

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Industries, Inc.		07/10/1999	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	Thyssen Elevator Holding Corp.
Street Address:	15141 E. Whittier Boulevard, Suite 505
City:	Whittier
State/Country:	CALIFORNIA
Postal Code:	90603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1039134	PORCH-LIFT
Registration Number:	1287668	SILVER-GLIDE
Registration Number:	1467983	MINIVATOR
Registration Number:	1576035	CARRIER-LIFT
Registration Number:	1572915	CLASSIQUE
Registration Number:	1880391	FLEXI-LIFT
Registration Number:	632153	STAIR-GLIDE
Registration Number:	1933214	EXCEL

CORRESPONDENCE DATA	
Fax Number:	(513)561-2587
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513 910 2866
Email:	cjney@aol.com
Correspondent Name:	Carol J. Ney
Address Line 1:	P.O. Box 43231
Address Line 4:	Cincinnati, OHIO 45243

OP \$215.00 1039134

NAME OF SUBMITTER:

Carol J. Ney

Total Attachments: 17

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**AGREEMENT**

**FOR**

**THE PURCHASE OF THE ASSETS**

**OF**

**ACCESS INDUSTRIES, INC.**

**BY**

**THYSSEN ELEVATOR HOLDING CORPORATION**

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**AGREEMENT FOR THE PURCHASE OF THE ASSETS OF  
ACCESS INDUSTRIES, INC.**

**THIS AGREEMENT FOR THE PURCHASE OF THE ASSETS OF ACCESS INDUSTRIES, INC.** (the "Agreement") is entered into and made effective as of this 10<sup>th</sup> day of July, 1999, by and between **ACCESS INDUSTRIES, INC.**, a Missouri corporation having offices at 4001 E. 138<sup>th</sup> Street, Grandview, Missouri 64030 (the "Seller") and **MICHAEL E. MAHONEY**, individually and as the Trustee of the Michael E. Mahoney Grantor Trust dated June 7, 1985, as amended, (the "Principal Shareholder"), **DANA S. MAHONEY, TOM W. OLOFSON, DUANE A. NORRIS, KENT T. PERRY, RICHARD L. LARSON, WILLIAM D. THOMAS, ROBERT K. WEARY, MAUREEN HAMILTON, RONALD HAMILTON, CYNTHIA K. HAMILTON, MICHAEL G. MOELLER AND MARSHA G. MOELLER** (each a "Shareholder" and collectively with the Principal Shareholder, the "Shareholders"); and **THYSSEN ELEVATOR HOLDING CORPORATION**, a Delaware corporation having offices at 15141 E. Whittier Boulevard, Suite 505, Whittier, California 90603, (the "Buyer").

**WITNESSETH:**

**WHEREAS**, Buyer desires to acquire all or substantially all of Seller's contracts, records, tools, equipment, inventory, accounts receivables and other assets related to the manufacture, installation, construction, sales, maintenance or servicing of elevators, lifts and accessibility equipment (the "Business") in exchange for cash on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Seller desires to effect such exchange on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the respective representations, warranties and covenants contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

1.1 Benefit Arrangement. The term "Benefit Arrangement" shall mean any employment, consulting, severance or other similar contract, arrangement (written or oral), program, policy, plan, agreement or commitment providing for insurance coverage (including, without limitation, any self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits, life, health, disability or accident benefits (including, without limitation, any "voluntary employees' beneficiary association" as defined in Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (the "Code"), providing for the same or



other benefits) or for deferred compensation, profit sharing bonuses, stock options, stock appreciation rights, stock purchases or other forms of incentive compensation or post-retirement insurance, compensation or benefit which (A) is not a Welfare Plan, Pension Plan or Multiemployer Plan (each as hereinafter defined), (B) is entered into, maintained, contributed to or required to be contributed to, as the case may be, by Seller or under which Seller may incur any liability, and (C) covers any employee or former employee of Seller (with respect to their relationship with such entities).

1.2 Best Efforts. The term "Best Efforts" shall mean the efforts that a prudent person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible.

1.3 Business Day. The term "Business Day" shall mean any day on which commercial banking institutions in New York, New York are customarily open for the purpose of transacting business.

