or contributed to by Seller or any member of its Control Group (as defined under IRS Code Section 414(b), (c) or (m)); (ii) any Liabilities pursuant to any contract to which Ampere or Seller is a party; (iii) any Liabilities (including Liabilities in respect of advances or loans, environmental matters, occupational safety, workers' or workmen's compensation, grievance proceedings or actual or threatened litigation, suits, claims, demands or governmental proceedings); and (iv) any liabilities and obligations of Seller for federal, state, local or foreign Taxes; or (v) any litigation in which Ampere is a party, specifically including, but not limited to the Orix Litigation. For purposes hereof, the term "Liabilities" shall mean all indebtedness, obligations and other liabilities of any kind of a Person (defined herein) (whether absolute or contingent, accrued or unaccrued, known or unknown, fixed or otherwise, due or to become due, matured or unmatured, liquidated or unliquidated). For purposes hereof, the term "Person" shall mean an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, an LLC, or LLP, or a governmental entity (or any department, agency, or political subdivision thereof).

4. REPRESENTATIONS AND WARRANTIES BY SELLER

4.1 **Title to Assets.** Seller represents and warrants that, pursuant to a properly and duly executed assignment made for the benefit of creditors dated April 22, 2002, a copy of which is attached as Exhibit "A", Seller has acquired and has good and merchantable title to all of the Assets. Seller further warrants and represents he has authority to transfer all the Assets described herein to Buyer free and clear of all liens, claims, and encumbrances, and that he is transferring the Purchased Assets to buyer free and clear of all liens, claims, and encumbrances. At the Closing, Seller shall deliver U. C. C. termination statements to Buyer executed by LaSalle Bank, N.A.

No indemnity

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5. REPRESENTATIONS AND WARRANTIES BY BUYER. Buyer represents and warrants the following:

5.1 Organization and Good Standing. Buyer is duly organized and existing in good standing under the laws of the State of Alabama.

5.2 Authority. This Agreement has been authorized by the Board of Directors of Buyer and no further corporate action is necessary on Buyer's part to make this Agreement valid and binding upon Buyer in accordance with these terms. Neither the execution nor delivery of this Agreement nor its performance will result in a violation or a breach of any term or provision of, nor constitute a default under, its articles of incorporation or bylaws.

6. AGREEMENTS BY SELLER

6.1 Further Instruments. Seller will, at the request of Buyer, execute and deliver to Buyer all such further instruments, agreements, assurances and documents as Buyer may reasonably request with the carrying out of this Agreement.

6.2 Destruction of Property. If any property being sold hereunder shall be substantially damaged or destroyed by fire or other cause prior to the time of Closing, Seller shall immediately notify Buyer and furnish to Buyer a written statement of the amount of insurance, if any, payable on account thereof. In the event of such damage or destruction, Buyer may elect (i) to require the Seller to restore the property to its condition on the date of this Agreement, or (ii) to declare this Agreement null and void.

6.3 Change of Name. Within five (5) days of the Closing, Seller shall cause Ampere to amend its Articles of Incorporation to change its name to AAC Liquidating Co., Inc. and shall execute such other documents as may be necessary to allow Buyer to use the name "Ampere Automotive Corporation."

7. AGREEMENTS BY BUYER

7.1 Marketing. Notwithstanding the execution and performance of this Agreement by Buyer and Seller, Seller may publicly advertise the sale of the Assets for a period not to exceed 14 days from the date of this Agreement, provided that the Seller's minimum acceptable purchase price shall be: \$1,650,000.00 plus an amount equal to all sums advanced to and obligations incurred by Buyer to operate and maintain Ampere's business from and after the Closing in an amount not to exceed \$600,000.00, subject to an accounting of expenses actually paid, incurred, or accrued (the "Repurchase Price").

7.2 Reconveyance. At the closing, Buyer shall deliver into escrow (the "Reconveyance Escrow"), a copy of which is attached hereto as Exhibit "D", a quit claim bill of sale (the "Reconveyance Quit Claim Bill of Sale"), a copy of which is attached as Exhibit "C" conveying the purchased assets from Buyer to Seller. Upon payment by Seller to Buyer's designee (described herein) of the Reconveyance Amount (defined herein), Buyer shall direct the escrowee to release the Reconveyance Quit Claim Bill of Sale in accordance with the terms of the Reconveyance Escrow. In such event, Buyer hereby directs Seller to pay the Reconveyance Amount to its lender, Union Planters Bank, NA, 851 South Beltline Highway, Mobile, AL 36606, Attention James Solomon, Jr. For purposes hereof, the term "Reconveyance Amount" shall mean the sum of \$1,500,000.00, plus (a) an amount equal to all sums advanced by Buyer and all unpaid obligations incurred by Buyer from and after May 1, 2002 in an amount not to exceed \$600,000.00, subject to an accounting of expenses actually paid, incurred, or accrued, and (b) a breakup fee in the sum of \$75,000.00.

7.3 Expiration of Repurchase Rights. Seller's right to reacquire the Purchased Assets shall expire at 5:00 p.m. (CST) on May 15, 2002, if by that date Seller has not tendered the Reconveyance Amount and closed the alternative bid.

8. **CLOSING DATE AND TERMINATION.** In order to preserve Ampere's goodwill, the transaction contemplated by this Agreement (the "Closing") must close on or before 11:00 a.m., CST, on May 1, 2002.

