

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST AUTHORIZED BY THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Diamond Commercial Finance LLC		07/30/2018	Limited Liability Company: DELAWARE
DDJ Capital Management, LLC		07/30/2018	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BBB Industries, LLC		
Street Address:	29627 Renaissance Blvd.		
City:	Daphne		
State/Country:	ALABAMA		
Postal Code:	36526		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3144495	ATSCO	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	005399-0008		
NAME OF SUBMITTER:	Scott Kareff (005399-0008)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	07/30/2018		
Total Attachments: 88			

CH \$40.00 3144495

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**NOTICE OF RELEASE OF SECURITY INTEREST
AUTHORIZED BY THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "APA") by and between ATSCO Acquisition LLC, a Delaware limited liability company (the "Buyer"), and Montague S. Claybrook, Chapter 7 Trustee for American Remanufacturers, Inc., a Delaware corporation ("ARI"), ARI Holdings, Inc., a Delaware Corporation ("Holdings"), American Driveline, Inc., a Michigan corporation ("ADI"), ATSCO Products, Inc., an Arizona corporation ("ATSCO"), Automotive Caliper Exchange Incorporated, a California corporation ("ACEI"), Car Component Technologies, Inc., a New Hampshire corporation ("CCT"), Klickitat, Inc., a California corporation ("Klickitat"), New ABS Friction, Inc., a Delaware corporation ("ABS"), New Driveline, Inc., a Delaware corporation ("NDI") and Ohio Caliper, Inc., ("OCI", and together with ARI, Holdings, ADI, ATSCO, ACEI, CCT, Klickitat, ABS and NDI, collectively, the Companies) (the "Seller") in his capacity as trustee appointed under Chapter 7 of Title 11 of the United States Code for the District of Delaware (the "Debtor"), a trustee in the Chapter 7 case administered under Case No. 05-20022 in the United States Bankruptcy Court for the District of Delaware, dated as of December 14, 2005, the Seller agreed to assign, among other assets, all intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto and rights to protection of interests therein, patents, trademarks, trade names, service marks, logos, designs, drawings, formulae and copyrights of ATSCO, including without limitation U.S. Registration Number 3144495 for the mark ATSCO (the "Trademark") to the Buyer.

WHEREAS, ATSCO granted on March 22, 2005 a first lien security interest in trademarks to ING Capital LLC ("ING") recorded on April 4, 2005 at Reel/Frame 3058/0081. The Trademark Security Agreement in which a security interest was granted is attached hereto as Exhibit A.

WHEREAS, ING assigned on June 15, 2005 its security interest to Black Diamond Commercial Finance LLC ("Black Diamond") recorded on July 22, 2005 at Reel/Frame 3128/0621. The Resignation of Agent and Appointment of Successor Agent in which ING's security interest in trademarks was assigned to Black Diamond is attached hereto as Exhibit B.

WHEREAS, ATSCO granted on March 22, 2005 a second lien security interest in trademarks to DDJ Capital Management, LLC ("DDJ") recorded on April 6, 2005 at Reel/Frame 3060/0946. The Trademark Security Agreement in which a security interest was granted is attached hereto as Exhibit C.

WHEREAS, the United States Bankruptcy Court for the District of Delaware authorized the release of the security interest in and continuing lien on the Trademark from Black Diamond and DDJ to the Debtor listed above as of December 16, 2005 as authorized on December 16, 2005 by The United States Bankruptcy Court for the District of Delaware approving the Order authorizing Debtor to sell assets free and clear of liens, claims, interests and encumbrances to Buyer in accordance with the APA. A copy of the signed Order is enclosed under Exhibit D.

NOW, THEREFORE, the owner of the Trademark affected by the security interest is submitting this notice with the Order attached to provide evidence that the security interests have been released.

IN WITNESS WHEREOF, the undersigned, declares that he/she is properly authorized to execute this document on behalf of the owner, and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

BBB INDUSTRIES, LLC


By: 
Name: STEVEN B. MARSHALL
Title: GENERAL COUNSEL

Exhibit A

Trademark Security Agreement (First Lien)

DOC ID - 28698687.3

TRADEMARK
REEL: 006396 FRAME: 0736

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATSCO PRODUCTS, INC.		03/22/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	ING Capital LLC, as agent		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78583724	ATSCO	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127017237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	190 S. LaSalle St.		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:		Christoher Dore	
Signature:		/Christopher Dore/	
Date:		04/04/2005	

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Credit Agreement (First Lien))

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2005 (this "Agreement"), is made between ATSCO PRODUCTS, INC., an Arizona corporation (the "Grantor"), in favor of ING Capital LLC, as agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of March 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among ARI Holdings, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders, the Agent and Jefferies & Company, Inc., as Arranger, the Lenders and the L/C Issuers have extended Commitments to make Loans to the Borrower and to incur Letter of Credit Obligations;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation or expansion of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

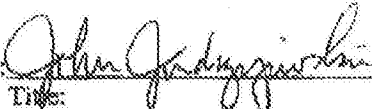
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ATSCO PRODUCTS, INC.

By: 
Title: _____

ING CAPITAL LLC,
as Agent

By: _____
Title: _____

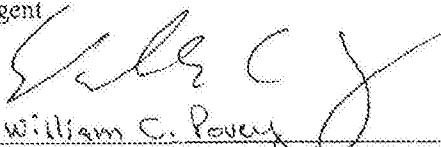
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ATSCO PRODUCTS, INC.

By: _____
Title:

ING CAPITAL LLC,
as Agent


By: William C. Povey
Title: Managing Director

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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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USA	ATSCO	78/583,724	March 9, 2005
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date (non-binding)</u>
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None.

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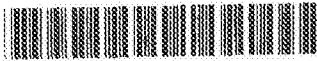
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Exhibit B

Assignment of Trademark Security Agreement (First Lien)

07-26-2005



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7-22-05

1. Name of conveying party(ies):

ING Capital LLC, as Resigning Agent

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) June 15, 2005

- Assignment
- Security Agreement
- Other Assignment of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Black Diamond Commercial Finance LLC, as Agent

Internal Address: _____

Address: _____

Street Address: 100 Field Drive

City: Lake Forest

State: Illinois

Country: USA Zip: 60045

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LL Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elizabeth Burns

Signature

July 20, 2005

Date

Elizabeth J. Burns

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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02 FC:8522 150.00 0P
03 FC:8524 120.00 0P

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AMERICAN REMANUFACTURERS, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ARI Name	2,458,473	June 5, 2001
USA	ARI Logo	2,458,472	June 5, 2001
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	CCQ Technology	78/279,157	July 25, 2003
USA	CCQ	78/283,004	August 4, 2003

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR CAR COMPONENT TECHNOLOGIES, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	CCT Name	2,320,337	February 22, 2000
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AUTOMOTIVE CALIPER EXCHANGE INCORPORATED

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	RoadProven	2,585,579	June 25, 2002
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>

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TRADEMARK
REEL: 006396 FRAME: 0749

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR ATSCO PRODUCTS

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	ATSCO	78/583,724	March 9, 2005

RESIGNATION OF AGENT
AND
APPOINTMENT OF SUCCESSOR AGENT

WHEREAS, ARI HOLDINGS, INC., a Delaware corporation (the "Borrower"), ING CAPITAL LLC ("ING"), in its capacity as Agent (in such capacity, "Agent"), the other Persons party thereto as Credit Parties and other Persons party thereto as Lenders have entered into that certain Credit Agreement (First Lien) dated as of March 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Credit Agreement);

WHEREAS, ING desires to resign as Agent, and the Requisite Lenders desire to appoint Black Diamond Commercial Finance, LLC ("Black Diamond") as successor Agent pursuant to Section 9.7 of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the parties hereto agree as follows:

1. RESIGNATION OF ING AS AGENT

Pursuant to Section 9.7 of the Credit Agreement, ING hereby resigns as Agent effective June 15, 2005, and hereby gives notice to the Lenders and the Borrower of its resignation as Agent. The Requisite Lenders and the Borrower hereby waive the requirement set forth in Section 9.7 of the Credit Agreement that the foregoing notice be given thirty (30) days prior to the effectiveness of such resignation.

2. APPOINTMENT OF SUCCESSOR AGENT

Pursuant to Section 9.7 of the Credit Agreement, the Requisite Lenders hereby appoint Black Diamond as successor Agent under the Credit Agreement, and Black Diamond hereby accepts such appoint as successor Agent. The Borrower hereby approves the foregoing appointment of Black Diamond as successor Agent under the Credit Agreement.

