

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glenfed Financial Corp.		05/30/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jones & Lamson Vermont Corp.		
Street Address:	160 Clinton Street		
City:	Springfield		
State/Country:	VERMONT		
Postal Code:	05156		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0522634	J & L	
CORRESPONDENCE DATA			
Fax Number:	(815)654-5770		
Phone:	815-633-5300		
Email:	rockmail@reinhardtllaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Andrew J. Heinisch		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
ATTORNEY DOCKET NUMBER:	502064		
NAME OF SUBMITTER:	Andrew J. Heinisch		
Signature:	/Andrew J. Heinisch/		
Date:	02/22/2012		

CH \$40.00 0522634

**Total Attachments: 83**

source=Jones & Lamson Bankruptcy#page1.tif  
source=Jones & Lamson Bankruptcy#page2.tif  
source=Jones & Lamson Bankruptcy#page3.tif  
source=Jones & Lamson Bankruptcy#page4.tif  
source=Jones & Lamson Bankruptcy#page5.tif  
source=Jones & Lamson Bankruptcy#page6.tif  
source=Jones & Lamson Bankruptcy#page7.tif  
source=Jones & Lamson Bankruptcy#page8.tif  
source=Jones & Lamson Bankruptcy#page9.tif  
source=Jones & Lamson Bankruptcy#page10.tif  
source=Jones & Lamson Bankruptcy#page11.tif  
source=Jones & Lamson Bankruptcy#page12.tif  
source=Jones & Lamson Bankruptcy#page13.tif  
source=Jones & Lamson Bankruptcy#page14.tif  
source=Jones & Lamson Bankruptcy#page15.tif  
source=Jones & Lamson Bankruptcy#page16.tif  
source=Jones & Lamson Bankruptcy#page17.tif  
source=Jones & Lamson Bankruptcy#page18.tif  
source=Jones & Lamson Bankruptcy#page19.tif  
source=Jones & Lamson Bankruptcy#page20.tif  
source=Jones & Lamson Bankruptcy#page21.tif  
source=Jones & Lamson Bankruptcy#page22.tif  
source=Jones & Lamson Bankruptcy#page23.tif  
source=Jones & Lamson Bankruptcy#page24.tif  
source=Jones & Lamson Bankruptcy#page25.tif  
source=Jones & Lamson Bankruptcy#page26.tif  
source=Jones & Lamson Bankruptcy#page27.tif  
source=Jones & Lamson Bankruptcy#page28.tif  
source=Jones & Lamson Bankruptcy#page29.tif  
source=Jones & Lamson Bankruptcy#page30.tif  
source=Jones & Lamson Bankruptcy#page31.tif  
source=Jones & Lamson Bankruptcy#page32.tif  
source=Jones & Lamson Bankruptcy#page33.tif  
source=Jones & Lamson Bankruptcy#page34.tif  
source=Jones & Lamson Bankruptcy#page35.tif  
source=Jones & Lamson Bankruptcy#page36.tif  
source=Jones & Lamson Bankruptcy#page37.tif  
source=Jones & Lamson Bankruptcy#page38.tif  
source=Jones & Lamson Bankruptcy#page39.tif  
source=Jones & Lamson Bankruptcy#page40.tif  
source=Jones & Lamson Bankruptcy#page41.tif  
source=Jones & Lamson Bankruptcy#page42.tif  
source=Jones & Lamson Bankruptcy#page43.tif  
source=Jones & Lamson Bankruptcy#page44.tif  
source=Jones & Lamson Bankruptcy#page45.tif  
source=Jones & Lamson Bankruptcy#page46.tif  
source=Jones & Lamson Bankruptcy#page47.tif  
source=Jones & Lamson Bankruptcy#page48.tif  
source=Jones & Lamson Bankruptcy#page49.tif  
source=Jones & Lamson Bankruptcy#page50.tif  
source=Jones & Lamson Bankruptcy#page51.tif  
source=Jones & Lamson Bankruptcy#page52.tif  
source=Jones & Lamson Bankruptcy#page53.tif  
source=Jones & Lamson Bankruptcy#page54.tif

source=Jones & Lamson Bankruptcy#page55.tif  
source=Jones & Lamson Bankruptcy#page56.tif  
source=Jones & Lamson Bankruptcy#page57.tif  
source=Jones & Lamson Bankruptcy#page58.tif  
source=Jones & Lamson Bankruptcy#page59.tif  
source=Jones & Lamson Bankruptcy#page60.tif  
source=Jones & Lamson Bankruptcy#page61.tif  
source=Jones & Lamson Bankruptcy#page62.tif  
source=Jones & Lamson Bankruptcy#page63.tif  
source=Jones & Lamson Bankruptcy#page64.tif  
source=Jones & Lamson Bankruptcy#page65.tif  
source=Jones & Lamson Bankruptcy#page66.tif  
source=Jones & Lamson Bankruptcy#page67.tif  
source=Jones & Lamson Bankruptcy#page68.tif  
source=Jones & Lamson Bankruptcy#page69.tif  
source=Jones & Lamson Bankruptcy#page70.tif  
source=Jones & Lamson Bankruptcy#page71.tif  
source=Jones & Lamson Bankruptcy#page72.tif  
source=Jones & Lamson Bankruptcy#page73.tif  
source=Jones & Lamson Bankruptcy#page74.tif  
source=Jones & Lamson Bankruptcy#page75.tif  
source=Jones & Lamson Bankruptcy#page76.tif  
source=Jones & Lamson Bankruptcy#page77.tif  
source=Jones & Lamson Bankruptcy#page78.tif  
source=Jones & Lamson Bankruptcy#page79.tif  
source=Jones & Lamson Bankruptcy#page80.tif  
source=Jones & Lamson Bankruptcy#page81.tif  
source=Jones & Lamson Bankruptcy#page82.tif  
source=Jones & Lamson Bankruptcy#page83.tif

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
GOLDMAN INDUSTRIAL GROUP,	)	
INC., et al.,	)	Case Nos. 02-10467 (MFV)
	)	(Jointly Administered)
Debtors.	)	

**ORDER AUTHORIZING SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE BRYANT DEBTORS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTIONS 363(b), (f) AND (m) OF THE BANKRUPTCY CODE**

Upon the amended motion (the "Amended Sale Motion")<sup>1</sup> of Bryant Grinder Corporation ("Bryant"), J&L Metrology Company ("J&L", together with Bryant, the "Bryant Debtors"), Fellows Corporation ("Fellows"), and Jones & Lamson Vermont Corp. ("Jones & Lamson"), Bridgeport Machines, Inc., ("Bridgeport"), Hill-Loma, Inc., ("Hill-Loma") and Goldman Industrial Group, Inc., ("Goldman Industrial"), debtors and debtors in possession in the above-captioned Chapter 11 cases (the "Debtors"), for entry of an order (i) authorizing the sale of substantially all of the Bryant Debtor's assets free and clear of all liens, claims, interests and encumbrances pursuant to sections 363(b), (f) and (m) of the Bankruptcy Code, to BF Acquisition, LLC (the "Buyer"), if any; (ii) approving the Bid Procedures; (iii) approving the Break-Up Fee and (iv) approving the notice of the hearing on such Sale Motion. Upon review of the Sale Motion, the relief requested therein, the objections to the Sale Motion (if any), the representations adduced at the Sale Hearing and for good cause shown, the Court makes the following findings of fact and conclusions of law and enters the following orders:

<sup>1</sup> All capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Sale Motion or the Asset Purchase Agreement, which is attached hereto as Exhibit A.

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

B. The Debtors filed petitions for relief under Chapter 11 of the Bankruptcy Code on February 14, 2002 (the "Petition Date").

C. On April 25, 2002, the Debtors filed the Original Sale Motion and on May 8, 2002, the Debtors filed the Amended Sale Motion.

D. A notice of hearing on the Amended Sale Motion in a proper and sufficient form was timely served on the Notice Parties. Certificates of service establishing the same have been filed with the Court.

E. Other parties interested in bidding on the Assets were provided sufficient information by the Debtors to make an informed judgment as to whether to bid on the Assets.

F. The following bid procedures have been established by the Debtors for the auction of the Assets:

- (a) Only qualified bidders (the "Qualified Bidders") may submit an offer (for all or a portion of the Bryant Debtors' Assets and any executory contracts that such bidder designates) with respect to the Assets or otherwise participate in an auction with respect to Sale (the "Auction"). Persons or entities who propose to become Qualified Bidders ("Proposed Qualified Bidders"), on or before 5:00 p.m. eastern time on the 3<sup>rd</sup> business day prior to the date first set for the Auction (the "Bid Deadline"), must comply with each of the following requirements (a "Qualified Bid"):

- (i) provide the Debtors with evidence that in the reasonable discretion of the Debtors' and Fleet Capital Corporation, as agent for the Debtors' pre- and post-petition lenders (the "Agent") establishes that the Proposed Qualified Bidder has sufficient financial ability to close and consummate a Sale (and provide adequate assurance of future performance with respect to any executory contracts designated by the Proposed Qualified Bidder to take by assignment from the Bryant Debtors) pursuant to an asset purchase agreement (substantially in form of the Asset Purchase Agreement with such modifications as are indicated thereon by the Proposed Qualified Bidder). To the extent any

Proposed Qualified Bidder is rejected by the Debtors and the Agent, information concerning the grounds for rejection of such Proposed Qualified Bidder shall be provided to counsel to the Committee subject to reasonable agreements as to the confidentiality of such information. Any bidder shall provide the Debtors and Debtors' counsel (and, subject to reasonable agreements as to the confidentiality of such information, Debtors' counsel shall provide such information to counsel to the Agent and counsel to the Committee), within twenty-four (24) hours after the Debtors' request, financial statements and other documents relating to its business activities and its ability to perform in the event that its bid is accepted (including evidence of the structure and financing of the proposed transaction (cash, notes, etc.) and including the amount of equity to be committed and sources of financing);

(ii) unless previously delivered to the Debtors, execute a confidentiality agreement in form and substance reasonably satisfactory to the Debtors prior to conducting any due diligence or obtaining information reasonably considered confidential by the Debtors;

(iii) submit an executed form of the Asset Purchase Agreement, marked to show all changes thereto on terms and conditions substantially identical to those set forth in such Asset Purchase Agreement and include with such submission (as applicable) a list of all Assets that Proposed Qualified Bidder wishes to include in its bid and a list of liabilities of the Debtors, if any, the Proposed Qualified Bidder is assuming, including but not limited to, and all executory contracts and unexpired leases that the Proposed Qualified Bidder wishes to have assumed and assigned to it;

(iv) provide for a Closing Date which is not later than the earlier of (x) May 31, 2002 (provided that the Court has waived the requirements of Bankruptcy Rule 6004 (g)) or (y) the first business day after any stay of the Sale Order expires; provided, that all conditions to Closing contained in the applicable asset purchase agreement have been satisfied or waived on such date;

(v) tender a good faith deposit in the form of a bank or certified check in the amount of 10% of the purchase price set forth in their asset purchase agreement (the "Deposit"), made payable to the Bryant Debtors, to be tendered to counsel to the Debtors (or some other agent selected by the Bankruptcy Court) as a condition to bidding. If the Proposed Qualified Bidder is the Successful Bidder(s) with respect to a Sale, the Deposit will be applied

towards the amount of the successful bid. If the Proposed Qualified Bidder is not the Successful Bidder(s); the Deposit will be held pending closing with the Successful Bidder(s); provided that in accordance with Paragraph (i) below, in the event that the Proposed Qualified Bidder becomes the Successful Bidder(s) as a result of a prior Successful Bidder(s)'s failure to consummate a Sale, the Deposit will be applied towards the amount of the successful bid. Any such Deposit tendered by any bidder that becomes a Successful Bidder(s) shall be (i) remitted to the Debtors in the event that any such Successful Bidder(s) fails to close and consummate a Sale as a result of its breach of the terms and conditions of its asset purchase agreement; or (ii) returned to any bidder in the event that (A) its bid is not a successful bid or (B) Closing is not consummated as a result of the Debtors' breach of the terms and conditions of the applicable asset purchase agreement including the failure to obtain Court authorization for a Sale; and

(vi) provide a written statement by the Proposed Qualified Bidder that (i) such bidder agrees to comply with such other terms and procedures as may be imposed by the Court or the Debtors on all potential bidders including Buyer at or prior to the Auction; (ii) the bid (as the same may be enhanced at the Auction) shall be irrevocable through Closing Date except as provided in the applicable asset purchase agreement; (iii) the bidder believes in good faith that its bid constitutes a Qualified Bid; (iv) the Deposit shall be treated in accordance with the provisions of the Amended Sale Motion; (v) the bid (as the same may be enhanced at the Auction) is not subject to any due diligence or financing conditions, and (vi) identifies which liabilities of the Debtors, if any, the Proposed Qualified Bidder is assuming under the bid including, without limitation, whether such bidder proposes to assume all or any part of the Debtors' employee benefits plan.

- (b) Except as otherwise decided in the Debtors' discretion, any competing bids must be on substantially the same terms as the Asset Purchase Agreement and shall not be on terms and conditions which are more burdensome or conditional in any material respect than the terms of the Asset Purchase Agreement. Such competing bids must disclose the identity of the competing buyer.
- (c) Any competing bids shall be in writing and filed with the Bankruptcy Court at least three (3) business days in advance of date first set for the Auction, with copies of such bids to be served on and received at least two (2) business days prior to date first set for the Auction:

- (i) the Debtors' counsel-Nancy A. Mitchell and Christopher Cahill, Greenberg Traurig, 77 W. Wacker Drive, Suite 2500, Chicago, Illinois 60601, Facsimile No. (312) 456-8435;
- (ii) counsel to the Debtors' post-petition lenders - John F. Ventola, Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109;
- (iii) counsel to the Committee - Mike Traison, Miller, Canfield, Paddock and Stone, P.L.C., 150 West Jefferson Avenue, Suite 2500, Detroit, MI 48226 and Timothy Fusco, Miller, Canfield, Paddocks and Stone, P.L.C., 840 West Long Lake Road, Suite 200, Troy, MI 48098;
- (iv) the PBGC - Pension Benefit Guaranty Corporation, 1200 K Street N.W. 3<sup>rd</sup> Floor, Washington, D.C. 20005 attention: Andrea Wong;
- (v) the United States Trustee attention: David Buchbinder, Office of the U.S. Trustee, 844 King Street, Suite 2313, Lockbox 35, Wilmington, DE 19801;
- (vi) Counsel to American Capital Strategies - Brad R. Godshall, Pachulski, Stang, Ziehl, Young & Jones, 10100 Santa Monica Blvd., 11<sup>th</sup> Fl., Los Angeles, CA 90067;
- (vii) SSG - Matt Karlson, SSG Capital Advisors, Inc., Five Tower Bridge, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428;
- (viii) Counsel to Regency Bank - Daniel K. Astin and Douglas M. Hershman, The Bayard Firm, 222 Delaware Avenue, Suite 900, Wilmington, DE 19801; and
- (ix) Regency Savings Bank - Edward W. Wilkowski, Assistant Vice President, Regency Savings Bank, 11 Madison Street, Oak Park, Illinois 60302.
- (d) The initial competing bid shall be, at a minimum, in an amount equal to the Purchase Price, plus \$100,000.
- (e) The auction shall be absolute with bid increments of not less than \$50,000.
- (f) Only those bids submitted by Proposed Qualified Bidders and constituting Qualified Bids will be entitled to bid at the Auction, unless the Debtors determine otherwise.
- (g) If a Qualified Bid is received, the Debtors will conduct the Auction at the offices of Debtors' counsel, Greenberg Traurig, The Brandywine



Building, 1000 West Street, Suite 1540, Wilmington, Delaware 19801, one (1) business day prior to the Sale Hearing at 1:00 p.m. Eastern Time. Bidding at the Auction will commence with the highest Qualified Bid(s) from Qualified Bidder(s) on individual Assets and will continue in the established increments until all parties have made their final offers on individual Assets. Bidding at the Auction will continue with the highest Qualified Bid(s) from Qualified Bidder(s) on discrete groups of Assets, designated by either the Debtors or any Qualified Bidder(s) prior to or at the Auction, and will continue in the established increments, until all parties have made their final offers on discrete groups of Assets. Next the Debtors will accept bidding at the Auction for a Sale, starting with the highest Qualified Bid and continuing in the established increments, until all parties have made their final offers on a Sale.

- (h) At the conclusion of the Auction, the Debtors and the Agent, after consultation with the Debtors' secured lenders and the Committee, will announce their determination as to the highest and best bid for the Assets (the "Successful Bid") by the Qualified Bidder(s) who will become the Successful Bidder(s). The Debtors reserve the right to determine which bid or combination of bids, if any, is the highest or otherwise best offer at the Auction or to withdraw this Sale Motion at any time prior to the Sale Hearing. The determination of the highest and best bid for the Assets will be made by the Debtors based on their business judgment and taking into account the value of the total consideration provided for in the offer (whether such consideration is cash or through assumption of liabilities) to the Bryant Debtors' estates; provided, that the Debtors may, in their sole discretion, give preference to cash offers even if such cash offers provide less total consideration than offers which include non-cash consideration. Formal acceptance of a winning bid, however, will not occur unless and until the Court enters an order approving the winning bid and authorizing the Debtors to consummate the Sale following the conclusion of the Sale Hearing.
- (i) Upon failure to consummate a Sale because of a breach or failure on the part of the successful bidder(s), the Debtors may select in their business judgment the next highest or otherwise best Qualified Bid(s) to be the successful bid(s) without further order of the Court.

The above Bid Procedures were reasonable and appropriate.

G. An Auction was held on May 22, 2002 at 1:00 pm for the Assets which continued on May 23, 2002 by order of this Court. At the conclusion of such Auction, Buyer was the

Successful Bidder. Buyer agreed to pay a purchase price of \$2,500,000 for the Purchased Assets (the "Purchase Price").

H. Buyer was also the Successful Bidder in the Fellows Auction.

I. There has been an adequate opportunity for all parties in interest to appear and be heard on the Amended Sale Motion. Due and adequate notice and an opportunity to be heard in accordance with all applicable law were given to all necessary parties in the Debtors' cases, including, without limitation, all federal and state environmental and taxing authorities.

J. Buyer and Regency Savings Bank have agreed upon the terms and conditions of Buyer's use and occupancy of the Fellows Real Property in accordance with the DIP Stipulation, as modified by this Order.

K. Based upon the representations tendered, for which there was no objection, the Debtors have articulated reasonable business judgment and have demonstrated good faith for seeking a prompt Sale of substantially all of the Assets. The Court finds that a prompt Sale of the Purchased Assets is required if the Bryant Debtors and their estates are to obtain any value from the Purchased Assets. Consummation of the Sale shall result in the maximization of the value of the Bryant Debtors' estates. The Court further finds that approval of the Sale is in the best interests of the Bryant Debtors' estates and their creditors and, after consideration of all salient factors, there are good and sufficient business justifications for the sale contemplated by the Amended Sale Motion, outside of the context of a plan of liquidation, and that the required standard of a "sound business purpose" has been established.

L. Based upon the representations tendered, Buyer is a good faith purchaser for value within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all protections thereof. The Court finds that the sale and the negotiation of the Asset Purchase Agreement and all exhibits and schedules thereto were at arms' length and in good faith. Further, there is no evidence of the existence of an agreement among potential bidders to control the bidding process or the Purchase Price. The terms of the proposed Sale are fair, and the Purchase Price is adequate and constitutes reasonably equivalent and fair value for the Purchased Assets.

**ACCORDINGLY, IT IS HEREBY ORDERED THAT:**

1. The Amended Sale Motion is hereby approved in all respects. Any objections filed to the Amended Sale Motion are hereby resolved by this Sale Order.
2. The Asset Purchase Agreement is approved in its entirety. To the extent that this Sale Order conflicts with the Asset Purchase Agreement, this Sale Order shall control. For purposes of clarification, a conflict between the Asset Purchase Agreement and this Sale Order shall not exist merely due to the fact that the Asset Purchase Agreement addresses (a) any particular matter in more detail than as addressed in this Sale Order, and (b) any matter not addressed in this Sale Order.
3. The Bryant Debtors are authorized to and shall sell, assign, transfer and deliver to Buyer and Buyer shall purchase, acquire and take assignment and delivery of the Purchased Assets and to execute all documents and instruments necessary to effect the Sale.
4. Except for the Assumed Liabilities, all of Sellers' liabilities and obligations shall be retained by and remain the obligations and liabilities of Sellers and Buyer shall not assume, or be responsible or liable with respect to, any and all of the liabilities and obligations of Sellers,

whether or not relating to the Businesses, whether fixed, contingent or otherwise, and whether known or unknown, including without limitation, the following:

- (i) Any liability, claim or obligation of Sellers for any federal, state or local Taxes due and/or payable prior to or after the Closing, including (a) all income and franchise taxes of Sellers, (b) any real property taxes other than real property taxes that are part of the Regency Savings Bank Obligations (as defined in the Asset Purchase Agreement) as provided in Section 2.03(iii) of the Asset Purchase Agreement, and (c) any personal property Taxes with respect to the Purchased Assets for the period prior to Closing.
- (ii) 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 Sellers prior to the Closing, including any liability or obligation in connection with any defaults or failure of performance by Sellers 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.
- (iii) Any liability, claim or obligation with respect to any litigation or legal proceeding pending on the date of the Asset Purchase Agreement, or instituted hereafter, in connection with, or arising out of, the Businesses as operated by Sellers prior to the Closing.

- (iv) 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, designed, configured, engineered, assembled, compiled, distributed or sold by Sellers prior to the Closing, including, without limitation, product liability claims.
- (v) 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 Sellers 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 (a) any violation of requirements of any laws (including rules and regulations thereunder) of federal, state and local governments (and all agencies thereof) concerning the environment, public health and safety and employee health and safety, (b) 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 (c) any release into the environment of any hazardous materials generated by Sellers from their respective facilities.

- (vi) Any liability, claim or obligation in connection with, or arising out of, the Excluded Assets.
- (vii) Any trade accounts and other payables of Sellers due to suppliers and vendors and others of or other accounts payable.
- (viii) Any liability, claim or obligation arising from or in connection with (a) wages, benefits, bonuses or commissions due to any employee or independent contractor of Sellers, (b) contributions by Sellers under any Employee Plans (as defined below), (c) any other benefits due to or for the benefit of any employee or independent contractor of Sellers, (d) workers' compensation or other occupational health or injury claims of Sellers on or prior to the date of the Asset Purchase Agreement, (e) notices regarding plant closings, including without limitation, notices under the federal "WARN" laws, and (f) notices regarding continuation of health care coverage and rights of conversion for insured benefits.
- (ix) Any sponsorship or responsibility for the maintenance of or termination of any Employee Plan (as hereinafter defined) maintained by Sellers. 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 deferred compensation plans.

agreements or arrangements providing benefits for employees or former employees of Sellers relating to the Businesses.

(x) 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.

(xi) Any and all liabilities to any union, employees or former employees whether under any collective bargaining agreement or otherwise.

5. The Purchased Assets shall be sold, transferred, conveyed and assigned to Buyer free and clear of any and all liens, claims, interests and encumbrances of whatever type whether arising before or after the Petition Date in accordance with sections 363(b), (f) and (m) of the Bankruptcy Code pursuant to such assignments and instruments of conveyance as Buyer reasonably requests. Any and all liens, claims, interests and encumbrances (including, without limitation, any liens (including any mortgage liens on any of the Purchased Assets which are fixtures) of the Agent, ACS, the PBGC, Regency or First International Bank) shall attach to the proceeds of the sale of the Purchased Assets in the same order of priority as they existed prior to the Petition Date with respect to the Purchased Assets. This provision of the Order shall be self-executing, and notwithstanding the failure of the Debtors or any other party to execute, file or obtain releases, termination statements, consents or other instruments to consummate or implement the provisions hereof or the Asset Purchase Agreement, all liens, claims, interests and encumbrances of any kind or nature in or against the Purchased Assets transferred, sold or assigned shall be deemed released.

6. At Closing, Buyer shall pay to the Agent the Purchase Price (which Agent shall apply in accordance herewith net of the fees owed to SSG which shall be remitted directly to SSG), as set forth in the Asset Purchase Agreement, for application as provided in the DIP Stipulation. The amounts payable to Agent shall be subject to disgorgement to the extent that a party in interest holds a prior or senior lien on some or all of the Purchased Assets to the liens and security interests of the Agent in the Purchased Assets. Any such party alleging a prior lien on the Purchased Assets shall initiate an action (including any actions initiated by any party to determine whether a Purchased Asset is a fixture) in this Court by a date not later than 60 days after the date of this Order or be forever barred from asserting such prior lien. The Court may extend the time to initiate such action for good cause shown. All parties shall cooperate, reasonably at their own expense, in exchanging documents and information, and conducting physical inspections, as is necessary. Notwithstanding anything to the contrary in the DIP Stipulation or otherwise, the fact that the time period contained in the DIP Stipulation to challenge the validity, priority and extent of the Agent's lien has expired will not affect the rights of Regency or First International to assert that any Purchased Asset is a fixture.

7. Upon payment of the Purchase Price to the Agent, all persons or entities holding liens, claims, interests and encumbrances of any kind or nature with respect to the Purchased Assets transferred, sold or assigned are barred from asserting such liens, claims, interests or encumbrances of any kind or nature against Buyer or the Purchased Assets.

