

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comair Rotron Inc.		10/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Motion Holdings LLC		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	0671482	MUFFIN	
Registration Number:	0751288	WHISPER	
Registration Number:	0785914	CARAVEL	
Registration Number:	0829773	TARZAN	
Registration Number:	0892900	BISCUIT	
Registration Number:	0921485	MAJOR	
Registration Number:	1046764	PATRIOT	
Registration Number:	1373630	SPRINT	
Registration Number:	1652304	SPINNAKER	
Registration Number:	1654833	FLIGHT	
Registration Number:	1660709	THERMA PRO-V	
Registration Number:	1753188	WHIFFET	
Registration Number:	1756673	SPRITE	
Registration Number:	1756675	MODULAIR	
Registration Number:	1758195	GALAXY	
Registration Number:	1774167	COMAIR ROTRON	
Registration Number:	1953895	VIKING	
Registration Number:	2091642	FALCON	
Registration Number:	2247903	MALTESE FALCON	

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Property Type	Number	Word Mark
Registration Number:	2371549	ENVIROSHIELD
Registration Number:	2973847	GRYPHON
Registration Number:	3090208	DIPLOMAT
Registration Number:	3104594	AMBASSADOR
Registration Number:	3266641	AIR BOX

CORRESPONDENCE DATA

Fax Number: 2125099559
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-509-5050
Email: tm-group@wg-law.com
Correspondent Name: Thilo C. Agthe
Address Line 1: 100 Wall Street, 10th Floor
Address Line 2: Wuersch & Gering LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	5045-384
NAME OF SUBMITTER:	Thilo C. Agthe
SIGNATURE:	/Thilo C. Agthe/
DATE SIGNED:	02/10/2015

Total Attachments: 44
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Asset Purchase Agreement

This Asset Purchase Agreement, dated as of the 14th day of October, 2008 (this "Agreement"), is made by and between Joel B. Weinberg, as Receiver for Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp. ("Seller"), and Motion Holdings, LLC, a Delaware limited liability company ("Purchaser").

Recitals

- A. Seller is, pursuant to that Stipulated Order Appointing a Receiver of the United States District Court for the Southern District of California (the "District Court"), entered in that matter entitled *LaSalle Bank National Association v. Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp.*, bearing Case No. 08-cv-1387-DMS (POR) (the "Receiver Order"), the duly appointed and acting receiver over various property of Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp. (collectively "Comair Rotron"). A copy of the Receiver Order is attached hereto as Exhibit A.
- B. Subject to an order of the District Court approving the transaction described in this Agreement by Seller, Seller wishes to sell to Purchaser, and Purchaser wishes to acquire from Seller, all of Comair Rotron's right, title and interest in and to the assets of Comair Rotron listed on Schedule A hereto (collectively, the "Assets").

Agreement

Now, therefore, in consideration of the foregoing recitals, which are hereby incorporated by reference, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Sale and Transfer.

1.1 The Assets.

1.1.1 Subject to the terms and conditions of this Agreement, at the Initial Closing (as defined below) Seller shall sell, assign, transfer and set over to Purchaser, and Purchaser shall acquire from Seller, Comair Rotron's full and entire right, title and interest in and to the Assets, wherever located, free and clear of all liens and encumbrances (including liens and encumbrances of LaSalle Bank National Association), other than the shares (the "Comair Shanghai Shares") of Shanghai Comair Cooling Fan, Co. ("Comair Shanghai") which are to be conveyed at the Final Closing (defined below) as provided in Section 1.1.2.

1.1.2 Subject to the terms and conditions of this Agreement, at the Final Closing, Seller shall sell, assign, transfer and set over to Purchaser, and Purchaser shall acquire from Seller, Comair Rotron's full and entire right, title and interest in the Comair Shanghai Shares, free and clear of all liens and encumbrances (including liens and encumbrances of LaSalle Bank National Association).

1.1.3 Subject to the terms and conditions of this Agreement, the total purchase price for the Assets shall be U.S. [REDACTED] (the "Sale Price"), to be paid by Purchaser as provided in Section 2.

1.2 Condition of Assets. Except as expressly provided herein, Purchaser agrees that its acquisition of the Assets from Seller is on an "as is" and "where is" basis without any representation or warranty whatsoever, whether expressed or implied, and, in the absence of fraud or except as otherwise expressly provided herein, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no warranty or representation regarding the Assets, or the fitness, desirability or merchantability thereof or suitability therefor for any particular purpose, any projection, result or outcome of any business operation by Purchaser using the Assets or any profit, loss, expense or income that might result from Purchaser's use or acquisition of the Assets.

1.3 Liabilities.

1.3.1 Purchaser shall not and does not expressly or impliedly assume any liabilities, commitments or obligations of Comair Rotron. All liabilities, commitments and obligations of Comair Rotron shall remain the sole responsibility of Comair Rotron.

1.3.2 Purchaser shall not be obligated to hire any employees of Comair Rotron and, without limiting the generality of Section 1.3.1, does not expressly or impliedly assume any liabilities, commitments or obligations with respect to any employees of Comair Rotron or any employee benefit plans, programs or arrangements (including, but not limited to, wages, vacation entitlements, compensation arrangements, welfare plans and pension plans) of any kind sponsored, maintained or contributed to at any time by Comair Rotron. The foregoing notwithstanding, nothing in this Agreement shall prohibit Purchaser from soliciting or hiring any employee of Comair Rotron on such terms as it determines in its sole discretion.

1.3.3 Immediately following the Final Closing, subject to clause (iii) below, (i) Purchaser shall use its reasonable best efforts cause Comair Shanghai to release Comair Rotron from any claims of any nature against Comair Rotron as promptly as practicable, (ii) Seller shall cause Comair Rotron to release Comair Shanghai from any claims of any nature (including, without limitation, any claims relating to any intercompany payables) Comair Rotron may have against Comair Shanghai, (iii) Purchaser shall use its reasonable best efforts to cause Comair Shanghai to transfer and assign, without representation, warranty or recourse, to Comair Rotron, all accounts receivable owing to Comair Shanghai by Comair Rotron Europe, Ltd. and Comair Rotron de Mexico, S. de R.L. de C.V. as promptly as practicable, and (iv) Seller shall cause Comair Rotron to assume all accounts payable owing by Comair Shanghai to Comair Europe and Comair Rotron de Mexico, S. de R.L. de C.V.

1.4 Date of the Initial Closing. The closing of the transactions contemplated by this Agreement (other than the sale of the Comair Shanghai Shares) (the "Initial Closing") shall take place two (2) business days after the later of (i) entry of an Order of the District Court approving this Agreement and authorizing the transaction contemplated hereby and (ii) the satisfaction or

waiver of all conditions to the Initial Closing, at the offices of Jeffer Mangels Butler & Marmaro LLP, 1900 Avenue of Stars, Los Angeles, California 90067 or on such other date or at such other time and place as the parties may mutually agree (such date being referred to herein as the "Initial Closing Date").

1.5 Date of the Final Closing. The closing of the sale and transfer of the Comair Shanghai Shares (the "Final Closing") shall take place two (2) business days after the satisfaction or waiver of all conditions to the Final Closing, at the offices of Jeffer Mangels Butler & Marmaro LLP, 1900 Avenue of Stars, Los Angeles, California 90067 or on such other date or at such other time and place as the parties may mutually agree (such date being referred to herein as the "Final Closing Date").

Section 2. Deliveries.

2.1 Initial Closing Deliveries.

2.1.1 Initial Closing Deliveries of Seller. At the Initial Closing, Seller shall:

- (a) deliver to Purchaser one or more fully executed Intellectual Property Assignments in the form attached hereto as Exhibit B, transferring from Seller to Purchaser all of Comair Rotron's right, title and interest in and to the intellectual property of Comair Rotron;
- (b) deliver to Purchaser the certificate contemplated by Section 6.2; and
- (c) deliver to Purchaser a fully executed Release of Lien in the form attached hereto as Exhibit C, releasing all liens and encumbrances of LaSalle Bank National Association with respect to the Assets.

2.1.2 Initial Closing Deliveries of Purchaser. At the Initial Closing, Purchaser shall (i) deliver to Seller the amount of the Sale Price (less the amount of the Deposit and the Final Closing Holdback (as defined below)) by wire transfer of immediately available funds to such U.S. dollar account of Seller as Seller shall designate in writing to Purchaser (such designation to be made no later than two (2) business days prior to Initial Closing) (ii) deliver an executed counterpart of the Escrow Agreement, substantially in the form attached as Exhibit D (the "Escrow Agreement") to be entered into among Purchaser and Wells Fargo Bank N.A. (the "Escrow Agent") and (iii) deposit the sum of U.S.\$ [REDACTED] (the "Final Closing Holdback") into an escrow account with the Escrow Agent established under the Escrow Agreement.

