

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
Simco Automotive Trim, Inc.		11/18/2005	CORPORATION: MICHIGAN
Simco Industries, Inc.		11/18/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Harig Manufacturing Corporation		
Street Address:	5757 W. Howard Street		
City:	Niles		
State/Country:	ILLINOIS		
Postal Code:	60714-4076		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1449319	TRI VISE	
Registration Number:	1480466	BUR-BEAVER	
Registration Number:	1451780	MICRO-GRIND	
Registration Number:	1468002	STOP FILING LET THE BEAVER DO IT!	
CORRESPONDENCE DATA			
Fax Number:	(312)368-9188		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-855-4601		
Email:	pforeman@chuhak.com		
Correspondent Name:	Paul Foreman		
Address Line 1:	30 S. Wacker Dr., Suite 2600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	03476 / 05806		
NAME OF SUBMITTER:	Paul Foreman		

OP \$115.00 1449319

Signature:	/Paul Foreman/
Date:	03/06/2008
Total Attachments: 14 source=Harig Simco Trademark Assignment#page1.tif source=Harig Simco Trademark Assignment#page2.tif source=Harig Simco Trademark Assignment#page3.tif source=Harig Simco Trademark Assignment#page4.tif source=Harig Simco Trademark Assignment#page5.tif source=Harig Simco Trademark Assignment#page6.tif source=Harig Simco Trademark Assignment#page7.tif source=Harig Simco Trademark Assignment#page8.tif source=Harig Simco Trademark Assignment#page9.tif source=Harig Simco Trademark Assignment#page10.tif source=Harig Simco Trademark Assignment#page11.tif source=Harig Simco Trademark Assignment#page12.tif source=Harig Simco Trademark Assignment#page13.tif source=Harig Simco Trademark Assignment#page14.tif	

**SIMCO INDUSTRIES, INC.
SIMCO AUTOMOTIVE TRIM, INC.**

November 4, 2005

Harig Manufacturing Corporation
Attn: Mr. Tad Eckert
Vice President
5757 W. Howard Street
Niles, Illinois 60714

Dear Mr. Eckert:

This letter agreement (this "Agreement") will confirm the agreements made by and among Simco Industries, Inc., a Michigan corporation, Simco Automotive Trim, Inc. a Michigan corporation (collectively, the "Sellers"), and Harig Manufacturing Corporation, an Illinois corporation ("Buyer"), in connection with Buyer's purchase of certain inventory and other assets from the Sellers relating to the Sellers' business (the "Business") of manufacturing, selling and distributing the SIMCO product line of beveling, chamfering, deburring, grinding and workholding the machine tools, equipment and accessories including, without limitation the Bur-Beaver line, Cylinder-Mag line, Micro-Grind line and Tri-Vise line (collectively the "Products") and Buyer's assumption of certain obligations of the Sellers, on the following terms and conditions:

1. Purchase and Sale of Inventory and other Assets. For the consideration specified herein and subject to the provisions of this Agreement, at the Closing (as hereinafter defined), the Sellers agree to sell and Buyer agrees to purchase from the Sellers, the inventory, trademarks, customer lists, supplier lists, tooling, molds, goodwill and other assets listed on Exhibit A attached hereto (the "Subject Assets").

2. Purchase Price and Payment; Assumption of Obligation.

(a) As consideration for the sale of the Subject Assets, Buyer shall pay to the Sellers the sum of Forty-Five Thousand Dollars (\$45,000.00), which shall be paid at Closing by certified or bank cashier's check or wire transfer.

(b) In connection with the foregoing purchase and sale, at the Closing, Buyer also agrees to assume and perform the Sellers' obligations under the purchase order(s) listed on Exhibit B attached hereto and made a part hereof (the "Purchase Order(s)"), and to indemnify the Sellers from any loss, cost or expense, including reasonable attorney's fees, resulting from Buyer's failure to so perform such obligations under the Purchase

Order. In the event that such Purchase Order shall have been filled and the inventory subject thereto shall have been included in inventory of the Sellers on the date of the Closing, then the purchase price herein shall be adjusted to account for the amount of such purchase order.

