

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/14/2007	INC. ASSOCIATION: UNITED STATES
A-1 Components Corp.		06/14/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hendricks Holding Company, Inc.
<b>Street Address:</b>	655 Third Street, Suite 303
<b>City:</b>	Beloit
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53511
<b>Entity Type:</b>	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2656102	GOLD SEAL
Registration Number:	2756462	LINEBACKER
Registration Number:	2468206	MAGNI-CHEK
Registration Number:	2462276	A-1
Registration Number:	2400793	A-2
Registration Number:	2553100	CAM-STAT
Registration Number:	2553099	CAM-STAT
Registration Number:	2547727	A-1 COMPONENTS
Registration Number:	2530214	FIN-COMB
Registration Number:	2764513	LINEBACKER
Registration Number:	2527879	A-1 COMPONENTS

**CORRESPONDENCE DATA**

OP \$290.00 2656102

Fax Number: (256)539-6024  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2565396000  
Email: tburkett@leo-law.com  
Correspondent Name: Todd Burkett  
Address Line 1: 200 Randolph Avenue  
Address Line 2: Suite 200  
Address Line 4: Huntsville, ALABAMA 35801

ATTORNEY DOCKET NUMBER:	A-1/GEN
NAME OF SUBMITTER:	Todd W. Burkett
Signature:	/Todd W. Burkett/
Date:	12/13/2007

**Total Attachments: 8**

source=Transfer Statement- TMs\_001#page1.tif  
source=Transfer Statement- TMs\_001#page2.tif  
source=Transfer Statement- TMs\_001#page3.tif  
source=Transfer Statement- TMs\_001#page4.tif  
source=Transfer Statement- TMs\_001#page5.tif  
source=Transfer Statement- TMs\_001#page6.tif  
source=Transfer Statement- TMs\_001#page7.tif  
source=Transfer Statement- TMs\_001#page8.tif

## TRANSFER STATEMENT

This TRANSFER STATEMENT (this "Transfer Statement") is executed and delivered on June 14, 2007 (the "Effective Date"), by PNC Bank, National Association, 5200 Town Center Circle, Suite 302, Boca Raton, Florida 33486 (the "Secured Party") to Hendricks Holding Company, Inc., c/o Amfinity Capital, LLC, 655 3<sup>rd</sup> Street, Suite 303, Beloit, Wisconsin 53511 (the "Buyer").

### RECITALS:

WHEREAS, A-1 Components Corp., a Delaware corporation ("Debtor") whose address was 625 West 18th St., Hialeah, Florida 33010, is indebted to Secured Party under various agreements and instruments (collectively, the "Obligations"); and

WHEREAS, the Obligations are secured, *inter alia*, by personal property collateral more particularly described in Exhibit A hereto (the "Acquired Assets") but expressly excluding any leased personal property (the "Leased Assets"); and

WHEREAS, Debtor has defaulted on the Obligations, and pursuant to Section 9-610 of the Uniform Commercial Code as presently in effect in the State of Florida (the "Code"), Secured Party has proceeded in the exercise of its post-default remedies with respect to the Acquired Assets to conduct a private sale (the "Private Sale") of the Acquired Assets; and

WHEREAS, the Private Sale has been conducted on the Effective Date and constitutes a disposition of the Acquired Assets for purposes of Section 9-617 of the Code, pursuant to which Buyer is the transferee of all of the rights of Debtor in, the Acquired Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and the mutual and dependent covenants contained in this Transfer Statement, Buyer and Secured Party agree as follows:

1. Transfer. By execution of this Transfer Statement, Secured Party agrees and acknowledges that Buyer is the sole Purchaser of the Acquired Assets in the disposition of the Acquired Assets by Secured Party by means of the Private Sale. This Transfer Statement is intended by Secured Party and Buyer to evidence the transfer to Buyer of all rights of Debtor in the Acquired Assets as provided by Section 9-617 of the Code. This Transfer Statement is a "transfer statement" as such term is used in Section 9-619 of the Code.