8. Buyer is found to be a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and shall be entitled to the protections afforded a good faith purchaser pursuant to such section. Buyer has acted in "good faith" in connection with the Sale.



9. The Closing of the Sale of Purchased Assets shall occur no later than June 3, 2002. Such Closing may take place even if a party in interest appeals this Sale Order, so long as this Order has not been stayed.

10. As provided in the DIP Stipulation as modified by this Sale Order, any use by the Buyer of the property located at 36 Precision Drive in Springfield and Chester, Vermont (the "Fellows Real Property") is limited to a period expiring no later than December 31, 2002 except in Regency's sole discretion and shall be subject to (a) agreement by the Buyer to use the Fellows Real Property and the Purchased Assets (I) to conduct or house a business related to the assembly, repair and sale of machine tools and related parts and service, or any part thereof, and to conduct any other activities incidental thereto including, without limitation, the liquidation, moving or sale of all or a portion of the Purchased Assets and (II) in a manner consistent with the obligations of Fellows under its mortgages, dated January 29, 1998, held by Regency Savings Bank ("Regency") and First International Bank ("FIB") to keep the premises in a condition and repair consistent with the condition of the Fellows Real Property on the Closing Date and to prohibit the commission of waste and (b) maintaining whatever agreement as to commercially reasonable indemnity or other protections to which the Buyer and Regency have agreed. The Buyer shall have an obligation to remove, before expiration of the Buyer's occupancy, all of the Purchased Assets from and repair the Fellows Real Property at its own expense for damage caused by or resulting from the removal of the Purchased Assets from the Fellows Real Property that occurs after the Closing Date and to maintain the insurance and security agreed to by the Buyer and Regency.

11. The Debtors are authorized and directed to execute, deliver and carry out the terms of any and all documents and instruments that may be required by the Asset Purchase

Agreement, to undertake any action required by the Asset Purchase Agreement and to take all such other steps as may be necessary to effectuate the Asset Purchase Agreement (including any steps necessary to change the names of the Bryant Debtors).

12. This Sale Order shall be binding on and inure to the benefit of successors and assigns to the Buyer and the Debtors, including any subsequently appointed trustee.

13. The Court shall retain jurisdiction for the purpose of enforcing the provisions of the Sale Order and resolving disputes. Notwithstanding Bankruptcy Rule 6004(g) which is hereby waived by the Court, this Sale Order shall be take effect and become operative and enforceable immediately upon entry.

14. The Sale is conditioned upon:

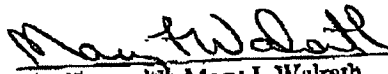
- (a) Agreement between Fellows, the Buyer and Regency as to the terms of a lease for the Fellows Real Property, which agreement shall not be unreasonably withheld;
- (b) Agreement between the Buyer and Regency as to the terms of an indemnity agreement and to the terms of an escrow agreement, which agreement shall not be unreasonably withheld; and
- (c) Agreement between Fellows, the Buyer and Regency as to reasonable insurance coverage for the Fellows Real property.

15. The Buyer and the Bryant Debtors have agreed with Regency and First International that the removal of the equipment and machinery constituting Purchased Assets shall be done by parties with experience in the industry and maintaining commercially reasonable insurance or bonds.

16. The Buyer and Regency have agreed that, to the extent that any dispute arises under the indemnity agreement after the entry of this Sale Order, such dispute may be presented to this Court for resolution notwithstanding the finality of the Sale Order.

17. Nothing herein shall affect or impair FIB's rights under the Bankruptcy Code to protect its collateral, including but not limited to its right to move for adequate protection under Section 363 of the Bankruptcy Code or to lift the stay under Section 362 of the Bankruptcy Code. In addition, all parties shall cooperate with FIB in allowing FIB or its appraiser(s) to inspect the Fellows Real Property.

Dated: May 30, 2002

  
The Honorable Mary J. Walrath  
United States Bankruptcy Judge

ASSET PURCHASE AGREEMENT

28

9/10/02  
KMC

This Asset Purchase Agreement, dated as of May 4, 2002, is entered into among Fellows Corporation, a Delaware corporation ("Fellows") and Jones & Lamson Vermont Corp., a Delaware corporation ("J & L Vermont" and together with Fellows collectively defined as "Sellers"), and BF Acquisition, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Sellers have previously conducted businesses which manufactured machine tools and sold replacement parts (the "Businesses");

WHEREAS, Buyer desires to purchase substantially all of the assets of the Businesses from Sellers, and Sellers desire to sell substantially all of the assets of the Businesses to Buyer, upon the terms and subject to the conditions set forth below;

WHEREAS, on February 14, 2002 ("Petition Date"), each of Sellers 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 Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and such cases are presently pending under Case Nos. 0210468 and 0210473 (collectively, the "Bankruptcy Proceedings");

WHEREAS, on the Petition Date, J & L Metrology Company, Inc., a Delaware corporation ("J & L Metrology"), and Bryant Grinder Corporation, a Delaware corporation ("Bryant"), J & L Metrology and Bryant being related "brother-sister" companies of Sellers, also filed voluntary petitions for relief pursuant to Chapter 11 of The Bankruptcy Reform Act of 1978, as codified in Title 11 of the Bankruptcy Code §§ 101-1330 with the Bankruptcy Court and such cases are presently pending under Case Nos. 0210469 and 0210470 (collectively, the "Related 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, Sellers shall sell, transfer, assign, convey and deliver the Purchased Assets (as defined below in this Agreement) to Buyer free and clear of all Liens;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

**"Avoidance Action"** means any and all claims and causes of action which Sellers may assert under the Bankruptcy Code, including Sellers' 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.

**"Affiliate"** of any Person shall mean any 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 Asset Purchase Agreement and all Schedules and the Exhibit 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.

**"Assumed Contracts"** means those Contracts identified on **Schedule 2.01(iii)** by Buyer which shall be attached to this Agreement within 10 days of the date of this Agreement, it being understood that Buyer shall not be required to assume any Contract and that any assumption by Buyer of a Contract shall be at the sole discretion of Buyer.

**"Assumed Liabilities"** shall have the meaning given such term in **Section 2.03**.

**"Auction"** has the meaning set forth in **Section 5.05**.

**"Bankruptcy Code"** has the meaning provided in the third WHEREAS clause.

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

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

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

**"Books and Records"** means all books of account and other financial records of the Sellers pertaining to the Businesses 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 Sellers, and other records of the Seller which relate to the Businesses or relate to the Purchased Assets.

"Breakup Fee" has the meaning set forth in Section 5.05.

"Businesses" shall have the meaning given such term in the first WHEREAS clause.

"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.

"Bryant" has the meaning provided in the fourth WHEREAS clause.

"Closing" shall have the meaning given such term in Section 2.07.

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

"Confidentiality Agreement" means the confidentiality letter agreement, dated as of April 22, 2002, between Buyer and SSG Capital Advisors, LP (on behalf of Sellers).

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

"Cure Amount" has the meaning set forth in Section 6.06.

"Deposit" has the meaning set forth in Section 2.08.

"DIP Stipulation" means that certain Amended Stipulation and 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 (II) 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 set forth in Section 2.04.

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

judicial or administrative order, consent decree or 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 Vermont state equivalent of any of the foregoing; all as amended from time to time.

"ERISA" has the meaning set forth in Section 2.04.

"Excluded Assets" shall have the meaning given such term in Section 2.02.

"Excluded Liabilities" shall have the meaning given such term in Section 2.04.

"Fellows" shall have the meaning given such term in the Preamble.

"Fellows Real Property" shall have the meaning given such term in Section 5.06.

"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.

"Hazardous Materials" means those substances defined or classified as hazardous or toxic substances pursuant to present or future applicable Environmental Law, as amended from time to time, including without limitation, the following (i) those materials included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "hazardous wastes" in the Federal Water Pollution Control Act, as amended, Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substance Control Act or the Resource Conservation and Recovery Act, and (ii) 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 Sellers 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 Sellers, including:

- (a) computer software and related source codes, object code, and documentation related thereto used in the Businesses;
- (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 words, inventions and discoveries, industrial designs and other proprietary rights, whether or not patentable or subject to copyright, mask work, or trade secret protection and whether or not confidential;
- (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, including, without limitation, all rights to the names "Fellows", "Jones & Lamson" and any derivations 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) to Clause (e); 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) to Clause (f).

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



"J & L Metrology" has the meaning provided in the fourth WHEREAS clause.

"J & L Vermont" shall have the meaning given such term in the Preamble.

"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 or irregularities in title thereto. For the purposes of this Agreement, without limiting the definition of a "Lien", Sellers will be deemed to own subject to a Lien any asset which Sellers have acquired or hold 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.

"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.

"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.

"Purchased Assets" shall have the meaning given such term in Section 2.01.

"Purchase Price" shall have the meaning given such term in Section 2.06.

"Regency Adequate Protection Payments" means the obligations of the Sellers in the DIP Stipulation to make adequate protection payments to Regency Savings Bank.

"Regency Bank Obligations" means, collectively, (a) the agreement by the Sellers in the DIP Stipulation to make the Regency Adequate Protection Payments, (b) the agreement by the Sellers and any buyer to use and occupy the Fellows Real Property (as defined in the DIP Stipulation) in accordance with the DIP Stipulation, (c) the agreement in the DIP Stipulation that any buyer provide reasonable indemnity or other protections to Regency Savings Bank in respect of its use and occupancy of the Fellows Real Property, (d) the agreement in the DIP Stipulation that any buyer repair the premises and pay for any damage relating to the removal of equipment from the Fellows Real Property, (e) the agreement in the DIP Stipulation that any buyer maintain commercially reasonable insurance and security at the Fellows Real Property during its period of occupancy, (f) the agreement in the DIP Stipulation to provide reasonable access during ordinary business hours to the Fellows Real Property for Regency Savings Bank, and (g) the agreement in the DIP Stipulation that any buyer will timely pay all utilities and taxes during its occupancy of the Fellows Real Property.

"Related Bankruptcy Proceedings" has the meaning provided in the fourth WHEREAS clause.

"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 others, 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) The Sellers are 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 the Sellers nor creditors of the Sellers have any Liens against the Buyer or the Purchased Assets;
- (d) The Buyer has acted in "good faith" in connection with the Sale;
- (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 the Sellers' estates and their respective creditors;
- (h) Due and adequate notice and an opportunity to be heard in accordance with all applicable law were given to all necessary parties in the Sellers' Chapter 11 cases, including without limitation, all federal and state environmental and taxing authorities;
- (i) Buyer and the Sellers 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 the Buyer, the Sellers may select in their collective 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) The Sellers are authorized to cause the proceeds of the Sale, net of SSG Capital Advisors, LP's fees which shall be paid directly to SSG Capital Advisors, LP, to be paid to the Agent to be applied in accordance with the DIP Stipulation; and

- (l) Waiving the requirements of Bankruptcy Rule 6004(g).

"Sellers" has the meaning provided therefore in the Preamble.

"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.

## ARTICLE 2

### PURCHASE AND SALE

2.01. Purchase and Sale. Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Sellers and Sellers agree to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered, to Buyer at Closing, free and clear of all Liens, all of Sellers' right, title and interest in, to and under the assets, properties and business, of every kind and description, wherever located, all personal property, tangible or intangible, owned, held or used in the conduct of the Businesses by Sellers as the same shall exist on the Closing Date, other than the Excluded Assets, including without limitation, all right, title and interest of Sellers in, to and under the following (collectively, the "Purchased Assets"):

- including any assets thereon which are fixtures*
- (i) all personal property and interests therein, including machinery, equipment, furniture, office equipment (including all computers and related hardware), communications equipment, vehicles, transportation equipment, spare and replacement parts, tools, metal working equipment, laboratory test equipment, patterns, molds, dies, jigs, fuel inventory, supplies and other tangible property, including without limitation, the items set forth on Schedule 2.01(i) which shall be attached to this Agreement within 10 days of the date of this Agreement;
  - (ii) all raw materials, work-in-process, finished goods, "crib stock", packaging materials, supplies and other inventories;
  - (iii) the Assumed Contracts as specifically set forth on Schedule 2.01(iii);
  - (iv) all prepaid expenses, including but not limited to *ad valorem* taxes, leases and rentals (except for prepaid expenses related to Contracts not assumed

by the Buyer);

- (v) all of Sellers' 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;
- (vi) all interests of Sellers in the Intellectual Property Rights, including without limitation, all computer software programs (including without limitation, all source codes and object codes) and data used in connection with the Businesses;
- (vii) all transferable licenses, Permits and regulatory approvals or other governmental authorizations affecting, or relating in any way to, the Businesses or the operation of the Businesses (it being understood that the Buyer may, but shall not be required to, accept and assume any of said licenses, Permits, approvals or authorizations);
- (viii) all Books and Records, files and papers, whether in hard copy or computer format, used in the Businesses, including, without limitation, any information relating to Tax imposed on the Purchased Assets; and
- (ix) 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.

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

- (i) all of Sellers' cash and cash equivalents on hand and in banks;
- (ii) all of Sellers' real estate, including without limitation, all buildings, fixtures and improvements erected thereon;  
*(except those items listed on Schedule 2.01(i))*
- (iii) insurance policies;
- (iv) all Contracts other than Assumed Contracts;
- (v) the Avoidance Actions and any rights, defenses, crossclaims or counterclaims with respect to any Avoidance Actions; and
- (vi) all accounts, notes and other receivables.

*AMS  
KMC*

2.03. 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 the following liabilities (the "Assumed Liabilities"):

- (i) all liabilities and obligations of Sellers arising from and after the Closing Date under all Assumed Contracts, if any;
- (ii) all Cure Amounts related to any Assumed Contracts, if any; and
- (iii) the Regency Bank Obligations, provided, however, the Regency Bank Obligations shall exclude, Sellers shall retain and Buyer shall not assume, pay, perform or discharge (a) the Regency Adequate Protection Payments which shall be paid from the proceeds of the Sale, and (b) any and all real estate Taxes attributable to the Fellows Real Property for any time period other than the time period during which Buyer occupies the Fellows Real Property (e.g., Buyer shall not be responsible for the payment of any delinquent real estate Taxes attributable to the Fellows Real Property); and which will be attached at or prior to closing.
- (iv) liabilities under the purchase orders, if any, listed on Schedule 2.03(iv) which will be attached at or prior to Closing.

2.04. Excluded Liabilities. Except for the Assumed Liabilities set forth in Section 2.03, all of Sellers' liabilities and obligations shall be retained by and remain the obligations and liabilities of Sellers and Buyer shall not assume, or be responsible or liable with respect to, any and all of the liabilities and obligations of Sellers, 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"):

- (i) Any liability, claim or obligation of Sellers for any federal, state or local Taxes due and/or payable prior to or after the Closing, including (a) all income and franchise taxes of Sellers, (b) any real property Taxes other than real property Taxes that are part of the Regency Savings Bank Obligations as provided in Section 2.03(iii), and (c) any personal property Taxes with respect to the Purchased Assets for the period prior to Closing.
- (ii) 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 Sellers prior to the Closing, including any liability or obligation in connection with any defaults or failure of performance by Sellers 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.
- (iii) 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 Sellers

prior to the Closing.

- (iv) 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, designed, configured, engineered, assembled, compiled, distributed or sold by Sellers prior to the Closing, including, without limitation, product liability claims.
- (v) 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 Sellers 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 (a) any violation of requirements of any laws (including rules and regulations thereunder) of federal, state and local governments (and all agencies thereof) concerning the environment, public health and safety and employee health and safety, (b) 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 (c) any release into the environment of any Hazardous Materials generated by Sellers from their respective facilities.
- (vi) Any liability, claim or obligation in connection with, or arising out of, the Excluded Assets *other than as provided in Section 2.03(iii).* *KMC*
- (vii) Any trade accounts and other payables of Sellers due to suppliers and vendors and others of or other accounts payable.
- (viii) Any liability, claim or obligation arising from or in connection with (a) wages, benefits, bonuses or commissions due to any employee or independent contractor of Sellers, (b) contributions by Sellers under any Employee Plans (as defined below), (c) any other benefits due to or for the benefit of any employee or independent contractor of Sellers, (d) workers' compensation or other occupational health or injury claims of Sellers on or prior to the date of this Agreement, (e) notices regarding plant closings, including without limitation, notices under the federal "WARN" laws, and (f) notices regarding continuation of health care coverage and rights of conversion for insured benefits.
- (ix) Any sponsorship or responsibility for the maintenance of or termination of any Employee Plan (as hereinafter defined) maintained by Sellers. 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 deferred compensation plans, agreements or arrangements providing benefits for employees or former employees of Sellers relating to the Businesses.

- (x) 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.
- (xi) Any and all liabilities to any union, employees or former employees whether under any collective bargaining agreement or otherwise.

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

2.06. Purchase Price. In consideration for the sale of the Purchased Assets by Sellers to Buyer, Buyer agrees to pay Sellers the sum of \$3,700,000 (the "Purchase Price") by certified or official bank check payable to Sellers or by wire transfer of such funds to an account designated by Sellers acceptable to the Bankruptcy Court.

2.07. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets, the assignments of the Assumed Contracts and the assumptions of the Assumed Liabilities shall take place at a closing (the "Closing") to be held at 6200 Riverside Drive, Cleveland, Ohio 44135, or at such other location as the parties shall agree in writing, at 11:00 A.M., as soon as practicable, but in any event on the later to occur of (i) May 31, 2002 (provided that the Court has waived the requirements of Bankruptcy Rule 6004(g)), and (ii) the first Business Day after any stay of the Sale Order expires, or at such other time or place as Buyer and Sellers may agree in writing.

If, but only if, there are Assumed Contracts, at the Closing, Sellers and Buyer shall enter into an assignment and assumption agreement with respect to the Assumed Contracts. Sellers shall deliver to Buyer (or permitted assignees as Buyer shall instruct Sellers) such bills of sale, endorsements, consents, assignments, powers of attorney (in particular with respect to Sellers' 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.

2.08. Deposit. At such time as Buyer has executed this Agreement and received a

countersigned signature page of this Agreement from Sellers, Buyer shall promptly pay for the benefit of Sellers a deposit in the amount of \$300,000 (the "Deposit"). The Deposit shall be wire transferred by Buyer to Greenberg Traurig, P.C. pursuant and subject to the escrow letter attached hereto as Exhibit A. At the Closing, the Deposit shall be credited against the Purchase Price; provided, however, that (a) except as provided in Clause (b) of this Section 2.08, the Deposit shall be returned to Buyer in full in the event that this Agreement is terminated, and (b) the Deposit shall be retained by Sellers in full in the event that Sellers' sale of the Purchased Assets to Buyer fails to close due to Buyer's breach of this Agreement.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

Subject to the entry of the Sale Order, Sellers hereby jointly and severally represent and warrant to Buyer as follows:

3.01. Organization and Standing; Authority. Sellers are each organized, validly existing and in good standing under the laws of the State of Delaware. Subject to the approval of the Bankruptcy Court, each of Sellers has all requisite corporate power and authority to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. Subject to the approval of the Bankruptcy Court, all corporate acts and other proceedings required to be taken by Sellers to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and properly taken. This Agreement has been duly executed and delivered by Sellers. Upon approval by the Bankruptcy Court, this Agreement and all instruments and agreements under this Agreement to which Sellers are or become a party are (or upon execution will be) constitute the legal, valid and binding obligations of Sellers, enforceable against Sellers in accordance with its terms.

3.02. Sufficiency of, Title to and Ownership of the Purchased Assets. Sellers own and will own at all times prior to 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.

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

3.04. Ownership of Purchased Assets. To the best knowledge of the Sellers and except as set forth on Schedule 3.04 which shall be attached hereto within five (5) days of the date hereof, all of the inventory listed on the inventory listing dated as of March 31, 2002 and all of the equipment and other assets listed on the equipment listing for the Sellers contained in the Appraisal of Machinery and Equipment of Goldman Industrial Group, Inc. presented by Koster Industries Inc. and dated as of November 20, 2001, is located at the Sellers' place of business and is owned by the Sellers.

3.05. No Warranties. Neither Sellers nor any other Person makes any express or



implied representation or warranty on behalf of Sellers. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE SALE AND TRANSFER OF THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES.

#### ARTICLE 4

#### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

4.01. Organization and Standing: Authority. Buyer is a duly organized, validly existing and in good standing under the laws of the State of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. Buyer has all requisite power and authority to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement to be consummated by Buyer. All member acts and other proceedings required to be taken by Buyer to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement to be consummated by Buyer have been duly and properly taken. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.02. No Conflicts: Consents. (a) The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement to be consummated by Buyer and compliance with the terms of this Agreement to be complied with by Buyer shall not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, (i) the certificate of formation or operating agreement of Buyer, (ii) any agreement or obligation to which Buyer is a party or by which any of its assets are bound, or (iii) any judgment, injunction, order, or decree, or statute, law, ordinance, rule or regulation applicable to Buyer or its assets, in each case other than such as in the aggregate would not have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement to be consummated by Buyer.

(b) No material consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Buyer or its Affiliates in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement, other than (i) compliance with and filings and notifications under applicable Environmental Laws, (ii) any notices, motions, orders or approvals required by the Bankruptcy Court or the Bankruptcy Code and the rules thereunder, and (iii) those that may be required solely by reason of Sellers' participation in the transactions contemplated by this Agreement.

4.03. Actions and Proceedings, etc. There are no (a) outstanding judgments, orders, injunctions or decrees of any Governmental Entity or arbitration tribunal against Buyer or any of its Affiliates, (b) lawsuits, actions or proceedings pending or, to the knowledge of Buyer,

threatened against Buyer or any of its Affiliates, or (c) investigations by any Governmental Entity which are, to the knowledge of Buyer, pending or threatened against Buyer or any of its Affiliates, and which, in the case of each of Clauses (a), (b) and (c), have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement to be consummated by Buyer.

4.04. 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.

4.05. Binding Agreement. This Agreement and all instruments and agreements under this Agreement to which Buyer is or becomes a party are (or upon execution will be) valid and legally binding obligations of Buyer enforceable against Buyer in accordance with the respective terms hereof and thereof, except as enforceability against Buyer may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.06. Brokers and Finders. Neither Buyer, nor any Affiliate of Buyer, nor any officer, director, employee or agent thereof, has engaged any finder or broker in connection with the transaction contemplated by this Agreement.

4.07. 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 any of Sellers in connection with the consummation of the transaction contemplated by this Agreement.

## ARTICLE 5

### COVENANTS OF SELLERS

Sellers jointly and severally covenant with Buyer as follows:

5.01. Conduct of the Businesses. Except as listed on Schedule 3.04 and except for the Sellers' sale of the 60" x 84" Giddings & Lewis Air Lift Rotary Table and the DeVlieg Model 3K-72 Jig Mill s/n 8613 [with 40" x 120" + - slotted table and bracket], for the time period commencing April 1, 2002 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 not in operation, Sellers covenant with Buyer that (a) Sellers have and will continue to use their individual and collective best efforts to preserve and safeguard the Purchased Assets, and (b) Sellers have not and will not sell, transfer, convey or otherwise dispose of any of the Purchased Assets.

5.02. Access to Information. Subject to the restrictions contained in the Confidentiality

5.03. Notices of Certain Events. (a) Sellers shall promptly notify Buyer of:

- (b) Sellers shall promptly notify Buyer of, and furnish Buyer any information which Buyer may reasonably request with respect to, the occurrence to Sellers' knowledge of any event or condition or the existence to Sellers' 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.

16

amount.

5.04 Bankruptcy Court Approval. As soon as practicable after execution of this Agreement, Sellers 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 "**Bid Procedures and Sale Motion**"). The Bid Procedures and Sale Motion (i) requested that the Bankruptcy Court schedule a hearing on an expedited basis to confirm the sale of the Purchased Assets to Buyer no later than May 23, 2002 (the "**Sale Hearing**"), (ii) includes a provision stating that a competing bid must exceed the Purchase Price by at least \$100,000 for the initial offer and thereafter all subsequent offers must be in increments of at least \$50,000 greater than the preceding highest offer, (iii) includes a provision stating that, at the request of the Sellers, all bidders must submit financial information to the Sellers and certain other parties at least three days prior to the hearing date set for the approval of this Agreement, and (iv) includes a provision requesting the Bankruptcy Court approve the Breakup Fee. Sellers shall use their individual and collective reasonable best efforts to obtain:

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

5.05. Breakup Fee. Sellers 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. Sellers agrees that, subject to approval and entry of the Bid Procedures Order, Buyer shall be entitled to a breakup fee (the "**Breakup Fee**") in the amount of 2% of the Purchase Price (i.e., \$60,000), which shall be paid directly to Buyer from the Sale proceeds if Sellers receive 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**"). Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not be entitled to the Breakup Fee if (i) the Bankruptcy Court does not enter the Bid Procedures Order, (ii) Sellers fail 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, or (iii) Buyer is in breach of this Agreement. In addition, Buyer shall also be entitled to a Breakup Fee in the event the Sale does not close because the condition set forth in Section 8.01(i) is not fulfilled because of a higher and/or better offer in the Related Bankruptcy Proceedings.

