

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Confirming Auction Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clarke Power Products Inc.		07/02/2009	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Clarke International Inc.
Street Address:	Hemnall Street
City:	Epping
State/Country:	UNITED KINGDOM
Postal Code:	CM16 4LG
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	77226652	EDISON
Serial Number:	77327895	AUTOPILOT
Serial Number:	77523758	EDISON
Serial Number:	77525181	CROCODILE
Serial Number:	77626203	PRO-POWER
Registration Number:	1467772	CLARKE
Registration Number:	1717486	CLARKE
Registration Number:	1870329	LOG BUSTER
Registration Number:	2110912	STRONG ARM
Registration Number:	2234720	STRONG ARM
Registration Number:	2438727	HIPPO
Registration Number:	2200555	SAVE A LIFE
Registration Number:	2344332	CLARKE
Registration Number:	2210538	CLARKE

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Registration Number:	2180620	CLARKE
Registration Number:	2344331	CLARKE
Registration Number:	2271418	CLARKE
Registration Number:	2221327	CLARKE
Registration Number:	2360101	QUICK CART
Registration Number:	2637282	CLARKE
Registration Number:	2952902	PLASMA-CUT
Registration Number:	2971396	CLARKE
Registration Number:	2931217	CLARKE
Registration Number:	2885053	STRONGBOX
Registration Number:	2945174	PROBENCH
Registration Number:	3027725	HOT SHOT
Registration Number:	3459499	CLARKE PRO-POWER
Registration Number:	3407443	TOOL-MALL.COM
Registration Number:	3458639	CROCODILE
Registration Number:	3526711	CLARKE

CORRESPONDENCE DATA

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Address Line 4: Toledo, OHIO 43604

ATTORNEY DOCKET NUMBER: 1-51162

DOMESTIC REPRESENTATIVE

Name: Richard S. MacMillan
Address Line 1: 720 Water Street
Address Line 2: One Maritime Plaza, 5th
Address Line 4: Toledo, OHIO 43604

NAME OF SUBMITTER: Richard S. MacMillan

Signature: /Richard S. MacMillan/

Date: 01/22/2010

Total Attachments: 50

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The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document has been entered electronically in the record of the United States Bankruptcy Court for the Northern District of Ohio.



Dated: July 02 2009

Mary Ann Whipple
Mary Ann Whipple
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:) Case No. 09-30071-11
Clarke Power Products Inc,) Judge Mary Ann Whipple
Debtor.)
)

ORDER CONFIRMING AUCTION SALE OF ASSETS BY DEBTOR-IN-POSSESSION

This matter having come for to be heard by this Court upon the Chapter 11 Debtor-in-Possession's Motion for An Order (A) Approving Sale Procedures And Overbid Protection In Connection With Sale Of Operating Assets Owned By The Debtors; (B) Scheduling An Auction And Hearing To Consider Approval Of The Sale; (C) Approving Notice Of Respective Dates, Times And Places For Auction And For Hearing On A Approval Of Sale Approving Forms Of Notice (Docket Number 60, the "Motion") for, *inter alia*, approval of the sale of indentified assets of Clarke Power Products, Inc. (the "Debtor") to the successful bidder at an auction conducted on June 19, 2009, pursuant to the procedures approved by this Court's Order of June 12, 2009 (the "Order Granting Motion") pursuant to 11 USC § 363, and the Federal Rules of Bankruptcy Procedure, the Debtor having given Notice of the Sale as required by the Order Approving the Motion and filing Certification of this Courts Order of such Notice,

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all Parties having been heard or having the opportunity to be heard regarding Approval of the Sale, and the Court having reviewed the Motion, Notice and Report of Sale, being fully advised this Court finds and concludes,

1. The sale of the assets is necessary and in the best interests of the debtor and its Creditors. First, the sale will terminate the need for further use of cash collateral, without which Debtor could not continue to operate. Second, the proceeds of the sale of the Sale Assets is believed to result in a better recovery than if sold by piecemeal liquidation. Third, a prompt sale will aid in minimizing the administrative expense incurred by the estate.

2. In the present case, the Debtor, in the exercise of its business judgment after consultation with the advisors, the secured Creditor, and based upon the experience of its personnel, has properly determined that the prompt sale of the assets pursuant to § 363 will likely return a greater benefit to the estate than any of the alternatives, including a sale at a later date, operating the business until confirmation of a plan, or a piecemeal liquidation.

3. In accordance with bankruptcy rule 6004(f)(10), sales of property outside the ordinary course of business may be by private sale or by public auction. Good cause existed to expose the Sale Asset to sale at a public auction to obtain the highest and best offers for the Sale Assets, thereby maximizing the value of the Debtor's estate.

4. Key Bank, the Debtor's secured lender and the party in interest most adversely affected by a diminution in the value of the debtor's estate, thoroughly reviewed the Debtor's alternatives and consented to the Sale pursuant to 11 USC § 363(f).

