

05-02-2001



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**RECORDATION FORM COVER SHEET
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3-28-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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(05/02/01 10:00:00 101697432 0009422)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

216/586-7107

Name Cassandra G. Mott

Address (line 1) Jones, Day, Reavis & Pogue

Address (line 2) North Point

Address (line 3) 901 Lakeside Avenue

Address (line 4) Cleveland, Ohio 44114

Pages Enter the total number of pages of the attached conveyance document including any attachments.

25

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Three rows of empty boxes for Patent Application Number(s).

Three rows of boxes for Patent Number(s), with the first row containing the number 5829422.

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

Two rows of PCT application number boxes.

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-1432, 252122-027008

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Cassandra G. Mott

Cassandra G. Mott

3/27/01

Name of Person Signing

Signature

Date

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into on April 21, 1998, by and among MALLORY, INC., a Nevada corporation (the "Seller"), and MR. GASKET, INC., a Delaware corporation and a wholly-owned subsidiary of Echlin, Inc. (the "Buyer").

RECITALS

A. Seller is primarily engaged in the manufacturing, sales and distribution of automotive parts and accessories (the "Business") and uses various business and trade names including "Mallory" and "Erson" and variations thereof.

B. On September 19, 1997 (the "Petition Date"), Seller filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Case"). The Chapter 11 Case is pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") and designated as case number LA 97-46144 ER.

C. Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller. At a hearing held on March 19, 1998, the Bankruptcy Court approved the sale of the assets to Buyer subject to the execution of a definitive purchase agreement containing the terms and conditions set forth herein. A copy of the entered order (the "Sale Order") approving the sale transaction contemplated by this Agreement is attached hereto as Exhibit "A".

AGREEMENT

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

1. Purchase and Sale of Assets.

1.1. Assets. On the terms and subject to the conditions set forth herein, on the Closing Date (as defined in Section 4.1), Buyer shall purchase from Seller, and Seller shall sell, assign, transfer and, as provided herein, deliver to Buyer, all of Seller's right, title and interest in and to all properties, assets, powers and rights of every type, kind or nature, whether tangible or intangible, and wherever located, which are held by Seller or used by Seller in connection with or in any manner related to the Business, save and except for the "Retained Assets" (the "Assets"), free and clear of any and all "Liens" (as defined in Section 5.2) (other than those expressly assumed by Buyer pursuant to Section 3), including, without limitation, the following:

(a) All furniture, fixtures, machinery, equipment, leasehold improvements, and other fixed assets of Seller as of the date hereof located at or used or useful in the operation of the Business, including, without limitation, those listed on Schedule 1.1(a) attached hereto and made a part hereof,

(b) The name, goodwill and other intangible assets of Seller as of the date hereof and also those existing on the Closing Date used or useful in or otherwise associated with Seller, the Assets or the Business;

(c) All patents, patent applications, trademarks, trademark applications and registrations, trade names, service marks, service names, copyrights, copyright applications and registrations, commercial and technical trade secrets, engineering, production and other designs, drawings, specifications, formulae, technology, computer and electronic data processing programs and software, inventions, processes, confidential information and other proprietary property rights and interests of Seller as of the date hereof and also those existing on the Closing Date used or useful in or otherwise associated with Seller, the Assets or the Business (hereinafter collectively referred to as the "Intellectual Property"), including, without limitation, the items set forth on the attached Schedule 1.1(c);

(d) All sales and business records, personnel records of Seller's employees, credit records of Seller's customers, customer and vendor lists (including all available names, addresses and telephone numbers), advertising and promotional materials, and all other books and records of every kind and nature which as of the date hereof and also as of the Closing Date relate to the Assets or the Business, other than Seller's minute books and corporate records which are not related to the Assets or the Business. Notwithstanding the foregoing, from and after Closing and until the entry of an order closing the Chapter 11 Case or any Chapter 7 Case to which the Chapter 11 case is converted, Seller or representatives of the Creditors Committee shall be allowed access to such records upon reasonable notice to Buyer and during regular business hours to the extent reasonable and necessary to enable Seller to perform its duties during the Chapter 11 Case, including, without limitation, evaluating and pursuing avoidance actions and other claims and causes of actions, evaluating and objecting to claims, and winding up the Debtor's affairs. Buyer shall not alter or destroy any records or files acquired from Seller without Seller's written consent. Buyer may require agreements and procedures to ensure that confidentiality is maintained with respect to information and data which is not generally available to the public;

(e) All equipment, machinery, tools, engineering and office equipment, and vehicles as of the date hereof and also that existing on the Closing Date used or useful in or otherwise associated with Seller, the Assets or the Business, including, without limitation, the items listed on the attached Schedule 1.1(e);

(f) All interests of Seller as of the date hereof and also those existing on the Closing Date (i) in motor vehicles, equipment and other personal property held under leases (collectively, the "Personal Property Leases") and (ii) in other contracts and agreements (collectively, the "Material Commitments") entered into by Seller, including, without limitation, those described on Schedule 5.4; provided, however, the Assets shall include only those Personal Property Leases and Material Commitments that Buyer designates for assumption and assignment to Buyer as of the Closing Date (the "Assumed Contracts");

(g) All licenses and permits held by Seller as of the date hereof and also those existing on the Closing Date in connection with Seller, the Assets or the Business, including, without limitation, those described on Schedule 1.1 (g);

(h) All inventory, including, without limitation, work in progress and raw materials (the "Inventory") of Seller on the Closing Date;

(i) All accounts receivables due and owing Seller from unrelated and unaffiliated third parties existing on the Closing Date;

(j) All third party warranties and claims under warranties as of the date hereof and also those existing on the Closing Date relating to Seller, the Assets or the Business, including, without limitation, the warranties set forth on Schedule 1.1(i); and

(k) The leasehold interests of Seller under the real property lease described on the attached Schedule 1.1(k) (the "Real Property Lease").

Notwithstanding anything to the contrary, the Assets shall not include, and Seller shall retain for its own use and benefit, the assets listed in Section 1.3 below (the "Retained Assets").

