

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tsubaki Conveyor of America, Inc.		04/01/2007	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	U.S. Tsubaki, Inc.		
Street Address:	301 E. Marquardt Drive		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1664697	ONE-TOUCH INSPECTION DOOR	
CORRESPONDENCE DATA			
Fax Number:	(703)448-7397		
Phone:	703-442-4800		
Email:	jameswray@jcwray.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	James C. Wray		
Address Line 1:	1493 Chain Bridge Road, Suite 300		
Address Line 4:	McLean, VIRGINIA 22101		
ATTORNEY DOCKET NUMBER:	ONE-TOUCH INSPECTION DOOR		
NAME OF SUBMITTER:	James C. Wray		
Signature:	/James C. Wray/		
Date:	09/29/2011		
Total Attachments: 1 source=ONE-TOUCH INSPECTION DOOR Asset Purchase Agreement#page1.tif			

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated April 1, 2007, is by and between U.S. Tsubaki, Inc., an Illinois corporation (the "Buyer"), and Tsubaki Conveyor of America, Inc., a Tennessee corporation (the "Seller").

W I T N E S S E T H:

WHEREAS, the Seller is owned by Tsubakimoto Chain Co., a Japanese corporation (the "Owner");

WHEREAS, the Seller operates a business located at 138 Davis Street, Portland, TN (hereinafter called the "Business"); and

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller the properties, assets and undertaking of the Business all on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE 1: PURCHASE AND SALE

1.1 At the Closing (as defined in Section 3.1) and subject to all other terms and conditions of this Agreement, the Buyer shall purchase and the Seller shall sell, assign, transfer and convey to the Buyer good and marketable title, free and clear of all liens, liabilities, encumbrances, security interests, claims and other restrictions, in and to all of the properties and assets, on an "as-is where-is" basis, and undertakings and goodwill of the Business (the "Subject Assets"). Without limiting the generality of the foregoing, the Subject Assets shall include the following:

(a) all machinery and equipment, fixtures, furniture, office equipment and other tangible personal property identified on Schedule A;

(b) all the inventory of the Business (the "Inventory"), as of April 1, 2007 (the "Effective Date"), to be identified by the Buyer on Schedule B;

(c) all rights of the Seller pursuant to any express or implied warranties, representations or guarantees made by suppliers furnishing goods or services to the Business;

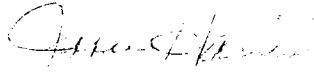
(d) the land and building situated in Portland, TN;

(e) all patents, trademarks, service marks, trade names, and registered copyrights, if any;

(f) all goodwill associated with the Business; and

(g) all Accounts Receivable and Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts (the "Other Assets").

Reason: I attest to the accuracy
and integrity of this document
Date: 2009.09.01


Janie Harris,
Assistant to General Counsel

TRADEMARK