

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rol Manufacturing of America, Inc.		01/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Rol-Tech, Inc.
Street Address:	16 Penn Plaza Suite 830
Internal Address:	c/o Giselle Samuely
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3045457	ROL XTREME
Registration Number:	1471179	ROL
Registration Number:	2592216	MARWIL PRODUCTS

CORRESPONDENCE DATA	
Fax Number:	6462137776
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2127362132
Email:	bizdevelopmentfirst@gmail.com
Correspondent Name:	Giselle Samuely
Address Line 1:	16 Penn Plaza Suite 830
Address Line 4:	New York, NEW YORK 10001

NAME OF SUBMITTER:	Giselle Samuely
Signature:	/Giselle Samuely/

TRADEMARK

OP \$90.00 3045457

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Trademark Assignment Agreement

This AGREEMENT made effective as of the Eighteenth (18th) day of January, 2010

BETWEEN

ROL Manufacturing of America, Inc.

A corporation duly incorporated under the laws of the State of Florida

Having an office at

1255 La-Quinta Dr., Suite 120

Orlando, FL 32809

AND

Rol Tech, Inc. ("Assignee")

A corporation duly incorporated under the laws of the State of Delaware


Having an office at

1255 La-Quinta Dr., Suite 120

Orlando, FL 32809



WHEREAS

- 
- A. The Assignor is the registered owner of those certain trademarks ("Trademarks") registered with the United States Patent and Trademark Office ("USPTO") on the dates indicated in the document attached to herein as Schedule A to this Agreement, which is made a part hereof (and Assignor is indicated as registered owner of said trademarks);
 - B. The Assignor desires to assign the Trademarks to the Assignee, and the Assignee desires to accept the assignment of the Trademarks.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Transfer of Trademarks.** The Assignor agrees to transfer ownership of the Trademarks to the Assignee. The fees for registering the change of ownership shall be paid by the Assignee.
2. **Assignment Fees.** The Assignee shall pay the Assignor the sum of US\$ 1.00 for the Trademarks transferred hereunder in addition to the consideration paid by Assignee to Assignor pursuant to the terms of an Asset Sale and Purchase Agreement (the "APA") entered into by the parties as of November 26, 2009.
3. **Representations and Warranties of Assignor.**

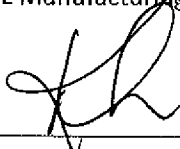
The Assignor hereby represents and warrants as follows:

- a. The Assignor has the right to sell the Trademarks to the Assignee and to convey to Assignee all the rights and clear title which it has with respect thereto, the whole pursuant to that certain *Order Approving an Asset Sale Agreement* (the "Approval and Vesting Order") issued on January 5, 2010 by the Honorable Lawrence S. Walker of the Southern District of Ohio Bankruptcy Court;
 - b. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, there has been initiated no litigation or any other dispute or claim arising from or relating to the Trademarks.
 - c. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, no liens, security interests, encumbrances or licenses have been created in respect of the Trademarks.
 - d. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, Assignor is unaware of any claims, pending or threatened, with respect to Assignor's rights over the Trademarks.
 - e. Since the date of the Approval and Vesting Order, Assignor has not entered into any agreement, and to the best of the Assignor's knowledge, is unaware of any judgment or order relating to Assignor, inconsistent with any of the terms of this Agreement.
4. **Entire Agreement.** This Agreement and the APA contain the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and these agreements supersede any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
 5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

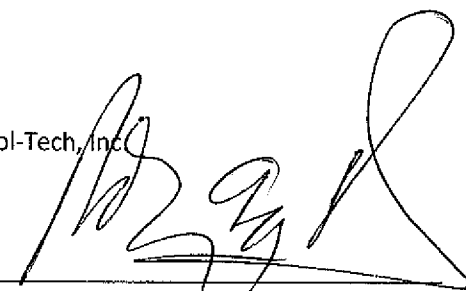
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a Court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places or circumstances shall remain in full force and effect.
7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Province of Quebec.

Dated: January 18, 2010

ROL Manufacturing of America, Inc.



Assignor *K. Labelle CRO*

ROL-Tech, Inc.


Assignee
Roberto Diaz del Castillo
CEO

Trademark Assignment Agreement

This AGREEMENT made effective as of the Eighteenth (18th) day of January, 2010

BETWEEN

Marwil, Inc.

A corporation duly incorporated under the laws of the State of Ohio

Having an office at

62 Elm Street

Fort Laramie, Ohio 45845

AND

Rol Tech, Inc. ("Assignee")

A corporation duly incorporated under the laws of the State of Delaware

Having an office at

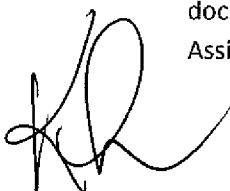
1255 La-Quinta Dr., Suite 120

Orlando, FL 32809



WHEREAS

- A. The Assignor is the registered owner of those certain trademarks ("Trademarks") registered with the United States Patent and Trademark Office ("USPTO") on the dates indicated in the document attached to herein as Schedule A to this Agreement, which is made a part hereof (and Assignor is indicated as registered owner of said trademarks);



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TRADEMARK
REEL: 005026 FRAME: 0773

- B. The Assignor desires to assign the Trademarks to the Assignee, and the Assignee desires to accept the assignment of the Trademarks.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Transfer of Trademarks.** The Assignor agrees to transfer ownership of the Trademarks to the Assignee. The fees for registering the change of ownership shall be paid by the Assignee.
2. **Assignment Fees.** The Assignee shall pay the Assignor the sum of US \$ 1.00 for the Trademarks transferred hereunder in addition to the consideration paid by Assignee to Assignor pursuant to the terms of an Asset Sale and Purchase Agreement (the "APA") entered into by the parties as of November 26, 2009.
3. **Representations and Warranties of Assignor.**

The Assignor hereby represents and warrants as follows:

- a. The Assignor has the right to sell the Trademarks to the Assignee and to convey to Assignee all the rights and clear title which it has with respect thereto, the whole pursuant to that certain *Order Approving an Asset Sale Agreement* (the "Approval and Vesting Order") issued on January 5, 2010 by the Honorable Lawrence S. Walker of the Southern District of Ohio Bankruptcy Court;
 - b. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, there has been initiated no litigation or any other dispute or claim arising from or relating to the Trademarks.
 - c. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, no liens, security interests, encumbrances or licenses have been created in respect of the Trademarks.
 - d. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, Assignor is unaware of any claims, pending or threatened, with respect to Assignor's rights over the Trademarks.
 - e. Since the date of the Approval and Vesting Order, Assignor has not entered into any agreement, and to the best of the Assignor's knowledge, is unaware of any judgment or order relating to Assignor, inconsistent with any of the terms of this Agreement.
4. **Entire Agreement.** This Agreement and the APA contain the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and these agreements supersede any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a Court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places or circumstances shall remain in full force and effect.
7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
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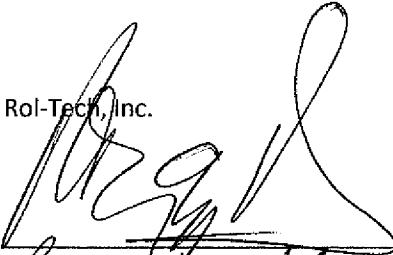
Dated: January 18, 2010

Marwil, Inc.



Assignor K Labelle CRO

Rol-Tech, Inc.



Assignee Roberto Ruiz de Castro Lic

Trademark Assignment Agreement

This AGREEMENT made effective as of the Eighteenth (18th) day of January, 2010

BETWEEN

ROL Manufacturing (Canada) Ltd. ("Assignor")

A corporation duly incorporated under the laws of Canada

Having an office at

875 Montee Saint-Francois

Laval, Quebec, H7C 2S8

AND

Rol Tech, Inc. ("Assignee")

A corporation duly incorporated under the laws of the State of Delaware

Having an office at

1255 La-Quinta Dr., Suite 120

Orlando, FL 32809



WHEREAS

- A. The Assignor is the registered owner of those certain trademarks ("Trademarks") registered with the Canadian Intellectual Property Office ("CIPO") on the dates indicated in the document attached to herein as Schedule A to this Agreement, which is made a part hereof (and Assignor is indicated as registered owner of said trademarks);

- B. The Assignor desires to assign the Trademarks to the Assignee, and the Assignee desires to accept the assignment of the Trademarks.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

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3. **Representations and Warranties of Assignor.**

The Assignor hereby represents and warrants as follows:

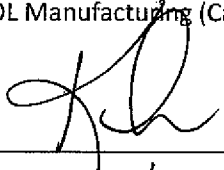
- a. The Assignor has the right to sell the Trademarks to the Assignee and to convey to Assignee all the rights and clear title which it has with respect thereto, the whole pursuant to that certain *Order Approving an Asset Sale Agreement* (the "Approval and Vesting Order") issued on December 11, 2009 by the Honourable Daniele Mayrand, J.S.C.
- b. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, there has been initiated no litigation or any other dispute or claim arising from or relating to the Trademarks.
- c. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, no liens, security interests, encumbrances or licenses have been created in respect of the Trademarks.
- d. Since the date of the Approval and Vesting Order, to the best of the Assignor's knowledge, Assignor is unaware of any claims, pending or threatened, with respect to Assignor's rights over the Trademarks.
- e. Since the date of the Approval and Vesting Order, Assignor has not entered into any agreement, and to the best of the Assignor's knowledge, is unaware of any judgment or order relating to Assignor, inconsistent with any of the terms of this Agreement.

4. **Entire Agreement.** This Agreement and the APA contain the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and these agreements supersede any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

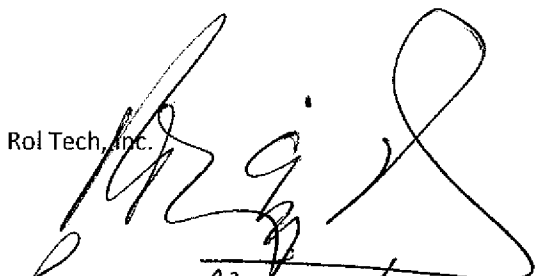
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a Court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places or circumstances shall remain in full force and effect.
7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Province of Quebec.

Dated: January 18, 2010

ROL Manufacturing (Canada) Ltd.



Assignor Khabelle, CEO.

Rol Tech, Inc.


Assignee Roberto Lopez del Rosario Cia

ASSET SALE AND PURCHASE AGREEMENT

This Asset Sale and Purchase Agreement (the “**Agreement**”) is made as of August 23, 2009 between:

ROL Manufacturing (Canada) Ltd.

AND

ROL Manufacturing of America, Inc.
(hereinafter referred to, collectively, as “**Vendor**” or “**Company**”)

AND

Manufacturas Diversas, S.A. de C.V. (Madisa)
(hereinafter referred to as “**Purchaser**”)

RECITALS:

WHEREAS the Vendor as well as their affiliates Marwil, Inc., ROL Manufacturas de Mexico, S.A. de C.V., ROL Mexicana, S.A. de C.V., ROL Holdings (Canada) Inc., and ROL Holdings U.S.A., Inc. (each a “**Debtor**”), have commenced proceedings under the *Companies’ Creditors Arrangement Act* (Canada), and have obtained relief under the U.S. Bankruptcy Code (collectively, the “**Insolvency Proceedings**”), and Ernst & Young Inc. (“**Information Agent**”) has been appointed as “**Information Agent**” and as Monitor of the Debtors;

WHEREAS the Vendor submitted that certain *Letter of Intent* dated August 13, 2009 regarding the acquisition of certain assets in relation to the Debtors’ engine gasket division (the “**Engine Gaskets Division**”), which was accepted by the Purchaser on August 13, 2009;

WHEREAS both before and after the acceptance of the *Letter of Intent* the Purchaser conducted limited due diligence as to the physical status of the assets but not with respect to the operation and status of the companies, in particular the Mexican companies for possible claims, is cognizant that the Debtors are involved in Insolvency Proceedings currently in place to ensure the orderly liquidation of the Debtors’ assets for the benefit of their respective stakeholders, and is prepared to purchase the “**Purchased Assets**” (as such term is defined hereinafter) on an “as is, where is” basis on the understanding that those of the “**Purchased Assets**” that are located in the United States and Canada (as well as those assets located in Mexico in so far as they are assets of Rol Manufacturing (Canada) Ltd. and Rol Manufacturing of America, Inc. pursuant to a maquila agreement) would be sold free and clear of liens, claims and encumbrances existing as of Closing in Canada and the United States and as authorized by the required U.S. and/or Canadian Court(s) (each a “**Court**”) having jurisdiction over such matters;

WHEREAS with respect to the assets and inventory located in Mexico, said assets are owned by either or both of the entities constituting the Vendor and are in possession of the Mexico-based Debtors pursuant to Maquila agreement(s) and therefore Purchaser would be receiving from the aforementioned entities full legal rights and ownership of said assets from ROL Manufacturing (Canada) Ltd. and/or Rol Manufacturing of America, Inc., the whole subject to whatever Mexican liens and encumbrances may exist as of August 13, 2009 (i.e., the date of acceptance of the *Letter of Intent*) with respect thereto;

WHEREAS concurrently herewith the Vendor and the Purchaser have executed that certain *Transitional Services Agreement* (the "**TSA Agreement**") in order to govern the use by the Purchaser of the "U.S. Plant", the "U.S. Fixed Assets", the "Mexico Fixed Assets", the "Matamoros Inventory" and the "Orlando Inventory" (as such terms are defined hereinafter) and the "Transferrable Fixed Assets" (as such terms are defined therein) pending the closing of the asset sale and purchase contemplated herein;

WHEREAS the parties wish to enter into this Agreement to set forth the parties' respective rights and obligations with respect to the sale of the "Purchased Assets" (as defined hereinafter);

NOW THEREFORE, the parties agree as follows:

1. ACQUIRED ASSETS AND EXCLUDED ASSETS AND LIABILITIES

1.1 The assets sold and acquired pursuant to this Agreement (the "**Purchased Assets**") are as follows:

- (a) The "Canadian Engine Gasket Tangibles/Intangibles" described in Schedule "A" hereto;
- (b) The "U.S. Engine Gasket Tangibles/Intangibles" described in Schedule "B" hereto;
- (c) The "Mexico Engine Gasket Tangibles/Intangibles" described in Schedule "C" hereto;
- (d) The following inventory (collectively, the "**Inventory**"), which in each case shall include raw materials, components, bulk, work-in-process including rejected inventory, and finished-goods inventories existing as of the Closing Date:
 - (i) all inventory (such Inventory being the "**Orlando Inventory**") in respect of the Engine Gaskets Division, and all inventory in respect of the exhaust gaskets division (hereinafter the "**Exhaust Division**") of the Vendor, located at the premises at 1255 La Quinta Drive, Orlando, Florida, 32809 (hereinafter, the "**U.S. Plant**"); and
 - (ii) the inventory related exclusively to the Engine Gaskets Division (which shall not include any inventory related to the Exhaust Division) located at the following locations:

- (A) at the Laval Plant (such Inventory being the “**Laval Inventory**”);
 - (B) at the fee warehouses (such Inventory being the “**Warehoused Inventory**”) located at the premises listed in the “Fee Warehouses Schedule” attached hereto as Appendix “4”.
- (e) the aggregate of guarantee deposits and prepaid expenses (the “**Prepaid Expenses**”) with third parties on account of any of the Debtors in respect of all of the other Purchased Assets that exist as of the Closing Date, provided same are transferrable to Purchaser (confirmation of which shall be deemed received by Vendor unless Purchaser provides prior written notice to Vendor to the contrary effect before Closing, in which event the parties shall in good faith negotiate any dispute they may have in this respect for resolution prior to the Closing Date).
- 1.2 The Purchaser assumes none of the liabilities or obligations of the Debtors, other than such liabilities, if any, as the Purchaser specifically agrees, in writing, to assume.

