

05-16-2008

To the Honorable Commissioner of Patent:



Documents or copy thereof.

1. Name of conveying party(ies):  
Lake Erie Products Corporation  
TriMas Fasteners Inc.

103503549

and address of receiving party(ies):

LEP Special Fasteners, Inc.

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

5-15-08

Internal Address: \_\_\_\_\_

Street Address: 3595 W. State Road 28

City: Frankfort State: Indiana Zip: 46041

Additional name(s) of conveying parties(ies) attached:  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Execution Date: February 1, 2007

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,675,691, 2,729,507 and 2,061,929

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Homer W. Faucett, III

Internal Address: ICE MILLER LLP

Street Address: One American Square, Suite 3100

City: Indianapolis State: Indiana ZIP: 46282-0200

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Homer W. Faucett, III  
Name of Person Signing

*Homer W. Faucett* 5/13/08  
Signature Date

Total number of pages including cover sheet: 14

OMB No. 0651-0011 (exp 4/94)

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EXECUTION VERSION

**ASSET PURCHASE AGREEMENT**

BY AND AMONG

**LAKE ERIE PRODUCTS CORPORATION,  
AN OHIO CORPORATION**

**TRIMAS FASTENERS, INC.  
A DELAWARE CORPORATION**

AND

**LEP SPECIAL FASTENERS, INC.,  
A DELAWARE CORPORATION**

AND

**TRIMAS CORPORATION,  
A DELAWARE CORPORATION**

**FEBRUARY 1, 2007**

EXECUTION VERSION

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APPENDIX A - Definitions

DISCLOSURE SCHEDULES

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List of Exhibits

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Exhibit D	Use and Occupancy Agreement
Exhibit E	Assumption Agreement
Exhibit F	Knowledge of Sellers

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of February 1, 2007, by and among LEP Special Fasteners, Inc., a Delaware corporation ("Buyer"), Lake Erie Products Corporation, an Ohio corporation, and TriMas Fasteners, Inc., a Delaware corporation, (collectively, the "Sellers" or, individually, a "Seller"), and, solely for purpose of Section 10.14, TriMas Corporation, a Delaware corporation ("Seller Guarantor"). Capitalized terms not otherwise defined herein have the meanings set forth in Appendix A attached hereto.

**RECITALS**

WHEREAS, Sellers are engaged in the business of manufacturing at (i) the Frankfort Facilities (as defined below), and (ii) at the Wood Dale Facility (as defined below) using the Wood Dale Assets (as defined below), supplying, marketing, selling and distributing engineered, large diameter headed industrial fasteners (the "Products"), in the United States and abroad (the "Business");

WHEREAS, the Business is conducted primarily at Sellers' facilities located at 3595 W. State Road 28, Frankfort, Indiana and 3281 W. County Road O, Frankfort, Indiana (the "Frankfort Facilities");

WHEREAS, Sellers also own certain equipment and other personal property Related to the Business at Sellers' facility located at 321 Foster Avenue, Wood Dale, Illinois (the "Wood Dale Facility");

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, all right, title and interest of Sellers in and to the property and assets of the Business (other than the Excluded Assets), and in connection therewith Buyer is willing to assume certain liabilities of Sellers related thereto, all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Sellers and Buyer hereby agree as follows:

**I. PURCHASE OF ACQUIRED ASSETS AND ASSUMPTION OF LIABILITIES**

**1.1 Purchase and Sale.** Upon the terms and subject to the conditions of this Agreement, and in reliance on the representations and warranties contained herein, at the Closing, each Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Buyer, and Buyer shall purchase, acquire and accept from such Seller, as a going concern, free and clear of all Liens (other than Permitted Liens), all of such Seller's right, title and interest in, to and under the assets, properties and rights owned, leased or used by, or licensed to, such Seller, of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, wherever located and whether now existing or hereafter acquired (other than the

Excluded Assets) Related to the Business, as the same shall exist on the Closing Date, whether or not any of such assets, properties or rights have any value for accounting purposes or are carried or reflected on or specifically referred to in Sellers' books or financial statements (collectively, the "Acquired Assets"), including (but subject to Section 2.3) all the categories listed in Section 1.2 below.

