

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaSalle Business Credit, Inc. as Agent		09/07/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Devlieg Bullard II, Inc.
Street Address:	10100 Forest Hills Road
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61115
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0619456	ACME-GRIDLEY
Registration Number:	0624022	
Registration Number:	0073868	
Registration Number:	2016687	FUTURMILL
Registration Number:	0870450	MATTISON
Registration Number:	0294191	NAMCO
Registration Number:	0665026	NAMCO
Registration Number:	0746963	NAMCO
Registration Number:	1000953	NATIONAL ACME
Registration Number:	0631236	NEW BRITAIN
Registration Number:	1855718	

CORRESPONDENCE DATA

Fax Number: (815)654-5770

Phone: 815-633-5300
Email: rockmail@reinhartlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Andrew J. Heinisch
Address Line 1: 2215 Perrygreen Way
Address Line 4: Rockford, ILLINOIS 61107

ATTORNEY DOCKET NUMBER:	503-192,177,233,178,379,
NAME OF SUBMITTER:	Andrew J. Heinisch
Signature:	/Andrew J. Heinisch/
Date:	02/22/2012

Total Attachments: 102

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----x
In re: : Chapter 11
: :
DeVlieg Bullard II, INC., : Case No. 04-12097 (MFW)
a Delaware corporation, : :
: :
Debtor. : **Related Docket Nos. 113, 114, 129**
: **and 130**
: :
(Employer Tax I.D. No. 52-2250646) : :
-----x

**ORDER (I) AUTHORIZING A SALE OF SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS RELATING TO ITS DEVLIEG BULLARD SERVICES
GROUP AND MACHINE TOOL GROUP FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES, AND INTERESTS AND (II) WAIVING
THE TEN DAY STAY PROVIDED BY BANKRUPTCY RULE 6004(g)**

This matter came before the Court on the Debtor's Amended Motion Pursuant To §§ 363 And 365 For Orders: (I) Approving Revised Bidding Procedures And Auction Date; (II) Authorizing Payment Of Break-Up Fee And Expense Reimbursement; (III) Scheduling Date And Time For Hearing On Approval Of Proposed Sale Resulting From Bidding Procedures; (IV) Approving Form And Manner Of Notice Of Hearing And Auction; (V) Authorizing A Sale Of Substantially All Of The Debtor's Assets Relating to Its DeVlieg Bullard Services Group and Machine Tool Group Free And Clear Of All Liens, Claims, Encumbrances And Interests; and (VI) Approving Assumption And Assignment Of Executory Contracts And Leases Involved In The Sale, (the "Sale Motion"), Docket No. 113, filed by the above-captioned debtor and debtor in possession (the "Debtor"). The Court having reviewed the Sale Motion; the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and reference from the District Court pursuant to 28 U.S.C. § 157; (b) this is a core proceeding pursuant

to 28 U.S.C. § 157(b)(2); (c) service and notice of the Sale Motion and Sale Hearing (defined below) having been provided pursuant to the Bidding Procedures Order (defined below); and (d) this Court having issued and entered an Order on August 20, 2004, (the "Bidding Procedure Order"), Docket No. 129, pursuant to which this Court, among other things, (i) established the date and time for the Sale Hearing; (ii) approved the bidding procedures specified therein (the "Bidding Procedures"), and (iii) approved the form and manner of notice for the Sale, pursuant to the terms and conditions of the Amended and Restated Asset Purchase Agreement between Bourn & Koch, Inc. (the "Buyer") and the Debtor (the "Seller") (the "Asset Purchase Agreement"); and the hearing having been held before this Court on September 7, 2004 (the "Sale Hearing"), at which time all parties in interest were afforded an opportunity to be heard; and this Court having heard testimony and received evidence in respect of the Sale; and upon all of the pleadings filed with this Court and the record of the Sale Hearing made by the Debtor before this Court; and it appearing to this Court that the relief requested by the Sale Motion is in the best interests of the Debtor, its estate and its creditors; and after due deliberation and consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Unless otherwise defined, capitalized terms used herein have the meanings given to them in the Sale Motion or the Asset Purchase Agreement.
2. Except as provided herein, the Debtor's requests for relief as set forth in the Sale Motion with respect to (a) authorizing a sale of substantially all of the Debtor's assets free and clear of all liens, claims, encumbrances, and interests and (b) waiving the

ten (10) day stay provided by Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 6004(g) are hereby GRANTED.

3. Proper, timely, adequate and sufficient notice of the Sale Motion, the Bidding Procedures, the Sale Hearing, and the proposed Sale and related relief have been provided and such notice constitutes due and proper notice for purposes of title 11 of the United States Code (the "Bankruptcy Code") sections 102(1), and 363 and Bankruptcy Rules 2002, 6004, 9006, 9008, and 9019 and no other or further notice of the Sale Motion, the Sale Hearing, or of the entry of this Order is required.

4. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity to make a higher and better offer to purchase the Sale Assets. The sale and auction process conducted by the Debtor was non-collusive and conducted at arms' length and in good faith.

5. The Buyer's offer for the Sale Assets is the highest and best offer and the amount of the Purchase Price represents the fair value of the Sale Assets in accordance with Bankruptcy Code section 506(a).

6. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion and set forth on the record made at the Sale Hearing has been afforded to all interested persons and entities, including: (a) United States Trustee; (b) counsel for the Official Committee of Unsecured Creditors (the "Committee"); (c) all known creditors of the Debtor, including all governmental and taxing authorities who have, or may have, claims, contingent or otherwise, against the Debtor; (d) parties who have shown an interest in the sale assets prior to July 21, 2004, the petition date; (e) the Debtor's secured lenders; (f) all parties who have filed a notice of appearance in this

case; (g) all entities which are parties to the executory contracts and unexpired lease to be assumed and assigned; (h) the unions representing the Debtor's hourly workforce; (i) the District Director of Internal Revenue; and (j) the Pension Benefit Guaranty Corporation.

7. The Sale is in the best interests of the Debtor, its estate, and its creditors.

8. The findings of fact set forth herein and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

9. All of the terms and conditions of the Asset Purchase Agreement are approved in all respects, and the sale of the Sale Assets pursuant to the Asset Purchase Agreement is hereby authorized under Bankruptcy Code sections 363(b) and (f). The omission in this Order of specific reference to any provision of the Asset Purchase Agreement shall not impair or diminish the efficacy, propriety, or approval of such provision.

10. The Debtor is authorized and directed to execute, deliver and perform the Asset Purchase Agreement and all other documents contemplated thereby and to consummate the transactions contemplated thereby; the execution, delivery, and performance by the Debtor of the Asset Purchase Agreement and all other documents contemplated thereby, and the consummation of the transactions contemplated thereby, have been duly authorized by all necessary corporate action on the part of the Debtor.

Further, no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement or this Order, are required to consummate the Sale.

11. The Asset Purchase Agreement and any related agreement, documents, or other instruments may be waived, modified, amended or supplemented by the parties thereto in accordance with the terms thereof in a manner that has no material adverse effect upon any lienholder not specifically consenting thereto without further order of this Court.

12. The Debtor has adequate business justification to sell the Sale Assets pursuant to the terms of the Asset Purchase Agreement. Such business justification includes, but is not limited to, the following factors: (i) there is a significant risk of immediate and irreparable deterioration in the value of the Sale Assets if the Sale is not consummated quickly and (ii) the value of the Sale Assets will be maximized when sold as a going concern, because the Sale Assets have been extensively marketed and sold in a calculated and efficient manner.

13. As a condition to the Sale, the Buyer requires that the Sale Assets be sold to it free and clear of any and all liens, claims, encumbrances, and interests against or with respect to tangible or intangible property or rights, whether imposed by agreement, understanding, law, equity, or otherwise, except for any restrictions on transfer generally arising under any applicable federal or state securities law (collectively, "Encumbrances"). The Buyer would not enter into the Asset Purchase Agreement or consummate the Sale, thus adversely affecting the Debtor's estate and impeding the Debtor's efforts to maximize the value of its estate, if the Sale were not free and clear of all Encumbrances.

14. Each entity with a Lien on the Sale Assets, subject to approval of the Asset Purchase Agreement and entry of this Order, has consented to the Sale or is deemed to have consented to the Sale, or the Sale is permissible under Bankruptcy Code section 363(f) over the objection of the entities not so consenting.

15. All of the actions taken by the Buyer and the Debtor, and its respective officers, directors, employees, counsel, financial advisors and other professionals in connection with the Asset Purchase Agreement and the Sale Motion have been taken in good faith, and the Buyer is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

16. In the absence of a stay pending appeal, the Buyer will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the Sale as contemplated by the Asset Purchase Agreement, and, accordingly, such closing in the face of an appeal will not deprive the Buyer of its status as a good faith purchaser. If the parties to the Sale consummate the transactions contemplated thereby while an appeal of this Order is pending, the Buyer shall be entitled to rely upon the protections of Bankruptcy Code section 363(m), absent any stay pending appeal granted by a court of competent jurisdiction prior to such consummation.

17. There is no common identity among the Buyer and the Debtor's incorporators, officers, directors or material interest holders.

18. The Buyer does not constitute a successor to the Debtor or its estate. The Sale does not amount to a consolidation, merger or de facto merger of the Buyer and the Debtor or its estate, and the Buyer is not merely a continuation of the Debtor or its estate,

there is no substantial continuity between the Buyer and the Debtor or its estate, and there is no continuity of enterprise between the Buyer and the Debtor and its estate.

19. No party has asserted the application of any bulk sales law or any similar law and, to the extent any such laws do apply, the Sale pursuant to Bankruptcy Code section 363 supersedes any such state law restrictions.

20. The Buyer is only purchasing the Sale Assets, and is only assuming the Assumed Liabilities defined in the Asset Purchase Agreement.

21. All of the provisions of this Order are nonseverable and mutually dependent.

22. Upon Closing, consistent with the terms of section 2.4 of the Asset Purchase Agreement, the Buyer shall pay in cash to the Debtor an amount equal to \$12,814,000, less any applicable adjustments to the Purchase Price as set forth in section 2.4.3 of the Asset Purchase Agreement.

23. The Debtor is authorized and directed (a) to deposit the net proceeds of the Sale, at the Closing thereof, in the amount of \$~~20,233,571~~ with a financial institution acceptable to the Debtor, LaSalle Business Credit LLC ("LaSalle") and the City of Frankenmuth, Michigan ("Frankenmuth") to be held pending agreement or further order of this Court with respect to the amount and relative priority, if any, of any secured claim against the Sale Assets held by Frankenmuth; and (b) to pay the balance of the net proceeds of the Sale to LaSalle, at the Closing thereof, in partial satisfaction of LaSalle's senior secured claim against the Debtor's estate, subject to the obligations of LaSalle under any order entered by this Court in connection with the Joint Motion of the Debtor,

the Committee and Lender for Approval of the Collateral Sharing Agreement Pursuant to Bankruptcy Rule 9019(a) (Docket No. 131).

24. The Debtor has good title to the Sale Assets and, accordingly, the transfer of the Sale Assets as contemplated by the Asset Purchase Agreement (a) is or will be a legal, valid, and effective transfer of the property of the Debtor's estate to the Buyer and (b) vests or will vest in the Buyer all right, title, and interest of the Debtor in and to all of the Sale Assets free and clear of all Encumbrances.

25. Pursuant to Bankruptcy Code sections 363(f) and 105(a), title to all of the Sale Assets shall be transferred to the Buyer at the Closing in accordance with the terms and conditions of the Asset Purchase Agreement (or thereafter as provided therein), free and clear of all liens, claims, encumbrances, and other interests (including, without limitation, all postpetition obligations and liabilities of the Debtor and its defenses). Subject to the provisions of the Asset Purchase Agreement, all liens, claims, encumbrances, and other interests shall attach to the proceeds from the Sale of the Sale Assets, in the order of its priority, with the same validity, force, and effect that they had against the Sale Assets immediately prior to the Sale, subject to any defenses, counterclaims, rights of avoidance, and rights under Bankruptcy Code section 506(c) held by the Debtor's estate. Except as expressly provided herein or the Asset Purchase Agreement, nothing contained herein shall be deemed to be an acknowledgement or consent by the Debtor as to the amount, priority, or allowance of any claim or validity, force and effect of any Lien.

26. Except as may be expressly permitted by the immediately preceding paragraph or the Asset Purchase Agreement, all non-debtor persons and entities holding

Encumbrances of any kind and nature with respect to the Sale Assets or the Debtor are barred from asserting such Encumbrances against the Buyer, its successors and assigns, or against the Sale Assets.

27. This Order shall be binding upon the Debtor, its respective successors and assigns, and any trustee that may be appointed in this case or in any case under Chapter 7 of the Bankruptcy Code to which any such case may be converted, all creditors of the Debtor (whether known or unknown), and any affected third parties, including, without limitation, all persons and entities asserting any claims against or interests in the Debtor's estate, the Debtor's assets or any of the Sale Assets and all other persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law or by the duties of its office or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Sale Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, documents and instruments for recording in any governmental agency or department required to transfer the Sale Assets to the Buyer and all licenses under the Debtor's ownership necessary for the operation of any Sale Assets, and the county and state offices wherein termination statements under the Uniform Commercial Code are authorized to be filed.

28. From and after entry of this Order, neither the Debtor nor any of its respective creditors or other parties in interest shall take or cause to be taken any action that would interfere with the transfer of the Sale Assets to the Buyer in accordance with the terms of this Order.

29. The Purchase Price for the Sale Assets and the transactions contemplated under the Asset Purchase Agreement shall not be avoided or otherwise challenged under the Bankruptcy Code.

30. Upon the Closing, without further notice or order, the Buyer and its affiliates and advisors, the Debtor, the Debtor's estate, LaSalle Business Credit LLC and KPS Special Situations Fund Ltd. Partnership, the Debtor's secured lenders under its pre- and postpetition financing facility, the United States Trustee and the Debtor's affiliates and advisors (the "Parties") shall be mutually released from the claims the Parties have against each other relating to the Sale Motion and the Sale; provided, however, no claims under the Asset Purchase Agreement are released against each entity having obligations under the Asset Purchase Agreement.

31. Upon failure to consummate the Sale because of a breach or failure on the part of the Buyer, the Debtor may select in its business judgment the next highest or otherwise best qualified bid to be the successful bid without further order of this Court.

32. As of the time and date of the Closing, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the Sale and the other transactions contemplated by the Asset Purchase Agreement.

33. This Court retains jurisdiction to: (i) enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, (ii) compel delivery of the Sale Assets to the Buyer, (iii) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein, and (iv) interpret, implement, and enforce the provisions of this Order.

34. The provisions of this Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any chapter 11 plan for the Debtor or converting the Debtor's case from chapter 11 to a case under chapter 7 of the Bankruptcy Code or dismissing the Debtor's chapter 11 case.

35. There is a need to consummate the transactions contemplated hereby as rapidly as possible. Accordingly, there is cause to lift the stays of execution of this Order as contemplated by Bankruptcy Rule 6004(g); the automatic stay of provided in Bankruptcy Rule 6004(g) is hereby terminated, and this Order shall be effective and enforceable immediately upon entry.

36. The two "Acme Machines" defined in the Limited Objection of Federal Mogul Corporation to the Sale (Docket No. 169) shall not be included in the Sale Assets sold to Buyer under the Asset Purchase Agreement.

37. The Debtor is authorized to close the Sale immediately upon entry of this Order.

38. All objections to the Sale Motion or the Sale that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are specifically overruled or denied on the merits.

Dated: Sept. 7, 2004


UNITED STATES BANKRUPTCY JUDGE

PREPARED BY:

Shawn M. Riley (0037235)
Scott N. Opincar (0064027)
Beth E. Hansen (0073467)
McDONALD HOPKINS CO., LPA
600 Superior Avenue, East
Suite 2100
Cleveland, Ohio 44114-2653
Telephone: (216) 348-5400
Facsimile: (216) 348-5474
E-mail: sriley@mcdonaldhopkins.com
sopincar@mcdonaldhopkins.com
bhansen@mcdonaldhopkins.com

COUNSEL FOR THE DEBTOR
AND DEBTOR IN POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
DeVLIEG BULLARD II, INC.,)	Case No. 04-12097 (MFW)
a Delaware corporation,)	
Debtor.)	Related Docket Nos. 10,11, 60, 91, and 113
)	Hearing Date: n/a

**NOTICE OF FILING EXECUTED AMENDED AND
RESTATED ASSET PURCHASE AGREEMENT**

PLEASE TAKE NOTICE THAT the above-captioned debtor and debtor in possession filed the Debtor's Amended Motion Pursuant To §§ 363 And 365 For Orders: (I) Approving Revised Bidding Procedures And Auction Date; (II) Authorizing Payment Of Break-Up Fee And Expense Reimbursement; (III) Scheduling Date And Time For Hearing On Approval Of Proposed Sale Resulting From Revised Bidding Procedures; (IV) Approving Form And Manner Of Notice Of Hearing And Auction; (V) Authorizing A Sale Of Substantially All Of The Debtor's Assets Relating to its DeVlieg Bullard Services Group and Machine Tool Group Free And Clear Of All Liens, Claims, Encumbrances And Interests; and (VI) Approving Assumption And Assignment Of Executory Contracts And Leases Involved In The Sale, Docket No. 113 (the "Amended Motion"). The Amended and Restated Asset Purchase Agreement attached as Exhibit

(540848:)

#114
8/17/04

A to the Amended Motion as filed with the Court inadvertently omitted the pages beginning with page number 37. Accordingly, attached to this Notice is the Amended and Restated Asset Purchase Agreement in its entirety.

