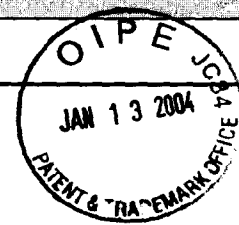


01-21-2004

SHEET
ONLY

TO THE DIRECTOR OF THE US P
SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

102650502



1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. ACME GENERAL CORP.

3.
5.
7.

1-13-04

2.
4.
6.
8.ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: THE STANLEY WORKS

ADDRESS: ADDRESS: 1000 Stanley Drive, New Britain, CT 06050

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

- ☐ ASSIGNMENT OF ☐ WHOLE ☐ PART INTEREST
☐ ORIGINAL ☐ FACSIMILE/PHOTOCOPY
☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION
☐ SECURITY ☐ MERGER ☒ OTHER: Agreement and Plan of Merger

EXEC. DATE: February 26, 1987

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☒ YES ☐ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR if not in item 1
			4631894		Jerila

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:

Pillsbury Winthrop LLP
Intellectual Property Group
P.O. Box 10500 McLean, VA 22102

6. NUMBER INVOLVED:

APPLNS 0 + PATS 5 = TOTAL = 5

7. AMOUNT OF FEE DUE: (Code 8021)
ABOVE TOTAL x \$40 = \$200

5.5 ATTY DKT:

P 081589

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT
NUMBER: 03-3975

UNDER ORDER NO	081589	0000008
dup. sheet not required	CLIENT NO.	MATTER NO.

9. 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.

Signature

Attorney: Glenn T. Barrett

Reg. No. 38705

Atty/Sec: GTB/dlh

TEL: (703) 905-2011

Date: January 13, 2004

FAX: (703) 905-2500

10. Total number of pages including this
cover sheet, attachments and document
(do not file dup. Cover sheet)

103

FILE WITH PTO RETURN RECEIPT (PAT-103A)

01/20/2004 EDOOPER 00000155 033975 4631894

01 FC:8021

200.00 DA

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR If not in item 1
			4722150 4644992 4819297 4811683		Jacobs et al. Jerila Jacobs et al. Gephardt et al.

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger, dated as of February 26, 1987, among THE STANLEY WORKS, a Connecticut corporation ("Stanley"), EMCA MERGER CORPORATION, a Delaware corporation ("Stanley Sub"), ACME HOLDING CORP., a Delaware corporation ("Holding") (Stanley Sub and Holding each being sometimes hereinafter individually referred to as a "Constituent Corporation" and collectively referred to as the "Constituent Corporations"), and the persons designated as the "Shareholders" of Holding on Exhibit A.

The respective Boards of Directors of Stanley, Stanley Sub and Holding have approved the merger of Stanley Sub into Holding (the "Merger") upon the terms and subject to the conditions set forth herein.

Background of Agreement

Stanley wishes to merge Stanley Sub into Holding and, in the Merger, have an exchange of shares of Stanley's common stock for all of the outstanding stock of Holding, and to account for this transaction as a pooling of interests. Holding believes that the Merger is in the best interests of its stockholders.

Subsequent to the execution and delivery of this Agreement, and pursuant to the provisions and subject to the

terms and conditions hereof, Holding and Stanley Sub are to enter into an Agreement of Merger annexed hereto as Exhibit B (the "Agreement of Merger") which provides for the merger of Stanley Sub with and into Holding (sometimes referred to herein as the "Surviving Corporation"). In the Agreement of Merger it is contemplated that all outstanding shares of Holding common stock, par value \$.01 per share ("Holding Common Stock"), will be converted into the right to receive 900,000 shares of Stanley common stock, par value \$2.50 per share ("Stanley Common Stock"). The parties hereto desire to enter into this Agreement for the purpose of setting forth certain representations, warranties, covenants and further agreements with respect to the Merger.

In consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, covenants and agreements hereinafter contained, Stanley, Stanley Sub, Holding and the Shareholders agree as follows:

ARTICLE I

THE MERGER

Subject to the terms and conditions contained herein, as soon as practicable after the performance of all agreements and obligations of the parties contained herein and upon fulfillment or waiver of all of the conditions con-

tained herein, the Agreement of Merger shall be executed and a Certificate of Merger shall be filed with the Secretary of State of Delaware and the Merger shall become effective in accordance with the terms of the Agreement of Merger. The time of the filing of the Certificate of Merger in Delaware is sometimes hereinafter referred to as the "Effective Date".

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF HOLDING AND THE SHAREHOLDERS

Holding and each of the Shareholders hereby represent and warrant to Stanley and Stanley Sub as follows:

SECTION 2.1. Corporate Organization. Holding is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and each Holding Subsidiary, as defined in Section 2.3, is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Holding has all requisite power and authority (corporate and other) to own, operate and lease its properties and to carry on its business as now being conducted, and is qualified to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualifica-

tion necessary. Holding is qualified to do business only in California and Delaware. Holding has not received any written notice or assertion within the last three years from the Secretary of State or comparable official of any jurisdiction to the effect that Holding is required to be qualified or otherwise authorized to do business therein, in which jurisdiction Holding has not qualified or obtained such authorization. Holding has previously delivered to Stanley complete and correct copies of its charter and all amendments thereto to the date hereof certified by the Secretary of State of Delaware, and its by-laws as presently in effect certified by the Secretary of Holding, and Holding is not in default in the performance, observation or fulfillment of either of its charter or by-laws.

SECTION 2.2. Capitalization. The authorized capital stock of Holding consists of 500,000 authorized shares of Holding Common Stock, 400,000 shares of which are issued and outstanding, and 9,092 shares of preferred stock, par value \$.10 per share ("Holding Preferred Stock"), all of which have been converted into shares of Holding Common Stock, and no other authorized shares of any other class. All outstanding shares of Holding Common Stock have been validly issued by Holding and are fully paid, non-assessable and free of preemptive rights. The issuance and sale of all

such shares have been in full compliance with all applicable federal and state securities laws.

No shares of Holding capital stock have been reserved for issuance for any purpose and there is no subscription, option, warrant, call, right, contract, commitment, understanding or arrangement relating to the issuance, sale or transfer by Holding of any shares of its capital stock or the capital stock of any of the Holding Subsidiaries (as such term is defined in Section 2.3 hereof), including any right of conversion or exchange under any outstanding security or other instrument.

SECTION 2.3. Subsidiaries. A Holding "Subsidiary" shall mean a corporation of which Holding owns directly or indirectly more than 50% of the voting stock, except that, with respect to consolidated financial statements referred to in this Agreement, a Holding "Subsidiary" shall mean a corporation the accounts of which are consolidated with Holding. Schedule 2.3 previously delivered by Holding to Stanley sets forth: (i) the name of each Holding Subsidiary, (ii) the jurisdiction of its incorporation, (iii) the number and class of shares of its capital stock issued and outstanding, (iv) a description of any outstanding options or other rights to acquire its securities, (v) the securities of such corporation owned, directly or indi-

rectly, by Holding, (vi) a description of any limitations on Holding's ability to vote or alienate such securities, (vii) the securities of such corporation owned, directly or indirectly, by any of the "affiliates" referred to in Section 2.20, or by the officers or directors of Holding or any Holding Subsidiary, (viii) with respect to each Holding Subsidiary, a list of all jurisdictions in which such Holding Subsidiary is qualified to do business, (ix) the names and percentage ownership of all record and beneficial owners of shares of capital stock of each Holding Subsidiary other than Holding, and (x) a list of any other equity securities beneficially owned by Holding. Except for capital stock of the Holding Subsidiaries, Holding does not own, directly or indirectly, any capital stock or other equity of any corporation or have any direct or indirect equity or ownership interest in any business other than the businesses conducted by Holding and the Holding Subsidiaries. Except as set forth in Schedule 2.3, neither Holding nor any Holding Subsidiary is subject to any obligation or requirement to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any entity.

All outstanding shares of capital stock of each Holding Subsidiary have been validly issued and are fully paid, non-assessable and free of preemptive rights. Each

Holding Subsidiary has all requisite power and authority (corporate and other) to own, operate and lease its properties and to carry on its business as now being conducted, and is qualified to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary. There has not been any written notice or assertion within the last three years from the Secretary of State or comparable official of any jurisdiction to the effect that any Holding Subsidiary has not qualified or obtained such authorization. Except as listed on Schedule 2.3, there are no voting trusts or other agreements or understandings with respect to the voting of the capital stock of any of the Holding Subsidiaries. There is no subscription, option, warrant, call, right, contract, commitment, understanding or arrangement relating to the issuance, sale or transfer by any Holding Subsidiary of any shares of the capital stock of Holding or any Holding Subsidiary, including any right of conversion or exchange under any outstanding security or other instrument. Except as set forth in Schedule 2.3, all shares of each Holding Subsidiary which are owned directly or indirectly by Holding are owned by Holding or a Holding Subsidiary free and clear of all liens, charges, encumbrances, equities, claims and options

of whatever nature. Holding has heretofore delivered to Stanley complete and correct copies of the charter and by-laws of each Holding Subsidiary, as amended and presently in effect, and no Holding Subsidiary is in default in the performance, observation, or fulfillment of either of its charter or its by-laws.

SECTION 2.4. Obligations to Register. Except as disclosed in Schedule 2.4, neither Holding nor any Holding Subsidiary has any outstanding agreement or obligation to register any securities under the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "Securities Act"). Any agreement or obligation listed on Schedule 2.4 shall be cancelled prior to the Effective Date.

SECTION 2.5. Financial Statements and Undisclosed Liabilities. Holding has previously delivered to Stanley the consolidated balance sheets of Holding as at December 21, 1986, October 26, 1986, April 27, 1986 and June 14, 1985, and of Acme General Corporation ("Acme") as at June 14, 1985, October 28, 1984 and October 30, 1983 and the related statements of income and retained earnings and (except with respect to the period ended June 14, 1985 and monthly periods) changes in financial position for Holding and Acme respectively for the respective fiscal years and periods then ended, including the notes thereto, in the case

of the fiscal year (including the short fiscal year ended April 27, 1986) financial statements examined by and accompanied by the report of Price Waterhouse, independent certified public accountants, and in the case of all of such financial statements accompanied by the certification of the chief financial officer of Holding (the consolidated financial statements of Holding and Acme are referred to collectively as the "Holding Financial Statements" and include statements as to the condition and results, respectively, of Holding and each Holding Subsidiary and of Acme and its subsidiaries). The Holding Financial Statements have been prepared from and are in accordance with the books and records of Holding and the Holding Subsidiaries and Acme and its subsidiaries, respectively, and present fairly the financial condition, results of operations and changes in financial position of Holding and Acme, respectively, as of the dates and for the periods indicated, in each case in conformity with generally accepted accounting principles, consistently applied during such periods, except as otherwise stated in such financial statements or on Schedule 2.5, and except to the extent that unaudited interim financial statements may be condensed or summary statements and may omit footnotes to the extent permitted by Rule 10.01(a)(5) of Regulation S-X of the Securities and Exchange Commission. Except as and to

the extent reflected or disclosed in the balance sheet of Holding dated as of October 26, 1986 (or in the notes to the Holding Financial Statements for the fiscal period then ended) or in Schedule 2.5, Holding and the Holding Subsidiaries had at that date no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise and whether due or to become due), which exceeded \$200,000 in the aggregate. Neither the October 26, 1986 nor the December 21, 1986 balance sheet of Holding reflected inventory (other than inventory of products introduced during the twenty-four months preceding the date of such balance sheet) which exceeds by \$100,000 or more twenty-four months of sales or usage as measured by the preceding twenty-four months' activity of Holding and Acme.

