

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
Park-Ohio Forged & Machined Products LLC	FORMERLY Park-Ohio Structural Hardware LLC	01/29/2003	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	SLSB, LLC		
Street Address:	2000 Access Blvd.		
Internal Address:	P.O. Box 260		
City:	Madison		
State/Country:	ILLINOIS		
Postal Code:	62060-0260		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1721363	SL	
CORRESPONDENCE DATA			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-616-5652		
Email:	lsullivan@leydig.com		
Correspondent Name:	Lynn A. Sullivan		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601-6731		
ATTORNEY DOCKET NUMBER:	134930		
NAME OF SUBMITTER:	Lynn A. Sullivan		
Signature:	/Lynn A. Sullivan/		

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Date:

12/19/2006

Total Attachments: 3

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 29 day of January 2003, between SLSB, LLC a Pennsylvania Limited Liability Company ("Purchaser"), and Park-Ohio Forged & Machined Products LLC an Ohio Limited Liability Company ("Seller").

WHEREAS, Seller is engaged in the manufacture and sale of structural components manufactured for architectural construction products which is conducted under the trade name "St. Louis Screw & Bolt" (the "Business");

WHEREAS, the Business is conducted at the facility located at 6900 North Broadway, St. Louis, Missouri, 63147 (the "Operation Site"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of the Business, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Seller and Purchaser agree as follows:

SECTION 1

PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions in this Agreement, Seller agrees to convey, transfer and assign to Purchaser on the Closing Date all of the assets of the Business described herein and in the schedules to this Agreement (collectively, the "Purchased Assets"). The Purchased Assets shall not include the Excluded Assets as more fully described in Section 1.2. The Purchased Assets shall consist of the following:

(a) Machinery and Equipment. All machinery and equipment (including spare parts) that is owned Seller, located at the Operation Site and used exclusively in the conduct of the Business including, without limitation, vehicles, furniture, fixtures, capital expenditures in process, tools, dies, molds, and similar tangible personal property as set forth in Schedule 1.1(a) (the "Equipment").

(b) Inventory. All inventories consisting of raw materials, work in process and finished goods, supplies, and packaging employed in the conduct of the Business, owned by Seller on the Closing Date and as set forth in schedule 1.1(b) (the "Inventory").

(c) Receivables. All notes and trade and other accounts receivable generated by the Business, as well as other receivables as set forth on Schedule 1.1(c), as the same may exist at the Closing but excluding any accounts receivable owing from any affiliate of Seller ("Receivables").

(d) Proprietary Rights. All trademarks, trade names and service marks (and all goodwill associated therewith), registered or unregistered, and the applications for

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registration thereof, all patents and applications therefor and all copyrights, licenses, software, technology, trade secrets, know-how, customer lists, formulas, processes, designs, inventions, developments and confidential business information, whether patentable or not, relating to the Business and owned by Seller as of the Closing Date, as set forth on Schedule 1.1(d) including the name "St. Louis Screw & Bolt".

(e) Contracts and Agreements. All contracts and agreements, including but not limited to equipment leases, real property leases, sales representation, licenses, backlog contracts, unfilled customer orders, purchase orders and supply contracts arising out of, related to or in connection with operating the Business as set forth in Schedule 1.1(e) ("Assigned Contracts").

(f) Books and Records. All books and records (including all data and other information stored on discs, tapes or other media) relating exclusively to the Business, including, without limitation, employee records (to the extent allowed by law).

(g) Governmental Permits. To the extent assignable, those government licenses, permits and approvals issued to Seller and used in the Business as set forth in Schedule 1.1(g).

(h) Other Assets. Seller's rights to any telephone numbers, post office boxes, internet sites or domain names related to the Business.

1.2. Excluded Assets. Notwithstanding the provisions of Section 1.1, the Purchased Assets shall not include the following (herein referred to as the "Excluded Assets"):

(a) All cash, cash equivalents, bank accounts, certificates of deposit, investment securities, prepaid insurance premiums commercial paper and any other marketable securities or similar investments of Seller;

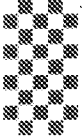
(b) All amounts owing from any affiliate of Seller or those receivables in excess of sixty (60) days of invoice date as set forth on Schedule 1.2(b) (the "Excluded Receivables");

(c) All corporate minute books, stock transfer books, the corporate seal of Seller, and other documents relating to the internal corporate affairs of Seller and all other corporate records of Seller not related to the Business.

(d) All prepaid expenses, deposits and refunds of any tax for which Seller is due or owed;

(e) Any and all assets of Seller's employee welfare plans as defined in section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the employee pension benefit plans as defined in section 3(2) of ERISA maintained by Seller for the benefit of its employees;

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allow the other party reasonable time to comment on such release or announcement in advance of its issuance.

12.9 Successors; Assigns and Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective permitted successors and assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement is made and entered into for the sole benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall have any right, privilege or benefit by reason of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

PURCHASER: SLSB, LLC

ORIGINAL

By: [Signature]
MANAGING MEMBER

SELLER: Park-Ohio Forged & Machined Products LLC

By: [Signature]

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