1.4 Closing. The term "Closing" shall mean the events to take place on the Closing Date and as described in Article III.

1.5 Closing Date. The term "Closing Date" shall have the meaning ascribed to it in Section 3.1.

1.6 Closing Date Financial Statements. The term "Closing Date Financial Statements" shall mean the internally generated financial statements prepared by Seller in accordance with GAAP for the period July 1, 1999 to the Closing Date, said statements to be prepared using the same practices, principals and methodology previously employed in the preparation of all previous internally generated financial statements consistently applied together with a certificate from Seller's President and Chief Financial Officer that the Closing Date Financial Statements have been prepared in accordance with the requirements of this Agreement.

1.7 Copyrights. The term "Copyrights" shall mean all United States or other registered and unregistered copyrights, all licenses thereto, applications therefor, reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto, or to any part thereof, the right to sue or otherwise seek legal or equitable relief for the past, present and future infringement of the foregoing; all rights corresponding to the foregoing throughout the world; and all interest, income, dividends, distributions, earnings or other monies or revenues or beneficial interest derived from any and all of the foregoing.

1.8 Employee Plans. The term "Employee Plans" shall mean all Benefit Arrangements, Multiemployer Plans, Pension Plans and Welfare Plans.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 ERISA Affiliate. The term "ERISA Affiliate" shall mean any entity which is (or at any relevant time was) a member of a "controlled group of corporations" with, under "common control" with or a member of an "affiliated service group" with the Seller as defined in Section 414 of the Code.

1.11 Encumbrances. The term "Encumbrances" shall mean any claim, lien, pledge, option, charge, security interest, mortgage, deed of trust, encumbrance, or other similar right or interest of any nature of any third party.

1.12 Facilities. The term "Facilities" shall mean the offices, manufacturing facilities, warehouses and administration buildings, and all other real property and leasehold improvements and related facilities which are owned or leased by Seller.

1.13 Financial Statements. The term "Financial Statements" shall mean the Company's audited financial statements for each of the fiscal years ended June 30, 1996 and 1997 and 1998 and the Company's unaudited financial statements for the fiscal year ending June 30, 1999 all of which are described in Section 4.4 of this Agreement, the Closing Date Financial Statements and the Interim Financial Statements as defined in Section 2.1 each of which are or will be prepared in accordance with GAAP and does or will utilize the same principals, practices and methodology consistently applied.

1.14 Fixtures and Equipment. The term "Fixtures and Equipment" shall mean all of the furniture, fixtures, leasehold improvements, machinery and equipment owned, leased or operated by Seller and located in, at or upon the Facilities.

1.15 GAAP. The term "GAAP" shall mean United States generally accepted accounting principles consistently applied and in effect on the date of any Financial Statements.

1.16 HSR Act. The term "HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

1.17 IRS. The term "IRS" shall mean the United States Internal Revenue Service.

1.18 Knowledge. "Knowledge" of a particular fact or other matter will be deemed to exist if Seller, an officer or director of Seller or a Shareholder is actually aware of such fact or other matter.

1.19 Material Adverse Effect. The term "Material Adverse Effect" shall mean changes, developments or occurrences which, individually or in the aggregate, have materially adversely affected, or could reasonably be expected to materially adversely affect, the Business, prospects or condition (financial or otherwise), or the value of the assets, liabilities, working capital, reserves, or earnings of Seller.

1.20 Multiemployer Plan. The term "Multiemployer Plan" shall mean any "multiemployer plan," as defined in Section 4001(a)(3) of ERISA, (A) which Seller or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or, after September 25, 1980, maintained, administered, contributed to or was required to contribute to, or under which Seller or any ERISA Affiliate may incur any liability and (B) which covers any employee or former employee of Seller or any ERISA Affiliate.

1.21 Patent. The term "Patent" shall mean (i) all United States or other registered patents; all licenses thereto, applications therefor, reissues, divisions, divisionals, continuations, continuations in part, renewals, extensions, modifications, supplements thereto or to any part thereof; the right to sue or otherwise seek legal or equitable relief for past, present and future infringements of the foregoing; all rights, corresponding to the foregoing throughout the world which claim benefit or priority thereto; all patents, reissues, re-examinations and extensions which mature from, or come about as a result of, the aforementioned applications; and all interest, income, dividends, distributions, earnings or other monies or revenues or beneficial interest derived from any and all of the foregoing.