Respectfully submitted,

Dated: August 17, 2004
Wilmington, Delaware

By: /s/ Scott N. Opincar
Shawn M. Riley, Esquire
Scott N. Opincar, Esquire
Beth E. Hansen, Esquire
McDONALD HOPKINS CO., LPA 600
Superior Avenue, East, Suite 2100
Cleveland, Ohio 44114-2653
(216) 348-5400 (telephone)
(216) 348-5474 (fax)
sriley@mcdonaldhopkins.com
sopincar@mcdonaldhopkins.com
bhansen@mcdonaldhopkins.com

Proposed Counsel for the Debtor

and

James E. Huggett, Esquire (# 3956)
Douglas S. Stanger, Esquire
Victoria Varrasse, Esquire
FLASTER/GREENBERG P.C
913 N. Market Street, 7th Floor
Wilmington, Delaware 19801
(302) 351-1910 (telephone)
(302) 351-1125 (direct dial)
(302) 351-1919 (fax)
james.huggett@flastergreenberg.com

Proposed Counsel for the Debtor

EXECUTION VERSION

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT is made this 17th day of August, 2004, by and among BOURN & KOCH, INC., an Illinois corporation ("Buyer"), and DEVLIEG BULLARD II, INC., a Delaware corporation ("Seller"), and amends and restates, and supersedes and replaces, the Asset Purchase Agreement dated July 29, 2004 between Buyer and Seller.

BACKGROUND

WHEREAS, Seller is engaged in the machine tool business at the following facilities:

- A. Corporate headquarters at Rockford, Illinois ("Corporate");
- B. DeVlieg Bullard Services Group facilities at Rockford, Illinois ("DBSG");
- C. DeVlieg Bullard Machine Tool Group at Claremont, New Hampshire, Twinsburg, Ohio, and Hanover, Pennsylvania ("MTG"); and
- D. Tooling System Division in Frankenmuth, Michigan ("TSD").

WHEREAS, Buyer desires to purchase and obtain the conveyance, assignment and transfer from Seller, and Seller desires to sell, convey, assign and transfer to Buyer substantially all of the assets and properties of Seller from Corporate, DBSG and MTG (collectively, the "Businesses"), but not any of the assets or properties of Seller from TSD.

WHEREAS, on July 21, 2004 ("Petition Date"), Seller filed a voluntary petition for relief pursuant to chapter 11 of The Bankruptcy Reform Act of 1978, as codified in Title 11 of the United States Code §§ 101-1330 (as amended, the "Bankruptcy Code") in the United States

EXECUTION VERSION

Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and such case is presently pending under Case No.04-12097 (the "Bankruptcy Proceedings");

WHEREAS, subject to approval of the Bankruptcy Court as set forth in this Agreement, and subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, assign, convey and deliver the Purchased Assets (as defined below in this Agreement) to Buyer.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Definitions. The following terms, as used in this Agreement, have the following meanings:

"Acquired Purchase Orders" has the meaning given such term in Section 2.3.1(k).

"Avoidance Action" means any and all claims and causes of action which Seller may assert under the Bankruptcy Code, including Seller's rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other direct or indirect claim of any kind whatsoever, whenever and wherever arising or asserted, including, without limitation, causes of action brought pursuant to Bankruptcy Code Sections 544, 547, 548, 549, 550 and 553, and recoveries upon such causes of action.

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"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, membership or partnership interests, election or appointment of directors, by contract or otherwise.

"Agreement" means this Amended and Restated Asset Purchase Agreement and all Schedules and the Exhibits attached to this Agreement, as amended, consolidated, supplemented, novated or replaced by the parties from time to time, as the same may be amended from time to time.

"Amended Bid Procedures Order" means an order issued by the Bankruptcy Court containing terms and conditions satisfactory to Buyer and Seller, approving the Auction and overbid procedures with respect to the transactions contemplated in this Agreement.

"Assumed Contracts" means those Contracts identified on Schedule 2.3.1(e) which shall be attached to this Agreement by August 10, 2004.

"Assumed Liabilities" has the meaning given such term in Section 2.4.4.

"Auction" has the meaning given such term in Section 5.1.5.

"Bankruptcy Code" has the meaning provided in the third WHEREAS clause of this Agreement.

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"**Bankruptcy Court**" has the meaning provided in the third WHEREAS clause of this Agreement.

"**Bankruptcy Proceedings**" has the meaning provided in the third WHEREAS clause of this Agreement.

"**Books and Records**" means all books of account and other financial records of Seller pertaining to the Purchased Assets and all advertising materials, existing customer lists (including, to the extent included in such lists, the names and addresses of current, past and prospective customers of the Businesses), price lists, supplier lists, drawings, designs, quality control specifications, cost analyses, flow sheets, equipment and parts lists, process sheets, instruction manuals, the telephone and facsimile numbers and telephone book listings and directories of Seller, and other records of Seller which relate to the Businesses or relate to the Purchased Assets.

"**Breakup Fee**" has the meaning given such term in Section 5.1.5.

"**Businesses**" shall have the meaning given such term in the second WHEREAS clause of this Agreement.

"**Business Day**" means any day, other than a Saturday, Sunday or a day on which banks located in New York City shall be authorized or required by law to close.

"**Buyer**" shall have the meaning given such term in the Preamble of this Agreement.

"**Closing**" shall have the meaning given such term in Section 3.1.

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"Closing Date" means the date on or as of which the Closing occurs.

"Confidentiality Agreement" means the confidentiality letter agreement, dated as of February 20, 2004, between Buyer and Seller.

"Contracts" means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Purchased Assets or the operation of the Businesses to which Seller is a party or by which it or any of its Purchased Assets are bound.

"Cure Amount" has the meaning set forth in Section 5.2.5.

"DBSG" has the meaning provided in the first WHEREAS clause of this Agreement.

"Deposit" has the meaning given such term in Section 2.4.2.

"DIP Order" means that certain Final Order (I) Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§105, 361, 364(c)(2), 364(c)(3) and 364(d)(1), and (B) Use Cash Collateral Pursuant to 11 U.S.C. §363(c)(2), (II) Modifying the Automatic Stay Pursuant to 11 U.S.C. §362, and (III) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §361 and 363 as amended or modified and approved by the Bankruptcy Court.

"Employee Plan" has the meaning given such term in Section 2.4.5 (i).

"Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, or rule of common law in effect and in each case as amended as of the date of this Agreement, including any judicial or administrative order, consent decree or

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judgment, relating to the environment or Hazardous Materials, including, without limitation, (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, (ii) Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, (iii) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, (iv) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*, (v) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, (vi) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, (vii) the Safe Drinking Water Act, 42 U.S.C. § 3808 *et seq.*, (viii) the Hazardous Materials Transportation Act, and (ix) any Illinois, Michigan, New Hampshire, Ohio, or Pennsylvania state equivalent of any of the foregoing, all as amended.

"ERISA" has the meaning given such term in **Section 2.4.5(i)**.

"Excluded Assets" shall have the meaning given such term in **Section 2.3.2**.

"Excluded Liabilities" shall have the meaning given such term in **Section 2.4.5**.

"Expense Reimbursement" shall have the meaning given such term in **Section 5.1.5**.

"Final Order" means an order or judgment entered and adopted by the Bankruptcy Court as to which (i) the time for appeal has expired and a notice of appeal has not been timely filed, or (ii) any appeal taken has been finally dismissed or determined and is not subject to further review.

"Governmental Entity" means any federal, state, county, municipal, local, foreign, international, regional, or other governmental authority or any court of competent jurisdiction, administrative agency or commission or other governmental authority, board, body or instrumentality, domestic or foreign.

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"Hazardous Materials" means those substances defined or classified as "hazardous" or "toxic" substances pursuant to applicable Environmental Law, including without limitation, those substances listed from time to time in the United States Department of Transportation's Hazardous Materials Table (49 C.F.R. § 172.101 and amendments thereto) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 or 40 C.F.R. Part 116 and amendments thereto).

"Higher and/or Better Offer" means an offer or offers approved by the Bankruptcy Court to acquire any or all of the Purchased Assets other than the offer contained in this Agreement.

"Intellectual Property Rights" means all intellectual and proprietary property of Seller used or held for use primarily in the Businesses as it exists in any jurisdiction, in each case, to the extent owned by, licensed to (to the extent such licenses are assignable), or otherwise used or held for use by Seller, including:

- (a) computer software and related source codes, object code, and documentation related thereto;
- (b) trade secrets, including, without limitation, designs, research and development information, technical information, specifications, operating and maintenance manuals, methods, technology, engineering data and drawings, know-how, processes, proprietary data, formulae, mask works, inventions and discoveries, industrial designs and other proprietary rights, whether or not patentable or subject to copyright, mask works, or trade secret protection and whether or not confidential;

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- (c) United States and foreign trademarks, service marks, trade dress, trade names, brand names, Internet domain names, websites or web pages, designs, logos, or corporate names (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration thereof;
- (d) United States and foreign patents, patent applications and other patent rights (including any divisions, continuations, continuations-in-part, renewals, substitutions or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended, modified, withdrawn or refilled);
- (e) copyrights, including all renewals and extensions thereof, copyright registrations and applications for registration thereof, and non-registered copyrights;
- (f) to the extent transferable or assignable, all licenses, sublicenses, and other agreements or permissions related to the property described in clause (a) through clause (e) above; and
- (g) the rights to sue for, and remedies against, past, present, and future infringements thereof, and the rights of priority and protection of interests therein under applicable laws and all documentation that embodies or relates to the property described in clause (a) through clause (f) above.

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"IRC" means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury regulations promulgated and the rulings issued thereunder.

"Knowledge" or "knowledge," and words of similar import, means the actual knowledge after reasonable inquiry of Alan J. Konieczka, Duane Langkamp and James A. Holt.

"Lien" means, with respect to any of the Purchased Assets, regardless of whether created or incurred pre- or post- Petition Date, any lien, pledge, charge, option, right of first refusal, license to a third party, lease to a third party, security agreement, security interest, encumbrance or other adverse claim, restriction, interest or limitation of any kind in respect of any of the Purchased Assets. For the purposes of this Agreement, without limiting the definition of a "Lien," Seller will be deemed to own subject to a Lien any asset which Seller has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"Material Adverse Effect" means a material adverse effect on the financial condition, business, assets or results of operations of the Businesses, taken as a whole.

"MTG" has the meaning provided in the first WHEREAS clause of this Agreement.

"Permit" means any license, permit or other similar authorization issued by a Governmental Entity necessary to the ownership of the Purchased Assets or in the conduct of the Businesses and the ownership of the Purchased Assets.

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"Person" means and includes an individual, partnership, association, joint venture, corporation, limited liability company, limited liability partnership, trust, trustee, any other entity or organization and any Governmental Entity.

"Petition Date" has the meaning provided in the third WHEREAS clause of this Agreement.

"Purchased Assets" shall have the meaning given such term in Section 2.3.1.

"Purchase Price" shall have the meaning given such term in Section 2.4.1.

"Sale Order" means an order issued by the Bankruptcy Court authorizing (i) the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Buyer (or its successors or permitted assigns) free and clear of all Liens, and (ii) the assumption by Buyer of the Assumed Contracts. The Sale Order shall contain, among other things, substantially the following provisions:

- (a) the Bankruptcy Court will retain jurisdiction for the purpose of enforcing the provisions of the Sale Order and to determine disputes;
- (b) Seller is authorized to proceed with the Sale pursuant to 11 U.S.C. §§ 363(b), (f) and (m) free and clear of any and all Liens;
- (c) neither Seller nor creditors of Seller have any Liens against Buyer or the Purchased Assets;
- (d) Buyer is a "good faith" purchaser within the meaning of Section 363(m) of the Bankruptcy Code;

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- (e) no competitive bids have been received which meet the Bid Procedures and which the Bankruptcy Court deems reasonable and appropriate or, if such bids have been received, Buyer shall be the successful bidder at the Auction;
- (f) the Purchase Price represents the fair value of the Purchased Assets;
- (g) the Sale is in the best interests of Seller's estate and its creditors;
- (h) due and adequate notice and an opportunity to be heard in accordance with all applicable law was given to all necessary parties in Seller's chapter 11 case, including without limitation, all federal and state environmental and taxing authorities;
- (i) Buyer and Seller are authorized to close the Sale immediately upon entry of the Sale Order;
- (j) upon failure to consummate a Sale because of a breach or failure on the part of Buyer, Seller may select in its business judgment the next highest or otherwise best qualified bid(s) to be the successful bid(s) without further order of the Bankruptcy Court;
- (k) waiving the requirements of Bankruptcy Rule 6004(g).

"Seller" has the meaning given such term in the Preamble of this Agreement.

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"Sold Machines" means two Motch 119s, which Seller has sold to its customer, Federal Mogul; a New Britain rebuild for Seller's customer Crouse-Hines; and a Blanchard 2248 Grinder sold to J. W. Hicks.

"Target Value" is the book value of the DBSG parts inventory, identified on Seller's Finished Goods Inventory Report, as reflected on Seller's May 31, 2004 balance sheet of \$25,394,042.39, less \$393,000 through September 14, 2004, or \$436,000 for the period September 15, 2004 through September 21, 2004.

"Tax" or "Taxes" means all taxes, assessments, charges, duties, fees, levies or other governmental charges including, without limitation, all federal, state, local, foreign and other net or gross income, gross receipts, alternative or add-on minimum tax, franchise, profits, capital gains, capital, transfer, sales, use, *ad valorem*, occupation, premium, property, excise, severance, environmental (including taxes under IRC §59A) or windfall profits tax, stamp, license, payroll, employment, withholding and other taxes, assessments, charges, customs, duties, fees, levies or other governmental assessments or charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest, whether disputed or not.

"TSD" has the same meaning provided in the first WHEREAS clause of this Agreement.

ARTICLE 2

PURCHASE AND SALE

2.1. **Agreement to Sell.** At the Closing (as defined in Article 3), and except as otherwise specifically provided herein, and in reliance on the representations, warranties and covenants of Buyer contained herein, Seller shall sell, convey, assign, transfer and deliver to Buyer or its nominee, upon and subject to the terms and conditions of this Agreement, all right, title and interest of Seller in and to the **Purchased Assets** (as defined below), free and clear of all Liens of any nature whatsoever.

2.2. **Agreement to Purchase.** Upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Seller contained herein, Buyer shall, at Closing, purchase the Purchased Assets from Seller in exchange for the Purchase Price (defined in Section 2.4.1 hereof).

2.3. **Description of Purchased Assets; Excluded Assets.**

2.3.1 **Purchased Assets:** As used in Seller's Businesses, wherever located:

(a) the machinery, equipment, tools, vehicles, furniture, furnishings, spare and replacement parts, molds, patterns, dies, jigs, goods and other tangible personal property of Seller's Businesses, including, but not limited to, those items which are listed on **Schedule 2.3.1(a)** attached hereto;

(b) all computer equipment owned by Seller, including but not limited to those items listed on **Schedule 2.3.1(b)**;

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(c) all rights under express or implied warranties relating to the Purchased Assets;

(d) all raw materials, work-in-process, finished goods, "crib stock," packaging materials, supplies, and other inventories as of the Closing Date;

(e) the Assumed Contracts as specifically set forth on Schedule 2.3.1(e);

(f) all prepaid expenses, including but not limited to *ad valorem* taxes, leases and rentals (except for prepaid expenses related to Contracts which are not Assumed Contracts);

(g) all of Seller's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties and rebates;

(h) all interests of Seller in the Intellectual Property Rights;

(i) all transferable Permits affecting, or relating in any way to, the Businesses or the operation of the Businesses (it being understood that Buyer may, but shall not be required to, accept and assume any of said Permits);

(j) all Books and Records, whether in hard copy or computer format, used in the Businesses, including, without limitation, any information relating to Tax imposed on the Purchased Assets;

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(k) all open customer purchase orders entered into in the ordinary course of business, as of the Closing Date, and all open vendor purchase orders issued after the Petition Date in the ordinary course of business for Class I DBSG parts inventory and other DBSG parts inventory ordered to fulfill customer orders, as of the Closing Date (collectively, the "Acquired Purchase Orders");

(l) Seller's rights to receive 50% of the royalties payable for the three (3) year period ending February 14, 2006 and 100% of the royalties for the one (1) year period ending February 14, 2007 under the License Agreement dated February 14, 1997 between Seller and Mattison Rotary Lathes, Inc.; and

(m) all goodwill associated with the Businesses or the Purchased Assets, together with the right to represent to third parties that Buyer is the successor to the Businesses.

2.3.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement or otherwise, Buyer expressly understands and agrees that the following assets and properties of Seller (the "Excluded Assets") shall be excluded from the Purchased Assets:

- (a) all of Seller's cash and cash equivalents on hand and in banks;
- (b) the Sold Machines;
- (c) all of Seller's interests in Microbore UK, Ltd.;
- (d) all of tangible and intangible assets with respect to TSD;

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- (e) all Contracts other than Assumed Contracts;
- (f) the Avoidance Actions and any rights, defenses, crossclaims or counterclaims with respect to any Avoidance Actions;
- (g) all accounts, notes and other receivables;
- (h) the corporate seals, certificates of incorporation, minute books, stock books, stock certificates, Tax returns, books of account or other records having to do solely with the corporate organization of Seller;
- (i) all rights which accrue or will accrue to Seller under this Agreement;
- (j) any assets maintained pursuant to or in connection with any Employee Plan of Seller;
- (k) all insurance policies now or at any time held by Seller or its predecessors and any entitlements thereunder and proceeds thereof; and
- (l) all leased equipment other than equipment which is subject to an Assumed Contract.

2.4. **Purchase Price, Payment, Allocation, Liabilities.**

2.4.1 **Purchase Price.** Subject to any adjustments under Section 2.4.3 hereof, the purchase price to be paid for the Purchased Assets (the "Purchase Price") shall be **Twelve Million Eight Hundred and Fourteen Thousand Dollars (\$12,814,000.00).**

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The Purchase Price is to be paid by Buyer to Seller in cash by wire transfer of immediately available funds to an account designated by Seller acceptable to the Bankruptcy Court at the Closing.