SECTION 2.6. Taxes. Except as described in Schedule 2.6, Federal, state, local, foreign and other returns which are accurate and complete in all material respects have been filed by Holding and each Holding Subsidiary for all periods for which returns were due with respect to income taxes, income tax withholding, and all other taxes including without limitation social security and unemployment taxes. Holding and the Holding Subsidiaries have duly paid or made provision for the payment of all taxes (including any interest or penalties) which are shown as due and

payable thereon or pursuant to any written assessment with respect to taxes whether or not in conjunction with such returns. Holding has previously delivered to Stanley true and complete copies of its consolidated federal income tax return for fiscal 1986 and of Acme's consolidated federal income tax returns for fiscal 1983, 1984 and 1985. The liability for taxes reflected in the Holding balance sheet as at October 26, 1986 is sufficient for the payment of all unpaid federal, state, local and foreign taxes (including interest and penalties), whether or not disputed, accrued or applicable for the period ended October 26, 1986 and for all years and periods ended prior thereto. The federal income tax returns for Acme are closed or have been audited by the Internal Revenue Service for all fiscal years to and including 1982 and all deficiencies asserted in writing as a result of such examinations have been paid, finally settled or adequately provided for in the financial statements of Acme or Holding. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of Holding or any Holding Subsidiary for any period. Proper amounts have been withheld by Holding and each Holding Subsidiary from their respective employees on the basis of information furnished by such employees on Federal Forms W-4 and comparable state, local,

foreign or other forms in compliance with the tax withholding provisions of all applicable federal, state, local, foreign and other laws.

SECTION 2.7. Employee Benefit Plans. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a violation of, or give rise to any liability under, Title I of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"). Schedule 2.7 previously delivered by Holding to Stanley contains a summary of each bonus, deferred compensation, hospitalization or other medical, stock purchase, pension, life, health, disability or other insurance, profit-sharing or retirement plan or arrangement, and each other employee benefit plan or arrangement maintained or contributed to by Holding or any Holding Subsidiary, whether formal or informal and whether legally binding or not since December 31, 1983 (the "Holding Plans") and states the fiscal year end for each, as well as each such plan or arrangement previously maintained or contributed to by Holding or any Holding Subsidiary whose "date of termination" (within the meaning of Section 4048 of ERISA) occurred after September 1, 1974 (the "Prior Holding

Plans"). Holding has heretofore delivered to Stanley true and complete copies of the documents governing all Holding Plans as in effect on the date hereof and at all times hereafter to and including the Effective Date. Neither Holding nor any Holding Subsidiary has any plan or commitment, whether formal or informal and whether legally binding or not, to create any additional such plan or arrangement or modify or change any existing plan or arrangement. Except with respect to plans or arrangements identified in Schedule 2.7 as excluded from the representation made in this sentence, the balance sheet of Holding as at October 26, 1986 reflects in the aggregate an accrual of all amounts necessary to fund currently benefits already accrued but unpaid under the aforesaid plans, arrangements and commitments as of October 26, 1986, including accruals for current year contributions but excluding amounts which are held by trustee(s), custodian(s) or insurance companies and irrevocably committed to the provision of benefits under such plans. As to those matters excluded from the representation in the preceding sentence, Schedule 2.7 accurately and completely describes by dollar amount or formula the benefit(s) required to be provided, the number and identity of persons to whom such benefits are to be provided and the conditions, if any, on the obligation to provide such benefits. None of

the Holding Plans or Prior Holding Plans is a "multiemployer plan" as that term is defined in Section 3(37) of ERISA. None of the Holding Plans or Prior Holding Plans which have attributes of a defined benefit plan are subject to Titles I and IV of ERISA because such plans are established and maintained outside the United States primarily for the benefit of individuals substantially all of whom are non-resident aliens. To the best knowledge of Holding, neither any of the Holding Plans, nor any trust created thereunder, nor any trustee or administrator thereof, has engaged in a transaction in connection with which any of the Holding Plans, any such trust, or any trustee or administrator thereof, or any party dealing with the Holding Plans or any such trust, could be subject to either a civil penalty assessed pursuant to Section 502(i) of ERISA, or a tax imposed by Section 4975 of the Code. Full payment has been made of all amounts which Holding or any Holding Subsidiary is required to pay under the terms of each of the Holding Plans pursuant to applicable law and generally accepted accounting principles, consistently applied, as a contribution to the Holding Plans as of the last day of the most recent fiscal year of each of the Holding Plans ended prior to the date of this Agreement.

Each of the employee benefit plans maintained or contributed to by Holding or any of the Holding Subsidiaries

including, without limitation, the Holding Plans, is in compliance with all applicable laws, including but not limited to ERISA. Except as set forth in Schedule 2.7, as to each of the Holding Plans to which Section 401(a) of the Code applies, a favorable determination letter applicable to such plan as most recently amended has been issued by the Internal Revenue Service and is presently in full force and effect, identifying such plan as one which meets the requirements of Section 401(a) of the Code and related Code provisions, subject, however, to future amendment of such plan as and when required by the provisions of the Tax Reform Act of 1986. The officers of Holding know of no fact which would adversely affect the qualified status of any such Holding Plan.

SECTION 2.8. Environmental Matters. Except with respect to or as caused by plating line operations carried on at any time by Acme, no condition exists at any facility of Holding or any Holding Subsidiary outside the United Kingdom, and no condition exists to the knowledge of Holding or any Shareholder at any such facility within the United Kingdom, with respect to the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous, nor has any waste been disposed of in any way or manner which would or will in the

future cause Holding, any Holding Subsidiary or Stanley to be liable for fines and penalties under laws or rules currently in effect or to incur expenses of any sort to correct any such condition. Neither Holding nor any Holding Subsidiary has received any notice, nor is any such notice pending, from any governmental body claiming any material violation of any zoning, building, health or safety law or ordinance, or requiring any material work, repairs, construction, alterations, noise reduction, cleanup or installation which has not been complied with.

SECTION 2.9. No Violation. Except as set forth in Schedule 2.9 previously delivered by Holding to Stanley, neither Holding nor any Holding Subsidiary is in material violation of, or is under investigation with respect to, or has been charged with or given notice of any violation of, any applicable law, statute, order, rule, regulation, policy or guideline promulgated, or judgment entered, by any federal, state, local or foreign court or governmental authority relating to or affecting Holding, any Holding Subsidiary or any of their respective businesses or properties. Neither Holding, nor any Holding Subsidiary, nor any director, officer, agent, employee or other person associated with or acting on behalf of any of them, has (a) used any corporate or other funds for unlawful contributions, payments, gifts,

or entertainment or made any unlawful expenditures relating to political activity, or made any direct or indirect unlawful payments to government officials or others or established or maintained any unlawful or unrecorded funds in violation of Section 30A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or (b) accepted or received any unlawful contributions, payments, gifts or expenditures. Neither Holding nor any Holding Subsidiary is required to file reports pursuant to the Exchange Act.

SECTION 2.10. Litigation. Except as listed and described in Schedule 2.10 previously delivered by Holding to Stanley, to the knowledge of Holding or any Shareholder, there are no actions, suits, claims, proceedings or investigations pending or threatened against, relating to or affecting Holding or any Holding Subsidiary (or any of their respective officers or directors in connection with the business or affairs of Holding and the Holding Subsidiaries), at law or in equity, or before or by any foreign, federal, state, municipal or other court, governmental department, commission, board, bureau, agency or instrumentality, nor is there any basis for any such action, suit, claim, proceeding or investigation. There are no such actions, suits, claims, proceedings or investigations pending or, to the best knowledge of the officers of Holding,

threatened challenging the validity or propriety of the transactions contemplated by this Agreement or the Agreement of Merger. Neither Holding nor any Holding Subsidiary is subject to any judgment, order or decree which might adversely affect the condition (financial or otherwise), operations, business or prospects of Holding and the Holding Subsidiaries, taken as a whole, or their ability to acquire any property or conduct business in any area, or which would interfere with the transactions contemplated by this Agreement or the Agreement of Merger.

SECTION 2.11. Licenses, Patents, Trademarks.

Schedule 2.11 previously delivered by Holding to Stanley contains a list and brief description of all domestic and foreign letters of patent, patents, patent applications, patent and know-how licenses, trade names, trademark registrations and applications, common law trademarks, and copyright registrations and applications (collectively, the "Intangibles"), of or used by Holding or any Holding Subsidiary. Except as shown on Schedule 2.11, Holding and the Holding Subsidiaries own, free and clear of all liens and encumbrances, all Intangibles and all inventions, technology, processes, designs, know-how and formulae material to the conduct of their respective businesses. Neither Holding nor any Holding Subsidiary, to the knowledge of Holding or

any Shareholder, has infringed or is infringing or has engaged in the unauthorized use or misappropriation of any intangible, invention, technology, process, design, computer program, know-how or formulae of another, and there are no actual or, to the knowledge of Holding or any Shareholder, threatened claims or assertions against Holding or any Holding Subsidiary relating thereto.

SECTION 2.12. Title and Condition of Assets.

Each of Holding and the Holding Subsidiaries has good, valid and marketable title to (i) all real property, and (ii) each and every property which individually or in the aggregate is material to the condition (financial or otherwise), operations, business or prospects of Holding and the Holding Subsidiaries, taken as a whole, which Holding or any Holding Subsidiary purports to own. All such properties are held free and clear of all interests or other such property encumbrances and are not, in the case of real property, subject to any rights of way, building or use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever, except, with respect to all such properties, (a) as set forth in Schedule 2.12, and (b)(i) liens for current taxes not yet due and assessments not in default, and (ii) mechanics', carriers', workmen's, repairmen's and other similar liens, rights of way, building

or use restrictions, exceptions, variances, reservations and other limitations of any kind, if any, which are not substantial in amount, do not materially detract from the value of or materially interfere with the present use of any of the properties subject thereto or affected thereby or otherwise materially impair the business operations conducted by Holding or any Holding Subsidiary. As of the date of this Agreement, to the knowledge of Holding or any Shareholder there are no claims adverse or challenges to the title or ownership of any property of Holding or any Holding Subsidiary. Schedule 2.12 contains a list and brief description of all real property owned by Holding or any Holding Subsidiary. All personal property material to the financial condition, operations, business or prospects of Holding and the Holding Subsidiaries, taken as a whole, and all buildings, structures and fixtures used by Holding and the Holding Subsidiaries in the conduct of their respective businesses are, considering their ages and uses, in good operating condition (subject to normal maintenance and repair). Neither Holding nor any of the Holding Subsidiaries has received any notice of any violation (which has not been cured) of any building, zoning or other law, ordinance or regulation in respect of such property or structures or Holding's or such Holding Subsidiary's use thereof.

Schedule 2.12 lists each lease under which Holding or any of the Holding Subsidiaries is a lessee, true copies of which leases (including all amendments thereof and modifications thereto) have been delivered to Stanley prior to the date hereof. All such leases are valid and binding and in full force and effect; there are no material defaults by Holding thereunder; and no event has occurred which (whether with or without notice, lapse of time or both) would constitute a material default by Holding thereunder. No premises leased under any such lease are, to the knowledge of Holding or any Shareholder, subject to any lien, encumbrance, easement, right of way, building or use restriction, exception, variance, reservation or limitation as might in any material respect interfere with or impair the present and continued use thereof in the usual and normal conduct of the business of Holding or any Holding Subsidiary.