9. **EXPENSES.** Each party hereto shall bear its own expenses incurred pursuant to this Agreement except as otherwise specifically set forth herein.

10. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits and schedules referred to herein which are incorporated herein by this reference, and the agreements referred to herein, shall constitute the entire Agreement between the parties hereto with respect to the transactions contemplated hereby.

11. **CONSTRUCTION.** The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Illinois.

12. **NUMBERS AND GENDER OF WORDS.** When the context so requires in this Agreement, words of gender shall include either or both of the other genders and the singular numbers shall include the plural.

13. **ASSIGNMENT.** This Agreement shall be binding upon the parties hereto; their successors and assigns shall not be assignable without the express written consent of all parties.

14. **AMENDMENTS.** This Agreement may be amended only by a written agreement executed by all the parties.

15. **NOTICES.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, first class mail:

To "Seller":

Patrick D. Cavanaugh
High Ridge Partners, Inc.
140 S. Dearborn Street
Suite 820
Chicago, IL 60603

with a copy to:

Daniel A. Zazove, Esq.
Kaye Scholer LLC
311 South Wacker Drive, Suite 6200
Chicago, IL 60606

To "Buyer":

BBB Industries, Inc.
14A Section B
Brookley Industrial Complex
Mobile, AL 36615

with a copy to:

Robert Galloway
Galloway Smith Wettermark & Everest
3263 Cottage Hill Road
P.O. Box 16629
Mobile, Alabama 36616

to Ampere:

Ampere Automotive Corporation
c/o Bruce L. Wald, Esq.
Tishler & Wald, Ltd.
200 South Wacker Drive, Suite 2600
Chicago, IL 60606

Any party hereto may change the address designated for mailing by written notice to the other party. All such notices shall be given when delivered in person, or if placed in the mail as aforesaid, then four (4) days thereafter.

16. **AUTHORITY.** Each party executing this Agreement warrants its authority to execute this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in several counterparts and it shall not be necessary for each party to execute each such counterparts, but when all of the parties have executed and delivered one of such counterparts, the counterpart when taken together shall be deemed to constitute one and the same instrument, enforceable against each party in accordance with its terms.

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

SELLER



Patrick D. Cavanaugh, not individually but solely as
assignee for the benefit of creditors of Ampere Automotive
Corporation

BUYER

BBB Industries, Inc.

By: 
Its President and Duty Authorized Agent

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Exhibit B

BILL OF SALE

FOR AND IN CONSIDERATION OF the sum of \$1,500,000.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned, NOT individually, but solely as assignee for the benefit of creditors of Ampere Automotive Corporation, an Illinois corporation, pursuant to that certain Trust Agreement and Assignment for the Benefit of Creditors (the "Trust Agreement") executed, delivered and accepted on April 22, 2002 ("Seller"), does hereby sell, transfer, assign, and quitclaim to BBB Industries, Inc., an Alabama corporation ("Buyer"), all the assignee's right, title, and interest in and to the following assets ("Assets") acquired by Seller from Ampere Automotive Corporation ("Ampere") pursuant to the Trust Agreement.

A. Tangible Assets. All of the machinery, equipment, leasehold improvements, office furniture, fixtures, tools and vehicles conveyed by Ampere to Seller pursuant to the Assignment, excluding the leased equipment enumerated on attached Schedule 1.1.

B. Inventory. All of the inventory, used or useful in connection with the operation of Ampere's business conveyed by Ampere to Seller pursuant to the Assignment.

C. Intangible Assets. All of the accounts receivable, all trademarks, patents, trade names, copyrights, contract rights, brand names, customer lists and general intangibles (including goodwill) conveyed by Ampere to Seller pursuant to the Assignment, and all of the right, title and interest in and to all leases for real and personal property conveyed by Ampere to Seller pursuant to the Assignment, provided that Buyer shall not be liable on any lease, contract, agreement, or purchase order sold hereunder unless and until Buyer executes an express assumption agreement for each such lease, contract, agreement or purchase order.

D. Records. All of the marketing records, customer lists, customer credit histories, mailing lists, warranty records, sales literature and other sales aids, employee records, accounting records, graphic materials, pricing and information materials, drawings, patterns, designs and other documents and records conveyed by Ampere to Seller pursuant to the Assignment.

EXCLUDED ASSETS. The following assets shall be retained by the Seller and shall not be sold to Buyer pursuant to this Agreement ("Excluded Assets"): Ampere's Minute Book and other corporate records, any tax refunds due Ampere, and the consideration to be received by Seller from Purchaser pursuant to this Agreement.

ALL ASSETS ARE SOLD, TRANSFERRED, ASSIGNED AND QUITCLAIMED TO BUYER, AS IS, WHERE IS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT THE REPRESENTATION AND WARRANTY MADE HEREBY THAT SUCH ASSETS ARE BEING CONVEYED FREE AND CLEAR OF ANY LIEN, CLAIM, ENCUMBRANCE OR SECURITY INTEREST. THE UNDERSIGNED MAKES NO OTHER REPRESENTATION OR WARRANTY TO BUYER OF ANY KIND, NATURE OR DESCRIPTION. ALL WARRANTIES AS TO FITNESS OF PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

Executed this 1st day of May, 2002.



Patrick D. Cavanaugh, NOT individually
but solely as assignee for the benefit of creditor
of Ampere Automotive Corporation, an Illinois
corporation