2.2 Final Closing Deliveries.

2.2.1 Final Closing Deliveries of Seller. At the Final Closing, Seller shall deliver, or cause to be delivered, to Purchaser certificates for the Comair Shanghai Shares duly endorsed in blank or accompanied by executed stock powers endorsed in blank (or the applicable local equivalent) and take such other actions required to vest all right, title

and interest to the Comair Shanghai Shares in Purchaser or its designees (including registering the transfer in the corporate books and records of the applicable companies and causing any board or other meetings necessary to authorize or approve the transfer), provided that Purchaser shall pay all related share transfer taxes and similar costs with respect thereto.

2.2.2 Final Closing Deliveries of Purchaser. At the Final Closing, Purchaser shall instruct the Escrow Agent to release to Seller the Final Closing Holdback by wire transfer of immediately available funds to such U.S. dollar account of Seller as Seller shall designate to the Escrow Agent (such designation to be made no later than two (2) business days prior to the Final Closing).

Section 3. Deposit; Final Closing Holdback.

3.1 Deposit.

[REDACTED]

3.2 Final Closing Holdback. In the event that the Initial Closing occurs, but the conditions in to the Final Closing are not satisfied or waived within 150 days of the Initial Closing, Purchaser shall be entitled to instruct the Escrow Agent to release to Purchaser the Final Closing Holdback by wire transfer of immediately available funds to such U.S. dollar account of Purchase as Purchaser shall designate to the Escrow Agent, and all other obligations of Seller and Purchaser hereunder shall terminate unless Purchaser shall otherwise have materially breached this Agreement through no fault of Seller. The Escrow Agent's compliance with Purchaser's instructions as set forth in this subsection shall remain subject to the terms and provisions of the Escrow Agreement.

Section 4. Representations and Warranties. Seller represents and warrants to Purchaser that:

4.1 the statements contained in Recitals A and B are true and correct;

4.2 Schedule A contains, to the best of the Seller's knowledge after reasonable inquiry, a complete and correct list (in all material respects) of all Assets to be acquired by Purchaser, including, without limitation, the Comair Shanghai Shares and all intellectual

property of Comair Rotron;

4.3 subject to the approval of the District Court, Seller has full power and authority to convey to Purchaser all right, title and interest of Seller and Comair Rotron in and to the Assets;

4.4 upon consummation of the transactions contemplated hereby, Purchaser shall acquire the title to the Assets of Comair Rotron, free of all liens and encumbrances; and

4.5 to the best of Seller's knowledge and except for (i) the approval of the District Court and entry of an Order of the District Court approving this Agreement and the transaction contemplated thereby and (ii) the approvals set forth in Section 7.1, or similar approvals, no consent, approval or authorization of, or declaration, filing, or registration with, any governmental entity (including any court) will be required to be made or obtained in connection with the execution, delivery, and performance of this Agreement.

Section 5. Covenants.

5.1 Seller shall use commercially reasonable best efforts to satisfy all of the conditions to the consummation of the transactions contemplated hereby, including delivery of the agreements, instruments and certificates to be delivered by or on behalf of Seller pursuant to this Agreement.

5.2 From the date hereof until the Final Closing Date, Seller shall cause Comair Shanghai to conduct its business in the ordinary course consistent with past practice and to use reasonable best efforts to preserve intact its business organizations and relationships with third parties. Without limiting the foregoing, from the date hereof until the Final Closing Date, Seller shall not and will not permit Comair Shanghai to:

5.2.1 merge or consolidate with any other person or acquire a material amount of assets from any other person;

5.2.2 sell, lease, license, pledge, encumber, liquidate or otherwise dispose of any of its assets (other than sales of inventory in the ordinary course of business);

5.2.3 (i) declare or pay any dividends on or make any other distributions in respect of any of its capital stock, (ii) adopt a plan or complete or partial liquidation or a resolution providing for or authorizing such liquidation, (iii) split, combine or reclassify any of its capital stock or (iv) repurchase, redeem or otherwise acquire any shares of capital stock, or any other securities or any rights, warrants or options to acquire any such shares or other securities;

5.2.4 incur, repay or prepay any indebtedness (including, without limitation, any intercompany indebtedness) or other liability or guarantee any indebtedness or other liabilities of any other person, enter into any "keep-well" or other agreement to maintain any financial statement condition of any other person or enter into any arrangement having the economic effect of any of the foregoing;

5.2.5 grant any increase in the wages, salaries or benefits payable to any director, officer or employee or enter into any employment, severance or other arrangement with any such person;

5.2.6 (i) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute or accrued, asserted or unasserted, contingent or otherwise), or propose to pay, discharge, settle or satisfy such claims, liabilities or obligations, (ii) institute, settle or agree to settle any litigation or (iii) make or resend any tax election, change its fiscal year or any tax or accounting policies or methods; or

5.2.7 enter into any material contract with any person with respect to Comair Shanghai or any of the assets,

provided that (i) nothing in this Section 5.2 shall require the Seller to take any action outside of the authority granted in the Stipulated Order of the District Court, (ii) nothing in this Section 5.2 shall require the Seller to make any disbursements or pay any other cash to Comair Shanghai or any other party in order to comply with the obligations in this Section 5.2, and (iii) Seller shall have no responsibility for action taken or not taken by the managers of Comair Shanghai contrary to the directions of Seller or without his knowledge and consent nor the results of such actions or non-actions.

5.3 From the date hereof until the Final Closing Date:

5.3.1 Purchaser shall have the right to designate one or more individuals ("Purchaser Representatives") to serve as observers and advisors to the business of Comair Shanghai;

5.3.2 Seller undertakes that it shall provide (and cause Comair Rotron's subsidiaries, as applicable, to provide) all information reasonably requested by the Purchaser Representatives concerning the business of Comair Shanghai and its assets; and

5.3.3 Seller undertakes to consult (and to cause Comair Shanghai) on a regular basis with the Purchaser Representatives concerning the management and control of Comair Shanghai's businesses and operations and undertakes to consult (and to cause Comair Shanghai) with the Purchaser Representatives prior to taking any material action with respect its business and operations. The Seller undertakes that it shall not take (or allow Comair Shanghai to take) any action to which a Purchaser Representative reasonably objects.

5.4 From the date hereof until the Final Closing Date (with respect to the Comair Shanghai Shares) and until the Initial Closing date (with respect to the other Assets), Seller shall not, and will not permit Comair Rotron to:

5.4.1 sell, lease, license, pledge, encumber, liquidate or otherwise dispose of any of the Assets (provided that the foregoing shall not prohibit the sale and transfer to Purchaser of the Assets on the Initial Closing Date); or

5.4.2 enter into any material contract with any person with respect to the Assets.

5.5 If further funds are necessary or desirable to preserve or maintain the Assets, the Purchaser shall have the right, but not the obligation, to advance such funds in such amounts and on such terms as it determines in its sole discretion, without such advances being a credit against the Sale Price.

5.6 After the date hereof, as long as Purchaser is not in default under this Agreement, Seller shall not directly or indirectly through any representative or otherwise entertain, solicit or negotiate any competing offer to purchase any of the Assets or to sell or enter into any agreement regarding the sale of the Assets and shall promptly advise Purchaser if any other person approaches Seller seeking to purchase or otherwise acquire any or all of the Assets.

5.7 To the extent Seller has actual possession of the same, Seller shall promptly forward to Purchaser a copy (unless already served on Purchaser's counsel) of any notice, application, motion, objection, response, proposed order or other documents or pleadings relating in any way to this Agreement, or the transactions contemplated hereby or thereby.

5.8 To the extent Seller is paid or otherwise receives cash or cash equivalents of Comair Shanghai after the date of this Agreement, Seller shall promptly notify Purchaser of the receipt of such cash or cash equivalents and shall promptly transfer such funds to Comair Shanghai; *provided* no such transfer shall be required prior to the Final Closing Date.

5.9 Purchaser and Seller shall reasonably cooperate with one another in taking such actions and making such filings with and furnishing such information to any governmental authorities necessary to consummate the transactions contemplated hereby (including, but not limited to, the filings and consents specified in Section 7.2).

5.10 After the Initial Closing, Seller will hold, and will use his commercially reasonable efforts to cause his employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by applicable law, all confidential documents and information concerning the Assets, except to the extent that such information can be shown to have been (i) previously known on a non-confidential basis by Seller or his aforementioned affiliates, (ii) in the public domain through no fault of Seller or his aforementioned affiliates, or (iii) later lawfully acquired by Seller or his aforementioned affiliates from sources other than those related to Seller's prior control of the Assets. The obligation of Seller and his aforementioned affiliates to hold any such information in confidence shall be satisfied if they exercise the same care with respect to such information as they would take to preserve the confidentiality of their own similar information.