3. RESIGNING AGENT AND SUCCESSOR AGENT

Black Diamond, as successor Agent under the Credit Agreement, shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning Agent hereunder. ING, as resigning Agent hereunder, shall be discharged from its duties and obligations under the Credit Agreement and the other Loan Documents, except that any indemnity rights or other rights in favor of ING as Agent shall continue. The provisions of Section 9 of the Credit Agreement shall continue to inure to the benefit of ING, as Agent, as to any actions taken or omitted to be taken by it while it was Agent under the Credit Agreement and the other Loan Documents. Each of the parties hereto agree (i) to execute (at the Borrower's reasonable expense) all documents Black Diamond reasonably believes are necessary or desirable to evidence its appointment as the successor Agent or to properly transfer, assign or convey the Collateral and maintain its first priority perfected security interest in the Collateral

(the "Transfer Documents") and (ii) that Black Diamond shall have no liability for any actions taken or omitted to be taken by ING.

4. ASSIGNMENT OF LIENS; COLLATERAL AGENT

(a) ING, as the Agent, hereby assigns all Liens and security interests under the Credit Agreement and the other Loan Documents to Black Diamond, as the Agent, including, without limitation, all Liens with respect to intellectual property filed with the United States Patent and Trademark Office and the United States Copyright Office. Notwithstanding anything to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed.

(b) Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, ING hereby agrees, to the extent that any Lien is not effectively assigned to Black Diamond as of the date hereof, to act, at the reasonable cost and expense of the Borrower, as the collateral agent for Black Diamond, as agent with respect to all Liens and security interests under the Credit Agreement and the other Loan Documents for the period beginning on the Effective Date (as hereinafter defined) and ending forty-five (45) days thereafter or such earlier date as Black Diamond may request (it being understood and agreed that any reference to ING on any publicly filed document, to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interests of Black Diamond, shall, with respect to such Liens, constitute a reference to ING as collateral agent of Black Diamond). The parties hereto agree that ING's role as collateral agent shall impose no duties, obligations or liabilities on ING.

5. REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants to each other party hereto that it is legally authorized to enter into this Agreement.

6. PAYMENTS

From and after the Effective Date, the Borrower shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise, but excluding any payments made under any applicable indemnification provision in favor of ING and any payments to ING), to Black Diamond, as the Agent.

7. NO IMPAIRMENT OF RIGHTS OF ING AS L/C ISSUER

Nothing herein shall be construed as a resignation or termination of ING as L/C Issuer in respect of an irrevocable standby Letter of Credit No. G76422 in the amount of \$2,200,902.90, issued for the account of the Borrower on March 22, 2005 for the benefit of General Electric Capital Corporation (the "ING Letter of Credit"), and all obligations of the Borrower and the Revolving Lenders to ING, as L/C Issuer, shall continue and remain under the Credit Agreement in full force and effect with respect to the ING Letter of Credit.

8. EFFECTIVENESS

This Agreement shall not be effective unless and until the date (the "Effective Date") when each of the following conditions shall have been satisfied:

(a) The Agent, the Borrower and the Requisite Lenders shall have delivered to Black Diamond executed counterparts of this Agreement; and

(b) Each of the Credit Parties (other than the Borrower) shall have delivered to Black Diamond an executed counterpart of the Acknowledgment in the form of Exhibit A hereto.

9. FURTHER ASSURANCES

Without limiting its obligations in any way under any of the Loan Documents, the Borrower hereby agrees to deliver such agreements, documents or instruments as Black Diamond deems reasonably necessary to assure the perfection of the Agent's first priority perfected security interest in the Collateral, including the delivery of such documents, agreements, certificates and third party notices as Black Diamond may reasonably request.

10. FEES AND EXPENSES

The Borrower agrees to reimburse ING and Black Diamond on demand for all reasonable out-of-pocket fees, costs and expenses including the reasonable fees, costs and expenses of counsel or other advisors) incurred in connection with the negotiation, preparation, execution and recordation of this agreement and all Transfer Documents.

11. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. APPLICABLE LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

13. COUNTERPARTS

This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument

[signature pages follow]

IN WITNESS WHEREOF, this agreement has been duly executed as of the date first written above.

BORROWER:

ARI HOLDINGS, INC.

By: Ronald A. Seary
Name: Ronald A. Seary
Title: Secretary

ING CAPITAL LLC, as resigning Agent

By: Marilyn Densel Fulton
Name: Marilyn Densel Fulton
Title: Director

5


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1-994 P.002/003 P-284

To: FULTON

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BLACK DIAMOND COMMERCIAL
FINANCE, LLC, as successor Agent

By:  _____

Name:

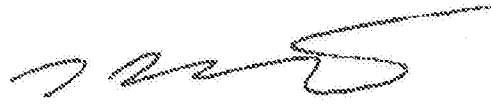
Title: Dalla Al-Othman, Esq.
Managing Director

KC CLO I LIMITED, as a Lender

By: 
Name: Irina Borisova
Title: Assistant Vice President

Commitments:

Term Loan Commitment: \$10,000,000.00



Lincoln Surkin
Vice President
OTC Cashless Support

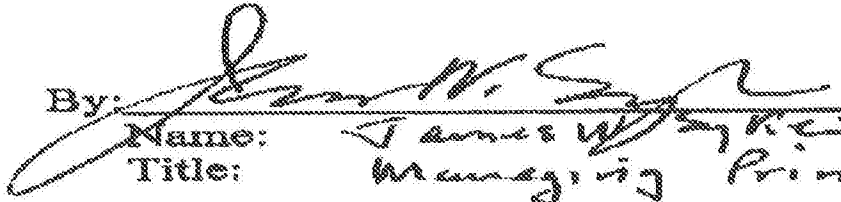
BLACK DIAMOND CLO 2000-1 LTD,
as a Lender

By: 
Name: **Alan Corkish**
Title: **Director**

Commitments:

Term Loan Commitment: \$10,000,000.00

HALCYON STRUCTURED
OPPORTUNITIES FUND, L.P., as a Lender

By: 
Name: James W. Hayes
Title: Managing Principal

Commitments:

Term Loan Commitment: \$6,000,000.00


ORIX FINANCE CORP. I, as a Lender

By: _____
Name:
Title:

Commitments:

Revolving Loan Commitment	\$10,000,000.00
Term Loan Commitment:	\$5,000,000.00

SFS Strategies (Cayman) LP
By: Stanfield Capital Partners LLC
as it's Investment Manager
as a Lender

By: 
Name: _____
Title: **Christopher E. Jansen**
Managing Partner

Commitments:

Term Loan Commitment: \$4,350,000.00

GLADSTONE BUSINESS LOAN LLC,
as a Lender

By: _____

Name:

Title:

Commitments:

Term Loan Commitment: \$4,000,000.00

HFR DS Strategic Opportunity Master Trust
By: Stanfield Capital Partners LLC
as its Manager
, as a Lender

By: _____ 

Name:

Title:

Christopher E. Jansen
Managing Partner

Commitments:

Term Loan Commitment: \$650,000.00

EXHIBIT A

Acknowledgment of Resignation of Agent and Appointment of Successor Agent

The undersigned (i) acknowledges receipt of a copy of the Resignation of Agent and Appointment of Successor Agent dated as of June 15, 2005 (the "Agreement;" capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among The Borrower, ING, the Lenders party thereto, and Black Diamond and (ii) consents to such Agreement and each of the transactions referenced in the Agreement.

AMERICAN REMANUFACTURERS, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

NEW DRIVELINE, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

AMERICAN DRIVELINE, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

OHIO CALIPER, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

AUTOMOTIVE CALIPER EXCHANGE
INCORPORATED

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

KLICKITAT, INC.

By: Ronald A. Seary
Name: Ronald A. Seary
Title: Secretary

ATSCO PRODUCTS, INC.

By: Ronald A. Seary
Name: Ronald A. Seary
Title: Secretary

NEW ABS FRICTION, INC.

By: Ronald A. Seary
Name: Ronald A. Seary
Title: Secretary

CAR COMPONENT TECHNOLOGIES, INC.