(c) Except as described in (b) above, Buyer shall not assume any liabilities or obligations of Sellers, whether actual, contingent or accrued, known or unknown, all of which shall be and remain liabilities and obligations of the Sellers.

3. Closing. The Closing shall take place at 10:00 A.M. local time on November 18, 2005 (the "Closing"), at the offices of Simco Automotive Trim, 51362 Quadrate Drive, Macomb Township, MI 48042, or at such other place and at such other time as the parties shall agree. At the Closing, (i) Buyer shall deliver or cause to be delivered to Simco Automotive Trim, Inc. the purchase price payable at the Closing, and (ii) the Sellers shall execute and deliver to Buyer a Bill of Sale in the form of Exhibit C attached hereto and made a part hereof and an Assignment of Trademarks in the form of Exhibit D attached hereto and made a part hereof. Promptly after the Closing the Sellers will package all of the tangible Subject Assets and ship the same to Buyer's facility.

4. Representations and Warranties of the Sellers.

(a) The Sellers have full power and authority to enter into and perform this Agreement and consummate the transactions contemplated hereby. Each Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. All necessary action, corporate or otherwise, has been or will be taken by the Sellers to authorize the execution, delivery, and performance of the Agreement, the Bill of Sale, the Assignment of Trademarks and this Agreement is, and the Bill of Sale and Assignment of Trademarks will be, when executed, the valid and binding obligations of the Sellers in accordance with their respective terms.

(b) Subject to the provisions of Section 5 below, one or both of the Sellers owns and has good, valid and marketable title to all of the Subject Assets, including without limitation the trademarks set forth on Schedule A. None of the Subject Assets is subject to any mortgage, pledge, lien, conditional sale agreement, security interest, title restriction, encumbrance or other charge, other than the security interests of Bank of America, which will be released on or prior to the Closing.

(c) There are no suits, actions, claims, arbitrations, administrative, or other proceedings or governmental investigations pending or to Sellers' knowledge threatened against the Sellers relating to the Business or the Subject Assets in any court or before or by any governmental authority. The Sellers are not subject to any judgment, order, injunction or decree affecting the Business or the Subject Assets.

(d) All of the Sellers' trade names, brand names, trademarks, and service marks, used in the Business are listed on Exhibit A (collectively, "Trademarks"). Sellers own and have title to and have not assigned, sold, licensed, franchised, or made any transfer

whatsoever of the Trademarks. No other person or entity has any claim to such Trademarks and to Sellers' knowledge, no other person or entity has infringed upon the Sellers' rights to such Trademarks. To the Sellers' knowledge, none of the Trademarks used by the Sellers conflict with, infringe upon or otherwise violate the rights of others. Sellers have not received any notice of conflict or alleged conflict of any of the Trademarks with any of the rights of others.

(e) Except as specifically set forth above, the Sellers make no warranty of any kind with respect to the Subject Assets, whether express or implied, including the implied warranties of merchantability or fitness for a particular purpose, and the Subject Assets are being sold hereunder "where is, as is."

5. Acknowledgement by Buyer; Disclaimer. Buyer understands and agrees that Buyer shall be solely responsible with respect to any filings to be made in the U.S. Patent and Trademark office to maintain their active status or to cause the Trademarks to be legally assigned to Buyer, provided, however that the Sellers will sign, seal, and deliver any and all assignments, assurances at law, and other instruments and will take any and all further action which Buyer reasonably deems necessary or desirable to vest, perfect, or confirm, of record or otherwise, in Buyer the right, title, and interest in and to any of the trademarks set forth on Exhibit A, provided Sellers can do so absent significant expense.

6. Indemnification.

(a) The Sellers jointly and severally indemnify, defend and hold Buyer harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation of the foregoing, reasonable attorney's fees, based upon, arising out of, or resulting from: (i) any breach of any of the representations, warranties, or agreements of the Sellers set forth herein; (ii) any liabilities or obligations of the Sellers which are not specifically assumed by Buyer herein; and (iii) Sellers' ownership of the Subject Assets and operation of the Business prior to the Closing, including without limitation, sales, use, employment and other federal, foreign, state, county, local or other tax obligations of Sellers.