5.06. Use of Fellows' Real Property. Buyer shall have the right to use the real property and improvements located at 36 Precision Drive, North Springfield, Vermont which are owned by Fellows ("**Fellows' Real Property**") in accordance with the DIP Stipulation and subject to the Regency Bank Obligations, provided, however, Buyer shall not be required to proceed with the Closing of this Agreement unless Buyer is able to negotiate acceptable terms and conditions with Regency Savings Bank for said use of the Fellows Real Property as provided in Section 8.01(h).

5.07 Name Changes. Promptly after the Closing, each of Sellers covenant to change its corporate name by amending its respective certificate of incorporation to delete the references

to "Fellows" and "Jones & Lamson Vermont".

## ARTICLE 6

### COVENANTS OF BUYER

Buyer agrees that:

6.01. 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.

6.02. No Additional Representations. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, none of Sellers or any other Person has made any representation or warranty, expressed or implied, with respect to (i) the transactions contemplated by this Agreement, (ii) Sellers or Sellers' assets, liabilities or businesses, or (iii) the accuracy or completeness of any information regarding Sellers furnished or made available to Buyer and its representatives.

6.03. Access to Information. On and after the Closing Date, Buyer will afford promptly to Sellers and its agents reasonable access to Sellers' former properties, books, records, employees and auditors to the extent necessary to permit Sellers to determine any matter relating to its rights and obligations hereunder or relating to the continuing administration of Sellers' Chapter 11 case, or to any period ending on or before the Closing Date; provided that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Buyer. Sellers 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 6.03.

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

6.05. 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 6.05 shall apply only to Assumed Contracts under which Cure Amounts exist as of the Closing.

6.07. Buyer's Cooperation. 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.

## ARTICLE 7

### COVENANTS OF ALL PARTIES

Buyer and Sellers agree that:

7.01. Best Efforts; Further Assurances. (a) Subject to the terms and conditions of this Agreement, Buyer and Sellers 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. Sellers 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 Sellers 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.

7.02. Certain Filings. Sellers 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 material 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.

7.03. Public Announcements. The parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated by this Agreement and, except as may be required by applicable law, will not issue any such press release or make any such public statement prior to such consultation.

7.04. 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. Sellers may require certain financial information relating to the Businesses for periods prior to the Closing Date for the purpose of filing federal, state, local and foreign Tax Returns and other governmental reports, and Buyer agrees to furnish such information to Sellers at Sellers' request and expense.

## ARTICLE 8

### CONDITIONS TO CLOSING

8.01. Conditions to Buyer's Obligations. The obligation of Buyer to consummate the Closing is subject to the satisfaction (or waiver by Buyer, without further notice to parties in interest or approval by the Bankruptcy Court) of the following conditions:

- (a) The representations and warranties of Sellers made in this Agreement shall be true and correct in all material respects as of the Closing Date as though made as of such time, 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).
- (b) Sellers shall have complied in all material respects with all of their pre-Closing covenants, including without limitation, the provisions set forth in Article 5.
- (c) No provision of any applicable statute, rule, regulation, executive order, decree, temporary restraining order, judgment, preliminary or permanent injunction or other order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that (i) prevents the sale and purchase of the Purchased Assets or any of the other transactions contemplated by this Agreement, (ii) would adversely affect or interfere with the operation of the Businesses as previously conducted after the Closing, or (iii) would require Buyer or any of its Affiliates to sell or otherwise dispose of, hold separate or otherwise divest itself of, or operate in any particular manner, any of the Purchased Assets or any of the assets, properties or business of Buyer or any of its Affiliates.
- (d) There shall not be pending or threatened by any Governmental Entity any suit, action or proceeding, (i) challenging or seeking to restrain, prohibit, alter or materially delay the sale and purchase of the Purchased Assets or any of the other transactions contemplated by this Agreement, or seeking to obtain from Buyer or any of its Affiliates in connection with the sale

and purchase of the Purchased Assets any material damages, or (ii) seeking to prohibit Buyer or any of its Affiliates from effectively controlling or operating a material portion of the Businesses or the Purchased Assets.

- (e) The Bankruptcy Court shall have issued the Bid Procedures Order (the Bid Procedures Order to include the Bankruptcy Court's approval of Breakup Fees as provided in Section 5.05) and the Bid Procedures Order shall have become a Final Order or such requirement shall have been waived.
- (f) The Bankruptcy Court shall have issued the Sale Order (the Sale Order to include the Bankruptcy Court's authorization for the Sellers to pay the Breakup Fee as provided in Section 5.05) on or prior to May ~~2~~ 2002. and the Sale Order shall not be subject to any stay. 287 kmc
- (g) Sellers shall have executed any and all documents and instruments necessary to convey good and marketable title to the Purchased Assets to Buyer.
- (h) Buyer, Sellers and Regency Savings Bank shall have agreed to all of the terms and conditions of Buyer's use of the Fellows Real Property which terms and conditions shall be acceptable to Buyer in its sole discretion.
- (i) Buyer shall have simultaneously acquired certain of the assets of J & L Metrology and Bryant in the Related Bankruptcy Proceedings pursuant to that certain Asset Purchase Agreement, dated of even date herewith, among J & L Metrology, Bryant and Buyer.

8.02. Conditions to Obligation of Sellers. The obligation of Sellers to consummate the Closing is subject to the satisfaction (or waiver by Sellers, without further notice to parties in interest or approval by the Bankruptcy Court) of the following conditions:

- (a) The representations and warranties of Buyer shall be true and correct in all material respects as of the time of the Closing as though made as of such time, 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). Buyer shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Buyer by the Closing Date. Buyer shall have delivered to Sellers a certificate dated the Closing Date and signed by an authorized agent of Buyer confirming the foregoing.
- (b) No provision of any applicable statute, rule, regulation, executive order, decree, temporary restraining order, judgment, preliminary or permanent injunction or other order enacted, entered, promulgated, enforced or issued



by any Governmental Entity shall be in effect that prevents the sale and purchase of the Purchased Assets or any of the transactions contemplated by this Agreement.

- (c) There shall not be pending or threatened by any Governmental Entity any suit, action or proceeding, (i) challenging or seeking to restrain, prohibit, alter or materially delay the sale and purchase of the Purchased Assets or any of the other transactions contemplated by this Agreement or seeking to obtain from Sellers in connection with the sale and purchase of the Purchased Assets any material damages.
- (d) The Bankruptcy Court shall have issued the Sale Order on or prior to May ~~X~~, 2002, and the Sale Order shall not be subject to any stay. 9/07  
PML
- (e) <sup>28</sup> The Bankruptcy Court shall have issued the Bid Procedures Order and the Bid Procedure Order shall have become a final order or such requirement shall have been waived.
- (f) Buyer shall have paid the Purchase Price.

8.03. Frustration of Conditions. Neither Buyer nor Sellers may rely on the failure of any condition set forth in Section 8.01 or 8.02, 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 9

### SURVIVAL

9.01. Survival. The covenants, agreements, representations, warranties and indemnities of the parties contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing.

## ARTICLE 10

### TERMINATION

10.01. Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

- (i) by mutual written agreement of Sellers and Buyer;
- (ii) by either Sellers or Buyer if the Closing shall not have been consummated on or before June 3, 2002;
- (iii) by either Sellers 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 nonappealable final order, decree or judgment of any court or governmental body having competent jurisdiction;

- (iv) by Buyer if the Sale Order shall not have been entered on or prior to May ~~28~~, 2002; fine
- (v) by Buyer or Sellers if any Governmental Entity shall have commenced litigation seeking to enjoin consummation of the transaction;
- (vi) by Buyer or Sellers, as the case may be, in the event that a condition to Closing has not been satisfied or waived by Buyer (under Section 8.01) or by Sellers (under Section 8.02);
- (vii) by Buyer or Sellers if the Bankruptcy Court shall have approved a sale of the Purchased Assets or Business to a Person or Persons other than Buyer;
- (viii) by Buyer if Schedule 3.04 is not acceptable to Buyer in its sole discretion.

The party desiring to terminate this Agreement pursuant to **Clauses (ii), (iii), (v), (vi) or (viii)** shall give notice of such termination to the other party prior to the Closing.

**10.02. Effect of Termination.** If this Agreement is terminated as permitted by **Section 10.01**, 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 **Sections 6.01 and 11.03** shall survive any termination of this Agreement pursuant to **Section 10.01**.

## ARTICLE 11

### MISCELLANEOUS

**11.01. Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by confirmed fax or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, confirmed faxed or if mailed,

three days after mailing (one Business Day in the case of express mail or overnight courier service), as follows (or to such other address or telecopy number as the applicable party shall have notified the other party in writing in accordance with this Section 11.01):

(i) if to Buyer,

BF Acquisitions, LLC  
6200 Riverside Drive  
Cleveland, Ohio 44135  
Attention: Legal Department  
Telephone: (216) 265-2658  
Telecopy: (216) 265-2632

(ii) if to Sellers,

Fellows Corporation  
Jones & Lamson Vermont Corp.  
c/o Goldman Industrial Group, Inc.  
462 Boston Street, Unit 1  
Topsfield, MA 01983  
Attention: Dan Dooley  
Telephone: (978) 887-0393  
Telecopy: (978) 887-1950

with a copy (which shall not constitute notice) to:

Greenberg Traurig LLP  
77 W. Wacker Drive, Suite 2500  
Chicago, IL 60601  
Attention: Nancy A. Mitchell, Esq.  
Telephone: (312) 456-5107  
Telecopy: (312) 456-8435

11.02. Amendments and Waivers. (a) Any provision of this Agreement may be amended or waived prior to the Closing Date if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

11.03. Fees and Expenses. (a) Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

(b) Sellers shall pay all fees or commissions of any investment banker, broker or finder retained by Sellers and approved by the Bankruptcy Court that has acted for Sellers in connection with this Agreement or the transactions contemplated by this Agreement.

11.04. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided that* no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party.

11.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the conflicts of law rules of such State.

11.06. 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.

11.07. 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.

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

11.09. Captions. The captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

11.10. 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.

11.11. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the Courts of the State of Vermont, (b) the United States District Court for Vermont, and (c) to the extent applicable, the United States Bankruptcy Court for the District of Delaware for the purposes of any action, suit or other proceeding arising out of or related to this Agreement, or any transaction contemplated by this Agreement but for no other purpose. Each party agrees to commence any action, suit or proceeding relating to this Agreement either in the

United States District Court for Vermont or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Courts of the State of Vermont or, to the extent applicable, the United States Bankruptcy Court for the District of Delaware. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 11.11. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated by this Agreement in (i) the Courts of the State of Vermont, (ii) the United States District Court for Vermont, or (iii) to the extent applicable, the United States Bankruptcy Court for the District of Delaware, and each party further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

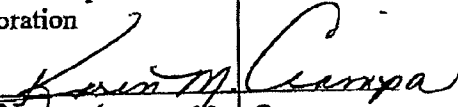
11.12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER DOCUMENT REFERRED TO IN THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THEREBY.

11.13. 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.[END OF PAGE 26].

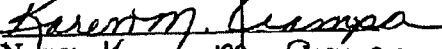
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

"Sellers":

Fellows Corporation, a Delaware corporation

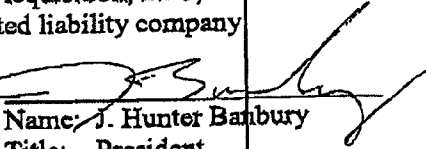
By:   
Name: Karen M. Ciampa  
Title: Secretary and Asst. Treasurer

Jones & Lamson Vermont Corp., a Delaware corporation

By:   
Name: Karen M. Ciampa  
Title: Secretary and Asst. Treasurer

"Buyer":

BF Acquisition, LLC, a Delaware limited liability company

By:   
Name: J. Hunter Banbury  
Title: President

Vchi-srv0142647v01

Schedule 2.01 (f)

See Attached

Co	Item #	Dept	Item Name & Description	Serial #	Asset #	Notes
Bryant			Misc items in Wheelhead Assembly area, consisting of:			
Bryant			storage, rollaround and file cabinets and shelving, office			
Bryant			desks/computer stands/chairs, future tanks, hand truck,			
Bryant			work benches (some with vices), wash tanks, arbor presses,			
Bryant			microfiche reader, etchin			
Bryant			IRD Portable Balancing Unit Model 350	236212614	R441	
Bryant			IRD Portable Balancing Unit Model 680	P 10401874		
Bryant			granite stands 48"x60.5"		R585	
Bryant			granite stands 36"x60"		12322	
Bryant			Federal Inspection Equipment, model 70085		R137	
Bryant			Wilson Hardness Checker, model 3JRP8B	11741	R148	
Bryant			Geomed Arbor Press	H812	R213	
Bryant			Homo Furnace	1187013	R139	
Bryant			Hermite Hydraulic Press	146	R108	
Bryant			Tool Grinder		R364	All
Bryant			Parter Pac-Flange Machine Model 1025		R48	All
Bryant			2 Ton Crane	6302010298	R272	All
Bryant			Miscellaneous items in Wheelhead Test Area: clean tank,			
Bryant			craftsman grinder sander, shot, wet dry vac, table, test tank,			
Bryant			scales			
Bryant			Tek Lab Cart with scope			
Bryant			Oscillo Scope		R146	Bryant
Bryant			Miscellaneous items in Elec Bench Area: desks, benches		R127	Bryant
Bryant			with vices, test equipment, test stand, universal board			
Bryant			programmer, computer, work benches			
Bryant			5 Ton Crane			
Bryant			Tubing Abrasive Cut-off Machine			
Bryant			Deburring Machine			
Bryant			Crown Walk-behind Electric Truck			
Bryant			Motor Hoist			
Bryant			Miscellaneous filtration system items			
Bryant			Contents of Gage Room			
Bryant			Set of Centars, Brown & Sharpe			
Bryant			Miscellaneous desks, tables, ladders			
Bryant			Mist Collector			
Bryant			Double Ended Grinder			
Bryant			Scale Saw Rollers			
Bryant			Miscellaneous desks, wagons, dollies, carts, eldids			
Bryant			Table Saw 38"x72"			
Bryant			Floor Sweeper			
Bryant			Miscellaneous Grinding Wheels in various areas			
Bryant			Rotary Lapper (Hone)			
Bryant			Vibrating Finishing Machine			
Bryant			Sunnet Hone Model MA			
Bryant			Alnor Dew Pointer			
Bryant			Alcor Furnace			
Bryant			1 Lindberg Furnace			
Bryant			2 Alcor Furnaces			
Bryant			VNC 76 Vertical Machining Center			
Bryant			Miscellaneous fixtures, desks, cabinets, shelving, parts			
Bryant			cleaner			
Bryant			Drill Sharpener, Olwee Adrian			
Bryant			Double Ended Grinder			
Bryant			Dual Drill Sharpener			
Bryant			Portable Fueling Tank			
Bryant			Red Devil Paint Shaker			

T-384 P.030/068 F-904

+12162652632

From-PARK LEGAL

08-20-2002 12:39 PM



Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Bryant	35	CS Maintenance		Graymill Parts Washer			
Bryant		CS Maintenance		Miscellaneous cabinets with support maintenance material (approx. 10) vac parts, hoses, filters, etc.)			
Bryant	38	CS East Alele		Test Floor Cooling Unit			
Bryant		CS East Alele		Miscellaneous ladders, desks, etc.			
Bryant	37	CS East Alele		Large Capacity Sump Pump			
Bryant		CS Paint Department		Miscellaneous paint, transfer equipment & solvents			
Bryant		CS Steel Room		Miscellaneous bending equipment, racks, ladders, etc.			
Bryant	42	CS Receiving Area		Yale Fork Lift Truck (elec)			
Bryant		CS Receiving Area		Miscellaneous dollies, hand trucks, carts, racks, etc.			
Bryant	44	CS Large Machining Area		Mist Collector (aerocology)			
Bryant		CS Large Machining Area		Battery Charger			
Bryant	45	CS Large Machining Area		Electric Truck with charger			
Bryant		CS Large Machining Area		Miscellaneous etching, fan, gear lub, oil pump, etc.			
Bryant	47	CS Large Machining Area		Capstan Drive Unit (Electro Dynamic)			
Bryant		CS Large Machining Area		Hydraulic Ram			
Bryant	48	CS Inspection Area		Miscellaneous slides of checking equipment wirestock cutters, granite surface plates (3x4' and 4x6'), computer system, scale, probes, cabinet of parts, files			
Bryant		CS Inspection Area		Printing press and light table			
Bryant		CS Inspection Area		Warner & Swasey Cylindrical Grinder			
Bryant	32	CS Inspection Area	295	Bryant Mdl 1420 ID Grinder	14"x72"	30245	R385
Bryant	36	7383	296	Bryant Mdl 1420 ID Grinder	R-14220	R434	
Bryant	38	7383	297	Bryant Mdl 1420 ID Grinder	R-14219	R435	
Bryant	39	7383	298	Bryant ID Grinder	R-14221	R436	
Bryant	40	7383	299	Bryant Mdl 1116 ID Grinder	N-14218	R437	
Bryant	41	7383	300	Sunderland Mdl D-38 Rotary Surface Grinder	6188	R507	all
Bryant	42	7383	301	Bryant Mdl 1108 ID Grinder	114244	R437	
Bryant	43	7383	302	Bryant Mdl 1108 ID Grinder	9504040-2	R470	
Bryant				Grand Rapids Mdl 280 Surface Grinder (currently out of service)			
Bryant	51	7383	305	Jones & Lamson Mdl 185 Internal Thread Grinder	120464	R463	all
Bryant	74	7383	306	Milant Seiki GSN Type 1000 18"x48" external thread grinder, complete with Fasco 6M CNC control	149	R430	
Bryant	89	7383	308	Alco Mdl C-300 II 300-AMP Arc Welder, complete with wire lead			
Bryant	20	7386	313	Miller ACDCG 300 AMP Welder			
Bryant	21	7386	314	Miller Ram Rod Welder			
Bryant			315	Miller 300 AMP Welder			
Bryant	28	7386	316	250 AMP Chiller Synchronwave Welder	M6910017	R245	all
Bryant			317	Alco Mdl 5072HS 50"x72" capacity 2-head Plasma Cutting Table, complete with digital display, Mdl Max 100 Hypertherm Power Supply			
Bryant	10	7388	318	Jones & Lamson Mdl Eng 30 30" Optical Comparator, complete with lenses, 2-axis digital readout	8279	R24	all
Bryant	4	7420	340	Sauier Type NEF GT40 CNC Slant Bed Lathe, complete with 12-position turret, tailstock, collet chuck, chip conveyor	E42890	R408	AI end of drills; AI
Bryant	17	7376 Express	343	Jones & Lamson Type TNC 312 Universal CNC Slant Bed Turret Lathe, complete with GNC CNC Controls, duals turret, chip conveyor	98445	R281	Lablender/Marine; AI
Bryant	18	7376 Express	344	Excedo Inline Boring Machine, complete with (2) boring heads, 2-axis digital readout	XLO-L-2040	R339	all
Bryant	15	7376 Express	345	Moore Mdl 3 Jig Bore	8324	R802	
Bryant	14	7376 Express	346	Atlantic Mdl 6000 Jig Bore, complete with 2-axis digital readout, 24" rotary table		R863	AI
Bryant	13	7376 Express	347	Derling Spinnellic Mdl 3K72 Jig Mill, complete with commando CNC control, rotary table	9162	R94	all
Bryant	12	7376 Express	348			R81	all

T-384 P-031/068 F-904

+12162682632

06-20-2002 12:39 PM From-PARK LEGAL

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Bryant	11	7378 Express	349	Doall Mdl 2812-1 Vertical Bandsaw, complete with butt welding & grinding attachment	286-74178	R032	all
Bryant	10	7378 Express	350	Greenard Mdl #3-1/2 Arbor Press		R092	all
Bryant	9	7378 Express	351	[2] Double End Grinders		R216	all
Bryant	8	7378 Express	352	Dofia 6" Belt Sander		R275	all
Bryant	7	7378 Express	353	Diacro 20" hand shear, complete with punch on bench			Model 216 on Punch, All
Bryant	6	7378 Express	354	Keeney & Tricker Mdl 2-4 Vertical Milling Machine	17-3704	R420	all
Bryant	5	7378 Express	355	Clearman 28" Floor Type Precision Layout Drill	LD-388	R048	all
Bryant	4	7378 Express	356	Exocelo Mdl F100 Brother Wire EDM	111249	R439	all
Bryant	3	7378 Express	357	Exocelo Mdl D124051 Geared Head Engine Lathe, complete with wizard 2-axis digital readout	43119	R633	all
Bryant	2	7378 Express	358	Minarch 16.5"x30" Geared Head Engine Lathe, complete with wizard 2-axis digital readout	25464	R276	all
Bryant	1	7378 Express	359	Model EE Monard 10"x20" Geared Head Engine Lathe	36559	R616	all
Bryant	12	7387	361	Devlieg Sykamatic Mdl 4-100 Jig Mill, complete with 40"x80" table, sub rotary table, commando multi-processor controls	8160	R296	all
Bryant	26	7397	362	Exocelo Mdl 408 CNC Horizontal Machining Center, complete with 30"x28" table, 50-position tool changer, coolant, Dynapath system & CNC controls	408-222	R166	all
Bryant	29	7397	363	Surfboard Mdl OH2 Dual-Mill 5-axis CNC Machining Center, complete with microswtich CNC control, 60-position tool changer, 42" rotary table	0M8-33	R081	all
Bryant	18	7378 Express	364	Logan Mdl 200 7"x24" Engine Lathe	5185E	R11	all
Bryant	26	7376 Express	365	Green Springfield Mdl 35" Vertical Grinding Machine, complete with 40" swing, 20" under rail, 2-axis pathfinder 10 digital readout, AC motor & push button controls	74114	R49	all
Bryant	25	7378 Express	366	Norton 18"x28" Universal Cylindrical Grinder	L-2013	R519	all
Bryant	20	7376 Express	367	Bryant Mdl 112J ID Grinder, complete with 3-jaw chuck & grinding spindle	R6414	R497	all
Bryant	21	7376 Express	368	Cincinnati Mdl M1 Monost Tool & Cutter Grinder	11521C50-0102	R66	all
Bryant	22	7376 Express	369	Cincinnati Mdl M1 Monost Tool & Cutter Grinder	3152A0177-0007	R189	all
Bryant	23	7376 Express	370	Norton 6"x24" Hydraulic Surface Grinder		R581	
Bryant	24	7376 Express	371	Exocelo 6"x18" Type P Power Feed Surface Grinder	GC-218172	R161	
Bryant			372	Tooling & Cabinets, angle plates, index heads, granite plates, etc			
Bryant	31	7387	373	XLO Precision Tool Setter, complete with 2-axis digital readout, Mdl EP01 Profile Projector		R188	all
Bryant	11	7372	386	Magnaflex Type 852824 Ported Inspection Unit	71078	R228	all
Bryant	28	7372	395	Mattison Dual Head Hydraulic Powered Precision Surface Grinder, complete with flat head, rail-way head, [3] 42"x48" magnets, total distance 12" travel, electromagnetic chuck, distance under-wheel 40"	22042		Bryant - in Assembly, attached to 7383
Bryant	27	7372	396	Favreille Type 1025015 Surface Grinder, complete with hydraulic powered 20"x30" magnetic chuck, electromagnetic type, dual head, AC motor & push button controls.	0834	R473	
Bryant	28	7372	397	DOVETAIL	16234	R110	
Bryant	19	7367	417	miscellaneous items in Assembly Bay Area: work benches, shelving, pallet jack truck, die lift trucks, etc			
Bryant	19	7367	418	Jones & Lamson Mdl 312 TNC CNC Turret Lathe (currently out of service)		R404	all
Bryant	20	7387	419	Bryant Exocelo Line Boring Machine, complete with 2-axis controls (currently out of service)		R15	Outside Maintenance office
Bryant				Customer Define GMC Stake Body Single Axle Truck		R184	