By: Ronald A. Seary
Name: Ronald A. Seary
Title: Assistant Secretary

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AMERICAN REMANUFACTURERS, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ARI Name	2,458,473	June 5, 2001
USA	ARI Logo	2,458,472	June 5, 2001
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	CCQ Technology	78/279,157	July 25, 2003
USA	CCQ	78/283,004	August 4, 2003

CH777190.1

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TRADEMARK
REEL: 006396 FRAME: 0766

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR CAR COMPONENT TECHNOLOGIES, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	CCT Name	2,320,337	February 22, 2000
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AUTOMOTIVE CALIPER EXCHANGE INCORPORATED

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	RoadProven	2,585,579	June 25, 2002
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR ATSCO PRODUCTS

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	ATSCO	78/583,724	March 9, 2005

CH777196.1

RECORDED: 07/22/2005

TRADEMARK
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TRADEMARK
REEL: 006396 FRAME: 0769

Exhibit C

Trademark Security Agreement (Second Lien)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATSCO PRODUCTS, INC.		03/22/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	DDJ Capital Management, LLC, as Agent		
Street Address:	141 Linden Street		
Internal Address:	Suite 4		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02482-7910		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78583724	ATSCO	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	190 S. LaSalle St.		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Christopher Dore		
Signature:	/Christopher Dore/		
Date:	04/06/2005		

OP \$40.00 78583724

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Credit Agreement (Second Lien))

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2005 (this "Agreement"), is made by ATSCO PRODUCTS, INC., an Arizona corporation (the "Grantor") in favor of DDJ Capital Management, LLC, as agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement (Second Lien), dated as of March 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among ARI Holdings, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders, the Agent and Jefferies & Company, Inc., as Arranger, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 22, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation or expansion of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by authorized officer as of the date first above written.

ATSCO PRODUCTS, INC.

By: John J. Gaudenzi
Name:
Title:

DDJ CAPITAL MANAGEMENT, LLC,
as Agent

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

17285366


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TRADEMARK
REEL: 006396 FRAME: 0776


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by authorized officer as of the date first above written.

ATSCO PRODUCTS, INC.

By: _____
Name:
Title:

DDJ CAPITAL MANAGEMENT, LLC,
as Agent

By:  _____
Name: Jackson S. Craig
Title: Authorized Signatory

By:  _____
Name: Wendy Schmitter Clayton
Title: Authorized Signatory

17285566

TRADEMARK
REEL: 003060 FRAME: 0952
TRADEMARK
REEL: 006396 FRAME: 0777

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	ATSCO	78/583,724	March 9, 2005

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

17285566

RECORDED: 04/06/2005

TRADEMARK
REEL: 003060 FRAME: 0953
TRADEMARK
REEL: 006396 FRAME: 0778

Exhibit D

Bankruptcy Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 7
AMERICAN REMANUFACTURERS, INC., et al.,	Case No. 05-20022
Debtors.	(Jointly Administrated)

**ORDER APPROVING THE SALE OF ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

This matter coming on to be heard on the Motion for Order (1) Authorizing and scheduling a public auction; (2) Setting auction date and bidding procedures, including deposit requirements; (3) Setting hearing date and objection deadline for approval of the sale of the assets of the debtors free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. § 363; (4) Approving the form of notice of motion for approval of the sale for to interested parties; (5) Approving the assumption and assignment of unexpired leases pursuant to 11 U.S.C. § 365; and (6) Approving the sale of the assets free and clear of Liens, Claims and Encumbrances pursuant to 11 U.S.C. § 363 (the "Motion") filed by Montague S. Claybrook (the "Trustee"), Chapter 7 Trustee for the estates of American Remanufacturers, Inc., ARI Holdings, Inc., American Driveline, Inc., ATSCO Products, Inc., Automotive Caliper Exchange Incorporated, Car Component Technologies, Inc., Klickitat, Inc., New ABS Friction, Inc., New Driveline, Inc. and Ohio Caliper, Inc. (each a "Debtor" and, collectively, the "Debtors"); the Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested therein at a hearing thereon (the "Sale Hearing"); the Court having previously conducted a hearing (the "Preliminary Hearing") and entered an order (the "Bidding Procedures Order") with respect to the bidding procedures (the "Bidding Procedures") and related relief

requested therein; the Court having reviewed the Asset Purchase Agreement dated as of December 14, 2005 (the "Purchase Agreement")¹ between the Trustee and ATSCO Acquisition, LLC, a Delaware limited liability company, or its designee (individually or collectively, the "Purchaser") for the sale of the Acquired Assets (as hereinafter defined) attached hereto as Exhibit A; the Court being fully advised in the premises and having determined that the legal and factual bases set forth in the Motion, at the Preliminary Hearing and at the Sale Hearing establish just cause for the relief herein granted;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of these cases and the motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363(b), (d), (m) and (n) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. Proper, timely, adequate and sufficient notice of the Motion, the Preliminary Hearing, the Sale Hearing, the sale set forth herein (the "Sale"), has been provided in accordance with 11 U.S.C. §§ 105(a), 363 and Bankruptcy Rules 2002, 6004 and 9014 and in compliance with the Bidding Procedures to, among others, (i) the Office of the United States Trustee, (ii) counsel to the Agent to the Prepetition First Lien Lenders, (iii) counsel to the Agent to the Prepetition Second Lien Lenders, (iv) counsel to DDJ Capital Management, LLC, (v) all

¹ Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

entities known to the Trustee to have asserted any lien (as that term is defined in the Bankruptcy Code, "Lien") or claim (as that term is defined in the Bankruptcy Code, "Claim") or other interest or obligation in or upon the Acquired Assets, (vii) all relevant governmental regulatory or taxing authorities and (viii) all other persons and entities entitled to notice under the Bankruptcy Code, the Bankruptcy Rules and/or the local rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). Such notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the Motion, the Preliminary Hearing, Sale Hearing, the Sale or the assumption and assignment of the Assumed Contracts set forth herein is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Preliminary Hearing and the Sale Hearing and (ii) the representations of counsel made on the record at the Preliminary Hearing and the Sale Hearing, the Trustee has conducted the sale process in compliance with the Bidding Procedures.

E. No consents or approvals, other than those expressly provided for in the Purchase Agreement or expressly set forth herein, are required for the Trustee to consummate the Sale.

F. Approval of the Purchase Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

G. The Trustee has demonstrated both (i) good, sufficient, and sound business judgment and justification and (ii) compelling circumstances for the sale pursuant to 11 U.S.C. § 363(b).

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including, without limitation, the persons and entities identified in Paragraph C.

I. The Purchase Agreement was negotiated, proposed and entered into by the Trustee and Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Trustee nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the Sale to be avoided under 11 U.S.C. § 363(n).

J. The Purchaser is acting, with respect to the Purchase Agreement, the transactions contemplated thereby, and this Order, as a good faith purchaser, as that term is used in the Bankruptcy Code and is, accordingly, entitled to the protections set forth in section 363(m) of the Bankruptcy Code. Purchaser's good faith has been demonstrated by, among other things, testimony and/or other evidence adduced or proffered at the Sale Hearing demonstrating that (i) Purchaser is not an "insider" or "affiliate" (as each of those terms is set forth in the Bankruptcy Code) or related party of the Trustee, any Debtor or any of its affiliates or subsidiaries or of any of the Trustee's or any Debtor's advisers; provided, however that Dale Eaton, the sole member of the Purchaser, was the former president of ATSCO Products, Inc., (ii) the Purchase Agreement is the result of substantial arms' length negotiations between the Purchaser, the Trustee and their respective advisers, without any collusion, (iii) no payments, other than the downpayment deposit, have been made by Purchaser in connection with its bid and (iv) neither the Trustee nor the Purchaser have engaged in any conduct that would permit the Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

K. The consideration provided by the Purchaser for the assets to be purchased pursuant to the Purchase Agreement (the "Acquired Assets") (i) is fair and reasonable, (ii) is the

highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

L. The Sale must be approved and consummated promptly in order to preserve the viability of the Acquired Assets as a going concern.

M. The transfer of the Acquired Assets to the Purchaser will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Purchaser with all right, title, and interest in and to the Acquired Assets free and clear of all Liens, Claims, encumbrances, causes of action, counterclaims, defenses, judgments, demands, defects, options, mortgages, security interests, pledges, recoupment rights, rights of set off, rights of deduction, restrictions, limitations, charges, reclamation claims and all other interests ("Encumbrances"), including, without limitation, free and clear of all Encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, right of first offer, or termination of the Debtors' or the Trustee's or the Purchaser's interest in the Acquired Assets, or any similar rights and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the business prior to the date of the closing of the Sale (the "Closing Date").

N. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Acquired Assets to the Purchaser were not free and clear of all Encumbrances of any kind or nature whatsoever (except those expressly

assumed by the Purchaser in the Purchase Agreement; such assumed interests, the "Surviving Obligations"), or if the Purchaser would, or in the future could, be liable for any of the Encumbrances.

O. The Trustee may sell the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those nondebtor parties with interests in the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to 11 U.S.C. §§ 363(f)(2) and 365. Those nondebtor parties with interests in the Debtors' Acquired Assets who did object fall within one or more of the other subsections of 11 U.S.C. §§ 363(f) and 365 and either are not entitled to adequate protection or are adequately protected by having their interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an interest.

P. Except for the Surviving Obligations, the transfer of the Acquired Assets to the Purchaser and assumption and assignment to the Purchaser of the Assumed Contracts will not subject the Purchaser to any liability whatsoever with respect to the operation of the business prior to the Closing Date, including, without limitation, any liability arising from (i) any employment or labor agreements, consulting agreements, severance arrangements, change in control agreements or other similar agreements to which any Debtor is or was a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and

programs and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environment liabilities, debts, claims or obligations which may be asserted on any basis including without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, (vi) any bulk sales or similar law, (vii) any litigation by or against the Debtors and (viii) the laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including without limitation, any theory of equitable law, including, without limitation any theory of antitrust or successor or transferee liability. For avoidance of doubt, the liabilities set forth in this paragraph P are Encumbrances for all purposes herein. The Purchaser is not and shall not be deemed to be a "successor" (or other such similarly situated party) of or to the Debtors or the Trustee for any purpose.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND

DECREED THAT:

General Provisions

1. The Motion is granted on the terms and conditions set forth herein.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

Approval of the Purchase Agreement

3. The Purchase Agreement between the Trustee and the Purchaser, attached hereto as Exhibit A, and all of the terms and conditions thereof, is hereby approved.

4. Pursuant to 11 U.S.C. § 363(b), the Debtors and the Trustee are authorized and directed to consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

5. The Trustee is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

Transfer of Acquired Assets

6. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Acquired Assets shall be transferred to the Purchaser, and upon consummation of the Purchase Agreement (the "Closing") shall be, free and clear of all Encumbrances, other than the Surviving Obligations, with all such Encumbrances of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

7. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' former business prior to the Closing Date, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' interests.

8. The transfer of the Acquired Assets to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors and the Trustee in and to the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever.

9. The Encumbrances shall attach to the proceeds of the sale (the "Proceeds") described herein, in the order of priority, with the same validity, force and effect which they now have, if any, as against the Assets as provided under applicable non-bankruptcy law, as such law may be modified by the Bankruptcy Code and/or by any order of the Court in this case.

Other Provisions

10. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its

interests in the Acquired Assets, if any, as such interests may have been recorded or may otherwise exist.

11. This Order (a) shall be effective as a determination that, on the Closing Date, all interests of any kind or nature whatsoever existing with respect to the Debtors or the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

12. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing interests with respect to the Debtors or the Acquired Assets shall not have delivered to the Trustee prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Trustee or the Acquired Assets or otherwise, then (a) the Purchaser is hereby

authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all interests in the Acquired Assets of any kind or nature whatsoever.

14. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to provide access to, and surrender possession of, the Acquired Assets to the Purchaser on and after the Closing Date.

15. All cash proceeds of the Sale shall be remitted by the Trustee directly to Black Diamond Commercial Finance, LLC ("Black Diamond"), as agent for the post-petition lenders and pre-petition first lien lenders, for application by Black Diamond in accordance with applicable orders of this Court, except as set forth in other Orders of this Court.

16. Except for the Surviving Obligations, the Purchaser shall have no liability or responsibility for (a) any liability or other obligation of the Debtors or Trustee arising under or related to the Acquired Assets or (b) any Encumbrances. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Purchase Agreement, the Purchaser shall not be liable for any claims against the Trustee, Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Trustee or Debtors or any obligations of the Trustee or Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the business prior to the Closing Date.

17. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any interest against or in the Debtors or the Acquired Assets of any kind or nature whatsoever, including, without limitation, any liability or obligation set forth in Paragraph P hereof. Except for the Surviving Obligations, the sale, transfer, assignment and delivery of the Acquired Assets shall not be subject to any Encumbrances, and Encumbrances of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors and their estates. Except for persons holding Surviving Obligations, all persons holding interests against or in the Debtors or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such interests of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, or the Acquired Assets with respect to any interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Trustee, Debtors, their estates, officers, directors, shareholders, or the Acquired Assets. Following the Closing Date, no holder of an Encumbrance on the Debtors or the Acquired Assets, nor any party asserting such an Encumbrance, shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such interest, or any actions that the Trustee may take in the chapter 7 cases.

18. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchaser, (b) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, (c) interpret, implement, and enforce the provisions of this

Order, and (d) protect the Purchaser against any interests in the Debtors, their estates or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

19. Nothing contained in any order of this Court shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order without the consent of the Purchaser.

20. The transfer of the Acquired Assets pursuant to the Sale shall not subject the Purchaser to any liability (other than the Surviving Obligations) with respect to the operation of the business or use of any Acquired Assets prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

21. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

22. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Trustee, the Debtors, their estates, and their creditors, the Purchaser, and their respective affiliates, successors and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to,

all persons asserting Encumbrances on the Acquired Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

23. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

24. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

25. All amounts that become payable by the Trustee or one or more of the Debtors to the Purchaser pursuant to the terms of the Purchase Agreement or pursuant to any Claim made by Purchaser against the Trustee or any of the Debtors with respect to the Purchase Agreement shall (i) constitute allowed administrative expenses under section 503(b)(1) and 507(a)(1) of the Bankruptcy Code and (ii) be payable without further order of the Court. The Purchaser shall not be required to file any proof of claim with respect to any such amount.

26. As provided by Bankruptcy Rules 7062 and 9014, this Order shall be effective and enforceable immediately upon signing and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h), which stay is hereby lifted. Time is of the essence in closing the transaction and the Trustee and the Purchaser intend to close the Sale as

soon as possible. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

27. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

Dated: Dec 16, 2005
Wilmington, Delaware


UNITED STATES BANKRUPTCY JUDGE

Exhibit A to Sale Order

Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of December 14, 2005, is hereby entered into by and between ATSCO Acquisition LLC, a Delaware limited liability company, or its designee, acceptable to Seller, ("Buyer"), and Montague S. Claybrook, Chapter 7 Trustee for American Remanufacturers, Inc., a Delaware corporation ("ARI"), ARI Holdings, Inc., a Delaware corporation ("Holdings"), American Driveline, Inc. a Michigan corporation ("ADI"), ATSCO Products, Inc., an Arizona corporation ("ATSCO"), Automotive Caliper Exchange Incorporated, a California corporation ("ACEI"), Car Component Technologies, Inc., a New Hampshire corporation ("CCT"), Klickitat, Inc., a California corporation ("Klickitat"), New ABS Friction, Inc., a Delaware corporation ("ABS"), New Driveline, Inc., a Delaware corporation ("NDI") and Ohio Caliper, Inc. ("OCI", and together with ARI, Holdings, ADI, ATSCO, ACEI, CCT, Klickitat, ABS and NDI, the "Companies") ("Seller").

RECITALS:

WHEREAS, Holdings, ADI, ATSCO, ACEI, CCT, Klickitat, ABS, NDI and OCI are direct or indirect wholly-owned subsidiaries of ARI;

WHEREAS, on November 7, 2005 ("Petition Date"), the Companies filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on November 17, 2005, the Bankruptcy Court entered an order converting the cases to Chapter 7 cases under the Bankruptcy Code effective November 18, 2005, with Seller as interim Chapter 7 trustee;

WHEREAS, Buyer desires to purchase certain assets of the Companies from Seller, and Seller desires to sell, convey, assign, and transfer to Buyer such assets pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Assets will be sold pursuant to the terms of this Agreement and an order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code and the assumption and assignment of certain Executory Contracts (as hereinafter defined) under Section 365 of the Bankruptcy Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

DEFINITIONS

1.1 **Defined Terms.** As used herein, the terms below shall have the following meanings:

"Acquired Facilities" shall mean the Arizona Facility and the Assets related to which are being acquired pursuant to this Agreement.

"Affiliate" shall have the same meaning as in the Bankruptcy Code.