**1.2 Acquired Assets.** Without limiting the generality of Section 1.1, the term Acquired Assets shall include:

(a) All machinery and other equipment and personal property (other than the equipment that is the subject of the Equipment Agreement dated December 28, 2006, between Wood Dale Fasteners Inc. and Trimas Fasteners Inc.) owned, used or leased by Sellers, as listed on Schedule 1.2, which is located at the Wood Dale Facility (the "Wood Dale Assets"); and

(b) All of the following assets, properties and rights of each Seller, to the extent Related to the Business:

(i) all prepaid expenses and other prepaid items;

(ii) all Receivables;

(iii) all Inventory;

(iv) all Personal Property, including those items listed on Schedule 3.14, free and clear of any Lien or any lease obligation;

(v) all Owned Real Property, including the Frankfort Facilities to the extent owned by Sellers, and all Leased Real Property, including the Frankfort Facilities to the extent leased by Sellers (but excluding the Wood Dale Facility, except as set forth in the Use and Occupancy Agreement), in each case, together with Sellers' interest in all buildings, improvements, fixtures and all appurtenances thereto ("Real Property");

(vi) all right, title and interest of Sellers in, to and under the Intellectual Property Rights, including the name "Lake Erie Products";

(vii) all rights to use telephone numbers, telecopy numbers, e-mail addresses and related listings, internet web site, URL's and internet domain names;

(viii) all right, title and interest in all Permits held by Sellers in connection with the Business or the Acquired Assets, including those listed on Schedule 3.21;

(ix) all right, title and interest of Sellers in, to and under all Contracts to which each of Sellers is a party or by which such Seller is bound or to which the Business or any of the Acquired Assets are subject, including those listed on



Schedule 3.19, other than the Change in Control Agreements ("Assigned Contracts");

(x) all claims, causes of action, choices in action, rights of recovery and rights of setoff of any kind against any Person (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials, or equipment, or components thereof), pertaining to, arising out of and inuring to the benefit of each of Sellers;

(xi) all books and records, including financial, accounting, property records, production records, files, invoices, customer lists and records, supplier lists and records, written technical information, data, specifications, research and development information, engineering drawings and operating and maintenance manuals, cost information, sales and pricing data, quality records and reports, and any other books, records, studies, surveys, reports, plans and documents Related to the Business; and

(xii) all of Sellers' right, title and interest at the Closing in, to and under all other assets, properties, rights and claims of every kind and nature that are Related to the Business.

While this Section 1.2 and the related Schedules are intended to be a complete listing of the Acquired Assets, to the extent any assets, properties or rights (that are not Excluded Assets), wherever located, and coming within the descriptions of subsections (i)-(xii) above are owned, leased or used by, or licensed to, any Affiliate of any Seller: such items are included within the term "Acquired Assets;" Sellers shall cause any such Affiliate, at the Closing, to convey such Acquired Asset to Buyer, or to any of Sellers for conveyance to Buyer (and to take such action and execute such documents, in either case, as shall be necessary or appropriate, in Buyer's opinion, to effect such conveyance) in accordance with the provisions hereof.

**1.3 Excluded Assets.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is hereby expressly acknowledged and agreed that the Acquired Assets shall not include, and Sellers are not selling, transferring, assigning, conveying or delivering to Buyer, and Buyer is not purchasing, acquiring or accepting from Sellers, the following (collectively, the "Excluded Assets"), which shall remain the property of Sellers after the Closing:

(a) all minute books, stock records, Tax Returns, Seller Employee records and similar corporate records; provided, however, that (subject to Section 2.3), upon Buyer's request, Sellers shall promptly provide Buyer with copies of any portions of such retained books and records that are Related to the Business or any of the Acquired Assets;

(b) all claims of Sellers for any federal, state, local or foreign Tax refunds, including property tax refunds, for any period prior to the Closing Date;

(c) all cash and cash equivalents and bank deposits;

(d) all of the Employee Plans;



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

BUYER: LEP Special Fasteners, Inc., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLERS: Lake Erie Products Corporation, an Ohio corporation

By: \_\_\_\_\_

Name: JOSHUA A. Sherbin

Title: Secretary

TriMas Fasteners Inc., a Delaware corporation

By: \_\_\_\_\_

Name: JOSHUA A. Sherbin

Title: Secretary

Solely for purpose of agreeing to Section 10.14

SELLER GUARANTOR: TriMas Corporation, a Delaware corporation

By: \_\_\_\_\_

Name: JOSHUA A. Sherbin

Title: General Counsel and Secretary

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

"Indemnified Party" is defined in Section 8.3.