5. The Sale Assets being those assets identified and described in the Debtors Motion to Sell and contained in the Agreement for Sale appended thereto are property of the Debtor's estate and title thereto is vested in such estate.

6. Written notice ("Notice") of the sale was properly made pursuant to the Court's Order.

7. The Notice was adequate and sufficient under the circumstances of this Chapter 11 case and this proceeding and complied with the various applicable requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the procedural due process requirements of the United States Constitution.

8. The Debtor-in-Possession made a reasonable and good faith effort to identify potential purchasers in advance of the auction. Further efforts are not likely to be fruitful. Accordingly, sound business judgment supports the sale of the assets to the successful bidder at the auction.

9. The Successful Bidder at the Auction, as defined in the Motion is Clarke International, Inc. purchasing the Sale Assets in good faith and is a good faith purchaser within the meaning of 11 USC § 363(m), and is therefore entitled to the protection of that provision, and otherwise has proceeded in

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good faith in all respects in connection with this proceeding, in that Clarke International, Inc recognized that the Debtor was free to deal with any other party interested in acquiring the Sale Assets; (b) Clarke International, Inc in no way induced or caused the Chapter 11 filing of the Debtor; (c) all payments to be made by Clarke International Inc have been disclosed; (d) Clarke International Inc has not violated 11 USC § 363(n) by any action or inaction; and (e) the conduct of the auction and Clarke International, Inc bid therein, the negotiation and execution of a Purchase Agreement and all other agreements or instruments related thereto was in good faith.

10. The sale to Clarke International Inc pursuant to the terms set forth in the Motion is fair and reasonable under the circumstances of this Chapter 11 case and this proceeding.

11. The Order should be approved as it is in the best interests of Creditors.

12. The Court has jurisdiction to hear and determine the sale Motion and to grant the relief requested in the sale Motion pursuant to 28 USC §§ 157(b)(1) and 1334(b).

13. This Order constitutes a final and appealable Order within the meaning of 28 USC §158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Rule 7054 of the Federal Rules of Bankruptcy Procedure, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth hererin.

14. This proceeding is a "core proceeding" within the meaning of 28 USC §157(b)(2)(a),(n) and (o).

15. The statutory predicates for the sale Motion are Sections 363(b) and 365(a) of the Bankruptcy Code and Rules 2002(a)(2), 6004(a), (b), (c) and (e), 6006(a), 9014, and 9019(a) of the Federal Rules of Bankruptcy Procedure.

16. The proposed Sale constitutes a sale of property of the Debtor's estate outside the ordinary course of business within the meaning of § 363(b) of the Bankruptcy Code.

17. The Sale Assets are property of the Debtor's estate and title thereto is vested in such estate.

18. The Chapter 11 Trustee is authorized to sell property of the Debtor's estate, pursuant to 11 USC §363(b), free and clear of the Liens if the applicable provisions of 11 USC §363(f) have been satisfied.

19. The provisions of §363(f) of the Bankruptcy Code have been satisfied.

20. Key Bank consented to the sale of the Sale Assets on which they have liens, subject to the terms of this Order. No Creditor has objected to the Sale Motion.

21. Given all of the circumstances of this Chapter 11 case and the auction conducted by the Debtor, the sale of the Sale Assets to Clarke International Inc constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

22. It is necessary and appropriate for this Court to retain jurisdiction to, *inter alia*, interpret and enforce the terms and provisions of this Order and the purchase agreement and to adjudicate, if necessary, any and all disputes concerning any right, title, (alleged) property interest, including ownership claims, relating to the Sale Assets and the proceeds thereof, as well as the extent, validity and priority of all liens relating to the Sale Assets.

23. Clarke International Inc does not constitute a successor to the Debtor or its estate. The sale does not amount to a consolidation, merger or de facto merger of Clarke International Inc and the Debtor or its estate. Clarke International Inc is not merely a continuation of the Debtor or the estate, there is not substantial continuity between Clarke International Inc and the Debtor, and there is not continuity of enterprise between the Debtor and Clarke International Inc.

Based on the foregoing, it is therefore

ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

A. The Sale as requested in the Motion is granted and approved in all respects.

B. The Debtor is authorized and directed to take any and all actions necessary or appropriate to (i) consummate the sale of the Sale Assets to Clarke International Inc (including, without limitations, to Clarke International Inc any and all of the Sale Assets intended to be conveyed) and the closing of the sale in accordance with the sale Motion, the purchase agreement and this Order; and (ii) perform, consummate, implement and close fully the purchase agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the purchase agreement. The Chapter 11 Debtor is duly authorized to execute and deliver any and all agreement and instrument in connection with the sale.

