

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--------------------------|----------|----------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | | |
| CONVEYING PARTY DATA | | | | |
| | Name | Formerly | Execution Date | Entity Type |
| | Emhart Industries, Inc. | | 05/30/2002 | CORPORATION: DELAWARE |
| | FC Acquisition Corp. | | 05/30/2002 | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA | | | | |
| Name: | Fellows Corporation | | | |
| Street Address: | Precision Drive | | | |
| City: | North Springfield | | | |
| State/Country: | VERMONT | | | |
| Postal Code: | 05156 | | | |
| Entity Type: | CORPORATION: DELAWARE | | | |
| PROPERTY NUMBERS Total: 2 | | | | |
| | Property Type | Number | Word Mark | |
| | Registration Number: | 1163454 | HYDROSTROKE | |
| | Registration Number: | 0548059 | FELLOWS | |
| CORRESPONDENCE DATA | | | | |
| Fax Number: | (815)654-5770 | | | |
| Phone: | 815-633-5300 | | | |
| Email: | rockmail@reinhardt.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: | 502067, 502066 | | | |
| NAME OF SUBMITTER: | Andrew J. Heinisch | | | |
| Signature: | /Andrew J. Heinisch/ | | | |

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Date:

02/23/2012

Total Attachments: 83

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|--|----------------------------|--|
| In re: GOLDMAN INDUSTRIAL GROUP, INC., et al., Debtors. |)))))) | Chapter 11 Case Nos. 02-10467 (MFW) (Jointly Administered) |
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**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")¹ 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:

¹ 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 3rd 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, Tray, MI 48098;
- (iv) the PBGC - Pension Benefit Guaranty Corporation, 1200 K Street N.W. 3rd 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., 11th 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:

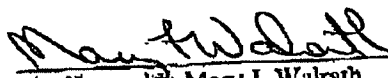
- (a) Agreement between Fellows, the Buyer and Regency as to the terms of a lease for the Fellows Real Property, which agreement shall not be unreasonably withheld;
- (b) Agreement between the Buyer and Regency as to the terms of an indemnity agreement and to the terms of an escrow agreement, which agreement 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 (III) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §361 and 363 as amended or modified and approved by the Bankruptcy Court.

"Employee Plan" has the meaning 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(G))
- (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.

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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 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,

Agreement, from the date of this Agreement until the Closing Date. Sellers (i) will give Buyer its counsel, financial advisors, auditors and other authorized representatives access to the offices, properties, Books and Records of Sellers relating to the Businesses. (ii) will furnish to Buyer its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Businesses as such Persons may reasonably request, and (iii) will instruct the agents, counsel and financial advisors of Sellers to cooperate with Buyer in its investigation of the Businesses. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Businesses of Sellers. Notwithstanding the foregoing, Buyer shall not have access to personnel records of Sellers relating to individual performance or evaluation records, medical histories or other information which in Sellers' good faith opinion is sensitive or the disclosure of which could subject Sellers to risk of liability.

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

- (i) any notice or communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
- (ii) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement;
- (iii) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge threatened against, relating to or involving or otherwise affecting Sellers or the Businesses that relate to the consummation of the transactions contemplated by this Agreement; and
- (iv) the damage or destruction by fire or other casualty of any material Purchased Asset or any material part thereof or if any material Purchased Asset or any material part thereof becomes the subject of any proceeding or, to the knowledge of Sellers, threatened proceeding, for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar action by a Governmental Entity.

(b) 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.

(c) If between the date of this Agreement and the Closing Date any of the matters referenced in Section 5.03(a)(iv) shall have occurred, then Sellers, at their option, shall either repair any damage or casualty at their expense or deliver to Buyer on the Closing Date any insurance proceeds (including without limitation, condemnation insurance proceeds), or rights to receive insurance proceeds, with respect thereto or the Purchase Price shall be reduced by such

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 ~~X~~ 2002. and the Sale Order shall not be subject to any stay. 287
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28
- (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. *7/10/02
PML*
- (e) ^{ZB} 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;
- (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.

*PKP
Kane*

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.

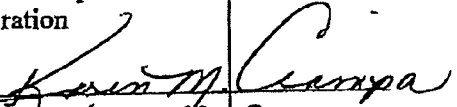
11.12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER DOCUMENT REFERRED TO IN THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THEREBY.

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

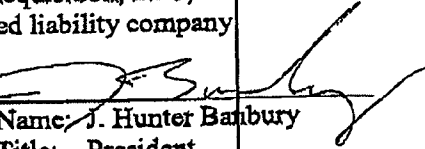
By: 
Name: Karen M. Ciampa
Title: Secretary and Asst. Treasurer

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

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Schedule 2.01 (f)

See Attached

Delaware #28327v2

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06-20-2002 12:38pm From-PARK LEGAL

| Co | Item # | Dept | Item Name & Description | Serial # | Assmt # | Notes |
|--------|--------|---------------------------|--|------------|---------|--------|
| Bryant | 7376 | Bryant Wheelhead Assembly | Misc items in Wheelhead Assembly area, consisting of storage, rollaround and file cabinets and shelving, office work benches (some with vises), wash tanks, hand presses, microfilm reader, etchin | 236212614 | R441 | |
| Bryant | 7376 | Bryant Wheelhead Assembly | IRD Portable Balancing Unit Model 350 | P 10401874 | R695 | |
| Bryant | 7376 | Bryant Wheelhead Assembly | IRD Portable Balancing Unit Model 680 | | 12322 | |
| Bryant | 7376 | Bryant Wheelhead Assembly | granite stands 48"x60.5" | 11741 | R137 | |
| Bryant | 7376 | Bryant Wheelhead Assembly | granite stands 36"x60" | H812 | R148 | |
| Bryant | 7320 | Back Room | Federal Inspection Equipment, model 70085 | 1187013 | R139 | |
| Bryant | 7340 | Heat Treat | Wilson Hardness Checker, model 3JRP8B | 146 | R108 | All |
| Bryant | 7340 | Heat Treat | Geometric Arbor Press | | R384 | All |
| Bryant | 7388 | | Homo Furnace | | R48 | All |
| Bryant | 7392 | Tool Room | Hemfin Hydraulic Press | | R272 | All |
| Bryant | 19 | | Tool Grinder | | | |
| Bryant | 34 | | Parter Pic-Flange Machine Model 1025 | | | |
| Bryant | 54 | | 2 Ton Crane | 6302010298 | | |
| Bryant | 1 | | Miscellaneous items in Whitltd Test Area: clean tank, craftsman grinder sander, s/bk, wet dry vac, table, test bank, scales | | R146 | Bryant |
| Bryant | 2 | | Test Lab Cart with scope | | R127 | Bryant |
| Bryant | 109 | | Oscillo Scope | | | |
| Bryant | 6 | | Miscellaneous items in Elec Bench Area: desks, benches with vises, test equipment, test stand, universal board programmer, computer, work benches | | R16 | Bryant |
| Bryant | 6 | | 5 Ton Crane | | R372 | All |
| Bryant | 6 | | Tubing Abrasive Cut-off Machine | | R425 | All |
| Bryant | 6 | | Deburring Machine | | | |
| Bryant | 3 | | Crown Walk-behind Electric Truck | | | |
| Bryant | 4 | | Motor Hoist | | | |
| Bryant | 5 | | Miscellaneous filtration system items | | | |
| Bryant | 6 | | Contents of Gage Room | | | |
| Bryant | 6 | | Set of Calipers, Brown & Sharpe | | | |
| Bryant | 6 | | Miscellaneous desks, tables, ladders | | | |
| Bryant | 12 | | Mist Collector | | | |
| Bryant | 13 | | Double Ended Grinder | | | |
| Bryant | 15 | | Scale Saw Rollers | | | |
| Bryant | 17 | | Miscellaneous desks, wagons, dollies, carts, stools | | | |
| Bryant | 18 | | Table Saw 38"x72" | | | |
| Bryant | 19 | | Floor Sweeper | | | |
| Bryant | 23 | | Miscellaneous Grinding Wheels in various areas | | | |
| Bryant | 28 | | Rotary Lapper (Home) | | | |
| Bryant | 30 | | Vibrating Finishing Machine | | | |
| Bryant | 31 | | Sunnert Home Model MA | | | |
| Bryant | 32 | | Alnor Dew Pointer | | | |
| Bryant | 34 | | Alex Furnace | | | |
| Bryant | 20 | | 1 Lindberg Furnace | | | |
| Bryant | 23 | | 2 Alex Furnaces | | | |
| Bryant | 28 | | VNC 76 Vertical Machining Center | | | |
| Bryant | 30 | | Miscellaneous fixtures, desks, cabinets, shelving, parts cleaner | | | |
| Bryant | 31 | | Drill Sharpener, Olives Adrian | | | |
| Bryant | 32 | | Double Ended Grinder | | | |
| Bryant | 34 | | Dual Drill Sharpener | | | |
| Bryant | | | Portable Fueling Tank | | | |
| Bryant | | | Red Devil Paint Shelter | | | |

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From-PARK LEGAL

08-20-2002 12:39pm

| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|--------|--------|-------------------------|------------|---|-----------|---------|-------|
| Bryant | 35 | CS Maintenance | | Graymill Parts Washer | | | |
| Bryant | 36 | CS Maintenance | 295 | Miscellaneous cabinets with support maintenance material (approx. 10 vac parts, hoses, filters, etc.) | 14"x72" | 30245 | R365 |
| Bryant | 37 | CS East Alele | 296 | Test Floor Cooling Unit | R-14220 | R494 | |
| Bryant | 38 | CS East Alele | 297 | Miscellaneous ladders, desks, etc. | R-14219 | R495 | |
| Bryant | 39 | CS East Alele | 298 | Large Capacity Sump Pump | R-14221 | R498 | |
| Bryant | 40 | CS Paint Department | 299 | Miscellaneous paint, transfer equipment & solvents | N-14218 | R493 | |
| Bryant | 41 | CS Steel Room | 300 | Miscellaneous banding equipment, racks, ladders, etc. | 6188 | R507 | all |
| Bryant | 42 | CS Receiving Area | 301 | Yale Fork Lift Truck (elec) | 114244 | R497 | |
| Bryant | 43 | CS Receiving Area | 302 | Miscellaneous drillies, hand trucks, carts, racks, etc. | 9504048-2 | R470 | |
| Bryant | 44 | CS Large Machining Area | | Mist Collector (aerocology) | | | |
| Bryant | 45 | CS Large Machining Area | | Battery Charger | | | R215 |
| Bryant | 46 | CS Large Machining Area | | Electric Truck with charger | | | R888 |
| Bryant | 47 | CS Large Machining Area | | Miscellaneous etching, fan, gear lub, oil pump, etc. | | | |
| Bryant | 48 | CS Large Machining Area | | Capstan Drive Unit (Electro Dynamic) | | | |
| Bryant | 49 | CS Inspection Area | | Hydraulic Ram | | | |
| Bryant | 50 | CS Inspection Area | | Miscellaneous slits of checking equipment wirecords | | | |
| Bryant | 51 | CS Inspection Area | | coilers, granite surface plates (3x4' and 4x6'), computer system, scale, probes, cabinet of parts, files | | | |
| Bryant | 52 | CS Inspection Area | | Printing press and light table | | | |
| Bryant | 53 | CS Inspection Area | | Warmer & Swasey Cylindrical Grinder | | | |
| Bryant | 54 | CS Inspection Area | | Bryant Mill 1420 ID Grinder | | | |
| Bryant | 55 | CS Inspection Area | | Bryant Mill 1420 ID Grinder | | | |
| Bryant | 56 | CS Inspection Area | | Bryant ID Grinder | | | |
| Bryant | 57 | CS Inspection Area | | Bryant Mill 1116 ID Grinder | | | |
| Bryant | 58 | CS Inspection Area | | Somstrand Mill D-18 Rotary Surface Grinder | | | |
| Bryant | 59 | CS Inspection Area | | Bryant Mill 1108 ID Grinder | | | |
| Bryant | 60 | CS Inspection Area | | Bryant Mill 1108 ID Grinder | | | |
| Bryant | 61 | CS Inspection Area | | Grand Rapids Mill 260 Surface Grinder (currently out of service) | | | |
| Bryant | 62 | CS Inspection Area | | Jones & Lamson Mill 185 Internal Thread Grinder | | | |
| Bryant | 63 | CS Inspection Area | | Milant Seiki GSN Type 1000 18"x48" external thread grinder, complete with Fasco 6M CNC control | | | |
| Bryant | 64 | CS Inspection Area | | Alco Mill C-300 II 300-AMP Arc Welder, complete with wire lead | | | |
| Bryant | 65 | CS Inspection Area | | Miller AC/DC 300 AMP Welder | | | |
| Bryant | 66 | CS Inspection Area | | Miller Ram Rod Welder | | | |
| Bryant | 67 | CS Inspection Area | | Alco 300 AMP Welder | | | |
| Bryant | 68 | CS Inspection Area | | 250 AMP Chiller Synchronwave Welder | | | |
| Bryant | 69 | CS Inspection Area | | Alco Mill 5072HS 50"x72" capacity 2-head Plasma Cutting Table, complete with digital display, Mill Max 100 Hyperterm Power Supply | | | |
| Bryant | 70 | CS Inspection Area | | Jones & Lamson Mill Eric 30 30" Optical Comparator, complete with lenses, 2-axis digital readout | | | |
| Bryant | 71 | CS Inspection Area | | Sauier Type NEF CT40 CNC Slant Bed Lathe, complete with 12-position turret, tailstock, collet chuck, chip conveyor | | | |
| Bryant | 72 | CS Inspection Area | | Jones & Lamson Type TNC 312 Universal CNC Slant Bed Turret Lathe, complete with GNC CNC Controls, duals turret, chip conveyor | | | |
| Bryant | 73 | CS Inspection Area | | Excedo Inline Boring Machine, complete with [2] boring heads, 2-axis digital readout | | | |
| Bryant | 74 | CS Inspection Area | | Moore Mill 3 Jig Bore | | | |
| Bryant | 75 | CS Inspection Area | | Atlantic Mill 6000 Jig Bore, complete with 2-axis digital readout, 24" rotary table | | | |
| Bryant | 76 | CS Inspection Area | | Denfing Spinnatic Mill 3K72 Jig Mill, complete with commando CNC control, rotary table | | | |
| Bryant | 77 | CS Inspection Area | | | | | |
| Bryant | 78 | CS Inspection Area | | | | | |
| Bryant | 79 | CS Inspection Area | | | | | |
| Bryant | 80 | CS Inspection Area | | | | | |
| Bryant | 81 | CS Inspection Area | | | | | |
| Bryant | 82 | CS Inspection Area | | | | | |
| Bryant | 83 | CS Inspection Area | | | | | |
| Bryant | 84 | CS Inspection Area | | | | | |
| Bryant | 85 | CS Inspection Area | | | | | |
| Bryant | 86 | CS Inspection Area | | | | | |
| Bryant | 87 | CS Inspection Area | | | | | |
| Bryant | 88 | CS Inspection Area | | | | | |
| Bryant | 89 | CS Inspection Area | | | | | |
| Bryant | 90 | CS Inspection Area | | | | | |
| Bryant | 91 | CS Inspection Area | | | | | |
| Bryant | 92 | CS Inspection Area | | | | | |
| Bryant | 93 | CS Inspection Area | | | | | |
| Bryant | 94 | CS Inspection Area | | | | | |
| Bryant | 95 | CS Inspection Area | | | | | |
| Bryant | 96 | CS Inspection Area | | | | | |
| Bryant | 97 | CS Inspection Area | | | | | |
| Bryant | 98 | CS Inspection Area | | | | | |
| Bryant | 99 | CS Inspection Area | | | | | |
| Bryant | 100 | CS Inspection Area | | | | | |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|--------|--------|--------------|------------|---|----------------|---------|---|
| Bryant | 11 | 7378 Express | 349 | Dual Mill 2812-1 Vertical Bandsaw, complete with but welding & grinding attachment | 286-74178 | R092 | all |
| Bryant | 10 | 7378 Express | 350 | Greenard Mill #3-1/2 Arbor Press | | R092 | all |
| Bryant | 9 | 7378 Express | 351 | [2] Double End Grinders | | R210 | all |
| Bryant | 8 | 7378 Express | 352 | Dufka 6" Belt Sander | | R275 | all |
| Bryant | 7 | 7378 Express | 353 | Diaco 20" hand shear, complete with punch on bench | | R420 | all |
| Bryant | 6 | 7378 Express | 354 | Keeney & Trecker Mill 2-1/4 Vertical Milling Machine | 17-9704 | R420 | Model 216 on Punch, All |
| Bryant | 5 | 7378 Express | 355 | Cleereman 28" Floor Type Precision Layout Drill | LD-368 | R448 | All |
| Bryant | 4 | 7378 Express | 356 | Excelsior Mill #FS 100 Brother Wire EDM | 111249 | R439 | All |
| Bryant | 3 | 7378 Express | 357 | Excelsior Mill #JZ40051 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 EEE Manned 10"x20" Geared Head Engine Lathe | 36559 | R616 | All |
| Bryant | 12 | 7387 | 361 | Devilop Sylvania Mill 4-100 Jig Mill, complete with 40"x80" table, sub rotary table, commands multi-processor controls | 8160 | R296 | All |
| Bryant | 28 | 7397 | 362 | Excelsior Mill 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 microswitch CNC control, 60-position tool changer, 42" rotary table | 0M8-33 | R681 | All |
| Bryant | 18 | 7378 Express | 364 | Logan Mill 200 7"x24" Engine Lathe | 9185E | R11 | All |
| Bryant | 26 | 7376 Express | 365 | Green Springfield Mill 38" 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 | Newton 18"x38" Universal Cylindrical Grinder | L-8013 | R519 | All |
| Bryant | 20 | 7376 Express | 367 | Bryant Mill 112J TD Grinder, complete with 3-jaw chuck grinding spindle | R6414 | R497 | All |
| Bryant | 21 | 7376 Express | 368 | Cincinnati Mill M1 Monoseal Tool & Cutter Grinder | 11521C50-0102 | R66 | All |
| Bryant | 22 | 7376 Express | 369 | Cincinnati Mill M1 Monoseal Tool & Cutter Grinder | 3152A0177-0007 | R189 | All |
| Bryant | 23 | 7376 Express | 370 | Newton 9"x24" Hydraulic Surface Grinder | | R581 | All |
| Bryant | 24 | 7376 Express | 371 | Excelsior 6"x18" Types P Power Feed Surface Grinder Tooling & Cabinets, angle plates, index heads, granite plates, etc | GC-218172 | R181 | All |
| Bryant | 31 | 7397 | 372 | XLO Precision Tool Setter, complete with 2-axis digital readout, Mill EP01 Profile Projector | | R188 | all |
| Bryant | 11 | 7372 | 368 | Magnation Type 852824 Pocket Inspection Unit | 71078 | R228 | all |
| Bryant | 28 | 7372 | 365 | Mattison Dual Head Hydraulic Powered Precision Surface Grinder, complete with flat head, rail-way head, [3] 42"x48" magnets, total distance 42" travel, electromagnetic chuck, distance under-wheel 40" | 22042 | | Bryant - in. Assembly, attached to 7383 |
| Bryant | 27 | 7372 | 396 | Favrelio Type TD2501S Surface Grinder, complete with hydraulic powered 20"x30" magnetic chuck, electromagnetic type, dual head, AC motor & push button controls. | 0634 | R473 | |
| Bryant | 25 | 7372 | 397 | DOVETAIL | 16234 | R170 | |
| Bryant | 25 | 7372 | 397 | See #12 - Black Granite Surface Plate | | | |
| Bryant | 19 | 7367 | 417 | Miscellaneous items in Assembly Bay Area: work benches, shawling, pallet jack truck, dia lift trucks, etc | | R404 | all |
| Bryant | 19 | 7367 | 417 | Jones & Lamson Mill 312 TNC CNC Turned Lathe (currently out of service) | | R15 | Outside Maintenance office |
| Bryant | 20 | 7387 | 418 | Bryant Excelsior Line Boring Machine, complete with 2-axis controls (currently out of service) | | R15 | Outside Maintenance office |
| Bryant | 20 | 7387 | 419 | Customer Defense GMC Status Body Single Axle Truck | | R184 | |