"Arizona Facility" shall mean the facility of the Companies located at 4525 North 43rd Avenue, Phoenix, Arizona 85031.

"Assets" shall mean, other than the Excluded Assets, all right, title and interest that Seller possesses and has the right to transfer, in and to the Business, the properties, assets and rights of any and every kind, whether tangible or intangible, real or personal, related to each of the Acquired Facilities, including, without limitation, the following:

(a) all machinery, equipment, fixtures, furnishings, trade fixtures, storage racks, tools, dies and furniture and other similar items of personal property related to each of the Acquired Facilities;

(b) all inventory related to each of the Acquired Facilities including finished goods power steering inventory of ~~off facilities~~ the Arizona Facility

(c) all office supplies, production supplies, spare parts, other miscellaneous supplies, and other tangible property of any kind related to each of the Acquired Facilities, wherever located, including, without limitation, all property of any kind located in any building, warehouse, office or other space leased, owned, occupied or used in connection with the Real Estate; *ATSCO Acquisition*
ALL BY
[Signature]

(d) all prepayments and prepaid expenses related to the Acquired Facilities;

(e) all lists, records and other information pertaining to accounts, personnel and referral sources, all lists and records pertaining to suppliers and customers, and all Books and Records of every kind related to the Acquired Facilities, unless specifically excluded;

(f) all computers and software related to the Acquired Facilities;

(g) all rights existing under the Assumed Executory Contracts related to the Acquired Facilities;

(h) all rights existing under the Unexpired Leases (as hereinafter defined) related to the Acquired Facilities;

- (i) all telephone numbers related to the Acquired Facilities;
- (j) all intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto and rights to protection of interests therein, patents, trademarks, trade names, service marks, logos, designs, drawings, formulae and copyrights of ATSCO.

"Assumed Executory Contracts" shall mean the Executory Contracts relating to the Acquired Facilities set forth on the Assumed Executory Contracts Schedule attached hereto.

"Assumed Liabilities" shall mean (a) all liabilities under the Assumed Executory Contracts and Assumed Unexpired Leases relating to the Acquired Facilities accruing on or after the Closing Date; (b) all liabilities for damages to third parties or their property arising out of the sale of the Inventory or the performance or operation of the Business by Buyer on or after the Closing Date; and (c) all liabilities in respect of product warranties and returned products arising as of the sale of the Inventory or the performance and operation of the Business by Buyer on or after the Closing Date.

"Books and Records" shall mean all books and records of the Companies relating to the Acquired Facilities of any and every kind, including, without limitation, CD, compact disk lists, ledgers, files, reports, plans, drawings and operating records of every kind, pertaining to the Assets, customers, suppliers, distributors or Personnel, disk or tape files, printouts, runs or other computer-prepared information and all computer programs required to access, and the equipment containing, all such computer-based information, product, business and marketing plans and sales, maintenance and production records, excluding only corporate books and records of the type described in the definition of Excluded Assets.

"Business" shall mean the activities carried on by the Companies at the Acquired Facilities for the sale and distribution of remanufactured and rebuilt automobile parts.

"Business Day" shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"California Facility" shall mean the facility of the Companies located at 1650 North Kraemer Boulevard, Anaheim, California 92806.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Cure Amount Reduction" the amount by which the aggregate of all cure amounts for Assumed Executory Contracts and Unexpired Leases determined by the Bankruptcy Court exceeds the sum of \$500,000 plus the amounts set forth in the Cure Motion; provided, however, that the "Cure Amount Reduction" shall not be less than zero.

"Encumbrances" shall mean any mortgages, pledges, liens, statutory liens, claims, causes of action, choses in action, rights of recovery, rights of set-off, rights of recoupment, charges, security interests, conditional and installment sale agreements, options, activity and use limitations, easements, rights of way, deed restrictions, encumbrances and charges of any kind relating to the Assets or Business.

"Excluded Assets" shall mean (a) all causes of action, choses in action and rights of recovery (other than those arising in the collection of accounts receivable and other business claims) for avoidance actions of the Companies under Chapter 5 of the Bankruptcy Code; (b) tax refunds and tax attributes; (c) the corporate charter, seals, minute books, stock transfer books and other documents relating solely to the organization, maintenance and existence of the Companies as corporations; (d) all Executory Contracts which are not Assumed Executory Contracts or Unexpired Leases; (e) any rights of Seller under this Agreement and any other agreements or instruments relating to the sale or transfer of any of the Assets; (f) all of the Companies' rights in its foreign non-debtor subsidiaries (ARI Holdings Canada Corp. ABS Friction Corp. and ABS On Time Logistics Corp. (collectively, the "Canadian Companies")) and any other interests of the Companies in the business and operations of the Guelph, Ontario Canada facility; (g) any intercompany debt owed by any of the Companies or any of the Canadian Companies to any of the Companies; (h) all cash and cash equivalents (including non-marketable securities and short term investments); (i) all books and records relating to the foregoing; (j) employee records and information that the Americans With Disabilities Act prohibits Seller from disclosing to Buyer; (k) all claims against third parties related to the foregoing; and (l) all trade and other accounts receivable related to each of the Acquired Facilities (the "Receivables").

"Executory Contracts" shall mean all oral or written contracts, agreements, leases, subleases, licenses, Permits, distribution arrangements, sales and purchase agreements, and purchase and sale orders to which any of the Companies is a party.

"Facilities" shall mean the Arizona Facility, the California Facility, the New Hampshire Facility and the Ohio Facility.

"Inventory" shall mean (a) all stock in trade, merchandise, goods, supplies and other products owned by the Companies relating to the Acquired Facilities for resale or lease in the ordinary course of business to its customers or otherwise under the control of the Companies or carried on the books of the Companies for the exclusive use by the Companies relating to the Acquired Facilities, and (b) all of the raw materials, work-in-process, finished products, wrapping, supply and packaging items, promotional materials and similar items of the Companies relating to the Acquired Facilities.

"Liabilities" shall mean all liabilities and obligations of the Companies whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

"New Hampshire Facility" shall mean the facility of the Companies located at 10 Iron Horse Drive, Bedford, New Hampshire 03110.

"Ohio Facility" shall mean the facility of the Companies located at 4566 Spring Road, Independence, Ohio 44131.

"Permits" shall mean all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, or notifications to, any governmental authority, whether foreign, federal, state or local, necessary for the past or present conduct or operation of the Business.

"Person" shall mean any individual, corporation, partnership, limited liability company, trust, association, joint venture or other entity of any kind whatsoever.

"Personnel" shall mean all directors, officers and employees of the Companies.

"Real Estate" means all of the Companies' leasehold estate interests of real property relating to the Facilities and all tenant improvements and fixtures located therein and all easements, licenses, rights of way, permits and all appurtenances to such leased property.

"Representative" shall mean any attorney, accountant, agent, consultant or other representative.

"Sale Approval Order" shall mean an order of the Bankruptcy Court, certified by the clerk of the Bankruptcy Court as a true and correct copy of such order, reasonably satisfactory in form and substance to Buyer, Seller and their respective counsel, approving this Agreement and the transactions contemplated herein, entered after a hearing conducted with adequate notice given relating to the sale of the Assets and the assumption and assignment of the Assumed Executory Contracts and Unexpired Leases.

"Subsidiary" shall mean any Person in which Buyer, directly or indirectly through Subsidiaries or otherwise, beneficially owns more than fifty percent (50%) of either the equity interests in, or the voting control of such Person.

"Taxes" means all taxes, charges, fees, levies, penalties or other assessments imposed by any governmental entity or political subdivision thereof, including, but not limited to, income, excise, property, sales, use, transfer, franchise, payroll, windfall or other profits, alternative minimum, gross receipts, intangibles, capital stock, estimated, employment, unemployment compensation or net worth, ad valorem, stamp, value added or gains taxes, registration and documentation fees, custom duties, tariffs and similar charges, withholding, social security or other taxes (including any fee, assessment or other charge in the nature of or in lieu of any tax), including any interest, penalties or additions attributable thereto.

"Unexpired Leases" shall mean the Executory Contracts entered into by the Companies to lease the Real Estate relating to the Acquired Facilities or to lease vehicles.

equipment or other personal property relating to the Acquired Facilities that are set forth on the Assumed Unexpired Leases Schedule attached hereto.