SECTION 2.13. Authorization. Holding has all corporate power and authority to enter into this Agreement and, subject to the approval of this Agreement and the Agreement of Merger by the stockholders of Holding in accordance with the Delaware General Corporation Law, to execute and deliver the Agreement of Merger and to consummate the transactions contemplated hereby and thereby. The Board of Directors of Holding has duly authorized this Agreement and

the Agreement of Merger and has duly authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and no other corporate proceedings (other than the approval of this Agreement and the Agreement of Merger by the stockholders of Holding) on the part of Holding or any Holding Subsidiary are necessary to authorize the execution and delivery of this Agreement and the Agreement of Merger and the consummation of the transactions contemplated hereby and thereby. Subject to the foregoing, this Agreement constitutes and, when executed and delivered, the Agreement of Merger will constitute, valid and binding obligations of Holding enforceable against Holding in accordance with their respective terms except (i) that such enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, moratorium or other similar laws relating to creditors' rights now or hereafter in effect and (ii) that the remedy of specific performance and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

SECTION 2.14. Authority. Except as set forth in Schedule 2.14 previously delivered by Holding to Stanley, neither the execution and delivery by Holding of this Agreement and the Agreement of Merger nor the consummation by

Holding of the transactions contemplated hereby and thereby nor compliance by Holding with any provisions hereof or thereof will (a) conflict with or result in a breach of any provision of the charter or by-laws of Holding or any Holding Subsidiary, (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties of Holding or any of the Holding Subsidiaries under, or result in being declared void, voidable, or without further binding effect, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument or commitment or obligation to which Holding or any Holding Subsidiary is a party or by which any of them or any of their respective properties may be bound or affected, or (c) subject to the adoption of the Agreement of Merger by the stockholders of Holding, violate any order, writ, injunction, decree, judgment or ruling, or any law, rule or regulation of any court or governmental authority, federal, state, local or foreign, applicable to

Holding or any Holding Subsidiary or any of their respective properties, or (d) require any consent, approval or authorization of, or declaration, filing or registrations with, any government or regulatory authority except (i) as required by the Securities Act and the rules and regulations thereunder, or any applicable state Blue Sky laws, (ii) filing of the Certificate of Merger and other appropriate merger documents, if any, as required by the laws of the State of Delaware or in connection with the maintenance of qualifications to do business in other jurisdictions, by the laws of such other jurisdictions, (iii) as required by the laws of Canada applicable to foreign investment in Canada and (iv) as required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

SECTION 2.15. Insurance. Holding has previously delivered to Stanley Schedule 2.15 which contains a list of all insurance policies of Holding and any Holding Subsidiary which are material to Holding and the Holding Subsidiaries, taken as a whole, showing (a) the issuer, (b) risk insured, (c) expiration date, (d) annual premium, (e) dollar amount of coverage and (f) dollar amount of deductible or retention.

SECTION 2.16. Contracts. Schedule 2.16 previously delivered by Holding to Stanley lists and briefly

describes all contracts, agreements, instruments, arrangements and understandings (written or oral), bids and proposals, including all amendments and supplements thereto (except purchase orders and sales orders and bids and proposals therefor, involving less than \$100,000 in each case, entered into in the ordinary course of business, and except agreements with sales representatives terminable at no cost upon 60 days' notice), to which Holding or any Holding Subsidiary is a party (whether or not legally bound thereby) which (a) are material to the financial condition, operations, business or prospects of Holding and the Holding Subsidiaries, taken as a whole, (b) involve payments or commitments in excess of \$50,000 or extend beyond one year, (c) are with directors, officers, employees, former employees, agents or consultants, with respect to salaries, bonuses, percentage compensation, pensions, deferred compensation or retirement benefits, or any profit sharing, stock option, stock purchase or other employee benefit plan or arrangement, (d) provide for a discount other than pursuant to Holding's standard discount terms, (e) provide for the future purchase by Holding or any Holding Subsidiary of any materials, equipment, services or supplies, which continue for a period of more than twelve months (including periods covered by any option to renew by either party), or which

provide for an excessive price or which are in excess of normal operating requirements over their remaining terms, or (f) involve any of the following: (i) any borrowings or guarantees; (ii) any contracts containing covenants purporting to limit the freedom of Holding or any Holding Subsidiary to compete in any line of business in any geographic area; (iii) any contract or agreement, the performance of which would be expected to result in a loss to Holding or any Holding Subsidiary; or (iv) any obligation or commitment providing for indemnification or responsibility for the obligations or losses of any person. Neither Holding nor any Holding Subsidiary is in material violation of or in default in respect of any such contract, agreement, instrument, arrangement or understanding. Neither Holding or any Holding Subsidiary has any power of attorney outstanding except for those identified on Schedule 2.16, except powers of attorney granted in the ordinary course of business to import or export agents. Holding and each Holding Subsidiary has performed in all material respects all the current and past obligations to be performed by it under any contract, agreement, arrangement, commitment or instrument to which it is a party, and neither Holding nor any Holding Subsidiary has received any notice that it has failed to comply in any respect with such obligations. Attached to

Schedule 2.16 is one of nine Canadian Franchise Agreements, all of which are identical except as noted thereon. The six European Distributorship Agreements listed on Schedule 2.16 are each cancellable on not more than 60 days' notice at no cost.

SECTION 2.17. Personnel. Holding has previously delivered to Stanley on Schedule 2.17 a list of all plans, contracts, agreements, programs and policies relating to, and all information referred to in, the following items:

(a) all employment, bonus, profitsharing, percentage compensation, deferred compensation, pension, employee benefit, welfare and retirement plans, contracts and agreements in each such case with directors, officers or employees, all stock purchase and option plans, contracts and agreement, all consulting agreements, and all labor union and collective bargaining agreements, to which Holding or any of the Holding Subsidiaries is a party or is subject; (b) the names and current salaries of all directors, officers, department heads and division managers of Holding and each of the Holding Subsidiaries; (c) the wage rates for non-salaried and non-executive salaried employees of Holding and each of the Holding Subsidiaries by classification; (d) any increase since October 26, 1986 in the compensation payable or to become payable by Holding or any Holding Subsidiary, or any

bonus, percentage compensation, service award or other similar benefit granted, made or accrued to the credit of, any officer, director, employee, agent or consultant thereof except for such as are payable to employees (other than officers and directors) pursuant to (i) regular compensation reviews in accordance with past practice (but not across the board general salary increases) or (ii) employment agreements; (e) all group insurance programs in effect for employees of each of Holding and the Holding Subsidiaries; and (f) since October 26, 1986, any contribution to any profit sharing or other employee benefit plan. Neither Holding nor any of the Holding Subsidiaries is in material default with respect to any of its obligations listed above. Except as set forth in Schedule 2.17, neither Holding nor any Holding Subsidiary is or will be, by reason of anything done in connection with the execution of this Agreement and the Agreement of Merger or the consummation of the transactions contemplated hereby and thereby, liable to any employees of Holding or any Holding Subsidiary for any amount of severance pay or for any other similar payments. There is no unfair labor practice complaint against Holding or any Holding Subsidiary pending before the National Labor Relations Board. There is no labor strike, dispute, slowdown or stoppage, or any union organizing campaign, actually pending or

threatened against or involving Holding or any Holding Subsidiary. No labor grievance has been filed with Holding or any Holding Subsidiary which has had or may have a materially adverse effect of Holding and the Holding Subsidiaries, taken as a whole, and no arbitration proceeding, which has had such an effect, has arisen out of or under collective bargaining agreements and is pending and no claim therefor has been asserted. No collective bargaining agreement is currently being negotiated by Holding or any Holding Subsidiary. Neither Holding nor any Holding Subsidiary has experienced any work stoppage or other material labor difficulty over the last five years except as disclosed in Schedule 2.17. No claim has been asserted, nor to the knowledge of Holding is there any basis for a claim against Holding, for violation of any state or federal anti-discrimination statute, rule, regulation or order.

SECTION 2.18. No Material Change. Since October 26, 1986, except as disclosed in any schedule or financial statements delivered to Stanley pursuant to this Agreement, neither Holding nor any Holding Subsidiary has (a) suffered any damage, destruction or loss (whether or not covered by insurance) exceeding \$2,000,000 in the aggregate, (b) had any materially adverse change in its financial condition, operations, business, business outlook or property,

or (c) done anything which, if done between the date hereof and the Effective Date, would violate clause (c), (d) or (f) of Section 5.8 hereof.

SECTION 2.19. No Misleading Statements or Material Omissions. All facts known to Holding or any Shareholder which are material to the business, operations, properties, assets, liabilities (whether accrued, absolute, contingent or otherwise), financial condition and prospects of Holding and the Holding Subsidiaries have been disclosed to Stanley.

SECTION 2.20. Insider Interests. No present or former officer or director, and no "affiliate" or "associate" (as such terms are defined in Rule 405 under the Securities Act) of Holding or of any Holding Subsidiary has (a) any material interest in any property used in or pertaining to the business of Holding or any Holding Subsidiary, or (b) any contract, commitment, arrangement or understanding with Holding or any Holding Subsidiary except as set forth in Schedule 2.16 previously delivered by Holding to Stanley.

SECTION 2.21. Proxy Materials. The proxy materials and other materials distributed to stockholders of Acme General Corporation on or about May 17, 1985 did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in

order to amek the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.22. Holding Stockholders. All of the information required to be supplied by Holding or by any Holding Subsidiary or by any officer, director, employee, or representative of either of them, to stockholders of Holding in connection with any stockholder vote or consent regarding approval of this Agreement, the Agreement of Merger or the transaction contemplated hereby has been or will be so supplied prior to the Closing, and none of such information is or will be false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements therein not misleading. The preceding sentence does not apply to information concerning Stanley or Stanley Sub furnished by Stanley or required to be furnished by Stanley under applicable securities laws. If at any time prior to the Closing any event relating to Holding or any Holding Subsidiary should occur which should be described in an amendment of or supplement to any such information, Holding shall promptly so inform Stanley. Schedule 2.22 previously delivered to Stanley identifies each stockholder of Holding. The number of "purchasers" of Stanley Common Stock in the Merger, within the meaning of

Rule 506 under the Securities Act, will not exceed thirty-five.

SECTION 2.23. Product Defects. There is no defect, to the knowledge of Holding or any Shareholder, in the design of the products currently manufactured or sold by Holding or any Holding Subsidiary which would adversely affect the safety, performance or quality of such products. There is no defect, to the knowledge of Holding or any Shareholders in the design, construction or manufacture of the products sold by Holding or any Holding Subsidiary prior to the Effective Date which would adversely affect the safety, performance or quality of such products.

SECTION 2.24. Corporate Name. Except as disclosed on Schedule 2.11, to the knowledge of Holding and the Shareholders, no other persons or businesses have received from Holding or any Holding Subsidiary since January 1, 1982, the right to use, nor is there any person or business using any Holding Subsidiary's corporate name, any tradename set forth in Schedule 2.11, or any variant thereof, singly or in combination with any other term, in competition with the businesses conducted by Holding and the Holding Subsidiaries, and no persons or businesses otherwise using any Holding Subsidiary's corporate name, any tradename set forth in Schedule 2.11, or any variant thereof, singly or in com-

bination with any other term, have attempted since January 1, 1982 to restrain Holding or any Holding Subsidiary from using such name or any variant thereof, singly or in combination with any other term.

SECTION 2.25. Prepayment of Liabilities. Neither Holding nor any Holding Subsidiary has any liability for borrowed money which cannot be prepaid without penalty.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF STANLEY

Stanley hereby represents and warrants to Holding as follows:

SECTION 3.1. Corporate Organization. Stanley is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, with all requisite power and authority (corporate and other) to own, operate and lease its properties and to carry on its business as now being conducted.

SECTION 3.2. Capitalization. The authorized capital stock of Stanley consists of (i) 55,000,000 shares of Stanley Common Stock, par value \$2.50 per share, of which at January 3, 1987, 42,563,694 shares were issued and outstanding and 174,254 shares were held in the treasury of Stanley and (ii) 10,000,000 shares of Preferred Stock, without par value, of which at January 3, 1987 no shares were issued and

outstanding. All outstanding shares of Stanley capital stock have been validly issued by Stanley and are fully paid, non-assessable and free of preemptive rights. As of January 3, 1987, there were 1,586,900 shares of Stanley Common Stock reserved for issuance pursuant to all options, convertible securities, rights and commitments of Stanley then outstanding.

SECTION 3.3. Authorization. Stanley has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and by the consummation of the transactions contemplated hereby and by the Agreement of Merger, and no other corporate proceedings on the part of Stanley are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and by the Agreement of Merger. This Agreement constitutes a valid and binding obligation of Stanley enforceable against Stanley in accordance with its terms except (a) that such enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, moratorium, or other similar laws relating to creditors' rights now or hereafter in effect, and (b) that the remedy of specific performance and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before

which any proceeding may be brought. The issuance of the shares of Stanley Common Stock to be exchanged for the issued and outstanding shares of Holding Common Stock pursuant to the provisions of the Agreement of Merger will have been duly authorized and duly listed on the New York Stock Exchange at the Effective Date and such shares will, upon the execution and delivery of certificates therefor, be validly issued and outstanding, fully paid and non-assessable and free of preemptive rights.