(b) Buyer shall indemnify and hold the Sellers harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including without limitation of the foregoing, reasonable attorney's fees, based upon, arising out of, or resulting from: (i) any breach of any of the agreements of Buyer set forth herein; (ii) facts occurring after the Closing Date and connected with the Subject Assets and business sold hereunder or the operations thereof; and (iii) any liabilities or obligations of the Sellers which are specifically assumed by Buyer herein.

7. Restrictive Covenants.

(a) For five years after the Closing, each Seller will not directly or indirectly (through a subsidiary, affiliate, director, officer, employee, agent, person, entity or otherwise) (i) design, develop, manufacture, assemble, process, market, distribute, license

or sell any Competitive Products (as defined below); (ii) solicit orders from or seek or propose to do business with any customer or supplier of the Business relating to Competitive Products; (iii) induce or encourage any customer or supplier of the Business to not do business with Buyer; or (iv) provide advice, consultation, financing or other similar assistance to any Person in connection with any of the activities set forth in (i), (ii) and (iii) above. "Competitive Products" means (i) the Products or (ii) any product which is of the type of, or which is a substitute for the Products distributed, marketed, licensed or sold by the Sellers with respect to the Business currently or during the five year period preceding the Closing Date or which the Business has or had under design, development or consideration during such period for distribution, market, license or sale. The parties acknowledge that they have attempted to limit Sellers' and the Shareholder's rights to compete only to the extent necessary to protect the Buyer from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of the restrictive covenants are in any way disputed at any time, a court or other trier of fact shall modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time.

(b) Confidential Information. Except in connection with the preparation and filing of the tax returns of the Sellers, the Sellers shall not use for the benefit of itself or others, or disclose to others any Confidential Information (as defined below). The Sellers recognize the harm that may be caused by the release or misuse of the Confidential Information, and agrees that Buyer has the right to obtain injunctive relief in case a release of Confidential Information occurs or is threatened to occur. As used herein, the term "Confidential Information" means information in any form whatsoever; (i) relating to the Business; or (ii) which has not been published or disclosed by Sellers to the general public.

(c) Enforcement of Agreement. The parties acknowledge and agree that in the event of a breach of this Section 7, the Buyer would be irreparably damaged and could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Buyer may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Section 7 by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Section 7, without posting any bond or other undertaking, and the prevailing party in any such enforcement action shall be entitled to recover from the other party reasonable attorneys' fees and costs in connection with such enforcement action including the fees and costs of an appeal.

8. Customer Communications. The Sellers will cooperate with Buyer and use all reasonable means to directly transfer or automatically forward all customer, supplier and other leads, calls, referrals and inquires relating to the Business or Products.

9. Miscellaneous.

(a) All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular or plural as the identity of the person or persons may require.

(b) Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked or canceled except by an instrument in writing signed by the party against whom any change, discharge or termination is sought.

(c) This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts, and shall be binding upon the Sellers, its representatives, successors and assigns and shall inure to the benefit of Buyer and its representatives, successors and assigns.

(d) In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

(e) This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith. This Agreement may be amended only by a writing executed by all parties hereto.

(f) This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

* * * * *

Please confirm your agreement with the foregoing by signing below herein.

Very truly yours,

SELLERS:

SIMCO INDUSTRIES, INC.

By: Ron Lataille
Name: Ron Lataille
Title: Treasurer

SIMCO AUTOMOTIVE TRIM, INC.

By: Ron Lataille
Name: Ron Lataille
Title: Treasurer

Agreed to this 18 day of November, 2005.

BUYER:
HARIG MANUFACTURING CORPORATION

By: T. Eckert
Tad Eckert, Vice President

EXHIBIT A

Subject Assets

SCHEDULE A

The following and only the following assets:

(a) The inventory owned by Seller and located at Seller's facilities in Macomb Township, Michigan (the "Premises") and listed on the Schedule of Inventory attached hereto and made a part hereof;

(b) All tools and molds used in the Business including without limitation the tooling and molds set forth on Schedule of Tooling and Molds attached hereto and made a part hereof.