ARTICLE II

PURCHASE AND SALE AGREEMENT

2.1 Transfer of Assets. Upon the terms and subject to the conditions and provisions contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall acquire and accept from Seller, the Assets relating to the Acquired Facilities free and clear of all liens, claims and Encumbrances.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Assets relating to the Acquired Facilities transferred pursuant to this Agreement shall not include and Seller shall retain all its rights, title and interests in and to, and shall not sell, transfer, assign and deliver to Buyer, any of the Excluded Assets.

2.3 Assumed Liabilities. At the Closing, Buyer shall assume and have sole responsibility for the Assumed Liabilities.

2.4 Excluded Liabilities. Notwithstanding any other terms, provisions and conditions of this Agreement, Buyer shall not assume, or otherwise be responsible or liable for or obligated with respect to, any Liabilities or obligations of the Companies, whether actual or contingent, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of occurrences prior to the Closing Date, unless such liability or obligation constitutes Assumed Liabilities.

2.5 Assumed Executory Contracts and Unexpired Leases. Prior to the auction of the Assets, Seller filed with the Court and served on all non-debtor parties to all Executory Contracts a motion listing all Executory Contracts and Seller's estimate of cure costs with respect to each such Executory Contract (the "Cure Motion"). Non-debtor parties to Executory Contracts were provided with the opportunity to object to the proposed cure amounts in the Cure Motion, absent which, payment of such cure amounts would constitute a cure of all defaults under such Executory Contracts. If any non-debtor party to an Executory Contract constituting an Assumed Executory Contract or Unexpired Lease to be assumed and assigned hereunder objects to the cure amount set forth in the Cure Motion, the Court shall determine the proper cure amount at a hearing on the Cure Motion, which will take place prior to Closing. At the Closing, Buyer shall assume and undertake to pay, perform and discharge when due or required to be performed all of the Companies' obligations under the Assumed Executory Contracts and Unexpired Leases relating to the Acquired Facilities and all liabilities related thereto. If there exists on the Closing Date any default in such Assumed Executory Contracts or Unexpired Leases, in addition to the Purchase Price, Buyer shall be responsible to pay directly to the non-debtor party to each Assumed Executory Contract and Unexpired Lease, the cure amount set forth in the order of the Bankruptcy Court granting the Cure Motion as a condition to the assumption and assignment of such contract or lease.

2.6 Purchase Price. Upon the terms and subject to the conditions set forth herein, Buyer shall pay to Seller for the sale, transfer, assignment, conveyance and delivery of the Assets: \$1,600,000.00 less the Cure Amount Reduction, if any (the "Purchase Price"). The Purchase Price shall be paid as follows: (a) a refundable down payment of ten percent (10%) of the cash Purchase Price (\$160,000.00), via checks which shall be payable to Montague S. Claybrook, as Chapter 7 Trustee for American Remanufacturers, Inc., et al., and shall be delivered upon execution of this Agreement by all parties, to be refunded to Buyer upon Seller's failure to achieve any or all conditions precedent to Closing set forth in Article VIII herein by the dates specified herein (as applicable) and to be forfeited as liquidated damages by Buyer in the event all conditions precedent set forth in Article VIII are satisfied but Buyer is unable or unwilling to proceed to Closing as specified herein; and (b) the balance of the Purchase Price will be paid at Closing by wire transfer of immediately available funds (to an account designated by Seller at or before the Closing).

2.7 Allocation of the Purchase Price. Within 90 days after the Closing, the Buyer shall deliver to the Seller an allocation of the Purchase Price among the Transferred Assets (the "Allocation"). Such Allocation shall become part of this Agreement for all purposes. Seller and Buyer agree to report, pursuant to Section 1060 of the Code and the regulations promulgated thereunder, if and when required, the Allocation of the Purchase Price, as adjusted, in a manner entirely consistent with such Allocation in the preparation and filing of all Tax Returns (including IRS form 8594). Neither Seller nor Buyer will take any action that would call into question the bona fide nature of such Allocation; and neither party shall take any position for Tax purposes which is inconsistent with such Allocation, unless required to do so under applicable law. Notwithstanding the foregoing, the Allocation shall not be binding upon any person or entity that is not a party to this Agreement.

ARTICLE III

CLOSING

3.1 Closing. Upon the terms and conditions set forth herein and in the Sale Approval Order, the closing of the transactions contemplated herein (the "Closing") shall be held at 10:00 a.m. at the offices of Fox Rothschild LLP, 2000 Market Street, Tenth Floor, Philadelphia, Pennsylvania 19103 on or prior to January 16, 2006 or such other date as may be mutually agreeable to Buyer and Seller. The date on which the Closing occurs in accordance with the previous sentence is referred to as the "Closing Date."

3.2 Conveyances at Closing. At the Closing, and in connection with effecting and consummating the Closing, including, without limitation, the sale and purchase of the Assets and the delivery of the Purchase Price, Seller and Buyer shall, on the Closing Date, deliver (or cause to be delivered) the following:

- (a) Instruments and Possession. Seller shall deliver to Buyer:

(i) one or more bills of sale conveying all of the Assets relating to the Acquired Facilities, substantially in the form attached hereto as Exhibit A;

(ii) a copy of the Sale Approval Order; and

(iii) all Books and Records and other tangible Assets owned by or in the possession of the Companies relating to the Acquired Facilities (excluding any such items that are Excluded Assets).

(b) Additional Deliveries. After the Closing Date, Seller shall deliver to Buyer such other instruments as shall be reasonably requested by Buyer to vest in Buyer title in and to the Assets relating to the Acquired Facilities in accordance with the provisions hereof.

(c) Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer and Seller.

(d) Payment of the Purchase Price. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, in consideration of the aforesaid sale, assignment, conveyance, transfer and delivery of the Assets relating to the Acquired Facilities, Buyer will pay or cause to be paid to Seller at the Closing, the Purchase Price set forth in Section 2.6(b) by wire transfer of immediately available funds.

3.3 Transaction Expenses. Except as expressly provided herein, each party shall bear its own costs and expenses, including attorney, accountant and other consultant fees, in connection with the execution and negotiation of this Agreement and the consummation of the transactions contemplated hereby.

3.4 Other Closing Matters. Each of the parties shall use their reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statement contained in this Article IV are correct and complete as of the date of this Agreement, subject to the entry of the Sale Approval Order by the Bankruptcy Court.

4.1 Organization and Authorization of Seller. Each of the Companies is duly organized, validly existing and in good standing under the laws of the state of its organization. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against him in accordance

with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)). Each agreement or instrument which has been or shall be entered into or executed and delivered by Seller in connection with the transactions contemplated hereby has been (or will be) duly authorized, executed and delivered by Seller, and is (or will be when authorized, executed and delivered) a valid and binding obligation of Seller, enforceable against him in accordance with its terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

4.2 No Violation. The execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of the Articles or Certificate of Incorporation or Bylaws of any the Companies or (b) conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to the Companies or by which the Assets are bound or affected.

4.3 Governmental Consents and Approvals. Except for the Sale Approval Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state, local or foreign governmental or regulatory authority is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

4.4 Assets. Except as set forth on the attached Assumed Executory Contracts Schedule and the attached Unexpired Leases Schedule, Seller has (or will have as of the Closing pursuant to Section 363 of the Bankruptcy Code) good title to, or a valid leasehold interest in, the Assets, free and clear of all liens, claims and Encumbrances.

4.5 Disclaimer of other Representations and Warranties. Except as expressly set forth in this Article IV, Seller makes no representation or warranty, express or implied, at law or in equity, in respect of any of the Assets or any liabilities or operations of the Companies, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed. Buyer hereby acknowledges and agrees that Buyer is purchasing the Assets relating to the Acquired Facilities on an "as-is, where-is" basis. Without limiting the generality of the foregoing, Seller makes no representation or warranty regarding any assets other than the Assets and none shall be implied at law or in equity. Buyer acknowledges that it has not relied upon any oral statements made by or on behalf of Seller or any Company or on any written statements made by or on behalf of Seller or any Company other than as set forth in this Agreement, and Buyer hereby waives any right to claim reliance on any such statements.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are correct and complete as of the date of this Agreement.

5.1 Organization of Buyer. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Authorization. Buyer has all necessary limited liability company power and authority to enter into this Agreement and has taken all limited liability company action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other limited liability company proceedings on the part of Buyer are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)). Each agreement or instrument which has been or shall be entered into or executed and delivered by Buyer in connection with the transactions contemplated hereby has been (or will be) duly authorized, executed and delivered by Buyer, and is (or will be when authorized, executed and delivered) a valid and binding obligation of Buyer, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

5.3 Governmental Consents and Approvals. Other than the Sale Approval Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

5.4 No Violation. The execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of any organizational documents of Buyer or (b) conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Buyer or by which the property or assets of Buyer are bound or affected.