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FROM-PARK LEGAL

12:40PM

08-20-2002

TRADEMARK

REEL: 004722 FRAME: 0413

| 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 | 7852 | 432 | Indepak Mid 600 Foam Gun Kit | | | oil |
| Bryant | | 7370 | 448 | Misc. items in Back Wall Assembly Low Bay Area: lista 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, hose flaring tools, etc. | | | |
| Bryant | | 7376 | 450 | Misc Middle Bryant Assembly Low Bay: (8) Lista cabinets, surface plates, test stands, benches, vises, gauges, carts, etc. | | | |
| 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 | 7372 | 453 | Speed Lathe, Delta Drill Press, #3-1/2 Arbor Press | 14410 | R148 | AJ |
| Bryant | 41 | 7372 | 454 | Hammond 6" Double End Cartridge Tool Grinder | | | |
| Bryant | 9 | 7376 Bryant Wheelhead | 482 | Schenck Armature Balance Station consisting of: Mid ARS-1328 Schenck Balance Stand; Z3 Bench Type Balance stands; mid 3800CAB680R Schenck control | | R45 | |
| Bryant | 10 | 7376 Bryant Wheelhead | 483 | 36"x48" T-slotted work table | | S358 | oil |
| Bryant | 7 | 7376 Bryant Wheelhead | 484 | Greenard #4 Arbor Press | 114-8004 | | oil |
| Bryant | 8 | 7376 Bryant Wheelhead | 485 | Delta 17" Floor Type Drill Press | 3-3821 | | |
| Bryant | 2 | 7376 Bryant Wheelhead | 486 | Delta 17" Floor Type Drill Press | | R62 | |
| Bryant | 3 | 7376 Bryant Wheelhead | 487 | Rockwell #1 Belt Sander | | R220 | |
| Bryant | 4 | 7376 Bryant Wheelhead | 488 | Hill Clark Balance Stand | | E-82 | |
| Bryant | 5,6 | 7376 Bryant Wheelhead | 489 | (2) 12" Double End Pedestal Grinders | 80514 and 81632 | | oil |
| Bryant | | 7376 Bryant Wheelhead | 470 | Electrical storage area: wife, spoons, racks, benches, tables, carts, etc. | | | |
| Bryant | 6 | 7374 | 471 | White 25" Mid 24204 Geared Head Floor Type Drill Press | 63381 | | oil |
| Bryant | 5 | 7374 | 472 | Walker Turner Radial Arm Type Drill Press | RA-141 | | oil |
| Bryant | 1 | 7376 Bryant Elec Assembly | 473 | Bryant Spindle Test Bench, complete with volkman controls, wheelhead, bench (3) station test stands | | R302 | |
| Bryant | | 7376 Bryant Elec Assembly | 474 | Large quantity of steel storage shelving, size approximately 120"x120" | | R637 | |
| Bryant | | 7376 Bryant Wheelhead | 476c | 2 Ton 24" Span Single Beam Bridge Cranes | | 68 | |
| Bryant | | 7376 Bryant Wheelhead | 476d | 2 Ton 24" Span Single Beam Bridge Cranes | | 63 | |
| Bryant | 5 | Tally Room | 485 | Furn Tallysur Taylor-Hobson Test Stand, with class J Laser Products, with PC | | R680 | Delphit? |
| Bryant | 4 | Tally Room | 486 | Furnscan Federal Test Stand, with PC | | R25 | Delphit? |
| Bryant | 3 | Tally Room | 487 | Taylor-Hobson Perpendicular Inspection Machine, with PC, chart recorder, controls | | R259 | Delphit? |
| Bryant | | Tally Room | 488 | Furnscan 6100 Federal Test Stand, with PC and grabble plate | 533R17 | R81 | Delphit? |
| Bryant | | 7340 | 488 | Pamboom Mid 6x7 Reach-in Type Blast Cabinet | | | |
| Bryant | | 7340 | 489 | 60 Ton OTC Garage type arbor press, complete with hydraulic pump, 41" between uprights | | R44 | |
| Bryant | | 7340 | 508 | Mid 385-911 Magnaflux Particle Inspection Machine (currently not in service) | 59842 | R680 | |
| Bryant | | 7340 | 513 | Mid EMC466X Eliza M Elec Oven, 48"x48"x60" high, tray-type, 800 Degr Fabr max temp | | | |
| Bryant | | 7340 | 514 | Greenard #4 Floor Type Arbor Press | EB1402 | R385 | |
| Bryant | | 7340 | 515 | Hot Point Heat Treat Oven, 500 Degr. Fabr. Max temp | | R146 | |
| Bryant | | 7340 | 517 | 82"x24" Girty Planer Mill, complete with T-slotted table, 80-HP motorized work head, 3-axis digital readout, 60" under rail, tooling, right angle head | | R26 | |
| Bryant | 48 | CS Facility | 797 | | | R121 | located at Clinton Street facility |

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12:40pm FROM-PARK LEGAL

| 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-Part Maintenance Elec Platform Truck 3559 c/capac. With chamer | | R120 | |
| Bryant | 43 | CS Facility - Receiving | 800 | (2) bridge cranes, approx 30' span - [1] 3 ton, [1] 2 ton | | R200 | |
| Bryant | | CS Facility | 801 | 30M Mill 818 Entarper profiler | | R103-03-1 | |
| Bryant | | CS Facility | 802 | 3 Ton Single Beam Bridge Crane, approx 20' span | | R108-04-1 | |
| Bryant | | CS Facility | 803 | (4) Shepard Niles Bridge Cranes - [2] 3 Ton, [2] 5 Ton - approx 30' span, top running | | R108-04-2 | |
| Bryant | | CS Facility | 804 | Dewleg Spirameatic Mill 3K72 Jig Mill, complete with 40"x120" T-slotted table, air lift, rotary table, commands 3-axis micro processor control system | | R108-04-3 | |
| Bryant | 21 | CS Facility - Center Aisle | 806 | Dewleg Spirameatic Mill 3B-7Z Jig Mill, complete with 30"x72" T-slotted table, sub table | 8613 | R429 | SOLD |
| Bryant | 22 | CS Facility - Center Aisle | 808 | Excelsio Mill XLO-008 CNC Machining Center, complete with bench CNC control, 36"x28" T-slotted table, straight shank tooling, reliance motor drive, tool changer, 40-station coolant | 408-142 | R165 | |
| Bryant | 24 | CS Facility - Center Aisle | 807 | Dewleg Spirameatic Mill 3B-48 Jig Mill, complete with 30"x48" table, sub table, motor's separator, 3-axis Axis-rite digital readout | 18-251 | R307 | |
| Bryant | | CS Facility | 808 | (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"x60" granite surface plate | | R202 | |
| Bryant | 25 | CS Facility - Center Aisle 2 | 812 | Bryant 6'x30" Capacity Center Lapping Machine | C-19549 | R258 | |
| Bryant | 27 | CS Facility - Center Aisle 2 | 813 | Excelsio Center Lapping Machine | | | |
| Bryant | 38 | CS Facility - Center Aisle | 814 | Norton 14"x108" Plain Cylindrical Grinder, complete with power head stock, 2.5" wheel face, coolant | C10748 | R46 | |
| Bryant | 40 | CS Facility - Center Aisle | 815 | Bryant Shaft Turning Prep Machine | 40894 | R651 | |
| Bryant | 39 | CS Facility - Center Aisle | 816 | Gray Mills Mill 10 Temporal Reach-in Blast Cabinet | 71475 | R628 | |
| Bryant | 26 | CS Facility - Center Aisle 2 | 817 | Norton 10"x36" Plain Cylindrical Grinder | R-16059 | R32 | |
| Bryant | 25 | CS Facility - Center Aisle 2 | 819 | Bryant Thread Grinder | 48501 | R52 | |
| Bryant | 41 | CS Facility - Center Aisle | 820 | Cincinnati Milacron Coolant Recovery System | | R481 | |
| Bryant | | CS Facility | 821 | Rollair Mill 50 Rotary Sewer Type Air Compressor | | | |
| Bryant | | CS Facility | 822 | Zelus Air Drier | | | |
| Bryant | | CS Facility | 823 | Shepard Niles 10 Ton Double Girder Top Running Bridge Crane, approx 30' span | | 108-8-2 | |
| Bryant | | CS Facility | 824 | Lead lifter 6-ton single beam bridge crane, 30' span | | 108-08-01 | |
| Bryant | | CS Facility | 825 | Lead lifter 5-ton single beam bridge crane, 30' span | | 108-09-2 | |
| Bryant | | CS Facility | 826 | (3) 30' span bridge cranes - [1] 5 ton Shepard Niles, [1] 3 ton | | 108-10-2 | |
| Bryant | 2 | CS Facility - Assembly Floor | 827 | Shepard Niles [1] 5 Ton load lifter | | 108-10-3 | |
| Bryant | | CS Facility | 828 | Norton 10"x36" Plain Cylindrical Grinder | CTU26 | 1600 | |
| Bryant | | CS Facility | 829 | 64 span, 16 Ton Double girder top running bridge crane | | 108-12-4 | |
| Bryant | | CS Facility | 830 | Type RA Proformamer High Speed Drill, with equip cabinet | | | |
| Bryant | | CS Facility - Heat Treat | 831 | Misc items: large qty of drilling tables, desks, office porfolios, cabinets, etc.; camera & recording equip; computer room with equip; [3] assmed grinders; double and pedestal grinders; tool & cutter carbide grinders, Jones & Lamson turret lathe (asset) | | | |

T-384 P.034/068 T-904

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12:41 PM

06-20-2002

| Co. | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|--------|--------|--------------------------|------------|---|----------|---------|-------|
| Bryant | 49 | CS Facility - Inspection | 630 | Zeiss Midl C700 Coordinate Measuring Machine, complete with 32"x62"x24" work area, probes, controls | | BT54 | |
| 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 | | | |

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From-PARK LEGAL

06-20-2002 12:42pm

| 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 contacts | DH1013-PR317 | 1489 | |
| Fellows | NW2 | 7384 | 3 | Gleason Bevel Gear Cutter | 16607 | 1069 | |
| Fellows | NW3 | 7384 | 4 | Brown & Sharpe Mdl 13 Gear Grinder | 879 | 482 | |
| Fellows | NW4 | 7384 | 5 | Type 4FFS Fine Pitch Shaving Machine | 36020-551 | 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-Stacked Table | | 5743 | |
| Fellows | NW8 | 7384 | 9 | Gear Checker, Bench Mounted, complete with dial indicators | | 8931 | |
| Fellows | NW8 | 7384 | 10 | Rock Checker | 11-27993 | | Inspection Room |
| Fellows | NW8 | 7384 | 11 | Breditt 1/2 Ton capacity electric hoist, with monorail #2 | | | |
| Fellows | NW8 | 7384 | 12 | Fellows Type 24HLC Lead Measuring Instrument, complete with continuous chart recorder | 32288-100 | 5222 | |
| Fellows | N7 | 7384 | 13 | Fellows Planter Mdl P-630 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 4493) with Hewlett Packard mdl 5505A Laser Display, Hewlett Packard Mdl 5510A, automatic compensator | | 6272 | Inspection booth |
| Fellows | NW7 | 7384 | 15 | Wright Dobbis Grinder 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 Lint 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-Coleman Mill 18-30 Gear Hobber | 3439 | 1834 | |
| Fellows | SW10 | 7384 | 24 | Barber-Coleman Mill 18-30 Gear Hobber | 185 | 1458 | |
| Fellows | SW11 | 7384 | 25 | Fellows Gear Shaper, complete with 12'x83" T-slotted table | 28886 | 1544 | |
| Fellows | N3 | 7384 | 26 | Hera Lenzon Co. Gifedex, Type Gifomat 120L, complete with adjustable grinding arm, electromagnetic table | 15133685 (1984) | 1780 | |
| Fellows | SW8 | 7384 | 27 | Fellows Gear Generator | | 1403 | Bryant auction? 38" Gear Shaper Slide Gear Grinder (could use cutter and equipment) |
| Fellows | S8 | 7384 | 28 | Fellows Gear Grinder, complete with electromagnetic rectifier, electromagnetic, counterbalance, belt drive | | 1181 | |
| Fellows | N1 | 7384 | 29 | W.C. Lipe Inc. Gear Tooth Chamfering Machine, complete with infeed, hydraulic clamping | | 2049 | |
| Fellows | N1 | 7384 | 30 | 1/2 Ton Capacity Single Garter Bottom Rolling Bridge Crane, approximately 25' span | 285 | | 216 |
| Fellows | SW2 | 7384 | 31 | Fellows Mdl 10-2 Gear Shaper, complete with 1.5' arbor, 10" face plate, side mounted controls, durant foliage counter, strokes counter, various fault indicators, lubricant system, chip conveyor, Mayfran magnetic scoop conveyor | 890272 | 1948 | |
| Fellows | SW6 | 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 | |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|-------------|------------|--|----------|---------|---------------------------------------|
| Fellows | 54 | 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" lever arbor, 18" face plate, Mitchell 27" face plate, vertical inspection tool holder, heavy duty miscellaneous items in Gear Shaping Area, consisting of: work benches, steel surface plates, storage shelves, self-dumping hoppers, time clocks, incandescent platforms, foramen's desks, transfer bins, storage cabinets, arbor presses, utility carts, tool waste | | 6608 | |
| Fellows | | 7384 | 38 | Milbourn Rotary Surface Grinder, complete with 43" electromagnetic chuck, 24" grinding wheel, coolant system, hydraulics, lubricating system | 24756 | 2041 | all |
| Fellows | 1 | 7383 | 39 | 112 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 205 | |
| Fellows | 2 | 7383 | 41 | Thompson Surface Grinder, complete with 12" grinding wheel, 20" relay table, hydraulic clamping, Six-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 & Shurpa Mid 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 2R195, counterbalances | | 1100 | |
| Fellows | 58 | 7384 | 44 | Fellows #6 Gear Shaper | | 826 | |
| Fellows | 5 | 7380 | 45 | Bryant Mid 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 Mid 11-18 ID Grinder, complete with approximately 12" face plate, steady rest | R-10492 | 1507 | |
| Fellows | | 7383/7389 | 47 | 1 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 204 | |
| Fellows | | Oil Storage | 48 | Mill Z1667-2 Hoffman Coolant Recovery System, complete with filtration process, MSC Liquid Filtration Corp. filtration unit | 78612 | | |
| Fellows | | 7383 | 49 | 1 Ton Capacity Single Girder Bottom Riding Bridge Crane | | 203 | |
| Fellows | 7 | 7383 | 50 | Bryant Mid 112 ID Grinder, complete with 12" face plate, cross slide, coolant system, steady rest | R8014 | 1279 | |
| Fellows | | 7383/7389 | 51 | 112 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 220 | |
| Fellows | 8 | 7383 | 52 | Bryant Mid 1118 ID Grinder, complete with electromagnetic chuck, coolant system, steady rest | R11178 | 1716 | |
| Fellows | | 7383 | 53 | 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 | 9 | 7383 | 64 | Bryant Mid 112 ID Grinder, complete with 12" face plate, electromagnetic chuck, coolant system, steady rest | 6046 | 1289 | |
| Fellows | 37 | 7383 | 55 | Brown & Shurpa Mid 9 Cylindrical Grinder, complete with 16"x36" T-slotted table | | 591 | Fellows |