T-384

P-032/088

F-904

+12162652632

FROM-PARK LEGAL

12:40PM

06-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Bryant	25	7360	472	Yale 12000# Propane Powered Heavy Duty Forklift Truck	P260199	R487	
Bryant	12	7352	432	Indepak Mid 600 Foam Gun Kit			all
				Misc. items in Back Wall Assembly Low Bay Area: lists cabinets, benches, tables, desks, file cabinets, speed lathe, chop saw, electric magnetic base drill (SN 10-31084), coolant tanks, pipe threader, pipe bender, portable crane, shop flaring tools, etc.			
Bryant		7373	448				
				Misc Middle Bryant Assembly Low Bay: [5] Lista cabinets, surface plates, test stands, benches, vices, gauges, carts, etc.			
Bryant		7376	450				
Bryant		7376	451	86"x48" Granite Surface Plate			
Bryant	12	7376	452	Doall 14" Horizontal Bandsaw, complete with variable speed, built welding & grinding attachment		R176	
Bryant	13, 14, 15		453	Speed Lathe, Delta Drill Press, #3-1/2 Arbor Press			
Bryant	41	7372	454	Hammond 6" Double End Cartridge Tool Grinder	14410	R548	all
				Scherck Armature Balance Station consisting of: Met ARG-1328 Scherck Balance Stand; [2] Bench Type Balance stands; met 3800CAC6680R Scherck control		R45	
Bryant	9	7376 Bryant Wheelhead	462	36"x48" T-slotted work table			
Bryant	10	7376 Bryant Wheelhead	463	Greenard #4 Arbor Press		5358	all
Bryant	7	7376 Bryant Wheelhead	464	Delta 17" Floor Type Drill Press	114-8004		
Bryant	8	7376 Bryant Wheelhead	465	Delta 17" Floor Type Drill Press	3-3821		all
Bryant	2	7376 Bryant Wheelhead	466	Delta 17" Floor Type Drill Press		R62	
Bryant	3	7376 Bryant Wheelhead	467	Rockwell #1 Belt Sander	R220		
Bryant	4	7376 Bryant Wheelhead	468	Hill Clark Balance Stand	IE-82		
Bryant	5, 6	7376 Bryant Wheelhead	469	[2] 12" Double End Pedestal Grinders	80514 and 81632	R378	all
				Electrical storage area: wire, spools, racks, benches, tables, carts, etc.			
Bryant		7376 Bryant Wheelhead	470				
Bryant	6	7374	471	Wilcox 25" Met 24204 Geared Head Floor Type Drill Press	83381		all
Bryant	5	7374	472	Walker Turner Radial Arm Type Drill Press	RA-141		all
Bryant	1	7376 Bryant Elec Assembly	473	Bryant Spindle Test Bench, complete with volkman controls, wheelhead, bench [3] station test stands	R202		
				Large quantity of steel storage shelving, size approximately 120"x120"	R637		
Bryant			474	2 Ton 24" Span Single Beam Bridge Cranes		68	
Bryant		7376 Bryant Wheelhead	475	2 Ton 24" Span Single Beam Bridge Cranes		63	
Bryant		7376 Bryant Wheelhead	476	Furn Talsur Taylor-Hobson Test Stand, with class J Laser Products, with PC			
Bryant	5	Tally Room	485	Furnscan Federal Test Stand, with PC		R580	Delphi?
Bryant	4	Tally Room	486	Taylor-Hobson Perpendicular Inspection Machine, with PC, chart recorder, controls		R25	Delphi?
Bryant	3	Tally Room	487	Furnscan 6100 Federal Test Stand, with PC and grabble plate		R259	Delphi?
Bryant		Tally Room	488				Delphi?
Bryant		7340	489	Pamphorn Mid 600 Resin-in Type Blast Cabinet	538N17	R81	
Bryant		7340	490	60 Ton OTC Garage type arbor press, complete with hydraulic pump, 41" between uprights		R44	
Bryant		7340	500	Met 385-911 Magnaflex Particle Inspection Machine (currently not in service)	53842	R880	
Bryant		7340	513	Met EM-4665X Eliza M Elec Oven, 48"x48"x60" high, tray-type, 800 Degr Fabr max temp			
Bryant		7340	514	Greenard #4 Floor Type Arbor Press	EB 1402	R385	
Bryant		7340	515	Hot Point Heat Treat Oven, 500 Degr. Fabr. Max temp		R146	
Bryant		7340	517	Hot Point Heat Treat Oven, 500 Degr. Fabr. Max temp		R26	
				62"x24" Gray Planer Mill, complete with T-slotted table, 80-HP motorized work head, 3-axis digital readout, 60" under rail, tooling, right angle head			
Bryant	49	CS Facility	797			R121	located at Clinton Street facility

T-384 P.033/068 F-804

+12182652832

From-PARK LEGAL 12:40pm 06-20-2002

Co	Item #	Dept	Inv Item #	Description	Serial #	Asset #	Notes
Bryant		CS Facility	798	Shepard Niles 10 Ton approx 45' span bridge crane, double girder, top running			
Bryant	20	CS Facility - Center Aisle	799	Life-a-Port Maintenance Elec Platform Truck 3500 ccyce. With chamer		R120	
Bryant		CS Facility	800	[2] bridge cranes, approx 30' span - [1] 3 ton, [1] 2 ton			
Bryant	43	CS Facility - Receiving	801	300 Mdl 818 Enlarger profiler		R200	
Bryant		CS Facility	802	3 Ton Single Beam Bridge Crane, approx 25' span		R108-04-1	
Bryant						R108-04-2	
Bryant						R108-04-3	
Bryant						R108-04-4	
Bryant		CS Facility	803	[4] Shepard Niles Bridge Cranes - [2] 3 Ton, [2] 5 Ton - approx 30' span, top running			
Bryant				Devlieg Sphematic Mdl 3K72 Jig Mill, complete with 40"x120" T-slotted table, air lift, rotary table, commands 3-axis micro processor control system			
Bryant		CS Facility	804	Devlieg Sphematic Mdl 38-72 Jig Mill, complete with 30"x72" T-slotted table, sub table	8613	R429	SOLD
Bryant	21	CS Facility - Center Aisle	806		8-252	R134	
Bryant				Excelsior Mdl XLO-03 CNC Machining Center, complete with barndir CNC control, 36"x28" T-slotted table, straight shank tooling, reliance motor drive, tool changer, 40-station coolant	408-142	R185	
Bryant	22	CS Facility - Center Aisle	808				
Bryant				Devlieg Sphematic Mdl 38-48 Jig Mill, complete with 30"x48" table, sub table, motor's taper, 3-axis Axis-tilt digital readout tooling, reliance motor drive, tool changer, 40-station coolant	18-251	R307	
Bryant	24	CS Facility - Center Aisle	807				
Bryant				[3] 1 ton 30' span top running bridge cranes (low bay)			
Bryant		CS Facility	809	[4] 1 ton 30' span top running bridge cranes (middle bay)			
Bryant		CS Facility	810	[3] 1 ton 30' span top running bridge cranes (front bay)			
Bryant		CS Facility	811	40"x36" mandrel surface plate			
Bryant		CS Facility	812	Bryant 6'x20' Capacity Center Lapping Machine	G-19549	R202	
Bryant	28	CS Facility - Center Aisle 2	813	Excelsior Center Lapping Machine		R258	
Bryant	27	CS Facility - Center Aisle 2		Norton 14"x108" Plain Cylindrical Grinder, complete with power head stock, 2.5" wheel face, coolant	C10748	R46	
Bryant	38	CS Facility - Center Aisle	814	Bryant Shaft Turning Prep Machine		R651	
Bryant	40	CS Facility - Center Aisle	815	Gray Mills Mdl 10 Temporal Reach-in Blast Cabinet	40894	R628	
Bryant	39	CS Facility - Center Aisle	816	Norton 10"x36" Plain Cylindrical Grinder	27475	R32	
Bryant	28	CS Facility - Center Aisle 2	817	Bryant Thread Grinder	R-16059		
Bryant	25	CS Facility - Center Aisle 2	819	Cincinnati Infraction Coolant Recovery System	48501	R52	
Bryant	41	CS Facility - Center Aisle	820	Roller Mdl 50 Rotary Sowing Type Air Compressor		R481	
Bryant		CS Facility	821	Zeks Air Drier			
Bryant				Shepard Niles 10 Ton Double Girder Top Running Bridge Crane, approx 30' span		108-8-2	
Bryant		CS Facility	822	Load lifter 6-ton single beam bridge crane, 30' span		108-08-01	
Bryant		CS Facility	823	Load lifter 5-ton single beam bridge crane, 30' span		108-09-2	
Bryant		CS Facility	824	[3] 30' span bridge cranes - [1] 5 ton Shepard Niles, [1] 3 ton		108-10-2	
Bryant				Shepard Niles [1] 5 Ton load lifter		108-10-3	
Bryant	2	CS Facility - Assembly Floor	826	Norton 10"x36" Plain Cylindrical Grinder	CTU26	1600	
Bryant		CS Facility	827	64' span, 16 Ton Double girder top running bridge crane		108-12-4	
Bryant				Type RA Proformable High Speed Drill, with equip cabinet			
Bryant		CS Facility	828	Misc items: large qty of drilling tables, desks, office porfolios; cabinets, etc.; camera & recording equip; computer room with equip; [3] assorted grinders; double and pedestal grinders; tool & cutter carbide grinders; Jones & Lamson turret lathe (asset)			
Bryant	33	CS Facility - Heat Treat	829				

T-384 P.034/068 F-904

+12182852632

12:41 PM From-PARK LEGAL 06-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Bryant	49	CS Facility - Inspection	630	Zeiss Mid C700 Coordinate Measuring Machine, complete with 32"x62"x24" work area, probes, controls		BTSA	
Bryant	50	CS Facility - Inspection	631	72"x48"x12" granite surface plate			
Bryant	48	CS Facility - Inspection	632	Bryant spindle test unit			
Bryant	51	CS Facility - Inspection	633	36"x48"x6" granite surface plate			

T-384 P.035/068 F-904

+12162652832

06-20-2002 12:42pm From-PARK LEGAL

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	NW1	7384	1	Gleason Bevel Gear Cutter	12115	630	
Fellows	N6	7384	2	Gear Shaper, complete with 48" vertical face plate, overarm controls	DH1013-PH317	1488	
Fellows	NW2	7384	3	Gleason Bevel Gear Cutter	16607	1069	
Fellows	NW3	7384	4	Brown & Sharpe Mdl 13 Gear Cutter	870	432	
Fellows	NW4	7384	5	Type 4FSS Fine Pitch Shaving Machine	30020-551	1861	
Fellows	NW5	7384	6	Fellows Gear Finishing Machine	12	1278	
Fellows	NW6	7384	7	Fellows Gear Shaving Machine	26082	1364	
Fellows	N	7384	8	Center Checker, Complete with T-Slotted Table		5743	
Fellows	NW8	7384	9	Gear Checker, Bench Mounted, complete with dial indicators		3931	
Fellows	NW8	7384	10	Stock Checker	11-27893		Inspection Room
Fellows		7384	11	Beddit 1/2 Ton capacity electric hoist, with monorail #2			
Fellows		7384	12	Fellows Type 24HLC Lead Measuring Instrument, complete with continuous chart recorder	32288-100	5222	
Fellows		7384	13	Fellows Planter Mdl P-330 Vertical Gear Hobber, complete with 20" vertical rotary table		1830	for generating worm wheels for shapers
Fellows	NW7	7384	14	Lead Checking machine, complete with Hewlett Packard 5500C Laser head (Laser BT 6494), continuous chart recorder (asset 4495) with Hewlett Packard mdl 5505A Laser Display, Hewlett Packard Mdl 5510A automatic compensator		6272	Inspection booth
Fellows		7384	15	Wright Double Ginder Top Running 3-ton Capacity Bridge crane, approx. 25' span			
Fellows	SW1	7384	16	Fellows Mdl 10-2 Gear Shaper	35033	1946	
Fellows	N6	7384	17	Gould & Eberhard Gear Hobber, complete with 24" rotary table, coolant system		685	
Fellows	SW3	7384	18	Fellows Mdl 38-6 Gear Shaper	34716	1939	
Fellows	SW5	7384	19	Fellows Mdl 6902 Gear Shaper			
Fellows	N5	7384	20	Fellows Mdl PH800 Gear Hobber, complete with 32" table, vertical head travel, stand-alone hydraulics, push button programmable controls, chip exit conveyor	38804	2027	Used for generating shaper wormwheels
Fellows	SW7	7384	21	Fellows Type 7125A Gear Shaper	31290-754	1851	
Fellows	SW8	7384	22	Fellows Type 7125A Gear Shaper		1714	
Fellows	SW9	7384	23	Barber-Colman Mdl 18-30 Gear Hobber	3438	1834	
Fellows	SW10	7384	24	Barber-Colman Mdl 18-30 Gear Hobber	185	1458	
Fellows	SW11	7384	25	Fellows Gear Shaper, complete with 12'x83" T-slotted table	28866	1544	
Fellows	N3	7384	26	Hans Lenzan Co. Gifender, Type Gifomat 120L, complete with adjustable grinding arm, electromagnet table	1513665 (1984)	1780	
Fellows		7384	27	Fellows Gear Generator		1403	Bryant auction?
Fellows	S8	7384	28	Fellows Gear Ginder, complete with electromagnet rectifier, electromagnetic counterbalance, belt drive		1141	38" Gear Shaper Slide Gear Ginder (could use cutter and equipment)
Fellows	N1	7384	29	W.C. Lipe Inc. Gear Tooth Chamfering Machine, complete with infeed, hydraulic clamping	285	2049	
Fellows		7384	30	1/2 Ton Capacity Single Gider Bottom Riding Bridge Crane, approximately 25' span			216
Fellows		7384	31	Fellows Mdl 10-2 Gear Shaper, complete with 1.5' arbor, 10" face plate, slide mounted controls, durant foliage counter, strokes counter, various fault light indicators, lubricant system, chip conveyor, Mayfran magnetic scoop conveyor	830272	1948	
Fellows	SW2	7384	32	Gear Shaper, complete with 11" chuck	18887	949	
Fellows	S1	7384	33	Change Gear Lathe, 8" swing, complete with tracing head, pneumatic chuck, exhaust to main collection system		1696	

T-384 P.036/068 T-904

+12182652632

From-PARK LEGAL

12:42pm 08-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	S4	7384	34	Fellows Gear Shaper, complete with 1.25" arbor, 8" plate, 6" horizontal head travel, line shaft converted		935	
Fellows		7384	35	112 Ton Capacity Single Girder Top Riding Bridge Crane, approximately 20' span		235	
Fellows		7384	36	112 Ton Capacity Single Girder Top Riding Bridge Crane, approximately 25' span		217	No hoist
Fellows		7	37	Inspection Stand, complete with hydraulic clamp to chuck, 3.6" inner arbor, 18" face plate, Mitchell 27" face plate, vertical inspection tool holder, heavy duty		6808	
Fellows		7384	38	Miscellaneous items in Gear Shaping Area, consisting of: work benches, steel surface plates, storage shelves, self-dumping hoppers, time clocks, intermec platforms, foramen's desks, transfer bins, storage cabinets, arbor presses, utility carts, tool waste			
Fellows		7383	39	Ballroom Rotary Surface Grinder, complete with 43" electromagnetic chuck, 24" grinding wheel, coolant system, hydraulics, lubricating system	24756	2041	all
Fellows	1	7383	40	112 Ton Capacity Single Girder Bridge Crane, approximately 30' span		205	
Fellows	2	7383	41	Thompson Surface Grinder, complete with 12" grinding wheel, 20" rotary table, hydraulic clamping, Sto-Syn wheel dresser, stand-alone control panel, single cycle counters, dresser timer, Tenh-matic II model 1358 Hydraulic System, electrical panel, exhaust	J7710036	2038	J&L
Fellows	3	7383	42	Brown & Sharpe Mdl 5 Surface Grinder, complete with 10" grinding wheel, 9"x24" T-slotted table, 18" rotary table	522	2039	
Fellows	57	7384	43	Fellows Gear Grinder, complete with electromagnetic rectifier, electromagnetic, Type 22155, counterbalance		1100	
Fellows	58	7384	44	Fellows #6 Gear Shaper		826	
Fellows	5	7384	45	Bryant Mdl. 14-18 ID Grinder, complete with stand-alone hydraulic unit, steady rest	H12855	1760	For grinding holes in cutter spindles
Fellows	6	7383	46	Bryant Mdl 11-18 ID Grinder, complete with approximately 12" face plate, steady rest	R-10492	1507	
Fellows		7383	47	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		204	
Fellows		7383/7389	48	Mdl 21667-2 Hoffman Coolant Recovery System, complete with filtration process, MSC Liquid Filtration Corp. filtration unit	78812		
Fellows		Oil Storage	49	1 Ton Capacity Single Girder Bottom Riding Bridge Crane		203	
Fellows		7383	50	Bryant Mdl 112 ID Grinder, complete with 12" face plate, cross slide, coolant system, steady rest	R8014	1279	
Fellows	7	7383	51	112 Ton Capacity Single Girder Bridge Crane, approximately 30' span		220	
Fellows		7383/7389	52	Bryant Mdl 1118 ID Grinder, complete with electromagnetic chuck, coolant system, steady rest	R11178	1716	
Fellows	8	7383		Miscellaneous throughout Coolant Filtration Room consisting of: assorted manual barrel pumps, oil cans, light duty electric chain hoist, (2) shelving sections, cart, hopper, etc.			
Fellows		7383	53	Bryant Mdl 112 ID Grinder, complete with 12" face plate, electromagnetic chuck, coolant system, steady rest	6046	1289	
Fellows	9	7383	54	Brown & Sharpe Mdl 9 Cylindrical Grinder, complete with 16"x30" T-slotted table		591	Fellows
Fellows	37	7383	55				

T-904

T-384

+12162652632

FROM PARK LEGAL

08-20-2002 12:43pm

Co	Item #	Dept	Item # Description	Serial #	Asset #	Notes
Fellows	11	7383	Matteson Surface Grinder, complete with 12.5"x48" electromagnetic chuck, 18" grinding wheel, coolant system	19723	2045	
Fellows	13	7383	Abrasive Surface Grinder, complete with 8"x18"	889	1308	
Fellows	15	7383	Abrasive Model 3B Surface Grinder, complete with 7"x16" electromagnetic chuck, 8" grinding wheel	1728	956	
Fellows	18	7383	Abrasive Model 3B Surface Grinder, complete with 9"x42" T-slotted table, approximately 6"x4" electromagnetic chuck, utilizing indexing head, Acurite Quick-Count II Digital Readout	2515	1234	For grinding flat cams for 10" and 20" shapes (wire EDM?)
Fellows	20	7383	1 Ton Capacity Single Girder Bottom Riding Bridge Crane, approximately 30' span		201	
Fellows	21	7383	Shepard Niles 3 Ton Capacity Bridge Crane, 40' Span, Double Girder		135	No hoist
Fellows	24	7383	Landis Mdl 4R Plain Cylindrical Grinder, 14"x48"	784-69	1802	
Fellows	26	7383	Shepard Niles 5 Ton Capacity Bridge Crane, complete with 40' span, double girder	87314	134	
Fellows	28	7383	Landis Mdl 4R1 Plain Cylindrical Grinder, 14"x48"	818-58	1823	
Fellows	30	7383	Panda Initial Type Flange Bending Roll			7
Fellows	32	7383	Panda Mdl 181 Initial Type Pinch Type Bending Roll, on heavy duty stand	4180		7
Fellows	34	7383	1 1/2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		206	
Fellows	36	7383	Societe Genovise Type HY-6 Jig Borer, complete with 88" horizontal travel, 38" vertical travel, 32" rotary table	164	1825	all
Fellows	38	7383	Landis Mdl R Universal Cylindrical Grinder, 14"x36"	734-3	1728	all
Fellows	40	7383	Pratt & Whitney Mdl #2A Jig Borer, complete with 24" rotary table, Bausch & Lomb Acu-rite Microline digital readout	M-1020-1200-551	1472	all
Fellows	42	7383	Ex-Cod-O Style 74 Vertical Center	289	1048	
Fellows	44	7383	Jones & Lamson Classic 14T Optical Comparator, complete with 14" Vernier, Acu-rite Quick Count Digital Readout	80848		all
Fellows	46	7383	Landis Mdl R Universal Grinder, 10"x20"	873-36	1898	all
Fellows	48	7383	1 1/2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		207	
Fellows	50	7383	Rivett Mdl 104 Tool Grinder	157	1244	all
Fellows	52	7383	Orcutt Gear Grinder, complete with 24" maximum length, 10" maximum diameter, utilizing diameters inspection gauge, over & under	55-2492	1622	moved to Bryant - sold in auction
Fellows	54	7383	Davling Mdl 3B-48 Spiralatic Jig Mill, complete with 28"x24" T-slotted table, 30"x48" T-slotted base, Acu-rite Quick Count II Digital XY Readout	12-224	1636	all
Fellows	56	7383	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		208	
Fellows	58	7383	38"x80" granite surface plate, complete with heavy duty stand			all
Fellows	60	7383	1 1/2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		209	
Fellows	62	7383	Springfield Mdl 42ER Vertical Grinder, complete with 22" electromagnetic chuck, 48" swing, 48" vertical travel, coolant system, detached controls, utilizing Tadeyne Guiley Pathfinder XY Readout, stand same hydraulics	74140	2022	Fellows
Fellows	64	7383	Greenard Mdl 3 Arbor Press		15872	all
Fellows	66	7383	14" Cincinnati Mdl 60 Press Brake, complete with air/gauge G24 automatic back gauge	27407	2051	all

T-384 P. 038/068 F-904

+12162852632

FROM PARK LEGAL

06-20-2002 12:43pm



Co	Item #	Dept	Row Item #	Description	Serial #	Asset #	Notes
Fellows	93	7383	84	Jones & Lamson Mdl TGB15 Automatic Thread Grinder, complete with 16" grinding wheel, coolant mist recovery system, Hansen coolant cleaning system	130720-TPC-R-788-1-CAE-10810	1524	Used for grinding 10-2/4 wheels, Fellows
Fellows	19	7389	85	Arter Mdl A-8 Rotary Surface Grinder, complete with 13" magnetic chuck diameter	390	1072	
Fellows	92	7	86	Jones & Lamson Mdl 12x45 Automatic Thread Grinder, complete with 18" grinding wheel, coolant system, mist recovery, shared coolant timing system	120875	2017	Used for grinding dual lead worms
Fellows	91	7	87	Automatic Thread Grinder, complete with 20" grinding wheel, approximately 40" horizontal travel, 18" diameter, approximately 20" grinding wheel, coolant system, mist recovery, shared coolant system	120287	1298	all
Fellows	2	7383	88	Webb Mdl R3LR7605 Plate Bending Roll, 5'x5'16" capacity	5918		all
Fellows		7383/7389	89	112 Ton Capacity Single Girder Bridge Crane, approximately 30' span		215	
Fellows	90	7383/7389	90	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		214	
Fellows	91	7	91	Jones & Lamson Optical Comparator, on stand		5032	all
Fellows	92	7383/7389	92	112 Ton Capacity Single Girder Bridge Crane, approximately 30' span		212	
Fellows	88	7389	93	Gisholt Type 316 Balancing Machine	4648X17	1889	all
Fellows	87	7389	94	Walker Turner 15" Drill Press		1240	all
Fellows		7383/7389	95	112 Ton Capacity Single Girder Bridge Crane, approximately 30' span		211	
Fellows	86	7389	96	Superior Corp. Mdl HM Home	2200-37	1655	all
Fellows	85	7389	97	15"x42" Sheldon Engine Lathe, Complete with Collet type chucking, cross slide, taper attachment, quick tool change, 2" hollow spindle, coolant system, Collet cabinet, power controls, steady rest	30888	1869	all
Fellows	1	7383	98	Miscellaneous Items in Grinding Area consisting of: work benches, storage cabinets, storage shelves, transfer platforms, transfer bins, work benches with vices, fans, steel acetate plates, utility carts, plant partitions, consumables, shivel chairs, double			
Fellows	55	7388	99	Nagata Sheet Metal Bending Roll	54203		all
Fellows	56	7389	100	DOALL Mdl 26-2 Vertical Bandsaw	54-67343	1848	all
Fellows	58	7389	101	Walker Turner Drill Press		1239	all
Fellows	53	7389	102	Bridgeport Vertical Mill Machine, 1HP Motor, complete with Bridgeport Shaping Attachment, 6"x36" T-slotted table	128R87610	1770	all
Fellows	59	7389	103	Bridgeport Vertical Milling Machine, complete with Bridgeport Shaving Attachment, 1 HP motor, 6"x42" T-slotted table, Servo power feed	128R181917	1855	all
Fellows	60	7389	104	Cincinnati Milacron Horizontal Mill, complete with 14"x60" T-slotted table, Accu-rite 5 XY Measuring System, Accu-rite II Digital Position Readout	13J23M AFE-A	1881	all
Fellows	61	7389	105	Cincinnati Milacron Horizontal Mill, 16"x60" T-slotted table	449469-24	2888	all
Fellows	63	7383	106	Landis Type 797-37 10"x24" Cylindrical Grinder		1872	all
Fellows	67	7383	107	Technica A.G. Machinebank Mill ZSNV-150 Vertical Center	28185382	1728	all
Fellows	68		108	Ex-Cal-O Vertical Center		1037	all
Fellows	70		109	Magnalux M88 SB-1619T Magnetic Particle Inspection Machine	87108	5391	all
Fellows	72		110	Mellicott Surface Grinder, complete with [2] 24"x48" Interloc magnetic chucks for 24"x96" capacity overall	24210	2021	all