2.4.2 **Deposit**. Buyer has submitted by wire transfer a deposit of \$350,000, which is being held in escrow by Seller's attorneys (the "Deposit"). If Buyer fails to consummate the purchase of the Purchased Assets due to its material breach of this Agreement, Seller shall retain the Deposit as liquidated damages. If the Bankruptcy Court fails to enter the Amended Bidding Procedures Order authorizing and approving the Bidding Procedures, then the Deposit shall be returned promptly to Buyer. If Buyer fails to consummate the purchase of the Purchased Assets due to (i) another successful bidder other than Buyer, as contemplated by Sections 5.1.4 and 5.1.5 of this Agreement, or (ii) any material breach by Seller of this Agreement, then the Deposit shall be promptly returned to Buyer. Otherwise, at the Closing, the Deposit shall be credited against the Purchase Price.

2.4.3 **Adjustments to Purchase Price**.

(a) In the event there are sales of MTG machine inventory (excluding the Sold Machines) to third parties after May 31, 2004 but prior to the Closing, there shall be a corresponding reduction in the Purchase Price at Closing by an amount equal to the book value of such MTG machine inventory sold.

(b) There shall be a reduction in the Purchase Price for each dollar, if any, by which the book value of the DBSG parts inventory, identified on Seller's finished good inventory report, as of the Closing Date is less than the Target

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Value. The book value of the DBSG parts inventory as of the Closing Date shall be determined in the same manner as book value of the DBSG parts inventory as reflected on Seller's balance sheet as of May 31, 2004.

(c) In the event of a dispute between Seller and Buyer regarding an adjustment to the Purchase Price pursuant to this Section 2.4.3 which Seller and Buyer are unable to resolve within fifteen (15) days after written notice of such dispute provided by either party to the other, the dispute will be resolved by an independent accounting firm mutually agreeable to Seller and Buyer. The accounting firm will be instructed to perform its services as expeditiously as possible, but in any case within thirty (30) days after its engagement. The resolution of the accounting firm shall be final and binding on the parties. The fees and expenses of the accounting firm shall be borne equally by Buyer and Seller. Buyer and Seller shall each cooperate with the accounting firm and make available to the accounting firm all relevant work papers and books and records relating to calculation of any purchase price adjustment.

2.4.4 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of Closing, to assume, pay, perform and discharge, and hold Seller harmless with respect to, the following liabilities (the "Assumed Liabilities"):

- (a) all liabilities and obligations of Seller arising from and after the Closing Date under all Assumed Contracts;
- (b) all Cure Amounts related to any Assumed Contracts, if any; and

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(c) all liabilities and obligations of Seller arising from and after the Closing Date under the Acquired Purchase Orders.

2.4.5. **Excluded Liabilities.** Except for the Assumed Liabilities set forth in Section 2.4.4, all of Seller's liabilities and obligations shall be retained by and remain the obligations and liabilities of Seller and Buyer shall not assume, or be responsible or liable with respect to, any and all of the liabilities and obligations of Seller, whether or not relating to the Businesses, whether fixed, contingent or otherwise, and whether known or unknown, including without limitation, the following (collectively, the "Excluded Liabilities"):

(a) any liability, claim or obligation of Seller for any federal, state or local Taxes due and/or payable prior to or after the Closing, including (i) all income and franchise taxes of Seller, (ii) any real property Taxes, and (iii) any personal property Taxes with respect to the Purchased Assets for the period prior to Closing;

(b) any liability, claim or obligation relating to, based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the Businesses as operated by Seller prior to the Closing, including any liability or obligation in connection with any defaults or failure of performance by Seller which have accrued or occurred prior to the Closing under or in respect of any purchase orders or sales orders or the ownership, possession, use or sale of the Purchased Assets prior to the Closing;

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(c) any liability, claim or obligation with respect to any litigation or legal proceeding pending on the date of this Agreement, or instituted hereafter, in connection with, or arising out of, the Businesses as operated by Seller prior to the Closing;

(d) any liability, claim or obligation in connection with, or arising out of any claim or dispute for services rendered or products, systems or goods manufactured, assembled, distributed or sold by Seller prior to the Closing, including, without limitation, product liability claims;

(e) any liability, claim or obligation in connection with, or arising out of, any claims based on harm to the environment or the disposal of Hazardous Materials allegedly committed by Seller prior to the Closing, whether or not in connection with the Businesses, including the obligation to pay any and all fines, penalties, liabilities, consequential damages, whether foreseeable or unforeseeable, any other damages, costs and losses, including remedial, removal, response, abatement, clean-up, investigative and monitoring costs, and any other related costs, expenses, losses, damages and reasonable attorneys' fees arising from or in connection with (i) any violation of requirements of any environmental laws, (ii) environmental claims under any Environmental Law (including without limitation, Compensation and Liability Act of 1980) based on acts, omissions or occurrences prior to the Closing, and (iii) any release into the environment of any Hazardous Materials generated by Seller from all of its facilities;

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(f) any liability, claim or obligation in connection with, or arising out of, the Excluded Assets;

(g) any trade accounts and other payables of Seller due to suppliers and vendors (other than pursuant to the Acquired Purchase Orders and Assumed Contracts) and others or other accounts payable;

(h) any liability, claim or obligation arising from or in connection with (i) wages, benefits, bonuses or commissions due to any employee or independent contractor of Seller, (ii) contributions by Seller under any Employee Plans (as defined below), (iii) any other benefits due to or for the benefit of any employee or independent contractor of Seller, (iv) workers' compensation or other occupational health or injury claims of Seller on or prior to the date of this Agreement, (v) notices regarding plant closings, including without limitation, notices under the federal "WARN" laws, and (vi) notices regarding continuation of health care coverage and rights of conversion for insured benefits;

(i) any sponsorship or responsibility for the maintenance of or termination of any Employee Plan (as hereinafter defined) maintained by Seller. For purposes of this Agreement, the term "Employee Plan" shall mean any employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any "multi-employer plan" as defined in Section 3(37) of ERISA, or any other severance, bonus, stock option, stock appreciation, stock purchase, retirement, insurance, health, welfare, vacation, severance pay, retired employee benefits, pension, profit-sharing or

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deferred compensation plans, agreements or arrangements providing benefits for employees or former employees of Seller relating to the Businesses;

(j) any liability, claim or obligation (including with respect to sales Tax and other Taxes) which Buyer may become subject to or as a result of or in connection with the failure of the parties to comply with bulk sales or bulk transfer laws; and

(k) any and all liabilities of Seller to any employee or former employee of Seller or any union, whether under any collective bargaining agreement or otherwise.

2.5. Assignment of Contracts and Rights. Subject to the approval of the Bankruptcy Court and pursuant to the Sale Order, the Assumed Contracts will be assumed by Seller and assigned to Buyer on the Closing Date under Section 365 of the Bankruptcy Code. All Assumed Contracts shall be assigned by Seller to, and assumed by, Buyer at Closing.

ARTICLE 3

CLOSING

3.1. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets, the assignment of the Assumed Contracts and the assumption of the Assumed Liabilities shall take place at a closing (the "Closing") to be held at the offices of Oliver, Close, Worden, Winkler & Greenwald located at 124 N. Water Street, Suite 300, Rockford, Illinois 61107, at 10:00 A.M., on the later to occur of (i) the date on which the conditions to Closing set forth in Article 6 shall have been satisfied or waived, and (ii) the first

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Business Day following the day that is ten (10) days after the entry of the Sale Order, or at such other time or place as Buyer and Seller may agree in writing.

3.2. **Instruments of Assignment and Transfer.** If, but only if, there are Assumed Contracts, at the Closing, Seller and Buyer shall enter into an assignment and assumption agreement with respect to the Assumed Contracts. Seller shall deliver to Buyer (or permitted assignees as Buyer shall instruct Seller) such bills of sale, endorsements, consents, assignments, powers of attorney (in particular with respect to Seller's assignment of Intellectual Property Rights to Buyer) and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in Buyer all right, title and interest in, to and under the Purchased Assets being acquired by Buyer.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1. **Representations and Warranties of Seller.** Subject to the entry of the Sale Order and except as set forth in the disclosure schedules attached hereto, Seller hereby represents and warrants to Buyer as follows:

4.1.1 **Authorization and No Violations.** Seller is organized, validly existing and in good standing under the laws of the State of Delaware. Subject to the approval of the Bankruptcy Court, this Agreement has been duly and validly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, and consummation of the transactions contemplated hereby will not result in a violation by Seller of any federal, state, local or other law, regulation, judgment, order or rule.

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4.1.2 **Absence of Proceedings.** No action or proceeding has been instituted against Seller before any Governmental Entity by any person or public authority seeking to restrain or prohibit the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby.

4.1.3 **Broker's Fees.** Neither Seller nor anyone acting on its behalf has any liability to any broker, finder or agent, or has agreed to pay any brokerage commission or financial advisory fees with respect to the transactions contemplated by this Agreement which Buyer may be held liable for, except for fees payable by Seller to Mesirow Financial, Inc.

4.1.4 **Tax Obligations.** All Taxes due the Internal Revenue Service and the respective Revenue Department of the States of Delaware, Illinois, Michigan, New Hampshire, Ohio, and Pennsylvania through the Closing Date have been paid.

4.1.5 **Sufficiency of, Title to and Ownership of the Purchased Assets.** The Seller owns or will own at the time of transfer of the Purchased Assets to Buyer, good and marketable title to all of the Purchased Assets free and clear of all Liens, except for Liens that, pursuant to the Sale Order, shall be released upon payment of the Purchase Price at the Closing.

4.1.6 **Location of Purchased Assets.** To the knowledge of Seller and except for reductions in inventory consistent with the Target Value, all of the inventory listed on the May 31, 2004 Finished Goods Inventory Report and all of the equipment and other assets constituting the Purchased Assets, are located at Seller's places of business or with its vendors.

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4.2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

4.2.1 Authorization. Buyer is organized, validly existing and in good standing under the laws of the State of Illinois. The Buyer has the legal right to execute, deliver and perform this Agreement. This Agreement has been duly and validly executed and delivered by Buyer, and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

4.2.2 Validity of Contemplated Transactions, Etc. The execution, delivery and performance of this Agreement by Buyer does not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other person under (a) any existing law, ordinance, or governmental rule or regulation to which Buyer is subject; (b) any judgment, order, writ, injunction, decree or award of any arbitrator or Governmental Entity which is applicable to Buyer; or (c) any mortgage, indenture, agreement, contract, commitment, lease, plan, authorization, or other instrument, document or understanding, oral or written, to which Buyer is a party or by which Buyer may have rights or give any party with right thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Buyer thereunder. Except as aforesaid, no authorization, approval or consent of, and no registration or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this Agreement by Buyer.

4.2.3 Absence of Proceedings. No action or proceeding has been instituted against Buyer before any Governmental Entity by any person or public authority seeking

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to restrain or prohibit the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby.

4.2.4 **Broker's Fees.** Neither Buyer nor anyone acting on its behalf has any liability to any broker, finder or agent, or has agreed to pay any brokerage commission or financial advisory fees with respect to the transactions contemplated by this Agreement which Seller may be held liable for.

4.2.5 **Condition of Purchased Assets.** To induce Seller to enter into and perform its obligations under this Agreement, Buyer hereby acknowledges and agrees that:

- (a) Buyer and its agents have been given full and complete access to the Purchased Assets and adequate opportunity to inspect same; and
- (b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (EXPRESS OR IMPLIED) IS BEING MADE BY THE SELLER OR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WITH RESPECT TO THE SELLER, THE BUSINESSES, OR FUTURE OPERATIONS OR PROSPECTS OF THE BUSINESS, OR THE NATURE, CONDITION OR VALUE OF ANY OF THE ASSETS OF THE SELLER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, USE, QUANTITY OR WORKMANSHIP, RIGHT OR INTEREST OF THE SELLER, AND THE

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BUYER ACKNOWLEDGES THAT THE TRANSFER IS BEING MADE "AS IS, WHERE IS."

4.2.6 Availability of Funds. Buyer has cash available which is sufficient to enable Buyer to purchase the Purchased Assets and otherwise consummate the transactions contemplated by this Agreement. Buyer's obligations to proceed to the Closing shall not be subject to any financing contingency.

4.2.7 Payments. Neither Buyer, nor any Affiliate of Buyer, nor any officer, director, employee or agent thereof, has, directly or indirectly, paid or delivered, offered to pay or deliver, or agreed to pay or deliver any fee, commission or other sum of money or item of property, however characterized, to any Person which is now or was previously an Affiliate or insider (as those terms are defined in the Bankruptcy Code) of Seller in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE 5

COVENANTS

5.1. The Seller's Covenants. Seller covenants with Buyer as follows:

5.1.1. Conduct of the Businesses. Except for Seller's sale of the Sold Machines, for the time period commencing on the date hereof and ending on the Closing Date, subject to the requirements and restrictions of the Bankruptcy Court proceedings and due to the fact that the Businesses are currently in operation, Seller covenants with Buyer that (a) Seller has and will continue to use its **commercially reasonable** efforts to preserve and safeguard the Purchased Assets, and (b) Seller has not and will not sell,

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transfer, convey or otherwise dispose of any of the Purchased Assets, except for sales of inventory in the ordinary course of business.

5.1.2. Access to Information. Subject to the restrictions contained in the Confidentiality Agreement, from the date of this Agreement until the Closing Date, Seller (i) will give Buyer, its counsel, financial advisors, auditors and other authorized representatives access to the offices, properties, Books and Records of Seller relating to the Businesses, (ii) will furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Businesses as such persons may reasonably request, and (iii) will instruct the agents, counsel and financial advisors of Seller to cooperate with Buyer in its investigation of the Businesses. Any investigation pursuant to this Section 5.1.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Businesses of Seller. Notwithstanding the foregoing, Buyer shall not have access to personnel records of Seller relating to individual performance or evaluation records, medical histories or other information which in Seller's good faith opinion is sensitive or the disclosure of which could subject Seller's to risk of liability.

5.1.3. Notices of Certain Events. (a) Seller shall promptly notify Buyer of:

- (i) any notice or communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
- (ii) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement;
- (iii) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge threatened against, relating to or involving or otherwise affecting Seller or the Businesses that relate

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to the consummation of the transactions contemplated by this Agreement; and

- (iv) the damage or destruction by fire or other casualty of any material Purchased Asset or any material part thereof or if any material Purchased Asset or any material part thereof becomes the subject of any proceeding or, to the knowledge of Seller, threatened proceeding, for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar action by a Governmental Entity.

(b) Seller shall promptly notify Buyer of, and furnish Buyer any information which Buyer may reasonably request with respect to, the occurrence, to Seller's knowledge, of any event or condition or the existence, to Seller's knowledge, of any fact that would cause any of the conditions to Buyer's obligations to consummate the purchase and sale of the Purchased Assets not to be fulfilled.

(c) If between the date of this Agreement and the Closing Date, any of the matters referenced in Section 5.1.3(a)(iv) shall have occurred, then Seller, at its option, shall either (i) retain any insurance proceeds and repair any damage or casualty at its expense, (ii) deliver to Buyer on the Closing Date any insurance proceeds (including without limitation, condemnation insurance proceeds), or rights to receive insurance proceeds, with respect thereto, or (iii) the Purchase Price shall be reduced by such amount.

5.1.4 **Bankruptcy Court Approval.** As soon as practicable after execution of this Agreement, Seller shall seek Bankruptcy Court approval of a sale of the Purchased Assets to Buyer pursuant to this Agreement by filing or amending the existing motion for a sale pursuant to Section 363 of the Bankruptcy Code (the "Amended Bid Procedures

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and Sale Motion"). The Amended Bid Procedures and Sale Motion shall (i) request that the Bankruptcy Court schedule a hearing on an expedited basis to confirm the sale of the Purchased Assets to Buyer no later than September 7, 2004 (the "Sale Hearing"), (ii) include a provision stating that a competing bid (other than for Seller's prepetition secured lenders) must make an initial deposit of at least Three Hundred Fifty Thousand Dollars (\$350,000), and must exceed the Purchase Price by at least One Hundred Fifty Thousand Dollars (\$150,000) for reimbursement of Buyer's verified reasonable and necessary out-of-pocket expenses; plus, Two Hundred Sixty Thousand Dollars (\$260,000), the amount of the Breakup Fee to be paid to Buyer if it is not the successful bidder at Auction; plus the cure amounts, if any, required to be paid pursuant to section 365 of the Bankruptcy Code for all executory contracts and unexpired leases a bidder desires the Debtor to assume and assign to the bidder; plus, Fifty Thousand Dollars (\$50,000), the next incremental bid amount for the initial offer and thereafter all subsequent offers must be in increments of at least Fifty Thousand Dollars (\$50,000) greater than the preceding highest offer, (iii) include a provision stating that, at the request of Seller, all bidders (other than for Seller's prepetition secured lenders) must submit financial information to Seller and certain other parties at least two days prior to the Auction, and (iv) include a provision requesting the Bankruptcy Court approve the Breakup Fee and Expense Reimbursement. Seller shall use reasonable best efforts to obtain:

- (a) entry of the Amended Bid Procedures Order; and
- (b) entry of the Sale Order.

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5.1.5 Expense Reimbursement and Breakup Fee. Seller acknowledges that Buyer has incurred, and will incur, substantial expense and risk in performing due diligence for the transactions contemplated by this Agreement and by entering into this Agreement. Seller agrees that, subject to approval and entry of the Amended Bid Procedures Order, Buyer shall be entitled to reimbursement for its actual and verifiable fees, costs and expenses (including professional fees and work fees to potential lending institutions) incurred by Buyer in connection with the negotiation, due diligence, preparation, execution and delivery of the Letter of Intent and this Agreement up to a maximum amount of \$150,000 ("**Expense Reimbursement**") if the Bankruptcy Court approves a Higher and/or Better Offer from a third party or third parties for the Purchased Assets at the auction conducted in accordance with the auction procedures approved by the Bankruptcy Court (the "**Auction**"). Seller further agrees that, subject to approval and entry of the Amended Bid Procedures Order, Buyer shall be entitled to a breakup fee (the "**Breakup Fee**") in the amount of Two Hundred Sixty Thousand Dollars (\$260,000), which shall be paid directly to Buyer from the Sale proceeds upon consummation of a Sale if Seller receives a Higher and/or Better Offer from a third party or third parties for the Purchased Assets at the Auction. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not be entitled to the **Expense Reimbursement** or the **Breakup Fee** if (i) the Bankruptcy Court does not enter the Amended Bid Procedures Order or the Amended Bid Procedures Order does not provide for the Expense Reimbursement or the Break up Fee, or (ii) Seller fails to sell, transfer, assign, convey and deliver the Purchased Assets to Buyer (or its successors or permitted assigns) due to a material breach by Buyer (or its successors or permitted assigns) of this Agreement.