2. EXCLUDED ASSETS

- 2.1 The Transaction specifically excludes any assets of the Debtors other than the Purchased Assets. Without limiting the generality of the foregoing, the Purchased Assets would specifically exclude all assets of the Debtors not specifically described herein, and the following are among the excluded assets that are not part of the Purchased Assets:
- (a) the assets in respect of the Exhaust Division (other than any inventory in respect thereof located at the U.S. Plant as of the Closing Date, such as the exhaust gaskets used as part of the engine gasket kits assembled at the U.S. Plant);
 - (b) the machines located in the machine shop for mould-making and repairing, in the event that such machines are specifically indicated by the Vendor, prior to Closing, as being excluded;
 - (c) the ROL Gaskets brand and the ROL domain name, website (ie. www.rolmfg.com) and email addresses (such as xxxx@rolmfg.com) (collectively, the “**Common Assets**”), inasmuch as these assets were used by the Debtors both in relation to the Engine Gaskets Division and in relation to the Exhaust Division and are to be sold to the purchaser of the assets of the Exhaust Division. The Purchaser will enter into a separate agreement, the “License Agreement Respecting Use of Certain Intellectual Property Website and Other Facilities”, on or prior to the Closing Date, with the purchaser of the Exhaust Division (or with the Vendor in the absence of such a purchaser) with respect to the use of the Rol Gasket brand and name for a limited period of time;
 - (d) the shares of the Canadian- and U.S.-based incorporated Companies;
 - (e) all “Queretaro Assets” (described hereinafter), inasmuch as Purchaser shall purchase these items by means of the “Queretaro Arrangement” (described hereinafter).

3. CONSIDERATION

3.1 The purchase price (the “**Purchase Price**”) for the Purchased Assets is the aggregate of the following amounts:

- (a) US\$315,000.00 (three hundred fifteen thousand US dollars) in respect of the Canadian Engine Gasket Tangibles/Intangibles; plus
- (b) in the event (and only in the event) that the Vendor indicates to the Purchaser, prior to the Closing, that the machines located in the machine shop for mould-making and repairing are specifically included among the Purchased Assets, there shall be included US\$100,000.00 (one hundred thousand US dollars) in respect of such machines; plus
- (c) US\$205,000.00 (two hundred five thousand US dollars) in respect of the U.S. Engine Gasket Tangibles/Intangibles; plus
- (d) US\$10,000.00 (ten thousand US dollars) in respect of the Mexican Engine Gasket Tangibles/Intangibles; plus
- (e) US\$720,000.00 (seven hundred twenty thousand US dollars) in respect of the Inventory, which amount does not include the (additional) US\$100,000.00 (one hundred thousand US dollars) amount to be invoiced to and paid by Purchaser as a separate matter for the Queretaro Assets further to the Queretaro Arrangement; plus
- (f) the amount equivalent to 100% of the aggregate of the Prepaid Expenses that exist as of the Closing Date.

3.2 Notwithstanding the above-described allocation of the total Purchase Price to the various specific asset classes forming the Purchased Assets, the Purchaser intends to purchase all of the Purchased Assets at the locations of Laval, Canada; Orlando, Florida, USA; Matamoros, Mexico; and, Queretaro, Mexico (albeit with the separate invoicing to be effected further to the Queretaro Arrangement in respect of the Queretaro Assets), other than, if Vendor so elects, the machines located in the machine shop as described in section 2.1(b) hereof.

3.3 The total sum of the Purchase Price shall include any and all other benefits and rights flowing from the Vendor established and/or directly derived from this Agreement to the Purchaser, save and except for any additional consideration required from the Purchaser under the TSA Agreement and under the Queretaro Arrangement in order to reflect goods and services provided to the Purchaser pursuant to the terms thereof.

- 3.4 The Purchase Price is payable as follows on the Closing Date:
- (a) By means of application of the US\$200,000.00 (two hundred thousand US dollars) (the “**Deposit**”) that the Information Agent currently holds in escrow as a deposit in respect of the Purchase Price, or whatever remains thereof after application thereof pursuant to the terms of the TSA Agreement;
 - (b) By means of application of the US\$1,050,000.00 (one million fifty thousand US dollars) (the “**Escrowed Funds**”), or whatever remains thereof after application thereof pursuant to the terms of the TSA Agreement, that the Information Agent holds in escrow pursuant to the submission thereof by the Purchaser; and
 - (c) By means of submission by the Purchaser of the balance of the Purchase Price, if any, by way of certified cheque or bank draft payable to the Vendor.

3.5 The Purchaser would pay any federal, provincial, state or other taxes which may be payable as a result of the sale of the Purchased Assets.

4. TREATMENT OF DEPOSIT HELD IN ESCROW

4.1 The Information Agent currently holds in the Deposit in escrow, and the following provisions apply with respect thereto:

- (a) Prior to the Closing, the Deposit will be applied pursuant to the terms of the TSA Agreement, if so required thereunder;
- (b) At the Closing, the Deposit (or whatever remains thereof after due application pursuant to the TSA Agreement) will be applied in reduction of the Purchase Price; and
- (c) In the event that the Closing does not occur for any reason which is not attributable to the fault of the Purchaser, the Deposit (or whatever remains thereof after due application pursuant to the TSA Agreement) will be returned to the Purchaser in full; and
- (d) In the event that the Closing does not occur for a reason attributable solely to the fault of the Purchaser, an amount equivalent to the Deposit will be forfeited to the Vendor, and neither party will have any further rights against the other.

5. CONDITIONS OF THE SALE

5.1 The obligation of the Purchaser and the Vendor to proceed with the Closing shall be subject to the following conditions for the benefit of the Purchaser and the Vendor, which may, at their discretion, be waived in whole or in part:

- (a) the Company and the Purchaser shall have concluded the TSA Agreement concurrently herewith;

- (b) Court Approval having been obtained by no later than twenty-eight (28) calendar days after the execution of this Agreement;
- (c) Vendor shall not interfere with the resumption of production by the Purchaser pursuant to and as described in detail in the TSA Agreement;
- (d) the Company shall have not received, at least one (1) week before Closing, written detailed notice from the Purchaser to the effect that the Purchaser is unsatisfied with the "White Seal Process Patent License Assignment Arrangements" (as defined hereinafter);
- (e) Vendor shall ensure that prior to Closing all issues relating to Mexican employees' severance payments are addressed in order to avoid any impediment to the Purchaser's removal of the Mexico-based Purchased Assets or such employees' reasonable entitlement to undertake lawsuits against the Purchaser or the Purchased Assets;
- (f) Prior to or at Closing, the Purchaser, as licensee, and the party that shall be the licensor of the "Common Assets", as licensor, shall have executed a license agreement substantially no less advantageous to the Purchaser than the terms of the draft "License Agreement Respecting the Use of Certain Intellectual Property, Website and Other Facilities" (the "**Draft IP License**") attached hereto as Appendix "5", providing for the Purchaser's right to use and have access to the Common Assets in Canada, the United States and Mexico, free of charge and on a non-exclusive basis;
- (g) At Closing there exist no proceedings instituted on the initiative of any party other than the Purchaser, or of a party acting with the consent of the Purchaser, enjoining, seeking to enjoin, or which, if successful would enjoin or prevent the completion of any of the transactions herein contemplated.

5.2 For the purposes hereof, the term "Court Approval" means an order from a Court, or orders of Courts, of competent jurisdiction (in respect of which there has not been any appeal there from and that the period during which an appeal could have been made has expired without there having been an appeal, or, if an appeal has been lodged, the appeal has been abandoned or dismissed) that:

- (a) authorizes and approves the Vendor's execution of this Agreement;
- (b) provides that the Vendor will be authorized to convey the Purchased Assets to the Purchaser in accordance with the terms hereof, subject to any agreed upon amendments or modifications, free and clear of all encumbrances, hypothecs, mortgages, securities, conditional sales contracts, retention of title rights or other charges which may be affecting the Purchased Assets that exist in the territorial jurisdiction of the Court issuing the applicable order; and

- (c) authorizes the Vendor, and any bankruptcy trustee who is appointed in the event of the bankruptcy of the Company (without the necessity of any inspector approval) to take such steps as are necessary to conclude the transactions contemplated in this Agreement and to apply to the Court for such further orders as may be necessary or useful for that purpose.

For reference purposes, we note that the following Orders of relevance to the Transaction have been issued in the Insolvency Proceedings:

- the December 15, 2008 Order of the Canadian Court by which the CRO's and the Information Agent's respective roles were enhanced by the Court, including in respect of the conducting of sale processes in respect of the assets of the Debtors; and
- the July 29, 2009 Order of the United States Bankruptcy Court, Southern Division of Ohio, Western District (Dayton) entitled "Order (I) approving and confirming the CCAA Sales Process and (II) authorizing and approving the sale of the Debtors' Power Steering Hose Division".

6. CLOSING

- 6.1 The conclusion of the Transaction, including the sale and the performance of all acts and the execution of all deeds and documents to be performed or entered into concurrently therewith (the "**Closing**"), shall take place at the offices of McMillan LLP, at 1000 Sherbrooke Street West, 27th Floor, Montreal, Quebec, H3A 3G4, no later than ten (10) days after the last of the Court Approvals, or on such other date as may be mutually agreed to in writing by the parties (the date on which the Closing would take place being herein referred to as the "**Closing Date**").
- 6.2 At the Closing, the Vendor shall convey the Purchased Assets in accordance with the Court Approval to the Purchaser and the Purchaser shall pay to the Vendor the balance of the Purchase Price.
- 6.3 The Purchaser shall become owner of the Purchased Assets at Closing and, subject to the terms of the TSA Agreement, all risks relating to the Purchased Assets and accruing from the Closing Date shall be assumed by the Purchaser.

7. PRE-CLOSING DELIVERABLES AND OTHER MATTERS

- 7.1 Queretaro Arrangement: Notwithstanding anything herein to the contrary effect, while not part of the Inventory or other Purchased Assets for the purposes hereof, the Purchaser shall also purchase, by means of a separate sale to be invoiced separately by the applicable Debtor(s) to the Purchaser and therefore not be included in the Purchase Price provided for herein (which separate sale is herein referred to as the "**Queretaro Arrangement**") all inventories and fixed assets located at the Debtors' Queretaro plant (collectively, the "**Queretaro Assets**"). The Queretaro Assets shall include, without limitation, all of the machinery, tools, complements and devices, equipment, complete machine equipment process line, dies, moulds, storage racks, fixtures, furnishings, office equipment, computer equipment, all items related to the Engine Gaskets Division

purchased further to the Corteco transaction that remain owned by the Debtors and located in Queretaro, and other items (other than realty or any assets leased from third parties) owned by one or more of the Debtors.

- 7.2 “White Seal Process” Patent License Assignment Arrangements: The Vendor will use all commercially reasonable efforts (the **“White Seal Process Patent License Assignment Arrangements”**) and cause the licensor of the following patents to consent to the assignment of its patent license agreement with the Company (as original licensee) to the Purchaser, the whole provided that any future cost and expense of such license shall be solely the Purchaser’s to assume:

<i>U.S. Pat. #/Inventors</i>	<i>Filed</i>	<i>Granted</i>	<i>Expires</i>	<i>Title</i>
6,945,538 - Novil; Smith	10/25/2002	09/20/2005	10/25/2022	Cylinder Head Gasket and Method of Producing
7,128,322 - Novil; Smith	08/27/2002	10/31/2006	10/25/2022	Light Colored Cylinder Head Gasket and Method of Producing
5,536,023 - Surbrook; Gacioch	10/31/1994	07/16/1996	10/31/2014	One piece gasket for complex oil pan configuration

- 7.3 Gillani, Inc. Software Licenses: With respect to any software licensed to Vendor by Gillani, Inc., Vendor will use commercially reasonable efforts to facilitate Purchaser’s acquisition of a comparable license from licensor, the whole provided that any future cost and expense of such license shall be solely the Purchaser’s to assume.

- 7.4 Consultants and Employees: In respect of those of whom it has yet to offer employment, the Purchaser shall be free to hire any and all current Company consultants and/or employees on a permanent or on a temporary basis, without interference from the Company, for the period commencing from and after the Closing Date, it being understood that prior to the applicable start-dates described above, such personnel will remain, at the Company’s sole discretion (and provided they agree to stay), in the employment of the Company. With respect to employees at the U.S. Plant in Orlando, Florida, Purchaser shall be free to hire any, all or some of the current Company consultants and/or employees involved exclusively in respect of the Engine Gaskets Division on a permanent or on a temporary basis without interference from Company for the period commencing from and after the effective date of the TSA Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Vendor represents that:

- (a) the Vendor has the right to sell the Purchased Assets to the Purchaser and to convey to the Purchaser all the rights and, upon Court Approval, clear title which the Company had with respect thereto, including, without limitation, any Purchased Assets held by a third party located in the United States or Canada; and

- (b) the Company will not have caused or permitted the Purchased Assets to be encumbered in any manner other than by encumbrances registered in the appropriate land or movable property register before the date of the Letter of Intent.
- 8.2 The Vendor warrants that none of the Vendor or the Company will cause or permit the Purchased Assets to be encumbered in any manner by any new encumbrances created from and after the date of the Letter of Intent.
- 8.3 The Purchaser acknowledges that the Closing is to take place on the basis that:
- (a) the Purchaser is familiar with and has examined the Purchased Assets, that it is content and satisfied therewith and that the sale therein contemplated will be made on an “as is”, “where is” basis without warranty as to condition, quality, merchantability or fitness for use;
 - (b) the Purchaser has itself been, and will continue to be, solely responsible for making its own independent appraisal of, and investigation into, any matters concerning the affairs, status and nature of the Company and has not relied, and will not hereafter rely, on the Vendor to appraise or keep under review any such matters;
 - (c) the Purchaser will accept the Purchased Assets in their state and condition at Closing;
 - (d) the Purchaser has, or will have satisfied itself with respect to, and acknowledges that the Vendor has not made, and does not make, any representations, warranties, statements or promises, save and except as herein contained, with respect, or in any way related to the accuracy of any information, records or data furnished by the Vendor or the Company or their representatives, employees or professional advisers or any other persons; and
 - (e) a condition of Closing is that all Court Approvals will have been obtained.
- 8.4 All of the above representations and warranties shall survive the Closing.