1.22 Pension Plan. The term "Pension Plan." shall mean any "pension benefit plan" as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) (A) which Seller or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or, within the five (5) years prior to the Closing Date, maintained, administered, contributed to or was required to contribute to, or under which Seller or any ERISA Affiliate may incur any liability and (B) which covers any employee or former employee of Seller or any ERISA Affiliate (with respect to their relationship with such entities).

1.23 Purchase Price. The term "Purchase Price" shall mean the consideration to be delivered by Buyer to Seller pursuant to Section 2.1, subject to adjustment pursuant to Section 3.4 and shall be paid to the Seller pursuant to Section 2.2 and Section 3.3.

1.24 Purchased Assets. The term "Purchased Assets" shall mean all of the real and personal property and intangibles used by Seller in, or otherwise necessary for the ongoing operation of, the Business of Seller as of the Closing Date, including, but not limited to, contracts, contractual rights, books and records (other than stock ledgers and stock transfer books of Seller), accounts receivable, bank and other accounts, cash, notes, financial instruments, intellectual property, equipment and inventory. The

Purchased Assets shall not include the personal assets of officers and employees which are located upon the Premises, none of which are material to Seller's business as presently conducted.

1.25 Returns. The term "Returns" shall mean all returns, declarations, reports, statements and other documents required to be filed either by Seller or any affiliated group (as defined in the Code) of which Seller is or has been a member with domestic or foreign governmental authorities including, but not limited to, the IRS in respect to Taxes.

1.26 Shares. The term "Shares" shall mean all of the issued and outstanding Stock of Seller, consisting of 668,650 shares, which are owned in the aggregate by the Shareholders beneficially and of record as set forth in this Agreement together with any shares of the Stock (as defined in Section 1.27) of Seller which may subsequently be issued pursuant to any exercise of the Warrants (as defined in Section 4.34).

1.27 Stock. The term "Stock" shall mean the common stock, par value \$.25 per share, of Seller.

1.28 Subsidiaries. The term "Subsidiaries" shall mean any corporations, partnerships, joint ventures or other entities in which Seller or any of its Subsidiaries either owns capital stock or is a partner or is in some other manner affiliated through an investment or participation in the equity of such entity.

1.29 Taxes. The term "Taxes" shall mean all federal, state, municipal, local and foreign income, property, excise, corporate, value-added, sales, employment, withholding, use or other taxes, charges or other assessments of any kind or nature whatsoever levied by any federal, state, municipal, local or foreign governmental authority.

1.30 Total Stockholders' Investment. The term "Total Stockholders' Investment" shall mean total stockholders' investment of the Seller as shown on any of the Financial Statements in each case as calculated in accordance with GAAP and utilizing the same principles, practices and methodology consistently applied.

1.31 Trademarks. The term "Trademarks" shall mean all United States or other registered or unregistered trademarks together with the goodwill of the business connected with the use thereof, and symbolized thereby; all licenses thereto, application therefor, reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto or any part thereof; the right to sue for past, present and future infringement of the foregoing, and all rights corresponding to the foregoing throughout the world; and all interest, income, dividends, distributions, earnings or other monies or revenues or beneficial interest derived from any and all of the foregoing.

VIP	4.18
VIP Bank	4.18
Warrants	4.34
Warranty	4.24

## ARTICLE II PURCHASE OF ASSETS

2.1 Purchase of Assets. In exchange for the consideration and upon the terms and conditions specified herein, as of the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer and Buyer shall purchase and acquire from Seller, the Purchased Assets free and clear of all liens, charges, Encumbrances, security interests or mortgages for and in consideration of the total of the following sums subject to Section 2.2, Section 3.3 and Section 3.4.

matured or unmatured ("Liabilities"), except (i) Liabilities which are reflected or reserved against on the 1998 Financial Statements and will be reflected or reserved against in the 1999 Financial Statements, the Interim Financial Statements or the Closing Date Financial Statements unless previously paid; (ii) Liabilities which have been incurred in the ordinary course of business and consistent with past practice since the date of the 1998 Financial Statements and which will be reflected or reserved against on the 1999 Financial Statements, the Interim Financial Statements or the Closing Date Financial Statements unless previously paid; and (iii) Liabilities disclosed in the Disclosure Schedule.