[REDACTED]

[REDACTED]

Section 6. Conditions to the Initial Closing. The obligations of Purchaser under this Agreement (other than in relation to the sale of the Comair Shanghai Shares) are subject to the

fulfillment, prior to or at the Initial Closing, of each of the following conditions:

6.1 Entry of District Court Order. The entry of an Order by the District Court approving this Agreement, and the transaction contemplated hereby (which Order shall be in form and substance reasonably satisfactory to Purchaser).

6.2 Representations, Warranties and Covenants. The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on the date hereof and at and as of the Initial Closing with the same effect as though such representations and warranties had been made again at and as of such date, Seller shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by him prior to the Initial Closing, and Purchaser shall have received a certificate to such effect executed Seller.

6.3 No Adverse Proceedings or Events. No suit, action or other proceeding against Seller or Purchaser, or their respective officers or directors, shall be threatened or pending before any court or governmental agency in which it will be, or it is, sought to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain damages or other relief in connection with this Agreement or the transactions contemplated hereby.

6.4 Seller Initial Closing Deliveries. Purchaser shall have received the items to be delivered by Seller pursuant to Section 2.1.

Section 7. Conditions to the Final Closing. The obligations of Purchaser under this Agreement with respect to the sale of the Comair Shanghai Shares are subject to the fulfillment, prior to or at the Final Closing, of each of the following conditions:

7.1 No Adverse Proceedings or Events. No suit, action or other proceeding against Seller or Purchaser, or their respective officers or directors, shall be threatened or pending before any court or governmental agency in which it will be, or it is, sought to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain damages or other relief in connection with this Agreement or the transactions contemplated hereby.

7.2 Governmental Approvals.

7.2.1

7.2.2

7.2.3

7.3 Covenants. Seller shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Final

Closing, and Purchaser shall have received a certificate to such effect executed by a duly authorized officer of Seller.

7.4 Seller Final Closing Deliverables. Purchaser shall have received the items to be delivered by Seller pursuant to Section 2.2.

Section 8. Termination.

8.1 Events of Termination - Termination Prior to the Initial Closing.

This Agreement may be terminated at any time prior to the Initial Closing:

- (a) by mutual written agreement of Seller and Purchaser;
- (b) by either Seller or Purchaser if the Initial Closing shall not have occurred on or before the later of October 15, 2008 or two (2) business days following the District Court's approval of the transaction described in the Letter of Intent between the Seller and Purchaser dated as of September 25, 2008 and memorialized in this Agreement (unless the reason the Initial Closing has not occurred is a result of a breach by the party proposing to terminate this Agreement);
- (c) by either Seller or Purchaser in the event of a material breach of any representation or warranty or failure to perform in any material respect any covenant contained in this Agreement by the other party hereto, provided that the breaching party has not cured such breach within five (5) business days of written notice thereof;
- (d) by either Seller or Purchaser if an Order of the District Court approving this Agreement and authorizing the transactions contemplated hereby has not been entered on or before October 10, 2008; or
- (e) by either Seller or Purchaser if the satisfaction of any condition to its obligations to consummate the Initial Closing becomes legally impossible (other than as a result of the terminating party's breach of this Agreement).

8.2 Events of Termination - Termination Prior to the Final Closing

The obligations of Seller and Purchaser to consummate the transactions contemplated by the Final Closing may be terminated as follows:

- (a) at any time prior to the Final Closing by mutual written agreement of Seller and Purchaser;
- (b) by either Seller or Purchaser if the conditions set forth in Section 7 have not been satisfied or waived within 150 days of the Initial Closing Date (unless the reason the Final Closing has not occurred is a result of a breach by the party proposing to terminate this Agreement);

- (c) between the Initial Closing Date and the Final Closing Date by either Seller or Purchaser in the event of a material breach of any representation or warranty or failure to perform in any material respect any covenant contained in this Agreement by the other party hereto, provided that the breaching party has not cured such breach within five (5) business days of written notice thereof; or
- (d) between the Initial Closing Date and the Final Closing Date by either Seller or Purchaser if the satisfaction of any condition to its obligations to consummate the Final Closing becomes legally impossible (other than as a result of the terminating party's breach of this Agreement).

8.3 If this Agreement is terminated pursuant to Section 8.1, this Agreement shall become null and void and have no further effect and no party shall have any liability or obligation to any other party, except that the provision of this Section 8.3 and Section 3.1 and Section 10 through 19, inclusive, shall survive any such termination and except that nothing in this Agreement shall relieve any party from liability for any intentional breach of any representation, warranty, covenant, promise or agreement contained herein occurring prior to such termination (it being understood that the Purchasers liability for any such breach shall be limited to the loss of the Deposit as provided in Section 3.1). Any party terminating this Agreement pursuant to Section 8.1 shall deliver written notice thereof to the non-terminating party specifying the provision pursuant to which the Agreement is being terminated.

8.4 If the obligation to consummate the Final Closing is terminated pursuant to Section 8.2, the obligations of Seller and Purchaser to consummate the transactions contemplated by the Final Closing shall be terminated without liability of any party to any other party, except that nothing in this Agreement shall relieve any party from liability for any intentional breach of any representation, warranty, covenant, promise or agreement contained herein occurring prior to such termination. The provisions of Section 3.2 shall apply with respect to the return of the Final Closing Holdback Amount. Any party terminating the Final Closing pursuant to Section 8.2 shall deliver written notice thereof to the non-terminating party specifying the provision pursuant to which the Final Closing is being terminated.

Section 9. Transfer Taxes. Seller and Purchaser will use reasonable efforts and reasonably cooperate in good faith to exempt the sale, conveyance, assignments, transfers and deliveries to be made to Purchaser hereunder from any sales, use, transfer, documentary, registration, recording and other similar taxes (collectively, the "Transfer Taxes") payable in connection with such sale, conveyance, assignments, transfers and deliveries. In the event that any Transfer Taxes are assessed or are required to be paid to secure the admissibility for any legal purpose of an instrument with respect to such sale, conveyance, assignments, transfers and deliveries; such Transfer Taxes shall be paid by Purchaser.

Section 10. Assignability; Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the parties and their successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto; except that Purchaser may (i) designate any affiliate of Purchaser to acquire any or all of the Assets as Purchaser may determine (provided

that any such designation shall not relieve Purchaser of its obligations hereunder) and (ii) make a collateral assignment of its rights hereunder to any lender to or other financing source of Purchaser or any affiliate.

Section 11. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws principles that would cause the laws of any other jurisdiction to apply. Each of Seller and Purchaser irrevocably (a) agrees that any suit or other legal proceeding arising out of or relating to this Agreement may be brought only in the United States District Court located in San Diego County, California, (b) consents, for himself or itself and in respect of his or its property, to the jurisdiction of such court in any such suit or proceeding, and (c) waives any objection which he or it may have to the laying of venue of any such suit or proceeding in any of such courts and any claim that any such suit or proceeding has been brought in an inconvenient forum. The non-prevailing party in any such suit or proceeding shall pay the attorneys' fees and costs of the suit or proceeding of the prevailing party.

Section 12. Time of the Essence. Time is of the essence of this Agreement.

Section 13. Severability. If it shall be determined by a court that any provision or wording of this Agreement shall be invalid or unenforceable under California law, or any other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In such case, this Agreement shall be construed to the extent permitted by applicable law so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law.

Section 14. Counterparts. This Agreement may be executed in counterparts, and by electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 15. Headings. The headings of the sections of this Agreement are for convenience of reference only and are not to be considered in construing the terms and provisions of this Agreement.

Section 16. Entire Agreement. This Agreement, together with the Exhibits referred to herein and thereby made a part of this Agreement, constitutes the entire understanding of the Parties relating to the subject matter hereof, and no modification of this Agreement shall be effective unless in writing and signed by the parties.

Section 17. Waiver. Purchaser has the right, at its sole discretion, to waive any conditions to the Initial Closing or the Final Closing set forth in this Agreement. Any such waiver shall be effective only if evidenced by a writing that is signed by Purchaser.

Section 18. No Independent Liability. Seller is entering into this Agreement solely in its capacity as the Receiver of Comair Rotron and shall not incur any personal liability under this Agreement or the transaction contemplated thereby. Each representation, warranty, covenant, promise and agreement of Seller contained herein is limited by the Receiver Order and applicable law.

Section 19. Further Assurances. Purchaser and Seller agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to expeditiously consummate, implement or perfect the transactions contemplated by this Agreement.

Section 20. Representation by Independent Legal Counsel. Each of Seller and Purchaser acknowledges that he or it has executed this Agreement after having had the opportunity to consult with independent legal counsel. Each of Seller and Purchaser further acknowledges that he or it has had an adequate opportunity to make whatever inquiry he or it may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein. Neither party has relied upon any representations or statements made by any other party hereto which is not specifically set forth in this Agreement.