5.5 Financial Capacity. Buyer has sufficient financial resources to consummate the transactions contemplated herein.

ARTICLE VI

ADDITIONAL COVENANTS

Seller and Buyer covenant and agree with each other that from the date hereof through the Closing:

6.1 Maintenance of Assets Prior to Closing. Seller (a) shall maintain the Assets relating to the Acquired Facilities in their current state of repair, excepting normal wear and tear and (b) shall maintain the insurance covering the Assets relating to the Acquired Facilities in effect on the date hereof.

6.2 Investigation by Buyer. Seller shall allow Buyer and its Representatives to inspect and make copies of contracts, Books and Records and all other documents and information reasonably requested by Buyer and related to the operations and Business of the Acquired Facilities. Seller shall make available to Buyer promptly upon reasonable request all additional documents and information with respect to the Acquired Facilities.

6.3 Consents and Reasonable Efforts. Each of the parties hereto covenants and agrees, upon the terms and subject to the conditions contained herein, to pursue diligently and in good faith and use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated hereby.

ARTICLE VII

CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to sell the Assets relating to the Acquired Facilities and to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Seller in accordance with Section 9.6:

7.1 Entry of Sale Approval Order. The Sale Approval Order shall have been entered by the Bankruptcy Court and shall not have been stayed.

7.2 Litigation. There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

7.3 Covenants and Representations. Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by Buyer prior to or at the Closing Date, and the representations and warranties of Buyer

made in Article V shall be true and correct in all material respects as of the Closing Date as if made on such date.

7.4 Deliveries. On or prior to the Closing Date, Buyer shall have delivered to Seller all of the following:

- (i) a certificate from Buyer in the form attached hereto as Exhibit B, dated the Closing Date, stating that the conditions specified in Section 7.3 has been satisfied;
- (ii) copies of the organizational documents and resolutions of the member of Buyer approving the transactions contemplated by this Agreement certified by the Secretary of Buyer in the form attached hereto as Exhibit C;
- (iii) the Purchase Price provided for in Section 2.6(b); and
- (iv) such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

ARTICLE VIII

CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to purchase the Assets relating to the Acquired Facilities and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Buyer in accordance with Section 9.6:

8.1 Entry of Sale Approval Order. The Sale Approval Order shall have been entered by the Bankruptcy Court. The Sale Approval Order shall authorize the sale of the Assets relating to the Acquired Facilities free and clear of liens, claims and encumbrances.

8.2 Litigation. There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

8.3 Covenants and Representations. Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or at the Closing Date, and the representations and warranties of Seller in Article IV shall be true and correct in all material respects as of the Closing Date as if made on such date, unless such representation or warranty speaks expressly as of a particular date.

8.4 Instruments of Conveyance, Certificates. Seller shall have executed and delivered to Buyer all of the documents provided for in Section 3.2(a).

8.5 Deliveries. On or prior to the Closing Date, Seller shall have delivered to Buyer all of the following:

(i) a certificate from Seller in the form attached hereto as Exhibit D, dated the Closing Date, stating that the conditions specified in Sections 8.2 and 8.3 have been satisfied; and

(ii) such other documents or instruments as Buyer or its counsel may reasonably request to effect the transactions contemplated hereby.

ARTICLE IX

MISCELLANEOUS

9.1 Termination. This Agreement may be terminated prior to the Closing:

(i) by mutual written consent executed by both Buyer and Seller at any time;

(ii) by Buyer if any event occurs which renders satisfaction of one or more of the conditions to Buyer's obligations set forth in Article VIII impossible;

(iii) by Seller if any event occurs which renders satisfaction of one or more of the conditions to Seller's obligations set forth in Article VII impossible;

(iv) by Seller if the Cure Amount Reduction exceeds \$500,000;

(v) by either Buyer or Seller if the Sale Approval Order has not been entered by December 23, 2005;

(vi) by either Buyer or Seller if the order approving the Cure Motion has not been entered by January 13, 2006; or

(vii) by either Buyer or Seller if the Closing has not occurred on or prior to January 16, 2006 through no fault of the party seeking to terminate.

9.2 In the Event of Termination; Remedies. In the event of termination of this Agreement pursuant to Section 9.1:

(i) each party shall return all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same;

(ii) no confidential information received by any party with respect to the business of any other party or its Affiliates shall be disclosed to any third party, unless required by law;

(iii) all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve any party of liability for damages actually incurred by any other party as a result of any breach of this Agreement resulting from the willful misconduct or grossly negligent act or omission of the party permitting, causing or committing such breach;

(iv) Buyer and Seller shall cause the Deposit to be released to Buyer or Seller, as the case may be, pursuant to the terms of Section 2.6.

9.3 Assignment; Successors. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of all other parties to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, legatees, successors and permitted assigns, including without limitation the Trustee, and no other person shall have any right, benefit or obligation hereunder.

9.4 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, upon receipt of telephonic confirmation; the date after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be:

If to Seller, addressed to:

Montague S. Claybrook, CPA
Montague S. Claybrook &
Associates
913 N. Market Street, Suite 900
Wilmington, DE 19801

With a copy to:

Attorneys for Seller:

Michael G. Menkowitz, Esquire
Joshua T. Klein, Esquire
Fox Rothschild LLP
2000 Market Street - Tenth Floor
Philadelphia, PA 19103
Telecopy No.: (215) 299-2150

If to Buyer, addressed to:

ATSCO Acquisition LLC
23626 N. 45th Avenue
Glendale, AZ 85310

With a copy to:

Attorneys for Buyer:

Stephen M. Miller, Esquire
Morris, James, Hitchens &
Williams LLP
222 Delaware Avenue, 10th Floor
Wilmington, DE 19801
Facsimile: (302) 571-1750
Email: smiller@morrisjames.com

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

9.5 Choice of Law. This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of Delaware. Each party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to each party at its address specified in Section 9.4. The parties hereto irrevocably submit to the exclusive jurisdiction of the United States Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby and any such dispute shall be deemed to have arisen in the State of Delaware. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such dispute or proceedings may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.

9.6 Entire Agreement; Amendments and Waivers. This Agreement, together with the Confidentiality Agreement entered into between Buyer and Seller and all Exhibits and Schedules attached or to be attached hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties; provided that the forms of agreements attached hereto as Exhibits shall be superseded by the copies of such agreements by the parties thereto to be conclusive evidence of such parties' approval of any change or modification or waiver of this Agreement shall be binding unless executed in writing by or on behalf of the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.7 Construction. The headings and captions of the various Articles and Sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to Exhibits and Schedules shall be to the specified Exhibits and Schedules attached hereto. All Exhibits and Schedules attached are made a part hereof. All terms defined herein shall have the same meaning in the Exhibits and Schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the Exhibits and Schedules attached hereto. The terms "hercby", "hereto", "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Whenever in this Agreement provision is made for the payment of attorneys' fees, such provision shall be deemed to mean reasonable attorneys' fees and paralegals' fees. The term "including" when used herein shall mean "including, without limitation." Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

9.8 Third Party Beneficiaries. No Person other than the parties hereto, shall have any rights or claims under this Agreement.

9.9 No Waiver. The failure of either party hereto to seek redress for any breach, or to insist upon the strict performance, of any covenant or condition of the Agreement by the other shall not be, or be deemed to be, a waiver of the breach or failure to perform, nor prevent a subsequent act or omission in violation of, or not strictly complying with, the terms hereof from constituting a default hereunder.

9.10 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.11 Invalidity. In the event that any one or more of the provisions, or any portion thereof, contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

9.12 Publicity. No party shall issue any press release or make any public statement regarding the transactions contemplated hereby, without the prior approval of the other party, and the parties hereto shall issue a mutually acceptable press release as soon as practicable after the entry of the Sale Approval Order; provided that nothing herein shall be deemed to prohibit any party from making any disclosure which its counsel deems necessary in order to fulfill such party's disclosure or notice obligations imposed by law.

9.13 Further Assurances. Without limiting any other rights or obligations of the parties contained in this Agreement, following the Closing, Seller agrees to execute such documents, instruments or conveyances and take such actions as may be reasonably requested by Buyer's counsel and otherwise reasonably cooperate with Buyer, its Affiliates and their respective Representatives in connection with any action that may be necessary or advisable to put Buyer in possession of the Assets relating to the Acquired Facilities.