4.8 Intellectual Property. The Purchased Assets include certain Intellectual Property (as hereinafter defined), including but not limited to Patent(s), Trademarks, trade names, Copyrights or other Intellectual Property and right, title and interest in Seller's name.

(a) Section 4.8 of the Disclosure Schedule sets forth:

(i) All products and services that Seller sells, licenses or offers to third parties (the "Products");

(ii) All Patents; pending applications for Patents; registered and unregistered Trademarks, service marks, trade names, logos, slogans, and tag lines; Copyrights, registered copyrighted works and commercially significant unregistered copyrightable works (including any proprietary software) and all books, written materials, prerecorded videotapes, and other copyrightable works included in the Products; technology know-how and inventions, and licenses to use technology, processes, know-how or inventions; computer software and documentation; trade secrets; franchises; and other intellectual property rights (collectively the "Intellectual Property"), owned or used by or licensed to, Seller, including all titles, registration numbers, application numbers, dates of registration and applications, inventors, licensors and licensees, as applicable;

(iii) All Intellectual Property licensed from Seller to others including a description of each license agreement, the name and address of the licensee, and the date of the agreement;

(iv) All litigation and claims brought or made by Seller or by a third party against Seller involving the Intellectual Property or other intellectual property rights, including all conflicting claims of ownership and claims of infringement of the Intellectual Property.

(b) Seller is the owner of all Patents, Trademarks and Copyrights used in its business and incorporated into its products, and, except as may be expressly permitted by this Agreement, such property will be unencumbered at the time of Closing.

9.12 Governing Law. This Agreement is made in Grandview, Missouri, and it shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to principles of conflict of laws.

9.13 Construction. Differences in language as between similar provisions covering similar matters may reflect differences in style rather than a different substantive intent and should be construed accordingly. Each party and its legal counsel have reviewed and participated in the drafting of this Agreement.


9.14 Attorneys' Fees. If any party to this Agreement brings any action (including arbitration proceedings) to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, reasonable attorneys' fees and disbursements, incurred in connection with such action, including any appeal of such action.

9.15 Appointment of Agent. Michael E. Mahoney will be the representative (the "Representative") of the Shareholders for all purposes of this Agreement, any Related Agreement or the transactions contemplated hereby or thereby. Without giving notice to Shareholders, the Representative shall have full and irrevocable authority on behalf of Shareholders (a) to deal with the other parties to this Agreement or Related Agreements; (b) to accept the Purchase Price or any other amounts payable by other parties to this Agreement or Related Agreements; (c) to accept and give notices and other communications relating to this Agreement or Related Agreements; (d) to settle any dispute relating to the terms of this Agreement or Related Agreements; (e) to waive any condition to the obligations of Shareholders found in this Agreement or Related Agreements; (f) to modify or amend this Agreement or Related Agreements except with respect to the Purchase Price to be received by a Shareholder; (g) to execute any instrument or document that the Representative may determine is necessary or desirable in the exercise of his authority under this Section 9.15; and (h) to act in connection with all matters relating to this Agreement or Related Agreements and the transactions contemplated hereby or thereby. In the event of the refusal or inability to serve, death, incapacity, or resignation for any reasons of the Representative, Kent T. Perry will become his successor, with all the powers and irrevocable authority of the Representative, and with full power of substitution.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"BUYER":

THYSSEN ELEVATOR HOLDING CORPORATION


By:   
Name: John S. Brant  
Title: President

"SELLER":

ACCESS INDUSTRIES, INC.