SECTION 3.4. Authority. Neither the execution and delivery by Stanley of this Agreement nor the consummation by Stanley of the transactions contemplated hereby and by the Agreement of Merger nor compliance by Stanley with any of the provisions hereof or thereof will (a) conflict with or result in a breach of any provision of the charter or by-laws of Stanley, (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties of Stanley under, or result in being declared void, voidable, or with-

out further binding effect, of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument or commitment or obligation to which Stanley is a party, or by which Stanley or any of its properties may be bound or affected, except such as would individually and in the aggregate, not have a material adverse effect on the condition (financial or otherwise), operations, business or prospects of Stanley and its subsidiaries, taken as a whole, (c) violate any order, writ, injunction, decree, judgment, law, rule, regulation or ruling of any court or governmental authority, federal, state, local or foreign, applicable to Stanley or any Stanley subsidiary or any of their respective properties, the violation of which will be material to Stanley and its subsidiaries, taken as a whole or (d) require any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority except (i) as required by the Securities Act, the Exchange Act, or any applicable state Blue Sky laws, and (ii) filing of the Certificate of Merger and other appropriate merger documents, if any, as required by the laws of the State of Delaware or, in connection with the maintenance or qualification to do

business in other jurisdictions, by the laws of such other jurisdictions.

SECTION 3.5. Financial Statements. Stanley has previously furnished to Holding the consolidated balance sheets as at the fiscal year end for each of its fiscal years 1983, 1984 and 1985 and as at September 27, 1986 and the consolidated statements of income and changes in financial position for the respective fiscal years and the nine month period then ended, including the notes thereto, in the case of the fiscal year financial statements examined by and accompanied by the report of Ernst & Whinney, independent accountants (collectively, the "Stanley Financial Statements").

The Stanley Financial Statements have been prepared from and are in accordance with the books and records of Stanley and its consolidated subsidiaries, and present fairly the consolidated financial condition, the consolidated results of operations and changes in financial position as of the dates and for the periods indicated, in each case in conformity with generally accepted accounting principles, consistently applied during such periods, except as otherwise stated in such financial statements and the notes thereto.

SECTION 3.6. Reports. All registration statements prospectuses, reports, proxy statements and other documents required to be filed pursuant to the Exchange Act since December 28, 1985 by Stanley with the Commission have been so filed. Stanley previously furnished Holding with a complete and correct copy of Stanley's annual report on Form 10-K for the year ended December 28, 1985, Stanley's first and second and third quarter 1986 reports on Form 10-Q, Stanley's Reports on Form 8-K dated January 24, 1986 and February 21, 1986 (as amended by Form 8 dated March 27, 1986), and Stanley's Proxy Statement for the Annual Meeting of Stockholders held April 17, 1986 (the "Stanley SEC Filings"); and with a complete and correct copy of Stanley's press release of February 3, 1987 ("Press Release") concerning Stanley's results for fiscal 1986. Except as reflected in the Stanley SEC Filings and in the Press Release, since December 28, 1985, there has not been any material adverse change in the condition (financial or otherwise), operations, business outlook or property of Stanley and its subsidiaries taken as a whole. Stanley will furnish Holding with any report or proxy statement hereafter filed by Stanley with the Commission promptly after such filing. The Stanley SEC Filings did not at the time they were filed, and any other Stanley reports or proxy statements hereafter

filed will not at the time they are filed, and the Press Release did not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 3.7. Litigation. There are no actions, suits, claims, proceedings or investigations pending or threatened against, relating to or affecting Stanley or any of its subsidiaries, at law or in equity, or before or by any foreign, federal, state, municipal or other court, governmental department, commission, board, bureau, agency or instrumentality, that can reasonably be expected to have a material adverse effect on the condition (financial or otherwise), operations, business or prospects of Stanley and its subsidiaries, taken as a whole. There are no orders, judgments or decrees of any court or governmental agency to which Stanley or any of its subsidiaries is subject, which can reasonably be expected to have a material adverse effect on the condition (financial or otherwise), operations, business or prospects of Stanley and its subsidiaries, taken as a whole, or on the transactions contemplated by this Agreement and the Agreement of Merger.

SECTION 3.8. Investment Company. Stanley is not an "investment company" as defined in Section 368(a)(2)(F)(iii) and (iv) of the Internal Revenue Code of 1986 (the "Code").

SECTION 3.9. Intercompany Debt. There is no intercompany debt existing between Stanley, Holding or Stanley Sub that will be issued, acquired or settled at a discount.

SECTION 3.10. Ownership of Holding Stock. Stanley does not own, either directly or indirectly, nor has it owned during the past five years, either directly or indirectly, any of Holding's capital stock.

SECTION 3.11. Disposition of Surviving Corporation. Stanley has no plan or intention to liquidate the Surviving Corporation or any subsidiary of the Surviving Corporation, or to sell or otherwise dispose of the stock of the Surviving Corporation (or any subsidiary of the Surviving Corporation) which it will acquire in the Merger, or to cause the Surviving Corporation or any subsidiary of the Surviving Corporation to sell or otherwise dispose of its assets, except in the ordinary course of business.

SECTION 3.12. Offering of Additional Shares. Stanley has not made, and has no plan or intention to make, an offering of additional shares of its capital stock (other

than the shares of Stanley Common Stock to be issued in accordance with the Agreement of Merger) as part of the transactions contemplated by this Agreement.

SECTION 3.13. Continuity of Operations. Stanley intends to continue operations of Holding and its Subsidiaries in the same form that such operations are now carried on.

SECTION 3.14. No Compensation for Services Rendered. None of the Stanley Common Stock to be received in the Merger by shareholder-employees of Holding (or its Subsidiaries) is separate consideration for, or allocated to, any compensation owed to such shareholder-employee for services rendered or to be rendered.

SECTION 3.15. New Classes of Stock. Stanley has no plan or intention, following the Merger, to issue any additional shares of stock of the Surviving Corporation or to create any new classes of stock of the Surviving Corporation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF

STANLEY SUB

Stanley Sub hereby represents and warrants to Holding and to the shareholders of Holding as follows:

SECTION 4.1. Corporate Organization. Stanley Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has not engaged in any operations or incurred any obligations other than incident to its organization and the performance of this Agreement and the Agreement of Merger. Stanley Sub will deliver to Holding complete and correct copies of its charter and by-laws.

SECTION 4.2. Authorization; Authority. Stanley Sub has full corporate power and authority to execute and deliver this Agreement and to execute and deliver the Agreement of Merger and to consummate the transactions contemplated hereby and thereby. The Board of Directors of Stanley Sub has duly authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. All appropriate corporate actions by Stanley Sub and its stockholder to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been taken, and no other corporate proceedings are necessary to authorize the execution and delivery of this Agreement and the Agreement of Merger and the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes and the Agreement of Merger, when executed and delivered will

constitute, valid and binding obligations of Stanley Sub enforceable against Stanley Sub in accordance with their respective terms except (a) that such enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, moratorium, or other similar laws relating to creditors' rights now or hereafter in effect, and (b) that the remedy of specific performance and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. The execution and delivery of this Agreement does not, and the execution and delivery of the Agreement of Merger and the consummation of the Merger will not, conflict with or result in a breach of any provision of Stanley Sub's charter or by-laws.

SECTION 4.3. Capital Structure. As of the date of this Agreement, the authorized capital stock of Stanley Sub consists of 5,000 shares of Stanley Sub Common Stock, without par value, of which 1,000 shares are issued and outstanding. All outstanding shares of Stanley Sub Common Stock have been validly issued and are fully paid, non-assessable and free of preemptive rights, and all of such shares are owned, beneficially and of record, by Stanley.

SECTION 4.4. No Assumed Liabilities. Stanley Sub will, at the time of the Merger, have no liabilities to be assumed by Holding in the Merger.

ARTICLE V

COVENANTS

SECTION 5.1. Access to Properties and Records.

Between the date of this Agreement and the Effective Date, Holding will, and will cause each of the Holding Subsidiaries to, provide Stanley and its accountants, counsel and other authorized representatives full access to any and all premises, properties, contracts, commitments, books, records and other information (including, without limitation, tax returns filed and those in preparation and litigation and correspondence files) of Holding and the Holding Subsidiaries and will cause their officers and their independent certified public accountants to furnish to Stanley and its authorized representatives any and all financial, technical and operating data and other information pertaining to the business of Holding and the Holding Subsidiaries, as Stanley shall from time to time reasonably request, and shall give Stanley full assistance in preparing the documents relating to the Merger, particularly insofar as they describe Holding or Holding Subsidiaries. All such information shall be held in confidence until the Closing. Holding and each Holding

Subsidiary will (a) fully cooperate with Stanley's independent certified public accountant, Ernst & Whinney; (b) make available for inspection and copying by Stanley true and correct copies of all documents referred to in Article II or in any schedule delivered by Holding to Stanley in connection with this Agreement; and (c) promptly respond to all reasonable inquiries from Stanley and its authorized representatives concerning the business, properties, personnel and prospects of Holding and the Holding, Subsidiaries.

SECTION 5.2. Stockholder Approval. Subject to the performance of the covenants to be performed by Stanley and Stanley Sub, Holding agrees that the Agreement of Merger shall be submitted at a meeting of the stockholders of Holding for approval or to each Holding stockholder for his written consent pursuant to the Delaware General Corporation Law and Holding shall take all steps necessary duly to call, give notice of, convene and hold such meeting or obtain written consents in lieu thereof as soon as practicable. Subject to the performance of the covenants to be performed by Stanley and Stanley Sub, Holding agrees to recommend that its stockholders approve the Agreement of Merger and Holding and each Shareholder agrees to use its best efforts to secure such approval.

SECTION 5.3. Resales of Stanley Common Stock.

(a) Promptly following the Effective Date, Stanley will file with the Securities and Exchange Commission a registration statement on Form S-3 (the "Registration Statement") with respect to the offering of Stanley Common Stock received in the Merger by Holding stockholders who have provided Stanley with the information required by Item 7 of Form S-3 (the "Selling Shareholders") and will take all reasonable steps to have the Registration Statement declared effective by the Commission at the time of the publication by Stanley of its first financial statements to include at least 30 days' results of the Surviving Corporation after the Closing and, pursuant to Rule 415 and other applicable rules and regulations, to maintain the effectiveness of the Registration Statement until two years after the Closing.

(b) (i) Stanley will indemnify and hold harmless each of the Selling Shareholders against any losses, claims, damages or liabilities, joint or several, to which such Selling Shareholder may become subject, under the Securities Act of 1933 (the "Act") or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any preliminary

prospectus or prospectus filed as a part thereof ("Preliminary Prospectus" or "Prospectus"), or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each of the Selling Shareholders for any legal or other expenses reasonably incurred by such Selling Shareholder in connection with investigating or defending any such action or claim; provided, however, that Stanley shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to Stanley expressly for use therein by the Selling Shareholder claiming indemnification.

(ii) Each of the Selling Shareholders will indemnify and hold harmless Stanley against any losses, claims, damages or liabilities to which Stanley may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or

alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to Stanley by such Selling Shareholder expressly for use therein; and will reimburse Stanley for any legal or other expenses reasonably incurred by Stanley in connection with investigating or defending any such action or claim.

(iii) Promptly after receipt by an indemnified party under subsection (i) or (ii) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; the omission so to notify the indemnifying party shall relieve it from liability under such subsection but shall not relieve it

from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any action or threatened action entered into without the written consent of the indemnifying party (which consent shall not be unreasonably withheld).

(iv) The obligations of Stanley and the Selling Shareholders under this Section 5.3(b) shall be in addition to any liability which Stanley and the respective

Selling Shareholders may otherwise have and Stanley's obligations shall extend, upon the same terms and conditions, to each person, if any, who controls any Selling Shareholder within the meaning of the Act and the obligations of each Selling Shareholder shall extend, upon the same terms and conditions, to each officer and director of Stanley and to each person, if any, who controls Stanley within the meaning of the Act.

(c) Stanley shall pay the expenses associated with the preparation, filing, printing and delivery to the Selling Shareholders of the Registration Statement and a reasonable number of prospectuses, including the filing fees with the Securities and Exchange Commission and Blue Sky fees or expenses relating to offerings or sales in not more than five states; the selling Holding stockholders shall be responsible for the fees of their counsel in connection with the Registration Statement and the costs and expenses of sale, and any underwriting or brokerage fees or commissions.