T-384 P.038/068 F-804

+12162652632

12:44pm FROM-PARK LEGAL

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	46	7383	111	Brown & Sharpe Mdl 1224 Micromaster Surface Grinder, complete with 12"x24" magnetic chuck	623-1224-208	1811	all
Fellows	50		112	approximately 4"x11"x7" Granite Surface Plate			
Fellows	43		113	approximately 30"x30"x8" Granite Surface Plate			
Fellows	47	7383	114	Brown & Sharpe Mdl 1-172 Surface Grinder, complete with 6"x18" magnetic chuck	800	1904	
Fellows	75	7383	115	Landis Mdl 3RH Universal Cylindrical Grinder, 30"x172" Okamoto Mdl PRG-6 MC Roby Surface Grinder, complete with 28" diameter chuck	887-10	2037	all
Fellows	76	7383	116	Brown & Sharpe Mdl 1236 Micromaster Surface Grinder, complete with 12"x38" magnetic chuck, Neutrofer magnetic chuck control	1059	2019	all
Fellows	78	7383	117	Horon Cylindrical Grinder	C1287	933	Fellows
Fellows	44	7383	118	Occidental Mdl 3 Universal Milling Machine, complete with 15"x33" T-slotted table	523-1236R-380	1905	
Fellows	79	7389	119	Jones & Lamson Mdl 7A Turret Lathe	443PFL-83	1271	all
Fellows	80	7389	120	Miscellaneous items throughout Cage Area consisting of assorted small pallet lifts, collapsible wire bins, assorted light duty shelving [5] pallet type shelving sections, [12] closed sided Lyon metal-ber shelving sections, assorted double pedestal desks	64728	1426	all
Fellows			159	Miscellaneous items in Tool Area, consisting of: stitching sections, 4-drawer file cabinets, storage cabinets, 42"x60" work benches, tool washers, desks, assorted chairs, tool carts, etc.			
Fellows			160	Jones & Lamson Mdl 4-Universal Turret Lathe, complete with Collet chuck, 10" swing over slide, 8-position turret, Basch & Lornb Acu-Rite II 3-axis digital readout, bar feeder	64885	1449	
Fellows	5	7382	161	Jones & Lamson Mdl 7A Universal Turret Lathe, complete with Collet chuck, 10" swing over slide, 8-position turret, Newell Mdl D87 3-Axis digital readout, bar feed	54821	1429	all
Fellows	4	7382	162	Jones & Lamson Mdl 4-172 Universal Turret Lathe, complete with Collet chuck, 12" swing over slide, 8-position turret, Newell Mdl DP7 3-axis Digital Readout, bar feed	22155	1732	all
Fellows	2	7382	163	Warner & Swasey Type A Turret Lathe, complete with 24" 3-jaw chuck, 12" swing over slide, 8-position turret, 8" hollow spindle, stand-alone chin separator	2290-5018	1660	all
Fellows	1	7382	164	1 Ton Wright Single Girder Top Riding Bridge Crane, approximately 30' span		67	
Fellows		7382	165	[2] Pulsatron Tecos Dust Collectors, complete with dual compartment baghouses, 75 HP acservent			Outer shop?
Fellows			166	2 Ton Wright Single Girder Top Riding Bridge Crane, approximately 30' span		58	
Fellows		7382	167	5 Ton Shepard Miles Double Girder Top Riding Bridge Crane, approximately 30' span	61779	49	
Fellows		Steel Room/Tin Shop	168	Jones & Lamson Mdl 4615 Turret Lathe, complete with Fanuc OT CNC Controls, 14" 3-jaw chuck, 15" swing over slide, 8-position turret, additional head, Jones & Lamson 11" scrap conveyor	235979	1944	See photo #28, all
Fellows	13	7382	169	Warner & Swasey Mdl 1A Turret Lathe	468702	922	
Fellows			170	1 Ton Capacity Single Girder Bottom Riding Bridge Crane, approximately 30' span		223	
Fellows			171	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		228	
Fellows		7376	172				

T-384 P.040/068 F-804

+12162652632

FROM-PARK LEGAL 12:44pm 06-20-2002

Co	Item #	Dept	Inv Item #	Description	Serial #	Asset #	Notes
Fellows			173	2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		228	
Fellows			174	2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		225	
Fellows	10	7388	175	Cincinnati Mill 2512G 36" Power Squaring Shear, 12' long, complete with 13' squaring arm, power back gauge	41781 (1981)	2053	all
Fellows	11	7388	176	Peck Shaw & Wilson Mill 6352 A Mechanical Shear	F26144	1330	all
Fellows	14	7382	177	Jones & Lamson Mill TNC-A CNC Lathe, complete with Allen Bradley CNC Control, Jones & Lamson Mayhew Chip-Tole, chip removal conveyor	678098	1984	all
Fellows	22	7388	178	Miller Ramrod Welder	84897052		all
Fellows			179	Acorn 60"x80" Welding Table			
Fellows			180	Wright 5 Ton Capacity Double Girder Bridge Crane, approximately 30' span			#2
Fellows			181	Acorn 5x8' Welding Table, complete with heavy duty stand			
Fellows		7388	182	Miller Mill CP-300 Welder, complete with Miller Mill S-5ZE Wire Feeder	JJ483705		all
Fellows	24		183	Hypertherm Mill MAX-70 Plasma Cutter	072069		all
Fellows			184	Acorn 5x8' Welding Table, complete with heavy duty stand			
Fellows	25	7388	185	Miller Mill CP-300 Welder, complete with Miller Mill S-5ZE Wire Feeder	JJ483705		all
Fellows			186	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span	JJ483705		
Fellows			187	2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		9	
Fellows			188	Mill 3H Cincinnati Hydraulic, complete with 23"x82" table base, 22"x82" table top, 8-1/2" machine vise attachment	1H0VSK-4	1725	all
Fellows	16	7388	189	5 Ton Capacity Double Girder Bridge Crane, approximately 30' span		38	
Fellows		7383	190	Whitney W.H. Nichols Horizontal Mill	2-C-103	913	all
Fellows	17	7388	191	Nichols Horizontal mill, complete with 7'x21" table, 6" machine vise	8/8/5452	1586	all
Fellows	18	7388	192	Bidgar GMC Stea Bed Truck, complete with 5-speed transmission, 2-speed axle, single rear, dual wheels, removable stake sides, 48" bed, VIN 1GDPKC1V8VBS3858, Vermont Lick #0A7D (1981)			@ Clinch Street facility
Fellows			193	Milwaukee Mdl K2 Vertical Milling Machine, complete with 12"x58" T-slotted table, Bausch & Lomb XYZ readout	1-3288	1416	
Fellows	15	7388	194	Lapointe Machine Tool Company Mill HP50 Hydraulic Horizontal Broach, complete with broach tooling	53296	2042	all
Fellows	14	7380	195	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		12	
Fellows		7388		Miscellaneous items in Fabricating & Welding Area, consisting of lift attachments, transfer bins, platform lifts, utility carts, assorted hand tools, grinders, chisels, drills, welding pedestal-hooper-elonger-bar-ender-e-ender, transfer platforms.			
Fellows		7388	196	GOALL Mill C-1218A Horizontal Bandsaw, complete with manual clamping, hydraulic lift, roller infeed and exit tables, exit roll-out table, coolant			
Fellows	7	7383	197	Weight 3 Ton Capacity Double Girder Bridge Crane, Top Rolling, approximately 30' span	373-81589	1885	all
Fellows		7383	198	SimpflexBaa Combination Grinder, complete with 15" disc, 8" belt		20	
Fellows	4	7383	199			5398	all

T-384 P.041/088 T-904

+12162652632

FROM-PARK LEGAL 12:45pm 06-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	5	7383	200	Everett Mdl 14-18 Abrasive Cut-Off Saw	470-0	1994	all
Fellows	19	7386	201	Milwaukee Mdl 6H Vertical Milling Machine, complete with 18"x24" T-slot table	12-3685	1269	all
Fellows		7383	202	5 Ton Capacity Double Girder Bridge Crane, approximately 30' span		47	all
Fellows		7383	203	24"x24"x3" Granite Surface Plate, on steel stand			
Fellows	27	7382	204	Pfaff & Whitney Threading Mdl, complete with cross slide, collet type chucking, milling head, 82" C.C.		774	all
Fellows	29	7382	205	Less-Brachner Lathe, complete with cross slide, Collet type chucking, milling head		1871	Fellows
Fellows	11	7386	206	Leland Gilford Drill, complete with [2] tapping attachments, 20.5"x38" table		1473	all
Fellows		7382	207	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		229	
Fellows		7382	208	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		242	
Fellows		7382	209	1 Ton Capacity Single Girder Bridge Crane, approximately 30' span		227	
Fellows	10	7386	210	Leland Gilford 2-Head Drill, complete with [2] tapping attachments, 20.5"x34" table		1215A	all
Fellows	31	7382	211	Monarch Mdl 78-C Engine Lathe, complete with 24" actual swing, 48" C.C.	3106	1006	all
Fellows	32	7382	212	Monarch Engine Lathe, complete with 14.5" actual swing, 30" C.C.	33769	1454	all
Fellows		7382	213	Monarch 18" Tracer Lathe, complete with 24.5" actual swing, steady rest, 3-jaw chuck, cross slide, tracing attachment	42301	1647	all
Fellows	34	7382	214	Lodge & Shipley Mdl 2315 Tracer Lathe, complete with 20.5" swing over carriage, 14" swing over slide, 120" C.C., steady rest, automatic tooling unit	45230	1737	Fellows
Fellows	8	7387	215	Cincinnati Milacron Mdl 10VC-2000 CNC Vertical Machining Center, complete with Automatic CNC Pendant type control, Teleflex Way Covers, 30-position tool changer, 3-axis positioning tool attachment	51-CNC-MV21-0684	2001	all
Fellows			216	2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		231	
Fellows	3	7387	217	Cincinnati Milacron Mdl 10-KC-1500 Horizontal Machining Center, complete with 30-position tool changer, remote hydraulic unit, Cincinnati Milacron Automatic VIII NC Control, Acra Read Tape Reader	51-657911-0002	1935	all
Fellows	3	7386	218	Walker Turner 20" Drill Press, complete with machine vise		1238	all
Fellows	4	7386	219	Cadillacs & Lewis Mdl 984 NC Tap Drill, complete with 22"x30" table, Gliddings & Lewis Numerical NC Controls, coolant system	00443	1821	Fellows
Fellows	7	7386	220	Pfaff & Whitney Mdl B 12" Vertical Shaper, complete with 24" T-slot table	522	2043	all
Fellows	1	7387	221	Cincinnati Milacron CNC Horizontal Machining Center, complete with CIM-X Changer 720, 24-position tool changer, Cincinnati Milacron CNC Control, Acra Read tape reader	3125A2175-0029	1960	Fellows
Fellows	8	7386	222	Bridgeport Vertical Milling Machine, complete with 9"x42" T-slotted power feed table, machine vise, Bridgeport shaper attachment	128R44787	1891	
Fellows			223	1/2 Ton Capacity Single Girder Bridge Crane, approximately 30' span		253	

T-904 P. 042/068 T-904

+12162552632

From-PARK LEGAL

12:45pm 06-20-2002

Co	Item #	Dept	Inv Item #	Description	Serial #	Asset #	Notes
Fallows	9			Cleeman Layout Drilling Machine, complete with 18"x36" T-slotted table, Bauisch & Lomb Accurite 4 readouts	LD-177		Factory 8418; all
Fallows				Miscellaneous items, consisting of: pellet shelving, storage shelves, pedestal fans, bracket wall mounted fans, cabinets, small cabinets, roller ball beading drawers, assorted hand tools, vices, parts cleaners, utility carts, transfer platform, hydraulic			
Fallows	20	7386		Chinemat Mid 5 Horizontal Mill, complete with 20"x65" T-slotted table	4J5P5D-29	2040	all
Fallows	21			Mid 10-1P-2XK Kearney & Trecker Milwaukee Horizontal Mill, complete with 14"x58" T-slotted table, dual arbor, coolant system	6-6507	1486	all
Fallows	22			Chinemat Mid 3 Horizontal Mill, complete with 18"x65" T-slotted table	3J3P1W12	1436	all
Fallows	23			Kearney & Trecker Milwaukee Mid S-15 Universal Mill, complete with dual arbor, 15"x65" T-slotted table, all accessories	1406887	1619	all
Fallows	23	7387		Shepard Niles 5 Ton Capacity Double Girder Top Riding Bridge Crane, approximately 60' span	67284	103	
Fallows	23	7387		Giddings & Lewis Type 86-05-T Horizontal Boring Mill, complete with ITEX Dipcount Display, 60"x123" table, 48" rotary table, 5" spindle, outboard supports	150-621-63	1765	6445 Digital Read out; all
Fallows	24	7387		Lucas Mid 41B-48 Horizontal Boring Mill, complete with 3" spindle	41B1103	1713	all
Fallows	25	7387		Lucas Horizontal Boring Mill, complete with pendant type controls, 3" spindle, 34"x24" base table, 35"x65" rotary table	41B0709	1509	all
Fallows	26	7387		Giddings & Lewis Type 350 Horizontal Boring Mill, complete with ITEX XY Readout, 48"x74" table, 35"x65" rotary table, steady rest, 5" spindle	5113	802	all
Fallows	18	7387		Rockford Planer Mill, complete with dual head, 96" horizontal travel, approximately 7" vertical travel, pendant control, utilizing ITEX measuring system, Digilins, 72"x24" T-slotted table, coolant system, Newell 3-axis digital readout	11441	1791	all
Fallows				Phillips 42 Heat Pumps for boilers, set of 2			part of heating system
Fallows				Set of 2 ultradyne condensate pumps			
Fallows				Cleaver Brooks boiler	L-45480	5858	
Fallows				Cleaver Brooks boiler	L-45459	6857	
Fallows				Set of Quincy Compressors	210-3-61445	6858	
Fallows				50 gal Hot Water Heater	EK382	5863	
Fallows				Miscellaneous items in Boiler Room, consisting of: Oster Router Ruler, hand snake, boiler tube cleaner, office desk, cabinet with boiler parts, staging, power washer, work bench, shop vac, floor fan, work wagons, dolly, barrel stands, wash stand, etc.			
Fallows				Miscellaneous items in Boiler Room, consisting of: service cart, industrial processor, granite test bench, fan, benches, misc. test equipment, cabinets and boxes of Bryant microfilm, work table, projector, etc.			
Fallows				Miscellaneous items in Boiler Room, consisting of: measuring equipment file, cabinet, work bench (Asset 1367), misc. tooling for measuring niches, scraping plate (Asset 5596), wash tank, wire brush (Asset 5865), computer stands (01-52-2100-1)			
Fallows				6 Sections of Lockers & Coat Racks			

T-904

T-384

+12162652632

FROM-PARK LEGAL

12:48 PM

06-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	7372			Misc items in Saddle Area, consisting of: 30'x42" wooden bench (used w/BT 1789), assorted cabinets, mobile hardware stand, storage shelves, work benches w/vises, Gray Mills wash tank, assembly stand, granite work stand (ref #25), set of Fellows cutters (A set of Cts on stand)			
Fellows	7320 Back Room			Rash Granite Plates, diam. #6	1801	5738	
Fellows	7320 Back Room			Shurett Gage	1-2889HG1-3	5823	#18
Fellows	7320 Back Room			Federal Gage Stand, model 138B-S/2103 C-3	R101		
Fellows	7320 Back Room			Federal Gage Stand, model 138B-S/2103 C-3			
Fellows	7320 Back Room			Cast Iron Plate	5024	5873	
Fellows	7320 Back Room			Federal Electronic Gage, model 130B-16		5833	
Fellows	7320 Back Room			Inspection Equipment on stand		5593	
Fellows	7320 Back Room			Herman Stone Granite Plate on Stand, diam. #7	28210	5284	
Fellows	7320 Back Room			Invoice Checker		5199	
Fellows	7320 Back Room			Invoice Checker		5200	
Fellows	7320 Back Room			Wilson Hardness Checker	2984	5136	
Fellows	7320 Back Room			Miscellaneous items in Back Room Area, consisting of: gage block base, gage blocks, misc. inspection equipment, assorted ladders, assorted cabinets (some with drawers), portable work carts, platform truck, height checker, portable cabinet with laser & a			
Fellows	7320 Back Room			Cast Iron Plate on stand (w/ misc gage equipment)		5619	
Fellows	7320 Front Room			#243J Involute Measuring Instrument	33277	5682	
Fellows	7320 Front Room			Budget Hulet 1/4 Ton		222	
Fellows	7320 Front Room			Surface Plate Granite		5822	
Fellows	7320 Front Room			Miscellaneous items in Front Room Area, consisting of: small and large file and storage cabinets, misc. gage equipment, office furniture, various work benches (some w/vises), portable carts, setting master (1"-14"), computers, scanner, etc.			
Fellows	7320 Front Room			1 Ton Budget Crane		221	
Fellows	Mogiloe Room			Miscellaneous items in Mogiloe Room: cleaning benches, work benches, file cabinets, tooling			
Fellows	McSpiloe Room			Walker Turner Drill Press, model 1112-41	0000288	1985	
Fellows	7375 Comparators			Big Jo Hydraulic Lift Truck		5898	
Fellows	7375 Comparators			Greenend Arbor Press		5873	
Fellows	7375 Comparators			Cast Iron Table on stand, dia. #5		5599	
Fellows	7375 Comparators			1/2 Ton Budget Crane		202	
Fellows	7375 Comparators			Miscellaneous items in Comparator Dept work benches, storage and file cabinets, desks, tooling, shelving			
Fellows	7340 Heat Treat			Ranch Grinder	BO-007	1681	
Fellows	7340 Heat Treat			Inspection Center		5738	
Fellows	7340 Heat Treat			Heavy Duty Furnace, type HD-338-ENS	92890		
Fellows	7340 Heat Treat			Homo Furnace		5107	
Fellows	7340 Heat Treat			Homo Furnace		5108	
Fellows	7340 Heat Treat			Homo Furnace		5109	
Fellows	7340 Heat Treat			Homo Furnace		5110	
Fellows	7340 Heat Treat			Climate System Freezer	5859208	8843	
Fellows	7340 Heat Treat			G.E. Welder		5317	
Fellows	7340 Heat Treat			Miscellaneous items in Heat Treat Area: desks, work benches, hand trucks, cabinets, Wellman Heading Process System (carbidezing unit) (catalog #62242-T1), other heavy duty furnaces, hot point heater, oil clench machines, brine clench machines, etc.			
Fellows	7340 Heat Treat			Drill Press		1783	

F-904

P.044/068

T-384

+12152652632

From-PARK LEGAL

06-20-2002 12:45pm

Co	Item #	Dept	New Item # Description	Serial #	Asset #	Notes
Fellows		R&D	Miscellaneous Items in R&D Area: misc. shelving, storage cabinets, tables, chairs, various Bryant last benches, etc.			
Fellows		Guides	FS 180 Guide Run-In Machine		5751	
Fellows		Guides	Inspection Centers			
Fellows		Guides	Miscellaneous Items in Guides Area: work benches w/vises, tanks, tools, gears, fixtures, etc.			
Fellows	S5	Guides	#8 Gear Shaper		1677	
Fellows	SW4	Guides	#7 Gear Shaper		712	
Fellows	N2	Guides	Chamfering Machine		458	
Fellows	N4	Guides	Centers Set		5744	
Fellows	S3	Guides	Centers Set		5742	
Fellows	S2	Guides	Arbor Press		5875	
Fellows		Inspection Room	ID Grinder		1012	
Fellows	4		CS Walker Demagrefizer		5973	
Fellows	14		Indexing Head		5086	
Fellows	12		Granite Table, 48"x72"			
Fellows	21		Indexing Head		5087	
Fellows	18		Cast Iron Surface Plate, 30"x36"		5613	
Fellows	20		Cast Iron Surface Plate, 30"x36"		5612	
Fellows	10		Arbor Press		5105	
Fellows	21		Granite Table, 48"x72"		5628	
Fellows	22		Associated Heater Oven		6010	
Fellows	23		Perkins Spring Winder		1854	
Fellows	24		Indexing Head		5151	
Fellows	25		Excellio Center Lap		1461	
Fellows	31		Granite Plates (2) 24"x18"			
Fellows	45		Granite Plate 30"x60"		5174	
Fellows	49		Maquenne Sign Bar		5942	
Fellows	49		Wheel Balancer		5072	
Fellows	57		Indexing Head		1628	
Fellows	62		Combination Sander		5741	
Fellows	65		Set of Centers		5587	
Fellows	88		Cast Iron Table		5543	
Fellows	69		Wheel Balancer			
Fellows	77		Granite Surface Plate, Dia #16		1194	
Fellows	81		Black & Decker Bench Grinder		1367	
Fellows	83		Drill Press		6737	
Fellows			Set of Chis		213	
Fellows			1/2 Ton Crane		1766	
Fellows	7389/7389		Bender		1370	
Fellows	7389		Walter Turner Drill Press		5728	
Fellows	4		Hand Roller			
Fellows	5		Peco Roller		5819	
Fellows	6		Portable Nitrogen Tanks		5323	
Fellows	8		Portable Torch Set		5809	
Fellows	12		Beverly Shear		5812	
Fellows	13		Die-Art Bender		5372	
Fellows	14		Wim Bench			
Fellows	15		Trumatic		2031	
Fellows	7388		Helwelder Welding Machine	J&L 7945-1		
Fellows	7386		Miller CP-300 Welder	JJ493685		
Fellows	23		Stud Welder AGM Model 800SS	62530		
Fellows	28		Cut Off Wheel		5825	
Fellows	30		Steady Snagging Wheel		1209	
Fellows	31		Belt Sander		1385	
Fellows	32		Lewis Snagging Handy Heater		6059	
Fellows	33					
Fellows	34					
Fellows	35					
Fellows	36					

F-904

T-384 P.045/068

+12162652632

FROM-PARK LEGAL

06-20-2002 12:46PM

Co	Item #	Dept	Qty Item # Description	Serial #	Asset #	Notes
Fellows	40	7383	Pullmax Universal Shearing Machine		1638	All
Fellows	39	7388	Alpha Spot Welder		5689	All
Fellows	41	7388	Snagging Wheel		5817	All
Fellows	43	7388	Acetylene Torch Set		5820	All
Fellows	6	7383	Abbrasive Cut-off		488	All
Fellows	8	7363	3 Ton Crane		27	All
Fellows	3	7383	Scale		5853	All
Fellows	3	7382 Turrets	Tumbler		5035	All
Fellows	6	7382 Turrets	Snagging Wheel		1345	All
Fellows	7	7382 Turrets	Snagging Wheel		834	All
Fellows	28	7382 Turrets	1 Ton Crane		224	All
Fellows	28	7382 Turrets	Thread Mill		801	All
Fellows	30	7382 Turrets	Set of Cts		5756	All
Fellows	1	7382 Turrets	1/2 Ton Crane		230	Fellows
Fellows	2	7386 Mills & Drills	Men-u-cycle Lathe		1952	J&L
Fellows	6	7386 Mills & Drills	Vertical Broach		2044	All
Fellows	12	7386 Mills & Drills	Ball Sander		1439	All
Fellows	13	7386 Mills & Drills	Arbor Press		5004	All
Fellows	2	7387 Milling	Die Drill Press		1341	All
Fellows	4	7387 Milling	Indexing Head		5319	All
Fellows	5	7387 Milling	Indexing Head		232	All
Fellows	6	7387 Milling	1/2 Ton Crane		1486	All
Fellows	7	7387 Milling	Craftman Drill Press		1346	All
Fellows	15	7387 Milling	Snagging Wheel		5162	All
Fellows	21	7387 Milling	Bux Magnet		5143	All
Fellows	22	7387 Milling	Indexing Head		5750	All
Fellows	27	7387 Milling	55 Gal Barrel Vac		5146	All
Fellows	2	7420	Indexing Head		5761	All
Fellows	5	7420	55 Gal Barrel Vac		5117	All
Fellows	8	7420	Indexing Head		5300	All
Fellows	10	7420	Bux Magnetic Drill		5148	All
Fellows	11	7420	Indexing Head		5606	All
Fellows	2	7420	Cast Iron Table 30"x28" on stand			Diag. #5, #1
Fellows	5	7420	Granite Plate 40"x72"		5755	All
Fellows	8	7420	Granite Plate 24"x24"		5754	All
Fellows	10	7420	Set of Centers		5620	All
Fellows	11	7420	Set of Centers		1444	All
Fellows	2	7420	Set of Centers		1425	All
Fellows	3	7392 Tool Room	Cast Iron Surface Plate with Rotary Table, Dia. #1		483	All
Fellows	4	7392 Tool Room	Arar Carbide Grinder		1608	All
Fellows	7	7392 Tool Room	Snagging Wheel		5883	All
Fellows	13	7392 Tool Room	Abbrasive Cut-off Machine		1859	All
Fellows	14	7392 Tool Room	Howell Tool Grinder & Wire Brush		5674	All
Fellows	23	7392 Tool Room	Wire Brush & Grinding Wheel		5561	All
Fellows	25	7392 Tool Room	Blake Tap Grinder			
Fellows	4	7374 Fellows Assembly	Arbor Press			
Fellows	9	7374 Fellows Assembly	Black & Decker Drill Sharpener			
Fellows	12	7374 Fellows Assembly	Miscellaneous Items in Tool Room Area: files, cabinets, granite stands, indexing headers, fixtures			
Fellows	21	7374 Fellows Assembly	Snagging Wheel & Wire Brush			
Fellows	25	7374 Fellows Assembly	Delta Bench Grinder			
Fellows	31	7374 Fellows Assembly	Walker Turner Drill Press			
Fellows	32a	7374 Fellows Assembly	Greenard Arbor Press			
Fellows			Cast Iron Surface Plate 30"x36"			
Fellows			Cast Iron Surface Plate 30"x36"			
Fellows			West/Dry Vacuum (Black & Decker)			
Fellows			Portable Pump Filter Unit			
Fellows			Bux Magnetic Drill			