[End of text. Signature page follows.]

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Seller:


Joel B. Weinberg, as Receiver for Comair Rotron,
Inc., ThermoFlo, Inc. and Comair Parent Corp.

Purchaser:

Motion Holdings, LLC
a Delaware limited liability company

Signature: _____

Printed Name: _____

Title: _____

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Seller:

Joel B. Weinberg, as Receiver for Comair Rotron,
Inc., ThermoFlo, Inc. and Comair Parent Corp.

Purchaser:

Motion Holdings, LLC
a Delaware limited liability company

Signature:

Printed Name:

Title:

Thomas Liedl
THOMAS LIEDL
CFO

ppm. R. Störben

Robert Störben

V P Business Development



SCHEDULE A

Comair Rotron, Inc. - PENDING/ISSUED PATENT MATTERS

Doc#	Country	Application Title	Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Assignee
0917128	US	Winding Supply Circuit with Current and Thermal Protective Elements	ORD	Issued	08/960,192	29-Oct-1997	5,947,691	07-Sep-1999	Comair Rotron, Inc.
0917153	GB	Multi-Stator Motor With Independent Stator Circuits	EPP	Granted	99921469.5	23-Apr-1999	1078442	19-Oct-2005	Comair Rotron, Inc.
0917153	US	Multi-Stator with Independent Stator Circuits	RCE	Issued	09/072,242	04-May-1998	6,437,529	20-Aug-2002	Comair Rotron, Inc.
0917157	US	Compact Fan and Impeller (amended)	ORD	Issued	07/698,000	09-May-1991	5,188,508	23-Feb-1993	Comair Rotron, Inc.
0917160	US	Simple Dual Voltage FSC Motor With Internal Fixed Capacitor and Common Torque	ORD	Issued	08/993,266	18-Dec-1997	5,867,605	02-Feb-1999	Comair Rotron, Inc.
0917161	US	Apparatus and Method of Encapsulating Motors	ORD	Issued	09/016,386	30-Jan-1998	6,136,250	24-Oct-2000	Comair Rotron, Inc.
0917171	DE	Low Profile Motor	EPP	Granted	99903304.6	21-Jan-1999	69913939.2	02-Jan-2004	Comair Rotron, Inc.
0917171	EP	Low Profile Motor	PCT	Granted	99903304.6	21-Jan-1999	1049877	02-Jan-2004	Comair Rotron, Inc.
0917171	US	Low Profile Motor	RCE	Issued	09/234,649	21-Jan-1999	6,509,704	21-Jan-2003	Comair Rotron, Inc.
0917177	CA	Apparatus for Motor Synchronization	ORD	Pending	2,406,127	30-Sep-2002			Comair Rotron, Inc.
0917177	US	Apparatus for Motor Synchronization (CIP of 917176)	CIP	Issued	09/827,356	05-Apr-2001	6,646,396	11-Nov-2003	Comair Rotron, Inc.
0917182	US	DC Voltage Level Shifter	ORD	Issued	09/931,502	16-Aug-2001	6,577,090	10-Jun-2003	Comair Rotron, Inc.
0917184	CA	Efficient Stator	PCT	Pending	2,447,880	17-May-2002			Comair Rotron, Inc.
0917184	EP	Efficient Stator	PCT	Pending	02744159.1	17-May-2002			Comair Rotron, Inc.
0917184	US	Efficient Stator	ORD	Issued	10/150,887	17-May-2002	6,741,061	25-May-2004	Comair Rotron, Inc.
0917185	US	Balanced Rotor	ORD	Issued	10/116,529	04-Apr-2002	6,841,112	11-Jan-2005	Comair Rotron, Inc.
0917188	US	Low Profile Motor	CON	Issued	10/262,628	01-Oct-2002	6,841,957	11-Jan-2005	Comair Rotron, Inc.
0917192	US	Magnetizing Fixture With Insulated Core	ORD	Issued	10/666,525	18-Sep-2003	7,061,553	13-Jun-2006	Comair Rotron, Inc.
0917193	US	Electric Motor Stator Current Controller	ORD	Issued	10/642,433	15-Aug-2003	6,876,110	05-Apr-2005	Comair Rotron, Inc.

Docket	Country	Application Title	Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Assignee
0917/194	CA	Draft Inducer Having a Backward Curved Impeller	PCT	Pending	2,563,471	20-Apr-2005			Comair Rotron, Inc.
0917/194	US	Draft Inducer Having a Backward Curved Impeller	ORD	Allowed	10/847,207	17-May-2004			Comair Rotron, Inc.
0917/195	CA	Apparatus and Method for Maintaining an Operating Condition for a Blower	PCT	Pending	2,541,945	23-Aug-2004			Comair Rotron, Inc.
0917/195	US	Apparatus and Method for Maintaining an Operating Condition for a Blower	CIP	Published	10/924,251	23-Aug-2004			Comair Rotron, Inc.
0917/198	US	Motor With Raised Rotor	ORD	Published	10/797,901	10-Mar-2004			Comair Rotron, Inc.
0917/199	CA	Draft Inducer Performance Control	PCT	Pending	2,537,192	23-Aug-2004			Comair Rotron, Inc.
0917/A01	CA	Energy Store Circuit for Controlling Rotor Rotation	PCT	Pending	2,489,351	09-Jul-2003			Comair Rotron, Inc.
0917/A01	US	Energy Store Circuit for Controlling Rotor Rotation	ORD	Issued	10/616,499	09-Jul-2003	7,314,350	01-Jan-2008	Comair Rotron, Inc.
0917/A03	CA	Draft Inducer System	PCT	Pending	2,497,992	04-Sep-2003			Comair Rotron, Inc.
0917/A03	US	Draft Inducer System	ORD	Issued	10/655,534	04-Sep-2003	7,052,271	30-May-2006	Comair Rotron, Inc.
0917/A05	US	Rotor Shaft Coupling	ORD	Published	10/867,176	14-Jun-2004			Comair Rotron, Inc.
0917/A07	US	Apparatus and Method of Driving a Light Powered System	ORD	Allowed	11/021,719	23-Dec-2004			Comair Rotron, Inc.
0917/A12	EM	Fluid Moving Device	DES	Granted	000406061-0004	21-Sep-2005	000406061-0001; 000406061-0002; 000406061-0003; 000406061-0004	13-Dec-2005	Comair Rotron, Inc. Comair Rotron, Inc. Comair Rotron, Inc. Comair Rotron, Inc.
0917/A12	US	Fan	DES	Allowed	29/226,401	28-Mar-2005			Comair Rotron, Inc.
0917/A13	CA	Apparatus and Method for Starting an Electric Motor	ORD	Pending	2,548,867	30-May-2006			Comair Rotron, Inc.
0917/A13	US	Apparatus and Method for Starting an Electric Motor	ORD	Issued	11/145,052	03-Jun-2005	7,309,969	18-Dec-2007	Comair Rotron, Inc.
0917/A14	US	Draft Inducer System	CON	Published	11/195,099	02-Aug-2005			Comair Rotron, Inc.
0917/A15	US	Condensation Removal for Use with a Draft Inducer	CIP	Issued	11/223,821	09-Sep-2005	7,363,882	29-Apr-2008	Comair Rotron, Inc.

Docket	Country	Application Title	Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Assignee
0917/A16	US	Method and Apparatus for Controlling the Speed of a DC Motor	ORD	Issued	11/284,419	21-Nov-2005	7,245,096	17-Jul-2007	Comair Rotron, Inc.
0917/A17	US	Fan Tray Assembly Shaped Venturi	ORD	Published	11/592,030	02-Nov-2006			Comair Rotron, Inc.
0917/A19	US	Magnetizing Fixture with Insulated Core	DIV	Published	11/403,299	13-Apr-2006			Comair Rotron, Inc.
0917/A20	GB	Electric Motor With Integral Regulator Inductance	ORD	Published	06 158 16.6	09-Aug-2006			Comair Rotron, Inc.
0917/A20	US	Electric Motor with Integral Regulator Inductance	ORD	Published	11/496,721	31-Jul-2006			Comair Rotron, Inc.

