

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Power Products, Inc.		04/11/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nordo Inc.		
Street Address:	245 West Forest Hill Avenue		
City:	Oak Creek		
State/Country:	WISCONSIN		
Postal Code:	53154		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1345985	SHUTTLE WAGON	
Registration Number:	1319263	RYD-A-RAIL	
CORRESPONDENCE DATA			
Fax Number:	(312)360-9315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 360-0080		
Email:	tmdocket@gbclaw.net		
Correspondent Name:	Lawrence J. Crain		
Address Line 1:	300 S. Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1425.84446		
NAME OF SUBMITTER:	Lawrence J. Crain		
Signature:	/Lawrence J. Crain/		

CH \$65.00 1345985

Date:

04/28/2009

Total Attachments: 15

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EXECUTION COPY

STOCK PURCHASE AGREEMENT

by and among

NORDCO INC.,

CENTRAL POWER PRODUCTS, INC.,

the

SHAREHOLDERS OF CENTRAL POWER PRODUCTS, INC.,

EDWARD HARBOUR,

and

PETER W. BROWN,

solely in his capacity as the Sellers Representative

Dated as of April 11, 2008

CHI-1636511v6

TRADEMARK

REEL: 003978 FRAME: 0324

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of April 11, 2008 (the "Effective Date") by and among Nordco Inc., a Delaware corporation (the "Buyer"), Central Power Products, Inc., a Delaware corporation ("CPP"), the shareholders of CPP named on the signature pages of this Agreement (each a "Seller" and collectively, the "Sellers"), Edward Harbour, individually and solely with respect to Section 7.2 ("Harbour") and Peter W. Brown, solely in his capacity as the sellers' representative (the "Sellers Representative").

RECITALS

A. The Sellers own all of the issued and outstanding capital stock of CPP (the "Shares"); and

B. The Sellers wish to sell to the Buyer, and the Buyer wishes to purchase from the Sellers, all of the Shares on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1. Definitions and Defined Terms. The following terms will have the following meanings in this Agreement:

"Accounts Receivable" has the meaning provided in Section 4.25.

"Actual Closing Schedule" has the meaning provided in Section 2.5(d).

"Actual Customer Deposits Amount" has the meaning provided in Section 2.5(d)(iii).

"Actual Employee Plan Expenses Amount" has the meaning provided in Section 2.5(d)(iv).

"Actual Indebtedness Amount" has the meaning provided in Section 2.5(d)(i).

"Actual Working Capital Amount" has the meaning provided in Section 2.5(d)(ii).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with that Person. The term "control" (including with correlative meanings, the

ARTICLE II
PURCHASE AND SALE

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2.1. **Purchase and Sale of Shares.** Upon the terms and subject to the conditions set forth in this Agreement and on the basis of and in reliance upon the representations, warranties, obligations and agreements set forth in this Agreement, at the Closing as described in Article III, each Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer (or one or more Affiliates of the Buyer as the Buyer may designate) will purchase from each Seller, all of the Seller's right, title and interest in and to the Shares set forth opposite the Seller's name in Section 4.4(a) of the Disclosure Schedule, free and clear of any Liens.

2.2. **Purchase Price.** In consideration of the conveyance to the Buyer of the Shares and the other transactions contemplated under this Agreement, and provided that all of the conditions precedent to the obligations of the Buyer and the Sellers set forth in Article III of this Agreement have been satisfied or waived in writing before or at the Closing as described in Article III, the Buyer will pay or cause to be paid at the Closing an aggregate purchase price of _____ in cash (the "**Purchase Price**"), as adjusted in accordance with the terms of this Article II, Section 8.1(f) and Section 9.6, as follows:

(m) CPP has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(n) CPP has not engaged in any "reportable transaction" as defined in Section 6707A of the Code or Treasury Regulation §1.6011-4 (or any predecessor provision).

4.22. Intellectual Property.

(a) Sections 4.22(a)(i), 4.22(a)(ii) and 4.22(a)(iii) of the Disclosure Schedule set forth (along with the application number, application date, registration/issue number, registration/issue date, title or mark, county or other jurisdiction and owners, as applicable) a list of each and every item of the following:

- (i) Company Intellectual Property;
- (ii) Licensed Intellectual Property; and
- (iii) Licenses;

in each case indicating the respective owner, licensee, and licensor thereof; except that such lists need not identify:

- (iv) non-material unregistered Copyrights;
- (v) OTS software licenses;
- (vi) non-material Trade Secrets; or
- (vii) Trade Secrets, except by subject.

(b) CPP is the owner of, and has the valid right to use each item of Company Intellectual Property.

(c) CPP has the right to use any Licensed Intellectual Property in accordance with the terms of the respective Licenses.

(d) The Company Intellectual Property, and to CPP's Knowledge the Licensed Intellectual Property, is free and clear of all Liens, restrictions, and any other third party rights or interests, except as provided in Licenses.

(e) CPP has recorded its true ownership interest and, if required, its license interest, in all Patents, registrations of claims of Copyright, and Marks in the appropriate offices in the United States and all foreign countries.