(c) All rights relating to the Products.

(d) All trademarks, tradenames, service marks, patents, copyrights, technology, trade secretes, inventing,, know-how, design processes used in the Business and/or the Products, including without limitation Seller's right title and interest in and to the following registered trademarks:

Tri Vase®
Bur-Beaver®
Micro-Grind®
Stop Filing Let the Beaver Do It!® and
Cylinder - Mag™

(e) The drawings, in paper and in electronic form, to be delivered to Buyer at Closing.

(f) All of Seller's transferable licenses, permits or similar business authorizations relating to the Property formerly operated by Seller at the Premises.

(g) All customer lists and supplier lists of the Business, including without limitation, the customer lists and supplier lists listed on the Schedule of Customer and Supplier Lists attached hereto and made a part hereof.

(h) All sales and marketing materials, and other information relating to the Products.

(i) All other intangible assets of the Business including, without limitation goodwill.

Purchase Order

NONE

EXHIBIT C

BILL OF SALE

KNOW ALL BY THESE PRESENTS that **SIMCO INDUSTRIES, INC.**, a Michigan corporation and **SIMCO AUTOMOTIVE TRIM, INC.**, a Michigan corporation (collectively the "Sellers"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to each such Seller, receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers, and delivers to **Harig Manufacturing Corporation**, an Illinois corporation ("Buyer"), the following property (the "Property"):

the assets listed in Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property to Buyer and its successors and assigns to their own use and behoof forever.

Title to the Property shall pass to Buyer upon delivery of this Bill of Sale.

Sellers hereby represent, warrant and agree that (a) at the time of the delivery hereof all of the tangible Property is physically located at Sellers' facilities in Macomb Township, Michigan; (b) One or both of the Sellers is the lawful owner of the Property, free and clear of all restrictions, liens, encumbrances, rights, title and interests in others, except that Sellers make no representations or warranty with respect to its right, title or interest in and to the trademarks included in the Property or any derivation thereof; and (c) Sellers have a good right to sell, assign, transfer and deliver the Property as aforesaid and all requisite corporate action authorizing such sale, assignment, and transfer has been duly and effectively taken. Except as specifically set forth above, the Sellers make no warranty of any kind with respect to the Property, whether express or implied, including the implied warranties of merchantability or fitness for a particular purpose, and the Property sold hereunder is sold "where is, as is."

Sellers hereby agree that Sellers and their respective employees and agents will hereafter sign, seal, and deliver further bills of sale and any and all assignments, assurances at law, and other instruments and take any and all action which Buyer reasonably deems necessary or desirable to vest, perfect, or confirm, of record or otherwise, in Buyer the right, title, and interest in and to any of the Property, or to gain possession of, or realize upon, or otherwise enjoy any or all of the Property, or to carry out the intent and purposes of this Bill of Sale and the transactions contemplated hereby.

WITNESS the execution hereof under seal this 18 day of November, 2005.

SIMCO INDUSTRIES, INC.

By: *Ron Lutz*

SIMCO AUTOMOTIVE TRIM, INC.

By: *Ron Lutz*

TRADEMARK

REEL: 003733 FRAME: 0266

EXHIBIT D

ASSIGNMENT OF TRADEMARKS

A. **SIMCO AUTOMOTIVE TRIM, INC.** ("Assignor") owns, has adopted, has used and is using the trademarks listed on Exhibit A attached hereto, each of which is registered under the registration number corresponding to such mark (herein referred to collectively as the "Trademarks").

B. **Harig Manufacturing Corporation**, an Illinois corporation ("Assignee") is desirous of acquiring the Trademarks and the registrations thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee its entire right, title, and interest in and to: (i) each of the Trademarks and each of the registrations related thereto, the goodwill of the business symbolized by each of the Trademarks; (ii) any formulae of Assignor used or usable in connection with the Trademarks; and (iv) any claims by Assignor against third parties for past, present and future infringement of Trademarks.

Assignor has caused this Assignment to be executed by its duly authorized officer effective as of the day of November 2005.

SIMCO AUTOMOTIVE TRIM, INC.