By:   
Michael E. Mahoney, President

"SHAREHOLDERS":

  
MICHAEL E. MAHONEY


MICHAEL E. MAHONEY, TRUSTEE OF  
THE MICHAEL E. MAHONEY GRANTOR  
TRUST DATED 6/7/85, AS AMENDED

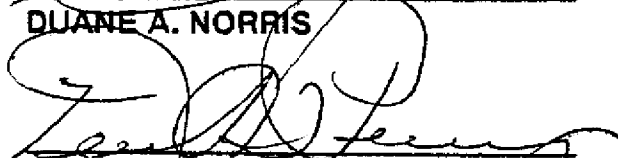
  
MICHAEL E. MAHONEY, TRUSTEE

  
DANA S. MAHONEY



  
TOM W. OLOFSON

  
DUANE A. NORRIS

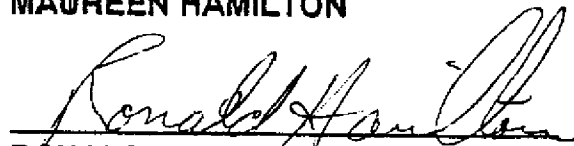
  
KENT T. PERRY

  
RICHARD L. LARSON

  
WILLIAM D. THOMAS

  
ROBERT K. WEARY

  
MAUREEN HAMILTON

  
RONALD HAMILTON

  
CYNTHIA K. HAMILTON

  
MICHAEL G. MOELLER

  
MARSHA G. MOELLER

Sarah Henshaw Baum, Custodian for Brian D. Baum, UTMA Kansas	465
Jessica B. Pasmore, Custodian for Catherine Rene Pasmore, UTMA New York	217
G. Kenneth Baum, Trustee U/A Dtd 2/28/89, G. Kenneth Baum Revocable Trust	1,023
Christopher R. Pasmore	620
Jonathan E. Baum	620
Carrie L. Hall, Custodian for David Austin Hall, UTMA Kansas	310

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 Agreement to Purchase dated 2/28/86, as amended by Amendment to  
 Agreement to Purchase dated 8/23/92 (see Folder D.9)

Seller is obligated for tax distributions pursuant to Stockholder's Agreement dated  
 January 1, 1987 (see Folder D.9).

4.4 No Exception

4.5 No Exception

4.6 No Exception

4.7 Exceptions:

List all liabilities. (See all C. and D. folders)

Insurance Premium Financing Agreement(s) (See Folder C.1)

All unknown product liability cases are considered disclosed contingent liabilities  
 based upon Buyer's approval of reserves and purchase of "tail" coverage. (See  
 Folder J.7)

Known pending or threatened product liability claims (See Folder J.7)

Retroactive premiums or premium adjustments for or with respect to health,  
 workers' compensation, product and general liability and/or inland freight/ocean  
 cargo insurance.

4.8 Exceptions:

(a)(i) Products: Stairway lifts, incline platform lifts, elevators, vertical platform lifts,  
 bathtub lifts and other accessibility equipment, including:

Stairway Lifts:	Silver-Glide®	Stair-Glide®
	Excel®	

Incline Platform Lifts:	Ascenda®	Carrier-Lift®
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Elevators:	Minivator® Flexi-Lift®	Windsor® Classique®
Vertical Platform Lifts:	Porch-Lift®	EZE Enclosure™
Bathtub Lifts:	Tub-Mate®	
Stair-Glide, Euro-Glide, Sovereign, Eurocenda		

Services: Installation and repair of Products; Parts; Training school for dealers

- (a) (ii) See folders D.14 and H.4
- (a)(iii) See folder D.4
- (h) Telephone system(s) may not be Year 2000 compliant.

4.9 No Exceptions

4.10 Exceptions:

- (c) (vi) Tax distribution(s) for tax period beginning 7/1/98 through the Date of Closing and principal payment made in the amount of \$800,000 on or about 7/1/99 on Subordinated Note(s)  
1999 dividend on Common Stock (\$1,575,000) declared by board on May 20, 1999  
More frequent salary review for low to mid-range employees via Compensation Administration Program Policy #506 (See Folder G.13)
- (ix) Leases for equipment and vehicles (See Folder C.2)

4.11 Encumbrances consist of the security interest of Harris Bank on all of the assets owned by the Company (see Folder C.1)

Amada Punch Press at fabrication division is, at present, inoperable and under review for repair, replacement or elimination.

4.12 Exceptions:

- Title insurance policies (2) for Access Industries (see Folder H.3)
- Title insurance policy for Laguna Investors (see Folder H.3)
- Copies of Real Estate Purchase Contracts by which facilities were acquired (see Folder D.8)
- Copies of Real Estate Leases (see Folder H.2)
- Copies of Deeds (see Folders D.2 and D.8)
- Insurance Policies (see Folder H.6)