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5.1.6 **Insurance.** Until the Closing, Seller shall maintain in full force all insurance related to the Purchased Assets and the Businesses that is currently in effect.

5.1.7 **Condition of the Purchased Assets.** Other than for the continued operation of DBSG and MTG in the ordinary course, and consistent with present practice, through the Closing, Seller shall not dispose of any of the Purchased Assets prior to the Closing Date, and the Purchased Assets shall be in the same condition, ordinary wear and tear excepted, as on the date of the inspection by Buyer on or about the date of this Agreement.

5.2. **The Buyer's Covenants.** Buyer agrees that:

5.2.1 **Confidentiality.** Buyer acknowledges that the information being provided to it in connection with the purchase and sale of the Purchased Assets and the consummation of the other transactions contemplated by this Agreement is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated into this Agreement by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate.

5.2.2. **No Additional Representations.** Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, neither Seller nor any other Person has made any representation or warranty, expressed or implied, with respect to (i) the transactions contemplated by this Agreement, (ii) Seller or Seller's assets, liabilities or businesses, or (iii) the accuracy or completeness of any information regarding Seller furnished or made available to Buyer and its representatives.

5.2.3. **Access to Information.** On and after the Closing Date, Buyer will afford promptly to Seller and its agents reasonable access to Seller's former books, records,

EXECUTION VERSION

employees and auditors to the extent necessary to permit Seller to determine any matter relating to its rights and obligations hereunder or relating to the continuing administration of Seller's chapter 11 case, or to any period ending on or before the Closing Date; provided that any such access by Seller shall not unreasonably interfere with the conduct of the business of Buyer. Seller will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning Buyer or the Businesses provided to it pursuant to this Section 5.2.3.

5.2.4. **Assumed Contracts.** In the event that there are any Assumed Contracts, Buyer shall promptly comply with and perform any obligations under the Assumed Contracts.

5.2.5. **Cure Amounts.** Buyer shall pay all amounts, as determined by the Bankruptcy Court, required under Section 365 of the Bankruptcy Code to cure any and all defaults under the Assumed Contracts, if any, and to compensate the parties to the Assumed Contracts for any actual pecuniary losses resulting from such defaults (the "Cure Amount"). For purposes of clarification, this Section 5.2.5 shall apply only to Assumed Contracts under which Cure Amounts exist as of the Closing.

5.2.6 **The Buyer's Cooperation.** The Buyer shall cooperate in providing such information and evidence as is reasonably necessary to obtain the orders of the Bankruptcy Court as described in this Agreement.

5.3. **Covenants of Both Parties.** The Buyer and Seller agree that:

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5.3.1. Best Efforts; Further Assurances. (a) Subject to the terms and conditions of this Agreement, Buyer and Seller will each use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Seller and Buyer each agree to execute and deliver (both before and after the Closing and without charge to the requesting party) such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Buyer good and marketable title to the Purchased Assets.

(b) Subject to the terms and conditions of this Agreement, Buyer and Seller will each use their best efforts to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement and to obtain approval and entry of the Sale Order and the Bid Procedures Order.

5.3.2. Certain Filings. The Seller and Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Assumed Contracts, in connection with the consummation of the transactions contemplated by this Agreement, and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

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5.3.3 Press Releases, Public Statements and Other Communications. Upon the execution of this Agreement, and subject to the provisions of the Confidentiality Agreement, each party may make public announcements, issue press releases or make other statements regarding the status, general terms, conditions and facts of the transactions contemplated by the Agreement, including without limitation, communications with employees of Seller and Seller's creditors to explain the transactions contemplated by the Agreement. Each party will make every reasonable effort to provide the other with an opportunity to review and comment on any press release or media communication concerning the transactions contemplated by the Agreement.

5.3.4. Post-Closing Access to Books and Records. After the Closing Date, the parties agree that they will each cooperate with and make available to the other party, during normal business hours, all Books and Records, information (without substantial disruption of employment) retained and remaining in existence after the Closing Date which are necessary or useful in connection with any inquiry relating to Taxes or any audit, investigation or dispute, any litigation or investigation or any other matter requiring any such Books and Records, information or employees for any reasonable business purpose. The party requesting any such Books and Records, information shall bear all of the out-of-pocket costs and expenses (including, without limitation, attorneys' fees, but excluding reimbursement for general overhead, salaries and employee benefits) reasonably incurred in connection with providing such Books and Records, information or employees. Seller may require certain financial information relating to the Businesses for periods commencing prior to the Closing Date for the purpose of filing federal, state, local and

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foreign Tax Returns and other governmental reports, and Buyer agrees to furnish such information to Seller at Seller's request and expense.

ARTICLE 6

CONDITIONS PRECEDENT TO THE CLOSING

6.1. Conditions Precedent to Buyer's Obligations. All obligations of Buyer under this Agreement are, at Buyer's discretion, subject to the fulfillment or satisfaction, at the times indicated herein, of each of the following conditions precedent:

6.1.1 Representations and Warranties True as of the Closing Date. The representations and warranties of Seller contained in this Agreement shall have been true on the date hereof in all material respects and shall be true on the Closing Date in all material respects with the same effect as though such representations and warranties were made as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date).

6.1.2 Compliance with this Agreement. Seller shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it prior to or at the Closing.

6.1.3 No Threatened or Pending Litigation. On the Closing Date, no suit, action or other proceeding shall be pending before any court or other Governmental Entity in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

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6.1.4 Bankruptcy Court Amended Bid Procedures Order. The Bankruptcy Court shall have issued the Amended Bid Procedures Order (the Amended Bid Procedures Order to include the Bankruptcy Court's approval of the Expense Reimbursement and Breakup Fee as provided in Section 5.1.5) and the Amended Bid Procedures Order shall have become a Final Order or such requirement shall have been waived.

6.1.5 Bankruptcy Court Sale Order. The Bankruptcy Court shall have issued the Sale Order (the Sale Order to include the Bankruptcy Court's authorization for Seller to pay the Expense Reimbursement Breakup Fee as provided in Section 5.1.5), and the Sale Order shall not be subject to any stay.

6.1.6 The Seller's Deliveries. Seller shall have delivered to Buyer at or prior to the Closing the following, in a form reasonably satisfactory to Buyer and its counsel, a bill of sale that conveys the Purchased Assets to Buyer free and clear of all Liens.

6.1.7 Approval of Counsel; Corporate Matters. All instruments and documents required to carry out this Agreement or incidental thereto shall have been approved on or before the Closing Date by counsel for Buyer in the exercise of their reasonable judgment. Seller shall also have delivered to Buyer such other documents, instruments, certifications and further assurances as such counsel for Buyer may reasonably require.

6.2. Conditions Precedent to the Obligations of Seller. All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

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6.2.1 Representations and Warranties True as of the Closing Date. The representations and warranties of Buyer contained in this Agreement or in any list, certificate or document delivered by Buyer to Seller pursuant to the provisions hereof shall be true in all material respects on the date hereof and on the Closing Date with the same effect as though such representations and warranties were made as of such date.

6.2.2 Compliance with this Agreement. Buyer shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them prior to the Closing.

6.2.3 No Threatened or Pending Litigation. On the Closing Date, no suit, action, or other proceeding, or other injunction or final judgment relating thereto, shall be threatened or be pending before any court or governmental or regulatory official, body or authority in which it is sought to restrain or prohibit, or to obtain damages or other relief in connection with this Agreement, or the consummation of the transactions contemplated hereby, and no investigation that might result in any such suit, action or proceeding shall be pending or threatened.

6.2.4 Approval of Counsel; Corporate Matters. All instruments and documents required to carry out this Agreement or incidental thereto shall have been approved on or before the Closing Date by counsel for Seller in the exercise of their reasonable judgment. Buyer shall also have delivered to Seller such other documents, instruments, certifications and further assurances as such counsel for Seller may reasonably require.

6.2.5 Bankruptcy Court Amended Bid Procedures Order. The Bankruptcy Court shall have issued the Amended Bid Procedures Order (the Amended Bid

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Procedures Order to include the Bankruptcy Court's approval of Expense Reimbursement and Breakup Fee as provided in Section 5.1.5) and the Amended Bid Procedures Order shall have become a Final Order or such requirement shall have been waived.

6.2.6 **Bankruptcy Court Sale Order.** The Bankruptcy Court shall have issued the Sale Order (the Sale Order to include the Bankruptcy Court's authorization for Seller to pay the Expense Reimbursement and Breakup Fee as provided in Section 5.1.5), and the Sale Order shall not be subject to any stay.

6.2.7 **Payment.** Buyer shall have paid the Purchase Price (subject to any permitted adjustments).

6.3. **Frustration of Conditions.** Neither Buyer nor Seller may rely on the failure of any condition set forth in Section 6.1 or 6.2, respectively, to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable efforts to cause the Closing to occur, as provided in this Agreement.

ARTICLE 7

POST-CLOSING MATTERS

7.1. **Use of Name.** From and after the Closing Date, Seller will sign such consents and take such other actions as Buyer shall reasonably request in order to permit Buyer to use the name "DeVlieg" and variants thereof. Seller shall relinquish its rights to the name "DeVlieg" under the License Agreement dated June 21, 2000 between the Seller and DV Associates, L.P. and shall promptly take all necessary action to reject such agreement only as to the name "DeVlieg."

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7.2. Removal of Purchased Assets. Buyer shall have ninety (90) days from the Closing to remove the Purchased Assets from the premises where they are located. Such removal shall be at Buyer's expense, but storage of the Purchased Assets shall be at no expense to Buyer for such ninety (90) day period (except for any rental expense imposed under the Bankruptcy Code or by order of the Bankruptcy Court). The Buyer shall be responsible for the security of the Purchased Assets during such ninety (90) day period.

ARTICLE 8

MISCELLANEOUS

8.1. Termination.

8.1.1 Causes. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by written notice of termination at any time on or before the Closing Date only as follows:

- (a) By mutual written consent of Seller and Buyer;
- (b) By Buyer if the representations and warranties of Seller contained in Section 4.1 hereof were incorrect in any material respect when made or at any time thereafter until Closing;
- (c) By Seller if the representations and warranties of Buyer contained in Section 4.2 hereof were incorrect in any material respect when made or at any time thereafter until Closing;
- (d) By either party if the Closing shall not have been consummated on or before September 21, 2004;

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- (e) By either Seller or Buyer if there shall be any law or regulation that makes the consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any Final Order, decree or judgment of any Governmental Entity having competent jurisdiction;
- (f) By Buyer or Seller if any Governmental Entity shall have commenced litigation seeking to enjoin consummation of the transaction; and
- (g) By Buyer or Seller if the Bankruptcy Court shall have approved a sale of the Purchased Assets or Businesses to a Person or Persons other than Buyer.

The party desiring to terminate this Agreement pursuant to Clauses other than (a) shall give notice of such termination to the other party prior to the Closing.

8.1.2 Effect of Termination. If this Agreement is terminated as permitted by Section 8.1.1, such termination shall be without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement; provided that if such termination shall result from the willful failure of any party to fulfill a condition to the performance of the obligations of another party, failure to perform a covenant of this Agreement or breach by any party to this Agreement of any representation or warranty or agreement contained in this Agreement, such failing or breaching party shall be fully liable for any and all losses incurred or suffered by the other party as a result of such failure or breach. The provisions of

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Sections 5.2.1, 8.2.1 and 8.3 shall survive any termination of this Agreement pursuant to Section 10.01.

8.2. **Brokers' and Finders' Fees.**

8.2.1 **For Seller.** Seller represents and warrants to Buyer that all negotiations relative to this Agreement have been carried on by it directly without the intervention of any person who may be entitled to any brokers or finder's fee, or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby, and Seller agrees to indemnify and hold harmless Buyer against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by it as a result of Seller's dealings, arrangements or agreements with any such person.

8.2.2 **For Buyer.** Buyer represents and warrants that all negotiations relative to this Agreement have been carried on by it directly without the intervention of any person who may be entitled to any broker or finder's fee, or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby, and Buyer agrees to indemnify and hold harmless Seller against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by it as a result of Buyer's dealings, arrangements or agreements with any such person.

8.3. **Expenses.** Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement, and the consummation of the transactions contemplated hereby.

8.4. **Contents of Agreement; Parties in Interest, Etc.** This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby.

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It shall not be amended or modified, except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

8.5. **Assignment and Binding Effect.** This Agreement may not be assigned prior to the Closing by any party hereto without the prior written consent of the other parties. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the successors and assigns of Seller and Buyer. Prior to execution by all parties, this Agreement shall not be binding upon or enforceable by or against any party, by estoppel or otherwise. In consideration of Seller's agreement to permit Buyer to assign its obligations hereunder, Buyer agrees that, in the event that Seller consents to an assignment by Buyer and Buyer's assignee breaches the obligations of its assignee hereunder, Buyer shall remain liable for any such breach.

8.6. **Waiver.** Any condition, term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party. Any such written waiver shall not imply a waiver as to any other term, condition, circumstance or occasion, nor estop any party from enforcing any term, condition, right or remedy not expressly so waived. Failure of a party to insist upon adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon adherence to that term or condition, or any other term of condition of this Agreement.

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8.7. **Notices.** Any notice or communication under this Agreement shall be in writing and delivered (by hand, facsimile, telegraph, telex or courier) or deposited in the United States mail (first class, registered or certified), postage fully prepaid, and addressed as stated below. Notice by United States mail shall be deemed given on the third day after its deposit. Notice by facsimile, telegraph or telex shall be deemed given on the day sent. Notice by hand delivery or courier shall be deemed given on the first business day when such delivery is first attempted. Either party may, from time to time, specify as its address, for purposes of this Agreement, any other address upon the given of ten (10) days' notice thereof to the other party in the manner required by this paragraph. This paragraph shall not prevent the giving of written notice in any other manner, but such notice shall be deemed effective only when and as of its actual receipt at the proper address and by the proper addressee:

To Seller:

DeVlieg Bullard II, Inc.
Attn: Alan J. Konieczka, Chief Executive Officer
10100 Forest Hills Road
Rockford, Illinois 61115
Telephone: (815) 282-4100
Facsimile: (815) 282-4171

and a copy to Counsel for Seller:

McDonald Hopkins Co., LPA
Attn: Shawn M. Riley
600 Superior Avenue, E.
Suite 2100
Cleveland, Ohio 44114
Telephone: (216) 348-5400
Facsimile: (216) 348-5474

and

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Flaster/Greenberg P.C.
Attn: James E. Huggett
913 N. Market Street, Suite 702
Wilmington, DE 19801
Telephone: (302) 351-1910
Facsimile: (302) 351-1919

To Buyer:

Bourn & Koch, Inc.
Attn: Timothy P. Helle, President
2500 Kishwaukee Street
Rockford, IL 61108
Telephone: (815) 965-4013
Facsimile: (815) 965-0234

and a copy to Counsel for Buyer:

Debra A. Delia, Esq.
Henry J. Close, Esq.
Oliver, Close, Worden, Winkler & Greenwald LLC
124 N. Water St., Suite 300
P.O. Box 4749
Rockford, Illinois, 61110
Telephone: (815) 968-7591
Facsimile: (815) 968-7507

8.8. **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules of such State.

8.9. **No Benefit to Others.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and in the case of Section 8.2 hereof, the other parties entitled to indemnity or defense, and successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

8.10. **Headings, Gender and "Person."** All section headings contained in this Agreement are for convenience and reference only, do not form a part of this Agreement, and

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shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other general, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization, or any other entity.

8.11. Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

8.12. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by the other parties.

8.13. Entire Agreement; Third Party Beneficiaries. This Agreement, the Confidentiality Agreement and the documents referred to in this Agreement and therein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to such subject matter. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been made or relied upon by any party hereto. Neither this Agreement nor any provision of this Agreement is intended to confer upon any Person other than the parties any rights or remedies under this Agreement.

8.14. Bulk Sales Laws. Buyer and Seller each waive compliance by Seller with the provision of the "bulk sales," "bulk transfer" or similar laws of any State.

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8.15. **Severability**. If any provision of this Agreement (or any portion of this Agreement) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

8.16. **Jurisdiction**. Except with respect to such matters as shall properly remain within the jurisdiction of the Bankruptcy Court, Seller and Buyer consent to the jurisdiction and venue of the state and federal courts located in Winnebago County, Illinois, and or the Northern District of Illinois, Western Division, with respect to any legal action, in tort or contract, arising directly or indirectly from this Agreement, or the relationship created hereby. This provision shall not bar enforcement of a provisional, extraordinary, in-rem or post-judgment remedy in any court whose original jurisdiction is essential or exclusive as to that remedy, despite the above consent to jurisdiction.

8.17. **Incorporation by Reference**. The Preamble and WHEREAS clauses set forth above and the Schedules and the Exhibit referred to above are incorporated into this Agreement as if the same were fully set forth in this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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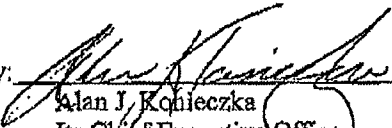
IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Asset Purchase Agreement on the date first written.

THE SELLER:

DeVlieg Bullard II, Inc.

THE BUYER:

Born & Koch, Inc.