By: *Ron Lutenillo*

SUBSCRIBED and SWORN
to before me this 18th day
of November, 2005.

 Amie Mcannon
Notary Public

EXHIBIT A
THE TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>
Tri-Vise®	1,449,319
Bur-Beaver®	1,480,466
Micro-Grind®	1,451,780
Stop Filing Let the Beaver Do It!®	1,468,002
<u>Unregistered Mark</u>	
Cylinder - Mag™	

SCHEDULE OF INVENTORY

SCHEDULE OF PRODUCT LINE INVENTORY

Stock Room Locator	Part Number	Description	Commodity Code	On Hand Quantity	Nettable Value	Non-Net On Hand
PLFG	91051	FP-910 Face Plate	CS24FB	5.00	\$450.00	\$2,250.00
	92044	BB-35Q 27-Flute Cutter	CS24FB	60.00	\$31.66	\$1,899.60
	92046	BB-35N 9-Flute Cutter	CS24FB	356.00	\$19.38	\$6,899.28
	92047	BB-35S Crosshatch Cutter	CS24FB	1.00	\$20.81	\$20.81
	92048	BB-35P 18-Flute Cutter	CS24FB	72.00	\$22.23	\$1,600.56
	92060	Motor Brushes	CS24FB	4.00	\$3.20	\$12.80
	92061	Cap Brush Holder	CS24FB	111.00	\$0.20	\$22.20
						\$12,705.25

PLRA	90904	Lock Pin	CS24FB	291.00	\$8.97	\$2,610.27
	90905BO	Draw Bar Lever (Blk Ox)		59.00	\$11.55	\$681.45
	90906	Crank Handle	CS24FB	50.00	\$1.24	\$62.00
	90907BO	Draw Bar (Blk Oxide)	CA25TO	7.00	\$16.75	\$117.25
	90910	Index Handle		191.00	\$2.59	\$494.69
	90911	Index Gear	CS24FB	30.00	\$58.00	\$1,740.00
	90921	Bushing	CA25TO	105.00	\$2.40	\$252.00
	90923	Snap Ring Retainer	CA25TO	26.00	\$2.41	\$62.66
	90953	Spindle Sub-Assembly	CS24FB	5.00	\$200.52	\$1,002.60
	92013	Speed Control	CS24FB	92.00	\$43.49	\$4,001.08
	92015	Motor	CS24FB	14.00	\$72.20	\$1,010.80
	92025	Lock Down Knob		150.00	\$1.05	\$167.50
	92034	Cutter Adapter		9.00	\$12.10	\$108.90
	92041	Feed Direction Decal		399.00	\$0.80	\$319.20
						\$12,620.40

TOTAL INVENTORY VALUE	\$25,325.65
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SCHEDULE OF CUSTOMER AND SUPPLIER LISTS

Customers—see listing in three-ring binder to be delivered at closing

Suppliers:

P-Ess Sheet Metal Fabricators—15300 Common Road, Roseville, MI 48066 (586) 771-7950

Computronics—6834 Sy Road, Niagra Falls, NY 14304 (716) 731-1307

Algonac Cast Products—PO Box 479, Algonac, MI 48001 (810) 794-9391

Grainger—Sept. 323, Palatine, IL 60038 (800) 311-4228

Mecom Industrial Products Co.—22797 Morelli Drive, Clinton Twp., MI 48036 (586) 463-2828

E&E Engineering—PO Box 67000, Dept# 294901, Detroit, MI 48267 (313) 978-3800

Royal Oak Name Plate—16560 Industrial, Roseville, MI 48066 (586) 774-8500

Severance Tool—3790 Orange Street, Saginaw, MI 48605 (517) 777-5500

Detroit Ball Bearings—(313) 264-6200

Gates, Inc.—(603) 924-3394

Peerless Steel—PO Box 77876, Detroit, MI 48277 (248) 528-3200

Magnetic Products—275 Highland Road, Highland, MI 48237 (248) 887-5600

SCHEDULE OF TOOLING AND MOLDS

1. Bur-Beaver Pattern
2. Micro Grind Pattern

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