1.2. Instruments of Transfer. On the Closing Date, Seller shall deliver to Buyer duly executed instruments of transfer and assignment, including, without limitation, Bills of Sale, assignments, powers of attorney, in form and substance reasonably satisfactory to Buyer and its counsel, sufficient to vest the Assets in Buyer in accordance with the terms of this Agreement.

1.3. Retained Assets. Notwithstanding anything to the contrary contained in Section 1.1 above, the following shall not be included in the Assets and shall not be sold by Seller to Buyer:

(a) All tax refunds of Seller;

(b) Notes and accounts receivable of Seller which are due from related third parties and affiliates of the Seller, including Eberlin (as defined below) and the Super Shops entities;

(c) Any and all written or oral employment agreements (unless otherwise specifically assumed hereunder);

(d) All claims and causes of action of Seller existing as of the date hereof or as of Closing, including, without limitation, (i) avoidance actions under Sections 544-550 and 553 of the Bankruptcy Code and (ii) claims against Harry Eberlin ("Eberlin") and any entity owned or controlled by Eberlin; provided, however, Retained Assets shall not include claims or causes of action to collect accounts receivable from unrelated third parties;

(e) All Real and Personal Property Leases and Material Commitments which are not Assumed Contracts;

(f) All cash, cash deposits, cash equivalents;

(g) The corporate minute books, stock transfer records and other corporate records of Seller dealing with corporate governance; and

(h) Any other of Seller's assets which Buyer excludes from the Assets at or prior to Closing pursuant to Section 1.3.

2. Consideration.

2.1. Purchase Price. The Assets shall be purchased by Buyer from Seller for an aggregate purchase price (the "**Purchase Price**"), payable in cash at the Closing (and pursuant to Seller's Flow of Funds attached hereto as Schedule 2.1) and subject to adjustments set forth in Section 2.2 and the holdback set forth in Section 2.3, equal to the sum of (i) \$5,200,000 and (ii) 80% of the face amount of Seller's Eligible Accounts Receivable existing on the Closing Date. For purposes of this Section 2.1, the term Eligible Accounts Receivable shall mean all accounts receivable reflected on Seller's books and records on the Closing Date which are included within the term "Assets" as set forth in Section 1.1(i) and which are no greater than sixty (60) days past due in payment as of the Closing Date. Buyer shall be entitled to a credit against the Purchase Price of any deposit held by Seller.

2.2. Purchase Price Adjustments. The amounts payable by Buyer shall be subject to adjustments for the following:

(a) The cash payable at Closing shall be reduced by the amount, if any, of post-petition liabilities of Seller, other than Assumed Liabilities, that Buyer elects to assume at Closing and Seller agrees shall be satisfied by Buyer for the benefit or account of Seller. Seller shall have the option, although not the obligation, of having its auditors verify the accuracy of the purchase price adjustments. If Seller's auditors are of the opinion that the purchase price adjustments are materially incorrect, the parties shall attempt to resolve the issues by mutual negotiation. If, after two weeks of negotiations, such negotiations have not been successful, either party may initiate proceedings to have the issue determined by the Bankruptcy Court.

(b) All amounts paid or payable for real estate taxes, common area charges, maintenance charges, rent, and other similar costs ordinarily and necessarily incurred to operate the Real Property Lease and Personal Property Leases comprising the Assumed Contracts shall be allocated and paid by Seller and Buyer on a pro rata basis to the extent any bill or payment therefor covers a period of time both before and after midnight on the day before the Closing Date (the "Closing Cutoff"). In addition, the Purchase Price shall be increased by the amount of any prepaid rent with respect to the Assumed Contracts allocable to a period after the Closing Cutoff. If the rent payable after the Closing Cutoff under any Assumed Contract includes any deferral or postponement of rent originally allocable to a period prior to the Closing Cutoff but which has

been deferred to after the Closing Cutoff as a result of an agreement subsequent to the date on which the Seller entered into the Assumed Contract, the Purchase Price shall be reduced by the amount thereof. The amount of any security, utility or similar deposits applicable to the Assumed Contracts that are assigned to Buyer, which deposits are not returned to Seller and with respect to which the lessor has confirmed in writing to Buyer that the deposit is being held for the account of Buyer or determined by the Bankruptcy Court to be held for the account of Buyer, shall be added to the Purchase Price. Any deposits or prepayments made by or on behalf Seller under NASCAR and NHRA contracts which are assigned to Buyer and become Assumed Contracts shall be reimbursed by Buyer to Seller provided the other parties to the contract all recognize Buyer's entitlement to fully utilize such deposits or prepayments. A schedule setting forth the amounts due under this Section 2.2(b) is set forth on the attached Schedule 2.2(b).

2.3 Holdbacks.

(a) At the Closing, Buyer shall be entitled to a holdback from the Purchase Price in the amount of (i) \$500,000 (the "Inventory Holdback Amount") which amount shall be held pending a final determination of the value of the Inventory sold to Buyer by Seller on the Closing Date and (ii) \$100,000 (the "Receivables Holdback Amount"), which amount shall be held pending a final determination as to any adjustments with respect to the value of the accounts receivable sold to Buyer by Seller on the Closing Date. Both Holdback Amounts shall be deposited into an escrow account maintained by the attorney for Seller and not released to Seller or Buyer prior to the date which is fifteen (15) days after the Closing or while any dispute referenced in Section 2.3(d) below is pending, except as directed in a writing signed by both Buyer and Seller or upon order of the Bankruptcy Court.

(b) To the extent the value of the Inventory at cost (the "Inventory Value") on the Closing Date is less than \$4,500,000, Buyer shall be entitled to promptly receive from the Inventory Holdback Amount an amount equal to the amount by which the Inventory Value is less than \$4,500,000. The remaining amount, if any, of the Inventory Holdback Amount shall be released to Seller.

