

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIRANHA HOSE PRODUCTS, INC.		05/05/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	KURIYAMA OF AMERICA, INC.		
Street Address:	360 E. State Parkway		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78252418	ARMOR BELT HOSE	
Serial Number:	78460621	BEACON	
Serial Number:	72448726	NYLAFLOW	
Serial Number:	75486192	PIRANHA	
CORRESPONDENCE DATA			
Fax Number:	(312)245-7467		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-245-7500		
Email:	gkobayashi@masudafunai.com		
Correspondent Name:	Masuda, Funai, Eifert & Mitchell, Ltd.		
Address Line 1:	203 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	George H. Kobayashi		

OP \$115.00 78252418

Signature:	/George H. Kobyashi/
Date:	05/06/2005
Total Attachments: 4 source=pirassign#page1.tif source=pirassign#page2.tif source=pirassign#page3.tif source=pirassign#page4.tif	

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT made as of April 29, 2005 (this "Agreement") by and among PIRANHA HOSE ACQUISITION CORP., a Michigan corporation ("Purchaser"), PIRANHA HOSE PRODUCTS, INC., a Michigan corporation ("Seller"), BRIAN JONES ("Jones"), BRIAN JOHNSON ("Johnson") and DAN WILKINSON ("Wilkinson") (Jones, Johnson and Wilkinson are collectively referred to as the "Shareholders").

WITNESSETH:

WHEREAS, the Seller is engaged in the business of manufacturing, distributing and marketing industrial hose products (the "Business"); and

WHEREAS, on the terms and subject to the conditions of this Agreement, Purchaser desires to acquire from Seller and Seller desires to sell to Purchaser, substantially all of the assets and properties of the Seller, both tangible and intangible, as described herein on terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1.

PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets. On the terms and subject to the conditions of this Agreement, on the Closing Date (as defined in Section 5.1), Purchaser shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Purchaser, all properties, assets, rights and interests of every kind and nature, whether real or personal, tangible or intangible, and wherever located and by whomever possessed, of the Seller as of the Closing Date related to or used in, or otherwise associated with, the Seller, including, without limitation, all of the following assets:

(a) all prepayments, prepaid expenses (except for prepaid expenses which are part of Excluded Assets described in Section 1.2), deferred charges, advance payments and security deposits as of the Closing Date;

(b) all inventories (including raw materials, work-in-process and finished goods) and related supplies, including component parts, cartons and packaging materials, located at the Seller's facilities or stored off-site, in transit to or from the Seller's facilities or which otherwise relate to the Business or any inventory which is held by a third party on consignment (the "Inventory");

(c) all accounts and notes receivable (whether current or noncurrent), a list, description and aging of which as of the date hereof is set forth an Schedule 1.1(c) hereto;

(d) all interests in machinery and equipment (including equipment under purchase contracts), fixtures, fittings, furniture, tractors, trailers, tools, dies, jigs, molds, fixtures, leasehold improvements, spare parts and supplies and other tangible personal property, whether owned, leased or otherwise (including, without limitation, items which have been fully

depreciated or expensed), including, without limitation, such items as set forth on Schedule 1.1(d);

(e) all rights in and to products sold or leased (including, but not limited to, products hereafter returned or repossessed and unpaid and the Seller's rights of rescission, replevin, reclamation and rights to inventory in transit) to the extent of any credit that is given by the Purchaser related to such products and to the extent Purchaser is not indemnified hereunder with respect to any such credit;

(f) all office furnishings, display racks, shelves, decorations and related assets, including, without limitation, such items as set forth on Schedule 1.1(f);

(g) all intangible assets and intellectual property (including, without limitation, registered and unregistered trademarks, service marks and product line trade names, trade dress and other names, marks and slogans (including the names "Piranha Hose", "Piranha Hose Products" and "Hose-Rite", all publishing and distribution rights, and all associated goodwill; all statutory, common law and registered copyrights; all patents, inventions, shop rights, know-how, trade secrets and confidential information; all registration applications for any of the foregoing; all interests in and to telephone numbers, e-mail addresses and all listings pertaining to the Business in all telephone books and other directories; together with all rights to use all of the foregoing forever and all other rights in, to, and under the foregoing in all countries, including, without limitation, such items as set forth on Schedule 1.1(g);

(h) all discoveries, improvements, processes, formulae (secret or otherwise), data, confidential information, engineering, technical and shop drawings, specifications and ideas, whether patentable or not, all licenses and other similar agreements, and all drawings, records, books or other indicia, however evidenced, of the foregoing; all rights in and to any products or other intellectual property rights under research or development prior to or on the Closing Date related to the Business;

(i) all rights existing under contracts, leases, licenses, permits, supply and distribution arrangements, sales and purchase agreements and orders, consignment arrangements, warranties, consents, orders, registrations, privileges, franchises, memberships, certificates, approvals or other similar rights and all other agreements, arrangements and understandings, including, without limitation, all rights existing under the contracts listed on the Contracts Schedule and Customer Contracts Schedule (as defined in Section 3.10 hereof);

(j) the right to receive all mail and other communications addressed to the Seller related to the Business (including, without limitation, mail, e-mails and communications from customers, suppliers, distributors, agents and others and accounts receivable payments);

(k) all lists, records and files, or copies thereof, pertaining to customers, suppliers, distributors, personnel and agents and other books, ledgers, files, documents, correspondence, plats, architectural plans, drawings and specifications, computer programs and business records of every kind and nature;

(l) all business and marketing plans and proposals and pricing and cost information;

Piranha Hose Products, Inc.

Trademark Report by Mark

Printed: 4/11/2005

Page :

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due</i>							
ARMOR BELT HOSE							
UNITED STATES	71485-0005	5/21/2003	78/252,418	2/15/2005	2,925,950	REGISTERED	17
	2/15/2010	SECT 8/15 5TH YEAR					
BEACON							
UNITED STATES	71485-0011	8/2/2004	78/460,521			PENDING	17
	8/28/2005	RESPONSE TO OA					
NYLAFLOW							
UNITED STATES	71485-0002	2/14/1973	72/448,726	9/24/1974	993,942	WAIVED	17
PIRANHA							
UNITED STATES	71485-0001	5/15/1998	75/486,192	7/6/1999	2,259,425	REGISTERED	17
	7/6/2008	EARLY RENEWAL 12 MO					
SMART HOSE							
UNITED STATES	71485-0006					PROPOSED	
	5/14/2003	STATUS CHECK					

END OF REPORT

TOTAL ITEMS SELECTED = 5

**TRADEMARK
REEL: 003078 FRAME: 0948**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PIRANHA HOSE ACQUISITION CORP.

By: *Paul Bobyria*
Its: Secretary-Treasurer

PIRANHA HOSE PRODUCTS, INC.

By: *[Signature]*
Its: President

[Signature]
Brian Jones

Brian Johnson
Brian Johnson

Dan Wilkinson
Dan Wilkinson