

09-30-2003

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REI 1



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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):

Wisconsin Automated Machinery Corp.

9-25-03

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

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

2. Name and address of receiving party(ies)

Name: Diehl Woodworking Machinery, Inc.

Internal Address:

Street Address: 981 S. Wabash St., Box 465

City: Wabash State: IN Zip: 46992

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Indiana 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/07/1999

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 25, 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

09/29/2003 ECOMPER 00000152 100435 0757249

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TRADEMARK REEL: 002834 FRAME: 0729

ASSIGNMENT AND ASSUMPTION
OF ASSET PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, made this 7th day of May, 1999 by and between WISCONSIN AUTOMATED MACHINERY CORP., a Wisconsin corporation (herein called "Assignor"), WABASH RIVER, L.L.C., an Indiana limited liability company (herein sometimes called "Wabash"), and DIEHL WOODWORKING MACHINERY, INC., an Indiana corporation (herein sometimes called "Diehl") (Wabash and Diehl being herein called collectively the "Assignees" and each individually an "Assignee");

WITNESSETH:

WHEREAS, Assignor and Diehl Machines, Inc., a Delaware corporation (herein called "Seller") entered into a certain Asset Purchase Agreement (herein called the "Asset Purchase Agreement"), dated April 30, 1999, providing for, among other things, the purchase by Assignor of the business and certain of the assets and properties of Seller, including the Real Estate;

WHEREAS, the Asset Purchase Agreement is hereby incorporated in its entirety herein by reference, and all terms used herein which are defined in the Asset Purchase Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement;

WHEREAS, pursuant to paragraph 14 of the Asset Purchase Agreement Assignor may assign its rights and obligations thereunder to one or more corporations or limited liability companies; provided that all such Assignees designate one such Assignee as their attorney-in-fact for exercising any rights under the Asset Purchase Agreement; and

WHEREAS, Katy Industries, Inc., a Delaware corporation (herein called "Katy") executed and delivered a certain Guaranty, dated April 30, 1999 (herein called the "Katy Guaranty"), whereby Katy guaranteed to Assignor and its nominees the full and faithful performance by Seller of all of its undertakings, covenants and obligations under the

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Purchase Agreement or any exhibit, schedule, document or instrument attached thereto or delivered by Seller in connection therewith, including without limitation any indemnification obligation thereunder.

NOW, THEREFORE, in consideration of the premises hereof (which the parties agree are herein 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. Assignor hereby assigns and transfers to Wabash, and Wabash hereby accepts the assignment of, all of Assignor's right, title and interest in and to all rights, privileges and benefits accruing under the Asset Purchase Agreement with respect to the purchase of the Real Estate, and Wabash hereby agrees to perform and satisfy all of the obligations of Assignor with respect thereto, including without limitation the payment of the Purchase Price, plus or minus prorations, relating to the Real Estate as provided therein.

2. Assignor hereby assigns and transfers to Diehl, and Diehl hereby accepts the assignment of, all of Assignor's right, title and interest in and to all rights, privileges and benefits accruing under the Asset Purchase Agreement, as provided therein (other than with respect to the Real Estate), including without limitation to the purchase of all of the Sale Assets (other than the Real Estate), and Diehl hereby assumes and agrees to perform and satisfy all of the obligations of Assignor with respect thereto, including without limitation the payment of the balance of the Purchase Price as provided therein.

3. Assignor hereby designates Diehl and Wabash as its nominees with respect to the Katy Guaranty.

4. Wabash hereby agrees to defend, indemnify and hold Assignor harmless from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims, penalties, interest, cost and expenses, including reasonable legal fees and expenses relating thereto, arising out of, related to or in connection with the Asset Purchase Agreement as it relates to the purchase of the Real Estate; and Diehl hereby agrees to defend, indemnify and hold Assignor harmless

from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims, penalties, interest, cost and expenses, including reasonable legal fees and expenses relating thereto, arising out of, related to or in connection with the Asset Purchase Agreement, except as it relates to the purchase of the Real Estate.

5. Wabash hereby designates Diehl as its attorney-in-fact for purposes of exercising its rights under the Asset Purchase Agreement, and Wabash shall not exercise any such right other than through such attorney-in-fact.

6. Nothing contained herein shall be deemed to relieve Assignor of any of its obligations under Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

WISCONSIN AUTOMATED MACHINERY CORP.
("Assignor")

By Paul Ehrlich
Paul Ehrlich, President

Assignees and Nominees:

WABASH RIVER, L.L.C.
("Wabash")

By Jay Ehrlich
Jay Ehrlich, Manager

DIEHL WOODWORKING MACHINERY, INC.
("Diehl")

By Jay Ehrlich
Jay Ehrlich, Chairman of the Board

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