(c) To the extent any downward adjustments in the value of the Eligible Accounts Receivable existing on the Closing Date is required, Buyer shall be entitled to promptly receive from the Receivables Holdback Amount an amount equal to 80% of such downward adjustment. The remaining amount, if any, of the Receivables Holdback Amount shall be released to Seller.

(d) Buyer shall complete within fifteen (15) days of the Closing, its valuation of the Inventory and Eligible Accounts Receivable and present to Seller, in writing, any claim for a reduction in the Purchase Price. If no claim is made within fifteen (15) days of the Closing, then the Inventory Holdback Amount and Receivables Holdback Amount shall be released to Seller.

(d) If any dispute arises as to the Inventory Value or the value of Eligible Accounts Receivable and Buyer and Seller cannot resolve such dispute prior to the thirtieth (30th)

day after the Closing Date, then Seller may, by the filing of a motion with the Bankruptcy Court, seek a determination by the Bankruptcy Court of the Inventory Value or the value of the Eligible Accounts Receivable.

3. Assumption of Liabilities.

Buyer agrees that upon transfer of the Assets on the Closing Date, it shall assume and agree to pay, perform or discharge, to the extent not paid, performed or discharged by Seller on or before the Closing Date, only the obligations and liabilities of Seller set forth on Schedule 3 (collectively, the "Assumed Liabilities") and none other. Except for the Assumed Liabilities, Buyer shall not assume, or in any way be liable or responsible for, any of Seller's liabilities, debts, and obligations, whether known or unknown, now existing or hereafter arising, contingent, implied or liquidated (collectively, the "Retained Liabilities"). Without limiting the generality of the foregoing, the Retained Liabilities shall include:

(a) any liability or obligation of Seller arising out of or in connection with the negotiation and preparation of this Agreement and the consummation and performance of the transactions contemplated hereby, including but not limited to any tax liability so arising;

(b) any liability or obligation of Seller with respect to any employee benefit plan and any other liability or obligation with respect to any contractual, statutory or other severance benefits that may accrue as a result of the termination of employment by Seller of any of its employees on or prior to the Closing Date; provided, however, that Buyer will specifically assume any liability or obligation for accrued vacation and sick pay for any employees employed by Buyer after the Closing Date up to a maximum amount of \$100,000;

(c) any liability or obligation of Seller for any federal, state, county or local taxes of any kind or nature, or any taxes levied by any other taxing authority, or any interest or penalties thereon, including without limitation any sales or use tax obligations applicable to the transfer of the Assets as contemplated by this Agreement, it being hereby agreed by the parties that such obligations shall be paid by Seller;

(d) any liability or obligation of Seller to any shareholder of Seller or to any affiliate or related party of a shareholder of Seller;

(e) any liability to which any of the parties may become subject as a result of the transactions contemplated by this Agreement not complying with the bulk sales provisions of the Uniform Commercial Code as in effect in any state or any similar statute as enacted in any jurisdiction; and

(f) any liability with respect to any claims, suits, actions or causes of action arising out of or relating to the Assets or any other aspect of Seller's business on or prior to the Closing Date, including, without limitation, any liability, obligation or expense arising out of or relating to the environmental condition, cleanup or remediation of the Assets, the December 31,

1991 Administrative Consent Order (the "Consent Order") of State of Nevada Department of Natural Resources Division of Environmental Protection, or as to any other aspect of Seller's business on or prior to Closing Date, except as specifically agreed to by Buyer.

4. **Closing.**

4.1. The closing (the "Closing") of the purchase and sale of the Assets shall take place at the offices of Troop Meisinger Steuber & Pasich, LLP, 10940 Wilshire Boulevard, Suite 800, Los Angeles, California 90024 at 10:00 a.m. (PST) within ten (10) business days after the date that the Sale Order becomes a final order, unless Buyer specifies an earlier date and in doing so waives the requirement of a final order or unless both parties agree in writing to a later date (the "Closing Date").

4.2. At the Closing: (i) Seller shall deliver to Buyer (A) a Bill of Sale in the form of Exhibit "B" together with such other instruments of transfer and conveyance as shall be effective to vest in Buyer good and marketable title to the Assets, free and clear of any and all Liens, (except as expressly assumed by Buyer pursuant to Section 3), (B) an Assignment of the Real Property Lease being transferred to Buyer in the form of Exhibit "C", (C) any governmental and third party consents, approvals, or terminations of Liens or other security interests necessary for the consummation of the transactions contemplated hereby or as may be required to permit Seller to deliver the Assets free and clear of any and all Liens, and (D) all documents evidencing satisfaction of all of the conditions set forth in Section 8; and (ii) Buyer shall deliver to Seller (A) the Purchase Price and (B) the documents evidencing the satisfaction of all of the conditions provided for in Section 9.

5. **Representations and Warranties Of Seller.** Seller hereby makes the following representations, warranties and covenants to the Buyer:

5.1. Organization, Standing and Power. Mallory, Inc. is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization (Nevada) and is authorized to do business in all jurisdictions in which it conducts business.

5.2. Title to the Assets. Seller has, and will transfer to Buyer at the Closing, good and marketable title to all of the Assets, free and clear of all liens (including, without limitation, any tax liens), claims, charges, security interests, mortgages, pledges, conditions, restrictions, and obligations, and any and all other encumbrances, options, defects and other rights and interests of any type, kind or nature whatsoever of any third Person (the "Liens").

5.3. Litigation. Other than as set forth in Schedule 5.3, there is no suit or action (equitable, legal or administrative), arbitration or other proceeding pending, or to Seller's knowledge, threatened against Seller nor do there exist any facts which would, if known, give rise to such a suit or action.