"Indemnifying Party" is defined in Section 8.3.

"Initial Purchase Price" is defined in Section 1.6.

"Intellectual Property" means (a) patents, (b) trademarks, service marks, trade names, trade dress, logos and domain names, (c) copyrights, including copyrights in computer software, (d) confidential and proprietary information, including trade secrets, inventions and know-how, proprietary computer software (including process control software), source code and object code and all documentation related thereto, proprietary manufacturing processes, (e) licenses from third parties granting rights to any of the foregoing, and (f) registrations and applications for registration of any of the foregoing, and any goodwill associated with any of the foregoing.

"Intellectual Property Rights" means all of Sellers' right, title and interest in, to and under any Intellectual Property Related to the Business or pursuant to any Transferred IP Agreements, including those described in Schedule 3.22.

"Inventory" means inventories, including raw materials, work in process, recycled materials, finished products, goods, components, spare parts, replacement and component parts, supplies, labels, and packaging materials, in each case Related to the Business, wherever located (including items in transit or on consignment), including those listed on Schedule 3.10, and any rights of Sellers to the warranties received from suppliers thereof and any claims, credits, rights of recovery and set off with respect to such Inventory.

"IRS" means the Internal Revenue Service.

"Knowledge of Sellers" and words of similar import mean with respect to any matter in question, means the actual knowledge after reasonable investigation of each of the persons listed in Exhibit F.

"Law" means any law, ordinance, code, statute, rule, regulation, order, judgment, injunction, award, Tax ruling, or decree of any court, arbitrator, administrative agency, regulatory body or authority and governmental body or authority, whether federal, state, local or foreign.

"Leased Real Property" means the real property that is leased, subleased, licensed or occupied by Sellers and Related to the Business, including the real property listed on Schedule 3.13(b).

"Legal Expenses" means reasonable attorney's, accountants', and experts' fees, and expenses reasonably sustained or incurred in connection with the defense of any Losses.

"Liabilities" means any debts, liabilities, claims, demands, expenses, commitments and obligations, whether accrued or not, known or unknown, disclosed or undisclosed, fixed or



Appendix A-4

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**SCHEDULE 3.22**

**Intellectual Property Rights**

1. Trademarks

Trademark	Country/State	Reg. No. App. No.	Reg. Date App. Date	Class	Goods	Status
LE	Ohio	TM14808	08-Aug-1996	6	Design and manufacture of fasteners.	Registered
LE WITHIN A HEXAGON	Ohio	TM14809	08-Aug-1996	6	Design and manufacture of fasteners.	Registered
LE	U.S.	1675691	18-Feb-1992	6	Externally threaded metal fasteners.	Registered
LELOK AND DESIGN 	U.S.	2729507	24-Jun-2003	6	Metal threaded fasteners.	Registered
	U.S.	2061929	13-May-1997	6	Metal threaded fasteners.	Registered

2. Patents

<b>[REDACTED]</b>								
<i>Client/Matter:</i> 0001								
<i>Title:</i> THREAD ROLLING DIES AND PROCESS FOR FORMING SAME								
<i>Client:</i>								
<i>Owner:</i> Lake Erie Screw Corp.								
<i>Disclosure Status:</i> Filed								
<i>Disclosure Date:</i>								
<i>Attorney(s):</i> RHE YAB								
Country	Sub Class	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America		PTA	Granted	096024,841	31-Jul-2000	6,374,887	04-Dec-2001	31-Jul-2020

3. Copyrights

None

4. Confidential/Proprietary Information

None

5. License Agreement

- (a) Standard Domestic Combined Torx and Torx Plus Patent, Know-How and Trademark License Agreement, between CAMCAR Division of Textron Inc. and Textron Innovations and Lake Erie Products, dated August 23, 2004.
- (b) ERP System: Epicor - Manage 2000 v 7.1 SP2 – 135 end user licenses.
- (c) CRM Software: Epicor - Clientele v 7.3 – 15 end user licenses.
- (d) Business Intelligence: Epicor - Analyze 2000 aka MITS – 5 end user licenses.
- (e) The right of Wood Dale Fasteners, Inc. to use (a) the name L.E.P. Wood Dale until June 28, 2007 for marketing purposes; and (b) the trademark LE to mark finished product as of December 28, 2006.