(d) Following the expiration of two years after the Closing, the Holding stockholders will dispose of or transfer any of the Shares only within the limitations and restrictions (if any) imposed by Rule 144 under the Act, or equivalent rules in effect at the time of any such transfer or disposition. The share certificates representing the

shares of Stanley Common Stock issued in the Merger may be appropriately legended to reflect restrictions upon transferability under the securities laws. Stanley will cause such legend to be removed from any certificate when the Registration Statement is effective with respect to the offering and sale of the shares represented thereby.

(e) Stanley covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if Stanley is not required to file such reports, it will, upon the request of any Holding stockholder made after February 1, 1989, make publicly available such information as necessary to permit sales pursuant to Rule 144 under the Securities Act), and it will take such further action as any Holding stockholder may reasonably request, all to the extent required from time to time to enable such stockholder to sell the Stanley Common Stock without registration under the Securities Act within limitations of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC.

The parties hereto each acknowledge and agree that the provisions of this Section 5.3 are intended for the ben-

efit of both the Shareholders and all other Selling Shareholders, and the parties hereto agree that any other such Selling Shareholder shall have the right to enforce, as a third party beneficiary, the provisions of this Section 5.3, against Stanley directly, in an action brought solely by such other Selling Shareholder, or may join with any other Selling Shareholder in bringing an action against Stanley for violation of this Section 5.3.

SECTION 5.4. Listing of Stanley Common Stock.

Stanley shall timely file an appropriate listing application with The New York Stock Exchange, Inc. (the "NYSE") with respect to the shares of Stanley Common Stock to be issued pursuant to the terms hereof and of the Agreement of Merger, and shall use reasonable efforts to obtain, prior to the Effective Date, approval for such listing on the NYSE, subject to official notice of issuance.

SECTION 5.5. Furnishing Information; Announcements. Holding will, promptly after the execution and delivery hereof, furnish to Stanley all the information concerning Holding and the Holding Subsidiaries required for inclusion in the Listing Application referred to in Section 5.4 hereof and any other statement or application made by Stanley or any Stanley Subsidiary to any governmental body in connection with the transactions contemplated by this

Agreement. Holding and Stanley agree that each shall have the right to approve any press release or other public statement with respect to the Merger by Holding, any Holding Subsidiary, Stanley or any of its subsidiaries or divisions, or any employee or representative of any of them. The foregoing sentence shall not apply to any listing application or required governmental filing, but Stanley and the Shareholders agree to consult one another with respect to any such application or filing.

SECTION 5.6. Supplements to Schedules. From time to time prior to the Effective Date, Holding and Stanley each will promptly supplement or amend any Schedules which it has delivered pursuant to this Agreement (a) if any matter hereafter arises which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in such Schedule or (b) if it becomes necessary to correct any information in any such Schedule which has become inaccurate. Any such supplement or amendment to any such Schedule shall be effective to modify any supplemented or amended Schedule for purposes of the indemnification provisions of Section 10.4 but shall not be considered in determining satisfaction of the conditions set forth in Section 6.1 or 7.1 of this Agreement.

SECTION 5.7. Further Assurances.

(a) Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments and take such other action as the other parties hereto may reasonably require in order to carry out this Agreement and the Agreement of Merger and the transactions contemplated hereby and thereby.

(b) Stanley will issue shares of Stanley Common Stock as provided in the Agreement of Merger.

SECTION 5.8. Conduct of Business of Holding Prior to the Effective Date. Holding agrees that from February 26, 1987 until the Effective Date and except as otherwise consented to or approved by an authorized officer of Stanley in writing or as required by this Agreement:

(a) The business, operations, activities and practices of Holding and each of the Holding Subsidiaries shall be conducted only in the ordinary course and consistent with past practice;

(b) No change shall be made in the charter or by-laws of Holding or in the charter of any Holding Subsidiary;

(c) No change shall be made in the number of shares of authorized or issued capital stock of Holding, nor shall any option, warrant, call, right, commitment or agree-

ment of any character be granted or made by Holding or any Holding Subsidiary relating to its authorized or issued capital stock; nor shall Holding or any Holding Subsidiary issue, grant or sell any securities or obligations convertible into shares of capital stock of Holding or any Holding Subsidiary; nor shall any Shareholder transfer any Holding capital stock except as a result of death;

(d) No dividend shall be declared or paid or other distribution (whether in cash, stock, property or any combination thereof) or payment declared or made in respect of Holding Common Stock, nor shall Holding or any Holding Subsidiary purchase, acquire or redeem any shares of Holding Common Stock;

(e) Neither Holding nor any Holding Subsidiary nor any of their officers, directors or agents nor any Shareholder will solicit indications of interest or offers for the sale of Holding or any Holding Subsidiary (by sale of shares, sale of assets, merger or otherwise) to anyone other than Stanley, furnish information to others in that connection, or enter into discussions with any person with respect thereto. If, notwithstanding the provisions of the foregoing sentence, any person were to communicate with Holding or any Holding Subsidiary with respect to the acquisition of Holding or any Holding Subsidiary (by sale of

shares, sale of assets, merger or otherwise) by anyone other than Stanley, Holding agrees to report to Stanley the full details of any such discussion or communication within twenty-four hours of such communication;

(f) Neither Holding nor any Holding Subsidiary will (i) incur any indebtedness for borrowed money other than any renewals or extensions of any such indebtedness outstanding on the date of this Agreement or borrowings under lines of credit existing on January 31, 1987; (ii) enter into any agreement requiring the maintenance of a specified net worth; (iii) assume, guarantee, endorse, or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other individual, firm or corporation; or (iv) make any loans, advances or capital contributions to, or investments in, any other individual, firm or corporation or (v) mortgage, pledge or otherwise subject to any lien any of its assets or property;

(g) Holding will use and will cause each of the Holding Subsidiaries to use its best efforts to preserve its business organization intact, to keep available to itself and Stanley the present services of its employees, and to preserve for itself and Stanley the goodwill of its suppli-

ers, customers and others with whom business relationships exist;

(h) Neither Holding nor any Holding Subsidiary shall issue any purchase orders, incur any capital expenditures, or enter into any commitments other than sales orders without the prior approval of Stanley, except that it may take any such action so long as (i) with respect to purchase orders not involving capital expenditures, the amount involved in any single case does not exceed \$100,000 and the amount involved in the aggregate of all cases does not exceed \$1,000,000, and (ii) with respect to any other such action, the amount involved in a single case does not exceed \$50,000 and the amount involved in the aggregate of all cases does not exceed \$100,000;

(i) Holding will not make or amend any contracts of the nature required to be disclosed in writing pursuant to Article II hereof;

(j) Holding and each Holding Subsidiary will notify Stanley as soon as practicable after the receipt of any notice that it has not performed all the current and past obligations involving \$50,000 or more to be performed by it under any contract, agreement, commitment or instrument to which it is a party;

(k) Neither Holding nor any Holding Subsidiary will take, agree to take, or knowingly permit to be taken any action or do or knowingly permit to be done anything in the conduct of the business of Holding and the Holding Subsidiaries, or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement, or (except as otherwise contemplated by this Agreement including by this Section 5.8) which would cause any of the representations of Holding contained herein to be or become untrue in any material respect; and

(l) Neither Holding nor any Holding Subsidiary shall sell or enter into any commitment to sell (i) any real estate or (ii) any other fixed assets of a value exceeding \$50,000 in the aggregate.

SECTION 5.9. Consents. Holding and Stanley will, and will cause each of their respective subsidiaries to, each use its best efforts to obtain all permits, approvals, authorizations and consents of all third parties necessary or desirable (a) for the consummation of the Merger and the other transactions contemplated hereby, (b) for the ownership or leasing and operating by the Surviving Corporation and each of its subsidiaries of all the properties and assets of each of the Constituent Corporations and their Subsidiaries, and (c) for the conduct by the Surviving Cor-

poration and each of its subsidiaries of the business of each of the Constituent Corporations and their respective subsidiaries as conducted by such entities on the date hereof.

SECTION 5.10. Filings. Holding and Stanley will take reasonable action as may be necessary under state and federal securities laws applicable to or necessary for, and will file all documents and notifications with the Commission and other governmental or regulatory bodies reasonably necessary, or, in the opinion of Stanley, appropriate for, the consummation of the Merger and the transactions contemplated hereby; provided that each party shall give the other information reasonably requested by such other party pertaining to it and its subsidiaries and affiliates reasonably necessary to enable such other party to take such actions. Holding and Stanley shall file in a timely manner all reports and documents required to be so filed by or under the Securities Act and any applicable state Blue Sky Laws.

SECTION 5.11. Filing of Certificate of Merger. Subject to the terms and conditions of this Agreement, as soon as practicable following the approval of the Agreement of Merger by the stockholders of Holding contemplated by Section 5.2 hereof, Holding and Stanley Sub will cause a

Certificate of Merger to be filed with the Secretary of State of Delaware.

SECTION 5.12. [Intentionally Omitted].

SECTION 5.13. List of Affiliated Persons. Holding represents and warrants to Stanley that Schedule 5.13 previously delivered by Holding to Stanley will list at the Effective Date all persons who may be deemed to be "affiliates" of Holding within the meaning of Accounting Series Release No. 130 of the Commission, and, to the best knowledge of the officers of Holding, all holders of Holding capital stock issued pursuant to any agreements or plans imposing restrictions on the right of resale of such shares (to the extent that such restrictions may continue to exist immediately following the Effective Date), and the amounts of such shares. Such Schedule 5.13 shall be updated and put in definitive form not later than three (3) business days before the Effective Date. Each person who was an affiliate of Holding at the time the Agreement of Merger is submitted to a vote of the Holding stockholders as contemplated by Section 5.2 hereof or at the time of the Closing shall deliver to Stanley a letter substantially in the form attached as Exhibit C hereto. Each Stockholder of Holding other than such affiliates shall deliver to Stanley a letter substantially in the form attached as Exhibit D hereto.

SECTION 5.14. Additional Covenant of Stanley and Stanley Sub. Neither Stanley nor Stanley Sub will take, agree to take, or knowingly permit to be taken any action or do or knowingly permit to be done anything in the conduct of the business of Stanley or Stanley Sub, or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement, or (except as otherwise contemplated by this Agreement) which would cause any of the representations of Stanley or Stanley Sub contained herein to be or become untrue in any material respect.

SECTION 5.15. Directors' and Officers' Insurance. Stanley agrees that it will use its best efforts to maintain Holding's existing directors' and officers' liability and related corporate indemnification insurance coverage (or comparable coverage) until three years from the Effective Date, provided that, in the event that the annual insurance premium for such policy is in excess of \$100,000, Stanley shall not be required to maintain such policy unless the Shareholders agree to pay the difference between the annual insurance premium and \$100,000 or unless the Shareholders agree to a modification in coverage such that the annual insurance premium is less than \$100,000.

SECTION 5.16. Disposition of Surviving Corporation; Continuity of Business. Stanley agrees that, within

one year from the date hereof, it will not liquidate the Surviving Corporation or any subsidiary of the Surviving Corporation, or sell or otherwise dispose of the stock of the Surviving Corporation (or any subsidiary of the Surviving Corporation) which it will acquire in the Merger, or cause the Surviving Corporation or any subsidiary of the Surviving Corporation to sell or otherwise dispose of any substantial portion of its assets. Stanley agrees that, within one year from the date hereof, it will continue the operations of Holding and the Holding Subsidiaries in substantially the same manner as such operations are now carried on.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF STANLEY AND STANLEY SUB

Each and every obligation of Stanley and Stanley Sub under this Agreement and in the case of Stanley Sub, under the Agreement of Merger, shall be subject to the satisfaction, on or prior to the Closing Date (as hereinafter defined) of each of the following conditions, each of which may be waived by Stanley and Stanley Sub as provided herein except as otherwise provided by law.

SECTION 6.1. Representations and Warranties True.