2. Limited Representations and Warranties. Secured Party represents and warrants as follows (but not otherwise, it being agreed by Secured Party and Buyer that all other warranties, express or implied, are hereby expressly disclaimed by Secured Party, and except for the warranties set forth below Buyer takes the Acquired Assets in an "as-is, where-is" condition as of Effective Date):

- a. Secured Party, under its agreements with Debtor and under the Code and as the holder of a first priority security interest in the Acquired Assets, had the right to conduct the

Private Sale. Pursuant to Section 9-624 of the Code, the Debtor and all secondary obligors waived notice of the Private Sale and waived any right to redeem the collateral. No other persons were entitled to notice of the Private Sale under Section 9-611 of the Code.

b. As described in Section 9-610(D) of the Code, Secured Party hereby makes all warranties of title, possession, quiet enjoyment, and the like that by operation of law accompany a voluntary disposition of property of the kind subject to this Transfer Statement. Secured Party specifically warrants that the Acquired Assets are transferred to Buyer free and clear of any and all liens, security agreements, and encumbrances, claims, demands, and charges of every kind and character whatsoever. Secured Party further warrants that upon delivery by Secured Party to Buyer of this Transfer Statement, title to the Acquired Assets will be transferred to Buyer and that Buyer will be entitled to possession of the Acquired Assets

c. Secured Party represents and warrants to Buyer that each statement above in the "Recitals" section of this Transfer Statement is true and correct.

d. Secured Party represents and warrants to Buyer that the Private Sale was conducted in accordance with the requirements of the Code.

3. Indemnity in Event of Breach. In the event that Secured Party breaches any of its representations, warranties, or covenants set forth herein then Secured Party agrees to indemnify, hold harmless and defend Buyer from and against any Adverse Consequences claimed of Buyer to the extent the same are have been caused by the breach. In addition to the foregoing, Secured Party further shall reimburse Buyer for legal expenses arising out of the defense of allegations which, if true, would have been a breach of Seller's representations, warranties, and covenants, with such reimbursement to be made within fifteen (15) days of receipt of an invoice detailing such expenses; provided, however, that Secured Party shall not be required to reimburse more than One Hundred Thousand Dollars (\$100,000) total in expenses for claims that are pending or have been successfully defended. As used herein, "Adverse Consequences" means all actions, suits, proceedings, investigations, charges, complaints, claims, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

4 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Transfer Statement are incorporated herein by reference and made a part hereof.

5. Execution. This Transfer Statement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.

6. Binding Effect. Secured Party and Buyer agree that this Transfer Statement and the provisions herein contained shall be binding upon and inure to the benefit of Buyer and Secured Party and their respective successors and assigns.

7. Governing Law. This Transfer Statement is governed by and shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

8. Further Assurances. At any time or from time to time after the Closing Date, either party shall, at the request of the other party and at such other party's expense, execute and deliver any further instruments or documents and take all such further action as such party reasonably may request in order to consummate and make effective the sale contemplated by this Agreement.


9. Effective Date. The transfers to Buyer set forth herein shall be deemed to have occurred at 11:59 p.m. (EDT) on June 14, 2007.

[Remainder of page intentionally left blank]

Executed as of June 14, 2007.

**Secured Party:**

PNC BANK NATIONAL ASSOCIATION

  
By: JAY STEIN  
Its: VICE PRESIDENT

Agreed and Accepted:

**Buyer:**

HENDRICKS HOLDING COMPANY, INC.

  
By: Jeffrey W. Stentz  
Its: Authorized Representative

Transfer Statement Signature Page

EXHIBIT "A"

DISPOSITION ASSETS

The Acquired Assets consist of the all assets of Debtor, including but not limited to the following personal property of Debtor, wherever located:

- (a) all Accounts Receivable of Debtor (for purposes of this Exhibit A, "Accounts Receivable" consists of all accounts for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for services rendered or to be rendered associated with the Debtor's business, including all of Secured Creditor's right and remedies related thereto) including the specific items identified on the following pages A- 1 through A- 11;
- (b) all inventory including the specific items identified on the following pages A- 12 through A- 111;
- (c) all equipment and fixtures (but excluding leased equipment), specifically including but not limited to machinery, equipment, fork trucks, racking, office equipment, rolling stock, and leasehold improvements including the specific items identified on the following pages A- 112 through A- 159;
- (d) Debtor's customer and vendor lists, telephone numbers used in connection with its business, equipment maintenance records, engineering and testing reports and copies of Debtor's other books and records related to Debtor's business, goodwill, customer contracts, and work in process; and
- (e) Any and all intellectual property owned or licensed (as licensor or licensee) by Debtor, including Debtor's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications; all patents, patent applications and inventions and discoveries that may be patentable; all registered and unregistered copyrights in both published works and unpublished works; all know-how, trade secrets, confidential or proprietary information, software, technical information, data, process technology, plans, drawings and blue prints; and all rights in internet web sites and internet domain names presently used by Debtor including the specific items identified on the following pages A- 160 through A- 259

In this Exhibit A, a reference to a type of property shall not be limited by a separate reference to a more specific or narrower type of that property. All terms used in this Exhibit A (unless otherwise defined herein) have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Code as those meanings may be amended, revised or replaced from time to time.

