

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Wapakoneta Machine Company		10/22/2009	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASKO, Inc.		
<b>Street Address:</b>	501 West Seventh Avenue		
<b>City:</b>	Homestead		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15120-1036		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77844461	WAPAKONETA MACHINE COMPANY	
<b>Serial Number:</b>	77844472	WAPAK	
<b>Serial Number:</b>	77844483	WAPAK W	
<b>Serial Number:</b>	77844496	TUF CUT	
<b>Serial Number:</b>	77844503	MULTICUT	
<b>Serial Number:</b>	77844511	HOTCUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	937-443-6817		
<b>Email:</b>	trademarks@thompsonhine.com		
<b>Correspondent Name:</b>	Roger H. Bora		
<b>Address Line 1:</b>	P.O. Box 8801		
<b>Address Line 4:</b>	Dayton, OHIO 45401-8801		

OP \$165.00 77844461

ATTORNEY DOCKET NUMBER:	077043-002
NAME OF SUBMITTER:	Roger H. Bora
Signature:	/roger h bora/
Date:	02/05/2010
Total Attachments: 4 source=wapak#page1.tif source=wapak#page2.tif source=wapak#page3.tif source=wapak#page4.tif	

## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into this 22nd day of October, 2009, between **THE WAPAKONETA MACHINE COMPANY**, an Ohio corporation, as debtor and debtor in possession in a Chapter 11 case, Case No. 05-39374-MAW (the "Bankruptcy Case") currently pending before the Honorable Mary Ann Whipple in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court") ("Seller"), and **ASKO, INC.**, a Pennsylvania corporation ("Purchaser") or its designee.

### RECITALS:

**A.** Seller is engaged in the business of the production, sale and regrinding of industrial knives (the "Business") at its facility located at 300 East North Street, Wapakoneta, Ohio (the "Facility").

**B.** Seller desires to sell, assign and transfer to Purchaser, and Purchaser desires to purchase and acquire from Seller, substantially all of Seller's assets used in connection with the Business, for the purchase price and on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants and agreements herein set forth, the parties agree as follows:

### ARTICLE I SALE AND PURCHASE OF ASSETS

**1.1 Assets to be Transferred.** Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, assigns and transfers to Purchaser, and Purchaser hereby purchases and acquires from Seller, free and clear of all security interests, liens, mortgages, charges, claims and other encumbrances of any kind (collectively, "Encumbrances"), all of Seller's right, title and interest in and to the following assets of the Business as the same exist on the date hereof (the "Purchased Assets"):

(a) All of Seller's machinery, equipment, tooling, tools, metrology devices, trade fixtures (regardless of how such trade fixtures may be affixed to the Facility or any real property), computer hardware, spare parts and all other tangible personal property used in the Business, including those items identified on Schedule 1.1(a) hereto (collectively, the "Fixed Assets");

(b) All inventories and supplies of the Business (including work-in-process and finished goods), including the inventory and supplies identified on Schedule 1.1(b) (the "Inventory");

(c) All of Seller's rights under express or implied warranties from third-party suppliers or manufacturers covering the Purchased Assets, including the warranties listed on Schedule 1.1(c);

No event has occurred with respect to the Business which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Laws or non-compliance with any environmental permit Seller has provided Purchaser with true, accurate and complete information pertaining to Seller's knowledge of the environmental history of the operation of the Business and of the Facility.

**3.9 Compliance with Laws.** Seller is in compliance, with all statutes, laws, rules, regulations, judgments, orders and decrees and all licenses, permits and other governmental authorizations or approvals applicable to the Purchased Assets or the operation of the Business (collectively, as the "Laws"), except for Laws the noncompliance with which, whether in the singular or in the aggregate, will not have a material adverse effect on the Purchased Assets or the Business. The Seller has not received any notice of any violation of any of the foregoing.

**3.10 Intellectual Property.** Schedule 3.10, attached hereto sets forth: (i) all U.S. and foreign issued patents, and all pending applications relating to any inventions, and all reissues, divisions, continuations-in-part and extensions of them; (ii) all registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, trade names, trade dress, logos and designs, and unique product configurations; and (iii) all registered copyrights and copyright applications and all renewals and extensions, in each case owned by Seller. The items referred to in clauses (i) – (iii) of the preceding sentence and all trade secrets, manufacturing know-how, technologies, databases, software (including, but not limited to, software and source code associated with the Slitter Tooling Efficiency Program) and other intellectual property rights and all copies and tangible embodiments of the foregoing which are owned by the Seller are hereinafter collectively referred to, as the "Intellectual Property." Schedule 3.10 attached hereto also sets forth (i) all licenses, franchises and permits granted by the Seller which create rights in any third party regarding any Intellectual Property; and (ii) all licenses, franchises and permits granted to the Seller which create rights in the Seller regarding any intellectual property owned by third parties. To the knowledge of Seller the current use by Seller of the Intellectual Property, and the Purchased Assets do not infringe the rights of any other person or entity including, but not limited to, patent, copyright, trademark and other intellectual property rights, and Seller has not received any notice claiming any such infringement.

**3.11 Relationships.** Except for the Independent Sales Agent Agreement effective July 1, 2009 between Seller and Erica Fischer (which Agreement will not be assumed by Purchaser), no director, officer, employee, shareholder or partner of Seller, or any member of such person's immediate family, owns an ownership interest in any business, corporate or otherwise, which is a party to a business relationship or arrangement with the Business.

**3.12 Books and Records.** None of the Books and Records or Computer Software of Seller has been destroyed, defaced or mutilated and are all intact. All of the Books and Records, or copies or extracts therefrom, or Computer Software of Seller that have been provided to one or more third parties have been returned to Seller and are in its possession.

**3.13 Disclosures.** Neither this Agreement, any Schedule or Exhibit to this Agreement, the Seller Ancillary Documents, nor any other agreement, document or written

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

**PURCHASER:**

**ASKO, INC.**



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

William H. Rackoff, CEO

**SELLER:**

**THE WAPAKONETA MACHINE COMPANY**



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

Daniel Fischer, President

**SCHEDULE 3.10**

**Intellectual Property**

Software and Source code and all manuals for Slitter Tooling Efficiency Program

All software licenses for software located on Seller's PCs

All blueprints and blueprint tracings

All manufacturing routings

Seller has submitted the following trademark applications to the United States Patent and Trademark Office:

- Wapakoneta Machine Company (Application No. 77/844,461)
- Wapak (Application No. 77/844,472)
- Wapak (with logo) (Application No. 77/844,483)
- Tufcut (Application No. 77/844,496)
- Multicut (Application No. 77/844,503)
- Hotcut (Application No. 77/844,511)

Seller is the assignee of the following patent filed with the United States Patent and Trademark Office:

4,805,506 – Slitting machine for sheet material