The representations and warranties of Holding and the Share-

holders contained in this Agreement shall be true in all material respects as of the date hereof and shall be deemed to have been made again at and as of the Closing and shall then be true and correct in all material respects (except as otherwise contemplated by this Agreement), and at the Closing Holding shall have delivered to Stanley a certificate to that effect signed by the Chairman, the President and the Chief Financial Officer and each of the Shareholders.

SECTION 6.2. Holding's and Shareholders' Performance. Each of the obligations of Holding and the Shareholders to be performed by it on or before the Closing pursuant to the terms of this Agreement and of the Agreement of Merger shall have been duly performed in all material respects by the Closing and at the Closing Holding shall have delivered to Stanley a certificate to that effect signed by the Chairman, the President and the Chief Financial Officer and each of the Shareholders.

SECTION 6.3. Authorization of Merger. All corporate action necessary by Holding to authorize the execution, delivery and necessary by performance of this Agreement and the Agreement of Merger and the consummation of the transactions contemplated hereby and thereby (including the approval of the stockholders of Holding) shall have been duly and validly taken, and Holding and Stanley Sub shall

have full right and power to merge on the terms provided herein and in the Agreement of Merger. All consents, approvals and waivers from third parties and government agencies required to consummate the transactions contemplated hereby and by the Agreement of Merger, or which, either individually or in the aggregate, if not obtained, would materially adversely affect the condition (financial or otherwise), operations, business or prospects of Holding and the Holding Subsidiaries, taken as a whole, or of Stanley and its subsidiaries, taken as a whole, shall have been obtained.

SECTION 6.4. Opinion of Holding's Counsel.

Stanley shall have been furnished with an opinion of Latham & Watkins, counsel to Holding, dated the Closing Date, in the form heretofore agreed upon.

SECTION 6.5. Blue Sky Laws. All necessary State securities and Blue Sky permits and approvals required to carry out the transactions contemplated by the Agreement of Merger and this Agreement shall have been obtained.

SECTION 6.6. Listing. The NYSE shall have approved for listing, subject to official notice of issuance, the Stanley Common Stock to be issued in the Merger.

SECTION 6.7. Absence of Litigation. No order, decree or ruling of any court shall have been entered and no

action or proceeding before any court or governmental or regulatory authority or body shall have been instituted by any person or instituted or threatened by any governmental or regulatory authority challenging the Merger or the acquisition of shares of Holding Common Stock pursuant to the Merger.

SECTION 6.8. Affiliates; Restricted Stock.

Stanley shall have received each of the letters referred to in Section 5.13 hereof.

SECTION 6.9. Certificates. Holding shall have furnished Stanley with such certificates of its officers and others to evidence compliance with the conditions set forth in this Article VI as may be reasonably requested by Stanley.

SECTION 6.10. Covenants Not to Compete; Severance Agreements. Agreements in the form of Exhibits E and F hereto shall have been entered into by Herbert Hezlep, III, R. Bruce Hezlep, and James H. Loomis.

SECTION 6.11. Appraisal Rights. The number of shares of Holding Common Stock with respect to which Holding stockholders have demanded or are eligible to demand appraisal of their shares under Section 262(d) or other applicable provisions of the Delaware General Corporation

Law shall not exceed 5 percent of the issued and outstanding shares of Holding Common Stock.

SECTION 6.12. Letter of Ernst & Whinney. Stanley shall have received a letter from Ernst & Whinney to the effect that the Merger is properly accounted for as a pooling of interests.

SECTION 6.13. Resignations. Holding shall have delivered to Stanley the resignation of each of its and Acme's directors, dated the Closing Date.

SECTION 6.14. Rule 506. Stanley shall be satisfied that all conditions necessary for the application of Rule 506 of the Securities and Exchange Commission to the offering and exchange of Stanley Common Stock in connection with the Merger have been satisfied.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF HOLDING AND SHAREHOLDERS

Each and every obligation of Holding and the Shareholders under this Agreement and the Agreement of Merger shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, each of which may be waived by Holding and the Shareholders as provided herein, except as otherwise provided by law:

SECTION 7.1. Representations and Warranties True.

The representations and warranties of Stanley and Stanley Sub contained in this Agreement shall be true and correct in all material respects as of the date hereof and shall be deemed to have been made again at and as of the Closing and shall then be true in all material respects (except as otherwise contemplated by this Agreement), and at the Closing Stanley and Stanley Sub shall have each delivered to Holding a certificate to that effect signed by any two officers.

SECTION 7.2. Stanley's and Stanley Sub's Performance. Each of the obligations of Stanley and Stanley Sub to be performed by them on or before the Closing pursuant to the terms hereof and the Agreement or Merger shall have been duly performed and complied with in all material respects by the Closing and at the Closing Stanley and Stanley Sub shall have each delivered to Holding a certificate to that effect signed by any two officers.

SECTION 7.3. Authorization of Merger. All corporate action necessary to authorize the execution, delivery and performance of the Agreement of Merger by Stanley Sub, and this Agreement by Stanley Sub and Stanley, and the consummation of the transactions contemplated thereby and hereby (including the approvals of the sole stockholder of

Stanley Sub) shall have been duly and validly taken, and Holding and Stanley Sub shall have full right and power to merge on the terms provided herein and in the Agreement of Merger. The Agreement of Merger shall have been approved by the stockholders of Holding.

SECTION 7.4. Opinion of Stanley's and Stanley Sub's Counsel. Holding shall have been furnished with the opinion of Tyler Cooper & Alcorn, counsel to Stanley and Stanley Sub, in the form heretofore agreed upon, dated the Closing Date.

SECTION 7.5. Tax Opinion. At or prior to Closing, Holding shall have received from its counsel a favorable opinion as to the matters covered in paragraphs (a) through (e) below:

(a) Provided that the proposed merger of Stanley Sub with and into Holding qualifies as a merger under the applicable laws of Delaware and provided that (i) after the transaction Holding will hold substantially all of its assets and substantially all of the assets of Stanley Sub and (ii) in the transaction, Holding stockholders will exchange an amount of stock constituting control of Holding within the meaning of Section 368(c) of the Code for

Stanley Common Stock, the merger of Stanley Sub with and into Holding will constitute a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code.

"Substantially all" for purposes of this opinion means at least 90 percent of the fair market value of the net assets and at least 70 percent of the fair market value of the gross assets of Holding and Stanley Sub, respectively.

(b) No gain or loss will be recognized by Holding upon the Merger of Stanley Sub into Holding.

(c) No gain or loss will be recognized by stockholders of Holding upon the exchange, pursuant to the Merger, of Holding Common Stock for Stanley Common Stock.

(d) The basis of the Stanley Common Stock received by a Holding stockholder pursuant to the Merger will be the same as such stockholder's basis in the Holding Common Stock surrendered therefor.

(e) The holding period of the shares of Stanley Common Stock received by a Holding

stockholder will include the period during which such stockholder held the Holding Common Stock exchanged therefor in the Merger, provided that such shares of Holding Common Stock are capital assets in the hands of such Holding stockholder at the Effective Date of the Merger.

SECTION 7.6. Listing. The NYSE shall have approved for listing, subject to official notice of issuance, the Stanley Common Stock to be issued in the Merger.

SECTION 7.7. Certificates. Stanley and Stanley Sub shall have furnished Holding with such certificates of their respective officers and others to evidence compliance with the conditions set forth in this Article VII as may be reasonably requested by Holding.

SECTION 7.8. Absence of Litigation. No order, decree or ruling of any court shall have been entered and no action or proceeding before any court or governmental or regulatory authority or body shall have been instituted by any person or instituted or any governmental or regulatory authority challenging the Merger or the acquisition of shares of Holding Common Stock pursuant to the Merger.

SECTION 7.9. Severance Agreements. Agreements in the form of Exhibit F hereto shall have been entered into by

Herbert Hezlep, III, R. Bruce Hezlep, and James H. Loomis and their respective employers. Stanley agrees that, promptly following the Effective Date, it shall cause such employers to take all necessary corporate action to approve and ratify such agreements.

SECTION 7.10. Rule 506. Holding shall be satisfied that all conditions necessary for the application of Rule 506 of the Securities and Exchange Commission to the offering and exchange of Stanley Common Stock in connection with the Merger have been satisfied.

ARTICLE VIII

CLOSING

SECTION 8.1. Time and Place. Subject to the provisions of Articles VI, VII and IX hereof, the Closing (herein sometimes referred to as the "Closing") of the transactions contemplated hereby and by the Agreement of Merger shall take place at the offices of Latham & Watkins, Los Angeles, California at 11:00 a.m. local time, on a date (the "Closing Date") which is to be February 27, 1987 or as soon thereafter as practicable after the date on which the stockholders of Holding shall have approved the Agreement of Merger pursuant to Section 5.2 hereof but in any event, no later than March 5, 1987.

SECTION 8.2. Deliveries at the Closing. Subject to the provisions of Articles VI, VII and IX hereof, at the Closing:

(a) There shall be delivered to Stanley, Stanley Sub and Holding the opinions, certificates and other documents and instruments provided to be delivered under Articles VI and VII hereof.

(b) Stanley, Stanley Sub and Holding shall cause the Certificate of Merger to be filed in accordance with the provisions of the Delaware General Corporation Law and shall take any and all other lawful actions and do any and all other lawful things necessary to effect the Merger and to enable the Merger to become effective.

ARTICLE IX

TERMINATION AND ABANDONMENT OF THE MERGER

SECTION 9.1 Termination. This Agreement shall be terminated, and the Merger abandoned, if the stockholders of Holding shall not have approved the Agreement of Merger as contemplated by Section 5.2 hereof. Notwithstanding such approval by the stockholders of Holding or by the stockholder of Stanley Sub, or both, this Agreement may be termi-

nated, and the Merger abandoned, at any time prior to the Effective Date:

(a) by the mutual consent of Stanley, Stanley Sub and Holding, properly authorized by their respective Boards of Directors; or

(b) by Stanley, Stanley Sub or Holding at any time after March 5, 1987; or

(c) by Stanley or Stanley Sub, if any of the conditions set forth in Article VI hereof shall not have been fulfilled on or prior to the dates specified for fulfillment thereof, or shall become impossible to fulfill for reasons beyond the control of Stanley, and shall not have been waived pursuant to Section 10.8 hereof; or

(d) by Holding, if any of the conditions set forth in Article VII hereof shall not have been fulfilled on or prior to the date specified for fulfillment thereof, or shall have become impossible to fulfill for reasons beyond the control of Holding, and shall not have been waived pursuant to Section 10.8 hereof; or if litigation is commenced against Acme

General Corporation or its directors or former directors arising out of or relating to the transaction provided for in the Agreement and Plan of Merger dated March 15, 1985, by and among Acme General Corporation, Acme Holding Corp., Acme Management Corp. and Acme Acquisition Corp.; or

(e) by Stanley or Stanley Sub, if there shall have been a material misrepresentation or breach of warranty in the representations and warranties of Holding and the Shareholders set forth in this Agreement, or material breach of any additional agreement on the part of Holding or any Shareholder and by Holding, if there shall have been a material misrepresentation or material breach of warranty in the representations and warranties of Stanley or Stanley Sub set forth in this Agreement, or material breach of any additional agreement on the part of Stanley or Stanley Sub; provided, however, for purposes of this Section 9.1(e), there shall not have been a "material misrepresentation or breach of warranty" unless the effect of any misrepresen-

tation, nondisclosure or breach is in the aggregate material and adverse to either (a) the business, operation, properties, assets, liabilities, financial condition or prospects of Holding and the Holding Subsidiaries taken as a whole whether before or after consummation of the transactions contemplated hereby, or (b) the business, operations, properties, assets, liabilities, financial condition or prospects of Stanley and its subsidiaries taken as a whole whether before or after consummation of the transactions contemplated hereby.