5.4. Material Commitments, Agreements, Arrangements, Etc. Attached as Schedule 5.4 is a list of all Material Commitments of Seller, true copies of all of which have been made available to Buyer or its agents for review prior to the date hereof. The term "Material Commitments" includes: (a) all commitments directly relating to the Business out of the ordinary course of business; (b) all Material Commitments, agreements or instruments of Seller, the termination of which would have a material adverse effect on the Assets, financial condition or prospects of the Business; (c) the Real Property Lease and Personal Property Leases; (d) all bonus, incentive compensation, pension, group insurance or employee welfare plans of any nature whatsoever covering Seller's employees; (e) all collective bargaining agreements or other commitments to or with any labor unions or other employee representatives or groups of employees; and (f) each commitment which directly relates to the Assets or the Business, whether in the ordinary course of business or not, which involves future collections or payments, performance of services or receipt or delivery of goods and/or materials in an amount or value individually or in the aggregate in excess of \$100,000 or a term of more than six months.

5.5. Consents. Schedule 5.5 is a complete list of all approvals, consents or other actions of, or filings with, any Person, that are required in connection with the execution of, and the consummation of the transactions contemplated under, this Agreement.

5.6. Financial Statements. Seller has delivered to Buyer financial statements reflecting the results of operations and the financial position of the Seller's business (the "Financial Statements") at and for the period ended December 31, 1997. The Financial Statements are true, complete and accurate in all material respects and present fairly the financial condition of Seller for the periods therein specified.

5.7. Tax Matters. All tax returns, reports, statements or other material forms (each, a "Return") required to be filed with any governmental authority responsible for the imposition of any federal, state, local or other material tax or governmental charge (a "Tax"), on or before the Closing Date by or on behalf of Seller, has been or will be filed on or before the Closing Date in accordance with all applicable laws and all such Taxes shall be paid in full when due except as affected by the Bankruptcy Code. There is no audit, action, suit or proceeding, or, to the knowledge of Seller, any investigation now pending against or with respect to Seller in respect of any Tax or assessment.

5.8. Environmental Compliance Matters. Except as set forth in Schedule 5.8, Seller has not received any notice of any claim, proceeding or investigation under federal, state or local law or any law of any foreign jurisdiction relating to air, soil, subsurface and water pollution, soil monitoring and the storage, treatment, disposal, removal, security, release, discharge or emission of any Hazardous Material (as defined below). Except as set forth in Schedule 5.8, neither Seller nor any predecessor entity operating or controlling Seller's business has ever owned, leased or operated or otherwise controlled any real property at which a claim or proceeding is currently pending or threatened, nor does there exist any condition on any such property which would give rise to any such claim or proceeding under federal, state or local law or any law of any foreign jurisdiction relating to air, soil, subsurface, water pollution, soil monitoring and the storage, treatment, disposal, removal, security, release, discharge or emission of any Hazardous Material.

For the purposes of this Agreement, "Hazardous Material" shall include any flammables, asbestos, explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state, local or foreign laws, rules, regulations or orders, or which federal, state, local or foreign laws, rules, regulations or orders designate as potentially dangerous to public health and/or safety when present in the environment. Except as otherwise agreed to by Buyer and Seller, Buyer shall not assume or become responsible for any liabilities of Seller or any other Person, whether or not associated in any way with the Assets, or any other obligation or expense of any kind or amount relating or concerning the environmental clean-up or remediation of any of the facilities subject to the Real Property Lease or arising out of or relating to any other aspect of Seller's business on or prior to Closing. Nothing herein is intended to impose liability or responsibility upon Seller for acts or omissions of Buyer occurring after Closing or to impose liability or responsibility upon Buyer for acts or omissions of Seller or any other Person occurring prior to Closing.

5.9. Insurance. There are no outstanding or unsatisfied requirements or recommendations imposed or made by any of Seller's current insurance companies with respect to current policies covering Seller or any of the Assets, or any governmental authority requiring or recommending, with respect to any of the Assets, that any repairs or other work be done on or with respect to, or requiring or recommending any equipment or facilities be installed on or in connection with, any of the Assets. Seller carries, and (with respect to any period for which a claim against Seller may still arise) has always carried, product liability insurance, workmen's compensation insurance in reasonable amounts, and other insurance which is reasonably necessary to the conduct of Seller's business.

5.10. Employee Benefit Plans, Etc. Set forth on Schedule 5.10 is a true and complete list of each employee benefit plan, fringe benefit plan, vacation plan, sick leave plan, retiree health plan, bonus plan, deferred compensation plan and any other compensation agreements or plan or funding arrangement (collectively, the "Plans") sponsored, maintained or contributed to by Seller or by any member of a group or organization of which Seller is a member under which any Employee may be entitled to benefits. Seller has delivered to Buyer accurate and complete copies of all documents embodying or relating to the Plans, including a list of the employees eligible for coverage and the benefits available under each such Plan. All Plans have in the past been, and are now, in all respects maintained, funded and administered in compliance with all applicable law.

5.11. Prepaid Expenses; Deposits. Set forth in Schedule 5.11 is a true, complete and accurate list of all prepaid expenses, trade deposits, security deposits and other similar assets of Seller existing as of the Closing Date.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

6.1. Organization, Standing and Corporate Power. Buyer is a corporation duly organized and existing and in good standing under the laws of the State of Delaware and has full

corporate power and authority to consummate the transactions contemplated by this Agreement to which Buyer is a party, and to own its properties and carry on its business as presently conducted.

6.2. Execution, Delivery, and Performance. The execution, delivery and performance of this Agreement by Buyer, and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Buyer, and Buyer has taken all other actions required by law, its Certificate of Incorporation and Bylaws in order to consummate the transactions contemplated by this Agreement. This Agreement has been validly executed and delivered by Buyer, and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms.

6.3. Effect of Agreement. The execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not, with or without the giving of notice or lapse of time, or both: (i) conflict with the Certificate of Incorporation or Bylaws of Buyer; (ii) violate any judgment, order, writ or decree of any court or administrative body applicable to Buyer; (iii) violate any provision of any law, statute, rule or regulation to which Buyer is subject; or (iv) result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under any material contract or agreement of Buyer, or result in the creation of any Lien upon any of the assets of Buyer.

6.4. Consents. Except as set forth on Schedule 6.4, no consents of any Person are required in connection with the consummation by Buyer of the transactions contemplated under this Agreement.

