

USPTO

4/2/2008

008 Fax Server

TO: PYLE & PIONTEK COMPANY; 221 NO

4/1/08

04-16-2008



103497208

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/24/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breuer Electric Mfg. Co., d/b/a Tornado Industries, Inc.	FORMERLY Breuer Electric Mfg. Co.	01/24/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Tornado Industries LLC
Composed Of:	COMPOSED OF Tacony Corporation
Doing Business As:	DBA Tornado Industries LLC
Street Address:	7401 W. Lawrence Ave.
City:	Harwood Heights 60706
State/Country:	ILLINOIS
Postal Code:	60706
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1175836	BREUER
Registration Number:	2128267	BREUER TORNADO
Registration Number:	2123007	BREUER/TORNADO
Registration Number:	0893187	CARPETKEEPER
Registration Number:	3281316	CARPETRINSER/DRYER
Registration Number:	1728309	EXSELLERATE
Registration Number:	0804815	FLOORKEEPER
Registration Number:	1972983	HEADMASTER
Registration Number:	2798981	PAC-VAC
Registration Number:	3125449	PROFI BY TORNADO

CH \$465.00 1175836

USPTO

4/2/2008 4:58:28 PM PAGE 4/008 Fax Server

TO: PYLE & PIONTEK COMPANY: 221 NORTH LASALLE ST.

Registration Number:	1982435	T-LITE
Registration Number:	1972982	TASKFORCE
Registration Number:	2017106	THE LATEST DIRT
Registration Number:	0441417	TORNADO
Registration Number:	0246727	TORNADO
Registration Number:	0528313	TORNADO
Registration Number:	1578628	TORNADO
Serial Number:	76563789	TORNADOVAC

CORRESPONDENCE DATA

Fax Number: (312)236-5574
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122368123
 Email: pylepiontekllc@aol.com
 Correspondent Name: Pyle & Piontek
 Address Line 1: 221 North LaSalle St.
 Address Line 2: Suite 2038
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	BRE 50001
NAME OF SUBMITTER:	Michael Piontek, Attorney for Registrant
Signature:	/mp/
Date:	04/01/2008

Total Attachments: 4
 source=scan1#page1.tif
 source=scan2#page1.tif
 source=scan3#page1.tif
 source=scan4#page1.tif

USPTO

4/2/2008 4:58:28 PM PAGE 5/008 Fax Server

TO: PYLE & PIONTEK COMPANY: 221 NORTH LASALLE ST.

Execution Version

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 24th day of January, 2007, between TACONY CORPORATION, a Missouri corporation, ("Buyer") and BREUER ELECTRIC MFG. CO. (d/b/a TORNADO INDUSTRIES, INC.), an Illinois corporation, ("Seller") and Seller's Shareholders.

Buyer and Seller entered into a Memorandum of Understanding, dated as of November 27, 2006 ("Memorandum"), pursuant to which Buyer agreed to purchase and Seller conditionally agreed to sell substantially all of the assets owned by Seller on the terms and conditions set forth in the Memorandum.

The Memorandum further provides that the specific liabilities of Seller to be assumed by Buyer will be mutually agreed upon by the parties and that Seller would retain all other liabilities not assumed by Buyer, and

Buyer and Seller and Shareholders wish to enter into this Agreement to more fully provide for and to consummate the transactions contemplated by that Memorandum, the terms and conditions of which shall be replaced and superseded by the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, each in consideration of the payments and the representations, warranties, covenants, and agreements of the other provided for or contained herein, do hereby agree as follows:

1. DEFINITIONS

A. **Defined Terms.** For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section:

- (1) **Business** — The business normally conducted by Seller, specifically the manufacture, distribution and sale of certain commercial floor care equipment.
- (2) **Contemplated Transactions** — all of the transactions provided for in this Agreement, including but not limited to the purchase and sale of the Purchased Assets.
- (3) **Employee Retirement Plan** — the 401(k) Plan in effect for the employees of Seller.
- (4) **Inventories** — all finished goods, work-in-process, raw materials, spare parts, and other materials and supplies to be used or consumed by Seller in the production of finished goods or the provision of its services.
- (5) **Karcher Agreement** — that certain International Master Distributorship Agreement dated July 20, 1999, as amended, by and among Alfred Karcher GmbH & Co. KG, Alfred Karcher, Inc. (collectively, "Karcher") and Seller.