By: 
Alan J. Koniczka
Its Chief Executive Officer

By: _____
Timothy P. Helle
Its President

08/17/04 TUE 14:09 FAX 815 868 7507
08AUG-17 2004 1:10PM 815 BOURN & KOCH

OLIVER, CLOSE, WORDEN
(815) 960-0019 DEN

NO. 0538 P. 22002 002

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated
Asset Purchase Agreement on the date first written.

THE SELLER:

DeVlieg Bullard II, Inc.

THE BUYER:

Bourn & Koch, Inc.

By: _____
Alan J. Koniaszka
Its Chief Executive Officer

By: 
Timothy P. Helle
Its President

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

SCHEDULE 2.3.1(a)

See Attached Listing

{540752;}

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
REBUILD DEPARTMENT.		
1	1	SUNNEN MODEL MBC-1800 HORIZONTAL PRECISION HONE SERIAL NO. 80507 (1975) WITH TOOLING.
2	1	GAFFEY 1 TON X 10' FLOOR MOUNTED JIB CRANE WITH COFFING 1 TON ELECTRIC CHAIN HOIST.
3	1	SCHENCK TREBAL MODEL H20B BALANCER TEST STAND SERIAL NO. AHD-0634 WITH WALKER TURNER SINGLE SPINDLE DRILL, SCHENCK TREBAL MODEL M480-450 CONTROLS SERIAL NO. AHD-0634 (1982).
4	1	CRAFTSMAN MODEL 137-216200 20" VARIABLE SPEED SCROW SAW SERIAL NO. RER3005 WITH STAND.
5	1	GREENERD # 3 ARBOR PRESS WITH STAND.
6	1	GREENERD # 4 KNEE TYPE ARBOR PRESS.
7	1	BRIDGEPORT 1½ H.P. VARIABLE SPEED VERTICAL MILLING MACHINE SERIAL NO. 181683 (1976), SPINDLE SPEEDS TO 4,200 RPM, POWER FEED, 2 AXIS DIGITAL READOUT.
8	1	BROWN & SHARPE # 13 UNIVERSAL AND TOOL GRINDER SERIAL NO. 525-13-2828, 8" SWING X 24" CENTERS.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
9	1	BROWN & SHARPE MODEL 618 MICROMASTER 6" X 18" HYDRAULIC SURFACE GRINDER SERIAL NO. 523-6101-3888 (1968) WITH 6" X 18" PERMANENT MAGNETIC CHUCK.
10	1	MONARCH MODEL 16 SERIES 60 16" X 48" ENGINE LATHE SERIAL NO. 51071 (1972), SPINDLE SPEEDS TO 1,800 RPM, 10" 3 JAW CHUCK, TOOLPOST, TAILSTOCK, TRACER, COOLANT AND 2 AXIS DIGITAL READOUT.
11	1	SCHAUER MACHINE CO. TYPE VH3R FLOOR TYPE SPEED LATHE SERIAL NO. 12705.
12	1	JET MODEL HVBS-461 UNIVERSAL MINI PORTABLE BANDSAW SERIAL NO. 500688.
13	1	MACBLAST MODEL 6-42X24/BL 2 HOLE BLAST CABINET SERIAL NO. 6424-96 WITH DUST COLLECTOR.
14	1	TRINCO MODEL 48X30SL/450RC 2 WHOLE BLAST CABINET SERIAL NO. 372582-2 WITH DUST COLLECTOR.
15	1	BROWN & SHARPE # 510 5" X 10" HYDRAULIC SURFACE GRINDER SERIAL NO. 523-510-867 (1963) WITH 5" X 10" PERMANENT MAGNETIC CHUCK.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
16	1	BROWN & SHARPE HORIZONTAL SPINDLE MAGNETIC CHUCK GRINDING MACHINE SERIAL NO. N/A, 10" MAGNETIC CHUCK, 8" GRINDING WHEEL, COOLANT.
17	1	MANUFACTURER UNKNOWN 10" DIAMETER HEAVY DUTY DOUBLE END GRINDER SERIAL NO. N/A.
18	1	HAMMOND DOUBLE END SANDER/GRINDER.
19	1	DOALL MODEL DG24 24" VARIABLE SPEED SINGLE SPINDLE PRODUCTION DRILL SERIAL NO. 24-8504.
20	1	DAKE MODEL 25H 25 TON HYDRAULIC SHOP PRESS SERIAL NO. 172495 WITH DAKE # 13/4 ARBOR PRESS.
21	1	ENCO 48" MANUAL BOX AND PAN BRAKE SERIAL NO. 19990830.
22	1	60" X 48" X 12" GRANITE SURFACE PLATE WITH STAND.
23	1	TOWMOTOR MODEL M30 3,000 LB. CAPACITY ELECTRIC FORKLIFT TRUCK SERIAL NO. 99N422, 1 STAGE MAST, CUSHION TIRES, R.O.P.S.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
24	LOT	MISCELLANEOUS REBUILD DEPARTMENT MACHINERY AND EQUIPMENT INCLUDING BUT NOT LIMITED TO: WORKBENCHES, TABLES, VISES, MISCELLANEOUS HAND AND POWER TOOLS, STORAGE CABINETS, PART BINS, OXY-ACETYLENE TORCH SETS, CANTILEVER RACKS, GRINDERS, SPEED LATHES, CHOP SAW, FLAMMABLE LIQUID STORAGE CABINETS, CHERRY PICKER, DIE CARTS, SNOW BLOWER, CUSTOM FIXTURES AND TEST STANDS, TOOL GRINDER, TAPE AND NC CONTROL CABINETS, MISCELLANEOUS FURNITURE AND EQUIPMENT, ETC....
25	LOT	APPROXIMATELY (145) SECTIONS MEDIUM DUTY ADJUSTABLE PALLET RACKS.
26	LOT	APPROXIMATELY (1,300) SECTIONS 36" X 10" MULTI SHELVED SHELVING.
27	1	DREXEL MODEL 5LT30 3,000 LB. CAPACITY ELECTRIC FORKLIFT TRUCK SERIAL NO. 22576-7, 2 STAGE MAST, CUSHION TIRES, R.O.P.S.
28	3	DOUBLE SIDED HEAVY DUTY CANTILEVER RACKS.
29	1	DELTA CYKLOPS MODEL VISTA 24" AUTOMATIC STRAPPING MACHINE SERIAL NO. 90902041 (2000).

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
SHIPPING AND RECEIVING AREA		
30	1	DEWALT MODEL GE 16" RADIAL ARM SAW SERIAL NO. 7599 WITH CUSTOM WOOD TABLE.
31	1	DELTA 14" VERTICAL BANDSAW WITH STAND.
32	1	POWERMATIC MODEL 72 14" TABLE SAW SERIAL NO. 472013 WITH FENCE AND DUST COLLECTOR.
33	1	MILWAUKEE 6' X 10' PANEL SAW WITH MILWAUKEE 3 H.P. 8" HANDSAW.
34	1	CATERPILLAR MODEL M50B11 5,000 LB. CAPACITY ELECTRIC FORKLIFT TRUCK SERIAL NO. 35YD1061, 1 STAGE MAST, CUSHION TIRES, R.O.P.S.
35	1	4' X 5' FLOOR SCALE WITH CARDINAL DIGITAL READOUT AND CONTROLS.
36	LOT	APPROXIMATELY (60) SECTIONS MEDIUM DUTY ADJUSTABLE PALLET RACKS.
37	LOT	APPROXIMATELY (500) 36" AND 48" X 7' HIGH MULTI SHELVED SHELVING.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
38	1	ALLIS CHALMERS MODEL PT20 2,000 LB. CAPACITY LP GAS POWERED FORKLIFT TRUCK SERIAL NO. 27344000, 1 STAGE MAST, CUSHION TIRES, R.O.P.S.
39	1	BROWN & SHARPE MODEL 618 MICROMASTER 6" X 18" HYDRAULIC SURFACE GRINDER SERIAL NO. 523-8181-4456. (NOT-IN-SERVICE AT TIME OF INSPECTION)
40	LOT	MISCELLANEOUS SHIPPING AND RECEIVING AREA MACHINERY AND EQUIPMENT INCLUDING BUT NOT LIMITED TO: BOX STITCHER, SCALES, ENGRAVER, SAFETY LADDERS, FOAM PACKERS, ROLLER CONVEYOR, PACKAGING EQUIPMENT, WORKBENCHES, TABLES, TUBS, PART BINS, PERSONAL COMPUTERS, PRINTERS, LABELERS, DOLLIES, SHOP CARTS, PALLET JACKS, SPRAY BOOTH, FLAMMABLE LIQUID STORAGE CABINETS, VISES, MELTING POT, SHOP FURNITURE, REFRIGERATOR, MICROWAVE, MISCELLANEOUS EQUIPMENT, ETC....
QUALITY CONTROL LABORATORY		
41	1	EPIC OPTICOM QUALIFIER 30 30" OPTICAL COMPARATOR SERIAL NO. 0Q300197.
42	1	ROCKWELL WILSON MODEL 3JR BENCHTOP HARDNESS TESTER SERIAL NO. 3428.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
43	1	TRIMOS MODEL TVA800 VERTICAL 3 24" DIGITAL HEIGHT GAUGE SERIAL NO. 14924/ID5.
44	1	TRU-STONE 60" X 96" X 12" LEDGE TYPE GRANITE SURFACE PLATE WITH STAND.
45	1	MICROFLAT 48" X 60" X 7" GRANITE SURFACE PLATE WITH PORTABLE STAND.
46	1	TRIMOS MODEL TV500 24" DIGITAL HEIGHT GAUGE SERIAL NO. 885.
47	1	ROCKWELL WILSON MODEL 5TY BENCHTOP HARDNESS TESTER.
48	LOT	MISCELLANEOUS QUALITY CONTROL LABORATORY EQUIPMENT INCLUDING BUT NOT LIMITED TO: MULTI DRAWER TOOL CABINETS, MISCELLANEOUS DIGITAL AND MANUAL GAUGES, METERS, FIXTURES AND TEST EQUIPMENT, ROUNDNESS TESTER, DIGITAL CALIPERS, MICROMETERS, DEPTH GAUGES, BORE GAUGES, DIAL INDICATORS, HEIGHT GAUGES, TAPER GAUGES, GAUGE BLOCKS, ROTARY FIXTURES, JIB AND HOIST, STORAGE CABINETS, PERISHABLE EQUIPMENT, PERSONAL COMPUTERS, PRINTERS, CIRCUIT BOARD TEST EQUIPMENT, (NOT-IN-SERVICE, NOT-IN-USE AT TIME OF INSPECTION) MISCELLANEOUS EQUIPMENT, ETC....

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
49	LOT	DOCUMENTATION AREA MACHINERY AND EQUIPMENT INCLUDING BUT NOT LIMITED TO: SPERRY RAND KARDVEYER, CHALLENGE HOLE DRILL, IBM CARD RECORDER, BLU RAY BLUEPRINT COPIER, KARDEX KARDVEYER, SHELVING, BLUEPRINT FILES, VERTICAL AND LATERAL FILES, STORAGE CABINETS, COPIERS, SAFE, SHOP FURNITURE, BOOKSHELVES, MICROFICHE MACHINES, MISCELLANEOUS EQUIPMENT, ETC....
50	2	DIEBOLD MODEL 10971 POWERFILE ROTARY FILE STORAGE AND RETRIEVAL SYSTEMS SERIAL NOS. 9814 AND N/A.
51	1	KIP MODEL 2030 IMAGE SCANNER SERIAL NO. 4398021042 (1998) WITH KIP MODEL 3620 PRINTER SERIAL NO. 4208013062.
52	LOT	MISCELLANEOUS MACHINERY AND EQUIPMENT THROUGHOUT PLANT INCLUDING BUT NOT LIMITED TO: SAFETY LADDERS, PALLET JACKS, PORTABLE SHOP CARTS, STORAGE CABINETS, TOOL CABINETS, SLINGS, CHAINS, BANDING CARTS, CANTILEVER RACKS, GRIEVE OVEN, SHOP VACUUMS, SURFACE PLATES, UNIVERSAL BOX TABLES, SIDNEY COIL WINDER, PALLET RACKS, ROTARY FIXTURES, BAR AND TUBE STOCK, TEST CHAMBERS, LASE ALINING EQUIPMENT, HONES, STRAIGHT EDGES, HYDRARIB KITS, HAND SCRAPER SURFACE PLATES, JOB BOXES, LADDERS, CONE BAR MACHINE, MISCELLANEOUS (NOT-IN-SERVICE, NOT-IN-USE AT TIME OF INSPECTION) EQUIPMENT, ETC....

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
53	LOT	MISCELLANEOUS OFFICE FURNITURE AND BUSINESS MACHINES INCLUDING BUT NOT LIMITED TO: DESKS, CHAIRS, TABLES, PARTITIONS, WORKSTATIONS, ACOUSTIC PANELS, BOOKSHELVES, FILES, STORAGE CABINETS, DRAFTING TABLES, CONFERENCE TABLE AND CHAIRS, LOBBY FURNITURE; SERVERS, TERMINALS, PERSONAL COMPUTERS, PRINTERS, COPIERS, FACSIMILE MACHINE, MICROFICHE MACHINES, CARD CARRIERS, MISCELLANEOUS BUSINESS MACHINES, PHONE SYSTEM, PAGING SYSTEM, MISCELLANEOUS OFFICE SUNDRIES AND EQUIPMENT, ETC....

Schedule 2.3.1(a)

