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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Diehl Machines, Inc.

9.24.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 04/30/1999

2. Name and address of receiving party(ies)

Name: Wisconsin Automated Machinery Corp.

Internal Address:

Address:

Street Address: 2346 N. Main Street, P.O. Box 3008

City: Oshkosh State: WI Zip: 54901

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Wisconsin

Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0757249

Additional number(s) attached Yes No

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

Name: Amanda Pecchioni Thompson

Internal Address:

Street Address: 11 South Meridian Street

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

100435

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amanda Pecchioni Thompson

Name of Person Signing

Signature

September 22, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/25/2003 LMUELLER 00000143 100435 0757249

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TRADEMARK REEL: 002831 FRAME: 0198

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered into this 30th day of April, 1999 by and among WISCONSIN AUTOMATED MACHINERY CORP., a Wisconsin corporation, or its nominee(s) (herein called "Purchaser"), and DIEHL MACHINES, INC., a Delaware corporation (herein called "Seller");

WITNESSETH:

WHEREAS, Seller is engaged in the business of designing, manufacturing, distributing and selling capital level wood processing machinery for the secondary, or re-manufacturing, wood processor, including importing and selling certain machinery, and management information software for the wood processor; and

WHEREAS, Seller is a wholly-owned subsidiary of Hallmark Holdings, Inc., a Delaware corporation, which is a wholly-owned subsidiary of Katy Industries, Inc., a Delaware corporation ("Katy"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the business and certain of the assets and properties of Seller, including the Real Estate (as herein defined), excluding the assets and properties expressly specified herein as excluded, in accordance with all the terms and subject to all of the conditions herein set forth; and

WHEREAS, Katy and Seller are willing to undertake not to compete with Purchaser;

NOW, THEREFORE, in consideration of the premises hereof (which the parties agree are hereby incorporated into and made a part of their agreement herein) and of the mutual covenants herein set forth, the parties hereby agree as follows:

1. Definitions

In addition to other terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below for the purposes of this Agreement:

all overhead cranes, computer hardware and software, including without limitation all items set forth on Schedule 2.1.4 hereto (herein collectively called "Machinery and Equipment").

2.1.5 All forms, office supplies, supplies and spare parts pertaining to the Machinery and Equipment or pertaining to the ownership or operation of the Sale Assets, including without limitation pallets, strapping and other packaging, production and manufacturing supplies, maintenance and operating supplies, sales literature, advertising materials, catalogues and displays (herein collectively called "Supplies").

2.1.6 All prepaid expenses, deposits on trade shows and other deposits, including, without limitation, all items set forth on Schedule 2.1.6 hereto.

2.1.7 All inventions, patents, patent applications, patent licenses, trade names, trademarks, trademark registrations and applications, copyrights and copyright registrations, label filings, brand names, logos and applications therefor, including without limitation those set forth on Schedule 2.1.7 hereto, and the goodwill symbolized thereby, and all rights to recover for any past infringement thereof, and all of Seller's right, title and interest in and to the names "Diehl" and "Diehl Machines" and all variants thereof.

2.1.8 All books, records, files and other papers and documents of Seller, including without limitation documents of title, warehouse receipts, all price lists, cost records, purchasing records, route sheets, bills of materials, sales records, sales correspondence, ledgers, journals, statements, bills, invoices, customer and supplier lists, files and records, data processing and other computer records, all know-how, designs, drawings, specifications, engineering prints, product literature and manuals, service manuals and instruction manuals (herein collectively called "Records").

2.1.9 All of Seller's right, title and interest in, to and under all of the unfilled customer orders, including customer order backlog, unfilled purchase orders, leases, Contracts and Permits.

2.1.10 All other assets, properties and rights specifically set forth in this Agreement as being transferred or assigned to, or purchased by, Purchaser.

2. Properties and Assets to be Sold to Purchaser

2.1 Sale Assets. On the terms and subject to the conditions herein set forth, at the Closing, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, all as of the Effective Time, all of the properties, assets and choses in action, rights, licenses, permits, franchises and interests of every kind and description, tangible and intangible, wherever located, then owned, in whole or in part, by Seller (excluding the Excluded Assets), and Seller's business as a going concern, together with any goodwill associated therewith, including without limitation the B. M. Root product line and all assets reflected on the Balance Sheet as of the Accounting Date. Without limiting the generality of the foregoing, as of the Closing Date the Sale Assets shall include the following assets and properties of Seller:

2.1.1 The Real Estate.

2.1.2 All trade accounts receivable, trade notes receivable, Linares note receivable, drafts, letters of credit and guarantees of any of the foregoing (herein collectively called "Receivables").

2.1.3 All inventories, including without limitation all raw materials, purchased parts, component manufactured parts, work in process and finished goods (herein collectively called "Inventory"), and specifically including without limiting the generality of the foregoing all Eligible Inventory (other than Select Inventory) as set forth and defined in paragraph 4.5 hereof, items set forth on Schedule 2.1.3 hereto and all machines and component manufactured parts at customers on consignment as reflected on said Schedule (herein called "Consigned Inventory"), and all security interests, financing statements and other rights or filings in, to or under any of the foregoing.

2.1.4 All fixed assets, including without limitation all machinery and equipment, accessories, attachments and parts thereof, tools, tooling, jigs, dies, fixtures, patterns and special tooling, mobile equipment and vehicles, fork lift trucks, office furniture and equipment and trade fixtures, material handling equipment, hoists and jib cranes, and