9. POST-CLOSING MATTERS

- 9.1 Data Transfer: In respect of the intangible property that is part of the Purchased Assets, the Vendor undertakes to cooperate with the Purchaser in order to permit the latter to transfer all such data stored on the computer software licensed by the Company to the Purchaser, in digital mode, within the following schedule:
- (a) for the data stored in Canada, for a period of up to 15 business days after Closing,

(b) for the data stored in the United States, for a period of up to one (1) week after Closing, or, in the event that the Purchaser takes over the U.S. Plant and Vendor's lease in respect thereof is terminated, for a period of up to 15 business days after Closing, and

(c) for the data stored in Mexico, for a period of up to one (1) week after Closing,

and in the event that Purchaser so requests, any such transfer may begin prior to Closing, but only after Court Approval, provided Purchaser signs confidentiality undertakings in respect thereof, in form and substance acceptable to Vendor, to address any potential use by the Purchaser of such information before Closing.

9.2 Removal of Purchased Assets: Although it is contemplated that Purchaser would take possession before Closing of some or all of those Purchased Assets located in Laval and in Mexico further to the terms and conditions of the TSA Agreement, nonetheless, any other Purchased Assets remaining located at any of the Company's premises as at the Closing Date, or at any fee warehouses rented by the Company in respect of which Purchaser has failed to conclude suitable arrangements with the owner thereof for the latter's on-going storage of such property subsequent to the Company's cancellation of its warehousing arrangements with such owner on or prior to the Closing Date, shall be removed from their respective location by Purchaser, within five (5) days after the Closing Date. This shall be undertaken at Purchaser's sole cost and expense. Purchaser shall leave the premises in broom-swept clean condition. Vendor shall not be obliged to make any contribution in respect of matters addressed in this paragraph. Notwithstanding the foregoing, in the event that the TSA Agreement provides that the Purchaser will take possession of less than all of the Purchased Assets located in Laval prior to the Closing, the Purchaser will have up to 14 days after the Closing Date to remove the then-remaining Purchased Assets located in Laval.

9.3 Name Change: Within a reasonable time after Closing, taking into account the exigencies of the Insolvency Proceedings, there would be a change of that (or those) of the Company's corporate name(s) as required in order to facilitate Purchaser's acquisition of the trade names and other intangible property to be purchased as Purchased Assets.

9.4 Invoices for Assets and Machinery: Vendor shall issue any and all necessary invoices and/or documentations as the Purchaser may request and upon the terms satisfactory to Purchaser in order to secure the proper importation of the assets into Mexico.

9.5 Letter of Credit Protections and Termination: Forthwith after Purchaser's fulfillment of all conditions and obligations hereunder and under the TSA Agreement, the breach of which would entitle ROL Manufacturing (Canada) Ltd. to draw upon the non-revocable third-party letter of credit (the "L/C") in the amount of US\$750,000.00 issued for its benefit pursuant to the TSA Agreement, ROL Manufacturing (Canada) Ltd. undertakes to counter-sign a letter from the Purchaser to the issuer of the L/C providing that it and Purchaser agree that the L/C may be terminated prior to the termination date provided therein inasmuch as none of the drawing conditions of such L/C may be thereafter be fulfilled.

as certified by the I.A.

10. NO DISCLOSURE

10.1 No disclosure of the terms of this Agreement or the transaction contemplated herein shall be made by any party hereto, other than as may be required by the Vendor to effect the sale of the assets of the Exhaust Division and except insofar as may be required by applicable law, or as part of the process of obtaining judicial authorization for the Vendor to proceed, unless the disclosing party has received the written consent of the other party.

11. DESIGNATION OF THE PARTIES

11.1 Identity of the Vendor: At the Closing, the vendor shall be the person defined herein as the Vendor, or any other person, who has the legal capacity, power and authority to deliver the assets in question in the manner herein contemplated, and may include any of the following (duly empowered) namely, interim receiver, a bankruptcy trustee or a receiver. The definition of the Vendor will change accordingly.

11.2 Identity of the Purchaser: The Purchaser may designate before the Closing one (1) or more entities to be the Purchaser, by notice in writing to the Vendor. Upon such notification, this Letter of Intent will deem to have been made by the entity or entities so designated in the same manner, and to the same extent, as if it or they had signed this Letter of Intent, and the Vendor acknowledges that the undersigned will have no liability whatsoever with respect to this Letter of Intent, except as regards the forfeiture of the Deposit.

12. GENERAL PROVISIONS

12.1 Each party shall pay their own respective expenses, including legal fees and expenses, in connection with the Transaction.

12.2 All notices in connection with this Agreement shall be in writing and shall be delivered, mailed by registered or certified mail or transmitted by fax or e-mail. A notice shall be deemed to have been received on the date of the delivery or fax or e-mail or on the fifth (5th) business day following the date of mailing. The respective addresses for such notices are:

IF TO THE PURCHASER:

Manufacturas Diversas, S.A. (Madisa)
Blvd Aeropuerto 1255
Predio Rancho Alegre
Leòn Gto, Mèxico
E-Mail: jdiaz@dcp.com.mx
Attention: Josè Luis Diaz del Castillo Lie

WITH A COPY TO:

Samuely Rojas & Associates
16 Penn Plaza
Suite 830
New York, NY 10001-1820
Fax No.: (646) 417-7725
E-Mail: gsamuely@core.com
Attention: Ms. Giselle Samuely

IF TO THE VENDOR:

Rol Manufacturing (Canada) Ltd./Les industries ROL (Canada) Ltée
875 Montee Saint-François
Laval (Qc) H7C 2S8
Fax No.: 450-727-1201
E-Mail: ken.labelle@rolmfg.com
Attention: Mr. Ken Labelle

WITH A COPY TO:

Ernst & Young Inc.
800 Blvd René-Lévesque West
Suite 1900
Montreal (Qc) H3B 1X9
Fax No.: (514) 395-4933
E-Mail: martin.rosenthal@ca.ey.com
Attention: Mr. Martin Rosenthal

AND WITH A COPY TO:

McMillan LLP
1000 Sherbrooke Street West, Suite 2700
Montreal (Qc) H3A 3G4
Fax No.: (514) 987-1213
E-Mail: nicholas.scheib@mcmillan.ca
Attention: Mr. Nicholas Scheib

Any of the foregoing may, at any time, give notice of any change of address to all of the others, and after the giving of such notice, the address specified therein shall be such person's address for the purpose of receiving notices.

- 12.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

12.4 The parties acknowledge that they have required that this agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

MANUFACTURAS DIVERSAS, S.A., (MADISA) (THE “PURCHASER”)

Per: _____
Name:

AND

ROL MANUFACTURING (CANADA) LTD. (THE “VENDOR”)

Per: _____
Name: Ken Labelle, Chief Restructuring Officer

and

ROL MANUFACTURING OF AMERICA, INC. (THE “VENDOR”)

Per: _____
Name: Ken Labelle, Chief Restructuring Officer

SCHEDULE "A" - THE CANADIAN ENGINE GASKET TANGIBLES / INTANGIBLES

The Canadian Engine Gasket Tangibles/Intangibles are the following assets related to the Company's Engine Gasket Division (which Canadian Engine Gasket Tangibles/Intangibles do not include the assets which form part of the Companies' Exhaust Division):

- (a) all of the machinery, tools, complements and devices, equipment, complete machine equipment process line, dies and moulds, storage racks, and fixtures, the Mitutoyo CMM Machine, the quality control machinery for punching, all items related to the Engine Gaskets Division purchased further to the Corteco transaction that remain owned by the Companies, the whole located in the premises at Laval, Quebec at 875 Montee Saint-Francois, H7C 2S8 (the "**Laval Plant**"), as well as the holding molds, tools and dies of Rol Manufacturing (Canada) Ltd. located in Cornwall, Ontario or elsewhere in Canada (collectively, the "**Laval Fixed Assets**"), the whole related exclusively to the Engine Gaskets Division and as specifically enumerated with the "G" inscription in the "Laval Fixed Assets Schedule" attached hereto as Appendix "1", in addition to those other items (other than realty or any assets leased from third parties) owned by one or more of the Companies required exclusively for the operation of the other Laval Fixed Assets currently located at the Laval Plant; and
- (b) all intangible or intellectual property related exclusively to the Laval Fixed Assets as well as to the "Engine Gaskets Inventory" (as such term is defined below) located in Canada (n.b. "**Laval Intangible Property**"; this asset class specifically excludes any intangible or intellectual property used both for any of these items and for other divisions of the Company, such as the assets in respect of the Exhaust Gaskets Division), including:
 - (i) all warranties and guarantees of manufacturers, contractors or suppliers in relation to the Laval Fixed Assets and the Engine Gaskets Inventory located in Canada;
 - (ii) any listings used exclusively in relation to the Laval Fixed Assets or the Engine Gaskets Inventory located in Canada;
 - (iii) the trademarks, trade secrets and trade names owned by any of the Companies and used solely in respect of the Engine Gaskets Division and specifically enumerated with the "G" inscription in Appendix "2"; and
 - (iv) all vendor, supplier and customer lists, all technical data, blueprints, drawings, manuals, manufacturing process descriptions, electronic drawings files, electronic databases relative to technical information, electronic catalogues with information relative to the Laval Fixed Assets or the Engine Gaskets Inventory located in Canada, files, data and other documentation and records used exclusively in relation to the Laval Fixed Assets or the Engine Gaskets Inventory located in Canada, in digital mode.

SCHEDULE "B" – THE U.S. ENGINE GASKET TANGIBLES / INTANGIBLES

The U.S. Engine Gasket Tangibles/Intangibles are the following assets related to the Company's Engine Gasket Division (which U.S. Engine Gasket Tangibles/Intangibles do not include the assets which form part of the Companies' Exhaust Division):

- (a) all of the machinery, tools, complements and devices, equipment, complete machine equipment process line, dies and moulds, storage racks, fixtures, and shelving and handling equipment related to inventory, as well as all items related to the Engine Gaskets Division purchased further to the Corteco transaction that remain owned by the Company (collectively, the "**U.S. Fixed Assets**"), the whole located in the premises at the U.S. Plant, other than those assets that relate exclusively to the power steering and hose division of the Company. The U.S. Fixed Assets include all furnishings, office equipment, computer equipment and other items including but not limited to the existing local Orlando assets (other than realty or any assets leased from third parties) owned by one or more of the Company required for the operation of the other U.S. Fixed Assets currently located at the U.S. Plant; and
- (b) all intangible or intellectual property related exclusively to the U.S. Fixed Assets and to the Engine Gaskets Inventory located in the United States (n.b. "**U.S. Intangible Property**"); this asset class specifically excludes any intangible or intellectual property used both for any of these items and for assets of other divisions of the Company, such as the Exhaust-Gaskets Assets and the power steering and hose division), including:
 - (i) all warranties and guarantees of manufacturers, contractors or suppliers in relation to the U.S. Fixed Assets and the Engine Gaskets Inventory located in the United States;
 - (ii) any listings used exclusively in relation to the U.S. Fixed Assets or the Engine Gaskets Inventory located in the United States;
 - (iii) the trademarks, trade secrets and trade names owned by any of the Companies and used solely in respect of the Engine Gaskets Division and specifically enumerated with the "G" inscription in Appendix "2"; and
 - (iv) all vendor, supplier and customer lists, all technical data, blueprints, drawings, manuals, manufacturing process descriptions, electronic drawings files, electronic databases relative to technical information, electronic catalogues with information relative to the U.S. Fixed Assets or the Engine Gaskets Inventory located in the United States in digital mode, files, data and other documentation and records used exclusively in relation to the U.S. Fixed Assets or the Engine Gaskets Inventory located in the United States, in digital mode.

SCHEDULE "C" – THE MEXICO ENGINE GASKET TANGIBLES / INTANGIBLES

The Mexico Engine Gasket Tangibles/Intangibles are the following assets related to the Company's Engine Gasket Division located in Matamoros, Mexico (which Mexico Engine Gasket Tangibles/Intangibles do not include the assets which form part of the Companies' Exhaust Division):

- (a) the items (the "**Mexico Fixed Assets**") located at the premises at Matamoros, Tamaulipas, Mexico, 87494 (the "**Matamoros Plant**") that are listed in the "Matamoros Fixed Assets Schedule" attached hereto as Appendix "3" (which are items used in respect of the Engine Gaskets Division and specifically exclude the Exhaust-Gaskets Assets); and
- (b) all inventory related exclusively to the Engine Gaskets Division located at the Matamoros Plant (the "**Matamoros Inventory**"); and
- (c) all intangible or intellectual property related exclusively to the Mexico Fixed Assets and to the Engine Gaskets Inventory located in Mexico (n.b. "**Mexico Intangible Property**"; this asset class specifically excludes any intangible or intellectual property used both for any of these items and for other divisions of the Company, such as the Exhaust-Gaskets Assets), including:
 - (i) all warranties and guarantees of manufacturers, contractors or suppliers in relation to the Mexico Fixed Assets and the Matamoros Inventory located in Mexico;
 - (ii) any listings, trade secrets, and trade names used exclusively in relation to the Mexico Fixed Assets or the Engine Gaskets Inventory located in the Mexico; and
 - (iii) all vendor, supplier and customer lists, all technical data, blueprints, drawings, manuals, manufacturing process descriptions, electronic drawings files, electronic databases relative to technical information, electronic catalogues with information relative to the Mexico Fixed Assets or the Engine Gaskets Inventory located in Mexico, files, data and other documentation and records used exclusively in relation to the Mexico Fixed Assets or the Engine Gaskets Inventory located in Mexico, in digital mode.