A-1 COMPONENTS

Trademark	App. No.	Reg. No.	Status	Country	Class	Goods
A-1	75/590,062	2462276	Registered	United States of America	11 Int.	Line tap valves for refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps and furnaces
A-1 COMPONENTS	75/553,350	2527879	Registered	United States of America	07 Int., 11 Int., 16 Int.	Tools and equipment all used in the maintenance and service of refrigerating, heating, ventilating, and air conditioning appliances, namely, refrigerators, air conditioners, heat pumps, and furnaces; namely, capacitor testers, piercing tools
A-1 COMPONENTS (& Design)	75/590,045	2547727	Registered	United States of America	07 Int., 11 Int., 16 Int.	Tools and equipment all used in the maintenance and service of refrigerating, heating, ventilating, and air conditioning appliances, namely, refrigerators, air conditioners, heat pumps, and furnaces; namely, capacitor testers, piercing tools
A-2	821428128		Published	Brazil	11 Int.	
A-2	75/589,901	2400793	Registered	United States of America	11 Int.	Line tap valves for refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces

A239



ALLIN (Stylized)	821444034	821444034	Registered	Brazil	11 Int.	Sight glasses for use with refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces
CAM-STAT	75/590,060	2553099	Registered	United States of America	09 Int.	Sensors, fan and safety controls, time-delay relays, and ignition controls, all for heating appliances, namely heat pumps, and furnaces
CAM-STAT (& Design)	75/590,063	2553100	Registered	United States of America	09 Int.	SENSORS, FAN AND SAFETY CONTROLS, TIME-DELAY RELAYS, AND IGNITION CONTROLS, ALL FOR HEATING APPLIANCES, NAMELY HEAT PUMPS, AND FURNACES
FIN-COMB	75/590,017	2530214	Registered	United States of America	08 Int.	MANUALLY OPERATED HAND TOOLS, NAMELY, STRAIGHTENING TOOLS, ALL FOR REPAIR OF EVAPORATOR AND CONDENSER COILS OF REFRIGERATION, COOLING AND HEATING APPLIANCES
GOLD SEAL	76/301713	2656102	Registered	United States of America	11 Int.	LINE TAP VALVES AND CONTROL VALVES FOR REFRIGERATING, HEATING, VENTILATING AND AIR CONDITIONING APPLIANCES, NAMELY REFRIGERATORS, AIR CONDITIONERS, HEAT PUMPS, AND FURNACES
LINESACKER	821428110	821428110	Registered	Brazil	09 Int.	Electronic protection circuitry and timers all for use with electric motors used in connection with refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces

A240

LINEBACKER	75/589,900	2764513	Registered	United States of America	09 Int.	Electronic protection circuitry in the nature of surge protectors and timers all for use with electric motors used in connection with refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps.
LINEBACKER (& Design)	821428144	821428144	Registered	Brazil	09 Int.	Electronic protection circuitry and timers all for use with electric motors used in connection with refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces
LINEBACKER (& Design)	75/590,280	2756462	Registered	United States of America	09 Int.	Electronic protection circuitry in the nature of surge protectors and timers all for use with electric motors used in connection with refrigerating, heating, ventilating, and air conditioning appliances, namely, refrigerators, air conditioners, heat pumps
MAGNI-CHEK (& Design)	75/590,490	2468206	Registered	United States of America	11 Int.	Check valves for refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces
MAGNI-CHEK (Stylized)	821428152	821428152	Registered	Brazil	07 Int.	Check valves for refrigerating, heating, ventilating, and air conditioning appliances, namely refrigerators, air conditioners, heat pumps, and furnaces

A241  
TOTAL P.004