7. Pre-Closing Covenants; Seller.

Seller hereby covenants and agrees with Buyer that, between the date hereof and the Closing Date:

7.1. Conduct of Business Until Closing Date. Except as permitted or required hereby or as Buyer may otherwise consent in advance in writing, Seller shall:

(a) operate the business of Seller only in the usual, regular and ordinary manner, and use their best efforts to (i) preserve the present business organization of Seller intact, (ii) keep available the services of the present employees of Seller and (iii) preserve the current business relationships of Seller with customers, suppliers, distributors and others having business dealings with it;

(b) maintain the books, records and accounts of Seller in the usual, regular and ordinary manner, on a basis consistent with prior periods;

(c) duly comply with all laws applicable to Seller and to the conduct of its business; and

(d) perform all of the obligations of Seller without default.

7.2. Access and Information. Seller has made available to Buyer and its agents access to all of the properties, books, Material Commitments, and records of or relating to its Assets and business, and until the Closing Date shall furnish Buyer with such additional financial and operating data and other information as to the Business and Assets as Buyer or its agents reasonably may request, including copies or extracts of pertinent records, documents and Material Commitments. Seller shall use its best efforts to cause its independent accountants and auditors to make available for inspection to Buyer and its accountants any and all of their statements, working papers and underlying records and data, as Buyer reasonably may request. Seller's covenants under this Section 7.2 are made with the understanding that Buyer and its representatives will make reasonable efforts to keep confidential any information obtained from Seller concerning the properties, operations and business of Seller, and prior to the Closing will use such information solely for the consummation of the transactions contemplated hereby.

7.3. Advice of Changes. If Seller becomes aware of any fact or facts which, if known at the date of this Agreement, would, individually or in the aggregate, materially and adversely affects its ability to perform its obligations under this Agreement or materially and adversely affects the Business or the Assets, Seller shall promptly advise Buyer in writing thereof.

7.4. Consents of Others. As soon as reasonably practicable after the date hereof and in any event prior to the Closing, Seller will obtain the consents of all Persons designated by Buyer to the assignment and transfer to Buyer of all of the business, properties, assets, leaseholds, Material Commitments, and agreements herein provided to be assigned and transferred to Buyer.

7.5. Insurance. Seller shall continue its existing insurance policies with respect to Seller's business and the Assets, subject only to variations in amounts required by ordinary operations of Seller's business.

7.6. Governmental and Third Party Consents and Approvals. Both prior and subsequent to the Closing, Seller shall take all such actions as may be necessary or will assist in Buyer's efforts to: (a) prepare and file applications with any local governmental agency or other appropriate agency and any other necessary third party for consent to the transactions contemplated by this Agreement or the ancillary agreements, or as may be required to deliver the Assets free and clear of any Liens, including all notices and documentation in connection with bulk transfer provisions of the Uniform Commercial Code of the State of Nevada; (b) prosecute such applications with diligence; (c) diligently oppose any objections to, appeals from or petitions to reconsider such governmental or third party approvals or consents; and (d) take all such further action as reasonably may be necessary to obtain and maintain such consents.

8. **Conditions to Obligations of Buyer.**

Unless waived, in whole or in part, in writing by Buyer, Buyer's obligation to effect the transactions contemplated hereby and in each of the agreements related to the transactions provided herein shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions:

8.1. Documentation. All documents relating to the transactions contemplated by this Agreement shall be reasonably satisfactory to Buyer's legal counsel.

8.2. Bankruptcy Court and Other Approvals. Seller shall have obtained (a) a final and non-appealable Sale Order by not later than April 30, 1998, and (b) all other approvals required to be obtained by Seller hereunder prior to the Closing Date.

8.3. No Liens. All of the Assets shall be sold and/or assigned free and clear of all Liens, other than those Liens which Buyer has agreed to assume.

8.4. Contemporaneous Transactions. Seller shall have executed and delivered to Buyer the Bill of Sale and all such other documents, assignments, and agreements as Buyer reasonably deems necessary or appropriate to transfer the Assets to Buyer and to consummate the terms of this Agreement.

8.5. Assumption and Assignment of Lease. Seller shall have assumed and assigned all agreements relating to the Real Property Lease to Buyer and obtained a final and non-appealable Order from the Bankruptcy Court authorizing the assumption and assignment of such agreement.

8.6. Material Adverse Change. There shall not be any material adverse change in the Assets, Business or future prospects of the Business between the time of execution of this Agreement and the Closing Date. For purposes of this subsection, there shall be a material adverse change if the Buyer, acting reasonably in performing due diligence of the Assets and Business, determines that the Assets or the Business have materially deteriorated in value during the applicable period, or are likely to materially deteriorate in value shortly after the Closing Date due to factors outside of the control of the Buyer. "Materially deteriorate in value" means to diminish in value by at least \$500,000. Buyer is aware that Super Shops, Inc., a major customer of Seller, has liquidated its business and assets and is no longer a customer for the products sold by Seller. The loss of Super Shops, Inc. as a customer as well as a layoff of Seller's personnel who support the sales and the production of products for Super Shops shall not be deemed a breach by Seller of any representation or warranty hereunder or a breach of Seller of this Agreement.

8.7. Representations and Warranties of Seller to be True. The representations and warranties of Seller contained herein shall be true and correct in all material respects on the Closing Date with the same effect as though made at such time. Seller shall have performed all obligations and complied with all covenants required by this Agreement and each of the ancillary agreements to be performed or complied with by it prior to the Closing Date.

8.8. Closing Certificate. Seller shall have delivered a certificate, dated the Closing Date, certifying that the conditions specified in Section 7 have been satisfied.

8.9. Approvals. Seller shall have obtained all approvals required to be obtained by Seller hereunder.

8.10. Seventh Amendment to the Lease. Buyer shall have received the Seventh Amendment to the Lease executed by Landlord thereunder and consented to by Wells Fargo Bank.