MACHINE TOOL GROUP
1900 Case Parkway South
Twinsburg, OH 44087

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
1	2	KARDEX KARDVEYER SERIES 80 MODEL KV-S80M INVENTORY CARD FILES SERIAL NOS. 4139 AND 4137, 14 ROTATING CARRIAGES WITH 11 POSITIONS EACH, DIGITAL KEYPAD CONTROL.
2	1	3M MODEL 1640ASF PUNCH CARD PRINTER/READER SERIAL NO. 609543.
3	1	CANON MODEL PC PRINTER 70 MICRO-FICHE READER AND PRINTER SERIAL NO. N/A, 11½" X 11½" VIEWING SCREEN.
4	1	CAROLINA MODEL CBP-1200 50 TON CAPACITY HYDRAULIC H-FRAME SHOP PRESS SERIAL NO. 13744, 28" BETWEEN COLUMNS.
5	1	STARRET 36" X 36" X 5" PINK GRANITE SURFACE PLATE SERIAL NO. 721417 WITH LEDGES.
6	1	MANUFACTURER UNKNOWN 48" X 36" STEEL SURFACE LAYOUT TABLE SERIAL NO. N/A.
7	2	MOTO-TRUC MODEL AND SERIAL NOS. N/A ELECTRIC WALK BEHIND PALLET LIFT TRUCKS, 1 STAGE MAST, APPROXIMATELY 72" LIFT.
8	1	ROCK OF AGES 12" X 48" X 14" BLACK GRANITE SURFACE PLATE SERIAL NO. 5040-30 WITH T-SLOT AND DRILLED AND TAPPED ENDS, STEEL STRUCTURAL FRAME.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
9	1	MICRO-VU MODEL M14 OPTICAL COMPARATOR SERIAL NO. 4101 WITH MICRO-VU MODEL MD-1, 2-AXIS DIGITAL READOUT.
10	1	WILSON MODEL 5JR HARDNESS TESTER SERIAL NO. 2073-781.
11	1	STARRET 30" X 60" X 11" PINK GRANITE SURFACE PLATE SERIAL NO. N/A.
12	1	BROWN & SHARPE MODEL 510 5" X 10" MICROMASTER HAND FEED SURFACE GRINDER SERIAL NO. 523-510-302 (1960) WITH MAGNA 5" X 10" PERMANENT MAGNETIC CHUCK, DUST COLLECTOR.
13	1	CUSTOM DESIGNED AND FABRICATED 32" DIAMETER 8 POSITION ROTARY TYPE INDICATING INSPECTION TABLE WITH ADJUSTABLE 2 AXIS ARM, HYDRAULIC PIN POSITIONER, SUPPORT EQUIPMENT. (CONSIDERED PROPRIETARY)
14	1	HEALD MODEL 272 SIZEMATIC CHUCK-TYPE INTERNAL GRINDER SERIAL NO. N/A WITH 2 FORWARD SPEEDS, 2 REVERSE SPEEDS, 18" SWING, HEALD RED HEAD 8 H.P. ELECTRIC POWERED TAILSTOCK, COOLANT SYSTEM.
15	1	BROWN & SHARPE MODEL 616 MICROMASTER 6" X 18" HYDRAULIC SURFACE GRINDER SERIAL NO. 523-616-2277 (1985) WITH 8" X 18" WALKER PERMANENT MAGNETIC CHUCK, COOLANT SYSTEM.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
16	1	DELTA MODEL 31-550 6" X 22" BELT SANDER SERIAL NO. 93125182, TILTING WORKTABLE.
17	1	HARDINGE MODEL DSM59 TOOLROOM LATHE SERIAL NO. N/A, 3,500 RPM MAXIMUM SPINDLE SPEEDS 9" SWING, COLLET CHUCK, RAM TYPE 6 POSITION TURRET, TAILSTOCK, TOOLPOST, CABINET BASE.
18	1	BRIDGEPORT SERIES II 2 H.P. UNIVERSAL VERTICAL MILLING MACHINE SERIAL NO. 12BR201006 (1980), 9" X 42" POWER FEED TABLE, 4,300 RPM MAXIMUM SPINDLE SPEEDS, ANILAM WIZARD 2 AXIS DIGITAL READOUT, EVEREDE MODEL RH-1 CHERRYING ATTACHMENT.
19	1	GALLMEYER & LIVINGSTON MODEL NO. 55 12" X 36" HYDRAULIC SURFACE GRINDER SERIAL NO. S-55080 (1940), L.W. CHUCK CO. 12" X 36" ELECTROMAGNETIC CHUCK, COOLANT SYSTEM, CONTROLS.
20	1	CINCINNATI-MILACRON-HEALD MODEL 281 VERTICAL COLUMN TYPE 12" ROTARY SURFACE GRINDER SERIAL NO. 46983 (1974), 13 1/2" DIAMETER ELECTROMAGNETIC CHUCK, HORIZONTAL SPINDLE, COOLANT SYSTEM.
21	1	CINCINNATI MODEL ER 12" X 36" UNIVERSAL HYDRAULIC CYLINDRICAL GRINDER SERIAL NO. 2U3D5J-5 (1940), 14" DIAMETER GRINDING WHEEL, COOLANT SYSTEM WITH PAPER FILTER SYSTEM AND MAGNETIC DRUM SEPARATOR.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
22	1	DEVLEIG MODEL 4K-72 SPIRAMATIC HORIZONTAL JIG MILL SERIAL NO. 9233 (1989), 40" X 72" T-SLOT TABLE, 1,450 RPM MAXIMUM SPINDLE SPEEDS, 48" VERTICAL COLUMN TRAVEL, UPGRADED AUTOCON DYNAPATH DELTA CNC CONTROLS, T-SLOT FIXTURES.
23	1	DEVLEIG MODEL 4K-72 SPIRAMATIC HORIZONTAL JIG MILL SERIAL NO. 9482 (1972), 40" X 72" T-SLOT TABLE, 1,450 RPM MAXIMUM SPINDLE SPEEDS, 48" VERTICAL COLUMN TRAVEL, DEVLEIG DIATROL III TAPE CONTROL.
24	1	INGERSOLL-RAND MODEL U20H-6P 20 H.P. ROTARY SCREW AIR COMPRESSOR SERIAL NO. KC753U92F (1992) WITH INTELLISYS CONTROL.
25	1	PEERLESS 6" X 6" POWER HACKSAW SERIAL NO. N/A, MANUAL CLAMP, CHIP PAN BASE.
26	1	HAMMOND MODEL SCE-6 CARBIDE TOOL GRINDER SERIAL NO. 616 WITH 6" DIAMETER DIAMOND GRINDING WHEEL, 3,500 RPM SPINDLE SPEEDS, 7 1/2" X 20" TILTING WORKTABLE, DUST COLLECTOR, PUSH BUTTON CONTROLS.
27	1	MONARCH MODEL 612 16" X 30" TOOLROOM ENGINE LATHE SERIAL NO. 51189 (1974), 1,500 RPM MAXIMUM SPINDLE SPEEDS, 20" SWING, 30" DISTANCE BETWEEN CENTERS, QUICK CHANGE TOOLPOST, TAILSTOCK, 12" DIAMETER 3-JAW CHUCK, COOLANT SYSTEM, CHIP PAN BASE, WORK LIGHTS, STEADY REST ATTACHMENT.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty</u>	<u>Manufacturer/Description</u>
28	1	HEALD MODEL 3 TOOL SHARPENING MACHINE SERIAL NO. 2010 (1943), DOUBLE END 5" DIAMETER DIAMOND GRINDING WHEELS, T-SLOT WORKTABLE, TOOL HOLDER, GRAVITY FEED COOLANT TANK
29	1	HEALD MODEL NO. 45 BORE-MATIC, DOUBLE END HORIZONTAL BORING MACHINE SERIAL NO. 11101 (1942), 27" SWING WITH (2) U.S. MOTOR 5 H.P. VARIABLE SPEED MOTORS AND DRIVES, HYDRAULIC LOCKING PIN RAM POSITIONER.
30	1	HERMAN STONE CO. 10' X 5' X 20" PINK GRANITE SURFACE PLATE SERIAL NO. 16225, STEEL STRUCTURAL FRAME.
31	1	HEALD MODEL NO. 45 BORE-MATIC DOUBLE END HORIZONTAL BORING MACHINE SERIAL NO. 5355 (1935), 40" SWING WITH (2) U.S. MOTOR 5 H.P. VARIABLE SPEED MOTORS AND DRIVES, HYDRAULIC LOCKING PIN RAM POSITIONER. (NOT-IN-SERVICE AT TIME OF INSPECTION)
32	1	LODGE & SHIPLEY 25" X 80" ENGINE LATHE SERIAL NO. 34855 (1942), 8 TO 331 RPM SPINDLE SPEEDS, 38" DIAMETER SWING, 80" DISTANCE BETWEEN CENTERS, 24" 4-JAW CHUCK, STEADY REST, QUICK CHANGE TOOLPOST, TAILSTOCK.
33	1	NORTON CYLINDRICAL GRINDER SERIAL NO. 17093 (1942), 28" DIAMETER GRINDING WHEEL, 20" SWING X 72" DISTANCE BETWEEN CENTERS, 2 1/2" HOLE THRU SPINDLE, VARIABLE SPEED GRINDING, MISTKOP DUST COLLECTOR, COOLANT SYSTEM WITH F.S.J. MODEL BFPN12CS COOLANT FILTER (1984).

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
34	1	HEALD MODEL 522 BORE-MATIC DOUBLE END HORIZONTAL BORING MACHINE SERIAL NO. 40401 (1963), HEALD DUAL RED HEAD MILLING HEADS, 28" DIAMETER SWING CAPACITY, CENTER REST POSITIONING CLAMPS FOR V-BLOCKS, (2) U.S. MOTOR 5 H.P. VARIABLE SPEED MOTORS AND DRIVES.
35	1	HERMAN STONE CO. 8' X 4' X 1 1/2" PINK GRANITE SURFACE PLATE SERIAL NO. 12262 WITH STEEL STRUCTURAL FRAME.
36	1	MONARCH MODEL 61 13" X 54" ENGINE LATHE SERIAL NO. 43697 (1959), 18" DIAMETER SWING, 1,000 RPM MAXIMUM SPINDLE SPEEDS, 10" DIAMETER 4-JAW CHUCK, QUICK CHANGE TOOLPOST, TAILSTOCK, CHIP PAN BASE.
37	1	HEALD MODEL 422A BORE-MATIC DOUBLE END HORIZONTAL BORING MACHINE SERIAL NO. 45263 (1971), 30" DIAMETER MAXIMUM SWING CAPACITY, CENTER REST POSITIONING HEAD, (2) U.S. MOTORS 7 1/2 H.P. VARIABLE SPEED MOTORS AND DRIVES, HYDRAULIC LOCKING PIN RAM POSITIONER, FROSTRODE MODEL 100 AC REFRIGERATED COOLANT SYSTEM SERIAL NO. 70F789.
38	1	NORTON MODEL 30" X 96" LCTU CYLINDRICAL GRINDER SERIAL NO. 28198 (1966), 28" DIAMETER GRINDING WHEEL, 30" SWING X 96" DISTANCE BETWEEN CENTERS WITH PAPER FILTER, 30" MAGNETIC DRUM SEPARATOR, FUME HOOD AND DUST COLLECTION SYSTEM.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
39	1	LODGE & SHIPLEY 20" X 72" ENGINE LATHE SERIAL NO. 34852 (1942), 500 RPM MAXIMUM SPINDLE SPEEDS, 24" DIAMETER MAXIMUM SWING, 72" DISTANCE BETWEEN CENTERS, 18" DIAMETER 4-JAW CHUCK, STEADY REST, QUICK CHANGE TOOLPOST, TAILSTOCK, CHIP PAN BASE.
40	1	CUSTOM DESIGNED AND FABRICATED POCKET SLOT MILLER SERIAL NO. N/A WITH PRATT & WHITNEY 30" DIAMETER T-SLOT INDEXING TABLE, VERTICAL VARIABLE HEIGHT HYDRAULIC OPERATED CHAIN DRIVEN INDEXING HEAD, SINGLE SPINDLE TAPERED TOOL HOLDER, (2) HYDRAULIC SYSTEMS.
41	1	PEDRICK TOOL & MACHINE CO. MODEL A5 ELECTRIC TUBE BENDER SERIAL NO. 6894, MANUAL CLAMPING PEDESTAL BASE, PUSH BUTTON CONTROL WITH ADJUSTABLE LIMIT SWITCH STOPS.
42	1	SCHAUER MODEL VA3B SPEED LATHE SERIAL NO. 35027, 3 H.P. MOTOR, 2,400 RPM MAXIMUM SPINDLE SPEEDS, 10" DIAMETER 3-JAW CHUCK.
43	1	CINCINNATI BICKFORD 3' X 8" COLUMN RADIAL ARM DRILL SERIAL NO. N/A, 2,000 RPM MAXIMUM SPINDLE SPEEDS, 24" X 48" BASE, COOLANT SYSTEM.
44	1	CINCINNATI BICKFORD SUPER SERVICE 20" HEAVY DUTY SINGLE SPINDLE FLOOR DRILL SERIAL NO. N/A, 2,000 RPM MAXIMUM SPINDLE SPEEDS, 18" DIAMETER SLOTTED WORKTABLE, 6" VISE, T-SLOT PEDESTAL BASE.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
45	1	DOALL MODEL ML 16" VERTICAL BANDSAW SERIAL NO. 521-6434 (1964), 24" X 24" TILTING WORKTABLE.
46	1	CINCINNATI NO. 2 MODEL 210-12 DIAL TYPE VERTICAL MILLING MACHINE SERIAL NO. 4A2V5P-2 (1964), 1,800 RPM MAXIMUM SPINDLE SPEEDS, 12" X 60" TABLE, 8" VISE.
47	1	NIAGARA MODEL HL8 10 GA. X 8' MECHANICAL SHEAR SERIAL NO. 40367 (1942), FOOT PEDAL OPERATED, MANUAL BACK GAUGE, ADJUSTABLE TO 24" MAXIMUM DEPTH.
48	1	DOALL MODEL 2618-3 VERTICAL BANDSAW SERIAL NO. 198-67326 (1967), 26" THROAT, 32" X 41" TILTING T-SLOT TABLE, BLADE CUTTING AND BUTT WELDING ATTACHMENT.
49	1	EVERETT INDUSTRIES MODEL 1416 16" DIAMETER COLD SAW SERIAL NO. 6641 WITH 6" VISE.
50	1	LINCOLN MODEL WIRE-MATIC 255 CONSTANT VOLTAGE DC ARC WELDING POWER SUPPLY SERIAL NO. U1850200440 (1985) WITH INTEGRAL WIRE FEED, TANK AND PORTABLE CART.
51	1	DELTA 8" THROAT 2 HEAD PRODUCTION DRILL PRESS SERIAL NOS. 66-5892 AND 66-5893, 23" X 36" TABLE WITH DRIP TROUGH.
52	1	MILLER MODEL DIALARC HF 250A AC/DC ARC WELDING POWER SUPPLY SERIAL NO. HK337932 (1979), PORTABLE CART.

Schedule 2.3.1(a)

<u>Reff</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
53	1	DEVILBISS 25' X 14' X 11' DRIVE-IN SPRAY BOOTH SERIAL NO. N/A, DOUBLE DOOR END ENTRY, SIDE ACCESS PERSONNEL DOOR, SLOTTED ROOF FOR CRANE ACCESS WITH GRACO MODEL 213-363 SPRAY UNIT, ENCLOSED LIGHTING FIXTURES, FILTERS, EXHAUST FAN AND DUCTWORK, PAINT SPRAY SUPPORT EQUIPMENT.
54	1	TRINCO MODEL 48X24SU/PP2 2 HOLE ABRASIVE SHOT BLAST CABINET SERIAL NO. 35794-1, 48" X 24" X 23" BOTTOM HOPPER DISCHARGE WITH ECONOLINE DUST COLLECTOR.
55	1	METALWASH MODEL M31 220 GAL. CAPACITY PART WASHING TANK SERIAL NO. 5703, 44" X 27" X 30" TANK SIZE, PNEUMATIC OPERATED PART TABLE.
56	1	GREENERD MODEL NO. 6S MANUAL ARBOR PRESS SERIAL NO. N/A, PEDESTAL BASE.
57		OMITTED
58		OMITTED

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
59	1	MANUFACTURER UNKNOWN 1 TON COLUMN MOUNTED JIB CRANE WITH ZIP II ELECTRIC CHAIN HOIST, 18' SPAN, 12' UNDER HOOK, PENDANT CONTROL.
60	1	RELIABLE CRANE 1 TON COLUMN MOUNTED JIB CRANE SERIAL NO. N/A, P & H 1 TON ELECTRIC CHAIN HOIST, PENDANT CONTROLS, 18' SPAN, 12' UNDER HOOK.
61	1	MANUFACTURER UNKNOWN ½ TON CAPACITY COLUMN MOUNTED JIB CRANE WITH DAYTON ½ TON ELECTRIC CHAIN HOIST, PENDANT CONTROL, 12' SPAN, 12' UNDER HOOK.
62	2	HANDLING SYSTEMS 2 TON CAPACITY COLUMN MOUNTED JIB CRANES SERIAL NOS. 021177-1 AND 021242 WITH COFFING, 1 TON ELECTRIC CABLE HOISTS, PENDANT CONTROL, 18' SPAN, 10' UNDER HOOK.
63	1	MANUFACTURER UNKNOWN 2 TON CAPACITY COLUMN MOUNTED JIB CRANE SERIAL NO. N/A WITH CM METEOR 2 TON ELECTRIC CHAIN HOIST, PENDANT CONTROL, 12' SPAN, 12' UNDER HOOK.
64	1	GRIEVE MODEL NB-350 2000 WATT ELECTRIC BENCHTOP HEAT TREAT OVEN SERIAL NO. 448075 (1997).
65	1	OSTER MODEL 654 PIPE MASTER ELECTRIC PIPE THREADER SERIAL NO. ACC-429, PORTABLE CART.

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
66	1	1992 CHEVROLET CHEYENNE 4X2 1/2 TON PICKUP TRUCK VIN # 1GCDC14Z6PE158699. (NOT PHYSICALLY INSPECTED)
67	LOT	<p>MISCELLANEOUS PLANT MACHINERY AND EQUIPMENT AND SUPPORT EQUIPMENT INCLUDING BUT NOT LIMITED TO:</p> <p>ARBOR PRESSES, DOUBLE END PEDESTAL GRINDERS, PIPE THREADER, FLAMMABLE STORAGE CABINETS, KARCHER PRESSURE WASHER, APPROXIMATELY (20) 48" X 48" X 10' HEAVY DUTY ADJUSTABLE STEEL STORAGE RACKS, APPROXIMATELY (30) VARIOUS SIZE HEAVY DUTY STEEL ADJUSTABLE PALLET RACKS, SHOP CARTS, WORKBENCHES, VISES, PORTABLE SAFETY PERSONNEL LADDERS, PARTS WASH TUBS, STEEL STORAGE SHELVES AND CABINETS, WELDING TABLE, SHOP VACUUMS, OXY-ACETYLENE TORCH SET AND PORTABLE CART, 2-WHEEL HAND TRUCKS, SINGLE SPINDLE DRILL PRESSES, STACKABLE WIRE-TAINERS, BELT SANDERS, FLOOR FANS, OIL STORAGE RACK WITH DISPENSING PUMP HOSES AND NOZZLES, CANTILEVER STEEL STORAGE RACKS, LIFTING CHAINS, EYE BOLTS, CLEVISSES, C-CLAMPS, FORK TRUCK BOOM ATTACHMENTS, (2) PORTABLE DOUBLE SPINDLE SWAGERS, GRANITE SURFACE PLATES, PALLET JACK, BANDING CART WITH TOOLS, CHOPSAWS, APPROXIMATELY (64) 32" X 35" X 7" ADJUSTABLE STEEL INVENTORY SHELVES, FORKLIFT CAPABLE TILTING STEEL WASTE HOPPERS, ROYAL OAK NAMEPLATE ENGRAVER, PRESTO 1,000 LB. CAPACITY HYDRAULIC DIE LIFT CART, MISCELLANEOUS NOT-IN-SERVICE EQUIPMENT AND MATERIALS IN OUTDOOR AND INDOOR STORAGE AREAS, 3, 4 AND 5 DRAWER FILE CABINETS, LUNCHROOM TABLES AND CHAIRS, STANLEY VIDMAR MULTI-DRAWER PARTS CABINETS, BATTERY CHARGERS, HARDNESS TESTERS, INSPECTION GAUGES, HAND AND POWER TOOLS. ETC....</p>

Schedule 2.3.1(a)

<u>Ref#</u>	<u>Qty.</u>	<u>Manufacturer/Description</u>
68	LOT	MISCELLANEOUS OFFICE FURNITURE AND BUSINESS MACHINES INCLUDING BUT NOT LIMITED TO: DESKS, CREDENZAS, CHAIRS, BOOK CASES, FILE CABINETS, DESKTOP COMPUTERS, MODULAR OFFICE PARTITIONS, TYPEWRITERS, CALCULATORS, CONFERENCE TABLES, TABLES AND CHAIRS, OFFICE MACHINES, OFFICE SUNDRIES, ETC....

TOTRL P. 24

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

SCHEDULE 2.3.1(b)

3 Dell PowerEdge 2600 Servers

{540752:}

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

SCHEDULE 2.3.1(e)

Assumed Contracts

None

{540752:}

INTELLECTUAL PROPERTY ASSIGNMENT

Whereas, **DEVLIEG BULLARD II, INC.**, a corporation formed under the laws of the State of Delaware, the United States of America, and having an address at 10100 Forest Hills Road, Rockford, Illinois 61115 (hereinafter referred to as "Assignor") owns certain Intellectual Property listed on attached Exhibits.

Whereas, **BOURN & KOCH, INC.**, a corporation formed under the laws of the State of Illinois, having an address at 2500 Kishwaukee Street, Rockford, Illinois 61108 (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Intellectual Property, free and clear of any claims by the Assignor, but otherwise on an "as is" basis.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, the Assignor(s), by these presents do sell, assign and transfer unto Assignee, its successors and assigns, the full right and title to all of the Intellectual Property identified in the Exhibits, including but not necessarily limited to all patents, patent applications, trademark registrations, trademark applications, other trademarks and service marks whether registered and unregistered that are used and owned by Assignor in connection with its products as of the date of this Assignment, together with the goodwill associated therewith, copyrights and other associated properties (including any and all related inventions, ideas, continuations, divisions, reissues, extensions, renewals or other related applications or legal protections therefore, whether past, present or future) in the United States and worldwide, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns. Assignor represents that all Intellectual Properties assigned hereby are being provided on an "as is" basis and that it is the express sole responsibility of the Assignee to conduct any due diligence investigation as to the Assignor's title to, the pendency, status or enforceability of or any rights granted or licensed to, whether implicitly or explicitly, any third party with respect to each and every Intellectual Property transferred hereby.