T-904 +1216252932 T-384 P.037/088 T-904 FROM-PARK LEGAL 12:43pm 08-20-2002

| Co | Item # | Dept | New Item # | Description | Serial # | Asset # | Notes |
|---------|--------|-----------|------------|--|-----------------|---------|---|
| Fellows | 11 | 7383 | 58 | Mattison Surface Grinder, complete with 12.6"x48" electromagnetic chuck, 18" grinding wheel, coolant system | 19723 | 2045 | |
| Fellows | 13 | 7383 | 57 | Abrasive Surface Grinder, complete with 8"x16" electromagnetic chuck, 7" grinding wheel, mist system | 889 | 1308 | |
| Fellows | 15 | 7383 | 58 | Abrasive Model 3B Surface Grinder, complete with 7"x16" electromagnetic chuck, 8" grinding wheel | 1728 | 956 | |
| Fellows | 18 | 7383 | 59 | Abrasive Model 3B Surface Grinder, complete with 9"x42" T-skilled 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 | | 7383 | 80 | 1 Ton Capacity Single Girder Bottom Riding Bridge Crane, approximately 30' span | | 201 | |
| Fellows | | 7383 | 81 | Shepard Niles 3 Ton Capacity Bridge Crane, 40' Span, Double Girder | | 135 | No hoist |
| Fellows | 34 | 7383 | 62 | Shepard Niles 5 Ton Capacity Bridge Crane, complete with Landis Midl 4R Plain Cylindrical Grinder, 14"x48" | 784-69 | 1802 | |
| Fellows | | 7383 | 63 | 40' span, double girder | 87314 | 134 | |
| Fellows | 33 | 7383 | 64 | Landis Midl 4R1 Plain Cylindrical Grinder, 14"x48" | 618-58 | 1823 | |
| Fellows | | 7383 | 65 | Presto Initial Type Plain Bending Roll | | | 7 |
| Fellows | | 7383 | 66 | Presto Midl 181 Initial Type Pinch Type Bending Roll, on heavy duty stand | 4180 | | 7 |
| Fellows | | 7383 | 67 | 12 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 206 | |
| Fellows | 51 | 7389 | 68 | Societa Genovaise Type HV-8 Jig Borer, complete with 88" horizontal travel, 38" vertical travel, 32" rotary table | 164 | 1825 | all |
| Fellows | 30 | 7389 | 69 | Landis Midl R Universal Cylindrical Grinder, 14"x36" | 734-3 | 1728 | all |
| Fellows | 54 | 7389 | 70 | Pratt & Whitney Midl #2A Jig Borer, complete with 24" rotary table, Bauech & Lomb Acu-rite Microline digital readout | M-1020-1208-861 | 1472 | all |
| Fellows | 52 | | 71 | Ex-Cad-O Style 74 Vertical Center | 289 | 1048 | |
| Fellows | 53 | | 72 | Jones & Lamson Olesite 14T Optical Comparator, complete with 14" Vernier, Acu-rite Quick Count Digital Readout | 60848 | | all |
| Fellows | 28 | 7389 | 73 | Landis Midl R Universal Grinder, 10"x20" | 879-36 | 1938 | all |
| Fellows | 27 | 7383/7389 | 74 | 12 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 207 | |
| Fellows | | 7389 | 75 | Rivett Midl 104 Tool Grinder | 157 | 1244 | all |
| Fellows | | | 76 | Oronut Gear Grinder, complete with 24" maximum length, 10" maximum diameter, utilizing diameters inspection gauge, over & under | | | |
| Fellows | 26 | 7389 | 77 | Dewling Midl 3B-48 Spiralatic Jig Mill, complete with 28"x24" T-skilled table, 30"x48" T-slotted base, Acu-rite Quick Count II Digital XY Readout | 55-2492 | 1622 | moved to Bryant - sold in auction |
| Fellows | | 7383/7389 | 78 | 1 Ton Capacity Single Girder Bridge Crane, approximately 30' span | 12-224 | 1636 | all |
| Fellows | 61 | 7383 | 79 | 68"x80" granite surface plate, complete with heavy duty stand | | 208 | all |
| Fellows | | 7383/7389 | 80 | 12 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 209 | |
| Fellows | 38 | 7383 | 81 | Springfield Midl 42ER Vertical Grinder, complete with 22" electromagnetic chuck, 48" swing, 48" vertical travel, coolant system, disassembled controls, utilizing Teledyne Guirley Pathfinder XY Readout, stand alone hydraulics | 74140 | 2022 | Fellows |
| Fellows | 6 | 7388 | 82 | Greenard Midl 3 Arbor Press | | 5872 | all |
| Fellows | 7 | 7388 | 83 | 14" Cincinnati Midl 60 Press Brake, complete with auto-gauge G24 automatic back gauge | 27407 | 2051 | all |

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06-20-2002 12:43pm FROM PARK LEGAL

| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|-----------|------------|--|------------------------------|---------|--|
| Fellows | 83 | 7383 | | Jones & Lamson Mdl T6015 Automatic Thread Grinder, complete with 18" grinding wheel, coolant mist recovery system, Hansen coolant cleaning system | 130720-TPC-R-798-1-CAE-10610 | 1524 | Used for grinding 10-214 wheels, Fellows |
| Fellows | 84 | 7389 | | Arter Mdl A-8 Rotary Surface Grinder, complete with 13" magnetic chuck diameter | 990 | 1072 | |
| Fellows | 85 | 7 | | Jones & Lamson Mdl 12645 Automatic Thread Grinder, complete with 18" grinding wheel, coolant system, mist recovery, shared coolant recycling system | 120875 | 2017 | Used for grinding dual lead worms |
| Fellows | 86 | 7 | | 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 | 1239 | all |
| Fellows | 87 | 7383 | | Webb Mdl R3LR7605 Plate Bending Roll, 5'x5'16" capacity | 5916 | | all |
| Fellows | 88 | 7383/7389 | | 112 Ton Capacity Single Girder Bridge Crane, approximately 30' span | 215 | | |
| Fellows | 89 | 7383/7389 | | 1 Ton Capacity Single Girder Bridge Crane, approximately 30' span | 214 | | |
| Fellows | 90 | 7 | | Jones & Lamson Optical Comparator, on stand | 5032 | | all |
| Fellows | 91 | 7383/7389 | | 112 Ton Capacity Single Girder Bridge Crane, approximately 30' span | 212 | | all |
| Fellows | 92 | 7383/7389 | | Gisholt Type 316 Balancing Machine | 4648X17 | 1889 | all |
| Fellows | 93 | 7389 | | Walker Turner 15" Drill Press | 1240 | | all |
| Fellows | 94 | 7389 | | 112 Ton Capacity Single Girder Bridge Crane, approximately 30' span | 211 | | all |
| Fellows | 95 | 7383/7389 | | Superior Corp. Mdl HM Home | 2200-37 | 1655 | all |
| Fellows | 96 | 7389 | | 15"x42" Sheldon Engine Lathes, Complete with Collet type chucking, cross slide, taper attachment, quick tool change, 2" hollow spindles, coolant system, Collet cabinet, power controls, steady rest | 30868 | 1869 | all |
| Fellows | 97 | 7389 | | 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, coolers, shivel chairs, double | | | |
| Fellows | 98 | 7383 | | Magna Sheet Metal Bending Roll | 54203 | | all |
| Fellows | 99 | 7388 | | COML Mdl 26-2 Vertical Bandsaw | 54-67343 | 1648 | all |
| Fellows | 100 | 7389 | | Walker Turner Drill Press | | 1239 | all |
| Fellows | 101 | 7389 | | Bridgeport Vertical Mill Machine, 1HP Motor, complete with Bridgeport Shaping Attachment, 6"x36" T-slotted table | 128R87610 | 1770 | all |
| Fellows | 102 | 7389 | | Bridgeport Vertical Milling Machine, complete with Bridgeport Shaping Attachment, 1 HP motor, 6"x42" T-slotted table, Servo power feed | 128R161917 | 1855 | all |
| Fellows | 103 | 7389 | | Cincinnati Milacron Horizontal Mill, complete with 14"x60" T-slotted table, Accu-rite 5 XY Measuring System, Accu-rite II Digital Position Readout | 13J23NAFE-A | 1881 | all |
| Fellows | 104 | 7389 | | Cincinnati Milacron Horizontal Mill, 16" deep T-slotted table | 449169-24 | 2898 | all |
| Fellows | 105 | 7383 | | Landis Type 797-37 10"x24" Cylindrical Grinder | 1872 | | all |
| Fellows | 106 | 7383 | | Technica A.G. Machinestabik Mill ZSM-150 Vertical Center | 28185362 | 1728 | all |
| Fellows | 107 | 7383 | | Ex-Cell-O Vertical Center | 1037 | | all |
| Fellows | 108 | 7383 | | Magnalox Mdl 38-1619T Magnetic Particle Inspection Machine | 87108 | 5391 | all |
| Fellows | 109 | 7383 | | Mettlert Surfacta Grinder, complete with [2] 24"x48" Interloc magnetic chucks for 24" 190" capacity overall | 24210 | 2021 | all |
| Fellows | 110 | 7383 | | | | | |

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| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|---------------------|------------|---|---------------|---------|--------------------|
| Fellows | 46 | 7383 | 111 | Brown & Sharpe Mdl 1224 Micromaster Surface Grinder, complete with 12" x 24" magnetic chuck | 623-1224-208 | 1811 | all |
| Fellows | 50 | | 112 | approximately 4"x4"x1/2" Granite Surface Plate | | | |
| Fellows | 43 | | 113 | approximately 30"x30"x6" 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 | Lanolin Mdl 3RH Universal Cylindrical Grinder, 30"x172" Okamoto Mdl PRG-6 MC Robary Surface Grinder, complete with 25" diameter chuck | 887-10 | 2037 | all |
| Fellows | 76 | 7383 | 116 | North Cylindrical Grinder | 1659 | 2019 | all |
| Fellows | 78 | 7383 | 117 | Brown & Sharpe Mdl 1236 Micromaster Surface Grinder, complete with 12"x36" magnetic chuck, Neutrofer magnetic chuck contact | C1287 | 933 | Fellows |
| Fellows | 44 | 7383 | 118 | Chocinatti Mdl 3 Universal Milling Machine, complete with 15"x33" T-slotted table | 523-1236R-380 | 1996 | |
| Fellows | 79 | 7389 | 119 | Jones & Lamson Mdl 7A Turret Lathe | 4A3F1L-63 | 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-bar shelving sections, assorted double pedestal desks | 64728 | 1426 | all |
| Fellows | | | 159 | Miscellaneous items in Tool Area, consisting of: slitting 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, 6-position turret, Basuch & 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, 6-position turret, Newell Mdl DP7 3-axis Digital Readout, bar feed | 64621 | 1429 | all |
| Fellows | 4 | 7382 | 162 | Jones & Lamson Mdl 4-112 Universal Turret Lathe, complete with Collet chuck, 12" swing over slide, 6-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, 6-position turret, 6" hollow spindle, stand-alone chin separator | 2290-5018 | 1660 | all |
| Fellows | 1 | 7382 | 164 | 1 Ton Wright Single Gider Top Riding Bridge Crane, approximately 30' span | | 67 | |
| Fellows | | 7382 | 165 | (2) Pulsatron Tepec Dust Collectors, complete with dual compartment baghouses, 75 HP acservent | | | Outber shop? |
| Fellows | | 7382 | 166 | 2 Ton Wright Single Gider Top Riding Bridge Crane, approximately 30' span | | 50 | |
| Fellows | | 7382 | 167 | 5 Ton Sheppard Miles Double Gider 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, 6-position turret, additional head, Jones & Lamson 11" scrap conveyor | 238979 | 1944 | Ses photo #28, all |
| Fellows | 13 | 7382 | 169 | Warner & Swasey Mdl 1A Turret Lathe | 468702 | 922 | |
| Fellows | | | 170 | 1 Ton Capacity Single Gider Bottom Riding Bridge Crane, approximately 30' span | | 223 | |
| Fellows | | | 171 | 1 Ton Capacity Single Gider Bridge Crane, approximately 30' span | | 228 | |
| Fellows | | 7375 | 172 | | | | |

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| 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 2612G 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 4" Mechanical Shear | F28144 | 1330 | all |
| Fellows | 14 | 7388 | 177 | Jones & Lamson Mill TNC-A CNC Lathe, complete with Allen Bradley CNC Control, Jones & Lamson Mayfran Chp-Tole, chip removal conveyor | 678098 | 1964 | all |
| Fellows | 22 | 7388 | 178 | Miller Ramrod Welder | 84887052 | | all |
| Fellows | 27 | 7388 | 178 | Accom 60"x60" Welding Table | | | |
| Fellows | | 7388 | 180 | Wright 5 Ton Capacity Double Girder Bridge Crane, approximately 30' span | | | #2 |
| Fellows | | 7388 | 181 | Accom 5x8' Welding Table, complete with heavy duty stand | | | |
| Fellows | 24 | 7388 | 182 | Miller Mill CP-300 Welder, complete with Miller Mill S-5ZE Wire Feeder | JJ483705 | | all |
| Fellows | 27 | 7388 | 183 | Hypertherm Mill MAX-70 Plasma Cutter | 072069 | | all |
| Fellows | | 7388 | 184 | Accom 6'x8' Welding Table, complete with heavy duty stand | | | |
| Fellows | 25 | 7388 | 185 | Miller Mill CP-300 Welder, complete with Miller Mill S-5ZE wire feeder | JJ077831 | | all |
| Fellows | | 7388 | 186 | 1 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | | |
| Fellows | | 7388 | 187 | 2 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | | |
| Fellows | 16 | 7388 | 188 | Mill 3H Cincinnati Hydraulic, complete with 23"x82" table base, 22"x82" table top, 9-1/2" machine vise attachment | PHV5K4 | 1725 | all |
| Fellows | | 7388 | 188 | 5 Ton Capacity Double Girder Bridge Crane, approximately 30' span | | | |
| Fellows | 17 | 7388 | 189 | Whitney WH, Micholis Horizontal Mill | 2-C-108 | 38 | all |
| Fellows | 16 | 7388 | 190 | Nichols Horizontal mill, complete with 7'x21" table, 6" machine vise | 8/8/5452 | 1586 | all |
| Fellows | | 7388 | 191 | Bridge GMC Stevia Bed Truck, complete with 5-speed transmission, 2-speed axle, single rear, dual wheels, removable stake sides, 48" bed, VIN 1GDPAC1V8V838558, Vermont Lic# 80A7D (1981) | | | @ Clinborn Street facility |
| Fellows | | 7388 | 192 | Milwaukee Mdl K2 Vertical Milling Machine, complete with 12"x66" T-slotted table, Bausch & Lomb XYZ readout | 1-3288 | 1416 | |
| Fellows | 15 | 7388 | 193 | Lapointe Machin Tool Company Mill HP50 Hydraulic Horizontal Broach, complete with broach tooling | 53296 | 2042 | all |
| Fellows | 14 | 7388 | 194 | 1 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | | |
| Fellows | | 7388 | 195 | Miscellaneous items in Fabricating & Welding Area, consisting of lift attachments, transfer bins, platform lifts, utility carts, assorted hand tools, grinders, chisels, drills, welding protective gear, etc. | | | |
| Fellows | | 7388 | 196 | 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 | 373-81589 | 1885 | all |
| Fellows | 7 | 7388 | 197 | Wright 3 Ton Capacity Double Girder Bridge Crane, Top | | | |
| Fellows | | 7388 | 198 | Rolling, approximately 30' span | | | |
| Fellows | 4 | 7388 | 199 | Simplex/Baa Combination Grinder, complete with 15" disc, 8" belt | | | all |

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FROM-PARK LEGAL

12:45pm 06-20-2002

| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|------------------|---------|---------|
| Fellows | 5 | 7383 | 200 | Everett Mill 14-18 Abrasive Cut-Off Saw | 470-0 | 1994 | all |
| Fellows | 19 | 7386 | 201 | Mitsubishi Mdl 61 Vertical Milling Machine, complete with 18"x24" T-slotted table | 12-3685 | 1289 | all |
| Fellows | | 7383 | 202 | 5 Ton Capacity Double Slider Bridge Crane, approximately 30' span | | 47 | all |
| Fellows | | 7383 | 203 | 24"x24"x37" Granite Surface Plate, on steel stand | | | |
| Fellows | 27 | 7382 | 204 | Pfaff & Whitney Threading Mill, complete with cross slide, collet type chucking, milling head, 62" C.C. | | 774 | all |
| Fellows | 29 | 7382 | 205 | Leas-Brecher Lathe, complete with cross slide, collet type chucking, milling head | | 1871 | Fellows |
| Fellows | 11 | 7386 | 206 | Leland Gifford 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 Gifford 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. | 3186 | 1009 | all |
| Fellows | 32 | 7382 | 212 | Monarch Engine Lathe, complete with 13.5" actual swing, 30" C.C. | 33769 | 1454 | all |
| Fellows | 33 | 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 2516 Tracer Lathe, complete with 20.5" swing over carriage, 14" swing over slide, 120" C.C., steady rest, automatic tracing mill | 45230 | 1737 | Fellows |
| Fellows | 8 | 7387 | 215 | Cincinnati Milacron Mdl 10VC-2000 CNC Vertical Machining Center, complete with Automatic CNC Pendant type control, Telex Way Covers, 30-position tool-changer, 3-axis positioning tool attachment | 51-CNC-MV21-0684 | 2001 | all |
| Fellows | 3 | 7387 | 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 Mill NC Control, Acra Read Tape Reader | 51-657911-0002 | 1935 | all |
| Fellows | 3 | 7386 | 218 | Walter Turner 20" Drill Press, complete with machine vise | | 1238 | all |
| Fellows | 4 | 7386 | 219 | Chadlings & Lewis Mdl 984 NC Tap Drill, complete with 22"x30" table, Giddings & Lewis Numatics NC Controls, coolant system | 00443 | 1821 | Fellows |
| Fellows | 7 | 7386 | 220 | Pfaff & Whitney Mdl B 12" Vertical Shaper, complete with 24" T-slotted 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 | 3125A2179-0029 | 1960 | Fellows |
| Fellows | 8 | 7386 | 222 | Bridgeport Vertical Milling Machine, complete with 9"x42" T-slotted power feed table, machine vise, Bridgeport shaping attachment | 12BR44787 | 1891 | |
| Fellows | | 7386 | 223 | 1/2 Ton Capacity Single Girder Bridge Crane, approximately 30' span | | 233 | |