8.11. Termination of Employees. Buyer shall have received evidence that Seller's employees have been terminated without any obligation on the part of the Buyer to rehire any such employees.

8.12. Release of Liens. Seller shall have used its best efforts to obtain and deliver all necessary UCC termination statements and related documents fully executed by the secured party therein, or assurances that such secured party will execute such UCC termination statements and documents, releasing any and all Liens on the Assets.

9. **Conditions to Obligations of Seller.**

Unless waived, in whole or in part, in writing by Seller, the obligations of Seller to effect the consummation of the transactions contemplated hereby shall be subject to the fulfillment prior to or at the Closing of each of the following conditions:

9.1. Representations and Warranties of Buyer to be True. The representations and warranties of Buyer contained herein shall be true and correct in all material respects on the Closing Date with the same effect as though made at such time.

9.2. Documentation. All documents relating to the transactions contemplated by this Agreement shall be reasonably satisfactory to Seller's legal counsel.

9.3. Closing Certificate. Buyer shall have delivered a certificate, dated the Closing Date, certifying that the conditions to its obligations to consummate the transaction specified in Section 8 have been satisfied or waived.

9.4. Contemporaneous Transactions. Buyer shall have paid the Purchase Price at Closing.

10. **Bankruptcy Court Procedures and Approvals.**

10.1. Order Approving Sale. Buyer's obligation to close shall be subject to entry of a final non-appealable order of the Bankruptcy Court approving the sale of the Assets (which condition Buyer may waive without further notice to or consent of the Bankruptcy Court or any interested parties) on terms reasonably acceptable to Buyer (the "Sale Order"). In the event the Sale Order does not become a final non-applicable order before April 30, 1998, then Buyer, at its option, may terminate this Agreement. The Sale Order shall provide for this sale of all Assets and the assignment of the leases free and clear of all claims, Liens, interests, actions, causes of action and demands, including, but not limited to, all product liability and warranty claims of any nature.

11. **Nature and Survival of Representations and Warranties; Indemnity; Expenses.**

11.1. Survival of Representations and Warranties. None of Seller's or Buyer's representations and warranties or Seller's pre-closing covenants set forth in Section 7 shall survive the Closing.

11.2. Indemnification by Seller.

(a) Seller hereby agrees to indemnify, defend and hold Buyer, and Buyer's officers, directors, shareholders, employees, administrators, agents, successors and assigns (individually a "Buyer Indemnified Party"), harmless from and against any and all liability, loss, cost or expense which any of them may suffer or become liable for as a result of or in connection with any of the following:

(i) any liability or obligation of Seller with respect to any employee benefit plan and any other liability or obligation with respect to any contractual, statutory or other severance benefits that may accrue as a result of the termination of employment by Seller of any of its employees, except those expressly assumed by Buyer pursuant to Section 3(b);

(ii) any liability or obligation of Seller for any federal, state, county or local taxes of any kind or nature, or any taxes levied by any other taxing authority, or any interest or penalties thereon, including, but not limited to any sales or use tax obligations applicable to the transfer of the Assets as contemplated by this Agreement, it being hereby agreed by the parties hereto that such obligations shall be paid by Seller;

(iii) any liability to which any of the parties may become subject as a result of the transactions contemplated by this Agreement not complying with the provisions of the Uniform Commercial Code as in effect in any state or any similar statute as enacted in any jurisdiction;

(iv) any liability, obligation or claim with respect to the Retained Assets and/or the Retained Liabilities; and

(v) any liability under the Consent Order or for any other liabilities arising out of or relating to similar pre-Closing environmental or remediation issues, except as to obligations expressly agreed to by Buyer and only to the extent Buyer has exhausted all other sources of payment for such liabilities.

(b) Buyer hereby agrees that with respect to any right to or claim for indemnification with respect to any liability specified in clauses (iv) and (v) above, that Buyer's sole remedy against Seller under this Section 11.2 shall be in the form of a general unsecured claim against Seller's bankruptcy estate.

11.3. Indemnification by the Buyer. Buyer hereby agrees to indemnify, defend and hold Seller, and Seller's affiliates, officers, directors, shareholders, employees, administrators, agents, successors and assigns (individually a "Seller Indemnified Party"), harmless from and against any and all liability, loss, cost, or expense which any of them may suffer or become liable for as a result of or in connection with any of the following:

(a) all liabilities of or claims against the Seller Indemnified Parties of any nature, whether accrued, absolute, contingent or otherwise, with respect to the Assumed Liabilities;

(b) all liabilities of or claims against the Seller Indemnified Parties or the Buyer of any nature, whether accrued, absolute, contingent or otherwise, attributable or relating to the operation by Buyer of the Business, or the utilization or disposition by Buyer of all or any part of the Assets, from and after the Closing Date; or

(c) any attempt (whether or not successful) by any Person to cause or require a Seller Indemnified Party to pay or discharge an Assumed Liability.

11.4. Right to Defend, Etc. (a) If the facts giving rise to any such indemnification shall involve any actual claim or demand by any third party against a Seller Indemnified Party, the Buyer shall be entitled to notice of and entitled (without prejudice to the right of any Seller Indemnified Party to participate at its own expense through counsel of its own choosing) to defend or prosecute such claim at their expense and through counsel of their own choosing if they give written notice of their intention to do so no later than the time by which the interests of the Seller Indemnified Party would be materially prejudiced as a result of its failure to have received such notice; provided, however, that if the defendants in any action shall include both Buyer and a Seller Indemnified Party, and the Seller Indemnified Party shall have reasonably concluded that counsel selected by the Buyer has a conflict of interest because of the availability of different or additional defenses to the Seller Indemnified Party, the Seller Indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its behalf. The Seller Indemnified Party shall cooperate fully in the defense of such claim and shall make available to the Buyer pertinent information under its control relating thereto.