This Assignment includes the right to apply for application or registration of any and all of such patents, trademarks, service marks and trade names in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations. The Assignee authorizes the Commissioner of Patents and Trademarks or foreign authority and/or any similar director, commissioner or governmental official anywhere in the world, and such authority/official is requested, to issue or transfer to Assignee any and all letters patent and certificates of registration issued with respect thereto. Assignor hereby covenants that Assignor has the full right to convey the entire interest assigned in this Assignment and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment or the rights conveyed in this Assignment. Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as

{549303:}

directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to this Assignment, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do. In addition, for purposes of completing and executing any such documents, Assignor hereby appoints Assignee as Assignor's attorney in fact with full power and authority in the United States and worldwide to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights relating to this Assignment.

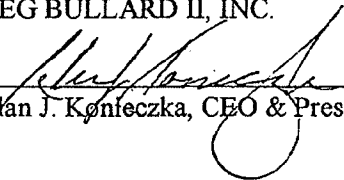
[Signature Page Follows]

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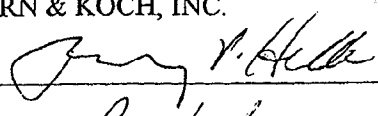
TRADEMARK
REEL: 004721 FRAME: 0579

This Intellectual Property Assignment has been executed by the parties as of this 21 day of September, 2004.

DEVLIEG BULLARD II, INC.

By: 
Alan J. Konteczka, CEO & President

BOURN & KOCH, INC.

By: 
Title: President

{549303:}

EXHIBIT 1 – PATENTS

See attached.

{549303:}

EXHIBIT 2 – TRADEMARKS

See attached.

{549303:}

EXHIBIT 3 – COPYRIGHTS AND OTHER PROPERTIES

All copyrights, know how and other technology presently possessed by the Assignor and included as a Purchased Asset in that certain Amended and Restated Asset Purchase Agreement, dated August 17, 2004, between Assignor and Assignee acquired by Assignee concurrently with this Assignment.

{549303:}

Title	Patent #	Issue Date	CountryName	Status	Application #	Filing Date	Last Update
PRECISION ADJUSTABLE CUTTING TOOL	4,516,889	14-May-1985	United States of America	Granted	415,663	07-Sep-1982	26-Jun-2002
PRECISION ADJUSTABLE CUTTING TOOL	2128509	03-Sep-1986	United Kingdom	Granted	8319012	14-Jul-1983	04-Apr-2003
PRECISION ADJUSTABLE CUTTING TOOL	1,219,118	17-Mar-1987	Canada	Granted	431422	29-Jun-1983	04-Apr-2003
MULTIPLE SPINDLE MACHINE HAVING INDEPENDENTLY VARIABLE SPEED AND FEED RATES	4,779,318	25-Oct-1988	United States of America	Granted	854,938	23-Apr-1986	26-Jun-2002
VARIABLE SPEED MOTOR TAPPING ATTACHMENT	4,808,047	28-Feb-1989	United States of America	Granted	100,721	24-Sep-1987	26-Jun-2002
PRECISION ADJUSTABLE CUTTING TOOL	3331278	08-Jun-1989	Germany, Federal Republic of	Granted	P3331278.8	30-Aug-1983	04-Apr-2003
MULTIPLE SPINDLE MACHINE HAVING INDEPENDENTLY VARIABLE SPEED AND FEED RATES	166265	28-Dec-1992	Mexico	Granted	6194	23-Apr-1987	04-Apr-2003
MULTISPINDLE LATHE AND METHOD FOR MACHINING WORKPIECES	5,207,135	04-May-1993	United States of America	Granted	938,950	01-Sep-1992	26-Jun-2002
HIGH ACCURACY MACHINING STATION FOR A MULTIPLE SPINDLE ROTARY INDEXING MACHINE TOOL	5,459,915	24-Oct-1995	United States of America	Granted	228,061	15-Apr-1994	26-Jun-2002
HIGH ACCURACY MACHINING STATION FOR A MULTIPLE SPINDLE ROTARY INDEXING MACHINE TOOL	186263	03-Oct-1997	Mexico	Granted	951782	12-Apr-1995	04-Apr-2003
GRINDING APPARATUS, AND PROCESS FOR THE OPERATION THEREOF	5,807,162	15-Sep-1998	United States of America	Granted	675,577	03-Jul-1996	26-Mar-2002
HIGH ACCURACY MACHINING STATION FOR A MULTIPLE SPINDLE ROTARY INDEXING MACHINE TOOL	2,147,201	05-Dec-2000	Canada	Granted	2,147,201	18-Apr-1995	04-Apr-2003
MULTIPLE-SPINDLE BAR MACHINE	6,389,939	21-May-2002	United States of America	Granted	08/297,257	26-Aug-1994	15-Jul-2002
HIGH ACCURACY MACHINING STATION FOR A MULTIPLE SPINDLE ROTARY INDEXING MACHINE TOOL			Germany, Federal Republic of	Pending	19514054.0	13-Apr-1995	04-Apr-2003

TrademarkName	AppNumber	RegNumber	TrademarkStatus	CountryName	FileDate	RegDate	NextRenewalDate	Class	Goods
ACME-GRIDLEY	26218/73	730262189	Registered	Brazil	31-Dec-1973	27-Oct-1981	27-Oct-2011	7	Metalworking machines and tools -- namely, automatic single and multiple spindle screw machines, lathes, nut and bolt machines, thread cutting tools, drills and drilling tools, box tools, shaving tools, knurling tools, cutting tools, forming tools, cutting
ACME-GRIDLEY	288659	144607	Registered	Canada	10-Apr-1965	01-Apr-1966	01-Apr-2011	7	Metal working machines and tools -- namely, automatic single and multiple spindle screw machines, lathes, nut and bolt machines, thread cutting tools, drills and drilling tools, box tools, shaving tools, knurling tools, cutting tools, forming tools, cutting
ACME-GRIDLEY	2002C002418		Pending	Italy	09-Aug-2002				
ACME-GRIDLEY	599/61	594637	Registered	Japan	10-Jan-1961	09-Aug-1962	09-Aug-2012	9	Metal working machines and tools, shell molding machines and tools, and other goods belong to this class.
ACME-GRIDLEY	71/682169	619456	Registered	United States of America	23-Feb-1955	17-Jan-1956	17-Jan-2006	7	Metalworking machines and tools -- namely, automatic single and multiple spindle screw machines, lathes, nut and bolt machines, thread cutting tools, drills and drilling tools, box tools, shaving tools, knurling tools, cutting tools, forming tools, cutting
AMERICAN	644709	582069	Registered	United States of America	06-Apr-1953	03-Nov-1953	03-Nov-2013	7	Engine lathes and radial drills.
AUTO-ZERO	73/151,713	1105549	Registered	United States of America	12-Dec-1977	07-Nov-1978	07-Nov-2008	9	Gauging units for rotary surface grinders.
BLANCHARD	286564	TMA140,940	Registered	Canada	30-Dec-1964	25-Jun-1965	25-Jun-2010	7	Vertical spindle, surface grinding machines in which an abrasive wheel, carried by the spindle, is caused to travel across the work surface, and parts thereof.
BLANCHARD	191898	1578000	Registered	France	28-Feb-1990	28-Feb-1980	28-Feb-2010	7	Parts of grinding machines and accessories, grindstones.
BLANCHARD	60-47286	223286	Registered	India	13-May-1985	14-Jul-1964	14-Jul-2006	7	Machines and machine tools and parts of, and fittings therefor.
BLANCHARD		2004692	Registered	Japan		20-Nov-1987	20-Nov-2007	9	Grinding machines and other goods belonging to this class.
BLANCHARD	71/530,918	509274	Registered	United States of America	09-Aug-1947	03-May-1949	03-May-2009	7	Vertical spindle, surface grinding machines in which an abrasive wheel, carried by the spindle, is caused to travel across the work surface, and parts thereof.
BLANCHARD		11437	Registered	Viet Nam	15-Mar-1993	07-Apr-1994	15-Mar-2013	7	Vertical spindle surface grinding machines.
BLANCHARD (IN CIRCLE)	1486 2001	14862001	Registered	Italy	24-Apr-2001	24-Apr-2001	24-Apr-2011		Machine tools for grinding, and parts and fittings therefor included in Class 7.
BLANCHARD AND (CROWN) DESIGN		B996255	Registered	United Kingdom	08-Jan-1969	08-Jan-1969	08-Jan-2014	7	Machine tools, specifically surface grinding machines, their parts and accessories.
BLANCHARD AND DESIGN		604455	Registered	China		30-Jul-1992	29-Jul-2012	7	Machines and machine tools, engines (except for land vehicles), couplings and transmission belts (except for land vehicles), large instruments for agriculture, incubators
BLANCHARD AND DESIGN	INP964650	1496736	Registered	France	03-Nov-1988	22-Oct-1988	11-Mar-2008	7	Machines and machine tools, engines (except for land vehicles), couplings and transmission belts (except for land vehicles), large instruments for agriculture, incubators
BLANCHARD AND DESIGN	INP964651	1496737	Registered	France	03-Nov-1988	04-Dec-1988	11-Mar-2008	7	Machines and machine tools, engines (except for land vehicles), couplings and transmission belts (except for land vehicles), large instruments for agriculture, incubators
BLANCHARD AND DESIGN		223287	Registered	India		14-Jul-1971	14-Jul-2006	7	Grinding machines, parts thereof and fittings therefor.
BLANCHARD AND DESIGN	27,136/1988	183154	Registered	Korea, Republic of	08-Dec-1988	15-Nov-1989	15-Nov-2009	7	Grinding machines
BLANCHARD AND DESIGN	185023	129216	Registered	Poland	25-Mar-1998	09-Nov-2001	25-Mar-2008	7	Machines and machine tools

BLANCHARD AND DESIGN	80347	60298	Registered	Russian Federation	01-Jun-1977	01-Jun-1977	01-Jun-2007	7	Grinding machines.
BLANCHARD AND DESIGN	6672	375447	Registered	Switzerland	08-Sep-1969	08-Sep-1969	08-Sep-2009	7	Vertical spindle surface grinding machines.
BLANCHARD AND DESIGN	87-057422	884759	Registered	Taiwan	27-Nov-1998	15-Mar-2000	15-Mar-2010	7	Machine tools for grinding and parts and fittings therefor.
BLANCHARD AND DESIGN		877221	Registered	United Kingdom	22-Mar-1965	22-Mar-1972	22-Mar-2010	7	Vertical spindle surface grinding machines.
BLANCHARD AND DESIGN	193811	804186	Registered	United States of America	19-May-1964	22-Feb-1966	22-Feb-2006	7	
BLANCHARD AND DESIGN	8684	94-739-F	Registered	Venezuela	01-Dec-1977	12-Jun-1980	12-Jun-2005	7	
BLANCHARD AND DESIGN		11514	Registered	Viet Nam	26-Jun-1993	11-Apr-1994	26-Jun-2013	7	
BLANCHARD AND DESIGN	TO2001C0014		Pending	Italy	24-Apr-2001			7	
BULLARD IN OVAL	301799	153971	Registered	Canada	30-Dec-1966	03-Nov-1967	03-Nov-2012	7	Machine tools and machine tools; motors (except those for land vehicles); gaskets and transmission belts (not for land vehicles); large instruments for agriculture; incubators
BULLARD IN OVAL		1382656	Registered	France	03-Dec-1986	02-Dec-2006		7	Machine-tools, namely, vertical turret-lathes, multiple-spindle machines, boring and turning mills, and lathes.
BULLARD IN OVAL	D48702/WZ	2012372	Registered	Germany	09-Nov-1990	08-Apr-1992	09-Nov-2010	7	Machine tools, namely revolvers lathes, drilling machines, drilling and milling machines, lathes.
BULLARD IN OVAL		198337	Registered	India	07-Oct-1960	07-Oct-1960	07-Oct-2009	7	Vertical turret lathes.
BULLARD IN OVAL	48867C/89	561478	Registered	Italy	19-May-1989	18-Feb-1992	21-May-2009	7	Machine tools, lathes, multiple spindle machines.
BULLARD IN OVAL		308638	Registered	Switzerland	09-Sep-1980	05-Sep-2010		7	Machine tools, vertical turning lathes, boring machines and lathes.
BULLARD IN OVAL		B412182	Registered	United Kingdom	04-Apr-1905	04-Apr-1905	04-Feb-2005	7	Machine tools, vertical turret-lathes, multiple spindle machines, boring and turning mills, and lathes.
BULLARD IN OVAL	119467	135404	Registered	United States of America	02-Apr-1905	03-Apr-1905	12-Oct-2010	7	Machine-tools-namely, vertical turret-lathes, multiple-spindle machines, boring and turning mills, and lathes.
CONOMATIC		107139	Registered	Benelux	31-Dec-1971	31-Dec-2007		7	Automatic lathes and screw machines, machine tools.
CONOMATIC	175552	UCA12278	Registered	Canada	25-Apr-1939	25-Apr-1939	25-Apr-2014	10	Automatic lathes and screw machines.
CONOMATIC		147661	Registered	China	12-Jul-1979	30-Jun-1981	30-Jun-2011	10	Machine tools.
CONOMATIC		VR 1949 01037	Registered	Denmark	30-Jan-1955	30-Jul-2009		7	Automatic lathes and screw-cutting machines.
CONOMATIC	1842 97 MI	787683	Registered	Italy	03-Mar-1997	03-Mar-1997	03-Mar-2007	7	Automatic lathes and machines for shaping.
CONOMATIC	27135788	183153	Registered	Korea, Republic of	09-Dec-1988	15-Nov-1989	15-Nov-2009	20	Classes change throughout file.
CONOMATIC	79580	59520	Registered	Russian Federation	30-Mar-1977	30-Mar-2007		7	Automatic lathes and screw machines and parts thereof.
CONOMATIC		606391	Registered	United Kingdom	02-May-1939	02-May-1939	02-May-2012	7	Automatic lathes and screw machines.
CONOMATIC	407305	362745	Registered	United States of America	10-Jun-1938	29-Nov-1938	29-Nov-2008	7	Vertical spindle surface grinding machines.
CONOMATIC	8683	94740	Registered	Venezuela	01-Dec-1977	12-Jun-1980	12-Jun-2005	7	Vertical spindle surface grinding machines.
CONOMATIC	11239	11438	Registered	Viet Nam	15-Mar-1993	07-Apr-1994	15-Mar-2013	7	Vertical spindle surface grinding machines.
CONOMATIC	189658	184735	Registered	United States of America	14-Dec-1923	03-Jun-1924	03-Jun-2004	7	Vertical spindle surface grinding machines.
DESIGN (INTERSECTING RINGS)		22654	Registered	Australia	15-Feb-1918	15-Feb-2012		7	Metal-working machines, and particularly machines of the multiple-spindle vertical type.
									Machines and machine tools (except agricultural and horticultural machines), motors (except for vehicles), machine couplings.

DESIGN (INTERSECTING RINGS)	AM 1220/50	18739	Registered	Austria	14-May-1950	14-May-2010	23	Grinding machines.
DESIGN (INTERSECTING RINGS)	588254	106891	Registered	Benelux	31-Dec-1971	31-Dec-2008	7	Machine tools, their spare parts and their accessories, including polishing machines, machines for arranging and discs polishers.
DESIGN (INTERSECTING RINGS)	92335	TMDA24129	Registered	Canada	21-Jan-1919	21-Jan-2014		Surface grinding machines, demagnetizers, abrasive wheels and segments for use in surface grinding machines.
DESIGN (INTERSECTING RINGS)		101654	Registered	Czech Republic	03-Mar-1928	03-Mar-2008	7	Grinding machines.
DESIGN (INTERSECTING RINGS)	97703758	97703758	Registered	France	12-Nov-1997	12-Nov-2007	7	
DESIGN (INTERSECTING RINGS)		39950	Registered	Ireland	18-Jan-1918	17-Jan-2012		International Class
DESIGN (INTERSECTING RINGS)	861-113858	2115597	Registered	Japan	21-Feb-1989	21-Feb-2009	7	6 (Metal Goods) 7 (Machinery) 8 (Hand Tools) 9 (Electrical & Scientific Apparatus) 11 (Environmental Control Apparatus) 12 (Vehicles) 15 (Musical Instruments) 16 (Paper Goods & Printed Matter) 17 (Rubber Goods) 19
DESIGN (INTERSECTING RINGS)		20483	Registered	Sweden	19-Feb-1998	19-Feb-2008	7	Grinding machines.
DESIGN (INTERSECTING RINGS)	375517	375517	Registered	Switzerland	17-Jul-1969	17-Jul-2009	7	Grinding machines.
DESIGN (INTERSECTING RINGS)	71/105.912	119496	Registered	United States of America	28-Aug-1917	27-Nov-2007	7	Grinding machines.
Design Depicting Three Geometric Figures	74/407901	1855718	Registered	United States of America	01-Jul-1993	27-Sep-1994	16	Printed technical manual directed to users of industrial metal-cutting tools.
Design of Eagle and Wreath	71/682171	624022	Registered	United States of America	23-Feb-1955	27-Mar-1956	7, 8	Dies, including spring and opening dies, metalworking tools consisting of drills and drilling tools, box tools, shaving tools, knurling tools, threading tools, forming tools, cutting tools, cutting-off tools, and shaping tools, metalworking and automatic
Design of Eagle and Wreath	71/032021	73868	Registered	United States of America	02-Jan-1908	25-May-1909	16	Catalogues, circulars and pamphlets.
Design of Three Geometric Figures Within Squares	74/395916	1829387	Registered	United States of America	28-May-1983	05-Apr-2004	16	Printed technical manuals directed to users of industrial metal-cutting machine tools.
DYNATROL	34241C/82	413921	Registered	Italy	17-Jun-1982	17-Jun-2012	7	Machine tools.
DYNATROL		305623	Registered	Switzerland	28-Apr-1950	28-Apr-2010	7	Machine tools.
DYN-AU-TAPE	224715	815437	Registered	United States of America	02-Aug-1965	20-Sep-1966	7	Tape-controlled machine tools.
FUTURMILL	74/478742	2016687	Registered	United States of America	12-Jan-1994	19-Nov-1996	7	Machine tools, namely, milling machines, spindle heads and parts thereof.
KWIK SWITCH	250982	B250982	Registered	Australia	02-Oct-1975	02-Oct-2006	7	Tool holders, spindles and adapters including collect chuck adapters, tapered socket adapters, and mill adapters, Jacobs taper adapters, adapters, adapter locking fixtures, shell mill adapters, boring chuck adapters, and boring bar adapters.