Trademark Portfolio

Trademark	Client Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
AIR BOX	0917.283/ European Community	Registered 11 Int.	003399383 10-Oct-2003	3399383 14-Apr-2005

Goods: 11 Int.: Electric fans for ventilation; fan heaters; fans for air conditioning installations; electrical fans being parts of industrial installations; electric motor-driven fans and blowers; parts and fittings for all the aforesaid goods

AIR BOX	0917.283/ United States of America	Registered 09 Int.	78260,677 10-Jun-2003	3,266,641 17-Jul-2007
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Goods: 09 Int.: Electric motor-driven blowers and parts therefor for use in computer hardware for telecommunications

AMBASSADOR	0917.282/ United States of America	Registered 11 Int.	78177,442 23-Oct-2002	3,104,594 13-Jun-2006
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Goods: 11 Int.: Electric motor-driven fans and blowers

BISCUIT	0917.212/ United States of America	Registered 11 Int.	72335,060 11-Aug-1969	892,900 16-Jun-1970
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Goods: 11 Int.: Electric motor driven ventilating fans and blowers

CARAVEL	0917.201/ Brazil	Registered 07 Int.	816949760 01-Jan-1800	816949760 08-Mar-1994
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Goods: 07 Int.: Electric motor-driven fans and blowers for cooling and ventilating machinery and equipment and parts thereof

Trademark	Client Matter #/ Subject	Status/ Class(es)	Application Number/Date	Registration Number/Date
CARAVEL	0917.201/ United States of America	Registered 11 Int.	72/187,338 24-Feb-1964	785,914 02-Mar-1965
<i>Goods:</i> 11 Int.: Fans and blowers for electronic equipment				
COMAIR ROTRON	0917.255/ China (Peoples Republic)	Registered 11 Int.	2000163773 05-Oct-2000	1748115 14-Apr-2002
<i>Goods:</i> 11 Int.: Electric motor-driven fans; electric motor-driven blowers; finger guards; connectors; lead wires; filters; enclosures				
COMAIR ROTRON	0917.255/ European Community	Registered 11 Int.	001761220 17-Jul-2000	001761220 02-Oct-2001
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers and parts therefor				
COMAIR ROTRON	0917.255/ Japan	Registered 09 Int., 11 Int.	2000-90989 18-Aug-2000	4503016 31-Aug-2001
<i>Goods:</i> 09 Int.: Electric fans and blowers for electronic machines/instruments, electric fans and blowers for electrical communication apparatus/instruments 11 Int.: Electric fans and blowers for heating and air-conditioning equipment for industrial or household use				
COMAIR ROTRON	0917.255/ Korea, Republic of	Registered 11 Int.	2000-38350 09-Aug-2000	522703 12-Jun-2002
<i>Goods:</i> 11 Int.: Electric motor driven blowers for electronic component cooling devices, electric motor driven fans for electronic component cooling devices, electric motor-driven blowers for heating equipment, electric motor driven fans for heating equipment, electric motor driven blowers for air conditioning equipment, electric motor driven fans for air				

Client/Matter # Subcase	Status/ Classes	Application Number/Date	Registration Number/Date
0917.255/ Taiwan	Registered 11 Int.	89051217 05-Sep-2000	00970610 16-Nov-2001

Goods: 11 Int.: Electric motor-driven fans and blowers

COMAIR ROTRON	0917.255/ United States of America	Registered 11 Int.	74312,304 09-Sep-1992	1,774,167 01-Jun-1993
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Goods: 11 Int.: Electric motor-driven fans and blowers and parts therefor

COMAIR ROTRON (plus design)	0917.284/ China (Peoples Republic)	Registered 11 Int.	3569248 27-May-2003	3569248 21-Jan-2005
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Goods: 11 Int.: Electric motor-driven fans and electric motor-driven blowers

COMAIR ROTRON (plus design)	0917.284/ European Community	Registered 07 Int., 09 Int., 11 Int.	003206257 22-May-2003	3206257 23-Aug-2004
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Goods: 07 Int.: Electrical fans being parts of machines; fans for motors and engines; parts and fittings for all the aforesaid goods

09 Int.: Electrical control apparatus for fans; fans adapted as parts of telecommunications and computer apparatus, and as parts of other electronic apparatus and instruments, temperature monitoring devices for controlling the operation of fans; parts and fittings for all the aforesaid goods

11 Int.: Electric fans for ventilation; fan heaters; fans for air conditioning installations; electrical fans being parts of industrial installations; electric motor-driven fans and blowers; parts and fittings for all the aforesaid goods

Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
COMAIR ROTRON (plus design) 0917.284/ Korea, Republic of	Registered 11 Int.	40200322364 19-May-2003	606293 19-Jan-2005
<i>Goods:</i> 11 Int.: Electric motor-driven fans used for electronic component cooling devices; electric motor-driven fans used for heating equipment; electric motor-driven fans used for air conditioning equipment; electric motor-driven blowers used for electronic component cooling devices; electric motor-driven blowers used for heating equipment; electric motor-driven blowers used for air conditioning equipment			
COMAIR ROTRON (plus swirl design) 0917.284/ Japan	Registered 09 Int., 11 Int.	2003-41382 21-May-2003	4723749 31-Oct-2003
<i>Goods:</i> 09 Int.: Electric fans and blowers for electronic machines/instruments, electric fans and blowers for electrical communication apparatus/instruments 11 Int.: Electric fans and blowers for heating and air-conditioning equipment			
COMAIR ROTRON (plus swirl design) 0917.284/ Taiwan	Registered 11 Int.	092045561 24-Jul-2003	1108811 01-Jul-2004
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers therefor			
COMAIR ROTRON EUROPE LTD.0917.278/ European Community	Registered 09 Int., 11 Int.	002091049 16-Feb-2001	2091049 08-Sep-2003
<i>Goods:</i> 09 Int.: Computer software for electric motor-driven fans and blowers 11 Int.: Electric motor-driven fans and blowers, parts thereof, and sheet metal housings			
DIPLOMAT 0917.261/ France	Registered 11 Int.	94/533242 18-Aug-1994	94/533242 18-Aug-1994
<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers			

Trademark	Client Matter # Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
DIPLOMAT	0917.261/ Germany	Registered 11 Int.	C47362/11Wz 12-Aug-1994	2 909 074 13-Jul-1995
<i>Goods:</i> 11 Int.: Electric motor driven blowers, ventilators and fans, also for use as parts of machines and, in particular, electronic devices				
DIPLOMAT	0917.261/ Italy	Registered 11 Int.	RM94C003880 01-Sep-1994	689570 14-Oct-1996
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers				
DIPLOMAT	0917.261/ Spain	Registered 11 Int.	1,919,446 30-Aug-1994	1,919,446 28-May-1996
<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers				
DIPLOMAT	0917.261/ United Kingdom	Registered 11 Int.	1 582 004 17-Aug-1994	1 582 004 02-Jun-1995
<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers; parts and fittings for all the aforesaid goods; all included in Class 11				
DIPLOMAT	0917.290/ United States of America	Registered 11 Int.	78636,750 25-May-2005	3,090,208 09-May-2006
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers for ventilating machinery and equipment, and parts therefor				

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
ENVIROSHIELD	0917.274/ European Community	Registered 11 Int.	000950758 08-Oct-1998	950758 28-Feb-2000
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers for use in electrical and scientific apparatus and machinery				
ENVIROSHIELD	0917.274/ United States of America	Registered 11 Int.	75/464,997 09-Apr-1998	2,371,549 25-Jul-2000
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers for use in electrical and scientific apparatus and machinery				
FALCON	0917.272/ France	Registered 11 Int.	95/562,545 13-Mar-1995	95/562,545 13-Mar-1995
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers				
FALCON	0917.272/ Germany	Registered 11 Int.	394 09 556.1 27-Dec-1994	394 09 556 28-Jun-1995
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers				
FALCON	0917.272/ Italy	Registered 11 Int.	RM95C001853 14-Apr-1995	713,752 16-Jun-1997
<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers				

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
FALCON	0917.272/ Spain	Registered 11 Int.	1,953,950 14-Mar-1995	1,953,950 18-Apr-1997

Goods: 11 Int.: Electric motor-driven fans and blowers

FALCON	0917.272/ United Kingdom	Registered 11 Int.	002012634 28-Feb-1995	2012634 22-Mar-1996
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Goods: 11 Int.: Electric motor-driven fans and blowers; but not including fans or blowers being parts of cooking apparatus or parts of boilers for use in central heating or water supply installations or any goods of the same description as the aforesaid goods

FALCON	0917.272/ United States of America	Registered 11 Int.	74/587,035 18-Oct-1994	2,091,642 26-Aug-1997
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Goods: 11 Int.: Electric motor-driven fans for use in electrical and scientific apparatus and machinery

FEATHER	0917.208/ Canada	Registered 11 Int.	290,164 17-Jun-1965	143,947 11-Feb-1966
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Goods: 11 Int.: Electrically motor driven fans and blowers for the moving of air within electrical equipment

FEATHER	0917.208/ United Kingdom	Registered 11 Int.	1 515 331	1,515,331 09-Oct-1992
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Goods: 11 Int.: Installations & apparatus, all for cooling & ventilating; electric motor-driven fans & blowers, all for cooling & ventilating machines & apparatus; parts & fittings for... goods