APPENDIX "1" – "LAVAL FIXED ASSETS SCHEDULE"



NOTE: IF NOT INDICATED "G"
FOR GASKETS - ASSUME FOR
EXHAUST BUSINESS.

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March 2008

Pages 1-29.

S = Sold or SCRAP

LEASED - NOT FOR
SALE

Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

CPC

CPC

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
14	1)	1 1984 Agie "DEM740" CNC Wire EDM (ME001) S/N: 15 w/ Agie "Fast Track" CNC Control	\$4,500
15	2)	1 Bridgeport "Japax LUX3" CNC Wire EDM (ME002) S/N: 181-00-1341 w/ "JAPT3F" CNC Control	\$4,000
16	3)	1 Bridgeport "Japax LUX3" CNC Wire EDM (ME003) S/N: 161-50-1700 w/ "JAPT3F" CNC Control	\$4,000
18	4)	1 1997 Agie "Elox Mondo 50" CNC Sinker-Type EDM S/N: MON-50-001079 w/ 25KVA Power Supply, Overhead Exhaust Hood	\$22,500
31	5)	1 Excello Vertical Ram-Type Milling Machine (MM005) S/N: 6026413 w/ Analam 2-Axis Digital Read-Out	\$3,000
34	6)	1 Excello Vertical Ram-Type Milling Machine (MM008) S/N: 6028845 w/ Futaba 2-Axis Digital Read-Out	\$3,000
29	7)	1 Excello Vertical Ram-Type Milling Machine (MM003) S/N: 6025122 w/ Power Longitudinal Feed, Newall 2-Axis Digital Read-Out	\$3,000
30	8)	1 Excello Vertical Ram-Type Milling Machine (MM004) S/N: 6028946 w/ Futaba 2-Axis Digital Read-Out	\$3,000
33	9)	1 Hurco Vertical Ram-Type Milling Machine (MM007) S/N: SA-D028072 w/ Analam 2-Axis Digital Read-Out	\$3,000
32	10)	1 Excello Vertical Ram-Type Milling Machine (MM006) S/N: 6028685 w/ Accurite 2-Axis Digital Read-Out	\$3,000



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Les Industries ROL (Canada) Ltée.
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ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
10	11)	1 1986 Maho "MH600E" 3-Axis CNC Horizontal Milling Machine (MC001) S/N: 63432 w/ Universal Vertical Head, CNC Control, 16" x 38" Table, Cat 40 Spindle	\$6,000
11	12)	1 1986 Leadwell "MCV-760XL" 3-Axis CNC Vertical Machining Centre (MC002) S/N: N/A w/ Fanuc "System OM" CNC Control, 24-Pocket Tool Changer, Cat 40 Spindle Taper, 20" x 40" Table	\$8,000
	13)	1 2004 Deckel Maho "DMC64V" Linear 5 Axis CNC Vertical Machining Centre S/N: 2910006714 w/ GE Fanuc "Series 180IV" CNC Control, 20" x 30" Table, Cat 40 Spindle Taper, Travels X-25", Y-23.6", Z-19.7", 12,000 RPM, 30-Pocket Automatic Tool Changer	\$90,000
26	14)	1 1976 Harding "HLV-H" Precision Lathe (ML003) S/N: 6381W	\$5,000
	15)	1 2002 Enco "111-1450" Gap Bed Engine Lathe S/N: 020840 w/ 24 to 1,600 RPM Spindle Speed, Rapid Tool Post, Splash Guard, Work Light, 10" 3-Jaw Chuck, Accurite 2-Axis Digital Read-Out	\$10,000
27	16)	1 Stanko "16K25G" Engine Lathe (ML004) S/N: 603 w/ 20" x 60" CC, 16 to 2,000 RPM, 10" 3-Jaw Chuck, 4-Jaw Chuck, Steady Follower, Work Light	\$10,000
41	17)	1 Kellog Vertical Band Saw (MS002) S/N: N/A w/ 22" Throat, 12" Under the Guide, Variable Band Speed, Blade Welder and Shear	\$2,000

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ICON.
LEASED.
NOT FOR SALE



Schedule A
March 2008

Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
44	18)	1 Do-All "C-916S" Horizontal Band Saw (MS005) S/N: 52996233 w/ Variable Band Speed, Hydraulic Clamping, Hydraulic Down Feed, 4' Infeed Conveyor	\$3,500
21	19)	1 Tos "BPH320A" 12" x 40" Horizontal Surface Grinder (MG007) S/N: 180272 w/ Electro Magnetic Chuck	\$10,000
22	20)	1 Freeport "SGS-1024AHD" 10" x 24" Hydraulic Surface Grinder (MG008) S/N: N/A w/ Electro Magnetic Chuck, Coolant Filter	\$6,000
24	21)	1 1996 Okomoto "ACC-16.32EX" 16" x 32" Hydraulic Surface Grinder (MG014) S/N: 76012 w/ Okomoto "Precision" CNC Control	\$40,000
20	22)	1 1979 Kent "KSG200" 6" x 12" Hand Surface Grinder (MG006) S/N: 79C805-2	\$1,500
	23)	Lot Small Tools - Consisting of: Decko "84-22108" Pre-Graph Drill Grinder, 1998 Chinese Machine - S/N: 0424, Custom Made Work Station w/ (3) 1-Ton Chain Falls, Assorted Steel Work Tables, Combination Wood/Metal Tables, Small 16" x 16" Granite Surface Plate on Stand, Lift Die Truck, Baldor Double-End Grinder, (2) Sections Racking	\$12,500
17	24)	1 Chevalier "N Mill" Grinder (MG001) S/N: 13210	\$750
261	25)	1 Clark "CR8" Hardness Tester (SQ003) S/N: 8036	\$1,000
13	26)	1 Mauser "M35" Radial Arm Drill (MD002) S/N: 43328 w/ Box Table, Coolant, 4' Arm x 9"D Column	\$4,000

ROL Manufacturing - Laval
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ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
47	27)	1 1986 Leadwell "LTC-10" CNC Turning Centre (MT001) S/N: L69029 w/ Fanuc "System OT" CNC Control	\$9,500	
36	28)	1 24" x 60" 150-Ton Hydraulic H-Frame Press (MO166) S/N: 21788 w/ Moveable Cylinder	\$3,000	
120	29)	1 1988 Trumpf "Trumatic 240" CNC Turret Press (PN013) S/N: 9114	\$30,000	G
53	30)	1 Vicon Dual Twin Drive Plasma Cutter (PCO99) w/ 5' x 10' Table, Hypotherm "HD3070" High Definition Plasma Power Supply	\$25,000	
121	31)	1 1994 Ergon "60N1A6-12SE13/D" Computerized 2-Axis Wire Straightener/Bender (PN088) S/N: 276-691 w/ Ergon CNC Control, Pay-Off Stand	\$25,000	
164	32)	1 "14LW" 30-Ton OBI Flywheel-Type Press (PP081) w/ ISB Safety Lights, Air Clutch	\$3,000	G
151	33)	1 Brown Boggs "17-1/2LJA" 60-Ton OBI Flywheel-Type Press (PP029) S/N: 74111 w/ Infrared Safety Lights, Air Clutch	\$8,000	E
155	34)	1 1969 Federal "45" 45-Ton OBI Flywheel-Type Press (PP036) S/N: 45-167 w/ Infrared Safety Barrier, Air Clutch	\$3,000	E
156	35)	1 Minster "6" 60-Ton OBI Flywheel-Type Press (PP038) S/N: 6-10042 w/ Infrared Safety Barrier, Air Clutch	\$8,000	E
181	36)	1 1967 McKay Warco 110-Ton Gap OBI Press (PP110) S/N: 672533-B w/ 6" Stroke, 35 SPM, Security Barrier, Air Clutch	\$7,000	G



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
201 37)	1	Brown Boggs "18LJCA" 80-Ton Back Gear-Type Press (PP187) S/N: 10957 w/ Safety Barrier, Air Clutch	\$10,000	E
186 38)	1	Minster "6" 60-Ton OBI Flywheel-Type Punch Press (PP121) S/N: 6-9915	\$7,000	E
190 39)	1	Walsh "65" 60-Ton OBI Flywheel-Type Punch Press (PP122) S/N: 6326 w/ Security Barrier, Air Clutch	\$6,000	S
141 40)	1	USI Clearing 150-Ton OBS Punch Press (PP012) S/N: 54-5126 w/ 6" Stroke, Air Clutch, Back Gear, Security Barrier	\$8,500	E
140 41)	1	Bliss "S1-125-24-30" Single Crank Gear-Type Straight Side Press (PP011) S/N: H343910 w/ Security Barrier, Windows	\$2,000	S.
192 42)	1	Bliss "28" 125-Ton OBI Flywheel-Type Punch Press (PP128) S/N: H24270 w/ Security Barrier, Air Clutch	\$2,000	E
167 43)	1	USI Clearing "150-P-710" 150-Ton OBS (PP086) S/N: 54-5227 w/ 8" Stroke, 19.5" Shut Height, Security Barrier, Air Clutch	\$8,500	E
200 44)	1	1940's Bliss "23B" Single Crank Straight Side Knuckle Press (PP185) S/N: 2253-47318 w/ Air Clutch, 6" Exit Conveyor	\$3,000	S. Scrap
193 45)	1	Bliss "23" 100-Ton Back Gear OBI Punch Press (PP129) S/N: 3T1119210 w/ Security Barrier, Air Clutch	\$3,000	E S.



Schedule A
March 2008

Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
142 46)	1	USI Clearing "150-P-701" 150-Ton Inclineable Back Gear-Type Press (PP014) S/N: 54-5228 w/ Security Barrier, Air Clutch	\$8,500	ES.
164 47)	1	Aida "C1-15" 150-Ton Gap Frame Press (PP113) S/N: 00215-1154 w/ 7.8" Stroke, 45 SPM, 15.7" Shut Height, Air Clutch, Jaco 24"W Motorzied Uncoiler, Manual Expansion	\$15,000	G
159 48)	1	Blow 150-Ton Double Crank Straight Side Press (PP041) S/N: N/A w/ 30" x 50" Bed, Security Barrier, Windows	\$8,500	E
177 49)	1	Minster "40-3.5" 80-Ton Single Crank Straight Side Coining Press (PP106) S/N: 40.3.5018500	\$3,000	E
203 50)	1	Minster "6" 60-Ton Flywheel-Type Air Clutch (PP200) S/N: 6-9045-0 w/ 6" Stroke, Security Barrier	\$6,000	E
135 51)	1	40-Ton OBI Flywheel-Type Press (PP001) S/N: N/A w/ Security Barrier, Air Clutch	\$2,500	E
206 52)	1	Minster "6" 60-Ton OBI Flywheel-Type Press (PP221) S/N: N/A w/ Security Barrier, Air Clutch	\$6,000	E
205 53)	1	1967 Brown Boggs "16LW" 50-Ton Flywheel-Type Press (PP205) S/N: 67414 w/ Security Barrier, Air Clutch	\$7,000	E
196 54)	1	Minster 60-Ton OBI Flywheel-Type Press (PP144) S/N: N/A w/ RA Industries Air Feed, Littel Cradle Straightener - S/N: 58933-55, Air Clutch	\$6,000	G



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
150 55)	1	Bliss 50-Ton OBI Flywheel-Type Press (PP028) S/N: N/A w/ Servomatic 6"W Air Feed (RF004), Controller, Cooper Weymouth Cradle Straightener (PD045), Air Clutch	\$9,000	E
152 56)	1	1973 Brown Boggs "17-1/2J" 60-Ton Flywheel-Type Press (PP030) S/N: 73133 w/ 4" Stroke, 12.75" Shut Height, Security Barrier, Air Clutch, 8" Air Slide Feed, Rowe 12"W Cradle Straightener - S/N: 26261, 4,000 lbs., 48"D Maximum, 15"W	\$15,000	E
149 57)	1	1978 Brown Boggs "17.5LJA" 60-Ton OBI Flywheel-Type Press (PP027) S/N: 78173 w/ 5" Stroke, 12.5" Shut Height, 6"W Single Gripper, 4" x 12" Air Slide Feed, Rowe "4-20-80" Cradle Straightener - S/N: 3- 868, Electronic Die Protection, Air Clutch	\$15,000	E
161 58)	1	1973 Brown Boggs "20LJA" 110-Ton Flywheel-Type Press (PP052) S/N: 81273 w/ Dallas Single Gripper, 6" x 10" Air Slide Feed, Rowe "C6-20- 80" Combination Cradle Straightener - S/N: 23.634, Air Clutch	\$20,000	E
194 59)	1	1988 Brown Boggs "20LJ" 110-Ton Back Gear-Type Inclineable Press (PP179) S/N: 10288 w/ Single Gripper, 12" x 12" Air Slide Feed, Rowe 24"W Combination Cradle Straightener	\$20,000	E
60)	1	Weldomatic "LSP" 75KVA Press-Type Spot Welder (PW170) S/N: 987 w/ Plymovent Fume Hood	\$8,000	E
136 61)	1	1985 Brown Boggs "110" 110-Ton Back Gear-Type Inclineable Press (PP118) S/N: 85185 w/ 5" Stroke, 50.5" Shut Height, Security Barrier, Single Gripper, 6" x 12" Air Slide Feed, Cooper Weymouth Cradle Straightener, 6"W Maximum, air clutch	\$20,000	S



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
145 62)	1	Bliss 70-Ton OBI Back Gear-Type Press (PP026) S/N: H34363 w/ Single Gripper, 6" x 12" Air Slide Feed, Littel "4165PD" 12"W x 125 Continuous Straightener - S/N: 39988-50, Littel "CC40-20" 4,000 lbs. 24"W Cradle - S/N: 29943-47, Air Clutch	\$15,000	E
202 63)	1	1951 Verson "300-C2-54" 300-Ton Double-Crank Straight Side Press (PP189) S/N: 9087 w/ 52" x 42" Bed, Security Barrier, Unico 24"W Servo Roll Feed, Programmable Control, Rowe "C6-20-8J" Combination Cradle Straightener - S/N: 23-637, 20" Maximum Capacity	\$30,000	G
210 64)	1	Minster "70-5" OBI Back Gear-Type Press (PP242) S/N: N/A w/ Die Cushion, Coil Handling Equipment "SMX111-12" Servo Feeder - S/N: S579-08, 12"W Maximum Stock, Rowe "B10- C4000J" Combination Cradle Straightener - S/N: 21218, Air Clutch	\$20,000	E
143 65)	1	Toledo "665" 800-Ton Single Crank Straight Side Knuckle Press (PP015) S/N: 30173-01985 w/ Co 12" Servo Roll Feeder, Plate Loading Device	\$20,000	E
209 66)	1	Toledo "665" 800-Ton Knuckle Press (PP241) S/N: 3016960831 w/ Infrared Security Barrier	\$3,000	E
9 67)	1	Kone 5-Ton Single Girder Top Running Crane w/ Underslung Hoist, Pendant Control, est. 40' Span	\$15,000	E
8 68)	1	Able Howe Floor-Mounted Jib Crane w/ Vulcan 2-Ton Electric Hoist, Pendant Control	\$5,000	E