(f) CPP has obtained from all shareholders, officers, directors, employees, independent contractors, agents, and consultants assignments to CPP of all rights to any Patents and to any inventions conceived, reduced to practice, developed, or

otherwise created by such shareholders, officers, directors, employees, independent contractors, agents, and consultants in connection with CPP's business.

(g) CPP has obtained from all shareholders, officers, directors, employees, independent contractors, agents, and consultants assignments to CPP of all material Copyrights.

(h) The Company Intellectual Property, and all of CPP's rights in the Company Intellectual Property, are valid and enforceable, and there are no pending or, to CPP's Knowledge, threatened proceedings, Claims or challenges alleging that any Company Intellectual Property is invalid or unenforceable, or challenging CPP's rights in any Company Intellectual Property.

(i) All registration, maintenance and renewal fees now due in respect of the Company Intellectual Property, and to CPP's Knowledge in respect of Licensed Intellectual Property, have been paid, or may still be paid without the necessity of commencing any permitted revival proceedings.

(j) CPP is complying with all marking Laws related to Patents and has required all licensees of its Patents to mark all products in accordance with Law.

(k) Any applications included in the Patents are pending, have not been abandoned, and have been and continue to be prosecuted. Except as set forth in Section 4.22(a)(i) of the Disclosure Schedule, none of the Patents, and to CPP's Knowledge Patents included in Licensed Intellectual Property, have expired or been declared invalid, in whole or in part. There are no ongoing interferences, oppositions, reissues, reexaminations or other proceedings involving any of the Patents, or to CPP's Knowledge any of the Patents included in Licensed Intellectual Property.

(l) To CPP's Knowledge, CPP has not disclosed, furnished, or made accessible any of its Trade Secrets to anyone who is not subject to a written agreement to maintain the confidentiality of such Trade Secrets, nor, to CPP's Knowledge, has any Person misappropriated any of its Trade Secrets.

(m) CPP has not received any notice and, to CPP's knowledge, is not subject to any actual or threatened proceedings, claiming or alleging that its products or the operation of its business infringes, misappropriates, or violates the Intellectual Property of any third party. Nor are any proceedings or Claims pending in which CPP alleges that any Person is infringing, misappropriating or otherwise violating any Intellectual Property or Licensed Intellectual Property. To CPP's Knowledge, none of the Company Intellectual Property is being infringed or otherwise used or available for use by any Person other than the Company, except pursuant to an agreement set forth on Schedule 4.14 of the Disclosure Schedule.

(n) The operation of the Company's business as currently conducted by CPP, or any part thereof, including the manufacture, use, sale and importation of CPP Products and the possession, use, disclosure, copying or distribution of any information, data, products or other tangible or intangible in the possession of CPP, and the possession

or use of the Company Intellectual Property has, does and will not infringe, misappropriate, violate or otherwise conflict with any Intellectual Property right of any other Person including any Affiliate of CPP or any Seller. To CPP's Knowledge, none of the Company Intellectual Property is being materially infringed, misappropriated or violated by any Person.

(o) The consummation of the transactions contemplated under this Agreement will not, to CPP's Knowledge, (i) result in the loss of, or otherwise adversely affect, any rights of CPP in any Intellectual Property or Licensed Intellectual Property, (ii) grant or require CPP or any other party to grant to anyone any rights with respect to any Intellectual Property, or (iii) result in the breach or termination of any Licenses.

4.23. Information Technology.

(a) Section 4.23(a) of the Disclosure Schedule sets forth a list and description of all Software developed or commissioned by CPP for use in its business. To CPP's Knowledge, (i) all such listed Software performs substantially in conformance with its documentation, is free from any material software defect, and does not contain any Unauthorized Code; (ii) the IT Systems used by CPP have been maintained in accordance with standards prudent in CPP's industry; (iii) the IT Systems used by CPP are in good working condition to effectively perform all information technology operations necessary for the conduct of the business of CPP; and (iv) CPP has made backups of all such Software (specifically including all databases). None of the listed Software contains or requires use of any "open source" code, shareware or other software that does or may require disclosure or licensing to any other Person of any Software owned or developed by or on behalf of CPP.

(b) Except for scheduled or routine maintenance, the IT Systems used by CPP are, taken as a whole, available for use during normal working hours. To CPP's Knowledge, CPP has taken reasonable actions for the backup and recovery of the data and information critical to the conduct of its business or made available to third parties in the course of its business.

(c) Except as set forth on Section 4.23(c) of the Disclosure Schedule, all IT Systems used by CPP are owned, controlled and operated by CPP and are not wholly or partly dependent upon any IT System of any other Person (other than the Internet).

(d) With respect to each item of listed Software, to CPP's Knowledge, CPP is in possession and control of the applicable source code, object code, and documentation required for use, distribution, maintenance and support of the Software as used, distributed, maintained, or supported in the business of CPP. To CPP's Knowledge, CPP has not disclosed Software source code to anyone (aside from the developers) other than pursuant to a confidentiality agreement that reasonably protects CPP's rights in the Software.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

NORDCO INC.