T-904

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From-PARK LEGAL

12:45pm 08-20-2002

| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|--|-------------|---------|----------------------------|
| Fallows | 9 | | 224 | Cleeman Layout Drilling Machine, complete with 18"x36" T-sloped table, Bausch & Lomb Accurite 4 readouts | LD-177 | | Factory 8418; all |
| Fallows | | | 225 | Miscellaneous items, consisting of: pellet shaker, storage shelves, pedestal fans, bracket wall mounted fans, cabinets, small cabinets, roller ball bearing drawers, assorted hand tools, wires, parts cleaners, utility carts, transfer platform, hydraulic | | | |
| Fallows | 20 | 7386 | 228 | Chironati Mill 5 Horizontal Mill, complete with 20"x65" T-sloped table | 4J5P5D-29 | 2040 | all |
| Fallows | 21 | | 227 | M&L 10-1P-2XK Kearney & Trecker Milwaukee Horizontal Mill, complete with 14"x58" T-sloped table, axial arbor, coolant system | 6-6507 | 1486 | all |
| Fallows | 22 | | 228 | Chironati Mill 3 Horizontal Mill, complete with 16"x65" T-sloped table | 3J3P1W12 | 1436 | all |
| Fallows | 23 | | 228 | Kearney & Trecker Milwaukee Mill S-15 Universal Mill, complete with dual arbor, 15"x68" T-sloped table, all accessories | 146687 | 1619 | all |
| Fallows | 23 | 7387 | 230 | Shenard Niles 5 Ton Capacity Double Girder Top Riding Bridge Crane, approximately 60' span | 67284 | 103 | |
| Fallows | 23 | 7387 | 231 | Giddings & Lewis Type 86-05-T Horizontal Boring Mill, complete with ITEX Digital Display, 60"x123" table, 48" rotary table, 5" spindle, outboard supports | 150-621-63 | 1765 | 6445 Digital Read out; all |
| Fallows | 24 | 7387 | 232 | Lucas Mill 41B-48 Horizontal Boring Mill, complete with 3" spindle | 41B1103 | 1713 | all |
| Fallows | 25 | 7387 | 233 | Lucas Horizontal Boring Mill, complete with pendant type controls, 3" spindle, 34"x74" base table, 36"x66" rotary table | 4180709 | 1509 | all |
| Fallows | 26 | 7387 | 234 | Giddings & Lewis Type 350 Horizontal Boring Mill, complete with ITEX XY Readout, 48"x74" table, 36"x36" rotary table, steady rest, 5" spindle | 5113 | 892 | all |
| Fallows | 18 | 7387 | 235 | Rockford Planer Mill, complete with dual head, 96" horizontal travel, approximately 7" vertical travel, pendant control, unitizing ITEX measuring system, Digilins, 72"x24" T-slotted table, coolant system, Newell 3-axis digital readout | 11441 | 1791 | all |
| Fallows | | | | Phillips #2 Heat Pumps for boilers, set of 2 | | | part of heating system |
| Fallows | | | | Set of 2 ultrasonic condensate pumps | | | |
| Fallows | | | | Cleaver Brooks boiler | L-45460 | 5858 | |
| Fallows | | | | Cleaver Brooks boiler | L-45459 | 5857 | |
| Fallows | | | | Set of Quincy Compressors | 210-3-61445 | 6658 | |
| Fallows | | | | 30 gal Hot Water Heater | EA392 | 5863 | |
| Fallows | | | | Miscellaneous items in Boiler Room, consisting of: Ostar Router Router, hand snake, boiler tube cleaner, office desk, cabinet with boiler parts, staging, power washer, work bench, shop vac, floor fan, work wagnon, dolly, barrel stands, wash stand, etc. | | | |
| Fallows | | | | Miscellaneous items in Inver Room, consisting of: service cabinets, industrial processor, granite test bench, fan benches, misc. test equipment, cabinets and boxes of Bryant micronon, work table, projects, etc. | | | |
| Fallows | | | | Miscellaneous items in Outer Area, consisting of: measuring equipment, file, cabinet, work bench (Asset 1362), misc. tooling for measuring mchgs, scraping plate (Asset 5596), weigh tank, wire brush (Asset 5865), computer stands (01-52-2100-1) | | | |
| Fallows | | | | 6 Sections of Lockers & Coat Racks | | | |

T-984 P.043/068 T-904

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FROM-PARK LEGAL

08-20-2002 12:48 PM

TRADEMARK

REEL: 004722 FRAME: 0424

| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|------------------|------|------------|---|-------------|---------|-------|
| Fellows | | | | 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 culture (A set of Cts on stand | | | |
| Fellows | 7372 | | | Rash Granite Plates, diam. #6 | 1801 | 5738 | #18 |
| Fellows | 7320 Back Room | | | Sharnett Gage | 1-2889HG1-3 | 5828 | |
| Fellows | 7320 Back Room | | | Federal Gage Stand, model 1388-SV/2103 C-6 | R101 | 5878 | |
| Fellows | 7320 Back Room | | | Federal Gage Stand, model 1388-SV/2103 C-5 | | 5838 | |
| Fellows | 7320 Back Room | | | Cast Iron Plate | 5424 | 5833 | |
| Fellows | 7320 Back Room | | | Federal Electronic Gage, model 180B-16 | | 5833 | |
| Fellows | 7320 Back Room | | | Inspection Equipment on stand | | 5284 | |
| Fellows | 7320 Back Room | | | Herman Stone Granite Plate on Stand, diam. #7 | 28210 | 5823 | |
| Fellows | 7320 Back Room | | | Involute Checker | | 5189 | |
| Fellows | 7320 Back Room | | | Involute Checker | | 5200 | |
| Fellows | 7320 Back Room | | | Wilson Headress Checker | 2864 | 5136 | |
| Fellows | | | | 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 vise & a | | | |
| Fellows | 7320 Back Room | | | Cast Iron Plate on stand (w/ misc gage equipment) | | 5619 | |
| Fellows | 7320 Front Room | | | #243J Involute Measuring Instrument | 33277 | 5862 | |
| Fellows | 7320 Front Room | | | Budget Hulet 1/4 Ton | | 222 | |
| Fellows | 7320 Front Room | | | Surface Plate Granite | | 5822 | |
| Fellows | | | | 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 | Moglice Room | | | Miscellaneous items in Moglice Room: cleaning benches, work benches, file cabinets, tooling | | | |
| Fellows | McSplice Room | | | Walker Turner Drill Press, model 1112-41 | 0000288 | 1986 | |
| Fellows | 7375 Comparators | | | Big Jo Hydraulic Lift Truck | | 5898 | |
| Fellows | 7375 Comparators | | | Greenend Arbor Press | | 5879 | |
| Fellows | 7375 Comparators | | | Cast Iron Table on stand, dia. #5 | | 5599 | |
| Fellows | 7375 Comparators | | | 1/2 Ton Budget Crane | | 202 | |
| Fellows | | | | Miscellaneous items in Comparator Dept work benches, storage and file cabinets, desks, tooling, shaving | | | |
| Fellows | 7375 Comparators | | | Ranch Grinder | 80-067 | 1681 | |
| Fellows | 7340 Heat Treat | | | Inspection Center | | 5738 | |
| Fellows | 7340 Heat Treat | | | Heavy Duty Furnace, type HD-838-ENS | 92890 | 5107 | |
| Fellows | 7340 Heat Treat | | | Homo Furnace | | 5168 | |
| Fellows | 7340 Heat Treat | | | Homo Furnace | | 5109 | |
| Fellows | 7340 Heat Treat | | | Homo Furnace | | 5110 | |
| Fellows | 7340 Heat Treat | | | Climatic System Freezer | 88813 | 8811 | |
| Fellows | 7340 Heat Treat | | | G.E. Welder | | 5317 | |
| Fellows | | | | 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 beazer, oil clench machines, brine clench machines, etc. | | | |
| Fellows | 7340 Heat Treat | | | Drill Press | | 1783 | |

F-904

T-384 P.044/068

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From-PARK LEGAL

12:46pm 08-20-2002

| 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 | | 6751 | |
| Fellows | | Guides | | Inspection Centers | | | |
| Fellows | | Guides | | Miscellaneous items in Guides Area: work benches w/vises, tanks, tools, gears, fixtures, etc. | | | Fellows |
| Fellows | S5 | | | #8 Gear Shaper | | 1617 | All |
| Fellows | SN4 | | | #7 Gear Shaper | | 712 | All |
| Fellows | N2 | | | Chemfiling Machine | | 458 | All |
| Fellows | N4 | | | Centers Set | | 5744 | All |
| Fellows | S3 | | | Centers Set | | 5742 | All |
| Fellows | S2 | | | Arbor Press | | 5875 | All |
| Fellows | 4 | Inspection Room | | ID Grinder | | 1012 | All |
| Fellows | 14 | | | CS Walker Demagwelder | | 5088 | #17 Dia., All |
| Fellows | 12 | | | Indexing Head | | 5087 | All |
| Fellows | 21 | | | Granite Table, 46"x72" | | 5613 | All |
| Fellows | 18 | | | Indexing Head | | 5612 | All |
| Fellows | 20 | | | Cast Iron Surface Plate, 30"x36" | | 5105 | All |
| Fellows | 10 | | | Cast Iron Surface Plate, 30"x36" | | 5028 | All |
| Fellows | 21 | | | Arbor Press | | 6010 | Fellows |
| Fellows | 22 | | | Granite Table, 46"x72" | | 5151 | All |
| Fellows | 23 | | | Associated Heater Oven | | 1461 | All |
| Fellows | 24 | | | Perkins Spring Winder | | | All |
| Fellows | 25 | | | Indexing Head | | | All |
| Fellows | 31 | | | Excelsio Center Lap | | | All |
| Fellows | 45 | | | Granite Plates (2) 24"x18" | | | All |
| Fellows | 49 | | | Granite Plate 30"x60" | | 5174 | All |
| Fellows | 57 | | | Alqemba Sign Bar | | 5942 | All |
| Fellows | 62 | | | Wheel Balancer | | 5072 | All |
| Fellows | 65 | | | Indexing Head | | 1628 | All |
| Fellows | 68 | | | Combination Sander | | 5741 | Fellows |
| Fellows | 77 | | | Set of Centers | | 5587 | All |
| Fellows | 81 | | | Cast Iron Table | | 5543 | All |
| Fellows | 83 | | | Wheel Balancer | | 1194 | All |
| Fellows | | | | Granite Surface Plate, Dia #16 | | 1367 | All |
| Fellows | | | | Black & Decker Bench Grinder | | 6737 | All |
| Fellows | | | | Drill Press | | 213 | All |
| Fellows | | | | Set of Chis | | 1766 | All |
| Fellows | | | | 1/2 Ton Crane | | 1370 | All |
| Fellows | | | | Bender | | 5728 | All |
| Fellows | | | | Walter Turner Drill Press | | | All |
| Fellows | | | | Hand Roller | | | All |
| Fellows | | | | Peco Roller | | | All |
| Fellows | | | | Portable Nitrogen Tanks | | 5819 | All |
| Fellows | | | | Portable Torch Set | | 5823 | All |
| Fellows | | | | Reverity Shear | | 6809 | All |
| Fellows | | | | Die-Art Bender | | 5812 | All |
| Fellows | | | | Wim. Bench | | 5872 | All |
| Fellows | | | | Trumatic | | 2031 | All |
| Fellows | | | | Helwelder Welding Machine | J&L 7946-1 | | All |
| Fellows | | | | Miller CP-300 Welder | JJ493685 | | All |
| Fellows | | | | Stud Welder AGM Model 600SS | 62330 | | All |
| Fellows | | | | Cut Off Wheel | | 5825 | All |
| Fellows | | | | Steady Snagging Wheel | | 1209 | All |
| Fellows | | | | Bell Sander | | 1385 | All |
| Fellows | | | | Lewis Sheppard Handy Heater | | 6059 | All |

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06-20-2002 12:46PM FROM-PARK LEGAL

| Co | Item # | Dept | Qty | Item # Description | Serial # | Asset # | Notes |
|---------|--------|------|-----|--|----------|---------|-------------|
| Fellows | 40 | 7388 | | Fullmax Universal Shearing Machine | | 1838 | All |
| Fellows | 39 | 7388 | | Alpha Spot Welder | | 5689 | All |
| Fellows | 41 | 7388 | | Snagging Wheel | | 5617 | All |
| Fellows | 43 | 7388 | | Acetylene Torch Set | | 5620 | All |
| Fellows | 6 | 7363 | | Abusive Cut-off | | 488 | All |
| Fellows | 8 | 7363 | | 3 Ton Crane | | 27 | All |
| Fellows | 3 | 7382 | | Scale | | 5663 | All |
| Fellows | 3 | 7382 | | Tumbler | | 5029 | All |
| Fellows | 6 | 7382 | | Snagging Wheel | | 1345 | All |
| Fellows | 7 | 7382 | | Snagging Wheel | | 834 | All |
| Fellows | 28 | 7382 | | 1 Ton Crane | | 224 | All |
| Fellows | 28 | 7382 | | Thread Mill | | 801 | All |
| Fellows | 30 | 7382 | | Set of Cts | | 5756 | All |
| Fellows | 1 | 7386 | | 1/2 Ton Crane | | 230 | Fellows |
| Fellows | 2 | 7386 | | Man-u-cycle Lathe | | 1982 | J&L |
| Fellows | 6 | 7386 | | Vertical Broach | | 2044 | All |
| Fellows | 6 | 7386 | | Ball Sander | | 1439 | All |
| Fellows | 12 | 7386 | | Arbor Press | | 5004 | All |
| Fellows | 13 | 7386 | | Dial Drill Press | | 1341 | All |
| Fellows | 2 | 7387 | | Indexing Head | | 5319 | All |
| Fellows | 4 | 7387 | | 1/2 Ton Crane | | 232 | All |
| Fellows | 5 | 7387 | | Creitanen Drill Press | | 1486 | All |
| Fellows | 6 | 7387 | | Snagging Wheel | | 1346 | All |
| Fellows | 7 | 7387 | | Box Magnet | | 5162 | All |
| Fellows | 15 | 7387 | | Indexing Head | | 5148 | All |
| Fellows | 16 | 7387 | | 55 Gal Barrel Vac | | 5750 | All |
| Fellows | 21 | 7387 | | Indexing Head | | 5146 | All |
| Fellows | 22 | 7387 | | 55 Gal Barrel Vac | | 5761 | All |
| Fellows | 2 | 7387 | | Indexing Head | | 5117 | All |
| Fellows | 5 | 7420 | | Box Magnetic Drill | | 5300 | All |
| Fellows | 8 | 7420 | | Indexing Head | | 5149 | All |
| Fellows | 10 | 7420 | | Cast Iron Table 30"x28" on stand | | 5606 | All |
| Fellows | 11 | 7420 | | Granite Plate 40"x72" | | | Dia. #5, #1 |
| Fellows | 2 | 7420 | | Granite Plate 24"x24" | | | |
| Fellows | 8 | 7420 | | Set of Centers | | 5755 | All |
| Fellows | 10 | 7420 | | Set of Centers | | 5754 | All |
| Fellows | 11 | 7420 | | Set of Centers | | 5620 | All |
| Fellows | 3 | 7392 | | Cast Iron Surface Plate with Rotary Table, Dia. #1 | | 1444 | All |
| Fellows | 4 | 7392 | | Arbor Carbide Grinder | | 1425 | All |
| Fellows | 7 | 7392 | | Snagging Wheel | | 488 | All |
| Fellows | 13 | 7392 | | Abusive Cut-off Machine | | 1608 | All |
| Fellows | 14 | 7392 | | Howell Tool Grinder & Wire Brush | | 5883 | All |
| Fellows | 23 | 7392 | | Wire Brush & Grinding Wheel | | 1859 | All |
| Fellows | 25 | 7392 | | Blake Tap Grinder | | 5674 | All |
| Fellows | 4 | 7392 | | Arbor Press | | 5661 | All |
| Fellows | 9 | 7374 | | Black & Decker Drill Sharpener | | | |
| Fellows | 12 | 7374 | | Miscellaneous Items in Tool Room Area: files, cabinets, granite stands, indexing headers, fixtures | | | |
| Fellows | 21 | 7374 | | Snagging Wheel & Wire Brush | | 5691 | All |
| Fellows | 25 | 7374 | | Delta Bench Grinder | | 1663 | All |
| Fellows | 31 | 7374 | | Walker Turner Drill Press | | 5678 | All |
| Fellows | 32a | 7374 | | Greenard Arbor Press | | 5608 | All |
| Fellows | 4 | 7374 | | Cast Iron Surface Plate 30"x36" | | 5604 | All |
| Fellows | 9 | 7374 | | Cast Iron Surface Plate 30"x36" | | 6443 | All |
| Fellows | 12 | 7374 | | West/Dry Vacuum (Black & Decker) | | 6091 | All |
| Fellows | 15 | 7374 | | Portable Pump Filter Unit | | 8028 | All |
| Fellows | 18 | 7374 | | Box Magnetic Drill | | | |