Trademark	Client Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
FLIGHT	0917.219/ China (Peoples Republic)	Registered 11 Int.	2001088217 28-May-2001	1922453 21-Jan-2003

Goods: 11 Int.: Electric motor-driven fans and blowers

FLIGHT	0917.219/ United States of America	Registered 11 Int.	74042,676 26-Mar-1990	1,654,833 27-Aug-1991
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Goods: 11 Int.: Electric motor driven fans and blowers

GALAXY	0917.266/ United States of America	Registered 11 Int.	74265,858 14-Apr-1992	1,758,195 16-Mar-1993
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Goods: 11 Int.: Electric motor-driven fans and blowers for cooling and ventilating machinery, computer equipment and medical equipment

GRYPHON	0917.286/ Canada	Registered 11 Int.	1,209,954 17-Mar-2004	643823 07-Jul-2005
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Goods: 11 Int.: Electric motor-driven fans and blowers and parts therefor

GRYPHON	0917.286/ China (Peoples Republic)	Published 11 Int.	3979810 26-Mar-2004	
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Goods: 11 Int.: Electric motor-driven fans and blowers (as amended)

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
GRYPHON	0917.286/ European Community	Registered 07 Int., 09 Int., 11 Int.	003724771 24-Mar-2004	3724771 29-Jun-2005

Goods: 07 Int.: Electric fans being parts of machines, fans for motors and engines; parts and fittings for all the aforesaid goods

09 Int.: Electrical control apparatus for fans; fans adapted as parts of telecommunications and computer apparatus, and as parts of other electronic apparatus and instruments, temperature monitoring devices for controlling the operation of fans; parts and fittings for all the aforesaid goods

11 Int.: Electric fans for ventilation; fan heaters; fans for air conditioning installations; electrical fans being parts of industrial installations; electric motor-driven fans and blowers; parts and fittings for all the aforesaid goods

GRYPHON	0917.286/ Japan	Registered 11 Int.	2004-25041 17-Mar-2004	4812567 22-Oct-2004
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Goods: 11 Int.: Blowers and electrically operated fans for air-conditioning apparatus for household purposes or for industrial purposes; set units of toilet bowl and seat; set units of bathroom; drying apparatus (for chemical processing); recuperators (for chemical processing); steamers (for chemical processing); evaporators (for chemical processing); distillers (for chemical processing); heat exchangers (for chemical processing); milk sterilizers; industrial furnaces; nuclear reactors (atomic piles); forage drying apparatus; industrial boilers; air-conditioning apparatus (for industrial purposes); freezing machines and apparatus; clothes drying machines for industrial purposes; machines and apparatus for use in beauty salons and barbers' shops (not including "hairdressing chairs"); cooking equipment for industrial purposes; industrial dishdrying machines; dish disinfectant apparatus for industrial purposes; tap water faucets; level controlling valves for tanks; pipe line cooks; waste water treatment tanks (for industrial purposes); septic tanks (for industrial purposes); garbage incinerators for industrial purposes; garbage incinerators for household purposes; solar water heaters; water purifying apparatus; electric lamps and other lighting apparatus; household electrothermic appliances; washers for water taps; gas water heaters (for household use); non-electric cooking heaters (for household purposes);

Trademark

Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
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kitchen worktops; kitchen sinks; ice chests (for household purposes, not for carrying with); ice-cooling refrigerators (for household purposes); household tap-water filters; bathubs and the like; standing paper lanterns (Andou); portable paper lanterns (Chochin); gas lamps; oil lamps; lamp chimneys; warming pans (non-electric); pocket warmers (non-electric); stick fuel for Japanese pocket warmers (Kairo-bai); hot water bottles (for warming one's feet in bed); toilet stool units with a washing water squirter; disinfectant dispensers for toilets; toilet bowls; seatings for use with Japanese style toilet bowls; waster water treatment tanks for household purposes; septic tanks for household purposes; heating or cooling packs filled with chemical substances ready to react when required; non-electric

0917.286/ Korea, Republic of	Registered 11 Int.	40-200412176 18-Mar-2004	598661 08-Nov-2004
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GRYPHON

Goods: 11 Int.: Electric motor driven blowers for electronic component cooling devices; electric motor driven fans for electronic component cooling devices; electric motor driven blowers for heating equipment; electric motor driven fans for heating equipment; electric motor driven blowers for air conditioning equipment; electric motor driven fans for air

0917.286/ United States of America	Registered 11 Int.	78/306,239 26-Sep-2003	2,973,847 19-Jul-2005
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GRYPHON

Goods: 11 Int.: Electric motor-driven fans and blowers and parts therefore

0917.211/ Canada	Registered 09 Int.	356516 28-Aug-1972	191,295 25-May-1973
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MAJOR

Goods: 09 Int.: Electric motor driven fans and blowers

Trademark	Client Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
MAJOR	0917.211/ United States of America	Registered 11 Int.	72/369,134 26-Aug-1970	921,485 05-Oct-1971
	<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers			
MALTESE FALCON	0917.273/ United Kingdom	Registered 11 Int.	2 047 857 08-Dec-1995	2047857 08-Dec-1995
	<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers; and parts and fittings therefor, but not including fans or blowers being parts of cooking apparatus or parts of boilers for use in central heating or water supply installations, or any goods of the same description as these excluded goods			
MALTESE FALCON	0917.273/ United States of America	Registered 07 Int., 09 Int.	74/687,940 13-Jun-1995	2,247,903 25-May-1999
	<i>Goods:</i> 07 Int.: Fans for use in machine engines 09 Int.: Fans for use in electronic equipment such as photocopy machines, computers, stereo equipment, printers, facsimile machines, laboratory testing equipment and the like			
MIXTUS	0917.280/ Canada	Registered 11 Int.	1,184,398 15-Jul-2003	667957 17-Jul-2006
	<i>Goods:</i> 11 Int.: Electric motor-driven fans; electric motor-driven blowers for use with electric components			

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
MIXTUS	0917.280/ China (Peoples Republic)	Registered 11 Int.	3578508 03-Jun-2003	3578508 21-Jan-2005
	<i>Goods:</i> 11 Int.: Electric motor-driven fans and electric motor-driven blowers			
MIXTUS	0917.280/ European Community	Registered 07 Int., 09 Int., 11 Int.	003210549 03-Jun-2003	3210549 23-Sep-2004
	<i>Goods:</i> 07 Int.: Electrical fans being parts of machines; fans for motors and engines; parts and fittings for all the aforesaid goods			
	09 Int.: Electrical control apparatus for fans, fans adapted as parts of telecommunications and computer apparatus, and as parts of other electronic apparatus and instruments; temperature monitoring devices for controlling the operation of fans; parts and fittings for all the aforesaid goods			
	11 Int.: Electric fans for ventilation; fan heaters; fans for air conditioning installations; electrical fans being parts of industrial installations; electric motor-driven fans and blowers; parts and fittings for all the aforesaid goods			
MIXTUS	0917.280/ Japan	Registered 09 Int., 11 Int.	2003-45014 02-Jun-2003	4730204 28-Nov-2003
	<i>Goods:</i> 09 Int.: Electric fans and blowers for electronic machines/instruments, electric fans and blowers for electrical communication apparatus/instruments			
	11 Int.: Electric fans and blowers for heating and air conditioning equipment			

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
MIXTUS	0917.280/ Korea, Republic of	Registered 11 Int.	40-200324271 29-May-2003	608002 04-Feb-2005

Goods: 11 Int.: Electric motor driven fans used for electronic component cooling devices; electric motor driven fans used for heating equipment; electric motor driven fans used for air conditioning equipment; electric motor driven blowers used for electronic component cooling devices; electric motor driven blowers used for heating equipment; electric motor-driven blowers used for air conditioning equipment; dental oven; disposable sterilization pouches; gas grill; household water purifier; tableware sterilizer; ice box (except portable); refrigerator with ice; gas range; gas burner; gas cook; camping burner; roaster; malt roaster; lava rocks for use in barbecue grills; incandescent burner; oxyhydrogen burner; germicidal burner; petroleum burner/portable oil cooking stove; acetylene burner; alcohol burner; oven; oil burner; baker's oven; kitchen oven range; earthenware portable cooking stove; meat smoker; gasoline burner; gas range table; sink; kitchen table; heating bag; foot warmer; pocket warmer; aquarium filtration apparatus; aquarium heater; spud for human excretion; toilet bowl; toilet stool; bidet; urinal; disinfectant dispenser for toilets; shower; shower cubicle; wash-hand bowl (parts of sanitary installations); washstand; bathtub; bath lining; assembled bathroom; gas boiler; gas stove; household boiler; heater; heating damper; warming pan; radiator cap; radiator; petroleum stove; coal stove; instantaneous water heater; hot air heating equipment; hot air furnace; water heater; hot water heating equipment; steam heating equipment; brazier; gas refrigerator; cooler; cooling evaporator; cooling tower; cooling tube; refrigerator; air conditioner; ventilation fans; fans for ventilation fans; gas light; gas mantle; lamp shade; lamp shade holder; hanging for lamps; lamp chimney; lamp reflector; lamp glass; porcelain lamp oil container; oil lamp; lantern; base of kerosene lamp; torch; washer for water taps; household purification tank for sewage; hydrants; drip irrigation emitters (irrigation fittings); three-tank sewage tank; pipe (parts of sanitary installations); waterspouts for drinking; sewage treatment equipment; waterspouts for decoration; solar energy collecting plate; toilet (water-closed); portable toilet; hot plate for chemical machines and implements; light for ships; reflector for ships; light for directional signals for ships; light bulb for directional signals for ships; anti-glare device for ships (lamp fittings); defroster for ships; air conditioner ships; headlight for ships; ventilation equipment for ships; heater for ships; light for aircraft; reflector for aircraft; light for directional signals for aircraft; light bulb for directional signals for aircraft; anti-glare device for aircraft (lamp fitting); defroster for aircraft; air conditioner for aircraft; headlight for aircraft; ventilation equipment for aircraft; heater for aircraft; light for railway cars; reflector for railway cars; light for directional signals for railway cars; anti-glare device for railway cars (lamp fitting); defroster for railway cars; air conditioner for railway cars;

Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
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headlight for railway cars; ventilation equipment for railway cars; heater for railway cars; light for motorcycles; light for vehicles; reflector for vehicles; light for directional signals for vehicles; light bulb for directional signals for vehicles; anti-glare device for vehicles (lamp fitting); defroster for vehicles; air conditioner for vehicles; headlight for vehicles; ventilation equipment for vehicles; heater for vehicles; light for bicycles; boiler for ships (except boiler for steam engines); stoker for vehicles; boiler for vehicles (except boiler for steam engines); feed desiccator; watering machine for agricultural purposes; gas scrubbing apparatus; air sterilizer; air filtering installation; air purifying apparatus and machine; ionization apparatus for the treatment of air; air deodorizing apparatus; desalination installation; clean chambers (sanitary installation); water sterilizer; water purification installation; swimming pool chlorinating unit; acetylene generator; heat exchanger; oil scrubbing apparatus; polymerization installation; distiller; refining tower for distillation; evaporator; steamer; water intake apparatus; purification installation for sewage; drying apparatus for chemical machines and implements; milk pasteurizer; dehydrating apparatus for); foodstuffs organic materials, beverages cooling apparatus; ice machine and apparatus; pasteurizer; kiln; heating furnace; dry distillation oven; industrial crucible; metallurgic furnace; reverberatory furnace; producer; furnace, other than for experimental purposes; incinerator; sintering furnace; annealing furnace; hot blast furnace; smelting furnace; cupola; nuclear reactor; portable forge; electric furnace; converter; coke furnace; solar furnace; open-hearth furnace; installation for processing nuclear fuels; and nuclear moderating material; accumulating mixer; revolving furnace; boiler other than for vehicles

(except boilers for steam engines and household use); stoker other than for vehicles; level controlling valve in tanks; street lamp; safety lamp for miners; germicidal lamp for purifying air; neon lamp; lantern; generating lamp; electric discharge lamp fixture; ultraviolet ray lamp, not for medical use; sterilizing lamp; chandelier; water lamp; mercury lamp; aquarium lamp; spotlight; arc lamp; safety lamp; diving lights; decoration lamp; infrared lamp; torch for lighting; fishing lamp; ceiling light; fairy light for festive decoration; electric light for Christmas trees; standard lamp; searchlight; sun lamp; flood light; fluorescent lamp; flashlight; electric humidifier; electric hair dryer; room cooler; electric blanket, not for medical use; electric cushion, not for medical use; electric fan; electric refrigerator; electric freezer showcase; electric range; electric stove; footmuff, electrically heated; electric laundry dryer; electric pressure cooking saucepan; electric pressure cooker; electric waffle iron; electric appliance for making yogurt; electric heater for feeding bottles; electric kettle; electric coffee machine; electric coffee filter; electric coffee percolator; electric deep fryer; electric coal gas discharger; electric quilt cover; electric foot warmer; electric coffee pot; electric cooker; electric dehydrator; electric toaster; electric cooking brazier; electric heater; electrically heated carpet; microwave oven; bedwarmer; gas lighter (not for smokers); lighter (not for smokers)

Trademark	Client/Matter #/ Subcase	Status/ Classes	Application Number/Date	Registration Number/Date
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MIXTUS	0917.280/ United States of America	Registered 11 Int.	76258,756 17-May-2001	2,860,660 06-Jul-2004
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Goods: 11 Int.: Electric motor-driven fans and blowers

MODULAIR	0917.205/ United States of America	Registered 11 Int.	74268,485 23-Apr-1992	1,756,675 09-Mar-1993
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Goods: 11 Int.: Electric motor-driven fans and blowers for cooling and ventilating machinery, computer equipment and medical equipment

MUFERIN	0917.213/ Benelux	Registered 11 Int.		371913 12-Mar-1981
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Goods: 11 Int.: Electric motor driven fans and blowers

MUFFIN	0917.213/ Canada	Registered 11 Int.	284,367 01-Sep-1964	140,475 28-May-1965
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Goods: 11 Int.: Electric motor driven fans

MURFIN	0917.213/ France		Registered 17-Jul-1979	522,923 1,563,983 07-Dec-1989
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Goods: 11 Int.: Electric ventilators and motors

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
MUFFIN	0917.213/ Italy	Registered 11 Int.	RM94C003596 11-Aug-1994	689313 14-Oct-1996
<i>Goods: 11 Int.: Operated electric-engine ventilators</i>				
MUFFIN	0917.213/ United Kingdom	Registered 11 Int.	09-Mar-1968	868 093 14-Aug-1964
<i>Goods: 11 Int.: Electric fans</i>				
MUFFIN	0917.213/ United States of America	Registered 11 Int.	72045.759 12-Feb-1958	671,482 23-Dec-1958
<i>Goods: 11 Int.: Electric motor-driven fans</i>				
PATRIOT	0917.210/ United States of America	Registered 11 Int.	73075.980 02-Feb-1976	1,046,764 24-Aug-1976
<i>Goods: 11 Int.: Electric motor driven fans and blowers</i>				
SPINNAKER	0917.203/ United States of America	Registered 11 Int.	74042.645 26-Mar-1990	1,652,304 30-Jul-1991
<i>Goods: 11 Int.: Fans and blowers for cooling electrical and electronic equipment</i>				

Trademark	Client Matter # Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
SPRINT	0917.204/ United States of America	Registered 11 Int.	73/464,780 08-Feb-1984	1,373,630 03-Dec-1985
	<i>Goods:</i> 11 Int.: Electric motor driven fans for cooling electrical components			
SPRITE	0917.202/ Benelux	Registered 07 Int., 11 Int.	0546600 13-Sep-1971	058091 13-Sep-1971
	<i>Goods:</i> 07 Int.: Electric motor-driven wind instruments 11 Int.: Electric motor-driven fan and wind instruments			
SPRITE	0917.202/ Canada	Registered 11 Int.	0290163 17-Jun-1965	146501 05-Aug-1966
	<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers			
SPRITE	0917.202/ France	Registered 11 Int.		1571155 09-Jun-1980
	<i>Goods:</i> 11 Int.: Fans and blowers for electric engines			
SPRITE	0917.202/ Germany	Registered 07 Int., 11 Int.	15-Jun-1965	832,351 25-Apr-1967
	<i>Goods:</i> 07 Int.: Electric motor operated fans 11 Int.: Fans for cooling electronic equipment			

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
SPRITE	0917.202/ Italy	Registered 11 Int.	35384C/85 18-Oct-1985	714641 16-Feb-1987
	<i>Goods:</i> 11 Int.: Electric motor operated fans and blowers			
SPRITE	0917.202/ United Kingdom	Registered 11 Int.	1,515,194 09-Oct-1992	1,515,194 14-Apr-1992
	<i>Goods:</i> 11 Int.: Electric motor-driven fans and blowers; all included in Class 11.			
SPRITE	0917.202/ United States of America	Registered 11 Int.	74265,826 14-Apr-1992	1,756,673 09-Mar-1993
	<i>Goods:</i> 11 Int.: Electric driven motor fans and blowers for cooling and ventilating machinery, computer equipment and medical equipment			
Swirl design	0917.285/ China (Peoples Republic)	Registered 11 Int.	3569247 27-May-2003	3569247 21-Jan-2005
	<i>Goods:</i> 11 Int.: Electric motor-driven fans and electric motor-driven blowers			
Swirl design	0917.285/ Japan	Registered 09 Int., 11 Int.	2003-41383 21-May-2003	4723750 31-Oct-2003
	<i>Goods:</i> 09 Int.: Electric fans and blowers for electronic machines/instruments, electric fans and blowers for electrical communication apparatus/instruments			
	11 Int.: Electric fans and blowers for heating and air-conditioning equipment			