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Les Industries ROL (Canada) Ltée.
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ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
153 69)	1	1973 Brown Boggs "18LJA" 80-Ton OBI Flywheel-Type Press (PP032) S/N: 73215 w/ 4" Stroke, 17" Shut Height, Bottom Mounted Slug Conveyor, Rowe "PM-FAC-033-206", 10"W Servo Feeder - S/N: 27956, Rowe "B-10-4J" 10"W Combination Cradle Straightener - S/N: 29128, Electric Die Protection Monitor, Air Clutch	\$25,000	E
	70)	Videx "CAS-20-DVHC" U-Bolt Fabricating Machine (PU133) S/N: 275 w/ Pay-Off Stand	\$55,000	E
48 71)	1	1993 New Automation Assembly Machine S/N: 7295-1 w/ (3) NA Nut Runners, Automated Conveyor Chain, Automatic Infeed and Discharge, (3) Vibratory Bowls, Complete Discharge Conveyor, Packaging Assembly Line, Overhead 2-Ton Electric Hoist on 3-Point Gantry	\$50,000	E
	72)	Lantek Pallet Wrapper S/N: N/A w/ 5'D Rotary Table, 6' Wrap Height	\$6,000	
114 73)	1	Stud Thread Rolling Machine (PH116)	\$2,000	S
54 74)	1	Lewis "4C" Straightener and Cut-Off (PC136)	\$2,000	S
294 75)	1	Videx "DAS20DVH" U-Bolt Fabricating Machine (PU132) S/N: 121	\$20,000	S
	76)	Videx U-Bolt Fabricating Machine (PU134) S/N: 309	\$20,000	E
	77)	Minster 50-Ton OBI Flywheel-Type Punch Press w/ Air Clutch	\$5,000	S
233 78)	1	Videx "VASS20-DBHS" U-Bolt Formèr (PU131) S/N: 139	\$20,000	E



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
232 79)	1	Videx "VASS20-DBHS" U-Bolt Machine (PU130) S/N: 142	\$20,000	S
80)	1	Cat "CP40" 8,000 lbs. LPG Forklift Truck (HL006) S/N: 1CM00437 w/ 185" Lift, 3-Stage Mast	\$7,000	
81)	1	Rampi Parts Tumbler	\$5,000	
82)	1	Econolift Tipper	\$1,500	
83)	1	Minster 40-Ton OBI Flywheel-Type Punch Press (PP024) S/N: N/A w/ Clutch - S/N: 26-11577, Safety Barrier	\$4,000	G
136 84)	1	Bliss 40-Ton OBI Flywheel-Type Punch Press (PP002) S/N: 112133	\$4,000	G
172 85)	1	Brown Boggs "328" Single Crank Straight Side Press (PP095) S/N: N/A w/ Windows, est. 24" x 16" Bed Size	\$3,000	G
179 86)	1	Minster "16F" 60-Ton OBI Flywheel-Type Press (PP108) S/N: 60732-B w/ Air Clutch	\$4,000	S.
120 87)	1	Minster "5" 50-Ton OBI Flywheel-Type Punch Press (PP093) S/N: 5-10281 w/ Safety Barrier, Air Clutch	\$4,000	- MISSING
221 88)	1	"161" Riveter (PR207) S/N: 669	\$1,500	II
89)	1	1977 Eisele "VMSIV" Circular Cut-Off Saw (MS277) S/N: 5497 w/ Pneumatic Clamping, Automatic Down Feed, Swivel Bed, 12" Blade	\$3,000	II



Schedule A
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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
	90)	1 1964 J. Walters & Co. "VMS3PC" Circular Cut-Off Saw (MS003) S/N: 8325 w/ 12"D Blade, Pneumatic Clamping, Swivel Vise, Automatic Down Feed	\$3,000	E
82	91)	1 Pines "2" 3" Mandrel-Type Horizontal Hydraulic Tube Bender (PF002) S/N: 11290-86090	\$8,000	E
83	92)	1 Eagle "C85" Tube Bending Machine (PF004) S/N: 1739	\$10,000	E
84	93)	1 Hydraulic Swaging/Expanding Machine (PF001)	\$5,000	E
	94)	1 2005 HMT Horn Machine Tools "A75TNCBP" 3" Capacity CNC Hydraulic Tube Bender (PF003) <u>MCAP</u> S/N: 051210 <u>LEASED - not for</u> w/ Hitech CNC Control <u>sale.</u>	\$45,000	E
	95)	1 Ben Pearson Muffler Shop Tube Bender w/ Assorted Tooling	\$5,000	E outside
127	96)	1 Gasket Laminating Line - Consisting of: <u>Cornwall? Scrap?</u> Wisconsin "SPC-60" Electric Pass-Through Oven (PO181) - S/N: 20-57711. Black Brothers 2-Roll Laminating Press (PO100), Exhaust Hoods, Bench Operated Press (PR211)	\$25,000	G.
79/80 133.	97)	1 Gasket Laminating Line - Consisting of: ✓ Black Brothers Laminating Press (SQ101), Fusion "4P300MT" UV Coater (PE218). Exhaust Hoods	\$25,000	G
	98)	1 Jupiter "JGD37" Gearhead Drill S/N: N/A w/ 60 to 630 RPM	\$2,000	
	99)	1 Forte 10" Horizontal Band Saw w/ Manual Clamping, Hydraulic Down Feed	\$1,500	
	100)	1 Little 10HP Piston-Type Compressor	\$1,200	S.



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
101)	1	Little Double-End Pedestal Grinder	\$150	
102)	2	Oxy-Acetylene Torch and Cart Sets	\$750	
37 103)	1	Strands "S-53" Gearhead Drill (MO167) S/N: 15388	\$1,200	
43 104)	1	Continental Tube Cut-Off (MS004) S/N: 35-31799	\$7,000	E outside
105)	1	Rotary Welding Cell w/ Lincoln "CV250" Power Supply, Wire Feed, Lincoln "CV250" Power Supply, Rotary Fixture, Controls	\$10,000	E
106)	1	"FC10" 10KVA Rocker-Type Foot-Operated Spot Welder (PW074)	\$2,000	E
107)	1	A&H Press-Type Welder w/ 300-Weld Schedule Control, Electro Air Air Cleaner	\$8,000	E
116 108)	1	Proseco "26-36E" Industrial Washer (PH208) S/N: 862	\$4,000	E
111 109)	1	Torrington "W12" Spring Maker (PH068) S/N: 53077	\$7,500	E
172 110)	1	Custom Made 3-Way Clamp for Muffler (PO190)	\$5,000	E
111)	1	Custom Made 3-Way Former Muffler Clamp Machine w/ PLC Control	\$5,000	E
112)	1	New England Oven and Furnace Co. "234" Electric Fired Drying Oven (PH070) S/N: 3090	\$3,000	E
109 113)	1	Waterbury Farrel "30" Rotary Threader (PH066) S/N: 171682-B4	\$10,000	E
126 114)	1	Motoman Robotic Welding Cell (PN225) w/ Yasnac "XRCUP6" Control, Motoman "UP6" Robot, Miller "Deltaweld 452" Power Supply w/ Wire Feed	\$35,000	E

ROE Manufacturing - Laval
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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
115)	1	2006 Motoman Robotic Welding Cell (PN226) S/N: 17480788 w/ Motoman "EA1400N" Robot, Fronius Welding Power Supply and Wire Feed	\$40,000	E
		<i>Leasen not for sale. MCAP.</i>		
124 116)	1	Welding Cell (PN224) w/ Invertec "P205T" AC/DC Power Supply and Wire Feed	\$3,000	E
122 117)	1	Miller 6-Axis Robotic Welding (PN222)	\$8,000	E E
123 118)	1	6-Axis Welding Robot (PN223)	\$8,000	E
119)	1	Miller "CP200" 200-Amp Power Supply w/ Wire Feed	\$2,000	E
120)	1	Gulco "GP200" Rotary Weld Fixture S/N: 11605-4	\$1,000	E
121)	1	Lincoln "Power Mig 225"	\$2,500	E
122)	1	Miller "Millermatic 350" Power Supply	\$2,000	E
123)	1	Small "659" Disc and Belt Sander	\$1,000	E
124)	Lot	Miscellaneous Tools and Tables, etc.	\$4,000	E
125)	1	"HD2" Granulator (PL001) S/N: 19198	\$5,000	G
126)	1	1984 Arburg "221.55.250" Injection Moulder (PM003) S/N: 126277 w/ Arbur Relay-Type Controls	\$5,000	G



Schedule A
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Les Industries ROL (Canada) Ltée.
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ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
273 127)	1	2003 Arburg "630S All Rounder" 275-Ton Hydraulic CNC <u>Injection Moulder</u> S/N: 190744 w/ Reciprocating Screw, Top Mounted Hopper, Unidyne "600" Solid Cone Hopper, Unidyne "GS100" Dehumidifying Hopper/Dryer - S/N: 234788.01.01-0703, Hamilton "Aquatherm RA090305" Temperature Controller, Tempstek "CHI-1" Refridgerated Chiller	\$95,000	G
128)	11	Bliss 20-Ton OBI Flywheel-Type Punch Press (PP008)	\$1,000	
211-212 213-214-215-216- 215-221-222-223 129)	11	Riveters (PR006, PR010, PR09, PR007, PR008, PR208, PR210, PR215, PR5, PR13, PR12)	\$7,200	E
130)	4	VSI Automation "TM20" Tappers (PR222, PR204, PR223, PR202) S/N: 18461 (1988), 14158 (1985), 20064 (1989), 16134 (1986)	\$10,000	
90 131)	1	NR Pack "Economaster" Pallet Wrapper Packaging Machine (PG170) w/ 5'D Table, 4' Wrap Height	\$3,000	
166 132)	1	Minster "6.5" OBI Flywheel-Type Air Clutch Punch Press (PP084) S/N: 5-5009 w/ Security Barrier	\$5,000	E
175 133)	1	"F3" OBI Flywheel-Type Punch Press (PP098) w/ Mechanical Clutch, 12-Station Rotary Index Table	\$2,000	
61 134)	1	"OL3X1250" 3 mm. x 1,250 Power Shear (PC079) S/N: 1575 w/ Manual Back Gauge	\$3,000	S
167 135)	1	Brown Boggs "18LJC" 80-Ton Flywheel-Type Press (PP119) S/N: 11360 w/ Safety Barrier, Air Clutch	\$8,000	G

CP 314 Thom



Schedule A
March 2008

Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
136	1	Brown Boggs "20LJ" 100-Ton OBI Flywheel-Type Press (PP125) S/N: 12965 w/ Air Clutch	\$15,000	G
137	1	Bliss "21B" 50-Ton OBI Flywheel-Type Press (PP082) S/N: N/A w/ Air Clutch	\$3,000	E
138	1	Minster "5" 50-Ton OBI Flywheel-Type Press (PP094) S/N: N/A w/ Security Barrier, Air Clutch	\$3,000	E
139	1	Minster "6" 60-Ton OBI Flywheel-Type Press (PP111) S/N: 6-9916 w/ Air Clutch	\$5,000	G
140	1	Seybold Precision 80" Guillotine (CP246) w/ Rear-Operated Back Gauge	\$2,500	G
141	1	Littel "418-5PD-HYD" 18"W Straightener S/N: 54920-54	\$2,000	
142	1	Little Bliss "225" Slitter	\$1,200	→ ? correct
143	1	Visual Thermoforming "RT34-1" 36"W Pass-Through Die Cutter S/N: 1792	\$2,500	E
144	1	Visual Thermoforming "CT3036AT" Shrink Wrap Machine S/N: 1791	\$5,000	E
145	1	Jones Automatic Packaging Machine (PG002)	\$4,000	E
146	1	Jones "IMB Cartoner 3594" Automatic Packaging Machine (PG001)	\$4,000	E
147	1	Matthews "TTB8200" Labelling Machine (PG235) S/N: 508493	\$6,000	E



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Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
148)	1	Packaging Machine w/ (2) Videojet Print Mail Imagers, Speed Dry "4540" Curing System, Run-Out Conveyor	\$8,000	E
149)	3	New London "500-4-12" Semi-Automatic Packaging Machines	\$9,000	E
150)	1	Ideal L-Bar Sealer (PG175)	\$1,500	E
151)	1	Shanklin "T-7XL" Tunnel (ST001) S/N: T-91118	\$1,500	E
152)	1	Automatic Weigh Scale Bagging Machine (PG240)	\$3,000	B
153)	1	Automated Packaging Systems Top Mounted Table (PG023)	\$2,500	B
154)	1	Show Industrial Packaging Machine (PG237)	\$3,000	B
155)	1	Kilotech "KS301" Scale	\$300	B
156)	10	Econolift Electric Tippers	\$10,000	E
157)	3	Sections Racking	\$500	E
158)	3	Steel Work Benches	\$150	E
159)	1	"P14000" Manual Bagger and Labeller	\$2,500	E
160)	1	5-Ton Top Running Single Girder Overhaed Crane w/ Paymac Underslung Hoist, Pendant Control, est 30' Span	\$15,000	G
161)	2	Linde "R20-S" 5,000 lbs. Electric Riding Aisle Truck S/N: G1X115U51591	\$10,000	
162)	2	BT "WR-30" 3,000 lbs. Electric Walkie Stackers S/N: WRX303015400, WRX303022900	\$4,000	G
163)	1	30"W 2-Roll Incline-Type Laminating Machine (CP331) w/ 6"D Rolls	\$7,500	B

CITICORP
LEASED-NOT
FOR SALE
in repair



Schedule A
March 2008

Les Industries ROL (Canada) Ltée.
875 Montée St-François, Laval, Quebec H7C 2S8

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
164)	427	Sections Adjustable Pallet Racking	\$45,000
289 165)	1	Toyota LPG Forklift Truck (HL004) # 83198 7F9G025.	\$6,000
299 166)	1	Crown Electric Pallet Truck (HM010)	\$1,500
Total - Laval:			\$1,603,400



Legend G = gasket equipment

NO CTRC - acquired after.