T-384 P.048/068 F-804

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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 | 36 | 7374 Fellows Assembly | | Tube Flaring Device | | 5889 | All |
| Fellows | 37 | 7374 Fellows Assembly | | Parker Par-Flange Machine Model 10.25 | 645020489 | | All |
| Fellows | 40 | 7374 Fellows Assembly | | Sumner-Mech. Sanding Machine | 3066 | | All |
| Fellows | 1 | 7374 Fellows Assembly | | Greenard Arbor Press | 30683 | | All |
| Fellows | 2 | 7374 Fellows Assembly | | Bench Grinder and Wire Brush | | 5000 | All |
| Fellows | 3 | 7374 Fellows Assembly | | Craftman Drill Press | | 5880 | All |
| Fellows | 4 | 7374 Fellows Assembly | | Roll-In Band Saw | | 1495 | All |
| Fellows | 7 | 7374 Fellows Assembly | | Stanley Bench Grinder & Wire Brush | | 1664 | All |
| Fellows | 48 | 7374 Fellows Assembly | | Handy Holster Hand Truck | | 5818 | All |
| Fellows | 36 | 7374 Fellows Assembly | | 2 Ton Crane | | 5730 | All |
| Fellows | 203 | 7374 Fellows Assembly | | 1/2 Ton Budget Crane | | | All |
| Fellows | 118 | 7374 Fellows Assembly | | 3 Ton Sheppard Niles Crane | | | All |
| Fellows | 237 | 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, dilton scale, dryer, pneumatic stapler, banding machine, Milwaukee 3/4" hand drill, floor fan, work benches, vices | | | All |
| Fellows | 4 | 7382 Shipping/Receiving | | Miscellaneous items in Shipping/Receiving Area: Relax-a-later, benches, desks, computers, label maker, storage and file cabinets, sheaving, dolly, band truck | | | All |
| Fellows | 5 | 7380 Maintenance | | Disc Sander | | 58 | All |
| Fellows | 6 | 7380 Maintenance | | Exide Charger | | 5961 | All |
| Fellows | 7 | 7380 Maintenance | | Exide Charger | | 5858 | All |
| Fellows | 8 | 7380 Maintenance | | Exide Charger | | 5860 | All |
| Fellows | 9 | 7380 Maintenance | | Exide Charger | | 5863 | All |
| Fellows | 13 | 7350 Maintenance | | Shagging Wheel | | 611 | All |
| Fellows | 15 | 7350 Maintenance | | Rockwell Bench Drill Press | | | All |
| Fellows | 20 | 7350 Maintenance | | Handy Holster Hand Truck | | 5702 | All |
| Fellows | 21 | 7350 Maintenance | | Yellow Bellied Swamp Sucker (electric) | 1461727 | | 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 | 3 | 7378 Fellows Assembly Floor | | Miscellaneous items in Assembly Area: abrasive cut-off machine, hoses, hand trucks, ladders, misc. hardware racks | | | All |
| Fellows | 7 | 7378 Fellows Assembly Floor | | 50 Cycle Generator | | 6540 | All |
| Fellows | 107 | 7378 Fellows Assembly Floor | | Rockwell Belt Sander | 1044088 | | All |
| Fellows | 108 | 7378 Fellows Assembly Floor | | 5 Ton Crane | | | All |
| Fellows | 6 | 7378 Fellows Assembly Floor | | 5 Ton Crane | | | All |
| Fellows | 10 | 7378 Fellows Assembly Floor | | 20 X27 Granite Plate on Wheels Gage # AS1 | | | All |
| Fellows | 11 | 7378 Fellows Assembly Floor | | Tool Grinder | | | All, Labeled M |
| Fellows | 7 | 7378 Fellows Assembly Floor | | Belt Sander | | | All, Labeled E |
| Fellows | 16 | 7378 Fellows Assembly Floor | | Hitachi Chop Wrench (HYG 10888) | H180123 | | All |
| Fellows | 19 | 7378 Fellows Assembly Floor | | Greenlee 815 Hole Punch | | | All |
| Fellows | 1 | 7378 Fellows Assembly Floor | | Painting Model 500-060 | 001578 | | All |
| Fellows | 7 | CS Assembly Floor | | Screw Pulling Machine | | Tag 412 | |
| Fellows | 8 | CS Assembly Floor | | Proliferator (Bendix) | | 5620 | |
| Fellows | 10 | CS Assembly Floor | | Markam Part Marker | | 1587 | |
| Fellows | 11 | CS Assembly Floor | | Carbide Wheel Sharpener | | 278 | |
| Fellows | 11 | CS Assembly Floor | | Oil Stone | | | |

T-904 P.047/088 T-904

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

| Co | Item # | Dept | Max Item # | Description | Serial # | Asset # | Notes |
|---------|--------|---------------------------------|------------|--|----------------|-------------|-------|
| Fellows | 14 | CS Elec Assembly Floor (Corner) | | Planform Weightograph | | 5841 | |
| Fellows | 16 | CS Machine Shop (West Aisle) | | Head Tool Sharpening Machine | | 136 | |
| Fellows | 82 | 7389 | 121 | Jones & Lamson Mill 6A Turret Lathe, complete with bar feed | 64846 | 1427 | all |
| Fellows | 12 | 7382 Tool Crib | 122 | Cincinnati Monarch Grinder | | 1761 | all |
| Fellows | 22 | 7392 Tool Crib | 123 | Cincinnati Model 2 Cutter Grinder | 1D271L-1252 | 1216 | all |
| Fellows | 21 | 7392 Tool Crib | 124 | Cincinnati Model 2 Cutter Grinder | 1D271L-1252 | 1227 | all |
| Fellows | 20 | 7392 Tool Crib | 125 | Cincinnati Model 2 Cutter Grinder | 1D271L-668 | 1270 | all |
| Fellows | 19 | 7392 Tool Crib | 126 | Cincinnati Model 2 Cutter Grinder | 1D271K-315 | 1085 | all |
| Fellows | 18 | 7392 Tool Crib | 127 | Cincinnati Model 2 Cutter Grinder | 1D271L-666 | 1293 | all |
| Fellows | 17 | 7392 Tool Crib | 128 | Black & Decker Grinding Table, complete with single spindle carbide grinder, 10" double end bench grinder | | 1381 & 5512 | all |
| Fellows | 16 | 7392 Tool Crib | 129 | KGT Grinder | | 1329 | all |
| Fellows | 28 | 7392 Tool Crib | 130 | Kapp Mill ASS35B Cutter Hob Grinder | 285-24-10 | 1874 | all |
| Fellows | 26 | 7392 Tool Crib | 131 | Black Diamond Mill B1780 Bench-Mounted Drill | 28917 | 9468 | all |
| Fellows | 24 | 7392 Tool Crib | 132 | [217] Lista 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-sole chip removal conveyor | 239199 | 1968 | all |
| Fellows | 12 | 7382 | 138 | Super Precision Mill CHNC CNC Hardinge Turret Lathe, complete with Allen Bradley/Fanuc Super Prediction 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 | 140 | Jones & Lamson Optical Comparator, complete with 1 minute vernier | E7901 | 5038 | all |
| Fellows | 10 | 7382 | 141 | Arnada M81 COMA-602072 Fabkator CNC Turret Punch, complete with CNC controls, format type reader [72] buret stations, 7 ton capacity weights | C-57080 (1973) | 2050 | all |
| Fellows | 9 | 7388 | 142 | Jones & Lamson Optical Comparator, complete with 1 minute vernier | | 5039 | all |
| Fellows | 8 | 7382 | 143 | Brown & Sharpe Mill 612 Micromaster Surface Grinder | 523-612-3241 | 1967 | all |
| Fellows | 17 | 7388 | 144 | DJ-Aero Hardsalle Mill 2-Punch | B86041 | 1980 | all |
| Fellows | 15 | 7388 | 145 | Sallies Type 6G Drill Point Grinder, complete with 6" grinding wheel, drill holder, coolant system | E7961 | 1567 | all |
| Fellows | 35 | 7388 | 146 | Drels & Knapp Chicago Banding Finger Brake size 74 | 102700 | 1684 | all |
| Fellows | 34 | 7388 | 147 | Walker Turret Drill Press | 1221 | 1343 | all |
| Fellows | 31 | 7388 | 148 | Parker Mill 235B Power Facer | | | |
| Fellows | 6 | 7392 | 149 | Jones & Lamson Cheater Shonener Machine, complete with single-carbide-grinder-ohg-grinding-wheel-exhaust-to-rotor | 479 | 1608 | all |
| Fellows | 37 | 7389 | 150 | Abrasive Cut-off Saw | | 5825 | all |
| Fellows | 37 | 7389 | 151 | Gleason Carbide Grinder, complete with single vertical grinding wheel, dual tool holders, coolant system | | 4070 | all |
| Fellows | 37 | 7389 | 152 | Stand Mounted Manual Bender | | 5614 | all |
| Fellows | 37 | 7389 | 153 | Everett Mill 12H11 Abrasive Cut-off Saw | 1380 | 5592 | all |
| Fellows | 37 | 7389 | 154 | W. A. Whitney Mill 895-A Manual Punch Duplicate, complete with foot switch | | 1917 | all |

T-904

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| 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 | 312-300 | 1799 | |
| Fellows | 1 | 7392 | 168 | AAF Type D Ratio-one axis calibrator | | 3876 | |
| Fellows | 15 | 7392 | 157 | Barnwood Electrolytic Mill CBE-45C Carbide Tool Grinder, complete with tool, positioner | 1221 | 1860 | |
| Fellows | 30 | 7387 | 158 | Arter Mid A1-12 Rotary Surface grinder, complete with 14" electro-magnetic chuck, 10" grinding wheel, coolant system | 3234 | 1513 | |
| Fellows | 17 | 7387 | 236 | Standings & Lewis Mid 81071PCS Horizontal Boring Mill, complete with Giddings & Lewis electronic NC control, 5 spindle, Jorgensen chip conveyor, 48"x48" turn table, 46"x74" table | 50-1703-61 | 2000 | see photo #33, all |
| Fellows | 14 | 7387 | 237 | Shepard Niles 5 Ton Capacity Double Girder Bridge Crane, approx 60' span | 87285 | 104 | |
| Fellows | 34 | 7420 | 238 | 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, 5Jtur lubricator, Numerical NC controls | 410-60-08 | 1875 | all |
| Fellows | 10 | 7387 | 239 | Devillog Mid 4H-60 Spinnematic-jig Mill, complete with 40"x60" T-slotted table, manual controls, Bauusch & Lomb Ace-file III Digital Readout | 8682 | 1803 | all |
| Fellows | 13 | 7387 | 240 | Enillon 3305 Coordinate Measuring Machine, complete with digital read 6002 computer control, DEA med DYDA XYZ readout, 77"x150"x28" surface plate, digital recorder if printer, digital mdl VT-320 motor | 8533 | 9499 | |
| Fellows | 9 | 7387 | 241 | Devillog Mid 4H-60 Spinnematic-jig Mill, complete with 40"x60" T-slotted table, manual controls, utilizing Bauusch & Lomb microline digital readout, all accessories | 8310 | 1787 | all |
| Fellows | 11 | 7387 | 242 | 4x8x14" Granite Surface Plate | | | |
| Fellows | 10 | 7387 | 243 | Foedick Radial Drill, complete with 7" Arm, 18" diameter column, 55"x61" T-slotted base | 17846 | 1588 | all |
| Fellows | 11 | 7387 | 244 | Electro Arc Mid 20VT Metal Tap Distributor, complete with Electro Arc Autofeed, single head | 3289 | 1974 | all |
| Fellows | 11 | 7387 | 245 | Caution Radial Drill, complete with 4" arm, 13" diameter column, 24"x30" box table, T-slotted base | 3A-9785 | 1506 | all |
| Fellows | 10 | 7387 | 246 | Shepard Niles 5 Ton Capacity Double Girder Top Riding Bridge Crane, approx 60' span | 87286 | 105 | |
| Fellows | 10 | 7387 | 247 | Shepard Niles 5 Ton Capacity Gantry Crane, complete with single leg, with bridge supported by 30' cantenary | 87287 | 106 | |
| Fellows | 10 | 7372 | 248 | Wright 3 Ton Capacity Gantry Crane, complete with single leg, with bridge supported by 20' cantenary, 3 ton capacity cable with bridge supported by 20' cantenary, 3 ton capacity cable hook, 6-button pendant control | | 129 | |
| Fellows | 10 | 7372 | 249 | Wright 3 Ton Capacity Gantry Crane, complete with single leg | | 133 | |
| Fellows | 10 | 7372 | 250 | Wright 3 Ton Capacity Gantry Crane, complete with single leg | | 132 | |
| Fellows | 10 | 7372 | 251 | Wright 3 Ton Capacity Gantry Crane, complete with single leg | | 128 | |
| Fellows | 10 | 7372 | 252 | Greenard 4 Arbor Press | | 9002 | |
| Fellows | 10 | 7372 | 253 | Wright 3 Ton Capacity Gantry Crane, complete with single leg | | 131 | |
| Fellows | 10 | 7372 | 254 | Pressure Test Stand (for hydraulic hoses), complete with various gauges, stand along hydraulic unit, various manifolds, connecting lines | | 5554 | |

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| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|------------|---------|---------------------|
| Fellows | | | 255 | Leeds & Northrup Mdl 4870JB-00-11 Homo Furnace, 66 KW, Complete with 48" diameter, heating baskets, stand alone control panel, Leeds & Northrup speedomatic slip chart recorder. | 882645 | 5108 | |
| 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. | 62F706 | 3 | |
| Fellows | | | 258 | Leeds & Northrup Mdl 4870JB-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. | 17834 | 5107 | |
| Fellows | | | 259 | Weldman Mdl AL22-242-TH-CT Heat Processing System, complete with industrial heating control 1500-CFH, Thermalyne Producer, Thermalyne Producer 1500-CFH, 1450 Fahrenheit maximum temperature, Honeywell gas pressure switches. | | | |
| Fellows | | | 260 | Type HD 630-ENS Heavy Duty Electric Furnace, 2000 degrees Fahrenheit | 82669 | 5123 | |
| Fellows | | | 261 | Leeds & Northrup Mdl 4870JB-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 | 5108 | |
| Fellows | | | 262 | Cleaning Line consisting of: 2-section stainless steel cabinet, ultrasonic detergent bath (hot water), poly hot water fibre tank, tally hot air drying system with custom work/access platform, safety rails, support equip, insulated tanks, stainless steel t | | | TIN coating room |
| Fellows | | | 263 | Orbiton Generator | 42 11 0037 | | not part of coating |
| Fellows | | | 264 | Type 058 Heavy Duty Electric Multiple Unit Furnace | 93586 | 5108 | |
| Fellows | | | 265 | Miscellaneous items in Coating Furnace Area: assorted desks, chairs, ladders, essel, shelving, cabinets, forams stand, fire extinguishers, work benches, balances, clocks, work platform, protective 2-drawer cabinet with lock, etc. | | | TIN coating room |
| Fellows | | | 266 | Blazers Mdl 6A1-730-TIN Vacuum Coating Furnace, complete with 30" diameter 124" 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 | | | 267 | Miscellaneous items in Storage Area: portable scale, file cabinets, desks, exit conveyors, stackable bins, GAF Mid 715D blueprint copy machine, Terney furnace, electric control unit, etc. | | | |
| Fellows | | | 268 | MPI Precision Corporation Mdl 6525 Calibrator, located on 48"x48"x24" black granite surface plate, complete with 20" rotary table, 35" vertical head travel, TBSA 10-PP probe, interfaced to IBM 3505350 computer, backup tape drive, single disk drive, IB | 8050 | | Cage Control Room |
| Fellows | | | 269 | United Tool Supply Unite-A-Mite Mdl 8800 Gear Inspection Machine, complete with Datamyte Controller | 8961 | | |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|------------|---------|---------------------------------------|
| Fellows | | | 270 | Fellows Mdl 600DL Redline Gear Inspection Machine, complete with vertical center, Fellows Gauge, strip type chart recorder | 36891 | 1892 | |
| Fellows | | | 271 | Fellows Involute Measuring Machine, 24" maximum width, complete with chart recorder | 33277 | 5592 | |
| Fellows | | | 272 | Fellows Mdl 12M Involute Gear Inspection Machine, complete with vertical center, Fellows gauge, strip type chart recorder | 27554 | 5541 | |
| Fellows | | | 273 | Faces Plate, inspection tool post holder, stand-along controller, chart recorder | 34392 | 6588 | |
| Fellows | | | 274 | Fellows Mdl 12M Involute Gear Inspection Machine, complete with vertical center, Fellows gauge, strip type chart recorder | 32823 | 6803 | 388897 |
| Fellows | | | 275 | Fellows Mdl 12M Involute Gear Inspection Machine, complete with chart recorder | 34289 | 5591 | Involute Masters (Gage Control) |
| Fellows | | | 276 | Miscellaneous items throughout Inspection Area: work benches with vises, assorted storage and file cabinets, multi-drawer tool cabinets, blueprint file cabinets, tables, desks, chairs, carts, ramps, fans, Datamyte computer terminal, snap on tool cart, pad | | | |
| Fellows | | | 277 | 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, ass. lenses, surface plates, office furniture, desks, chairs, | | | |
| Fellows | | | 278 | Chevrolet S10 Pickup Truck, VIN 1GC8S14ZK22B4629 | | | Lease vehicle RETURNED |
| Fellows | | | | Fellows 12H | 32934-4621 | 5362 | Lead Masters, In Gage Control |
| Fellows | | | | Portable Chart Instrument | | 5575 | Involute Masters (Gage Control) |
| Fellows | | | | Set of Precision Centers Inmable plate | | 3747 | Involute Masters (Gage Control) |
| Fellows | | | 278 | Office Furniture on first level: assorted sizes 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 | | | |
| Fellows | | | 280 | Arifonnet 218 Plotter, complete with 50"x90" plotting table, (4) printing heads, electronic eyes, remote controller | BE4780 | | |
| Fellows | | | | Miscellaneous items in Carbons Area: 30' serving area, 20"x3' grids, ball-in GE dual station, air flow refrigerated sealed area, plate server, dual station roll-around stainless steel preparation table, Hoabert mdl A-200 mixer (SN 1804145), United Inc | | | |
| Fellows | | | 281 | Miscellaneous Office Furniture on 2nd Level: partitions, fans, assorted sizes & styles of tables, chairs, and cabinets, desks, bookcases, lockers, shelving, blueprint file cabinets | | | |
| Fellows | | | | Misc Office furniture in Field Services Area: wooden file cabinets, folding chairs, work tops, ass. tables and chairs, folding tables, bookcases, hall trees, conference tables, meter boards, etc. | | | ???? Moved to lower level |
| Fellows | | | 283 | Shepard Miles 8-ton capacity double girder top riding bridge crane, approximately 30' span | 67801 | 110 | |
| Fellows | | | 284 | Milwaukee M43 H Horizontal Milling Machine | 53-3468 | 1077 | Guide Mill for non-hydrostatic guides |
| Fellows | | | 286 | Guide Scaper | | 1867 | Non-hydrostatic guides |
| Fellows | | | 287 | 10"x40" bench center | | | |