SECTION 9.2. Effect of Termination. In the event of the termination and abandonment of this Agreement and the Merger:

(a) This Agreement shall become void and have no effect, without any liability on the part of any party or its directors, officers or stockholders, except as provided in Section 10.2 hereof; and

(b) Each party will redeliver all documents, work papers and other material and all copies thereof of any party relating to the transactions contemplated hereby, whether so

obtained before or after the execution hereof,
to the party furnishing the same.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. Brokerage and Finders. Each of the parties represents to the others that except for the retention of an offeree representative to advise certain stockholders of Holding, to its or his knowledge neither such party nor any of its subsidiaries nor any of their respective officers, directors or employees, has employed any broker or finder or incurred any liability for any brokerage fees, commissions, finders' fees or similar fees or expenses and no broker or finder has acted directly or indirectly for such party in connection with this Agreement or the transactions contemplated herein and that no investment banking, financial advisory or similar fees have been incurred or are or will be payable by such party or any of its subsidiaries in connection with this Agreement and the Agreement of Merger or the transactions contemplated herein or therein.

SECTION 10.2. Expenses. All costs and expenses incurred in connection with this Agreement, the Agreement of Merger and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses. In no

event will the legal fees incurred by Holding and the Holding Subsidiaries in connection with the transaction exceed \$200,000.

SECTION 10.3. Survival of Representations and Warranties. The respective representations and warranties, obligations, covenants and agreements of Holding, the Shareholders, Stanley and Stanley Sub contained herein or in any schedule, certificate or letter delivered pursuant hereto or pursuant to the Agreement of Merger shall survive the effectiveness of the Merger and the Effective Date, except that (a) the representations and warranties of Stanley and Stanley Sub shall expire on May 1, 1988, (b) the representations and warranties of Holding and the Shareholders contained in Section 2.8 shall expire on the Effective Date, (c) the representations and warranties of Holding and the Shareholders contained in Sections 2.10, 2.12, 2.18, 2.19, the first sentence of 2.20 and the first and second sentences of 2.21 shall expire on May 1, 1988, (d) the representations and Warranties of Holding and the Shareholders contained in Sections 2.6 and 2.22 shall expire with the respective statutes of limitations (as extended by agreement or otherwise), and (e) all other representations and warranties of Holding and the Shareholders shall expire

with, and be terminated and extinguished by, the effectiveness of the Merger and shall not survive the Effective Date.

SECTION 10.4. Indemnification. The Shareholders agree to indemnify and hold harmless the Surviving Corporation and Stanley from and against any and all loss, cost, damages, and expenses (including court costs and reasonable attorneys' fees) which the Surviving Corporation or Stanley may sustain by reason of (a) noncompliance by Holding or any Shareholder with its or his obligations hereunder or non-performance by Holding or any Shareholder of any covenant contained herein, (b) any inaccuracy in or breach of any representation or warranty made by Holding or any Shareholder hereunder as to which notice is given prior to the expiration date set forth in Section 10.3 with respect to such representation or warranty, or (c) any claim against the Surviving Corporation or any of its subsidiaries or Stanley or any of its subsidiaries (under an asserted right of indemnification or otherwise) arising out of or relating to the transactions described in the proxy statement of Acme General Corporation mailed to its shareholders on or about May 17, 1985, including without limitation the transaction provided for in the Agreement and Plan of Merger dated March 15, 1985, by and among Acme General Corporation, Acme Holding Corp., Acme Management Corp. and Acme Acquisition

Corp. With respect to clause (c), such indemnifiable loss, cost, damages and expense shall be net of any proceeds paid to the Surviving Corporation or Stanley under the insurance policy referred to in Section 5.15 hereof. The Shareholders' agreement contained in this Section 10.4 shall be joint and several with respect to clause (c), but with respect to clauses (a) and (b) the agreement and liability of each Shareholder under this Section 10.4 shall be limited to that portion of any claimed loss, cost, damages or expenses by a fraction whose numerator is the number of shares of Holding Common Stock owned by such Shareholder immediately prior to the Effective Date and whose denominator is the total number of shares of Holding Common Stock owned by the Shareholders immediately before the Effective Date but shall in no event exceed the total market value on the Effective Date of the Stanley Common Stock received by such Shareholder in the Merger. No claim shall be made by the Surviving Corporation or Stanley with respect to the first \$500,000 of loss, cost, damages and expenses sustained by the Surviving Corporation or Stanley by reason of non-compliance by Holding or any Shareholder with its or his obligations hereunder or non-performance by Holding or any Shareholder of any covenant contained herein or any inaccuracy in or breach of any representation or warranty made by

Holding or any Shareholder hereunder. Stanley agrees to indemnify and hold harmless each stockholder of Holding from and against any and all loss, cost, damages, and expenses (including court costs and reasonable attorneys' fees) which such Holding stockholder may sustain by reason of (a) non-compliance by Stanley or Stanley Sub with its obligations hereunder or non-performance by Stanley or Stanley Sub of any covenant contained herein, or (b) any inaccuracy in or breach of any representation or warranty made by Stanley or Stanley Sub hereunder, as to which notice is given prior to the expiration date set forth in Section 10.3 with respect to such representation or warranty.

If an indemnified party under this Section 10.4 receives notice of the assertion by a person who is not a party to this Agreement of any claim or of the commencement by any such person of any action or proceeding which may give rise, or would give rise but for the \$500,000 limitation contained in this Section 10.04, to an obligation of another party to this Agreement to indemnify such indemnified party (a "Third Party Claim"), such indemnified party shall give such other party reasonably prompt written notice thereof but in any event not later than 90 days after becoming aware of such Third Party Claim. Such notice to Herbert Hezlep, III, and First Capital Corporation of Chicago in

accordance with Section 10.6, or actual notice to any Shareholder of such Third Party Claim, shall be deemed notice to all Shareholders. Such notice shall describe the Third Party Claim in reasonable detail, and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by such indemnified party. Such other party may participate in the defense or, if it has acknowledged in writing to such indemnified party its obligation to indemnify, may elect to assume the defense of any Third Party Claim, at such indemnifying party's own expense and by such indemnifying party's own counsel and such indemnified party shall cooperate in good faith in such defense and such indemnifying party shall fully inform and consult with such indemnified party. If such other party has acknowledged in writing to such indemnified party its obligation to indemnify, such indemnified party shall not settle such Third Party Claim without the prior written consent of such indemnifying party (which in the case of the Shareholders may be given by Herbert Hezlep, III, acting as representative of all of the Shareholders) and in any event such indemnified party shall not settle such Third Party Claim without 20 days' notice to such other party, unless such notice would jeopardize the opportunity for settlement.

Stanley agrees that it shall not, and shall not permit any of its subsidiaries to, enter into agreements or waivers or take any action which would have the effect of extending the statutory period of limitation applicable to any federal, state, local, foreign or other tax return or report of Holding or any of its subsidiaries for any period for which the Shareholders may be required to provide indemnification pursuant to this Section 10.4, without the prior written consent of Herbert Hezlep, III acting on behalf of the Shareholders, which consent shall not be unreasonably withheld.

SECTION 10.5. Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

SECTION 10.6. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Stanley or Stanley Sub, to:

The Stanley Works
1000 Stanley Drive
P.O. Box 7000
New Britain, Connecticut 06050
Attn: Stephen S. Weddle, Esquire

Copy to:

Tyler Cooper & Alcorn
205 Church Street
P.O. Box 1936
New Haven, Connecticut 06509
Attn: Jon T. Hirschhoff, Esquire

If to Holding, to:

Acme Holding Corp.
300 East Arrow Highway
P.O. Box 698
San Dimas, California 91773
Attn: R. Bruce Hezlep

Copy to:

Latham & Watkins
555 South Flower Street
Los Angeles, California 90071-2466
Attn: Grover R. Heyler, Esquire

If to the Shareholders, to:

Herbert Hezlep, III
1043 Oak Grove Pl.
San Marino CA 91108

and to:

First Capital Corporation of
Chicago
Three First National Bank
Chicago Illinois 60670
Attn: Samuel M. Menco

Copy to:

Latham & Watkins
555 South Flower Street
Los Angeles, California 90071-2466
Attn: Grover R. Heyler, Esquire

or such other address as shall be furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date so mailed.

SECTION 10.7. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, except that Stanley may assign all its rights, and interests but not its obligations hereunder to a wholly owned subsidiary of Stanley, provided that such subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein; and provided further that notwithstanding any such assignment the stockholders of Holding shall receive Stanley Common Stock.

SECTION 10.8. Complete Agreement. This Agreement, including the Schedules, Exhibits and other writings referred to herein or delivered pursuant hereto, and the Agreement of Merger contain the entire understanding of the parties with respect to the Merger and the related transactions and supersede all prior arrangements or understandings with respect thereto. There are no restrictions,

agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or in the Agreement of Merger.

SECTION 10.9. Amendments and Waivers. Subject to the provisions contained in Articles VI and VII hereof, if authorized by their respective Boards of Directors and to the extent permitted by law, the parties hereto may, by written agreement, modify, amend or supplement any term or provision of this Agreement. Any written instrument or agreement referred to in this paragraph shall be validly and sufficiently authorized for the purposes of this Agreement if signed on behalf of Stanley, Holding and Stanley Sub by a person authorized to sign this Agreement.

SECTION 10.10. Counterparts. This Agreement and the related agreements referred to herein may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 10.11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, the stockholders of Holding, and their respective successors and assigns; nor is anything in this Agreement intended to modi-

fy or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any other third persons any right of subrogation or action against any party to this Agreement.

SECTION 10.12. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement shall have the meanings given to them in accordance with general accepted accounting principles.

SECTION 10.13. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance.

SECTION 10.14. Schedules. Information required to be disclosed on more than one schedule hereto which is disclosed on one of such schedules shall be deemed to be disclosed on all such schedules.

SECTION 10.15. Business Records. Neither Stanley nor the Surviving Corporation nor Acme will destroy any business records of Holding or Acme prior to March 1, 1993 without first giving one month's notice of such intention to Herbert Hezlep, III. Such records proposed to be destroyed shall instead be delivered to Herbert Hezlep, III if he so

AGREEMENT AND PLAN OF MERGER

requests. Until March 1, 1993, Herbert Hezlep, III shall have reasonable access to the business records of Holding and Acme.

IN WITNESS WHEREOF, Stanley, Stanley Sub and Holding have caused this Agreement to be executed by their duly authorized officers, respectively, and their respective seals to be affixed hereto, as of the day and year first above written.

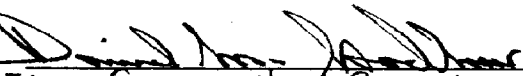
ACME HOLDING CORP.

By 
Its _____

[Corporate Seal]

Attest

THE STANLEY WORKS

By 
Its Group Vice President

[Corporate Seal]

Attest

AGREEMENT AND PLAN OF MERGER

EMCA MERGER
CORPORATION

By *John L. Weddle*
Its Vice President

Attest

R. Bruce Hezlep
R. Bruce Hezlep

Herbert Hezlep III
Herbert Hezlep, III, for
himself and as trustee under
Trust Agreement dated
December 11, 1975, as amended,
for the benefit of
Herbert Hezlep, III, Family

AGREEMENT AND PLAN OF MERGER

FIRST CAPITAL CORPORATION OF CHICAGO

By _____
Its _____

MADISON DEARBORN PARTNERS

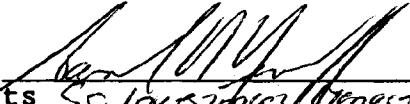
By _____
Its _____

BRENTWOOD ASSOCIATES


By _____
Its _____

AGREEMENT AND PLAN OF MERGER

FIRST CAPITAL CORPORATION OF CHICAGO

By 
Its Sec. Inv. Superior Manager

MADISON DEARBORN PARTNERS

By 
Its General Partner

BRENTWOOD ASSOCIATES

By _____
Its _____

AGREEMENT AND PLAN OF MERGER

FIRST CAPITAL CORPORATION OF CHICAGO

By _____
Its _____

MADISON DEARBORN PARTNERS

By _____
Its _____

BRENTWOOD ASSOCIATES IV, L.P.
BY BRENTWOOD VENTURE PARTNERS, L.P.
ITS GENERAL PARTNER

By H. B. Jones
Its General Partner

Schedule 2.3

1. Shareholders Agreement dated as of June 14, 1985 among the Shareholders of Holding named therein.

SCHEDULE 2.3 - SUBSIDIARIES

Name of Holding Sub. (i)	Jurisdiction of Inc. (ii)	Class Shares Issued & Out. (iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
Acme General Corporation	California	Common 1,000	(a)	1,000	None	1,000	See Attached	N/A	Note
Acme General International, Inc.	California	Common 2,500	(a)	2,500	None	2,500	"	AGC-100%	Note
Acmetrack Limited	Canada	Common 1,005	(a)	1,005	None	1,005	"	AGC-100%	Note
Acmetrack Limited	U.K.	Common 4,000	(a)	4,000	None	4,000	"	AGC-100%	Note

AHC - Acme Holding Corp.