(b) If the facts giving rise to any such indemnification shall involve any actual claim or demand by any third party against a Buyer Indemnified Party, Seller shall be entitled to notice of and entitled (without prejudice to the right of any Buyer Indemnified Party to participate at its own expense through counsel of its own choosing) to defend or prosecute such claim at their expense and through counsel of their own choosing if they give written notice of their intention to do so no later than the time by which the interests of the Buyer Indemnified Party would be materially prejudiced as a result of its failure to have received such notice; provided, however, that if the defendants in any action shall include both Seller and a Buyer Indemnified Party, and the Buyer Indemnified Party shall have reasonably concluded that counsel selected by Seller has a conflict of interest because of the availability of different or additional defenses to the Buyer Indemnified Party, the Buyer Indemnified Party shall have the right to select separate counsel to

participate in the defense of such action on its behalf. The Buyer Indemnified Party shall cooperate fully in the defense of such claim and shall make available to Seller pertinent information under its control relating thereto.

11.5. Subrogation. (a) If a Seller Indemnified Party receives payment or other indemnification from the Buyer hereunder, the Buyer shall be subrogated to the extent of such payment or indemnification to all rights in respect of the subject matter of such claim to which the Seller Indemnified Party may be entitled, to institute appropriate action for the recovery thereof, and the Seller Indemnified Party agrees reasonably to assist and cooperate with the Buyer at no expense to the Seller Indemnified Party in enforcing such rights.

(b) If a Buyer Indemnified Party receives payment or other indemnification from Seller hereunder, Seller shall be subrogated to the extent of such payment or indemnification to all rights in respect of the subject matter of such claim to which the Buyer Indemnified Party may be entitled, to institute appropriate action for the recovery thereof, and the Buyer Indemnified Party agrees reasonably to assist and cooperate with Seller at no expense to the Buyer Indemnified Party in enforcing such rights.

11.6. Expenses. Each party shall be responsible for its own professional fees and transaction costs.

12. Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual agreement of Seller and Buyer; provided, however, that such termination is set forth in a writing executed by both parties; or

(b) by Buyer, in a writing, if the Closing does not occur on or prior to April 30, 1998, other than by reason of a breach of a duty or obligation hereunder of Buyer; or

(c) by either Buyer or Seller if satisfaction in any material respect of any condition to such party's obligations hereunder becomes impossible, and has not been satisfied or waived, unless such impossibility is primarily due to the breach by the party desiring to terminate the Agreement of its obligations hereunder or the inaccuracy at the time made of any of the representations or warranties of the party desiring to terminate this Agreement.

In the event of such termination, no party shall have any obligation or liability to any other in respect to this Agreement, except for any breach of contract occurring prior to such termination, and any obligation expressly created hereunder incurred prior to the date of termination, and the transactions contemplated hereby shall be abandoned and cease to have any further effect.

13. Taxes.

13.1. Payment of Taxes, Filing of Returns. Seller shall remain liable for the filing of all Returns and for the payment of all Taxes of Seller relating to the operation of the Business for any period ending on or prior to the Closing Date and Seller shall remain so liable for the payment of all of its Taxes attributable to or relating to the consummation of the transactions contemplated herein, and shall indemnify and hold Buyer harmless from and against all liability in connection therewith.

13.2. Sales Taxes. Seller shall bear the responsibility for sales, use or other similar Taxes, if any, arising out of the consummation of the transactions herein provided for and Seller shall be responsible for the filing of all Returns and reports as are required by law to be filed by Seller with respect to such Taxes.

14. Miscellaneous.

14.1. Definitions. "Person" means any individual, corporation, trust, estate, partnership, joint venture, company, association, governmental bureau or other entity of whatsoever kind or nature. "Or" is not exclusive.

14.2. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be given by personal delivery; United States mail, certified or registered with return receipt requested; or by telegram, telecopy/facsimile (which facsimile is subsequently confirmed) or telex:

(i) If to Seller, to:

Mallory, Inc.
c/o John Grigsby
2255 Glades Road, Suite 307E
Boca Raton, Fla. 33431
Fax No. (561) 994-3298

With a copy to:

Troop Meisinger Steuber & Pasich, LLP
10940 Wilshire Blvd.
Los Angeles, CA 90024
Attn: Gary E. Klausner, Esq.
Fax No. (310) 443-8740

(ii) If to Buyer, to:

Echlin, Inc.
100 Double Beach Road
Branford, Connecticut 06405
Attn: Corporate Secretary
Fax No. (203) 481-6485

With copies to:

Paul, Hastings, Janofsky & Walker, LLP
555 South Flower Street, 23rd Floor
Los Angeles, CA 90071-2371
Attn: Thomas P. Brennan, Esq.
Fax No. (213) 627-0704

or at such other address or addresses as may have been furnished by any party in a writing to the other parties hereto. Any such notice, request, demand or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mail by first-class certified mail, return receipt requested, postage prepaid, addressed as aforesaid, (ii) if given by telecopy, telegram or telex, on upon confirmation of transmission, or (iii) if given by any other means, when delivered at the addresses specified herein.

14.3. Governing Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof

14.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.5. Entire Agreement Amendment, Waiver. The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties. This Agreement, together with exhibits and schedules hereto constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, heirs and personal representatives. No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision.

14.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.7. Time of the Essence. Time is of the essence of each provision of this Agreement in which time is an element.

14.8. Adverse Construction. The rule that a contract is to be construed against the party drafting the contract is hereby waived, and shall have no applicability in construing this Agreement or the terms hereof.

14.9. Intent. Each party acknowledges that it has and exclusively relied upon its own legal, tax and accounting advisors in connection with the structure, negotiation and execution of this Agreement or any of the ancillary agreements, and the performance of its obligations hereunder and thereunder.