Schedule C
March 2008

Les Industries ROL (Canada) Ltée.
Corteco Assets

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
1)	G 1	1987 Greenerd Centennial "HCT-200" 200-Ton Hydraulic C-Frame Press (CG003) S/N: 87T4202 w/ 30" x 34" Bed, 10" Stroke, 18" Maximum Daylight, Lateral Transfer System, Rear and Side Exit Conveyors	\$20,000	G
2)	G 1	1987 Greenerd Centennial "HCT-250" 250-Ton Hydraulic Gap Frame Press (CG002) S/N: 86T4149 w/ Lateral Transfer System, Rear and Side Exit Conveyors	\$25,000	G
3)	G 1	1987 Greenerd "HCT-200" 200-Ton Hydraulic Gap Frame Press (CG001) S/N: 87T4203 w/ Lateral Transfer System, Rear and Side Exit Conveyors	\$20,000	G
4)	G 1	Black Brothers "22D875CTR" 40"W Laminating Roll S/N: 314796 w/ 3-Roll Laminating System, Stainless Steel Mesh Pass-Through Conveyor	\$10,000	G
5)	G 1	Turbo Air Cooling Cabinet	\$1,000	G
6)	G 2	Pass-Through Gasket Laminators w/ Custom Made Entry Applicator, Squeegee Roll, Magnatec "GPD503" 20'L Gas Fired Drying Oven, Stainless Steel Mesh Pass-Through Conveyor, Custom Made Top Mounted Fan, Cool-Off Zone	\$25,000	G
7)	G 1	Gasket Coating Line - Consisting of: Custom Made Manual Coating, Entrance Stainless Steel Mesh Conveyor, 24'L Gas Fired Oven (#1) w/ 40"W Stainless Steel Exit Conveyor System	\$25,000	G
8)	G 1	Rennco "50-1-36" Manual-Operated Bag Sealing Machine (329) S/N: XR1436S2448BBE w/ Quick Panel PLC Control	\$4,000	G



Schedule C
March 2008

*Plus 48 spot welder.
CP 331 2 Roll Flattener.*

Les Industries ROL (Canada) Ltée.
Corteco Assets

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$	
9)	<i>G</i> 1	Bliss "105M" est. 40-Ton OB Double-Crank Flywheel-Type Gap Press (CP210) S/N: H33357 w/ 16" x 24" Bed Size	\$400	<i>G</i>
10)	<i>G</i> 1	Bliss "105M" est. 40-Ton OB Double-Crank Flywheel-Type Gap Press (SP211) S/N: H23095	\$400	<i>G</i>
11)	<i>G</i> 1	est. 20-Ton OBI Single Crank Flywheel-Type Press (CP224) w/ Mechanical Clutch <i>Scrap</i>	\$200	<i>G</i>
12)	<i>G</i> 1	Bliss "21.5" 60-Ton OBI Flywheel-Type Mechanical Clutch (CP142) <i>Scrap</i>	\$400	<i>G</i>
13)	<i>G</i> 1	est. 10-Ton OBI Flywheel-Type Mechanical Clutch (CP206)	\$200	<i>G</i>
14)	<i>G</i> 1	Gary "3360" 60"W Slitter <i>CP420</i> S/N: 1054 w/ Cooper Weymouth "4MR-24" 6,500 lbs. 24"w Motorized Pay-Off Reel - S/N: 061771, Pneumatic Clutch, Manual Expansion	\$4,000	<i>G</i>
15)	<i>G</i> 1	1974 Rousselle "S2-150-72-36" 150-Ton Double-Crank Straight Side Press (CP256) S/N: 20572 w/ 5" Stroke, 12.5" Shut Height	\$10,000	<i>G</i>
16)	<i>G</i> 1	Harwell "HI-Q-300" Screen Printer (CP231) S/N: 1316	\$6,000	<i>G</i>
17)	<i>G</i> 1	6'W x 10'D x 8'H Gas Fired Double-Door Oven (CO320)	\$10,000	<i>G</i>
18)	<i>G</i> 1	Bliss "20C" 30-Ton OBI Flywheel-Type Press (CP217) w/ Mechanical Clutch, Safety Barriers <i>Scrap</i>	\$400	<i>G</i>
19)	<i>G</i> 1	est. 20-Ton Double Crank Inclineable Gap Bed Press (CP233) w/ 12" x 24" Bed, Safety Barrier	\$200	<i>G</i>
20)	<i>G</i> 1	Bliss "104M" Double Crank Flywheel-Type Inclineable Gap Press (CP141) w/ Mechanical Clutch, est. 12" x 24" Bed	\$200	<i>G</i>



Schedule C
March 2008

Les Industries ROL (Canada) Ltée.
Corteco Assets

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
21)	1	Bliss "104" est. 20-Ton Double Crank Inclineable Gap Press (CP232) w/ 12" x 24" Bed, Mechanical Clutch	SCRAP \$200
22)	1	Bliss est. 20-Ton OBI Back Gear-Type Press (CP423) w/ Mechanical Clutch	SCRAP \$200
23)	1	est. 1940's Minster "80 6.5 50" 80-Ton Press (CP227) w/ 24" x 48" Bed, Air Clutch, Bottom Mounted Slug Shoot	\$200
24)	1	Gasket Line - Consisting of: American Steel Line "60" 4,000 lbs. Motorized Coil Reel - S/N: 1460, Manual Expansion, Variable Speed, 24"W Coil, 24"W Perforating Double-Roll Press, Fife Pay-Off Laminating Stand, Fife Tension Stand, Fife Secondary Guide Tension Stand, EEMCO 2-Roll Laminator, 60"W x 26"D Rolls, Tension Stand, Cooper Weymouth "4RM-24" 6,500 lbs. 24"W Rewinder - S/N: 061773, Motorized Manual Expansion	\$60,000
25)	1	24" Secondary Perforating Roll Machine	\$10,000
26)	1	1964 Warco "SC2-500-66X48" 500-Ton Double Crank Straight Side Press (CP202) S/N: 641033-10 w/ 16.75" Shut Height, 3" Stroke, 36"W Crank Actuated Roll Feed, American Steel "6000" 6,000 lbs. 36"W Motorized Coil Reel - S/N: VO4047, Manual Expansion	\$15,000
27)	1	1953 Clearing "E2200-48" 200-Ton (CP214) S/N: 53-17781-P w/ 2.5" Stroke, 17" Shut Height, 48" x 42" Bed, 60 to 90 SPM, Servomax "SMX24" Servo Roll Feed - S/N: 21-05, Coe Equipment "CPPS-250-24" Straightener - S/N: 38308-1, American Steel 4,000 lbs. x 24"W Motorized Coil Reel, Manual Expansion	\$20,000



Schedule C
March 2008

Les Industries ROL (Canada) Ltée.
Corteco Assets

ITEM #	QTY.	ITEM DESCRIPTION	MARKET VALUE IN PLACE Cdn \$
28)	1	Bliss "HP2150" 250-Ton Double Crank High Speed Straight Side Press (CP251) S/N: H7158 w/ 6" Stroke, 24" Shut Height, 48" x 36" Bed Area, 60 to 120 SPM, Cooper Weymouth "SMX24" Servo Feed - S/N: 13723, Cooper Weymouth "4RM-24" 6,500 lbs. 24"W Motorized Pay-Off Reel - S/N: 061774, Motorized Manual Expansion	\$22,500
29)	1	1988 Bliss "C2-150" 150-Ton Double Crank Gap Frame Press (CP004) S/N: HP53947 w/ 24" x 48" Bed Size, Cooper Weymouth "SMX24" Servo Feed - S/N: SMX24-21-03, Cooper Weymouth "4RM-24" 6,500 lbs. 24"W Coil Reel - S/N: 061769, Manual Expansion	\$25,000
30)	1	Gasket Manufacturing Line - Consisting of: Sheet Pay-Off, Farrell Birmingham 2-Roll Mill - S/N: 44113 w/ 48"W x 22"D Rolls, 50HP Drive, American "60-2500" Non Motorized Coil Reel S/N: 2638, 2,500 lbs. x 18"W (PW172), American Hydraulic Coil Upender.	\$20,000
Total - Corteco Assets:			\$335,500

2 custom perforating, laminating line - TRFD from CORNWALL E.

APPENDIX “2” – “TRADEMARKS SCHEDULE”

**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.**

MARWIL, INC.

Trade-marks Portfolio
May 15, 2009



ClearSeal™

DrySeal™

EZSTICK

Rx™

PoziSeal™

Hennan Blaikie LLP Lawyers | Patent and Trademark Agents
Montreal Toronto Vancouver Quebec Calgary Sherbrooke Trois-Rivières Ottawa Kelowna



TRADEMARK

REEL: 005026 FRAME: 0818



**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.
MARWIL, INC.**

CANADA

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
1. EXPAND-TECH	ROL MANUFACTURING OF AMERICA INC	Gowing Lafleur Henderson LLP	G	Registered	0870328	TMA522,460	25-02-1998	28-01-2000	Renewal 28-01-2015	Metal seals and gaskets for sealing a joint; and non-metal seals and gaskets for sealing a joint.
2. INNOVATIVE SEAL & DESIGN 	ROL MANUFACTURING OF AMERICA INC	Heenan Blaikie LLP	G	Allowed	1369127	--	25-10-2007	--	Payment of Registration fee and filing a Declaration of Use 25-10-2010	Gaskets and seals for automotive gas and for diesel applications for passenger cars and trucks. PROPOSED USE IN CANADA
3. PERMA-HOLD	ROL MANUFACTURING (CANADA) LTD.	Brouillete & Associés / Partners	E	Registered	0658956	TMA455,123	30-05-1990	15-03-1996	Renewal 15-03-2011	Muffler clamps.
4. PRO-TORQ	ROL MANUFACTURING (CANADA) LTD.	Brouillete & Associés/ Partners	G	Registered	0678372	TMA428,037	20-03-1991	03-06-1994	Renewal 03-06-2009	Lock-nut assemblies.
5. PRO-TORQUE	ROL MANUFACTURING (CANADA) LTD.	Brouillete & Associés/ Partners	G	Registered	0465834	TMA274,567	20-02-1981	03-12-1982	Renewal 03-12-2012	Gaskets.
6. R DESIGN 	ROL MANUFACTURING (CANADA) LTD./LES INDUSTRIES ROL (CANADA) LTEE.	Brouillete & Associés/ Partners	E, G (dormant)	Registered	0480247	TMA271,791	29-12-1981	13-08-1982	Renewal 13-08-2012	Internal combustion engine parts, namely: exhaust system accessories; and gaskets.

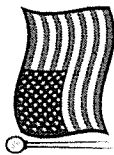
TRADEMARK



**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.
MARWIL, INC.**


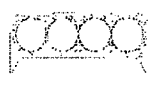

CANADA

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
7. ROL	ROL MANUFACTURING (CANADA) LTD.	Brouillete & Associés/ Partners	E, G (corporate name and also used to brand gasket and exhaust product lines)	Registered	0323310	TMA167,799	13-06-1969	13-02-1970	Renewal 13-02-2015	(1) Automobile gaskets and automobile springs. (2) Internal combustion engine parts, namely: exhaust system accessories, namely, muffler clamps, exhaust flange gaskets, header flange gaskets, muffler reducing bushings, volkswagen muffler mounting hits, brackets and hangers, heat riser valves, flange mounting kits, flanges.

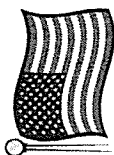


**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.
MARWIL, INC.**

U.S.A.

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°.	Registration N°.	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
8. CLEARSEAL & DESIGN 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on October 31, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Sandra M. Koenig	G	Registered	78/507,476	3,110,715	28-10-2004	27-06-2006	Affidavit of Use due: between 27-06-2011 and 27-06-2012 Renewal due: 27-06-2016	Class 17: Clear shiny silicone based sealant sold as a component of engine gaskets. Class 40: Application of clear, shiny silicone based sealant to coat engine gaskets.
9. COLOR MARK (WHITE) 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on July 3, 2007 in favor of ROYNAT BUSINESS CAPITAL INC.	Isabath H. Coakley	G	Registered	76/527,776	3,022,408	24-06-2003	06-12-2005	Affidavit of Use due: between 06-12-2010 and 06-12-2011 Renewal due: 06-12-2015	Class 7: Gaskets for internal combustion engines.
10. DRYSEAL+ & DESIGN 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on October 31, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Sandra M. Koenig	G	Registered	78/507,512	3,280,475	28-10-2004	14-08-2007	Affidavit of Use due: between 14-18-2012 and 14-08-2013 Renewal due: 28-10-2014	Class 6: Metal engine gaskets for vehicles, namely, oil pan and valve cover gaskets constructed of metal spines featuring a one piece design with increased sealing strength and used in performance engines having increased pressure or vacuum, all of the above specifically excluding gaskets for plumbing.

TRADEMARK



**ROL MANUFACTURING OF AMERICA, INC.
 ROL MANUFACTURING (CANADA) LTD.
 MARWIL, INC.**

U.S.A.

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
11. EZSTICK	ROL MANUFACTURING OF AMERICA, INC.	Sandra M. Koenig	G	Registered	77/120,527	3,421,534	02-03-2007	06-05-2008	Affidavit of Use due: between 06-05-2013 and 06-05-2014 Renewal due: 06-05-2018	<p>Class 7: High performance internal combustion engine gaskets; gaskets for internal combustion engines, namely, intake manifold and water outlet gaskets constructed with polymer carriers designed to positively place and hold the high temperature silicone sealing bead in specific location to create a high strength seal with significantly less bolt lead and used in aluminum internal combustion engine parts, all of the above specifically excluding gaskets for plumbing.</p> <p>Class 7: Non-metal engine gaskets for vehicles.</p>


TRADEMARK

REEL: 005026 FRAME: 0822



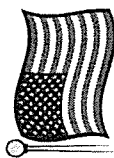
**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.
MARWIL, INC.**

U.S.A.