Tool holders, spindles and adapters including collet chuck adapters, tapered socket adapters, end mill adapters, Jacobs taper adapters, adapter locking fixtures, shell mill adapters, boring chuck adapters, and boring bar adapters.
 Tool holders, spindles, collet chuck adapters, tapered socket adapters, end mill adapters, Jacobs taper adapters, adapter locking fixtures, shell mill adapters, boring adapters, adapter locking fixtures, shell mill adapters, boring chuck adapters, and boring bar adapters.
 Machine tool control in the nature of a pre-settable mechanism for causing a metal working lathe and the like to produce a cycle of predetermined operations.

WOODWORKING MACHINERY, NAMELY, TURNING LATHES, MOULDERS, RIPSAWS (SANDING MACHINERY) AND COMPONENTS THEREOF, AND METALWORKING MACHINERY, NAMELY, SURFACE GRINDERS

Holders for drills, taps and chucks for machine tools.
 Numerical controls for controlling the operation of machine tools.
 Grinding machines and parts thereof.
 Grinding machines

Industrial metal grinding machines.
 Numerically controlled vertical chockers and turning machines; in-line automated transfer lines; milling and centering machines. Machines and machine tools therefor—namely, numerically controlled vertical chockers and turning machines; in-line automated transfer lines; milling and centering machines. Machine tools, lathes and multi-spindle machines. Machines and machine tools

Multi-chuck machines for cutlery, machines and parts thereof. Machine tools, namely multi-spindle machines.
 Multiple-spindle machines.
 Cutting-tools for metal-working machines, and particularly boring and reaming bars.
 Metal-working machines, including lathes and automatic multiple-spindle screw machines.
 Metal working machines; lathes; parts and fittings for all the aforesaid goods.
 Metal-working machines, such as lathes, including automatic, multiple-spindle screw machines.
 Metal working machines; lathes; parts and fittings for all the aforesaid goods.

KWIK SWITCH	241112	153632	Registered	Canada	04-Jun-1957	13-Oct-1967	13-Oct-2012	7
KWIK SWITCH	1125811	B1125811	Registered	United Kingdom	18-Dec-1979	07-Mar-1984	18-Dec-2010	7
KWIK SWITCH	72/027756	654749	Registered	United States of America	08-Apr-1957	19-Nov-1957	19-Nov-2007	7
MAN-AU-TROL	472762	414870	Registered	United States of America	31-Jul-1944	03-Jul-1945	03-Jul-2005	8

MATTISON	72/302,097	870450	Renewed	United States of America	05-Jul-1968	03-Jun-1969	03-Jun-2009	7
MICRO SWINC	79/449978	1300211	Registered	United States of America	27-Oct-1983	16-Oct-1984	16-Oct-2004	7
MICROMASTER	183277	1142316	Registered	United States of America	24-Aug-1978	09-Dec-1980	09-Dec-2010	9
MICROMASTER	483585	273271	Registered	Canada	10-Mar-1982	29-Oct-1982	29-Oct-2012	7
MICROMASTER	76/474,626	2797144	Registered	United States of America	11-Dec-2002	23-Dec-2003	23-Dec-2013	7
MOTCH	100883	723543	Registered	United States of America	15-Jul-1960	07-Nov-1961	07-Nov-2011	7

MOTCH		TMA245355	Registered	Canada	29-Aug-1979	23-May-1980	23-May-2010	7
MULT-AU-MATIC	73/221,342	1179828	Registered	United States of America		01-Dec-1981	01-Dec-2011	7
MULT-AU-MATIC		1382657	Registered	France		10-Jan-1967	02-Dec-2006	7
MULT-AU-MATIC		257098	Registered	Germany		30-Apr-1978	30-Apr-2008	7
MULT-AU-MATIC	342300/82	413910	Registered	Italy	17-Jun-1982	17-Jun-1982	17-Jun-2012	7
MULT-AU-MATIC	2385/2001	488663	Registered	Switzerland	07-Mar-2001	04-Sep-2001	07-Mar-2011	7
NAMCO	80835	102874	Registered	United States of America	28-Mar-1905	29-Mar-1905	23-Feb-2005	7
NAMCO	134179	137961	Registered	United States of America	25-Jun-1920	14-Dec-1920	14-Dec-2010	7
NAMCO	704719	704719	Registered	Australia	19-Mar-1996	15-May-1997	19-Mar-2006	7
NAMCO (Stylized)	1385071	1385071	Registered	United Kingdom	22-May-1989	12-Oct-1990	22-May-2006	7
NAMCO with Eagle and Wreath Design	71/323462	294191	Registered	United States of America	26-Jan-1932	24-May-1932	24-May-2012	7
NAMCO with Eagle and Wreath Design		347625	Registered	United Kingdom	02-Dec-1912	02-Dec-1912	02-Dec-2006	7

NATIONAL ACME	72/036614	665026	Registered	United States of America	03-Sep-1957	29-Jul-1958	29-Jul-2008	7	Metaworking machines, metaworking tools and dies, and parts thereof.
NATIONAL ACME	72/144872	746963	Registered	United States of America	17-May-1962	19-Mar-1963	19-Mar-2013	16	Catalogs, circulars, pamphlets and instruction booklets.
NATIONAL ACME	238377	115884	Registered	Canada	22-Nov-1956	06-Nov-1959	06-Nov-2004	7	Collets, pushers, tool holders and attachments for automatic single and multiple spindle bar and chucking machines; namely, threading attachments, tapping attachments, slotting attachments, knurling attachments, pick-off attachments, collapsible taps, set Machine tools and tools for use in machine tools, and parts thereof.
NATIONAL ACME	179737	1282598	Registered	France	03-Oct-1974	24-Aug-1984	23-Aug-2004	7	Machine tools and parts thereof for use in machine tool.
NATIONAL ACME	A257597Wz	935484	Registered	Germany	08-Mar-1974	15-Sep-1975	08-Mar-2014	7	Automatic multiple-spindle screw-machines.
NATIONAL ACME and Design		198961	Registered	Germany	21-Jun-1913	21-Jun-2004		7	Multiple and single spindle bar and chucking machines and parts thereof and tools for use in such bar and chucking machines--namely, collets, pushers, tool holders, threading attachments, tapping attachments, slotting attachments, knurling attachments and
NEW BRITAIN	73/007387	1000953	Registered	United States of America	28-Nov-1973	07-Jan-1975	07-Jan-2005	7	Collets, pushers, toolholders; and tools and attachments, for automatic screw machines--namely, threading tools and attachments, tapping tools and attachments, slotting attachments, knurling tools and attachments, burnishing tools and attachments, and pic
NEW BRITAIN	71/682168	618623	Registered	United States of America	23-Feb-1955	03-Jan-1956	03-Jan-2006	7	Screw machines, chucking machines, mortising machines, chair-saw mortisers, mortising chains, chain bars, sprockets, sprocket centers, chain sharpeners, spools, wrenches and socket sets. Automatic or semi-automatic screw machines, chucking machines, boring machines, turning machines, copying lathes, precision boring machines, horizontal boring mills, wrenches, wrench sets, sockets and socket-wrench sets, ratchets, automatic transmission
OMNICONROL	779608	140039	Registered	Canada	23-Dec-1963	30-Apr-1965	30-Apr-2010		Electronic and/or computer controls for controlling the operation of one or more machine tools.
OMNICONROL	665849	631236	Registered	United States of America	06-May-1954	24-Jul-1956	24-Jul-2006	7	Electronic and/or computer controls for machine tools, machine and machine tools; motors (except land vehicles), couplings and belting (except for land vehicles); large size agricultural implements; incubators, scientific, nautical, surveying and electric
OMNICONROL	318720	170739	Registered	Canada	03-Jan-1969	28-Aug-1970	28-Aug-2015		Electronic and/or computer controls for controlling the operation of one or more machine tools.
OMNICONROL	63774	1692095	Registered	France	12-Sep-1968	26-Jan-1969	26-Jan-2009	7, 9	Electronic and/or computer controls for machine tools, machine and machine tools; motors (except land vehicles), couplings and belting (except for land vehicles); large size agricultural implements; incubators, scientific, nautical, surveying and electric
OMNIDRIL	72/296212	876021	Registered	United States of America	22-Apr-1968	02-Sep-1969	02-Sep-2009	9	Electronic and/or computer controls for controlling the operation of one or more machine tools.
OMNIDRIL	34245C/82	413925	Registered	Italy	17-Jun-1982	10-Mar-1986	17-Jun-2012	7	MULTI-PURPOSE MACHINE TOOLS OPERATING WITH OR WITHOUT NUMERICAL CONTROL AND WITH WORK SPINDLES IN HORIZONTAL OR VERTICAL OR ANGULAR ATTITUDE FOR PERFORMING A NUMBER OF MACHINING OPERATIONS SUCH AS DRILLING, REAMING, TAPPING, AND BORING AND PARTS THEREFOR.
OMNILATHE		1743462	Registered	France	26-Jan-1989	26-Jan-2009		7	Machine tools, including lathes and parts, machine and machine tools, motors, machine couplings and belting (except for land vehicles).

OMANLINE	318719	174278	Registered	Canada	09-Jan-1969	12-Feb-1971	12-Feb-2016		Integrated numerically controlled machine tools for performing a multiplicity of machining operations including, in certain instances, inspection stations electronically controlled for inspecting machined parts.
OMANLINE	34238C/82	413918	Registered	Italy	17-Jun-1982	10-Mar-1986	17-Jun-2012	7, 9	Machines and machine tools; motors (except for land vehicles); machine couplings and belts (except for land vehicles); large size agricultural implements; incubators; electronic controlled tooling machines; electronic controls and/or computer for toolin Machining centres, and more specifically, a multi-purpose machine tool capable of performing a number of machining operations such as drilling, reaming, tapping, end milling, face milling, and finish boring; milling machines; milling machine heads; and pa
OMANMIL	218942	218942	Registered	Australia	07-May-1968	07-May-1968	07-May-2013	7	Machining centres, and more specifically, a multi-purpose machine tool capable of performing a number of machining operations such as drilling, reaming, tapping, end milling, face milling, and finish boring; milling machines; milling machine heads; and pa
OMANMIL	266701	B845874	Registered	Australia	14-Mar-1967	12-Mar-1968	07-May-2013	7	Machining centres, and more specifically, a multi-purpose machine tool capable of performing a number of machining operations such as drilling, reaming, tapping, end milling, face milling, and finish boring; milling machines; milling machine heads; and pa
OMANMIL	AM671/71	69601	Registered	Austria	24-Mar-1971	19-Jul-1971	31-Jul-2011	7	Machine tools, machine tool installations, multi-purpose machine tools especially multi-purpose machine tools for drilling, scraping, screw tapping, face milling, levelling, and making final drillings; milling machines, milling machine heads and parts of Machining centers, milling machines, milling machine heads and parts thereof.
OMANMIL	308111	158647	Registered	Canada	03-Oct-1967	11-Oct-1968	11-Oct-2013	7	Multiple function machine tools for realisation of quantity of cutting processing operation, as drilling, rasps, screw cutting, shaft milling cutters, forehand milling cutters and honing; milling machines, milling machine rod heads.
OMANMIL		363397	Registered	Switzerland	29-May-1968	30-May-1988	29-May-2008	7	Milling machines and parts thereof.
OMANMIL		931453	Registered	United Kingdom	26-Sep-1968	26-Sep-1968	26-Sep-2013	7	Milling machines and milling machine heads.
OMANITOO	58594	679566	Registered	America	08-Sep-1938	02-Jun-1959	02-Jun-2009	7	Tool holders for use in machine tools.
OMANITOO	210581	B210581	Registered	Australia	30-May-1967	30-May-1967	30-May-2012	7	Tool holders for use in machine tools.
OMANITOO	558793	109903	Registered	Benelux	30-Nov-1971	30-Nov-1971	30-Nov-2007	7, 8, 9, 12, 21	Tools and tool holders for use in machine tools, machine tools. Holders for tools, that is, tool holders for holding a tool to be used on a machine tool.
OMANITOO	285911	142014	Registered	Canada		24-Sep-1965	24-Sep-2010		Tools and tool bearings for the use thereof in tooling machinery, tooling machines, hand tools and machines; motors; machine couplings and belts (except for land vehicles); large size agricultural implements; incubators
OMANITOO	34243C/82	413923	Registered	Italy	17-Jun-1982	10-Mar-1986	17-Jun-2012	7, 8	Hand tools and instruments; cu
OMANITOO	84170	B84170	Registered	New Zealand	29-May-1967	29-May-1967	29-May-2016	7	Tools and tool holders for use in machine tools.
OMANITOO	2264	332803	Registered	Switzerland	06-May-1964	04-May-1984	04-May-2004	7, 8	Holders for tools, that is tool holders for holding a tool to be used on a machine tool.
OMANITOO	154525	769121	Registered	United States of America	04-Oct-1962	05-May-1964	05-May-2004	7	Holders for tools.
OMANITOO	34239C/82	413919	Registered	Italy	17-Jun-1982	17-Jun-1982	17-Jun-2012	9	Systems for displaying, adjust and/or gauge tools in tool-holders, to be used in relation with machine-tools

Machine tools namely, tilting arbor bench saws; tilting arbor scoring saws; scoring saws; sawing centers; scroll saws; universal spindle shapers; single end tenoners; hollow chisel mortisers; chain saw mortisers; planers; retrofit kit for standard planers LATHES, SHAPERS; PLANERS, SLOTTERS, SHAPER PLANERS, MILLING MACHINES AND ROLL FORMING MACHINES [Lathes.] milling machines, [roll forming machines,] shapers, planers, slotters, and shapers-planers.

Lathes and boring mills.

Electrical switches

Manuals, computer punch cards, and similar data setting [with statements convertible to digital data thereby forming, in effect, a language by means of which a programmer can set up a program on magnetic tape or other numerical control system.

Paper, cardboard, articles of paper or of cardboard (not included in other classes), printed matter, newspapers and periodicals, books; bookbinding material, photographs; stationery, adhesive materials (stationery); artists' materials; paint brushes; type Manuals and printed matter, all containing instructions relating to computer programming.

Machine tools, namely, metal turning machines including multiple spindle bar machines and chucks.

Metal turning machines including multiple spindle bar machines.

Power operated industrial grinding machines.

Measuring and positioning control apparatus for machine tools. Chucking machines, spindle turning machines, parts therefor and conveyors used therewith.

Single chuck and multi-chuck tooling machines and parts thereof Cutting tools and holders therefor for use with powered machine tools.

Universal grinding machines.

RIGIDMIL	453886	257081	Registered	Canada	22-May-1980	20-Mar-1981	20-Mar-2011		
SIZE-AU-TROL	279991	TMA139812	Registered	Canada	16-Jan-1964	09-Apr-1965	09-Apr-2010		
SNAP-LOCK (Stylized)	183459	715747	Registered	United States of America	23-Dec-1963	25-Aug-1964	25-Aug-2004	7	
SPIRALCHIP	88841	704573	Registered	United States of America	12-Jan-1960	20-Sep-1960	20-Sep-2010	7	
SPIRALCHIP	71/508,234	522881	Registered	United States of America	29-Aug-1946	28-Mar-1950	28-Mar-2010	9	
SPLIT	333853	178359	Registered	Canada	02-Sep-1970	17-Sep-1971	17-Sep-2016		
SPLIT	34237C/82	413917	Registered	Italy	17-Jun-1982	10-Mar-1986	17-Jun-2012	16	
SPOTTED 'C' Design	964251	B964251	Registered	United Kingdom	24-Aug-1970	24-Aug-1970	24-Aug-2005	16	
SPOTTED 'C' Design	409948	233374	Registered	Canada	25-Apr-1977	01-Jun-1979	01-Jun-2009		
SPRINGFIELD	73/074,985	1055952	Registered	United States of America	22-Jan-1976	11-Jan-1977	11-Jan-2007	7	
SUN-DIAL	N-3940/93	12503	Registered	Viet Nam	06-Jul-1994	26-Jun-2013		7	
SUN-DIAL	74/444,210	1893926	Registered	United States of America	16-May-1995	16-May-2005		7	
TEMPLA-TURN	72/105727	717565	Registered	United States of America	04-Oct-1960	27-Jun-1961	27-Jun-2011	9	
TEMPLA-TURN	297938	151333	Registered	Canada	22-Jun-1966	09-Jun-1967	09-Jun-2012		
TEMPLA-TURN	34232C/82	413912	Registered	Italy	17-Jun-1982	17-Jun-1982	17-Jun-2012	7	
TWIN-BORE	73/684654	1511530	Registered	United States of America	17-Sep-1987	08-Nov-1988	08-Nov-2008	7	
VALUMASTER	73/500945	1194634	Registered	United States of America	13-Mar-1981	04-May-1982	04-May-2012	7	