AGC - Acme General Corporation

(a) The Stock is pledged to Security Pacific National Bank as collateral for bank loans under the Revolving Credit Agreement and Borrowing Pledge Agreement dated June 14, 1985.

NOTE: Holding subsidiaries own equity securities in several corporations which they received as part of bankruptcy/reorganizations. The value of these securities does not exceed \$25,000 and, accordingly, they are not listed herein.

- (i) Name of each Holding subsidiary
- (ii) Jurisdiction of its incorporation
- (iii) Number and class of shares of its capital stock issued and outstanding
- (iv) Description of any outstanding options or other rights to acquire its securities
- (v) Securities of such corporation owned, directly or indirectly, by Holding
- (vi) Description of any limitations on Holding's ability to vote or alienate such securities
- (vii) Securities of such corporation owned, directly or indirectly, by any of the "affiliates" referred to in Section 2.20, or by the officers or directors of Holding or any Holding subsidiary
- (viii) List of jurisdictions in which such Holding subsidiary is qualified to do business
- (ix) Name and percentage ownership of all record and beneficial owners of shares of capital stock of each Holding subsidiary other than Holding
- (x) List of any other equity securities beneficially owned by Holding

PATENT

REEL: 014885 FRAME: 0545

Section 2.3 (viii) SUBSIDIARIES

List of jurisdictions in which such Holding subsidiary is qualified to do business:

Acme General Corporation:

Alabama
California
Delaware
Florida
Georgia
Idaho

Indiana
Kansas
Ohio
Oregon
Texas

Acmetrack Limited (Canada)

Province of Ontario

Acmetrack Limited (U.K.)

Not applicable

Acme General Corporation

1. See attached for complete list of patents, trademarks and copyright material.
2. Under a license agreement dated September 27, 1979 between William Runka (licensor) and Acme General Corporation (licensee), the Company obtained the exclusive right and license to manufacture, use and sell Runwell Door in the United States and Australia. In December 1982, the Company terminated the license agreement after attempts to renegotiate the terms of the agreement had failed. The Company continues to sell Runwell Door in the United States.

Acmetrack Limited (Canada)

1. Manufacturing Licensing Agreement dated October 18, 1984 between Cliffhanger Marketing Limited and Acmetrack Limited.
2. License Agreement dated February 23, 1973 between William Runka and Universal Sections Limited.
3. Front sheet of the copyrighted manual "Acme Exclusiv Dealer Answer Manual."

Acmetrack Limited (United Kingdom)

All patents are registered through Acme Holding except for U.K. patents numbers 8503928 filed February 15, 1985; 8507922 filed March 27, 1985 and 8515776 filed June 21, 1985, which were registered by Acmetrack Limited, Oxted, U.K., as "improvements in and relating to sliding doors."

CHRISTIE, PARKER & HALE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

PATENT & TRADEMARK LAWYERS

C. RUSSELL HALE
R. WILLIAM JOHNSTON
ANDREW J. BELANSEY
D. BRUCE PROUT
EDWIN L. HARTZ
MAYDEN A. CARNEY
RICHARD J. WARD, JR.
RUSSELL R. PALMER, JR.
E. RODERICK CLINE
LEROY T. BAHN
RICHARD D. SEIBEL
WALTER G. MARWELL
JOHN P. GRIMMELL
LEO J. YOUNG
WILLIAM R. CHRISTIE
DAVID A. DILLARD
PHILIP J. ANDERSON
WILLIAM G. LANE
THOMAS J. DALY

*A PROFESSIONAL CORPORATION

380 WEST COLORADO BOULEVARD
SUITE 800
POST OFFICE BOX 7088
PASADENA, CALIFORNIA 91109-7088
TELEPHONES:
(818) 798-8843 - (213) 681-8837

ONE NEWPORT PLACE
SUITE 1000
POST OFFICE BOX 1730
NEWPORT BEACH, CALIFORNIA 92658
TELEPHONE:
(714) 478-0787

CABLE ADDRESS: PATLAW
TELEX: ITT 4995129 (CPN PSH)
TELECOPIER (818) 577-1789

REPLY TO PASADENA

OUR FILE NO.

A43-30.7

RECEIVED

JAN 27 1987

EXEC. OFFICE

January 26, 1987

*this is the
updated list
R.M. previously
received a 3 yr
old list.*

Mr. Herbert Hezlep, III
Acme General Corporation
Post Office Box 698
San Dimas, CA 91773

Re: Status List of Acme Patents and Trademarks

Dear Mr. Hezlep:

Enclosed as requested is an update of the status list of Acme patents and trademarks, both U.S. & foreign. This is partly a cut and paste of the earlier status list, and partly a new creation. This was done to expedite its preparation and not all of it has been checked for accuracy. Errors, if any, may be in dates or numbers. It is not likely anything was totally missed.

In the next iteration of this, we will add expiration dates of the foreign patents.

There are two current matters not on this list. Applications have been sent overseas on our file 17051, the pivot block with a single offset hole for pivot or guide. Cases are being filed in Canada, Australia, New Zealand, Japan and the European Patent Office designating England, France, Germany and Netherlands. We have no data on those cases yet.

By the time you get this, the application on the wheel retainer or anti-jump attachment, our file 17849, will probably be on file in the U.S.

Very truly yours, .

Rich

Richard D. Seibel

Enc.

cc: Mr. Frank Gill - w/encl.

FILES OF
CHRISTIE, PARKER & HALE

U.S. ISSUED PATENTS

ACME GENERAL CORPORATION

Case File	Inventor	Title	Patent No.	Date Issued
7189	Ramsey	COMBINED SHELF EDGE AND HANGER SUPPORT	3,688,915	09/05/72
7220	Ramsey	CLOTHES HANGER BAR FOR ATTACHMENT TO A SHELF EDGE, and design	D 228,992	11/06/73
7256	Giandomenico	LOCK SET END PLATE, and design	D 227,734	07/17/73
7307	Giandomenico	COMBINED DOOR KNOB AND ROSE, and design	D 225,394	12/12/72
7308	Giandomenico	COMBINED DOOR KNOB AND ROSE, and design	D 225,393	12/12/72
7309	Giandomenico	LOCK SET END PLATE, and design	D 227,735	07/17/73
7800	Brydolf et al	SLIDING DOOR CORNER CONNECTOR	3,750,337	08/07/73
8074	Ramsey	LATCH BOLT ASSEMBLY	3,792,887	02/19/74
8075	Jerila et al	PRIVACY LOCK	3,773,370	11/20/73
8165	Ramsey	TWO WAY DOOR LATCH	3,792,886	02/19/74
8195	Jerila	SPRING HINGE FOR BIFOLD DOORS	3,849,835	11/26/74
8324	Brydolf	HINGE FOR DOOR WITH HOLLOW STILE	3,846,868	11/12/74
8543	Gewertz	ILLUMINATED HEADER	3,867,621	02/18/75
8560	Brydolf	PANEL FRAME	3,058,173 (Expired)	10/16/62
8561	Brydolf et al	PANEL HARDWARE	3,261,129 (Expired)	07/19/66
8562	Kellems	PANEL FRAME CORNER CONNECTOR	3,450,426	06/17/69
9020	Ramsey	DETENT FOR LOCKING KNOB OF A PRIVACY LOCK	3,826,527	07/30/74
9223	Preston	SLIDING DOOR ASSEMBLY	2,833,346 (Expired)	05/06/58

FILES OF
CHRISTIE, PARKER & HALE

U.S. ISSUED PATENTS

ACME GENERAL CORPORATION

Case File	Inventor	Title	Patent No.	Date Issued
9224	Preston	RETRACTABLE SHELF	2,919,966 (Expired)	01/05/60
9225	Preston	SLIDING DOOR GUIDE	2,939,167 (Expired)	06/07/60
9226	Brydolf	CONCEALED DOOR HINGE	3,006,039 (Expired)	10/31/61
9227	Brydolf et al	VERTICALLY ADJUSTABLE SLIDING DOOR HANGER	3,048,882 (Expired)	08/14/62
9228	Brydolf	FOLDING DOOR HARDWARE	3,054,447 (Expired)	09/18/62
9229	Brydolf	PANEL FRAME	3,058,173 (Expired)	10/16/62
9230	Enos et al	ADJUSTABLE FLOOR GUIDE FOR BYPASSING SLIDING DOORS	3,132,371 (Expired)	05/12/64
9231	Kellems	VERTICALLY ADJUSTABLE SLIDING DOOR HANGER	3,159,866 (Expired)	12/08/64
9232	Brydolf et al	SURFACE MOUNTED FOLDING DOOR HARDWARE	3,162,890 (Expired)	12/29/64
9233	Brydolf	JIG FOR ASSEMBLING POCKET DOOR FRAMES	3,169,249 (Expired)	02/16/65
9234	Brydolf et al	PANEL HARDWARE	3,261,129 (Expired)	07/19/66
9235	Brandt et al	DOOR FRAME AND MOLDING CONSTRUCTION	3,401,487 (Expired)	09/17/68
9236	Kellems	PANEL FRAME CORNER CONNECTOR	3,450,426 (Expired)	06/17/69
9237	Kellems	EDGE MOUNTED NONMORTISED HINGE	3,526,922 (Expired)	09/08/70
9238	Kellems	FOLDING DOOR INSTALLATION AND SLIDING GUIDE THEREFOR	3,536,120	10/27/70

PATENT

REEL: 014885 FRAME: 0550

FILES OF
CHRISTIE, PARKER & HALE

U.S. ISSUED PATENTS

ACME GENERAL CORPORATION

Case File	Inventor	Title	Patent No.	Date Issued
9239	Morgan	DOOR LATCH	3,580,622	05/25/71
9240	Brydolf et al	FOLDING DOOR HARDWARE	3,597,790	09/10/71
9253	Jerila	DOOR STIFFENER	3,910,003	10/07/75
10223	Schumacher	FASCIA & TRACK FOR A SLIDING DOOR	4,014,072	03/29/77
10753	Brydolf/Kellems	ADJUSTABLE HEIGHT DOOR PIVOT	4,106,158	08/15/78
11104	Jerila	DOOR LATCH, and Design	D 249,120	08/29/78
11105	Jerila	DOOR LATCH	4,193,619	03/18/80
12579	Ford	STORAGE TRAY	4,278,196	07/14/81
13395	Bohannon	COMBINED SHELF & CLOTHES BAR ASSEMBLY	4,407,476	10/04/83
13396	Brydolf	HANGER FOR FOLDING PARTITION	4,359,080	11/16/82
13693	Brydolf/Johnson	DRAWER WITH REMOVABLE HANDLE	4,379,603	04/12/83
14506	Jerila	HARDWARE FOR PANEL DOORS	4,631,894	12/30/86

FILES OF
CHRISTIE, PARKER & HALE

U.S. PATENT APPLICATIONS PENDING

ACME GENERAL CORPORATION

Case File	Inventor	Title	Serial No.	Date Filed
11103	Sandor	HOSE END SPRAY APPARATUS	761,655	1/24/77 ABANDONED
13016	Ford	STORAGE TRAY DESIGN	107,185	12/26/79 ABANDONED
13397	Bohannon/Kellems	KNOCKDOWN DRAWER/SHELF ASSEMBLY	218,070	12/19/80 ABANDONED
16918	Jacobs	SLIDING DOOR GUIDE	829,701	2/14/86
17051	Jerila	PIVOT BLOCK FOR BIFOLD DOORS	825,800	2/04/85