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
12. INNOVATIVE SEAL & DESIGN 	ROL MANUFACTURING OF AMERICA, INC.	David E. Weslow	G	Registered	77/328,849	3,552,857	14-11-2007	30-12-2008	Affidavit of Use due: between 30-12-2013 and 30-12-2014 Renewal due: 30-12-2018	Class 7: Gasket and seals for automotive gas and for diesel applications for passenger cars and trucks, namely, gaskets and seals related to the engine, exhaust system, cooling system, fuel system, driveline, and fluids.
13. MARWIL PRODUCTS	MARWIL, INC. Security interest recorded on October 31, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Ronald A. CiCerbero	E	Registered	75/804,493	2,592,216	21-09-1999	09-07-2002	Renewal due: 09-07-2012	Class 7: Metal muffler clamps; [flange bits for power drills, namely, bits for drilling holes to receive the manifold studs for use in land vehicles;] metal exhaust pipe hangers, steel exhaust flanges, and manifold studs for use in land vehicles.
14. MOUNTEC	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on July 3, 2007 in favor of ROYNAT BUSINESS CAPITAL INC.	Lisabeth H. Coakley & Jessica S. Sachs	M (dormant)	Registered	76/330,105	2,780,272	16-10-2001	29-10-2002	Renewal due: 29-10-2012	Class 12: Engine mounts, strut and transmission mounts, bushings, center support mounts and bearings



TRADEMARK

Heenan Blaikie LLP

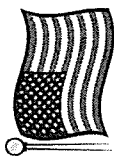


**ROL MANUFACTURING OF AMERICA, INC.
ROL MANUFACTURING (CANADA) LTD.
MARWIL, INC.**

U.S.A.


Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°.	Registration N°.	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
15. OMEGA & DESIGN 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on July 3, 2007 in favor of ROYNAT BUSINESS CAPITAL INC.	Lisabeth H. Coakley	H	Registered	73/478,747	1,355,344	04-05-1984	20-08-1985	Renewal due: 20-08-2015	Class 17: Automotive Components, Namely, Hoses For Power Steering; Power Steering Repair Kits Comprising All Gaskets, Seals, And "O" Rings; Rack And Pinion Assemblies For Use With Power Steering Comprising Gaskets, Seals And "O" Rings; Kits For Rebuilding Power Steering Pumps Comprising Gaskets, Seals, And "O" Rings; And Kits For Rebuilding Steering Gears Comprising Gaskets, Seals, And "O" Rings
16. PERMA-HOLD	ROL MANUFACTURING (CANADA), LTD. Security interest recorded on November 1, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Christopher B. Fagan	E	Registered	74/070,708	1,844,073	19-06-1990	12-07-1994	Renewal 12-07-2014	Class 6: Metal clamps for vehicle mufflers and exhaust systems.
17. POZISEAL & DESIGN 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on October 31, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Sandra M. Koenig	G	Registered	78/505,790	3,100,133	26-10-2004	06-06-2006	Affidavit of Use due: between 06-06-2011 and 06-06-2012 Renewal due: 06-06-2016	Class 17: High temperature silicone-based bead seals for sealing head gaskets to engine heads and blocks to prevent fluid seepage.

TRADEMARK



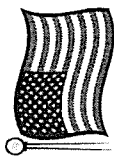
**ROL MANUFACTURING OF AMERICA, INC.
 ROL MANUFACTURING (CANADA) LTD.
 MARWIL, INC.**

U.S.A.

Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
18. ROL	ROL MANUFACTURING (CANADA), LTD. Security interest recorded on November 1, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Sandra M. Koenig	E, G (corporate name and also used to brand gasket and exhaust product lines)	Registered	73/628,223	1,471,179	03-11-1986	05-01-1988	Renewal due: 05-01-2018	Class 6: Metal gaskets. Class 12: Vehicle exhaust system components, namely, hangers, clamps, brackets, flanges, flange mounting kits, and mounting hardware therefor; heat riser valves; vehicle suspension components, namely, control arm bumpers; stabilizer link kits; automatic transmission filter kits; and sway bar bushings, torque rod bushings, and muffler reducing bushings. Class 17: Non-metal gaskets.
19. ROL EXTREME & DESIGN 	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on October 31, 2005 in favor of ROYNAT BUSINESS CAPITAL INC.	Mark P. Lang	E	Registered	78/500,631	3,045,457	15-10-2004	17-01-2006	Affidavit of Use due: between 17-01-2011 and 17-01-2012 Renewal due: 17-01-2016	Class 7: Stainless steel high performance mufflers and tips for exhaust systems and engine gaskets.

TRADEMARK

Heenan Blaikie LLP



**ROL MANUFACTURING OF AMERICA, INC.
 ROL MANUFACTURING (CANADA) LTD.
 MARWIL, INC.**

U.S.A.

	Trade-mark	Owner of the trade-mark	Agent	Code	Status	Application N°	Registration N°	Filing date (dd-mm-yyyy)	Registration date (dd-mm-yyyy)	Next deadline & date (dd-mm-yyyy)	Description of goods and/or services
20.	WHITESEAL TECHNOLOGY	ROL MANUFACTURING OF AMERICA, INC. Security interest recorded on July 3, 2007 in favor of ROYNAT BUSINESS CAPITAL INC.	Lisabeth H. Coakley	G	Registered	76/527775	2911545	24-06-2003	14-12-2004	Affidavit of Use due: between 14-12-2009 and 14-12-2010 Renewal due: 14-12-2014	Class 7: Gaskets for internal combustion engines.

APPENDIX “3” – “MATAMOROS FIXED ASSETS SCHEDULE”

Machine No.	Item Description	Qty	Brand or Make	Serial #	Model No.	Weight (Lbs)	Origin	Value (USD)	Accessories	Pedimento #/Location	Products	Comments	Work Center
B5001	Automatic Band Saw	1	Tanmewitz	15947	G1NE	9920	USA	7500		1200-9015/407 Plant 1	Gasket	Cut Cork Rubber Blocks	WC14A
B5002	Automatic Band Saw	1	Tanmewitz	96022	G1E		JAPAN			1200-5021/168 Plant 1	Gasket	Cut Cork Rubber Blocks	WC14A
B5004	Butcher Band Saw	1	Hitachi	F178192	N/A		USA	15000		1200-8009/068 Plant 1	Gasket	Compact strip & baler	WC14H
CP001	Strap compactor baler	1	Murphy Rodgers	NA	NA	2998	USA			1200-8009/068 Plant 1	Gasket	Dust collector for Saw Machines	N/A
CP002	Electric industrial vacuum	1	Agel	13667	11CF51-D2		USA			1200-8007/444 Plant 1	Gasket	Dust collector for Saw Machines	N/A
CP003	Band Saw	1	Gemfree	6H-18-5722	SC-1T	20	USA	100		1200-8007/444 Plant 1	Gasket	Extractor Fans for cork glue press frames curing	N/A
EF001	Extractor Fan	1	Microenvironments				USA			1200-8007/444 Plant 1	Gasket	Extractor Fans for cork glue press frames curing	N/A
EF002	Extractor Fan	1	Microenvironments				USA			1200-8007/444 Plant 1	Gasket	Extractor Fans for cork glue press frames curing	N/A
EF003	Extractor Fan	1	Microenvironments				USA			1200-8007/444 Plant 1	Gasket	Extractor Fans for cork glue press frames curing	N/A
EGP001	EG press	1	Minster	40-3-112-15499	40-3-112-24	19035	USA	4500		1200-1008/880 Plant 1	Gasket	High Temp gaskets cobling press	WC10C
EGP006	EG press	1	Minster	40-12-1899	40-3-112	13841	USA			1200-7016/900 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP007	EG press	1	Minster	40-12-1897	40-3-112	13481	USA			1200-7016/900 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP010	EG press	1	Minster	40-3-112-21217	NA	15035	USA			1200-8007/644 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP014	EG press	1	Minster	40-3-112-21216	NA	15035	USA			1200-8007/644 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP025	EG press	1	Minster	40-3-50-14498	40-3-50-24	15035	USA			1200-8005/114 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP032	EG press	1	Minster	40-3-50-14497	40-3-50-24	55114	USA			1200-2004/444 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
EGP037	EG press	1	Minster	40-3-50-14497	40-3-50-24	55114	USA			1200-2004/444 Plant 1	Exhaust	High Temp gaskets cobling press	WC10C
FK001	Cork Block Slicer	1	Fackon Kirfel	M9340	H24B	14981	GERMANY	18000		1200-8007/644 Plant 1	Gasket	Cook rubber frame sheet slicer	WC14C
FK003	Cork Block Slicer	1	Fackon Kirfel	N/A	M9034	N/A	USA	N/A		1200-5021/168 Plant 1	Gasket	Cook rubber frame hydraulic press to glue cork	WC14B
GP001	Glue Press	1	Glue Press	2748671	N/A	N/A	USA			1200-5021/168 Plant 1	Gasket	Cook rubber frame hydraulic press to glue cork	WC14B
GP002	Glue Press	1	N/A	N/A	N/A	3009	USA	4850		1200-8006/682 Plant 1	Gasket	Cook rubber frame hydraulic press to glue cork	WC14B
GP003	Glue Press	1	N/A	N/A	N/A	992	CANADA	4500		1200-8012/175 Plant 1	Gasket	Plastic injection machine for plastic screws for manifold gaskets	WC17J
GP004	Plastic Molding Machine	1	Jeremy Machinery	960521	AB-200		USA			1200-8012/175 Plant 1	Gasket	Plastic injection machine for plastic screws for manifold gaskets	WC17J
HP1039	Rolling press	1	N/A				USA			1200-8012/175 Plant 1	Gasket	Gasket flattening rolling press	WC17H
IG176	Rolling Press	1	Beal				USA			1200-5020/754 Plant 1	Gasket	Open to dry black vulcanized rubber gaskets	WC14G
PF001	Punch Press Machine	1	Brown Boggs	25049A221	9060-G		USA			1200-5020/754 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF002	Punch Press Machine	1	Minster	P2-45-13603	N/A		USA			1200-5020/754 Plant 1	Gasket	Punch press machine for gasket parts	WC17C
PF003	Punch Press Machine	1	Preco Industries	366-5D	1212-201		USA			1200-1000/216 Plant 1	Gasket	Punch press machine for gasket parts	WC17E
PF004	Punch Press Machine	1	Wanco	5349	652-60C	719883	USA	10000		1200-7016/900 Plant 1	Exhaust	Punch press machine for gasket parts	WC17F
PF005	Punch Press Machine	1	E-W Bliss		225		USA	71.3		1200-8013/038 Plant 1	Exhaust	Punch press machine for gasket parts	WC17G
PF008	Punch Press Machine	1	Danny	60146901	H2-50-48-30	31956	USA	5500		1200-8004/488 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF009	Punch Press Machine	1	Minster	P2-45-14907	P2-45	26455	USA	4500		1200-8004/488 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF012	Punch Press Machine	1	Rousselle	26550	65S56	5952	USA	3500		1200-8007/644 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF013	Punch Press Machine	1	Rousselle	26435	65S56	5952	USA	3500		1200-8007/644 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF015	Punch Press Machine	1	Brown Boggs	7688	N/A	1994	CANADA	1000		1200-8007/644 Plant 1	Gasket	Punch press machine for gasket parts	WC14D
PF019	Travelling Head Punch Press	1	Sanco	8-259-1-7	GTH-2065	11784	USA	15000		1200-8012/600 Plant 1	Gasket	Travelling Head punch press for gaskets	WC17B
PF022	Punch Press Machine	1	Minster	Jun-10			USA			1200-8012/600 Plant 1	Gasket	Punch press machine for gasket parts	WC17A
PF024	Punch Press Machine	1	Bliss DBI	H40935	HP-24643	5015	USA	7000		1200-9005/116 Plant 1	Exhaust	Punch press machine for gasket parts	WC10G
PF028	Punch Press Machine	1	Schon G Cie GMBG	59727/64	2071A	16534	GERMANY	25000		1200-9016/099 Plant 1	Gasket	Punch press machine for gasket parts	WC17I
PF031	Travelling Head Punch Press	1	Alom	C73079	G886	5511	KG	8500		1200-0014/014 Plant 1	Exhaust	Travelling Head punch press for gaskets	WC30A
PF040	Punch Press Machine	1	Federal Press	2-2016			USA			1200-8013/038 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF043	Punch Press Machine	1	Minster	B1-32-12674			USA			1200-8013/038 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF05	Punch Press Machine	1	Minster	6-12670	O.B.L Flynteeel		USA			1200-8013/038 Plant 1	Exhaust	Punch press machine for gasket parts	N/A
PF06	Punch Press Machine	1	Minster	8-5633			USA			1200-8013/038 Plant 1	Exhaust	Punch press machine for gasket parts	N/A
PF083	Punch Press Machine	1	Minster	9084	703-121	14328	USA	4500		1200-4003/044 Plant 1	Exhaust	Dust collector for Saw Machines	WC10D
PF087	Punch Press Machine	1	Minster	4-4506-C			USA			1200-4003/044 Plant 1	Exhaust	Punch press machine for gasket parts	WC10F
PF096	Punch Press Machine	1	Nakara				USA			1200-4003/044 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF143	Punch Press Machine	1	Brown Boggs	24-11578			USA			1200-4003/044 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF180	Punch Press Machine	1	Brown Boggs	11280			USA			1200-4003/044 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF238	Punch Press Machine	1	Federal Press	12472	14 LW		USA			1200-4003/044 Plant 1	Exhaust	Rotary valve grommet cobling press for high temp gaskets	WC10F
PF247	Riveting Machine	1	United Shoe Machinery	Man-94	C234	670	USA	62.31		1200-8013/038 Plant 1	Exhaust	Riveting machine for exhaust parts	N/A
RM205	Riveting Machine	1	United Shoe Machinery		1460	670	USA	62.31		1200-8013/038 Plant 1	Exhaust	Riveting machine for exhaust parts	N/A
RM247	Rolling Press	1	Bolling				USA			1200-8013/038 Plant 1	Exhaust	Rolling press for flattening gaskets	N/A
RF006	Rolling Press	1	Prigon Engineering	2442936	N/A	1675	CANADA	550		1200-8006/234 Plant 1	Exhaust	Rolling press for high temp gaskets	WC17H
SP030	Press Machine	1	Pressomatic	46393221	PCO-9	3169	USA	6500		1200-0003/26 Plant 2	Gasket	Blanking punch press for gaskets	WC17D
SG038	Wire cutting machine	1	Panco	72362	348 C		USA			1200-0003/26 Plant 2	Exhaust	Wire sheet cutting machine for high temp gaskets	WC10H
GT023	Wire Machine	1	N/A				USA			1200-0003/26 Plant 2	Exhaust	Paper/Metal strip cutting machine for high temp gaskets	WC10H

TRADEMARK
REEL: 005026 FRAME: 0828

PRODUCTION FLOOR MACHINE EQUIPMENT LIST

ROL MANUFACTURAS DE MEXICO, S.A. DE C.V.