By: 

CENTRAL POWER PRODUCTS, INC.

By: _____
John L. Ying, President

**SHAREHOLDERS OF CENTRAL
POWER PRODUCTS, INC.**

John L. Ying, Individually

Ying Family Irrevocable Trust
dated September 15, 1997

Ed Harbour, Trustee

Ed Harbour Irrevocable Trust
dated August 27, 2007

Peter W. Brown, Trustee

The undersigned is executing this Agreement individually solely for the purpose of being bound by Section 7.2.

EDWARD HARBOUR

Ed Harbour, Individually

[Signature Page to the Nordco/CPP Stock Purchase Agreement]

TRADEMARK


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

NORDCO INC.

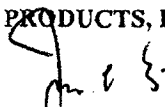
By: _____

CENTRAL POWER PRODUCTS, INC.

By: 

John L. Ying, President

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EDWARD HARBOUR



Ed Harbour, Individually

[Signature Page to the Nordco/CPP Stock Purchase Agreement]

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SELLERS REPRESENTATIVE



Peter W. Brown

[Signature Page to the Nordco/ CPP Stock Purchase Agreement]

TRADEMARK

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SECTION 4.22(a)

(i) *Company Intellectual Property*

TRADE SECRETS

- CPP considers its rail car systems, including but not limited to, its hydraulic system, manifolds, air system, electrical systems, and other component systems, together with the software (including PLCs) that operates them and ties them together, to be proprietary and secret.
- CPP considers its customer lists to be proprietary and secret.
- CPP considers the information it has regarding its customers and customer histories to be proprietary and secret.
- CPP considers its methods of manufacture and the manner in which it makes and assembles its component systems to be proprietary and secret.

DOMAIN NAMES AND REGISTRATIONS OF DOMAIN NAMES

- shuttlewagon.net
- shuttlewagon.com
- shuttlewagon.us
- railcarmover.com
- centralmfg.com
- rydarail.net

PATENTS

Jurisd	Patent /Serial Number	Issue Date	Title	Inventors/ Assignee	Status
US	6763767 SN10298028	July 20, 2004	Railcar Mover Having Negative Cambered Rail Wheels	E. Don Jackson, Scott Michael Higgins, Assigned to Central Manufacturing	4 Year Maintenance Paid
US	5,899,541 SN 08798318	May 4, 1999	Low Profile Rubber Tracked Snow	John L. Ying, Jack L. Highfill, Assigned to	Expired for non-payment of maintenance fee

			Vehicle With Snow-Clearing Drive Wheels	Central Power Products, Inc.	on 5/4/2007
CA	SN 2449599	filed Nov. 17, 2003 published May 15, 2004	Rail Car Mover Having Cambered Rail Wheels		Pending

TRADEMARKS

Jurisd	Registration/Serial Serial No.	Mark	Goods/Services	Status
US	1,345,985 73458435	SHUTTLE WAGON (plus design)	Self propelled tow car for short distance towing of rail cars in Class 12	Renewed
US	1,345,986	SHUTTLE SPOTTER	Self propelled tow car used for moving and positioning hauling trailers.	Cancelled April 8, 2006
US	1,319,263	RYD-A-RAIL	Equipment for Converting Vehicles from Highway to Rail Use-Namely, Attachable Rail Wheels and Structural Parts Thereof	Renewed
CA	TMA 562739 SN 1049474	SHUTTLE WAGON (and design)	Self propelled tow car for short distance towing of rail cars in Class 12	Registered May 29, 2002
CA	TMA 589,008 SN 1128557	SHUTTLEWAGON	Self propelled tow car for short distance towing of rail cars	Registered Sept. 5, 2003
CA	TMA 547016 SN 1049473	RYD-A-RAIL	Equipment for converting vehicles from highway to rail use, namely attachable rail wheels and structural parts thereof	Registered June 1, 2001

Mex	492,923	RAM logo	Mobile railcar movers	Registered and Renewed until Oct. 7, 2014
Mex	497,838	SHUTTLE WAGON	Mobile railcar mover	Registered and Renewed until March 24, 2015
EC	2020220	RAM logo	Self propelled tow car for short distance towing of rail cars in Class 12	Registered through Dec. 27, 2010
EC	2020295	SHUTTLE WAGON	Motor vehicles for towing wagons for short distances	Registered through Dec. 27, 2010

COPYRIGHT

- No Registered claims of Copyright.
- CPP has an unregistered copyright in the software it prepares for use in connection with its rail car hydraulic system, manifolds, air system, electrical systems, and other component systems to be proprietary and secret.
- CPP has an unregistered copyright in the content of its web sites and other promotional literature.
- CPP has an unregistered copyright interest in the drawings it prepares for the component parts of its rail car and rail car systems.
- CPP has an unregistered copyright interest in the contents of the databases containing information about its customers.

(ii) Licensed Intellectual Property

- None other than related to Software. See Schedule 4.23(a).

(iii) Licenses

- None other than related to Software and the web sites. See Schedule 4.23(a).