F-804 P-046/068 T-384

+12182652632

From-PARK LEGAL 12:47pm 06-20-2002



Co	Item #	Dept	Item #	Description	Serial #	Asset #	Notes
Fellows	32b	7374 Fellows Assembly		20 Ton Crane		102	All
Fellows	33	7374 Fellows Assembly		Hose Cut-off Saw		1843	All
Fellows	35	7374 Fellows Assembly		Tube Flaring Device		5888	All
Fellows	36	7374 Fellows Assembly		Parker Par-Flange Machine Model 10.25	849020489		All
Fellows	37	7374 Fellows Assembly		Summer-Mach. Sanding Machine	3066		All
Fellows	40	7374 Fellows Assembly		Greenard Arbor Press	30683		All
Fellows	1	7374 Fellows Assembly		Bench Grinder and Wire Brush		5000	All
Fellows	2	7374 Fellows Assembly		Craftman Drill Press		5880	All
Fellows	3	7374 Fellows Assembly		Roll-In Band Saw		1495	All
Fellows	4	7374 Fellows Assembly		Stanley Bench Grinder & Wire Brush		5813	All
Fellows	7	7374 Fellows Assembly		Handy Holster Hand Truck		5730	All
Fellows	48	7374 Fellows Assembly		2 Ton Crane			All
Fellows	36	7374 Fellows Assembly		5 Ton Crane			All
Fellows	203	7374 Fellows Assembly		1/2 Ton Budget Crane			All
Fellows	119	7374 Fellows Assembly		3 Ton Shoped Niles Crane			All
Fellows	227	7382 Carpenter Shop		1/2 Ton Jig Crane			All
Fellows	10	7382 Carpenter Shop		Stencil Making Machine		5838	All
Fellows	11	7382 Carpenter Shop		Stencil Making Machine		5838	All
Fellows		7382 Carpenter Shop		Miscellaneous Items in Carpenter Shop Area: floor scale, dillon scale, dryer, pneumatic stapler, banding machine, milwaukee 3/4" hand drill, floor fan, work benches, vices			All
Fellows		7382 Shipping/Receiving		Miscellaneous Items in Shipping/Receiving Area: Relax-a-later, benches, desks, computers, label maker, storage and file cabinets, shelving, dolly, hand truck			All
Fellows	4	7380 Maintenance		Disc Sander		58	All
Fellows	5	7380 Maintenance		Exide Charger		5861	All
Fellows	6	7380 Maintenance		Exide Charger		5868	All
Fellows	7	7380 Maintenance		Exide Charger		5860	All
Fellows	8	7380 Maintenance		Exide Charger		5863	All
Fellows	9	7380 Maintenance		Exide Charger		5862	All
Fellows	13	7380 Maintenance		Snagging Wheel		611	All
Fellows	15	7380 Maintenance		Rockwell Bench Drill Press			All
Fellows	20	7380 Maintenance		Handy Holster Hand Truck		5702	All
Fellows	21	7380 Maintenance		Yellow Bellied Sump Sucker (electric)	1451727		All
Fellows		7373 Paint		Miscellaneous Items in Paint Area: paint shaker, hoses, spray guns, paint racks, file and storage cabinets, ladders, assorted work benches			All
Fellows		7378 Fellows Assembly Floor		Miscellaneous Items in Assembly Area: abrasive cut-off machine, hoses, hand trucks, ladders, misc. hardware racks			All
Fellows	3	7378 Fellows Assembly Floor		50 Cycle Generator		6540	All
Fellows	7	7378 Fellows Assembly Floor		Rockwell Belt Sander	1044088		All
Fellows	107	7378 Fellows Assembly Floor		5 Ton Crane			All
Fellows	108	7378 Fellows Assembly Floor		5 Ton Crane			All
Fellows	9	7378 Fellows Assembly Floor		20'x27' Granite Plate on Wheels Gage # AS1			All
Fellows	10	7378 Fellows Assembly Floor		Tool Grinder			All
Fellows	11	7378 Fellows Assembly Floor		Belt Sander			All
Fellows	7	7378 Fellows Assembly Floor		Hydant Crop Wrecker (HYG 100883)	H180123		All
Fellows	16	7378 Fellows Assembly Floor		Greenlee 815 Hole Punch			All
Fellows	19	7378 Fellows Assembly Floor		Patbrings Model 500-060	001578		All
Fellows	1	CS Assembly Floor		Screw Pulling Machine		Tag 412	
Fellows	7	CS Assembly Floor		Prolicorder (Bendix)		5520	
Fellows	8	CS Assembly Floor		Markam Part Marker		1587	
Fellows	10	CS Assembly Floor		Carbide Wheel Sharpener		278	
Fellows	11	CS Assembly Floor		Oil Stone			

F-904 P. 047/088 T-384

+12162682632

From-PARK LEGAL 12:47pm 08-20-2002

Co	Item #	Dept	Item Item #	Description	Serial #	Asset #	Notes
Fellows	14	CS Elec Assembly Floor (Corner)		Platform Weighograph		5941	
Fellows	16	CS Machine Shop (West Aisle)		Head Tool Sharpening Machine		135	
Fellows	92	7389	121	Jones & Lamson Mill 6A Turret Lathe, complete with bar feed	64845	1427	all
Fellows	12	7392 Tool Crib	122	Cincinnati Monocut Grinder		1761	all
Fellows	22	7392 Tool Crib	123	Cincinnati Model 2 Cutter Grinder	10271L-1252	1216	all
Fellows	21	7392 Tool Crib	124	Cincinnati Model 2 Cutter Grinder	10271L-1252	1227	all
Fellows	20	7392 Tool Crib	125	Cincinnati Model 2 Cutter Grinder	10271L-668	1270	all
Fellows	19	7392 Tool Crib	126	Cincinnati Model 2 Cutter Grinder	10271L-315	1085	all
Fellows	18	7392 Tool Crib	127	Cincinnati Model 2 Cutter Grinder	10271L-665	1253	all
Fellows	17	7392 Tool Crib	128	Black & Decker Grinding Table, complete with single spindle carbide grinder, 10" double end bench grinder		5512	all
Fellows	16	7392 Tool Crib	129	KGT Grinder		1329	all
Fellows	28	7392 Tool Crib	130	Kapp Mill ASS355 Cutter Hob Grinder	285-24-10	1874	all
Fellows	28	7392 Tool Crib	131	Black Diamond Mill B1980 Bench Mounted Drill	28917	9488	all
Fellows	24	7392 Tool Crib	132	(217) Lida Mill-drawer Tool Cabinets, assorted sizes			all
Fellows	24	7392 Tool Crib	133	Set-up fixture for boring bars			all
Fellows	6	7382	134	62" King Machine Tool Co Vertical Boring Mill, complete with 62" table, pendant controls		1384	all
Fellows	9	7382	135	36" Ballard Vertical Turret Lathe, complete with 36" table, pendant controls	29728	1915	all
Fellows	10	7382	136	35" King Vertical Turret Lathe, complete with 25" table	M35-576	1584	all
Fellows	11	7382	137	Jones & Lamson Universal CNC Lathe, complete with GE Fanuc-OT CNC controls, automatic bar feed, mayten chip-tole chip removal conveyor	236199	1958	all
Fellows	12	7382	138	Super Precision Mill CNC CNC Hardinge Turret Lathe, complete with Allen Bradley/Hardinge Super Precision CNC Control, Hardinge retractable bar feed	CNC-752-A	2002	all
Fellows	11	7382	139	Miscellaneous items in Turret Lathe: tool and file cabinets, pallet lifts, assorted racks, stands, steel frame pallets, work benches, office furniture, time clocks, fans, shelving, carts, lifting magnets, pedestal mounted vices, c-clamps, etc			
Fellows	13	7388	141	Jones & Lamson Optical Comparator, complete with 1 minute vernier	E7901	5038	all
Fellows	10	7382	142	Amada M8 COMA-602072 Fabkator CNC Turret Punch, complete with CNC controls, fanuc type reader [72] turret stations, 7 ton capacity weights	C-57080 (1979)	2050	all
Fellows	9	7382	143	Infinita vernier		5039	all
Fellows	17	7388	144	Brown & Sharpe Mill 612 Micromaster Surface Grinder	523-612-3241	1987	all
Fellows	8	7382	145	DI-Aero Houdaille Mill 2-Punch	B65041	1990	all
Fellows	15	7388	146	Salica Type 80 Drill Point Grinder, complete with 6" grinding wheel, drill holder, coolant system	E7981	1557	all
Fellows	35	7388	147	Dreis & Knapp Chicago Banding Finger Brake size 74	102709	1854	all
Fellows	34	7388	148	Walker Turret Drill Press	1221	1343	all
Fellows	9	7382	149	Parker Mill 232B Power Flacer			
Fellows	31	7388	150	Jones & Lamson Cheater Shrinker Machine, complete with single-carbide-grinder-ohg-grinding-wheel-exhaust-to-beltor	479	1808	all
Fellows	6	7392	151	Abrasive Cut-off Saw		5825	all
Fellows	37	7389	152	Gleason Carbide Grinder, complete with single vertical grinding wheel, dual tool holders, coolant system		4070	all
Fellows	30	7388	153	Stand Mounted Manual Bender		5814	all
Fellows	30	7388	154	Everett Mill 12411 Abrasive Cut-off Saw	1380	5592	all
Fellows	30	7388	154	W. A. Whitney Mill 895-A Manual Punch Duplicate, complete with foot switch		1917	all

TRADEMARK

REEL: 004721 FRAME: 0885

Co	Item #	Dept	New Item #	Description	Serial #	Asset #	Notes
Fellows	5	7392	155	Devillog Microdon tool grinder, complete with single carbide wheel, coolant system, ducting for mist collection	312-330	1799	
Fellows			168	AAF Type D Roto-clone steel collector		3876	
Fellows	1	7392	157	Hammond Electromatic Mill C8E45C Carbide Tool Grinder, complete with tool, positioner	1221	1860	
Fellows	15	7392	158	After Mid A1-12 Rotary Surface grinder, complete with 14" electromechanical chuck, 10" grinding wheel, coolant system	3234	1513	
Fellows	30	7387	236	Giddings & Lewis Mid 8071P1CS Horizontal Boring Mill, complete with Giddings & Lewis electronic NC control, 5" spindle, Jorgensen chip conveyor, 48"x48" turn table, 48"x74" table	50-1703-61	2000	see photo #33, all
Fellows			237	Shepard Niles 5 Ton Capacity Double Girder Bridge Crane, approx 60' span	87285	104	
Fellows				Giddings & Lewis Type 70-C5-T Horizontal Boring Mill, complete with 48"x60" work table, 48"x24" T-slotted table, 48"x48" table travel, overarm controls, 8-jur lubricator, Numerical NC controls	410-60-08	1875	all
Fellows	17	7387	238	Devillog Mid 4H-60 Spineamatic Jig Mill, complete with 40"x60" T-slotted table, manual controls, Bauech & Lomb Aca-fite III Digital Readout	6682	1803	all
Fellows	14	7387	239	Ensellom 3305 Coordinate Measuring Machine, complete with digital readout, 77"x150"x28" surface plate, digital readout, printer, digital readout, digital readout	8533	9499	
Fellows	34	7420	240	Devillog Mid 4H-60 Spineamatic Jig Mill, complete with 40"x60" T-slotted table, manual controls, utilizing Bauech & Lomb microfine digital readout, all accessories	8310	1787	all
Fellows	13	7387	241	Feedick Radial Drill, complete with 7" arm, 19" diameter column, 53"x67" T-slotted base	17846	1508	all
Fellows	33	7420	242	Electro Arc Mid 20VT Metal Tap Disintegrator, complete with Electro Arc Autolfeed, single head	3289	1974	all
Fellows	9	7387	243	Caution Radial Drill, complete with 4" arm, 13" diameter column, 24"x30" box table, T-slotted base	34-3785	1506	all
Fellows	10	7387	244	Shepard Niles 5 Ton Capacity Double Girder Top Riding Bridge Crane, approx 60' span	87286	105	
Fellows	11	7387	245	Shepard Niles 5 Ton Capacity Double Girder Top Riding Bridge Crane, approx 60' span	87287	106	
Fellows			246	Wright 3 Ton Capacity Gantry Crane, complete with single leg, with bridge supported by 30' gantryway		129	
Fellows			247	Wright 3 Ton Capacity Gantry Crane, complete with single leg, with bridge supported by 20' gantryway, 3 ton capacity cable with bridge supported by 20' gantryway, 3 ton capacity cable		133	
Fellows			248	Wright 3 Ton Capacity Gantry Crane, complete with single leg, 8-button pendant control		132	
Fellows			249	Wright 3 Ton Capacity Gantry Crane, complete with single leg		128	
Fellows			250	Wright 3 Ton Capacity Gantry Crane, complete with single leg		130	
Fellows			251	Greenard Mid 4 Arbor Press		9002	
Fellows			252	Wright 3 Ton Capacity Gantry Crane, complete with single leg		131	
Fellows			253	Pressure Test Stand (for hydraulic hoses), complete with various gauges, stand along hydraulic unit, various manifolds, connecting lines		5554	
Fellows			254				

T-384 P. 049/068 F-904

+12162662632

From-PARK LEGAL

12:48pm

08-20-2002

Co	Item #	Dept	Nav Item #	Description	Serial #	Asset #	Notes
Fellows			255	Leeds & Northrup Mdl 4870UB-00-11 Homo Furnace, 66 KW, Complete with 48" diameter, heating baskets, stand alone control panel, Leeds & Northrup speedomatic slip chart recorder	882645	5109	
Fellows			256	Homo Furnace, 66 KW, complete with 48" diameter, heating baskets, stand-alone control panel, Leeds & Northrup speedomatic single pen recorder, slip chart		5110	
Fellows			257	Leeds & Northrup Mdl 6622-26-10 Homo Furnace, 45 KW, complete with 48" diameter, heating baskets, stand alone control panel, Leeds & Northrup speedomatic slip chart recorder, single pen	627196	3	
Fellows			258	Leeds & Northrup Mdl 4870UB-00-11 Homo Furnace, 66 KW, complete with 48" diameter, heating baskets, common control panel, manual eagle signal liner, Honeywell temperature controller, fault light indicators, chart recorder Weinman Mdl AL22-242-TH-CT Heat Processing System, complete with industrial heating control 1500-CFH, Thermatyne Producer, Thermalene Producer 1500-CFH, 1450 Fahrenheit maximum temperature, Honeywell gas pressure switches	17834	5107	
Fellows			259	Type HD 630-ENS Heavy Duty Electric Furnace, 2000 degrees Fahrenheit	82699	5123	
Fellows			260	Leeds & Northrup Mdl 4870UB-00-11 Homo Furnace, 66 KW, Complete with 48" diameter heating baskets, common control panel, manual eagle signal liner, Honeywell temp controller, fault light indicators, single pen chart recorder	209093	5109	
Fellows			261	Cleaning Line consisting of: 2 section stainless steel cabinet, ultrasonic detergent bath (hot water), poly hot water flare tank, tally hot air drying system with custom work/access platform, safety rails, support equip, insulated tanks, stainless steel			TIN coating room
Fellows			262	Corlikon Generator	42 11 0037		not part of coating
Fellows			263	Type 058 Heavy Duty Electric Multiple Unit Furnace	93586	5108	
Fellows			264	Miscellaneous Items In Coating Furnace Area: assorted desks, chairs, ladders, easel, shelving, cabinets, foramen's stand, fine endgrinders, work benches, balances, clocks, work platform, protected 2-drawer cabinet with lock, etc.			TIN coating room
Fellows			265	Balzers Mdl 6A1-730-TIN Vacuum Coating Furnace, complete with 30" diameter x 24" high chamber, on heavy duty stand, all support equipment, vacuum pump located on exterior of enclosure, generator, stand-alone control panel, power supply, various liners, pen		6535	TIN coating room
Fellows			266	Miscellaneous Items In Storage Area: portable scale, file cabinets, desks, exit conveyors, stackable bins, GAF Mdl 715D blueprint copy machine, Terney furnace, electric control unit, etc.			
Fellows			267	MMA Precision Corporation Mdl 8525 Gauge Calibrator, located on 48"x48"x24" black granite surface plate, complete with 20" rotary table, 35" vertical head travel, TBSA 10-HP probe, interfaced to IBM 350/CSO computer, backup tape drive, single disk drive, IB			
Fellows			268	United Tool Supply Units-A-Mila Mdl 8800 Gear Inspection Machine, complete with Datamatic Controller	8050		Gage Control Room
Fellows			269		8961		

T-904

P. 050/088

T-384

+12162552632

FROM-PARK LEGAL

06-20-2002 12:48PM

Co	Item #	Dept	Nov Item # Description	Serial #	Asset #	Notes
Fellows			Fellows Mdl 600RL Redline Gear Inspection Machine, complete with vertical center, Fellows Gauge, strip type chart recorder	36391	1862	
Fellows	270		Fellows Involute Measuring Machine, 24" maximum width, complete with chart recorder	33277	5592	
Fellows	271		Fellows Mdl 12M Involute Gear Inspection Machine, complete with vertical center, Fellows gauge, strip type chart recorder	27554	5541	
Fellows	272		Fellows #38 Microden Measuring Machine, complete with 18" Face Plate, inspection tool post holder, stand-along controller, chart recorder	34392	5558	
Fellows	273		Fellows Mdl 12M Involute Gear Inspection Machine, complete with vertical center, Fellows gauge, strip type chart recorder	32823	5803	388897
Fellows	274		Fellows Mdl 12M Involute Gear Inspection Machine, complete with chart recorder	34298	5591	Involute Masters (Gage Control)
Fellows	275		Miscellaneous Items Through Inspection Area: work benches with vises, assorted storage and file cabinets, multi-drawer tool cabinets, blueprint file cabinets, tables, desks, chairs, carts, ramps, fans, Datamys computer terminal, snap on tool cart, pad			
Fellows	276		Miscellaneous Items in Repair Area: Laser inspection stand with HP mdl 1117B Test Mobile, HP Mdl 5506B Laser display, HP Mdl 5150A Thermal printer, automated compensator, various lens holders, assl lenses, surface plates, office furniture, desks, chairs,			
Fellows	277		Chevrolet S10 Pickup Truck, VIN 1GCS142K22B4629			Lease vehicle RETURNED
Fellows	278		Fellows 12H Portable Chart Instrument	32934-4621	5362	Lead Masters, In Gage Control
Fellows			Set of Precision Casters Immediate plate		5575	Involute Masters (Gage Control)
Fellows			Office Furniture on first level: assorted styles of file cabinets, metal and wooden desks, assorted styles of chairs, hall trees, bookcases, storage and card file cabinets, assorted sizes and styles of tables, partitions		5747	Involute Masters (Gage Control)
Fellows	279		Arielomat 218 Plotter, complete with 50"x40" plotting table, 141 plotting heads, electronic eyes, remote controller	BE4780		
Fellows	280		Miscellaneous Items in California Area: 30' serving area, 20"x3' griddle, built-in GE dual station, air flow refrigerated sealed area, plate server, dual station roll-around stainless steel preparation table, Hobart mdl A-200 mixer (SN 1804145), United fire			
Fellows	281		Miscellaneous Office Furniture on 2nd Level: partitions, fans, assorted sizes & styles of tables, chairs, and cabinets, desks, credenzas, bookcases, shelving, blueprint file cabinets			7777 Moved to lower level
Fellows	282		Misc Office furniture in Field Service Area: wooden file cabinets, folding chairs, work tops, steel tables and chairs, folding tables, bookcases, hall trees, conference tables, marker boards, etc.			
Fellows	283		Shepard Niles 8-ton capacity double girder top riding bridge crane, approximately 30' span	67301	110	
Fellows	284		Milwaukee Mdl H Horizontal Milling Machine	53-3458	1077	Guide Mill for non-hydrostatic guides
Fellows	285		Guide Scaper		1087	Non-hydrostatic guides
Fellows	286		10"x40" bench center			
Fellows	287					

T-384 P.051/088 F-904

+12162652632

06-20-2002 12:48PM From-PARK LEGAL

Co	Item #	Dept	How Item #	Description	Serial #	Asset #	Notes
Fellows			238	Fellows Guide Mill, complete with dual head		1971	Hydrostatic guides
Fellows			239	[2] Welles Turner Drill Presses		1559	all
Fellows			290	4" Double End Carbide Tool Grinder		1455	all
Fellows			291	Fellows Type 12H Rodfiner Gear Tester	28432	1780	all
Fellows		7383	292	After 14" Rotary Surface Grinder	980	5213	Rough check of lead during mtg. process
Fellows	20	7383	293	#3 Micro Jig Grinder	G117	1072	all
Fellows	29	7383	294	Brown & Sharpe #3 Cylindrical Grinder		1889	all
Fellows	59	7383	300	Norton 10" x 60" Universal Cylindrical Grinder	1942	1088	all
Fellows	64	7383	304	Fellows Bench Center		1243	
Fellows	75	7383	307	Landis Type 3RH 30"x72" Universal Cylindrical Grinder, complete with ID grinding guide	867-10	5748	
Fellows	73	7383	308	Fellows Pressuro Angle Checker		2037	all
Fellows		7383	310	After Mill A1-12 12" Rotary Surface Grinder	324	5273	checking PA on worn
Fellows		7383	311	Sellers Mill G5 Drill Point Grinder	E7881	1517	
Fellows		7383	312	Pullman Type P7 Nibbler, complete with 48" finet	52554	1557	
Fellows	28	7388	318	Pangborn Reach-In Type Blast Cabinet, with replainer	AM07019002	1839	all
Fellows		7388	320	Pangborn Reach-In Type Sand Blast Cabinet (currently not in service)			
Fellows		7388	321	[2] Topco Smog Hogs			
Fellows		7383 Steel Room	322	Steel Storage Racks & Material			Switkey-7382
Fellows	1	7383	323	DOALL Mill C-40 Horizontal Hydraulic Power Bandsaw, complete with automatic parts cut-off, power feed & clamp	190-74471	1828	all
Fellows	2	7383	324	DOALL Mill C-70 Horizontal Hydraulic Power Bandsaw, complete with automatic parts cut-off, power feed & clamp	138-82944	1721	all
Fellows	3	7383	325	Marval Series 64 Power Hack Saw	97202	1865	all
Fellows	9	7383	326	Power Eagle Portable Steam Clean	76120		all
Fellows	17	7382	327	Rivett Toolroom Lathe		1885	all
Fellows	18	7382	328	Southland Lathe Bench		1586	all
Fellows	15	7382	329	Southland Lathe, with basket	41723NFRS	1858	all
Fellows	19	7382	330	Grooving Lathe		540	all
Fellows	19	7382	331	Jones & Lamson Mill 7A Universal Turn Lathe, complete with Newall 3-axis digital readout		1471	all
Fellows	20	7382	332	Warner & Swasey Turn Lathe		922	all
Fellows	21	7382	333	Fellows Line Engraver		2032	J&L Comparator Chart Rings
Fellows	22	7382	334	Fellows / Brown & Sharpe Line Engraver		652	all
Fellows	25	7382	335	Gorton Pantograph		1434	all
Fellows	23	7382	336	Hemmer Table Pantograph		1683	all
Fellows	24	7382	337	Gorton Drill Grinder		1435	all
Fellows	7	7420	338	36"x60"x16" granite surface plate #24			all
Fellows	0	7420	339	36"x36"x4" granite surface plate #17 dia #1			all
Fellows	14	7386	341	Lapdine Mill HP 50" Horizontal Broach, large quantity of machines	53206	2042	
Fellows	1	7386	342	Vertical Broach, complete with 30" stroke		2044	
Fellows				Mainframe Computer System (over 2000) with reader, servers, tape support systems, network PC, [47] assorted PC workstations & printers, [4] conference rooms, approx [6] desks and chairs, [42] tables, [12] 2-door cabinets, storage shelving, [84] blueprint!			Fellows ???
Fellows	32	7387	380	Standard Tool Setter	2831	421	all
Fellows	1	7420	375	48"x72"x10" Granite Surface Plate		6830	all
Fellows		7420	376	Inspection Instrument: Mics, height gages, etc			by DEA
Fellows	2	7372	377	18" Drill Press		523	all