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| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|-----------------|------------|---|------------|---------|---|
| Fellows | | | 288 | Fellows Guide Mill, complete with dual head | | 1971 | Hydrostatic guides |
| Fellows | | | 289 | (2) Walker Turner Drill Presses | | 1689 | all |
| Fellows | | | 290 | 4" Double End Carbide Tool Grinder | | 1455 | all |
| Fellows | | | 291 | Fellows Type 12H Refiner Gear Tester | 28432 | 1780 | all |
| Fellows | | 7383 | 292 | Alter 14" Rotary Surface Grinder | | 5218 | Rough check of lead during mtg. process |
| Fellows | 20 | 7389 | 293 | #3 Micro Jig Grinder | G117 | 1072 | all |
| Fellows | 29 | 7389 | 294 | Brown & Sharpe #3 Cylindrical Grinder | | 1889 | all |
| Fellows | 89 | 7383 | 300 | Norton 10" x 60" Universal Cylindrical Grinder | 1942 | 1088 | all |
| Fellows | 64 | 7383 | 304 | Fellows Bench Center | | 1243 | all |
| Fellows | 76 | 7383 | 307 | Landis Type 3RH 30"x72" Universal Cylindrical Grinder, complete with ID grinding spindle | 867-10 | 5748 | all |
| Fellows | 73 | 7383 | 308 | Fellows Pressor Angle Checker | | 2037 | all |
| Fellows | | | 310 | Alter M&H A1-12" Rotary Surface Grinder | 324 | 5273 | checking PA on worms |
| Fellows | | | 311 | Sellers Mill G5 Drill Point Grinder | E7681 | 1613 | |
| Fellows | | | 312 | Pullman Type P7 Nibbler, complete with 48" finet | 52954 | 1587 | |
| Fellows | 28 | 7388 | 318 | Pangborn Reach-In Type Blast Cabinet, with reclaim | AM07018002 | 1839 | all |
| Fellows | | | 320 | Pangborn Reach-In Type Sand Blast Cabinet (currently not in service) | | | |
| Fellows | | 7388 | 321 | (2) Topco Shop Hoists | | | Switkey-7382 |
| Fellows | | 7383 Steel Room | 322 | Steel Storage Racks & Material | | | |
| 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, powerfeed & clamp | 138-82944 | 1721 | all |
| Fellows | 3 | 7383 | 325 | Mervel Series 64 Power Hack Saw | 67202 | 1865 | all |
| Fellows | 9 | 7383 | 326 | Power Eagle Portable Steam Clean | 76120 | | all |
| Fellows | 17 | 7382 | 327 | Rivett Toolroom Lathe | | 1885 | all |
| Fellows | 16 | 7382 | 328 | Southland Lathe Bench | | 1886 | all |
| Fellows | 15 | 7382 | 329 | Southland Lathe, with basket | 41723NFRS | 1858 | all |
| Fellows | 19 | 7382 | 330 | Grooving Lathe | | 640 | all |
| Fellows | 19 | 7382 | 331 | Jones & Lamson Mill 7A Universal Turned Lathe, complete with Newell 3-axis digital readout | | 1471 | all |
| Fellows | 20 | 7382 | 332 | Warner & Swazey Turned Lathe | | 922 | all |
| Fellows | 21 | 7382 | 333 | Fellows Line Engraver | | 2032 | M&L Compressor Chart Rings |
| Fellows | 22 | 7382 | 334 | Fellows / Brown & Sharpe Line Engraver | | 692 | all |
| Fellows | 25 | 7382 | 335 | Gorton Pantograph | | 1434 | all |
| Fellows | 23 | 7382 | 336 | Hemmer Table Pantograph | | 1683 | all |
| Fellows | 24 | 7382 | 337 | Gorton Mill Grinder | | 1435 | all |
| Fellows | 7 | 7420 | 338 | 36"x66"x16" granite surface plate #11 | | | all |
| Fellows | 6 | 7420 | 339 | 39"x36"x4" granite surface plate #11 | | | all |
| Fellows | 14 | 7386 | 341 | Lapline Mill HP 50" Horizontal Broach; large quantity of linchpins | 59206 | 2042 | |
| Fellows | 1 | 7386 | 342 | Vertical Broach, complete with 30" stroke | | 2044 | |
| Fellows | | | | Maintenace Computer System (over 2000) with reader servers, tape support systems, network PC, (47) assorted PC work-stations & printers, (4) conference rooms, approx (6) desks and chairs, (42) tables, (12) 2-door cabinets, storage shelving, (84) blueprints, 1 | 2831 | 421 | Fellows 777 |
| Fellows | 52 | 7387 | 374 | Substrand Tool Setter | | 6630 | all |
| Fellows | 1 | 7420 | 375 | 48"x72"x10" Granite Surface Plate | | | By DEA |
| Fellows | | | 376 | Inspection Instrument: Mics, height gages, etc | | 523 | all |
| Fellows | 2 | 7372 | 377 | 18" Drill Press | | | all |

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| Co. | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|----------------------|---------|------------------------|
| Fellows | 1 | 7372 | 378 | Backsaw, complete with belt, bander on cart | | 5683 | NOTE: 2 separate items |
| Fellows | 3 | 7372 | 378 | 17' Leaband Old Engine Lathe | | 1663 | all |
| Fellows | 5 | 7372 | 380 | Oster 2" pipe threader | 5628Z-1118 | | JUL #3220; All |
| Fellows | 6 | 7372 | 381 | Arbor 16" Rotary Surface Grinder | DPC11289WRI | | all |
| Fellows | 7 | 7372 | 382 | Greenard #4 Floor Type Arbor Press | | 5676 | all |
| Fellows | 8 | 7372 | 383 | Walker Turner 17" Floor Type Drill Press | 1326204 | | all |
| Fellows | 10 | 7372 | 384 | Okamoto Mid PRG-6 24" Rotary Surface Grinder, complete with coolant, wheel dresser | 1087 | | all |
| Fellows | 13 | 7372 | 385 | #B5 Abrasive Powerfeed Surface Grinder, complete with 8"x16" chuck | 1762 | | all |
| Fellows | 14 | 7372 | 387 | 9"x20" Southband Bench Lathe | B1001NC | | all |
| Fellows | 16 | 7372 | 388 | Keyo 12" Double End Pedestal Grinder | | 1850 | all |
| Fellows | 17 | 7372 | 389 | Walker Turner 20" Floor Type Drill Press | 21143 | | all |
| Fellows | 18 | 7372 | 390 | Greenard #4 Floor Type Arbor Press | | 3002 | all |
| Fellows | 20 | 7372 | 391 | Fellows Hydraulic Testing Machine, complete with hydraulic pump and notes | | 555A | Fellows |
| Fellows | 22 | 7372 | 392 | Walker Turner 20" Floor Type Drill Press | 2844 | | all |
| Fellows | 21 | 7372 | 383 | Arbor 12" Rotary Surface Grinder | | 382 | all |
| Fellows | 24 | 7372 | 394 | Jelichsen Surface Grinders (currently out of operation) | | 1834 | |
| Fellows | 28 | 7372 | 398 | Parker Mill 2328 Power Flanger, on cart | 1327 | | |
| Fellows | 28 | 7372 | 398 | Shepard Niles 20 Ton Capacity 60" span double girder top running bridge crane, complete with pendant controls | 67293 | | 102 |
| Fellows | 3 | 7372 | 401 | Shipping & receiving Area: bench, shelves, cabinets, etc. | | | |
| Fellows | 3 | 7350 | 402 | Raymond Stacker Type Stand Ride Electric Forklift Truck, 3000# capacity | 810-E3FT-36-25-120-3 | | 5187 |
| Fellows | 2 | 7350 | 403 | Miscellaneous items in Maintenance Room: shelving, parts, cabinets, benches, emergency generator, etc. | | | |
| Fellows | 2 | 7350 | 404 | 7500# capacity Mid S10F7 Mark Powered Manlift | 1839770 | | 5541 |
| Fellows | 24 | 7350 | 405 | 5000# capacity Yale propane-powered solid tire Forklift Truck | AE-084309 | | 4 |
| Fellows | 22 | 7350 | 406 | Fabtek Gas/Propane Manlift Unit, complete with boom truck | | | 6478 |
| Fellows | 18 | 7350 | 407 | Centent Pump | | | 5676 |
| Fellows | 23 | 7350 | 408 | John Deere Mid 750 Diesel Tractor, with mower | | | |
| Fellows | 1 | 7350 | 409 | Tanment Mid 285 Propane Powered Floor Sweeper | 7723 | | 6493 |
| Fellows | 17 | 7350 | 410 | Fellows Constant Recovery System, Mondak evaporator | | | |
| Fellows | 12 | 7350 | 411 | 2500# Clark Propane powered Forklift Truck, complete with solid tires | CF28448-853-1188 | | 5546 |
| Fellows | 11 | 7350 | 412 | 2000# Clark Propane powered Forklift Truck, complete with solid tires | C20B62985Z767 | | 6063 |
| Fellows | 14 | 7350 | 413 | Rigid 535 Pipe Threader | 73185 | | |
| Fellows | 19 | 7350 | 414 | Propane Powered Portable Surge Sucker | 4285 | | |
| Fellows | 10 | 7350 | 415 | Clark Electric Stand-up Type Forklift Truck 3000# capacity, complete with charger | NSP24610182532 | | 5572 |
| Fellows | 13 | 7352 | 416 | 4000# Raymond Mid 40 Stand-up Type Stacker Type Electric Forklift Truck | 900E4RTN-882 | | 5360 |
| Fellows | | 7372 | 420 | Shepard Niles 20 Ton Capacity 60" Span Double Girder Top Running Bridge Crane, complete with pendant controls | 67282 | | 101 |
| Fellows | 1 | 7382 | 421 | Shepard Niles 10 Ton Capacity 60" span double girder top running bridge crane, complete with pendant controls | 64885 | | 1830 |
| Fellows | 2 | 7382 | 422 | Rockwell Deba 12"x14" Table Saw | | | all |
| Fellows | 2 | 7382 | 424 | Dewalt 12" Radial Arm Saw, complete with wire feed table | 377326 | | 1768 |
| Fellows | 3 | 7382 | 425 | Carnet Mid S188 48" Radial Arm Saw, complete with table, AC motor & controls | FP93227 | | 1581 |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|--|----------|---------|---|
| Fellows | 4 | 7362 | 426 | Dust Collector | | 5675 | |
| Fellows | 5 | 7362 | 427 | Delta 20" Horizontal Bandsaw, complete with vari-speed tilt table | 140151 | | all |
| Fellows | 6 | 7362 | 428 | Black & Decker Mdl. 3480-142 Panel Saw | 43770009 | 5840 | all |
| Fellows | 7 | 7362 | 429 | Max 16" Disc Sander | | 1816 | all |
| Fellows | 8 | 7362 | 430 | Delta 17" Floor Type Drill Press | 108-8748 | 1872 | all |
| Fellows | 9 | 7362 | 431 | Delta 10" Table Saw | | 6988 | all |
| Fellows | | 7362 | 433 | Shipping Room Equipment: Sore, work benches, bending cart, etc. | | | |
| Fellows | | 7376 | 434 | (3) Cockat separators for loading area | | | |
| Fellows | 20 | 7376 | 435 | Greenleaf BA Floor Tyros Arbor Press | | 5653 | |
| Fellows | 10 | 7376 | 436 | Anonulu Mdl. 1360 Pro Crimp Hydraulic Line Cutter | | | |
| Fellows | 2 | 7376 | 437 | Lucas Wheel Press | | 5348 | |
| Fellows | 1 | 7376 | 438 | Parker Power Plater | 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, filbags, 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 | 449c | 3-Ton Shepard Niles Top Running Bridge Crane 30' Span | | 113 | |
| Fellows | | 7376 | 449d | 5-Ton Shepard Niles Top Running Bridge Crane 30' Span | | 114 | |
| Fellows | | 7376 | 455a | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 114 | |
| Fellows | | 7376 | 455b | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 115 | Were previously combined as one item number |
| Fellows | | 7376 | 455c | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 116 | |
| Fellows | | 7376 | 455d | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 117 | |
| Fellows | | 7372 | 456a | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 118 | Were previously combined as one item number |
| Fellows | | 7372 | 456b | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | 119 | |
| Fellows | | 7372 | 456c | Shepard Niles 3 Ton Capacity 30' Span Top Running Single Beam Bridge Crane | | | |
| Fellows | | 7376 | 457 | Misc: Fellows Assembly Low Bay: Racks, cabinets, benches, ladders, benches, diecast stokes, etc. | | | |

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| Co | Item # | Dept | Item # | Description | Serial # | Asset # | Notes |
|---------|--------|----------------------|--------|---|-----------------|---------|--|
| Fellows | 39 | 7372 | 459 | Greenarc 34 Floor Type Air Press | | | |
| Fellows | 38 | 7372 | 460 | Southland 8'x20' Bench Type Engine Lath | 47408NART0 | 1717 | all |
| Fellows | | | 461 | Brown & Sharpe 62.5" 112" Hand Feed Surface Grinder [3] 80' span bridge cranes; [1] 2 ton double girder bridge crane; [1] 5 ton double girder bridge crane; [1] 1 ton single girder bridge crane | | 868 | all |
| Fellows | | | 461 | Atlas Copco Type GAU007 Pack 125HP Rotary Screw Type Air Compressor | 2319461 | | |
| Fellows | | Boiler Room | 476 | Rollair Worthington 125HP Rotary Screw Type Air Compressor | 6460 | | |
| Fellows | | Boiler Room | 476 | Compressor | 0312A-3-9104-11 | | |
| Fellows | | Boiler Room | 477 | Hannison Mdl 80700 Compressed Air Dryer | | | |
| Fellows | | | 478 | Surplus Room: work bench, granite plates, assembly stands, nuclear tool cabinets, [4] arbor presses, parts carts, bench center, etc. | | | Need "willing" fixtures for assembly of C.S. housings |
| Fellows | | 7372 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 | | 67 | |
| Fellows | | 7378 | 480 | Bryant Base Assembly Room: [2] dust assembly benches, racks, pallet trucks, tables, shelves, etc. | | | see attached |
| Fellows | | 7378 | 481 | 84" x 80" Granite surface plate, complete with machine base | | | |
| Fellows | | 7378 | 482 | 172 ton jib arm crane. 1/2 ton bridge crane | | | |
| Fellows | | 7378 | 483 | comparator. More rooms: shelving, cabinets, carts, die lift trucks, bench type ultrasonic cleaners, etc. | | | |
| Fellows | | 7375 | 484 | Misc items in Tally Assembly Gage Room: cabinets, benches, file cabinets, desks, etc. | | | |
| Fellows | | Tally Room | 484 | Fellows converted lead instrument, wireless 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 receipts |
| Fellows | | 7376 | | Topic 20 Comparator | | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | PC 14 Comparator | | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | TC 14 Comparator | 34288 | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | Special Gage Comparator FC-14 base for master checking | 3480 | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | Classic 130 Comparator | C77000 | | calibration - parts orders and receipts |
| Fellows | | 7375 | | Epic 30 Comparator | | | calibration - parts orders and receipts |
| Fellows | | 7375 | | Mercury Arc test stand | | | calibration - parts orders and receipts |
| Fellows | | 7375 | | [5] Service Kits - [1] Complete; [4] partials | | | calibration - parts orders and receipts |
| Fellows | | 7375 | | AAC-6001 inspection master kit #7 | 832 | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | HP-6900C Laser Head | | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | HP-5505A Laser Display | | | master machines/items for lens calibration - parts orders and receipts |
| Fellows | | 7375 | | HP-9510 A Compensator | | | calibration - parts orders and receipts |
| Fellows | | 7375 | | HP-9160A Thermal Printer | | | calibration - parts orders and receipts |
| Fellows | | 7375 | | HP Reflector Mount | | | master machines/items for lens calibration - parts orders and receipts |