5:51:40.100000 020000443.0

USPTO

4/2/2008 4:58:28 PM PAGE 6/008 Fax Server

TO: PYLE & PIONTEK COMPANY: 221 NORTH LASALLE ST.

Execution Version

(6) Premises—the property at 7401 West Lawrence Avenue, Harwood Heights, Illinois, where Seller currently conducts the Business.

(7) Shareholders—the shareholders of Seller, i.e., Thomas Bogusevic, Michael Selzaffer and Gary Cirone.

B. Usage.

1. Interpretation. In this Agreement, unless a clear contrary intention appears

(a) a reference in this Agreement to a Section, exhibit or Schedule shall mean a Section of, or exhibit or Schedule attached to, this Agreement, as the case may be; Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;

(b) the word "including" means without limitation; the word "or" is not exclusive and is used in the inclusive sense of "and/or";

(c) a reference to a document, instrument, or agreement shall be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto; and

(d) all words used in this Agreement will be construed to be of such gender or number as the circumstances require.

2. Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against a party shall not apply to any construction or interpretation hereof.

II. THE TRANSACTION

A. Purchase of Assets.

1. Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer, and deliver (and shall cause to sell, convey, assign, transfer, and deliver) to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any and all encumbrances, all right, title, and interest of Seller in and to all of the property and assets, tangible and intangible, of every kind and description whatsoever, wherever located, including the following (collectively the "Purchased Assets"):

(a) all personal property of Seller except the Excluded Assets identified in Section II A 2 of this Agreement ("Personal Property");

(b) all inventories of Seller ("Inventories");

(c) all accounts receivable of Seller (as described in Exhibit II A 1 (c)) ("Accounts Receivable");

USPTO

4/2/2008 4:58:28 PM PAGE 7/008 Fax Server

TO: PYLE & PIONTEK COMPANY: 221 NORTH LASALLE ST.

Execution Version

(d) all cash, cash equivalents and short term investments of Seller (except that which is necessary for Seller to satisfy its obligation to pay Reserved Liabilities);

(e) all work-in-process and open sales orders of Seller;

(f) all rights under contracts of Seller to be assumed by Buyer listed or described in Exhibit II A 1 (F) ("Assumed Contracts");

(g) all permits, licenses, and authorizations, in each case to the extent assignable or transferable to Buyer, related to the Business;

(h) all data and records related to the operations of Seller, including client and customer lists and records, sales leads, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials and sales materials, studies, reports, correspondence, and other similar documents and records;

(i) all intellectual property assets of Seller (as defined in Exhibit II A 1 (i)) and all other intangible rights and property, including going-concern value, goodwill, telephone and telecopy listings, e-mail addresses, Software, domain names, and Web sites ("Intellectual Property Assets");

(j) all claims, other than Seller's potential counterclaim against Overnite Transportation Company, against Third Parties relating to the Purchased Assets, whether claims or inchoate, known or unknown, contingent or noncontingent;

(k) all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities prior to the Closing, other than the benefits and proceeds resulting from liabilities or claims which are not assumed by Buyer under this Agreement;

(l) all rights of Seller to deposits, prepaid expenses, claims for refunds and/or offsets arising out of Seller's Business;

(m) all other tangible and intangible assets used in the Business, excepting only the Excluded Assets listed below; and

(n) all of Seller's ownership interest in Tornado Products, LLC, an Illinois limited liability company.

2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase, are excluded from the Purchased Assets, and shall remain the property of Seller after the Closing:

(a) Seller's minute books, stock and similar records, and company seals;

(b) all Contracts that are not Assumed Contracts;

USPTO

4/2/2008 4:58:28 PM

PAGE 8/008 Fax Server

TO: PYLE & PIONTEK COMPANY: 221 NORTH LASALLE ST.

Execution Version

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION

BUYER:

TACONY CORPORATION

By: *J. William Gordon*

Title: PRESIDENT

SELLER:

BREUER ELECTRIC MFG. CO.
(d/b/a TORNADO INDUSTRIES, INC.)

By: *M. L. L...*

Title: President

SHAREHOLDERS:

Michael Schaffer
MICHAEL SCHAPPER

Gary Cicone
GARY CICONE

Thomas Boousevic
THOMAS BOOUSEVIC