T-384 P.052/088 T-804

+12162652632

T-384 P-384 LEGAL

06-20-2002 12:49PM

Co	Item #	Dent	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	1	7372	378	Backhoe, complete with belt, bander on cart		5883	NOTE: 2 separate items
Fellows	3	7372	379	17' Leaband Old Engine Lath		1653	all
Fellows	5	7372	380	Oster 2" pipe threader	582N2-1118		JAL #3220; All
Fellows	6	7372	381	Arler 16" Rotary Surface Grinder	DPC11328WRI	1397	all
Fellows	7	7372	382	Greenard #4 Floor Type Arbor Press		5876	All
Fellows	8	7372	383	Walker Turner 17" Floor Type Drill Press	1326204	1765	all
Fellows	10	7372	384	Okamoto Mid PRG-6 24" Rotary Surface Grinder, complete with coolant, wheel dresser	1087	2028	all
Fellows	13	7372	385	#B5 Abrasive Powerfeed Surface Grinder, complete with 8"x16" chuck	1762	887	all
Fellows	14	7372	387	5"x20" Southband Bench Lathe	B100INC	1451	all
Fellows	16	7372	388	Heavy 12" Double End Pedestal Grinder		1550	all
Fellows	17	7372	389	Walker Turner 20" Floor Type Drill Press	21143	1348	all
Fellows	18	7372	390	Greenard #4 Floor Type Arbor Press		5002	all
Fellows	20	7372	391	Fellows Hydraulic Testing Machine, complete with hydraulic pump and notes		5554	Fellows
Fellows	22	7372	392	Walker Turner 20" Floor Type Drill Press	2844	5550	all
Fellows	23	7372	393	Arler 12" Rotary Surface Grinder		382	all
Fellows	24	7372	394	Jauchien Surface Grinder (currently out of operation)		1934	
Fellows	26	7372	398	Parker Mill 2328 Power Flanger, on cart	1327		
Fellows		7372	400	Shepard Niles 20 Ton Capacity 60" span double girder top running bridge crane, complete with pendant controls	67293	102	
Fellows		7372	401	Shipping & receiving Area: bench, shelves, cabinets, etc.			
Fellows	3	7350	402	Raymond Stacker Type Stand Ride Electric Forklift Truck, 3000# capacity	810-E3PT-36-25-120-3	5187	
Fellows		7350	403	Miscellaneous items in Maintenance Room: shelving, parts, cabinets, benches, emergency generator, etc.		5541	
Fellows	2	7350	404	7500# capacity Mid S18F7 Mark Powered Manlift	1039770		
Fellows	24	7350	405	5000# capacity Yale propane-powered solid tire Forklift Truck	AE084309	4	
Fellows	22	7350	406	Fabtek Gas/Propane Manlift Unit, complete with boom truck		8478	
Fellows	18	7350	407	Content Pump		5576	
Fellows	23	7350	408	John Deere Mid 750 Diesel Tractor, with mower			
Fellows	1	7350	409	Tennant Mid 285 Propane Powered Floor Sweeper	7723	6493	
Fellows	17	7350	410	Fellows Constant Recovery System, Mordale evaporator			
Fellows		7350	411	2500# Clark Propane powered Forklift Truck, complete with solid tires	CF29449-953-1188	5546	
Fellows	12	7350	412	2000# Clark Propane powered Forklift Truck, complete with solid tires			
Fellows	11	7350	413	Rigid 535 Pipe Threader	73185	8083	
Fellows	14	7350	414	Propane Powered Portable Surge Sucker	4285		
Fellows	19	7350	415	Clark Electric Stand-up Type Forklift Truck 3000# capacity, complete with charger	NSP24610182532	5572	all
Fellows	10	7350	416	4000# Raymond Mid 40 Stand-up Type Stacker Type Electric Forklift Truck	900EARTN-882	5360	
Fellows	13	7382		Shepard Niles 20 Ton Capacity 60" Span Double Girder Top Running Bridge Crane, complete with pendant controls	67282	101	
Fellows		7382	420	Shepard Niles 10 Ton Capacity 60" span double girder top running bridge crane, complete with pendant controls	64885		all
Fellows	1	7382	421	Rockwell Delta 12"x14" Table Saw		1680	
Fellows	2	7382	424	Dewalt 12" Radial Arm Saw, complete with wire feed table	377326	1768	all
Fellows	3	7382	425	Carriat Mid S188 48" Radial Arm Saw, complete with table, AC motor & controls	PP3227	1581	all

T-384 P.063/068 F-904

+12162652632

From-PARK LEGAL 12:48pm 08-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	4	7362	426	Dust Collector		5575	
Fellows	5	7362	427	Delta 20' Horizontal Bandsaw, complete with var-speed tilt table	140151		all
Fellows	6	7362	428	Black & Decker Mdl. 3480-142 Panel Saw	43770009	5840	
Fellows	7	7362	429	Max 16' Disc Sander		1816	all
Fellows	8	7362	430	Delta 17' Floor Type Drill Press		1672	all
Fellows	9	7362	431	Delta 10' Table Saw	100-8748	6088	all
Fellows		7362	433	Shipping Room Equipment: Scales, work benches, bending cart, etc.			
Fellows		7376	434	[3] Cockat separators for feeding area			
Fellows	20	7376	435	Greenleaf 84 Floor Types Arbor Press		5053	
Fellows	10	7376	436	Aerquip Mdl 1360 Pro Comp Hydraulic Line Cutter			
Fellows	2	7376	437	Lucas Wheel Press		5348	
Fellows	1	7376	438	Parker Power Planer	1533		
Fellows		7373	439	[3] Down Draft Paint Systems, with pumps, blowers, paint pots, controls, etc.			
Fellows		7378	440	Assembly Bay Equip: tables, benches, carts, fans, cabinets, fittings, etc.			
Fellows		7376	441	3 Ton 30' span Single Leg Gantry Crane, complete with pendant control		121	
Fellows		7378	442	3 Ton 30' span Single Leg Gantry Crane, complete with pendant control		122	
Fellows		7375	443	3 Ton 30' span Single Leg Gantry Crane, complete with pendant control		123	
Fellows		7378	444	3 Ton 30' span Single Leg Gantry Crane, complete with pendant control		124	
Fellows		7376	445	3 Ton 20' span Single Leg Gantry Crane, complete with pendant control		125	
Fellows		7376	446	3 Ton 20' span Single Leg Gantry Crane, complete with pendant control		126	
Fellows		7376	447	3 Ton 20' span Single Leg Gantry Crane, complete with pendant control		127	
Fellows		7376	448a	3-Ton Shepard Niles Top Running Bridge Crane 30' Span		111	
Fellows		7376	448b	3-Ton Shepard Niles Top Running Bridge Crane 30' Span		112	Were previously combined as one item number
Fellows		7376	448c	3-Ton Shepard Niles Top Running Bridge Crane 30' Span		113	
Fellows		7376	448d	5-Ton Shepard Niles Top Running Bridge Crane 30' Span		114	
Fellows			455a	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		114	
Fellows			455b	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		115	Were previously combined as one item number
Fellows			455c	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		116	
Fellows			455d	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		117	
Fellows		7376	456a	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		118	
Fellows		7372	456b	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane		119	Were previously combined as one item number
Fellows			456c	Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane			
Fellows			457	Misc: Fellows Assembly Low Bay: Racks, cabinets, benches, in-line benches, electric boxes, etc.			

T-384 P.054/068 T-904

+12182652632

FROM-PARK LEGAL

08-20-2002 12:50pm



Co	Item #	Dept	Item #	Description	Serial #	Asset #	Notes
Fellows	39	7372	439	Greenard #4 Floor Type Arbor Press			
Fellows	38	7372	450	Southend 8"x20" Bench Type Engine Lathe	47408NAR10	1717	all
Fellows			460	Brown & Sharpe #2 6"x12" Hand Feed Surface Grinder		868	all
Fellows			461	[3] 30' span bridge cranes; [1] 2 ton double girder bridge crane; [1] 5 ton double girder bridge crane; [1] 1 ton single girder bridge crane			
Fellows		Boiler Room	476	Atlas Copco Type GAU007 Pack 125HP Rotary Screw Type Air Compressor	2319481		
Fellows		Boiler Room	476	Compressor	6460		
Fellows		Boiler Room	477	Hanlon Mid 80700 Compressed Air Dryer	0312A3-9104-11		
Fellows		7372 Saddle Assembly	478	Surplus Room: work bench, granite plates, assembly stands, ne-er tool cabinets, [4] arbor presses, parts carts, bench center, etc.			Need "culling" fixtures for assembly of C.S. housings
Fellows		7371 Saddle Assembly	479a	2 Ton 24' Span Single Beam Bridge Cranes		28	
Fellows		7372 Saddle Assembly	479b	2 Ton 24' Span Single Beam Bridge Cranes		57	
Fellows		7378	480	Bryant Base Assembly Room: [2] dust assembly benches, racks, pallet trucks, tables, shelves, etc.			see attached
Fellows		7378	481	84"x30" Granite surface plate, complete with machine base			
Fellows		7375	482	172 ton jib arm crane, 1/2 ton bridge crane			
Fellows		7375	483	comparator more room: shoving, cabinets, carts, die lift trucks, bench type ultrasonic cleaners, etc.			
Fellows		Tally Room	484	Misc items in Tally Assembly Room: cabinets, benches, file cabinets, desks, etc.			
Fellows				Fellows converted lead instrument, wiprotech high speed super 80 power quill model 80246 (B15511) with precise vial speed control (in room #478)		1798	For grinding Fellows lead masters master machines for lens calibration - parts orders and reports
Fellows		7376		Topic 20 Comparator			master machines for lens calibration - parts orders and reports
Fellows		7375		PC 14 Comparator			master machines for lens calibration - parts orders and reports
Fellows		7375		ITC 14 Comparator	34288		master machines for lens calibration - parts orders and reports
Fellows		7375		Special Gage Comparator FC-14 base for master checking	3480		master machines for lens calibration - parts orders and reports
Fellows		7375		Classic 130 Comparator	C77000		calibration - parts orders and reports
Fellows		7375		Epic 30 Comparator			calibration - parts orders and reports
Fellows		7375		Mercury Arc test stand			master machines for lens calibration - parts orders and reports
Fellows		7375		[5] Service Kits - [1] Complete; [4] partials			calibration - parts orders and reports
Fellows		7375		AC-4001 inspection master kit #7	632		master machines for lens calibration - parts orders and reports
Fellows		7375		HP-6500C Laser Head			calibration - parts orders and reports
Fellows		7375		HP-5505A Laser Display			master machines for lens calibration - parts orders and reports
Fellows		7375		HP-5510 A Compensator			calibration - parts orders and reports
Fellows		7375		HP-5150A Thermal Printer			master machines for lens calibration - parts orders and reports
Fellows		7375		HP Reflector Mount			calibration - parts orders and reports

F-904

T-384 P.055/068

+12182552632

FROM-PARK LEGAL

12:50pm

06-20-2002

06-20-2002 12:51 PM

Co	Item #	Dept	Qty	Item #	Description	Serial #	Asset #	Notes
Fellows		7375			HF-10565B Reinolds Interferometer			master machines for lens calibration - parts orders and receipts
Fellows		7375			Related Stands and Roll-stands			master machines for lens calibration - parts orders and receipts
Fellows		7375			14" Calibrated Tree Master, used for machine alignment	35-20-0025-1		Grand Master machines used for calibration of master machines - under lock and key, in Gage Lab
Fellows	1	7375			Misc Hand Tools, eye loops, etc for lens assembly			Grand Master machines used for calibration of master machines - under lock and key, in Gage Lab
Fellows		Tally Room			Fellows Cone spacing inspection machine		50369	all
Fellows		7491		489	Mail BNP 55-9 Sero Reach-in Blast Cabinet	33928		TIN Coating Area
Fellows		7340		491	Scientific Climate System Mail PR120-9 Freezer	9899955	591	
Fellows		7340		492	Rockwell Mail 4JR Hardness Tester	7112	5529	
Fellows		7340		493	Portabla Cement Mixer			
Fellows		7340		494	Clipper Tile Cutter			
Fellows		7340		495	Portable Vacuum Unit		5780	
Fellows		7340		497	Pargobom Reach-in Type Blast Cabinet, complete with rotary table		5837	
Fellows		7340		498	Alax Salt Bath Furnace, low temp quench furnace	2751	5104	
Fellows		7340		499	Alax Salt Bath Furnace, low temp quench furnace	2502		
Fellows		7340		500	Alax Salt Bath Furnace, low temp quench furnace			
Fellows		7340		501	Mini Bt wash station			
Fellows		7340		502	Type 5001-CU Heavy Duty Electric Furnace, 2000 Degr. Fahr. Max temp, complete with controls	90068	449	
Fellows		7340		503	Type HD1-243618-CU Heavy Duty Electric Furnace, 2550 Degr. Fahr. Max temp, complete with controls	01233		
Fellows		7340		504	Type HD-394920-CU Heavy Duty Elec. Furnace, 2000 Degr. Fahr. max temp, complete with controls	96951		
Fellows		7340		505	Mail 300LXP Better spring frame machine, complete with skimmer and controls	9454	6814	
Fellows		7340		508	Hannlin Mail 1000 100-ton straightening press, complete with 22"x86" bed area	C-46225	1469	
Fellows		7340		507	Miscellaneous: Brown & Sharpe bench center, surface plate, low pressure pump, bench vice, Greenend Hydraulic Arbor Press, portable granite plate			
Fellows		7340		509	Mail GO-54 Magnaflux Particle Inspection machine, complete with black light and controls	MZ-882409		
Fellows		7340		510	Mail SB-1418 Magnaflux Particle Inspection Machine, pass-thru type	882042	5558	
Fellows		7340		511	4-station black finish tanks, complete with (2) oil quench tanks			
Fellows		7340		512a	3 Ton 30" span Shepard Niles Bridge Crane		136	
Fellows		7340		512b	5 Ton 30" span Shepard Niles Bridge Crane		120	
Fellows		7340		518	SCSI Deep Freezer	9898908	8813	
Fellows		7440		518	Mail GO-54 Magnaflux Particle Inspection machine, table-top, complete with black light	MZ71050		
Fellows		7440		519	Type SG-011 Magnaflux Particle Inspection Machine	47122		
Fellows		7440		520	Leeds & Northrup Steam Horn Heat Treat Furnace, type 10528-381X, complete with 32" diameter basket	79-25782-1-1		
Fellows		7440		521	Leeds & Northrup Steam Horn Heat Treat Furnace, type 10528-B-38-10	1740097	5526	
Fellows		7440		522	Leeds & Northrup Horn Heat Treat Furnace, 1400 Degr. Fahr. Max temp complete with controls	32334-9		
Fellows		7440		523	Leeds & Northrup Horn Heat Treat Furnace, 1400 deg. Fahr max temp, complete with controls			
Fellows		7440		524	Rockwell Mail 4JR Hardness Tester	6823		

Co	Item #	Dept	Item #	Description	Serial #	Asset #	Notes
Fellows		7440	525	Hammond Mdl DPK30 Read-In Type Blast Cabinet, complete with read-in system	718		
Fellows		7440	526	Fluid Therm Super Right Surface Coating System, complete with controls			Superdie
Fellows		7440	527	4-stage Tool Steel Heat Treating System consisting of (4) block ovens, Leads & Northup controls, max temp 2400 degs Fahr			
Fellows		7440	528	Pangborn Type 532N-2 Read-In Type Blast Cabinet	4227		
Fellows		7440	529	Pangborn Mdl 200CA-2 Dust Control System	200CA-2-0245	1503	
Fellows		7440	530	Walker Turner 20" Floor Type Drill Press	117	1567	
Fellows		7440	531	Diehl High Speed Bench Type Drill			
Fellows		7440	532	30" 3pm 3 Ton Shepard Mlas Top Running Bridge Crane		42	
Fellows		7472	533	Oliver of Adrian Mdl REC2 5-axis Tool & Cutter Grinder			Finals - Cutters, auto-operation
Fellows		7472	534	Bryant Mdl 1116 ID Grinder		1512	Hole Line Cutters
Fellows		7472	535	Norton Plain Cylindrical Grinder	C12111	879	for cams
Fellows		7472	536	Whitton Style 842-1880-100 Rotary Surface Tool grinder, complete with 8" wheel, 3800 RPM to grind	301017	1203	OS Walker (Faceback)
Fellows		7472	537	Whitton Style 842-1880-100 Rotary Surface Tool grinder, complete with 8" wheel, 3600 RPM to spindle		914	OS Walker (Faceback)
Fellows		7472	538	Heald Mdl 272 plain ID Grinder, complete with 10" magnetic chuck, AC motor and push button controls	37640	1908	chairs
Fellows		7472	539	Heald Mdl 171 plain ID grinder, complete with 8" magnetic chuck, 27000 RPM grinding spindle	33848	1893	holes (heads work)
Fellows		7472	540	Brown & Sharpe 46 6"x18" planity/indical grinder		1457	shank C/D's
Fellows		7472	541	Cheninat Mdl R-58 Plain Cylindrical Grinder, complete with pneumatic draw bar, powered head stock, automatic plating		1937	sea phone #59, O.D. Reduce
Fellows		7472	542	Bench Center Test Station		8081	Hole Line Inspection
Fellows		7472	543	Rockwell Mdl 3JR Hardness Tester	3JR-7648		Hole Line Inspection
Fellows		7472	544	Arter Mdl A1-12 12" Rotary Surface Grinder	3466	1588	Hole Line 5 Degr Face
Fellows		7472	545	Bryant Mdl 1112 ID Grinder, 18200 RPM Spindle speed, complete with 10" magnetic chuck		1141	hole grind
Fellows		7476	546	Norton 10"x48" plain cylindrical grinder, complete with power head stock			
Fellows		7476	547	Tell Pieces 8" rotary surface grinder	13828	1018	cam grind
Fellows		7476	548	Heald Mdl 161 Rotary Surface Grinder, complete with 10" magnetic chuck, controls	251	1515	shank cutter sharpen
Fellows		7476	549	Heald Mdl 281 18" Rotary Surface Grinder, complete with electromagnetic chuck		1868	disc cutter sharpen
Fellows		7476	550	[2] Tool & Cutter Grinders, complete with AC motor & push button controls	43688	1913	disc cutter sharpen
Fellows		7476				910	helical sharpen hand operated
Fellows		7476				943	
Fellows		7476	551	Norton 12"x48" Universal Cylindrical Grinder, complete with power head stock, Norton sensitivity gage			
Fellows		7476	552	Leblond #2 Tool & Cutter Grinder	2046	1678	O.D. grinder (large cutters)
Fellows		7420	553	Jones & Lamson Mdl PC-14A Optical Comparator	E-46518	1569	Finals Hole Line ?
Fellows		7420	554	Jones & Lamson 14" Optical Comparator			Finals inspection
Fellows		7420	555	Jones & Lamson 14" Optical Comparator		5636	Finals inspection
Fellows		7420	556	Jones & Lamson 14" Optical Comparator		5034	Finals inspection
Fellows		7420	557	Fellows Test Stand		5190	Finals inspection
Fellows		7420	558	6"x18" Abrasive Hand Feed Surface Grinder, complete with 2 axis Acu-rite digital readout	752	1308	Keyway Grind
Fellows		7476	559	6"x18" Abrasive Hand Feed Surface Grinder, complete with 2 axis Acu-rite digital readout	922	1231	Keyway Grind
Fellows		7476	560	15"x24" Granite Surface Plate, complete with microscope			Keyway Grind

T-384 P.057/068 T-904

+12162652832

From-PARK LEGAL 12:51 PM 08-20-2002

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows		7477	581	Latent #2 Tool & Cutter Grinder		1942	Form Grind
Fellows		7477	582	[2] Double End Buffing Jacks, complete with [2] Starnvent dust collectors			
Fellows		7477	583	Jones & Lamson 14" Optical Comparator		5015	Form Grind
Fellows		7477	584	Jones & Lamson 14" Optical Comparator		5016	Form Grind
Fellows		7477	585	Jones & Lamson 14" Optical Comparator		5012	Form Grind
Fellows		7477	586	Brown & Sharpe #F13 Universal Tool & Cutter Grinder, complete with power head stock	525-13-821	1851	Pinch (Life Line)
Fellows		7477	587	Cincinnati #2 Tool & Cutter Grinder	1D2T1H115	1914	Form Grind Radius
Fellows		7477	588	Cincinnati #2 Tool & Cutter Grinder	1D2T1L-1250	1225	Form Grind Radius
Fellows		7477	589	Cincinnati #2 Tool & Cutter Grinder	1D2T1K-503	1149	Form Grind Radius
Fellows		7477	570	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-215	1215	Form Grind Radius
Fellows		7477	571	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-1249	1229	Form Grind
Fellows		7477	572	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-1244	1224	Form Grind
Fellows		7477	573	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-1217	1217	Form Grind
Fellows		7477	574	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-1243	1223	Form Grind
Fellows		7477	575	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1L-1247	1221	Form Grind
Fellows		7477	576	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1K-399	1089	Form Grind
Fellows		7477	577	Cincinnati #2 Tool & Cutter Grinder, complete with diaform grinding attachment	1D2T1K-504	1186	Form Grind
Fellows		7477	578	Cincinnati #2 Tool & Cutter Grinder	1D2T1K-395	1088	Form Grind
Fellows		7477	579	Cincinnati #2 Tool & Cutter Grinder	1D2T1L-619	1042	Form Grind
Fellows		7477	580	Cincinnati #2 Tool & Cutter Grinder	1D2T1L-214	1213	Form Grind
Fellows		7477	581	Cincinnati #2 Tool & Cutter Grinder	1D2T1J-878	1957	Missing Spindle
Fellows		7477	582	Norton Tool & Cutter Grinder, complete with power rotary head stock	H1599	1047	Shank O.D.'s
Fellows		7477	583	Cam Grinder (currently not in use)		1645	Form Grind (junk)
Fellows		7477	584	Saginaw Form Grinder (currently not in use)		884	Form Grind (runable)
Fellows		7477	585	Saginaw Form Grinder (currently not in use)		856	Form Grind (runable)
Fellows		7477	586	Sandor 6"x12" Hand Feed Surface Grinder		1554	Form Grind
Fellows		7477	587	Diaform Setting Stand	163731M	6277	Form Grind
Fellows		7477	588	Diaform Setting Stand		6278	Form Grind
Fellows		7477	589	Diaform Setting Stand		6279	Form Grind
Fellows		7477	590	Jones & Lamson 30" Optical Comparator		6045	Form Grind
Fellows		7477	591	Jones & Lamson 30" Optical Comparator		6044	Form Grind
Fellows		7477	592	Jones & Lamson 30" Optical Comparator		5043	Form Grind
Fellows		7477	593	Jones & Lamson 30" Optical Comparator		5049	Form Grind
Fellows		7477	594	Jones & Lamson 30" Optical Comparator		5046	Form Grind
Fellows		7477	595	Jones & Lamson 30" Optical Comparator		5047	Form Grind
Fellows		7477	596	Jones & Lamson Met FC30 Optical Comparator		6274	Form Grind
Fellows		7477	597	Jones & Lamson 30" Optical Comparator, complete with base		6488	Form Grind
Fellows		7477	598	Jones & Lamson 14" Optical Comparator		5017	Form Grind
Fellows		7477	599	Jones & Lamson 14" Optical Comparator		5019	Form Grind
Fellows		7477	600	Jones & Lamson 14" Optical Comparator		5028	Form Grind
Fellows		7477	601	Miscellaneous in Form Grind Area: double end pedestal grinder, dia form bench, vice			Form Grind
Fellows		7477	602	Met BS-100 Mark 12 Horizontal Bandway, complete with built welding & grinding attachment, bench type	708145	2018	Form Grind

T-904

T-984

+12182652932

FROM-PARK LEGAL

12:51 PM

06-20-2002

Co	Item #	Dept	Inv Item #	Description	Serial #	Asset #	Notes
Fellows		7477	600	Jones & Lamson 14" Epic Optical Comparator, complete with 2-axis digital readout, lenses	EPIC 14		Form Grind
Fellows		7477	604	Jones & Lamson 14" Optical Comparator		5023	Form Grind
Fellows		7477	605	Jones & Lamson 14" Optical Comparator		5031	Form Grind
Fellows		7477	606	Hong Super 612 6"x12" Hand Feed Surfaces Grinder	60241	1816	Form Grind
Fellows		7477	607	Brown & Sharpe 8"x14" Hydraulic Power Feed Surface Grinder, complete with wizard 2-axis digital readout	623-8181-7921	1982	Form Grind
Fellows		7477	608	Fellows Plate Grinder		1282	Form Grind Hand Operated
Fellows		7477	609	Fellows Plate Grinder		1283	Form Grind Hand Operated
Fellows		7350	610	Miscellaneous Maintenance Shop: motors, transformers, lights, benches, cabinets, tables, surfaces, plates, parts, storage area, etc.			Machine repair
Fellows		7350	611	[2] Pedestal grinders			Machine repair
Fellows		7360	612	Deke 75 ton 75HP garage type Abror Press, complete with 44" between uprights	144327		Machine repair
Fellows		7350	613	[2] Wash Tanks			Machine repair
Fellows		7350	614	Deall 16" Horizontal Bandsaw, complete with built welding and grinding attachment	36608		Machine repair
Fellows		7350	615	Walker & Turner 20" Floor Type Drill Press	2944		Machine repair
Fellows		7360	616	Clearenan 26" Geared Head Floor Type Drill Press	38515	1922	Machine repair
Fellows		7360	617	5 Ton Abail Howe 30" span Dual Grinder Top Running Bridge Crane		139	Machine repair
Fellows		7350	618	5 Ton Abail Howe 30" span Dual Grinder Top Running Bridge Crane		138	Machine repair
Fellows		7360	619	5 Ton Abail Howe 30" span Dual Grinder Top Running Bridge Crane		137	Machine repair
Fellows		7360	620	[2] Fellows Cam Former Inspection Machines for involute cutter grinders		1327	Machine repair
Fellows		7360	621	Handley 18"x60" Geared Head Engine Lathe, complete with taper attachment, 3-jaw chuck, tool post, spindle speeds 16-1050 RPM	29683H58	931	Machine Repair
Fellows		7360	622	Bridgeport Round Over Arm Vertical Milling Machine, complete with 9"x32" table, spindle speeds 80-2720 RPM	12BR135808		Machine Repair
Fellows		7350	623	83B Abrasive Surface Grinder			Machine Repair
Fellows		7350	624	After Mid 1-3 12" Rotary Surface Grinder	290		Machine Repair
Fellows		7350	625	Southbend Mid A Bench Type Lathe, complete with Diehl Bench Type Drill Press	47916NA71C		Machine Repair
Fellows		7474	626	Reishauer Type AZA-K Gear Grinder, complete with coolant and separator tank, controls (1983)	54400-36	2023	See Photo #60 - New 1983
Fellows		7474	627	Reishauer Type AZA-K Gear Grinder, complete with coolant and separator tank, controls (1983)	54400-37	2024	New 1983
Fellows		7474	628	Fellows / Reishauer Grinder, complete with Coolant tank, controls	31270	1983	Condition questionable
Fellows		7474	629	Fellows / Reishauer Grinder, complete with Coolant tank, controls		1904	Condition questionable
Fellows		7474	630	Fellows / Reishauer Grinder, complete with Coolant tank, controls		1924	Condition questionable (ZA)
Fellows		7474	631	Reishauer Tool Grinder, Dia. Lappers		1959	
Fellows		7474	632	Reishauer Tool Grinder, Dia. Lappers		1976	
Fellows		7474	633	Reishauer Tool Grinder, Dia. Lappers		1812	
Fellows		7474	634	Fellows Work Gear Grinder		1724	Fine Pitch Cutters
Fellows		7474	635	Fellows Wheel Forming Machine		1723	Form Reishauer Wheels
Fellows		7474	636	Double End Buffer, with dust collector			
Fellows		7475	637	Fellows Mill 11-B Gear Grinding Machine		1286	CA13, Spur Work, Difficult to run
Fellows		7475	638	Fellows Mill 11-B Gear Grinding Machine		1281	CA13, Spur Work, Difficult to run