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12:50pm

08-20-2002

| Co | Item # | Dept | Row Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|--------------|---------|----------------------------------|
| Fellows | | 7440 | 525 | Hammond Mid DF1K30 Reach-In Type Blast Cabinet, complete with recirculator system | 716 | | |
| Fellows | | 7440 | 526 | Fluid Therm Super Right Surface Coating System, complete with controls | | | Superfite |
| Fellows | | 7440 | 527 | 4-stage Tool Steel Heat Treating System consisting of (4) block ovens, Leads & Normup controls, max temp 2460 deg F/air | | | |
| Fellows | | 7440 | 528 | Pangborn Type 53EN-2 Reach-In Type Blast Cabinet | 4227 | | |
| Fellows | | 7440 | 529 | Pangborn Mid 200CA-2 Dust Control System | 200CA-2-8245 | 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" diam 3 Ton Shepard Mias Top Running Bridge Crane | | 42 | |
| Fellows | | 7472 | 533 | Oliver of Adrien Mill RECZ 5-axis Tool & Cutter Grinder | | | Finals - Cutters, auto-operation |
| Fellows | | 7472 | 534 | Bryant Mill 1116 ID Grinder | | 1512 | Hole Line Cutters |
| Fellows | | 7472 | 535 | Norton Plain Cylindrical Grinder | C12111 | 879 | for cams |
| Fellows | | 7472 | 536 | Whitton Style 642-1880-100 Rotary Surface Tool grinder, complete with 8" wheel, 3800 RPM to spindle | 301017 | 1203 | OS Walker (Faceback) |
| Fellows | | 7472 | 537 | Whitton Style 642-1880-100 Rotary Surface Tool grinder, complete with 8" wheel, 3600 RPM to spindle | | 914 | OS Walker (Faceback) |
| Fellows | | 7472 | 538 | Heald Mid 272 plain ID Grinder, complete with 10" magnetic chuck, AC motor and push button controls | 37640 | 1900 | chairs |
| Fellows | | 7472 | 539 | Heald Mid 171 plain ID grinder, complete with 8" magnetic chuck, 27000 RPM grinding spindles | 33646 | 1893 | holes (reads work) |
| Fellows | | 7472 | 540 | Brown & Sharpe #6 6"x18" platencylindrical grinder | | 1457 | shank CID's |
| Fellows | | 7472 | 541 | Chenard 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 Mill 3JR Hardness Tester | 3JR-7648 | | Hole Line Inspection |
| Fellows | | 7472 | 544 | After Mill A1-12 12" Rotary Surface Grinder | 3466 | 1588 | Hole Line 6 Degr Face |
| Fellows | | 7472 | 545 | Bryant Mill 112 ID Grinder, 19200 RPM Spindle speed, complete with 10" magnetic chuck | | 1141 | hole grind |
| Fellows | | 7472 | 546 | Norton 10"x48" plain cylindrical grinder, complete with power head stock | 13828 | 1018 | cam grind |
| Fellows | | 7478 | 547 | Tell Placa 8" rotary surface grinder | 251 | 1515 | shank cutter sharpen |
| Fellows | | 7478 | 548 | Heald Mid 161 Rotary Surface Grinder, complete with 10" magnetic chuck, controls | | 1868 | disc cutter sharpen |
| Fellows | | 7478 | 549 | Heald Mid 261 18" Rotary Surface Grinder, complete with electromagnatic chuck | 43688 | 1913 | disc cutter sharpen |
| Fellows | | 7478 | 550 | 21 Tool & Cutter Grinders, complete with AC motor & push button controls | | 910 | helical sharpen hand operated |
| Fellows | | 7478 | 551 | Norton 12"x48" Universal Cylindrical Grinder, complete with power head stock, Norton sensitivity gage | 2046 | 1878 | O.D. grinder (large cutters) |
| Fellows | | 7478 | 552 | Leblond #2 Tool & Cutter Grinder | | 1569 | Finals Hole Line ? |
| Fellows | | 7420 | 553 | Jones & Lamson Mid PC-16A Optical Comparator | E-46518 | | Finals inspection |
| Fellows | | 7420 | 554 | Jones & Lamson 14" Optical Comparator | | 5636 | Finals inspection |
| Fellows | | 7420 | 555 | Jones & Lamson 14" Optical Comparator | | 5034 | Finals inspection |
| Fellows | | 7420 | 556 | Jones & Lamson 14" Optical Comparator | | 5190 | Finals inspection |
| Fellows | | 7420 | 557 | Fellows Test Stand | | 1308 | Keyway Grind |
| Fellows | | 7470 | 558 | 6"x18" Abrasive Hand Feed Surface Grinder, complete with 2 axis Acu-rite digital readout | 752 | | Keyway Grind |
| Fellows | | 7470 | 559 | 6"x18" Abrasive Hand Feed Surface Grinder, complete with 2 axis Acu-rite digital readout | 922 | 1231 | Keyway Grind |
| Fellows | | 7470 | 560 | 15"x24" Granite Surface Plate, complete with microscope | | | Keyway Grind |

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| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|-------------|---------|----------------------|
| Fellows | | 7477 | 581 | Cincinnati #2 Tool & Cutter Grinder | | 1942 | Form Grind |
| Fellows | | 7477 | 582 | [2] Double End Beeping 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 | 1861 | Pinch (Lits Lite) |
| Fellows | | 7477 | 587 | Cincinnati #2 Tool & Cutter Grinder | 1D2T1L-1215 | 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 | 1228 | 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 | 1D2T1J-018 | 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 | H1593 | 1047 | Shank O.D.'s |
| Fellows | | 7477 | 583 | Cam Grinder (currently not in use) | | 1045 | 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) | | 659 | Form Grind (runable) |
| Fellows | | 7477 | 586 | Standard 8"X12" Hand Feed Surface Grinder | 163731M | 1554 | Form Grind |
| Fellows | | 7477 | 587 | Diaform Setting Stand | | 6277 | Form Grind |
| Fellows | | 7477 | 588 | Diaform Setting Stand | | 6276 | Form Grind |
| Fellows | | 7477 | 589 | Diaform Setting Stand | | 6278 | 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 | | 5018 | 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, die filler, bench vice | | | Form Grind |
| Fellows | | 7477 | 602 | Met BS-100 Mark 12 Horizontal Bandaw; complete with built welding & grinding attachment, bench type | 708145 | 2018 | Form Grind |

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| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|--|---------------|---------|-----------------------------------|
| Fellows | 7477 | 7477 | 600 | Jones & Lamson 14" Epic Optical Comparator, complete with 2-axis digital readout, lenses | EPIC 14 | | Form Grind |
| Fellows | 7477 | 7477 | 604 | Jones & Lamson 14" Optical Comparator | | 5023 | Form Grind |
| Fellows | 7477 | 7477 | 605 | Jones & Lamson 14" Optical Comparator | | 5031 | Form Grind |
| Fellows | 7477 | 7477 | 606 | Haug Super 612 6"x12" Hand Feed Surfaces Grinder | 60241 | 1816 | Form Grind |
| Fellows | 7477 | 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 | 7477 | 608 | Fellows Plate Grinder | | 1282 | Form Grind Hand Operated |
| Fellows | 7477 | 7477 | 609 | Fellows Plate Grinder | | 1283 | Form Grind Hand Operated |
| Fellows | 7350 | 7350 | 610 | Miscellaneous Maintenance Shop: motors, transformers, lights, benches, cabinets, tables, surfacplates, parts, storage area, etc. | | | Machine repair |
| Fellows | 7350 | 7350 | 611 | 21 Pedestal grinders | | | Machine repair |
| Fellows | 7350 | 7350 | 612 | Okie 75 ton 75HP garage type Abror Press, complete with 44" between uprights | 144327 | | Machine repair |
| Fellows | 7350 | 7350 | 613 | 21 Wash Tanks | | | Machine repair |
| Fellows | 7350 | 7350 | 614 | Dual 16" Horizontal Bandsaw, complete with built welding and grinding attachment | 38668 | | Machine repair |
| Fellows | 7350 | 7350 | 615 | Walker & Turner 20" Floor Type Drill Press | 2844 | | Machine repair |
| Fellows | 7350 | 7350 | 616 | Chapman 26" Geared Head Floor Type Drill Press | 38515 | 1922 | Machine repair |
| Fellows | 7350 | 7350 | 617 | 5 Ton Abell Howe 30" span Dual Grinder Top Running Bridge Crane | | 139 | Machine repair |
| Fellows | 7350 | 7350 | 618 | 5 Ton Abell Howe 30" span Dual Grinder Top Running Bridge Crane | | 138 | Machine repair |
| Fellows | 7350 | 7350 | 619 | 5 Ton Abell Howe 30" span Dual Grinder Top Running Bridge Crane | | 137 | Machine repair |
| Fellows | 7350 | 7350 | 620 | 21 Fellows Cam Former Inspection Machines for involute cutters grinders | | 1327 | Machine repair |
| Fellows | 7350 | 7350 | 621 | Handley 16"60" Geared Head Engine Lathes, complete with taper attachment, 3 jaw chuck, tool post, spindle speeds 16-1050 RPM | 29683H58 | 931 | Machine Repair Area |
| Fellows | 7350 | 7350 | 622 | Bridgeport Round Over Arm Vertical Milling Machine, complete with 9"x32" table, spindle speeds 80-2720 RPM | 12BR185808 | | Machine Repair |
| Fellows | 7350 | 7350 | 623 | 83B Abrasive Surface Grinder | | | Machine Repair |
| Fellows | 7350 | 7350 | 624 | After-Hit 1-3 12" Roby Surface Grinder | 290 | | Machine Repair |
| Fellows | 7350 | 7350 | 625 | Southend Mid A Bench Type Lathe, complete with Diehl Bench Type Drill Press | 47916NA71C | | Machine Repair |
| Fellows | 7474 | 7474 | 626 | Reishauer Type AZAK Gear Grinder, complete with coolant and separator tank, controls (1983) | 54400-36 | 2023 | See Photo #60 --New 1983 |
| Fellows | 7474 | 7474 | 627 | Reishauer Type AZAK Gear Grinder, complete with coolant and separator tank, controls (1983) | 54400-37 | 2024 | New 1983 |
| Fellows | 7474 | 7474 | 628 | Fellows / Reishauer Grinder, complete with Coolant tank, controls | 31270 | 1953 | Condition questionable |
| Fellows | 7474 | 7474 | 629 | Fellows / Reishauer Grinder, complete with Coolant tank, controls | | 1804 | Condition questionable |
| Fellows | 7474 | 7474 | 630 | Fellows / Reishauer Grinder, complete with Coolant tank, controls | | 1924 | Condition questionable (ZA) |
| Fellows | 7474 | 7474 | 631 | Reishauer Tool Grinder, Dia. Lappers | | 1959 | |
| Fellows | 7474 | 7474 | 632 | Reishauer Tool Grinder, Dia. Lappers | | 1976 | |
| Fellows | 7474 | 7474 | 633 | Reishauer Tool Grinder, Dia. Lappers | | 1912 | |
| Fellows | 7474 | 7474 | 634 | Fellows Work Gear Grinder | | 1724 | Fine Pitch Cutters |
| Fellows | 7474 | 7474 | 635 | Fellows Wheel Forming Machine | | 1720 | Form Reishauer Wheels |
| Fellows | 7474 | 7474 | 636 | Double End Barter, with dust collector | | | |
| Fellows | 7475 | 7475 | 637 | Fellows Mill 11-B Gear Grinding Machine | | 1266 | CA13, Spur Work, Difficult to run |
| Fellows | 7475 | 7475 | 638 | Fellows Mill 11-B Gear Grinding Machine | | 1281 | CA13, Spur Work, Difficult to run |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|--|----------|---------|------------------------------------|
| Fellows | 7475 | | 639 | Fellows Mill 11-9 Gear Grinding Machine | | 1269 | CA13 Spur Work, Difficult to run |
| Fellows | 7420 | | 640 | Jones & Lamson 14" Optical Comparator | | 5014 | Reishauer Inspection Booth |
| Fellows | 7420 | | 641 | Jones & Lamson 14" Optical Comparator | | 5018 | Reishauer Inspection Booth |
| Fellows | 7420 | | 642 | Jones & Lamson 14" Optical Comparator | | 5029 | Reishauer Inspection Booth |
| Fellows | 7420 | | 643 | Morris 3" Bench Type Surfaces Grinder | | 1508 | Reishauer Inspection Booth |
| Fellows | 7420 | | 644 | Fellows Test Stand | | 6189 | Reishauer Inspection Booth |
| Fellows | 7420 | | 645 | Fellows Mill 12M Involute Measuring Machine | 28868 | 6180 | Reishauer Inspection Booth |
| Fellows | 7420 | | 646 | Fellows Mill 12M Involute Measuring Machine | 32062 | 5353 | Reishauer Inspection Booth |
| Fellows | 7420 | | 647 | Fellows Mill 12M Involute Measuring Machine | 32016 | 6258 | Reishauer Inspection Booth |
| Fellows | 7420 | | 648 | Hoffman Type EO-RIE Batching Machine | 6238452 | 1771 | Reishauer Inspection Booth |
| Fellows | 7420 | | 649 | Jones & Lamson Mill PC-14A Optical Comparator | C-620283 | 6487 | Reishauer Inspection Booth |
| Fellows | 7420 | | 650 | Jones & Lamson Mill PC-14A Optical Comparator | C-620282 | 6488 | Reishauer Inspection Booth |
| Fellows | 7420 | | 651 | Fellows Mill 12H Lead Measuring Machine | 29283 | 5217 | Reishauer Inspection Booth |
| | | | | | | 6280 | |
| | | | | | | 6246 | |
| | | | | | | 5164 | |
| Fellows | 7420 | | 652 | Fellows Tooling Set, with 45 bench stations | | 5187 | Reishauer Inspection Booth |
| Fellows | 7420 | | 653 | Fellows #4 Redliner Testing Machine | | 5685 | Reishauer Inspection Booth |
| Fellows | 7420 | | 654 | Jones & Lamson Mill PC-14A Optical Comparator | 30069 | 6473 | Reishauer Inspection Booth |
| Fellows | 7420 | | 655 | Jones & Lamson Mill PC 30" Optical Comparator | E-46875 | 6042 | Reishauer Inspection Booth |
| Fellows | 7420 | | 656 | Jones & Lamson Mill PC 30" Optical Comparator | | 5041 | Reishauer Inspection Booth |
| Fellows | 7473 | | 657 | Fellows Mill 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser | 15310 | 2013 | Built 1983 |
| Fellows | 7473 | | 658 | Fellows Mill 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser | 15311 | 2014 | |
| Fellows | 7473 | | 659 | Fellows Mill 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser | 15312 | 2015 | |
| Fellows | 7473 | | 660 | Fellows Mill 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser | 15309 | 2012 | |
| Fellows | 7473 | | 661 | Fellows Mill 1530 Shaper Cutter Grinder, complete with processor control, wheel dresser | 15308 | 2011 | |
| Fellows | 7473 | | 662 | Fellows Mill 1530 CNC Shaper Cutter Gear Grinder, complete with 2001 GE Fanuc Powermate controls | | 2004 | |
| Fellows | 7473 | | 663 | Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control | 15002 | 1970 | All need new controls, some do run |
| Fellows | 7473 | | 664 | Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control | 15003 | 1987 | All need new controls, some do run |
| Fellows | 7473 | | 665 | Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control | 15004 | 1986 | All need new controls, some do run |
| Fellows | 7473 | | 667 | Fellows 15-20 Shaper Cutter Grinder, complete with Fellows processor control | 15001 | 1989 | All need new controls, some do run |
| Fellows | 7473 | | 668 | Fellows 12-20 Shaper Cutter Grinder, complete with Fellows processor control | | 1982 | All need new controls, some do run |
| Fellows | 7473 | | 669 | Fellows #12 Shaper Cutter Grinder, complete with Fellows processor control | | 1133 | All need new controls, some do run |
| Fellows | 7473 | | 670 | Fellows #12 Shaper Cutter Grinder, 15" | | 1068 | Exit door #7 (junk) |
| Fellows | 7473 | | 671 | Fellows #12 Shaper Cutter Grinder | | 1165 | Exit door #7 (junk) |
| Fellows | 7473 | | 672 | Labond #2 Tool & Cutter Grinder | | 1417 | |
| Fellows | 7473 | | 673 | Jones & Lamson Thread Grinder (an is) | | 1148 | Junk |
| Fellows | 7473 | | 674 | Fellows 30" CNC Shaper Cutter Grinder with 2001 Fanuc Control | 15307 | 2010 | |
| Fellows | 7473 | | 676 | Fellows Mill 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control | | 2009 | |
| Fellows | 7473 | | 678 | Fellows Mill 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control | | 2008 | |
| Fellows | 7473 | | 677 | Fellows Mill 1530 CNC Shaper Cutter Grinder, complete with Summit Processor control | | 2007 | |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|--|-----------|---------|---------------------|
| Fellows | | 7473 | 676 | Fellows Mid 1530 CNC Shaper Cutter Grinder, complete with Summit Processor combd | | 2006 | |
| Fellows | | 7473 | 678 | Fellows Mid 1530 CNC Shaper Cutter Grinder, complete with 2001 GE Fanuc Powermate Controls | | 2005 | |
| Fellows | | 7473 | 680 | Fellows 15" Shaper Cutter Grinder | | 1166 | 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 | | Fellows 15" Shaper Cutter Grinder | | 1182 | junk, back side |
| Fellows | | 7473 | | Fellows 15" Shaper Cutter Grinder | | 1181 | junk, back side |
| Fellows | | 7473 | 683 | Fellows 15" Shaper Cutter Grinder | | 1176 | Back side |
| Fellows | | 7473 | 684 | Fellows 15" Shaper Cutter Grinder | | 1184 | Back side |
| Fellows | | 7473 | 685 | Fellows 15" Shaper Cutter Grinder | | 1176 | Back side |
| Fellows | | 7473 | 686 | Fellows 15" Shaper Cutter Grinder | | 1184 | Back side |
| Fellows | | 7473 | 687 | Fellows 15" Shaper Cutter Grinder | | 1172 | Back side |
| Fellows | | 7473 | 688 | Fellows 15" Shaper Cutter Grinder | | 1122 | Back side |
| Fellows | | 7473 | 689 | Fellows 15" Shaper Cutter Grinder | | 1120 | 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 | | 5026 | 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 | | 5033 | Inspection Booth |
| Fellows | | 7420 | 696 | Jones & Lamson 14" Optical Comparator | | 5025 | Inspection Booth |
| Fellows | | 7420 | 697 | Jones & Lamson 14" Optical Comparator | | 5029 | Inspection Booth |
| Fellows | | 7420 | 698 | Jones & Lamson 14" Optical Comparator | | 5022 | Inspection Booth |
| Fellows | | 7420 | | Jones & Lamson 14" Optical Comparator | C-520281 | 6488 | Inspection Booth |
| Fellows | | 7420 | 699 | Fellows Mid 12M Involute Measuring Machine | 26524 | 5215 | Inspection Booth |
| Fellows | | 7420 | 700 | Fellows Mid 12M Involute Measuring Machine | 34287 | 5539 | Inspection Booth |
| Fellows | | 7420 | 701 | Fellows Mid 12M Involute Measuring Machine | 32219 | 5214 | Inspection Booth |
| Fellows | | 7420 | 702 | Fellows Mid 12M Involute Measuring Machine | 19822 | 5205 | Inspection Booth |
| Fellows | | 7420 | 703 | Fellows Mid 12M Involute Measuring Machine | 21554 | 5541 | Inspection Booth |
| Fellows | | 7420 | 704 | Fellows Mid 12M Involute Measuring Machine | 24114 | 6183 | Inspection Booth |
| Fellows | | 7420 | 705 | Fellows Mid 12M Involute Measuring Machine | 26410 | 6182 | Inspection Booth |
| Fellows | | 7420 | 706 | Fellows Mid 12M Involute Measuring Machine | 17082 | 6106 | Inspection Booth |
| Fellows | | 7420 | 707 | Fellows Mid 12M Involute Measuring Machine | 28900 | 5210 | Inspection Booth |
| Fellows | | 7420 | 708 | Fellows Mid 12M Involute Measuring Machine | 34286 | 6540 | Inspection Booth |
| Fellows | | 7420 | 709 | Fellows Mid 12M Involute Measuring Machine | 33927 | 6518 | Inspection Booth |
| Fellows | | 7420 | 710 | Fellows Mid 12M Involute Measuring Machine | 32017 | 5212 | Inspection Booth |
| Fellows | | 7420 | 711 | Fellows Mid 12M Involute Measuring Machine | 30608 | 6441 | Inspection Booth |
| Fellows | | 7420 | 712 | Fellows Mid 12H Lead Measuring Machine | 30655 | 5220 | Inspection Booth |
| Fellows | | 7420 | 713 | Fellows Mid 12H Lead Measuring Machine | 33098-668 | | Inspection Booth |
| Fellows | | 7420 | 714 | Fellows Mid 12H Lead Measuring Machine | 28076 | 5219 | Inspection Booth |
| Fellows | | 7420 | 715 | Rockwell Mid 3.RI Hardness Tester | 9476 | 6138 | Inspection Booth |
| Fellows | | 7420 | 716 | Rockwell Mid 3.RI Hardness Tester | 1538 | 6142 | Inspection Booth |
| Fellows | | 7420 | 717 | Jones & Lamson Epic 30" Optical Comparator | | 5370 | Inspection Booth |
| Fellows | | 7420 | 718 | Jones & Lamson Epic 30" Optical Comparator | | 5371 | Inspection Booth |
| Fellows | | 7420 | 719 | Wipac Mid 55-61 Test Stand | 55-2241 | 5074 | Inspection Booth |
| Fellows | | 7420 | 720 | Fellows 88 Tooth Index Measuring Machine | 32254 | 5293 | Inspection Booth |
| Fellows | | 7420 | 721 | Fellows 88 Tooth Index Measuring Machine, complete with sheet 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) |