Trademark	Client/Matter #	Status/ Class(es)	Application Number/Date	Registration Number/Date
Swirl design	0917.285/ Korea, Republic of	Registered 11 Int.	40200323165 19-May-2003	602583 13-Dec-2004
Goods: 11 Int.: Electric motor-driven fans used for electronic component cooling devices; electric motor-driven fans used for heating equipment; electric motor-driven fans used for air conditioning equipment; electric motor-driven blowers used for electronic component cooling devices; electric motor-driven blowers used for heating equipment; electric motor-driven blowers used for air conditioning equipment (as amended)				
Swirl design	0917.285/ Taiwan	Registered 11 Int.	092045562 24-Jul-2003	1108812 01-Jul-2004
Goods: 11 Int.: Electric motor-driven fans and blowers therefor				
SYNCHRO-FAN	0917.276/ European Community	Registered 09 Int., 11 Int.	001770700 24-Jul-2000	1770700 01-Oct-2002
Goods: 09 Int.: Computer software for electric motor-driven fans and blowers 11 Int.: Electric motor-driven fans and blowers				
TARZAN	0917.216/ United States of America	Registered 11 Int.	72727,333 07-Sep-1965	829,773 06-Jun-1967
Goods: 11 Int.: Electric motor driven ventilating fan				
THERMA PRO-V	0917.256/ United States of America	Registered 11 Int.	747042,644 26-Mar-1990	1,660,709 15-Oct-1991
Goods: 11 Int.: Electric motor driven fans and blowers				

Trademark	Client/Matter #/ Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
VIKING	0917.268/ United States of America	Registered 11 Int.	74261,982 02-Apr-1992	1,953,895 06-Feb-1996
	<i>Goods:</i> 11 Int.: Electric driven motor fans and blowers for cooling and ventilating machinery, computer equipment and medical equipment			
WHIFFET	0917.264/ United States of America	Registered 11 Int.	74042,628 26-Mar-1990	1,753,188 16-Feb-1993
	<i>Goods:</i> 11 Int.: Electric motor driven fans and blowers			
WHISPER	0917.209/ Canada	Registered 11 Int.	284 368 01-Sep-1964	140,476 28-May-1965
	<i>Goods:</i> 11 Int.: Electrical ventilating fans			
WHISPER	0917.209/ France	Registered 11 Int.	523 422 29-Jul-1979	1 563 982 07-Dec-1989
	<i>Goods:</i> 11 Int.: Electrically working ventilators			
WHISPER	0917.209/ Germany	Registered 11 Int.	R19367 11-Aug-1964	805 873 24-Jun-1965
	<i>Goods:</i> 11 Int.: Electric blowers			
WHISPER	0917.209/ Italy	Registered 11 Int.	MR94C003594 08-Aug-1984	689311 14-Oct-1996
	<i>Goods:</i> 11 Int.: Electric blowers			

Trademark	Client/Matter # Subcase	Status/ Class(es)	Application Number/Date	Registration Number/Date
WHISPER	0917.209(A) Japan	Registered 09 Int.	62-010365 05-Feb-1987	2263202 21-Sep-1990

Goods: 09 Int.: Blowers, other pneumatic and hydraulic machines and apparatus

WHISPER	0917.209/ United Kingdom	Registered 11 Int.	868 095 14-Aug-1964	868 095 14-Aug-1964
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Goods: 11 Int.: Electric fans for dispersing heat generated in electric, electronic and scientific

WHISPER	0917.209/ United States of America	Registered 11 Int.	72/153,820 24-Sep-1962	751,288 18-Jun-1963
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Goods: 11 Int.: Electrical ventilating fans

All of the issued and outstanding shares of Shanghai Comair Cooling Fan Co.

All other intellectual property and safety agency approvals that Comair has the right to sell, assign and transfer to Purchaser.

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TRADEMARK
REEL: 005457 FRAME: 0194

EXHIBIT A

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12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA
14

15 LASALLE BANK NATIONAL
16 ASSOCIATION,

17 Plaintiff,

18 v.

19 COMAIR ROTRON, INC.;
20 THERMAFLO, INC.; and COMAIR
PARENT CORP.,

21 Defendants.
22

Case No. 08-cv-1387 DMS (POR)

Assigned to Hon. Dana M. Sabraw

STIPULATED ORDER
APPOINTING A RECEIVER

23
24 BEFORE THE COURT is Plaintiff LaSalle Bank National Association's
25 ("LaSalle") Motion for the Appointment Receiver (the "Motion") against the
26 Defendants Comair Rotron, Inc. ("Comair Rotron"), Thermaflo, Inc. ("Thermaflo"),
27 and Comair Parent Corp. ("Comair Parent"); due and proper notice of the Motion
28 having been provided to all parties entitled thereto; the Parties having each agreed to

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STIPULATED ORDER APPOINTING A RECEIVER
Case No. 08-cv-1387 DMS (POR)

EXHIBIT A-13

1 the entry of this Stipulated Order, and this Court otherwise being fully advised in the
2 premises.

3 IT IS HEREBY ORDERED:

4 1. Joel B. Weinberg of Insolvency Services Group, Inc., 17401 Ventura
5 Boulevard, Suited B-21, Encino California, 91316 is appointed as Receiver over all
6 collateral pledged to LaSalle by Comair Rotron, Thermaflo and Comair Parent
7 pursuant to the Loan Documents as alleged in the Complaint (collectively, the
8 "Collateral").

9 2. The Receiver and the receivership which this Court is creating is
10 subject to, and shall be, administered according to Federal Rule of Civil Procedure
11 66, the Local Civil Rule of the United States District Court for the Southern District
12 of California 66.1 ("Local Rule 66.1"), and 28 U.S.C. § 959.

13 3. The Receiver's appointment herein shall be effective immediately upon
14 the execution and entry of this order and the acceptance of the receiver filed with the
15 Court. The Receiver shall provide his written acceptance and oath to perform
16 faithfully the duties reposed in him by the Court under this Order and shall identify
17 a primary contact for the Court and the parties' convenience.

18 4. The Receiver shall provide no bond at this time, but the Court reserves
19 the right to require security.

20 5. The Receiver's responsibilities shall run to the Court. The Receiver
21 shall take immediate, complete and exclusive control, custody and possession of all
22 of the Collateral. The Receiver shall faithfully and punctually manage the Collateral
23 and any ancillary business affairs involving the Collateral using standard, customary
24 and prudent business practices. The Receiver shall be empowered to make day-to-
25 day decisions in the management and operation of the Collateral, to promote the
26 Collateral, and shall have the authority to take such other actions as are necessary,
27 reasonable and prudent to preserve, operate, and manage the Collateral. The
28 Receiver shall be authorized to market the Collateral for sale, and to sell same as the

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2

STIPULATED ORDER APPOINTING A RECEIVER
Case No. 08-cv-1387 DMS (POR)

EXHIBIT A-14

1 Receiver deems appropriate, subject to and conditioned upon the approval of the
2 Court after application to the Court and notice to all parties.

3 6. The officers, directors, employees, representatives and agents of
4 Defendants, and their respective agents, assignees, successors, representatives, and
5 all personnel acting under or in concert with them, shall turn over to the Receiver all
6 of the Collateral, wherever located, and in whatever mode maintained, including all
7 information contained on computers and any and all software related thereto, and all
8 codes and passwords related thereto, as well as all banking records, statements and
9 canceled checks from any and all accounts in which Petitioner had an interest or was
10 a signatory.

11 7. Pursuant to Local Rule 66.1, no further hearing is necessary to confirm
12 the Receiver's appointment because this Order is stipulated by Defendants. The
13 Defendants shall provide the Receiver within five days of this order, a list of the
14 Defendants' creditors and their addresses.

15 8. The Receiver shall have the power to employ an attorney, an
16 accountant, and such employees, consultants, and staff as may be reasonably
17 necessary to conduct the duties and business required by the Receiver under this
18 Order. The wages, costs, expenses and fees incurred by the Receiver shall be paid
19 as an expense from the assets managed and collected by the Receiver upon the
20 approval of the Court after application to the Court and notice to all parties.

21 9. Within thirty days of this Order, the Receiver shall file with the court
22 the report required by Local Rule 66.1.

23 10. For good cause shown, the Receiver may be removed at any time by
24 Order of the Court.

25 IT IS SO ORDERED.

26 Dated: 7-31-08

Laura A. Bunn
FOR HONORABLE DANA M. SABRAW
JUDGE OF THE U.S. DISTRICT COURT

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