Machine No.	Item Description	Qty	Brand or Make	Serial #	Model No.	Weight (Lbs)	Origin	Value (USD)	Accessories	Pedimento # Location	Products	Comments	Work Center
IP4004	Automatic Bag Printer & Sealer	1	Sharp	SX-02K1075-3	N/A	551	USA	13500		1200-300353 Plant 2	Exhaust	Plastic bag printer and sealing machine	WC500A
IP6003	P14000 Bag Printer	1	AUTOLABEL	95-09-1420E	P14000	105	USA			1200-701945 Plant 2	Exhaust	Plastic bag printer machine	WC700A
IP6004	Automatic Bag Printer & Sealer	1		84-2-XL-24B	HS-100		USA			1200-500672 Plant 2	Exhaust	Plastic bag printer and sealing machine	WC200A
IP6001	Label Printer	1	Datamax	10777331	DMX14206	26	USA			1200-101905 Plant 2	Exhaust/Gasket	Label printing machine	WC700B
IP6002	Label Printer	1	Datamax	04777028	DMX14206	N/A	USA			1200-101905 Plant 2	Exhaust/Gasket	Label printing machine	WC700B
ME001	Stamping Machine	1	N/A				USA			1200-400514 Plant 2	Exhaust	GRO236 dimple stamping machine	WC40H
RC092	Strip Cutter	1	N/A				USA			1200-400514 Plant 2	Exhaust	Wire strip cutting machine for high temp gaskets	WC10H
RM020	Metal Rolling Machine	1	N/A				USA			1200-400514 Plant 2	Exhaust	Metal high temp gasket rolling machine	WC10B
RM021	Metal Rolling Machine	1	N/A	319 H-4337-D	E1100 Automatik	275	USA	3800		1200-701546 Plant 2	Exhaust	Plastic bag sealing machine	WC20A
SB005	Bag sealer	1	N/A				USA			1200-400514 Plant 2	Exhaust	Metal high temp gasket sandwich machine	WC10K
SA014	Standwich Machine	1	Brown Bopps		22					1200-9004546 Plant 3	Exhaust	Metal high temp gasket sandwich machine	COS01
COS01	Band Saw	1	N/A				France			1200-9004546 Plant 3	Exhaust	Rubber injection machine (Bell type)	WC60A
M46-7	Rubber Injection	1	Repreue du rufphaine	507	21		France			1200-9004546 Plant 3	Exhaust	Rubber injection machine	WC60C
MSZ28	Automatik Metal Outer	1	N/A				France			1200-9004546 Plant 3	Exhaust	Spit flange cutting machine (dep. type)	WC60A
P04	Rubber Injection	1	Rep	123	555		France			1200-400514 Plant 3	Exhaust	Spit flange cutting machine (dep. type)	WC60A
P05	Rubber Injection	1	Rep	6524033	543 500 CC		France			1200-400514 Plant 3	Exhaust	Rubber injection machine	WC60A
P06	Rubber Injection	1	Rep	431433	553 200CC/15		France			1200-400514 Plant 3	Exhaust	Rubber injection machine	WC60A
P12	Rubber Injection	1	Rep	53K1314	543 500 CC		France			1200-400514 Plant 3	Gasket	Rubber and Silicon Injection machine	WC60A
P13	Rubber Injection	1	Rep	1646	553 200CC/15		France			1200-400514 Plant 3	Gasket	Rubber and Silicon Injection machine	WC60A
P18	Rubber Injection	1	Rep	43K7131	543 500 CC		France			1200-400514 Plant 3	Exhaust	Rubber injection machine	WC60A
P38	Rubber Injection	1	Rep	65E10906			USA	1000		1200-300236 Plant 3	Gasket	Spit Flange welding machine (leased)	WC50A
P4001	Welding Machine	1	Canox	KF447613		242	USA	1000		1200-400994 Plant 3	Exhaust	Spit Flange welding machine	WC50A
PW178	Welding Machine	1	Unsol	D1011010796		242	USA	1000		1200-400994 Plant 3	Exhaust	Spit Flange welding machine	WC50A
RVM001	Metal cement Mixer	1	N/A				USA			1200-400994 Plant 3	Exhaust	Spit flange cleaning mixer	WC60B

MACHINE CLASSIFICATION	QUANTITY
EXHAUST	44
GASKET	33
EXHAUST/GASKET	2
NOT USED IN PROD. AREA	5
GRAND TOTAL UNITS :	84

APPENDIX "4" – "FEE WAREHOUSES SCHEDULE"



1255 LaQuinta Dr. Suite 120, Orlando, Florida • 32809
Ph: 407-365-8380 • Fax: 407-365-9852

CANADIAN

1 - Gasket & PSH

Auto Parts Warehouse
7634 Kimbel st. units #1-9
Mississauga ON L5S 1M6
E: n/a
P: 905.677.0996
F: 905.677.4226

2 - Only Gasket

Carpak Corp.
3220 Lake City Way
Burnaby BC V5A 3A4
E: betty.carpak@telus.net
P: 604.420.6651
F: 604.420.3424

Carpak Dist.
16503 116th Ave.
Edmonton AB T5X 4B2
E: carpaked@telusplanet.net
P: 403.414.6600
F: 403.414.6609

ACME Sales & Warehouse
315 Baig blvd.
Moncton NB E1E 1E1
E: n/a
P: 508.857.8511
F: 508.857.8259

Lou Boudrias Ltée
8852 Champ D'Eau
St. Léonard (QC) H1P 2Y8
E: n/a
P: 514.955.9386
F: 514.955.6466

AMERICAN

1 - To be confirmed shortly

Engine Parts Whse
5060 Bakers Ferry Rd. S.W.
Atlanta GA 30336
E: shirley@enginepartsatlanta.com
T: 800.558.8978
F: 404.472.0107

National Auto Parts Whse
11150 N.W. 32nd Ave.
Miami FL 33167
E: natperf@msn.com
T: 305.625.7786
F: 305.625.9367

CMA
2320 E. 49th St.
Vernon CA 90058
E: n/a
T: 800.927.1117
F: 323.587.5845

Automotive Jobbers Supply
S 125 Walnut, Po box 2200
Spokane WA 99210
E: n/a
T: 509.624.2291
F: 509.624.5686

Rol Warehouse
8930 Governor's Row
Dallas TX 75247
E: simond@rolmfg.com
T: 214.637.6355
F: 214.637.5513

APPENDIX "5" – DRAFT FORM OF IP LICENCE

**LICENSE AGREEMENT RESPECTING USE OF CERTAIN
INTELLECTUAL PROPERTY, WEBSITE AND OTHER
FACILITIES**

Made as of ●

Between

[TO BE DETERMINED – COMPANIES OR EXHAUST DIVISION PURCHASER]

and

MANUFACTURAS DIVERSAS, S.A., (MADISA)

DRAFT

LICENSE AGREEMENT RESPECTING USE OF CERTAIN INTELLECTUAL PROPERTY, WEBSITE AND OTHER FACILITIES

This Agreement is made as of ●, between

[NOTE: TO BE DETERMINED – COMPANIES OR EXHAUST DIVISION PURCHASER]

(hereinafter referred to as “ExhaustCo”)

and

MANUFACTURAS DIVERSAS, S.A. de C.V., (MADISA)
(hereinafter referred to as “GasketCo”)

RECITALS

[NOTE: TO MODIFY IF COMPANIES, RATHER THAN EXHAUSTCO, SIGN THIS]

- A. **WHEREAS** ExhaustCo has concluded or will conclude an asset purchase agreement (“Exhaust Purchase Agreement”) with one or more of the following: ROL Manufacturing (Canada) Ltd., ROL Manufacturing of America, Inc., Marwil, Inc., ROL Manufacturas de Mexico, S.A. de C.V. and ROL Mexicana, S.A. de C.V. (each a “Vendor” and collectively, “Vendors”) whereby ExhaustCo purchased certain intellectual property, including certain intellectual and other property (the “Common Assets”), such as the Vendor’s website, domain name and email addresses, previously used by the Vendors for both their exhaust parts division (the “Exhaust Business”) and their engine gaskets parts division (the “Gasket Business”);
- B. **WHEREAS** GasketCo has concluded an asset purchase agreement (“Gasket Purchase Agreement”) with one or more of the Vendors whereby the Vendors sold to the GasketCo certain intellectual property used exclusively for the Gasket Business and whereby the Vendors undertook to ensure that the GasketCo is granted access and use, for a limited period of time and without charge, to the Common Assets, inasmuch as GasketCo has agreed to allow ExhaustCo to acquire ownership thereof despite their use, in part, in respect of the Gasket Business prior to the conclusion of the Gasket Purchase Agreement;
- C. **WHEREAS** the Exhaust Purchase Agreement was concluded under the condition that ExhaustCo provide to GasketCo access and use, for a limited period of time and without charge, to the Common Assets, inasmuch as GasketCo has agreed to allow ExhaustCo to acquire ownership thereof despite their use, in part, in respect of the Gasket Business prior to the conclusion of the Gasket Purchase Agreement;
- D. **WHEREAS** the parties have acknowledged that the use of and access to the Common Assets, in a manner and to the extent consistent with the use thereof by the Vendors in respect of their engine gasket division immediately prior to the date of the Gasket Purchase Agreement, is important to GasketCo in order to ensure the viability of the Gasket Business, and the parties further acknowledge that all consideration required in respect of providing such access and use was tendered and received by the appropriate parties further to the Exhaust Purchase Agreement and the Gasket Purchase Agreement;

E. **WHEREAS** the parties wish to enter into this Agreement in order to set forth their respective rights and obligations with respect to the Common Assets, throughout the term of this Agreement;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1 – NATURE OF PERMITTED USE OF THE COMMON ASSETS

1.1 The Common Assets shall be made available by the ExhaustCo to the GasketCo, for its use and access, as follows, the whole in order to continue the manner and extent of such use and access in relation to the Gasket Business as it existed immediately prior to the Gasket Purchase Agreement for the term of this Agreement and any renewals hereof:

- (1) ExhaustCo shall maintain any third-party commercial listings used for both the Exhaust Business and the Gasket Business;
- (2) GasketCo shall be permitted to use the “ROL” brand name as it relates to the Gasket Business, including, without limitation, for promoting the Gasket Business and for packaging inventory produced by the GasketCo, and notwithstanding the expiry of the initial one-year term hereof GasketCo shall be permitted to continue to ship then-existing inventory, packaged prior to the expiry of such initial one-year term, for an additional period of twelve (12) months beginning from the expiry of the initial one-year term;
- (3) GasketCo shall be permitted to make and retain a copy of:
 - (i) all third-party vendor, supplier and customer lists, and
 - (ii) all technical data, blueprints, drawings, manuals, manufacturing process descriptions, electronic drawings, files, electronic databases relative to technical information, and electronic cataloguesused, in part, in relation to the Gasket Business and whose ownership was transferred to ExhaustCo under the Exhaust Purchase Agreement;
- (4) ExhaustCo shall maintain the Vendors’ internet domain name and website www.rolmfg.com, and GasketCo shall be permitted to have access and post content to the hyperlinks and corresponding website pages that reasonably relate to the Gasket Business as they appeared on the date of the Gasket Purchase Agreement;
- (5) ExhaustCo shall maintain the e-mail addresses using the said domain name (ie., such as xyz@rolmfg.com) and GasketCo shall be permitted to use up to [50] such addresses provided that the word “gasket” appears immediately before the “@” symbol in such addresses; and

- (6) ExhaustCo shall maintain the ROL Canada phone numbers and fax numbers, and shall provide a call-forwarding function for the use of GasketCo's contacts so that calls and correspondence from the latter are transferred to GasketCo in a manner that appears to the contact as though the calls and correspondence were being placed directly to GasketCo.

SECTION 2 – EXHAUSTCO'S OWNERSHIP OF THE COMMON ASSETS

2.1 Notwithstanding the rights conferred to GasketCo in this agreement, GasketCo acknowledges that the intellectual property forming the Common Assets shall remain the sole and exclusive property of ExhaustCo. GasketCo agrees that it will do nothing inconsistent with ExhaustCo's ownership of the property.

SECTION 3 – TERM AND RENEWALS

3.1 There shall be an initial twelve month term of this Agreement, beginning on the date of the Gasket Purchase Agreement.

3.2 The term shall be automatically renewable, for one (1) year periods, indefinitely, unless a party hereto wishing to not renew provides written notice to the other party of between ninety (90) and sixty (60) days prior to the expiry of the then-current term.

SECTION 4 – EXHAUSTCO TO RETAIN OFFICE SPACE [NOTE: THIS MAY BE REQUIRED BY EXHAUSTCO AND/OR DUE TO TIMING OF ASSETS SALES]

4.1 GasketCo shall facilitate the seamless transition, to the ExhaustCo, of the customer service centre used by the Vendors and located in the Orlando, Florida facility immediately prior to the Gasket Purchase Agreement, without undue expense to GasketCo, by means of such measures as redirecting correspondence destined for ExhaustCo's new customer service centre (such as via redirecting telephone and facsimile lines) and other facilitatory provisions.

SECTION 5 – GENERAL CLAUSES

5.1 **Notices:** Any demand, notice or other communication to be given in connection with this agreement shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the recipient as follows:

TO: **[TBD – COMPANIES OR EXHAUST PURCHASER]**

TO: Manufacturas Diversas, S.A. de C.V., (MADISA)
Blvd Aeropuerto 1255
Predio Rancho Alegre
León Gto, México
Attention: José Luis Diaz del Castillo Lie
jdiaz@dcp.com.mx

5.2 Assignment: This agreement may not be assigned without consent, other than to an affiliate of one of the parties. For all other contemplated assignments, the other party's consent shall be required but shall not be unreasonably withheld.

5.3 Governing Law: This agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

5.4 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral. **[NOTE TO DRAFT – IF COMPANIES SIGN THIS INSTEAD OF EXHAUSTCO, NEED TO MAKE REFERENCE TO THE TSA AND DEFINITIVE AGREEMENTS]**

5.5 Execution and Counterparts: This agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

The parties have executed this Agreement.

[TBD: COMPANIES OR EXH. PURCHASER]

By: _____

Name: ●

Title: ●

**MANUFACTURAS DIVERSAS, S.A. de C.V.
(MADISA)**

By: _____

Name: ●

Title: ●