T-984 P.081/088 T-904

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08-20-2002 12:53pm

| Co | Item # | Dept | Inv Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|-----------|---------|-----------------------------------|
| Fellows | 729 | 7473 | 729 | Fellows 15" Sheaper Cutter Grinder | | 1130 | Front (N of office) |
| Fellows | 730 | 7473 | 730 | Fellows 20" Sheaper Cutter Grinder | | 1187 | Front (N of office) |
| Fellows | 731 | 7473 | 731 | Fellows 20" Sheaper Cutter Grinder | | 1128 | Front (N of office) |
| Fellows | 732 | 7473 | 732 | Fellows 20" Sheaper Cutter Grinder | | 1123 | Front (N of office) |
| Fellows | 733 | 7473 | 733 | Fellows 20" Sheaper Cutter Grinder | | 1190 | Front (N of office) |
| Fellows | 734 | 7473 | 734 | Fellows 20" Sheaper Cutter Grinder | | 1188 | Front (N of office) |
| Fellows | 735 | 7476 | 735 | Fellows 10" Sheaper Cutter Grinder | | 1173 | Shank Type Tools, Involute Grind |
| Fellows | 736 | 7476 | 736 | Fellows 7" Sheaper Cutter Grinder | | 1187 | Shank Type Tools, Involute Grind |
| Fellows | 737 | 7476 | 737 | Fellows 20" Sheaper Cutter Grinder | | 1049 | Shank Type Tools, Involute Grind |
| Fellows | 738 | 7476 | 738 | Fellows 7" Sheaper Cutter Grinder | | 1036 | Shank Type Tools, Involute Grind |
| Fellows | 740 | 7476 | 740 | Fellows 7" Sheaper Cutter Grinder | | 1036 | Shank Type Tools, Involute Grind |
| Fellows | 741 | 7476 | 741 | Fellows 7" Sheaper Cutter Grinder | | 1050 | Shank Type Tools, Involute Grind |
| Fellows | 742 | 7476 | 742 | Fellows 10" Sheaper Cutter Grinder | | 1179 | Shank Type Tools, Involute Grind |
| Fellows | 743 | 7472 | 743 | Bridgport Series 12HP CNC Vertical Milling Machine, complete with Bridgeport Teston controls, 3-axis digital readout, rotary table | | 1883 | |
| Fellows | 744 | 7472 | 744 | Kearney & Trecker 16 HP Horizontal Milling Machine, complete with 16"x36" T-slotted table, spindle speeds 16-1600 RPM, laser attachment, rotary dividing head | 9-8279 | 1483 | |
| Fellows | 745 | 7472 | 745 | Brown & Sharps #8 Plain Cylindrical Grinder | | 1247 | |
| Fellows | 746 | 7472 | 746 | Kearney & Trecker 18 HP Horizontal Milling Machine, complete with 16"x36" T-slotted table, spindle speeds 16-1600 RPM, laser attachment, rotary dividing head | 42-8800 | 1928 | |
| Fellows | 747 | 7472 | 747 | Kearney & Trecker 10 HP Horizontal Milling Machine, complete with 16"x36" T-slotted table, spindle speeds 14-1600 RPM, laser attachment, rotary dividing head | 3-7613 | 1482 | |
| Fellows | 748 | 7472 | 748 | Kent Overseas Horizontal Production Mill, complete with dividing head, controls | | 872 | no value |
| Fellows | 749 | 7472 | 749 | Kent Overseas Horizontal Production Mill, complete with dividing head, controls | | 1283 | no value |
| Fellows | 750 | 7472 | 750 | Kent Overseas Horizontal Production Mill, complete with dividing head, controls | | 854 | no value |
| Fellows | 751 | 7472 | 751 | Van Norman #22 Universal Milling Machine, complete with 12"x42" table, 14" gear powered toray table | | 925 | no value |
| Fellows | 752 | 7472 | 752 | Kearney & Trecker Mid H Horizontal Milling Machine, complete with 10"x45" table, right angle head, dividing head | 675254 | 1952 | no value |
| Fellows | 753 | 7472 | 753 | Technica Midi 25M-150 Center Lapping Machine | 30193082 | 1738 | |
| Fellows | 754 | 7472 | 754 | Bryant 6"x50" Center Lapping Machine | C-14703 | 2046 | |
| Fellows | 755 | 7472 | 755 | Esposito Center Lapping Machine, 6"x50" capacity | | 1142 | |
| Fellows | 758 | 7472 | 758 | Metro Mid MH-800E Universal 4-axis CNC Machining Center, complete with 20" table, Phillips Metro CNC controls, right angle head attachment | E6430 | 2060 | Leased through CRDC |
| Fellows | 757 | 7472 | 757 | Metro Mid MH700C 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 | 758 | Cincinnati Horizontal Milling Machine, complete with 10"x30" table | | 1808 | Kearney Mill |
| Fellows | 759 | 7472 | 759 | Pratt & Whitney Type P630 Gear Hobber | 5830-0198 | 1978 | |
| Fellows | 760 | 7472 | 760 | Fellows Type 6 Gear Shaping Machine, complete with 4" gear | 29687SPEC | 1670 | Real special work, very low value |
| Fellows | 761 | 7472 | 761 | Fellows Type 7A High Speed Gear Shaper | 31178SPEC | 1949 | ? |
| Fellows | 762 | 7472 | 762 | Fellows Gear Shaper, complete with 8" riser | 21691 | 1651 | ? |
| Fellows | 763 | 7472 | 763 | Fellows M8 10-4 Gear Shaper | 36277 | 1860 | |
| Fellows | 764 | 7472 | 764 | Fellows M8 10-4 Gear Shaper | 35035 | 1949 | |
| Fellows | 765 | 7472 | 765 | Fellows M8 FH-200 Gear Hobber | 35574 | 1983 | |

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| Co | Item # | Dept | Nov Item # | Description | Serial # | Asset # | Notes |
|---------|--------|------|------------|---|------------|----------|--|
| Fellows | | 7472 | 786 | Fellows Mill FH-200 Gear Hubber | 35301 | 2028 | |
| Fellows | | 7472 | 787 | Blackford #11 Rotary Surface Grinder, complete with 20" electro-mech. magnetic chuck, feed indicator, coolant | | 1805 | |
| Fellows | | 7472 | 788 | Jones & Lamson Mod 7A Universal Turret Lathe | 13651 | | |
| Fellows | | 7472 | 789 | G&H Lance Drilling Machine, complete with controls | | 973 | drilling shave tools |
| Fellows | | 7472 | 770 | Fellows Gear Shearer, complete with steel, gear rotating fixture | | 1780 | "gears" proving of shave tools, no value |
| Fellows | | 7472 | 771 | 6"x18" Abrasive Surface Grinder | 699 | 1229 | ? |
| Fellows | | 7472 | 772 | Cincinnati #2M Vertical Milling Machine, complete with | 3233 | 1600 | ? |
| Fellows | | 7472 | 773 | 10"-50" lathe | | 688 | 7 |
| Fellows | | 7472 | 774 | Fellows Grooving Machine, shave tools | | 1583 | no value |
| Fellows | | 7472 | 775 | Fellows Grooving Machine, shave tools | | 1583-911 | no value |
| Fellows | | 7472 | 776 | Fellows Grooving Machine, shave tools | | 1683-912 | no value |
| Fellows | | 7472 | 777 | Fellows Grooving Machine, shave tools | | 1592 | no value |
| Fellows | | 7472 | 778 | Lapointe Mill HP-20" Horizontal Bore Machining Machine | 47004 | 1910 | |
| Fellows | | 7472 | 779 | Jones & Lamson Mod S-3 Universal Turret Lathe, complete with coolant, coolant, 8-position turret | 222934 | 1947 | |
| Fellows | | 7472 | 780 | Nichols Horizontal Head Milling Machine | | 1976 | |
| Fellows | | 7472 | 781 | Hammond Single End Carbide Tool Grinder | | 1380 | |
| Fellows | | 7472 | 782 | Jones & Lamson Mod TNC-A CNC Slant Bed Lathe, complete with GNO series CNC controls, 8-position turret, 8-station tool drum, power tailstock, chip conveyor | 578652 | 2016 | |
| Fellows | | 7472 | 783 | Jones & Lamson Mod TNC-4516 CNC Chucking Turret Lathe, complete with 3-jaw chuck, 8-position turret, GE Fenius AT controls | 236492 | 1918 | |
| Fellows | | 7472 | 784 | Jones & Lamson Mod TNC-A CNC Slant Bed Lathe, complete with 8-position turret, 8-position drum, GMA series controls | | 1991 | |
| Fellows | | 7472 | 785 | Jones & Lamson Mod 210 CNC Slant Bed Lathe | 23800 | 2035 | flexible work, but good machine |
| Fellows | | 7472 | 786 | Cincinnati #2 Tool & Cutter Grinder, complete with Hybco Tap Grinding fixture | 1D275A-582 | 1682 | |
| Fellows | | 7472 | 787 | Cincinnati #2 Tool & Cutter Grinder | | 1188 | |
| Fellows | | 7472 | 788 | Cincinnati #2 Tool & Cutter Grinder | | 1926 | |
| Fellows | | 7472 | 789 | 21 Associated Double End Grinders | | 1210 | |
| Fellows | | 7472 | 790 | Union Twist Drill Shaper Cutter | | 8163 | |
| Fellows | | 7472 | 791 | Jones & Lamson 30" Optical Comparator | | 976 | |
| Fellows | | 7472 | 792 | Jones & Lamson 14" Optical Comparator | | 5048 | |
| Fellows | | 7472 | 793 | Jones & Lamson 14" Optical Comparator | | 5013 | |
| Fellows | | 5428 | 794 | R&D Room: Cabinets, benches, racks, etc | | 5021 | |
| Fellows | | 5428 | 795 | 5 Ton 30' span bridge crane | | | |
| Fellows | | 7530 | 796 | Industrial Engineering office: desks, table, chairs, computers, etc | | | |

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Schedule 2.01 (iii)

No Assumed Contracts

Schedule 2.03 (iv)

~~To be attached at Closing~~

None.

JMS
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 |
| | | Pratt & Whitney |
| | | Pratt & Whitney |
| | | Pratt & Whitney |
| | | Pratt & Whitney |
| | | Eng. Sintered Corp. |
| | | Boeing |
| | | Eng. Sintered Corp. |
| | | Derlan-Windsor Gr. |
| | | Pratt & Whitney |
| 7. Cutting Tools | | |
| | Quantity | |
| | 10 Cam | Cutter Dept. |
| | 11 Shank | Cutter Dept. |
| | 2 Shank | Cutter Dept. |
| | 3 Disc | Cutter Dept. |
| | 2 Disc | Cutter Dept. |
| | 2 Shank | Cutter Dept. |
| | 1 Disc | Cutter Dept. |
| | 10 Disc | Cutter Dept. |
| | 1 Disc | Cutter Dept. |
| | 2 Disc | Cutter Dept. |
| | 1 Disc | Cutter Dept. |
| | | Briggs & Stratton |
| | | Bruckner Supply |
| | | Pratt & Whitney |
| | | Cooper Tools |
| | | Ash Gear |
| | | Woodward |
| | | Hamilton Sundstrand |
| | | R.H. Shepard |
| | | Briggs & Stratton |
| | | Pratt & Whitney Canada |
| | | Hamilton Sundstrand |

1 Disc Cutter Dept.
 2 Disc Cutter Dept.
 5 Disc Cutter Dept.
 1 Shank Cutter Dept.
 1 Master Cutter Dept.
 3 Disc Cutter Dept.
 5 Disc Cutter Dept.
 3 Disc Cutter Dept.
 3 Shank Cutter Dept.
 2 Disc Cutter Dept.
 1 Disc Cutter Dept.
 1 Disc Cutter Dept.

Caterpillar
 Cincinnati Machine
 Bruckner Supply
 Allied Signal
 Briggs & Stratton
 Langston Division
 Chrysler Kokomo
 Pace Performance Ind.
 Moog Aircraft
 Hamilton Sundstrand
 Gear Research
 Auburn Gear

8. Workhead Repair

| Order # | Sales Order | Workhead | |
|----------|-------------|-------------------|-----------------------|
| 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 of Cylinders | Quantity |
|--------------------------------|----------|
| ABP Acetylene | 1 |
| ART Compressed gas-Argon | 7 |
| AWT Acetylene - size T | 11 |
| MAU 70 LB MAPP | 1 |
| NIT Compressed gas - Nitrogen | 9 |
| OXX 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