T-884 P.058/068 T-904

+12182652632

From-PARK LEGAL

06-20-2002 12:52 PM

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows	639	7475		Fellows Mdl 11-9 Gear Grinding Machine		1263	CA13, 3yr Work, Difficult to run
Fellows	640	7420		Jones & Lamson 14" Optical Comparator		5014	Reishauer Inspection Booth
Fellows	641	7420		Jones & Lamson 14" Optical Comparator		5018	Reishauer Inspection Booth
Fellows	642	7420		Jones & Lamson 14" Optical Comparator		5029	Reishauer Inspection Booth
Fellows	643	7420		Morris 3" Bench Type Surfaces Grinder		1509	Reishauer Inspection Booth
Fellows	644	7420		Fellows Test Stand		5189	Reishauer Inspection Booth
Fellows	645	7420		Fellows Mdl 12M Involute Measuring Machine	28868	6180	Reishauer Inspection Booth
Fellows	646	7420		Fellows Mdl 12M Involute Measuring Machine	32602	5353	Reishauer Inspection Booth
Fellows	647	7420		Fellows Mdl 12M Involute Measuring Machine	32016	6258	Reishauer Inspection Booth
Fellows	648	7420		Hoffman Type EO-RE Balancing Machine	6238452	1771	Reishauer Inspection Booth
Fellows	649	7420		Jones & Lamson Mdl PC-14A Optical Comparator	C-620283	6497	Reishauer Inspection Booth
Fellows	650	7420		Jones & Lamson Mdl PC-14A Optical Comparator	C-620282	6488	Reishauer Inspection Booth
Fellows	651	7420		Fellows Mdl 12H Lead Measuring Machine	29283	5217	Reishauer Inspection Booth
						6280	
						6246	
						5184	
Fellows	652	7420		Fellows Tooling Set, with 45 bench stations		5187	Reishauer Inspection Booth
Fellows	653	7420		Fellows #4 Redliner Testing Machine	30089	5685	Reishauer Inspection Booth
Fellows	654	7420		Jones & Lamson Mdl PC-14A Optical Comparator	E-46875	6473	Reishauer Inspection Booth
Fellows	655	7420		Jones & Lamson Mdl PC 30" Optical Comparator		5042	Reishauer Inspection Booth
Fellows	656	7420		Jones & Lamson Mdl PC 30" Optical Comparator		5041	Reishauer Inspection Booth
Fellows	657	7473		Fellows Mdl 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser	15310	2013	Built 1983
Fellows	658	7473		Fellows Mdl 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser	15311	2014	
Fellows	659	7473		Fellows Mdl 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser	15312	2015	
Fellows	660	7473		Fellows Mdl 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser	15309	2012	
Fellows	661	7473		Fellows Mdl 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser	15308	2011	
Fellows	662	7473		Fellows Mdl 1530 CNC Shaper Cutter Gear Grinder, complete with 2001 GE Fanuc Powermate controls		2004	
Fellows	663	7473		Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control	15002	1970	All need new controls, some do run
Fellows	664	7473		Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control	15003	1987	All need new controls, some do run
Fellows	665	7473		Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control	15004	1986	All need new controls, some do run
Fellows	667	7473		Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control	15001	1989	All need new controls, some do run
Fellows	668	7473		Fellows 12-20 Shaper Cutter Grinder, complete with Fellows processor control		1982	All need new controls, some do run
Fellows	669	7473		Fellows 12-20 Shaper Cutter Grinder, complete with Fellows processor control		1133	All need new controls, some do run
Fellows	670	7473		Fellows #12 Shaper Cutter Grinder, 15"		1068	Exit door #7 (junk)
Fellows	671	7473		Fellows #12 Shaper Cutter Grinder		1165	Exit door #7 (junk)
Fellows	672	7473		Labford #2 Tool & Cutter Grinder		1417	
Fellows	673	7473		Jones & Lamson Thread Grinder (all in)		1148	Junk
Fellows	674	7473		Fellows 30" CNC Shaper Cutter Grinder with 2001 Fanuc Control	15307	2010	
Fellows	676	7473		Fellows Mdl 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control		2009	
Fellows	678	7473		Fellows Mdl 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control		2008	
Fellows	677	7473		Fellows Mdl 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control		2007	

T-384 P.060/068 T-904

+12162852632

06-20-2002 12:52pm From-PARK LEGAL

Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows		7473	678	Fellows Mdl 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control		2006	
Fellows		7473	679	Fellows Mdl 1530 CNC Shaper Cutter Grinder, complete with 2001 GE Fanuc Powermate Controls		2005	
Fellows		7473	680	Fellows 20" Shaper Cutter Grinder		1168	Back side
Fellows		7473	681	Fellows 15" Shaper Cutter Grinder		1135	Back side
Fellows		7473	682	Fellows 15" Shaper Cutter Grinder		1164	Back side
Fellows		7473	683	Fellows 15" Shaper Cutter Grinder		1132	junk, back side
Fellows		7473	684	Fellows 15" Shaper Cutter Grinder		1191	junk, back side
Fellows		7473	685	Fellows 20" Shaper Cutter Grinder		1176	Back side
Fellows		7473	686	Fellows 15" Shaper Cutter Grinder		1134	Back side
Fellows		7473	687	Fellows 15" Shaper Cutter Grinder		1184	Back side
Fellows		7473	688	Fellows 15" Shaper Cutter Grinder		1128	Back side
Fellows		7473	689	Fellows 15" Shaper Cutter Grinder		1122	Back side
Fellows		7473	690	Fellows 15" Shaper Cutter Grinder		1126	Back side
Fellows		7473	691	Fellows 10" Shaper Cutter Grinder - Involute Masters		1121	Back side
Fellows		7420	692	Jones & Lamson 14" Optical Comparator		5028	Inspection Booth
Fellows		7420	693	Jones & Lamson 14" Optical Comparator		5027	Inspection Booth
Fellows		7420	694	Jones & Lamson 14" Optical Comparator		5024	Inspection Booth
Fellows		7420	695	Jones & Lamson 14" Optical Comparator		5023	Inspection Booth
Fellows		7420	696	Jones & Lamson 14" Optical Comparator		5025	Inspection Booth
Fellows		7420	697	Jones & Lamson 14" Optical Comparator		5020	Inspection Booth
Fellows		7420	698	Jones & Lamson 14" Optical Comparator	C-520281	5022	Inspection Booth
Fellows		7420	699	Fellows Mdl 12M Involute Measuring Machine	26524	6486	Inspection Booth
Fellows		7420	700	Fellows Mdl 12M Involute Measuring Machine	34287	6215	Inspection Booth
Fellows		7420	701	Fellows Mdl 12M Involute Measuring Machine	32219	6539	Inspection Booth
Fellows		7420	702	Fellows Mdl 12M Involute Measuring Machine	19822	6214	Inspection Booth
Fellows		7420	703	Fellows Mdl 12M Involute Measuring Machine	21554	6205	Inspection Booth
Fellows		7420	704	Fellows Mdl 12M Involute Measuring Machine	24114	6541	Inspection Booth
Fellows		7420	705	Fellows Mdl 12M Involute Measuring Machine	28410	6183	Inspection Booth
Fellows		7420	706	Fellows Mdl 12M Involute Measuring Machine	17082	6185	Inspection Booth
Fellows		7420	707	Fellows Mdl 12M Involute Measuring Machine	28900	6210	Inspection Booth
Fellows		7420	708	Fellows Mdl 12M Involute Measuring Machine	34286	6540	Inspection Booth
Fellows		7420	709	Fellows Mdl 12M Involute Measuring Machine	33827	6518	Inspection Booth
Fellows		7420	710	Fellows Mdl 12H Lead Measuring Machine	32017	6212	Inspection Booth
Fellows		7420	711	Fellows Mdl 12H Lead Measuring Machine	30608	6441	Inspection Booth
Fellows		7420	712	Fellows Mdl 12H Lead Measuring Machine	30655	6220	Inspection Booth
Fellows		7420	713	Fellows Mdl 12H Lead Measuring Machine	33098-668		Inspection Booth
Fellows		7420	714	Fellows Mdl 12H Lead Measuring Machine	28076	6219	Inspection Booth
Fellows		7420	715	Rockwell Mdl 3.81 Hardness Tester	9478	6138	Inspection Booth
Fellows		7420	716	Rockwell Mdl 3.81 Hardness Tester	1538	6142	Inspection Booth
Fellows		7420	717	Jones & Lamson Epic 30" Optical Comparator		6370	Inspection Booth
Fellows		7420	718	Jones & Lamson Epic 30" Optical Comparator		6371	Inspection Booth
Fellows		7420	719	Vimeo Mdl 55-61 Test Stand	55-2241	6074	Inspection Booth
Fellows		7420	720	Fellows 98 Tooth Index Measuring Machine	32254	6293	Inspection Booth
Fellows		7420	721	Fellows 98 Microscope Inspection Machine, complete with chart recorder, digital display	39680		Inspection Booth
Fellows		7473	722	Fellows 15" Shaper Cutter Grinder		1138	Front (N of office)
Fellows		7473	723	Fellows 15" Shaper Cutter Grinder		1174	Front (N of office)
Fellows		7473	724	Fellows 15" Shaper Cutter Grinder		1175	Front (N of office)
Fellows		7473	725	Fellows 15" Shaper Cutter Grinder		1068	Front (N of office)
Fellows		7473	726	Fellows 15" Shaper Cutter Grinder		1177	Front (N of office)
Fellows		7473	727	Fellows 15" Shaper Cutter Grinder		1123	Front (N of office)
Fellows		7473	728	Fellows 15" Shaper Cutter Grinder		1171	Front (N of office)

TRADEMARK

REEL: 004721 FRAME: 0898

Co	Item #	Dept	Inv Item #	Description	Serial #	Asset #	Notes
Fellows	729	7473		Fellows 15" Shaper Cutter Grinder		1130	Front (N of office)
Fellows	730	7473		Fellows 20" Shaper Cutter Grinder		1187	Front (N of office)
Fellows	731	7473		Fellows 20" Shaper Cutter Grinder		1128	Front (N of office)
Fellows	732	7473		Fellows 20" Shaper Cutter Grinder		1123	Front (N of office)
Fellows	733	7473		Fellows 20" Shaper Cutter Grinder		1190	Front (N of office)
Fellows	734	7473		Fellows 20" Shaper Cutter Grinder		1188	Front (N of office)
Fellows	735	7473		Fellows 10" Shaper Cutter Grinder		1173	Shank Type Tools, Involute Grind
Fellows	736	7473		Fellows 7" Shaper Cutter Grinder		1187	Shank Type Tools, Involute Grind
Fellows	737	7473		Fellows Shaper Cutter Grinder		1049	Shank Type Tools, Involute Grind
Fellows	738	7473		Fellows 20" Shaper Cutter Grinder		1035	Shank Type Tools, Involute Grind
Fellows	739	7473		Fellows 7" Shaper Cutter Grinder		1036	Shank Type Tools, Involute Grind
Fellows	740	7473		Fellows 7" Shaper Cutter Grinder		1050	Shank Type Tools, Involute Grind
Fellows	741	7473		Fellows 7" Shaper Cutter Grinder		1179	Shank Type Tools, Involute Grind
Fellows	742	7473		Fellows 10" Shaper Cutter Grinder		1170	Shank Type Tools, Involute Grind
Fellows	743	7472		Bridgeport Series 12HP CNC Vertical Milling Machine, complete with Bridgeport Tension controls, 3-axis digital readout, rotary table		1893	
Fellows	744	7472		Kearney & Trecker 15 HP Horizontal Milling Machine, complete with 10"x34" T-slotted table, spindle speeds 15-1600 RPM, laser attachment, rotary dividing head	9-4279	1433	
Fellows	745	7472		Brown & Sharps #3 Plain Cylindrical Grinder		1247	
Fellows	746	7472		Kearney & Trecker 13 HP Horizontal Milling Machine, complete with 10"x34" T-slotted table, spindle speeds 15-1600 RPM, laser attachment, rotary dividing head	42-8500	1928	
Fellows	747	7472		Kearney & Trecker 10 HP Horizontal Milling Machine, complete with 10"x34" T-slotted table, spindle speeds 15-1600 RPM, laser attachment, rotary dividing head	3-7613	1482	
Fellows	748	7472		Kent Owens Horizontal Production Mill, complete with dividing head, controls		872	no value
Fellows	749	7472		Kent Owens Horizontal Production Mill, complete with dividing head, controls		1283	no value
Fellows	750	7472		Kent Owens Horizontal Production Mill, complete with dividing head, controls		854	no value
Fellows	751	7472		Van Norman #22 Universal Milling Machine, complete with 12"x42" table, 14" gear powered rotary table		925	no value
Fellows	752	7472		Kearney & Trecker Mid H Horizontal Milling Machine, complete with 10"x45" table, right angle head, dividing head	675254	1952	no value
Fellows	753	7472		Technica Mid 28M-150 Center Lapping Machine	30183082	1738	
Fellows	754	7472		Bryant 6"x50" Center Lapping Machine	C-14703	2046	
Fellows	755	7472		Excalibur Center Lapping Machine, 6"x50" capacity		1142	
Fellows	756	7472		Metro Mid MH-1600E Universal 4-axis CNC Machining Center, complete with 20" table, Phillips Metro CNC controls, right angle head attachment	E6430	2080	Leased through CRDC
Fellows	757	7472		Metro Mid MH1700C Universal 4-axis CNC Machining Center, complete with 24" table, Mid 432 Metro controls, right angle head attachment	E-1395	2020	New 1983, See Photo #65
Fellows	758	7472		Cincinnati Horizontal Milling Machine, complete with 10"x30" table		1808	Kearney Mill
Fellows	759	7472		Pratt & Whitney Type P630 Gear Hobber	5830-9/198	1978	
Fellows	760	7472		Fellows Type 6 Gear Shaping Machine, complete with 4" riser	29687SPEC	1670	Real special work, very low value
Fellows	761	7472		Fellows Type 7A High Speed Gear Shaper	31178SPEC	1949	?
Fellows	762	7472		Fellows Gear Shaper, complete with 8" riser	21691	1851	?
Fellows	763	7472		Fellows Mid 10-4 Gear Shaper	36277	1880	
Fellows	764	7472		Fellows Mid 10-4 Gear Shaper	35035	1949	
Fellows	765	7472		Fellows Mid FH-200 Gear Hobber	35574	1893	

F-904 T-384 P.082/088

+12162852832

FROM-PARK LEGAL

05-20-2002 12:53pm



Co	Item #	Dept	Nov Item #	Description	Serial #	Asset #	Notes
Fellows		7472	766	Fellows Mill FH-200 Gear Hubber	35301	2028	
Fellows		7472	767	Blanchard #11 Rotary Surface Grinder, complete with 20" electro-mech. magnetic chuck, feed indicator, coolant			
Fellows		7472	768	Jones & Lamson Mdl 7A Universal Turret Lathe	13681	1805	
Fellows		7472	769	G&H Lance Boring Machine, complete with controls		973	
Fellows		7472	770	Fellows Gear Shaper, complete with riser, gear rotating fixture		1927	drilling shave tools
Fellows		7472	771	6"x18" Abrasive Surface Grinder		1780	"gear" grooving of shave tools, no value
Fellows		7472	772	Arar Mdl A1-12 Rotary Surface Grinder	699	1229	?
Fellows		7472	773	Cincinnati #2M Vertical Milling Machine, complete with 10"x30" table	3233	1603	?
Fellows		7472	774	Fellows Grooving Machine, shave tools		688	?
Fellows		7472	775	Fellows Grooving Machine, shave tools		1583	no value
Fellows		7472	776	Fellows Grooving Machine, shave tools		1583-911	no value
Fellows		7472	777	Fellows Grooving Machine, shave tools		1683-912	no value
Fellows		7472	778	Lapointe Mdl HP 20" Horizontal Boring Machine		1592	no value
Fellows		7472	779	Jones & Lamson Mdl S-3 Universal Turret Lathe, complete with Collet chuck, coolant, 4-position turret	47004	1910	
Fellows		7472	780	Nichols Horizontal Hand Milling Machine		1947	
Fellows		7472	781	Hammond Single End Carbide Tool Grinder	222834	1976	
Fellows		7472	782	Jones & Lamson Mdl TNC-A CNC Slant Bed Lathe, complete with GNO series CNC controls, 8-position turret, 8-station tool drum, power tailstock, chip conveyor		1583	
Fellows		7472	783	Jones & Lamson Mdl TNC-4516 CNC Chuck Turret Lathe, complete with 3-jaw chuck, 8-position turret, GE Fanuc AT controls	578652	2016	
Fellows		7472	784	Jones & Lamson Mdl TNC-A CNC Slant Bed Lathe, complete with 8-position turret, 8-position drum, GMA series controls	236492	1818	
Fellows		7472	785	Jones & Lamson Mdl 210 CNC Slant Bed Lathe		1991	
Fellows		7472	786	Cincinnati #2 Tool & Cutter Grinder, complete with Hydo Tap Grinding fixture	23800	2035	Needs work, but good machine
Fellows		7472	787	Cincinnati #2 Tool & Cutter Grinder	102754-582	1682	
Fellows		7472	788	Cincinnati #2 Tool & Cutter Grinder		1180	
Fellows		7472	789	[2] Assorted Double End Grinders		1928	
Fellows		7472	790	Union Twist Drill Shaper Cutter		1210	
Fellows		7472	791	Jones & Lamson 30" Optical Comparator		8163	
Fellows		7472	792	Jones & Lamson 14" Optical Comparator		976	
Fellows		7472	793	Jones & Lamson 14" Optical Comparator		5048	
Fellows		5420	794	R&D Room: Caplata, benches, racks, etc		5013	
Fellows		5420	795	5 Ton 30' Span bridge crane		5021	
Fellows		7530	796	Industrial Engineering office: desks, table, chairs, computers, etc			

T-388 P.083/088 T-904

+12182652632

FROM-PARK LEGAL

06-20-2002 12:57 PM

**Schedule 2.01 (iii)**

No Assumed Contracts

T-385 P.064/068 F-904

+12162652632

06-20-2002 12:57pm From-PARK LEGAL

Schedule 2.03 (iv)

~~To be attached at Closing~~

None.

9/18/03  
pmc

Schedule 3.04

Schedule of equipment/parts that belong to customers that are located at the Springfield Facility:

ITEM	LOCATION	OWNER
1. Hydraulic Crimp Machine	Fellows assy.	Omni Services
2. Vending Machines	Throughout Facility	Terry Stewart
3. 50-8 Fellows Shaper	Fellows Assy.	P&W
4. (2) FS-630 Shapers	Fellows Assy.	Perry Tech.
5. Side Trimmer	Fellows Assy.	DCX
6. Involute/Lead Masters	Gage Control	
Prod. Order	Master Type	
100003336	Inv. s/n 525	Gage Control
100003337	Inv. s/n 1180	Gage Control
100003339	Inv. s/n 480	Gage Control
100003338	Inv. s/n 414	Gage Control
100003827	Inv. s/n 345	Gage Control
100003867	Inv. s/n 258	Gage Control
100003826	Lead s/n 249	Gage Control
100003866	Lead s/n 2888	Gage Control
100003335	Lead s/n 328	Gage Control
7. Cutting Tools		
Quantity		
10 Cam	Cutter Dept.	Briggs & Stratton
11 Shank	Cutter Dept.	Bruckner Supply
2 Shank	Cutter Dept.	Pratt & Whitney
3 Disc	Cutter Dept.	Cooper Tools
2 Disc	Cutter Dept.	Ash Gear
2 Shank	Cutter Dept.	Woodward
1 Disc	Cutter Dept.	Hamilton Sundstrand
10 Disc	Cutter Dept.	R.H. Shepard
1 Disc	Cutter Dept.	Briggs & Stratton
2 Disc	Cutter Dept.	Pratt & Whitney Canada
1 Disc	Cutter Dept.	Hamilton Sundstrand

1 Disc	Cutter Dept.	Caterpillar
2 Disc	Cutter Dept.	Cincinnati Machine
5 Disc	Cutter Dept.	Bruckner Supply
1 Shank	Cutter Dept.	Allied Signal
1 Master	Cutter Dept.	Briggs & Stratton
3 Disc	Cutter Dept.	Langston Division
5 Disc	Cutter Dept.	Chrysler Kokomo
3 Disc	Cutter Dept.	Pace Performance Ind.
3 Shank	Cutter Dept.	Moog Aircraft
2 Disc	Cutter Dept.	Hamilton Sundstrand
1 Disc	Cutter Dept.	Gear Research
1 Disc	Cutter Dept.	Auburn Gear

#### 8. Workhead Repair

Order #	Sales Order		
RS-69306	400001349	Workhead	Torrington
RS-69307	400001350	Workhead	Torrington
RS-69372	400001657	Workhead	Delphi Saginaw-Athens
RS-69373	400001658	Workhead Teardown	American Axle
RS-69313	400001671	Workhead	GKN Mebane
RS-69309	400001427	Workhead	INA Bearing

#### 9. Wheelhead Repair

RW-69333	400001462	Wheelhead	K&S Industrial Service
RW-69334	400001463	Wheelhead	K&S Industrial Service
RW-69353	400001693	Wheelhead	Setech
RW-69352	400001692	Wheelhead	Setech
RW-69335	400001491	Wheelhead	Eaton
RW-69221	400000638	Wheelhead	GKN
RW-69327		Wheelhead	Pratt & Whitney

10. Pay Telephones	4 locations	Vtel
11. UPS Computers	Shipping	UPS
12. Formscam 6100 Federal	Bryant Inspection Room	Delphi
13. (10) Wheelheads	East end of low bay assy.	Delphi
14. (5) Airtronic Gauges	Bryant Assembly	Dana
15. Microcentric Fixtures	Bryant Assembly	Dana
16. Runoff Parts (2-6-1441)	Bryant Assembly	Dana
Quantity-6685		
17. Moore Air Gauge	Bryant Assembly	Dana

## 18. Grid Rings and Tool

Bryant Assembly

Dana

## 19. Circuit board Repair

Board#	Sales Order	Vendor	
2E9124	400001096	Vendor	Torrington
2E9124	400001095	Vendor	Torrington
2E9124	-	Unknown	Torrington
2E1097-6	-	Unknown	Torrington
2E9209	400001344	Vendor	Torrington
2K9189	-	Unknown	Torrington
2K9198	-	Receiving Dept.	Torrington
2E299-2		Receiving Dept.	Siemens
2E1378		Receiving Dept.	Siemens
2E299-10		Unknown	Siemens
2E299-15		Unknown	Siemens
2E299-23(5)		Unknown	Siemens
2E299-5	400001090	Vendor	Siemens
2E299-5 (5)		Unknown	Siemens
2E299-6 (3)		Unknown	Siemens
2E299-7		Unknown	Siemens
2E299-7 (3)	400001424	Receiving	Siemens
2E299-7		Unknown	Siemens
2E329		Receiving Dept.	Siemens
2E329		Unknown	Siemens
2K9124		Vendor	Siemens
2K9164		Receiving Dept.	Siemens
2K9182		Receiving Dept.	Siemens
2E9184-1		Receiving Dept.	Siemens
2E9189		Receiving Dept.	Siemens
2K9198		Receiving Dept.	Siemens
2K9189	400001389	Vendor	Siemens
2K9452		Unknown	Siemens

## 20. Description of Cylinders (contents are buyers)

Description	Quantity
ABP Acetylene	1
ART Compressed gas-Argon	7
AWT Acetylene - size T	11
MAU 70 LB MAPP	1
NIT Compressed gas - Nitrogen	9
OXK Compressed gas - Oxygen	9
OXQ Compressed gas - Oxygen	2
TAC Compressed gas - Argon/CO2	3
TAO Compressed gas - Argon/CO2	4
Total cylinders	47

## 21. Bulk Tank

ABT Bulk Nitrogen Tank