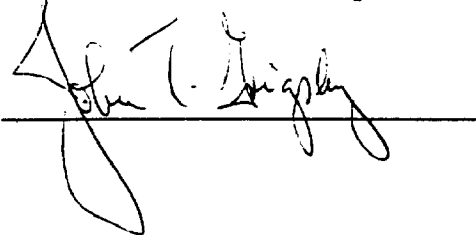
14.10 Further Assurance. At Buyer's request, whether at or after the Closing and without further consideration, Seller shall execute and deliver such further instruments of conveyance and take such other action as may be required to more effectively convey and transfer the Assets to Buyer and, if necessary, shall assist Buyer in the collection or reduction to possession of such property.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

"SELLER"

MALLORY, INC., a Nevada corporation

By:



A handwritten signature in black ink, appearing to read "John L. Higley", is written over a solid horizontal line.

"BUYER"

MR. GASKET, INC., a
Delaware corporation

By: _____

14.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

"SELLER"

MALLORY, INC., a Nevada corporation

By: _____

"BUYER"

MR. GASKET, INC., a
Delaware corporation

By: E. D. Locke
Vice President

PATENT ASSIGNMENT

WHEREAS, MALLORY, INC., a Nevada corporation with an address at 550 Mallory Way, Carson City, Nevada 89701 ("Assignor"), owns all right, title and interest in and to the patents and/or patent applications identified in Exhibit A attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, the "Patents"), the renewals therefor and all claims for past infringement thereof.

WHEREAS, MR. GASKET, INC., a Delaware corporation with an address at 8700 Brookpark Road, Brooklyn, Ohio 44129 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Patents, the renewals therefor and all claims for past infringement thereof.

WHEREAS, Assignor has agreed, pursuant to the terms set forth in that certain Asset Purchase Agreement dated as of April 21, 1998 (the "Purchase Agreement"), to sell and assign its interests in the Patents to Assignee, free and clear of any and all Liens (as that term is defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all Liens, Assignor's entire right, title, and interest in and to the Patents and divisions, continuations or continuations-in-part thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past infringements and of interference proceedings and reexamination involving such Patents. Except as set forth in the Purchase Agreement, Assignor hereby represents and warrants that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Patents, and that it has full power and authority to enter into and perform this Assignment.

Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name patent applications in the United States and in foreign countries in connection with the inventions hereby transferred, and to secure in its own name the patents issued thereon. Assignor, at any time at or after the date of this Assignment, shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances,

documents, and instruments of transfer reasonably requested by Assignee and shall take any other action consistent with the terms of this Assignment that may reasonably be requested by Assignee for the purpose of granting and transferring to Assignee, or reducing to Assignee's possession, any or all of the Patents. Assignor also hereby appoints Assignee as its agent to act in Assignor's name and on Assignor's behalf to take any action necessary to effect the transfer of any of the Patents to Assignee, or prosecute or otherwise enforce any claims, rights or benefits relating to the Patents in Assignor's name, including bringing suit in Assignor's name.

This Assignment shall be governed by and construed in accordance with the laws of the State of California and the United States Bankruptcy Code.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 21st day of April, 1998.

MALLORY, INC.

By: _____


John T. Grigsby
President

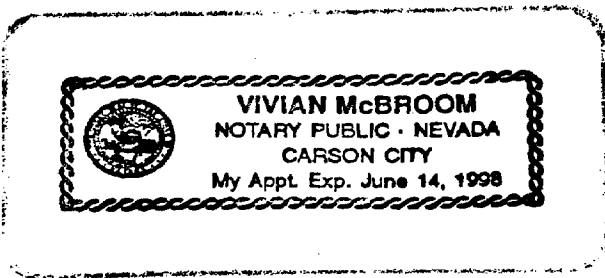
STATE OF NEVADA)
COUNTY OF WASCOE) SS

On this 21st day of April, 1998, John T. Grigsby, the undersigned officer, personally appeared before me VIVIAN MCBROOM, known personally to me to be the President of the above-named corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vivian McBroom
Notary Public
My Commission expires: 6/14/98

Notarial Seal



LA-293291.1

Schedule 1.1(c)
Patents

DESCRIPTION	REG. #	ISSUE DATE
ELECTRICAL SWITCHING CIRCUIT	3408993	11/5/68
ELECTRONIC SPEED CONTROL DEVICE FOR AN ENGINE	3430615	3/4/69
CAPACITIVE DISCHARGE SYSTEM FOR INTERNAL COMBUSTION ENGINES	3581726	7/22/69
CAPACITIVE DISCHARGE IGNITION SYS.	3504658	4/7/70
BREAKERLESS IGNITION SYSTEM	3646926	3/7/72
BREAKERLESS IGNITION SYSTEM	915248	11/21/72
OSCILLATOR OPERATED IGNITION CIRCUIT	915249	11/21/72
IGNITION SYSTEM	3720194	3/13/73
CAPACITIVE DISCHARGE IGNITION	3842817	10/22/74
CONSTANT DUTY CYCLE MONOSTABLE	4057740	11/8/77
DISTRIBUTOR SPRING FOR USE IN A MAGNETIC SENSOR	4119075	10/10/78
BREAKERLESS CAPACITIVE DISCHARGE IGNITION SYSTEM	4141331	2/27/79
COMBINED RPM LIMITER & ELECTRONIC TACHOMETER W/SHIFT POINT INDICATOR	4262641	4/21/81
GAS DETECTOR	4340885	7/20/82
MULTI-SPARK CD IGNITION	4345576	8/24/82
CAPACITIVE DISCHARGE IGNITION SYSTEM FOR INTERNAL COMBUSTION ENGINES	3646605	2/29/72
IGNITION DISTRIBUTOR ADVANCE PLATE	4458638	7/10/84
QUIK CHIP	1611887	9/4/90
FUEL PUMP INTERNALLY BYPASSED	5007806	4/16/91

Schedule 1.1(c)
Patents

PLUNGER TYPE FUEL PRESSURE REGULATOR	-	4998557	3/12/91
FUEL PUMP REGULATOR	-	5111793	5/12/92
FUEL PUMP CHAMBER	-	Des.327277	6/23/92
PLUNGER TYPE FUEL PRESSURE REGULATOR	-	5123436	6/23/92
MULTIPOINT RETURN TYPE PRESSURE REGULATOR	-	5186147	2/16/93