9.14 Access to Books and Records. Buyer agrees to retain all Books and Records for periods prior to or including the Closing until the seventh anniversary of the Closing Date (the "Retention Period"). During the Retention Period, Buyer will afford duly authorized representatives of Seller or its representatives free and full access to all such Books and Records and will permit such representatives, at the expense of Seller, to make abstracts from or to take copies of any such Books and Records as may be reasonably requested by Seller or its representatives. During the Retention Period, each party will cooperate with the other and Buyer will cause employees of the Business to cooperate with Seller or its representatives in furnishing information, evidence, testimony and other assistance in connection with any action, proceeding or investigation relating to the conduct of the Business prior to the Closing.

9.15 Cumulative Remedies. All rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

9.16 Termination of Covenants, Representations, and Warranties. The covenants, representations, and warranties made by Seller and/or Buyer herein shall terminate as of the Closing. Buyer shall have no right to seek indemnification subsequent to the Closing based on a breach of a representation and/or warranty or any covenant made by Seller herein or in any other document, certificate or instrument entered into by Seller in connection herewith, except with respect to the Excluded Liabilities. Seller shall have no right to seek indemnification subsequent to the Closing based on a breach of a representation and/or warranty or any covenant made by Buyer herein or in any other document, Certificate or instrument entered into by Buyer in connection herewith, except with respect to the Assumed Liabilities.

9.17 No Impediment to Liquidation. Nothing herein shall be deemed or construed so as to limit, restrict or impose any impediment to the Companies' right to liquidate, dissolve and wind-up its affairs and to cease all business activities and operations at such time as it may determine following the Closing.

9.18 Representation by Counsel; Mutual Negotiation. Each party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and

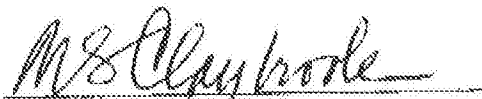
participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

9.19 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such taxes and fees (including any penalties and interest thereon) incurred in connection with this Agreement shall be paid by Buyer when due, and Buyer shall, at its own expense, file all necessary tax returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees, and if required by applicable law.

[The next page is the execution page]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

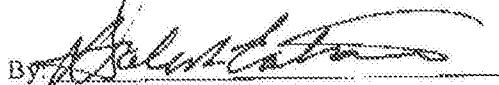
SELLER



Montague S. Claybrook,
Chapter 7 Trustee for American
Remanufacturers, Inc., et al.

[BUYER]

ATSCO Acquisition LLC



Name: ~~Perry Bolton~~
Its: Secretary *President*

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this ____ day of _____, 200__, by MONTAGUE CLAYBROOK, CHAPTER 7 TRUSTEE FOR AMERICAN REMANUFACTURERS, INC., [Note: Insert name of all debtors] (the "Seller"), to _____, a _____ limited liability company ("Buyer").

WHEREAS, for good and valuable consideration, Seller has agreed to transfer and assign to Buyer, and Buyer has agreed to accept and take from Seller, all of Seller's right, title and interest in and to the Assets of the Acquired Facilities, as such terms are defined in the Asset Purchase Agreement (the "Purchase Agreement") by and between Buyer and Seller dated December ____, 2005 (the "Assets"). All capitalized terms not herein defined shall have the same meanings as set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the consideration set forth above, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. Seller hereby assigns, transfers, conveys and delivers to Buyer all of the right, title and interest of Seller in and to the Assets.
2. Representation and Warranty. OTHER THAN AS SET FORTH IN THE AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD WITHOUT ANY REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
3. Power of Attorney. Seller hereby irrevocably designates, makes, constitutes and appoints Buyer, his heirs or assigns, the true and lawful attorney (and agent-in-fact) of Seller with full power of substitution, for the benefit and at the expense of Buyer (a) where such proceedings cannot be in the name of Buyer, its successors and assigns, to institute and prosecute all proceedings which Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any item of the Assets, to defend or compromise any and all actions, suits or proceedings in respect of any item of the Assets, and to do all such acts and things in relation thereto as Buyer shall deem advisable, provided that Buyer provides Seller with contemporaneous notice of each instance when it invokes this power of attorney; and (b) to endorse Seller's name on any payment, instrument, notice, or other similar document or agreement relating to the Assets for the period commencing with the date hereof that may come in to the possession of Buyer or under Buyer's control with respect to the Assets. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

4. Undertakings. If, subsequent to the date hereof, any property that is part of the Assets herein conveyed comes into possession of Seller, Seller shall promptly deliver the same to Buyer.

5. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment to be executed and delivered as of the date first above written.

SELLER:

MONTAGUE S. CLAYBROOK,
CHAPTER 7 TRUSTEE FOR
AMERICAN REMANUFACTURERS,
INC., [Note: Insert name of all debtors]

By: _____
Montague Claybrook, Chapter 7 Trustee

EXHIBIT B

[INSERT BUYER'S NAME]

CERTIFICATE OF THE BUYER

THE UNDERSIGNED, [INSERT NAME OF BUYER] (the "Buyer"), does hereby certify in accordance with Section 7.4(i) of the Asset Purchase Agreement by and between Montague S. Claybrook, as Chapter 7 Trustee for American Remanufacturers, Inc., [Note: Insert name of all debtors] and _____, as Buyer, dated December _____, 2005 (the "Purchase Agreement"), that the conditions specified in Section 7.3 of the Purchase Agreement have been satisfied.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand affixed the seal of the Buyer this ____ day of _____, 200__.

BUYER

By: _____
Name:
Title:

EXHIBIT C

[INSERT BUYER'S NAME]
CERTIFICATE OF THE SECRETARY

THE UNDERSIGNED does hereby certify that:

1. The undersigned is the duly qualified and acting Secretary of _____,
a _____ limited liability company (the "Company").

2. Attached hereto as Exhibit A is a true, correct and complete copy of the limited liability company agreement of the Company, which agreement is in full force and effect on the date hereof.

3. Attached hereto as Exhibit B is true, correct and complete copy of the Resolutions duly adopted by the Member of the Company by Consent in Writing on the ____ day of _____, 2005, authorizing the execution, delivery and performance by the Company of the Asset Purchase Agreement dated as of December __, 2005 (the "Purchase Agreement") by and between the Company and Montague S. Claybrook, as Chapter 7 Trustee for American Remanufacturers, Inc., [Note: Insert name of all debtors], and such resolutions have not been rescinded or modified in any manner and are as of the date hereof still in full force and effect.

4. The persons whose names, titles and signatures appear on the Incumbency and Signature Schedule attached hereto as Exhibit C are duly elected, qualified and acting officers of the Company and hold on the date hereof the offices set opposite their respective names in Exhibit C, and the signatures therein appearing opposite their respective names are the genuine signatures of such officers.

5. Attached hereto as Exhibit D is a true and correct copy of a Good Standing Certificate of a recent date for the Company in the State of Delaware.

6. The Company has sufficient financial resources to consummate the transactions contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand affixed the seal of the Company this ____ day of _____, 200__.

BUYER

By: _____
Name:
Title: Secretary

EXHIBIT D

CERTIFICATE OF THE TRUSTEE

THE UNDERSIGNED, as Trustee for American Remanufacturers, Inc., et al. (the "Seller"), does hereby certify in accordance with Section 8.5(i) of the Asset Purchase Agreement by and Montague S. Claybrook, as Chapter 7 Trustee for American Remanufacturers, Inc., [Note: Inert name of all debtors] and _____, as Buyer, dated December ____, 2005 (the "Purchase Agreement"), that the conditions specified in Sections 8.2 and 8.3 of the Purchase Agreement have been satisfied.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand affixed the seal of the Corporation this ____ day of _____, 200__.

SELLER:

MONTAGUE S. CLAYBROOK,
CHAPTER 7 TRUSTEE FOR
AMERICAN REMANUFACTURERS,
INC., [Note: Insert name of all debtors]

By: _____
Montague Claybrook, Chapter 7
Trustee

ASSUMED EXECUTORY CONTRACT SCHEDULE

[None]

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UNEXPIRED LEASES SCHEDULE

1. That certain non-residential real property lease for the premises located at 4525 N. 43rd Avenue, Phoenix, AZ.

CHS08634.2P112.244952.v4 12/15/05