C. Upon the closing and following the payment of the purchase price as provided in the purchase agreement, the Sale Assets transferred, sold and delivered to Clarke International Inc shall be free and clear of all encumbrances, obligations, liabilities, contractual commitments, claims, options to purchase, rights of first refusal, including, without limitation, any theory of successor liability, de facto merger, or substantial continuity, whether based in law or equity, employee benefit obligations, any security interest, mortgage, lien, charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, but not limited to; any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, or retention agreement which is intended as security or other matters

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(hereinafter collectible referred to as "Liens") of an person or entity that encumber or relate to or purport to encumber or relate to the Sale Assets. That Key Bank shall receive from proceeds of sale such funds as shall be necessary to terminate its cash collateral agreement with the Debtor-in-Possession, including an amount necessary to pay the debt obligations reflected on KeyBank's Proof of Claim number 44 (the "Key POC") filed herein on June 2, 2009 (including all interest owed thereon), plus the sum of \$50,000 to be held by KeyBank in a segregated account, and to be used for reimbursement of any draws under the letter of credit (the "Key Letter of Credit") described in the Key POC. Any amount remaining in that account after all obligations of KeyBank under the KeyBank Letter of Credit have been terminated, and all fees in connection therewith and draws thereunder reimbursed, shall be promptly returned to the Debtor.

D. Clarke International Inc is not a successor to the Debtor or its estate by reason of any theory of law or equity and Clarke International Inc shall not be deemed to have assumed or in any way be responsible for any liability or obligation of the Debtor or its estate, except as otherwise expressly provided in the purchase agreement.

E. The terms and provisions of this Order shall be binding in all respects upon the Debtor, its estate, its creditors and the Debtor's shareholders, all entities and third parties, administrative agencies, unions, governmental departments, secretaries of state, federal, state and local officials, and their respective successors or assigns, including, but not limited to all persons asserting any lien against or interest in the Debtor's estate or any of the Sale Assets to be sold and assigned to Clarke International Inc irrespective of any action commenced which contests the Debtor's authority to sell and assign the Sale Assets or which seeks to enjoin such Sale and/or assignment.

F. Except as otherwise expressly provided in the purchase agreement, all entities holding liens of any kind and nature are barred from asserting such liens against Clarke International Inc a the closing, the liens shall attach to the proceeds of the sale with the same force, validity, priority and effect, if any, as the liens formerly had against the Sale Assets.

G. This Order: (a) is and shall be effective as a determination that, upon closing and the payment of the purchase price in the manner prescribed in the purchase agreement, all liens existing as to the Sale Assets conveyed to Clarke International Inc have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, the (b) shall be binding upon and govern the acts of all entities, including, all filing agents, filing offers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any

title or state of title in or to any of the Sale Assets conveyed to Clarke International Inc., all such entities described above in this Paragraph G are authorized and specifically directed to discharge of record all such recorded liens against the Sale Assets from their records, official and otherwise.

H. If any person or entity which has filed statements or other documents of agreements evidencing liens on, or interests in, the Sale Assets shall not have delivered to the Debtor at the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other document necessary for the purpose of documenting the release of all liens and easements, and any other documents necessary for the purpose of documenting the release of all liens which the person or entity has or may asset with respect to the Sale Assets, the Debtor or Clarke International Inc is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Sale Assets following the closing and the payment of the purchase price.

I. Nothing contained in any Order of any type or kind entered in this Chapter 11 case or any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the terms of this Order, including, without limitation, any plan of reorganization (whether a liquidating plan or otherwise) of the Debtor.

J. This Court retains jurisdiction, even after the closing of the Chapter 11 case, to:

(1) Interpret, implement and enforce the terms and provisions of this Order and the terms of the purchase agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith;

(2) Protect Clarke International Inc, or any of the Sale Assets, from and against any of the liens, encumbrances, claims or other interests in the Sale Assets or the proceeds thereof that are ordered to be released and discharged by this Order;

(3) Compel delivery of all Sale Assets to Clarke International Inc;

(4) Resolve any disputes arising under or related to the purchase agreement, the sale, or Clarke International Inc peaceful use and enjoyment of the Sale Assets;

(5) Adjudicate all issues concerning (alleged) pre-closing liens and any other (alleged) interest(s) in and to the Sale Assets, including the extent, validity, enforceability, priority and nature of all such (alleged) liens and nay other (alleged) interests; and

(6) Adjudicate any and all issues and/or disputes relating to the Debtor's right, title or interest in the Sale Assets and the proceeds thereof, the sale motion and/or the purchase agreement.

K. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

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L. Pursuant to §1146(c) of the Bankruptcy Code, no transfer, sales or similar tax shall apply to the Sale.

M. This Order and the judgment Order entered in connection herewith shall be effective immediately upon entry and Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d) are waived, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, applies with respect to this Order.

N. Upon completion of the Sale transaction, the Debtor is authorized to distribute the Bid Protection funds pursuant to the Sale Agreement and approved Sale Procedure.

IT IS SO ORDERED.

Approved by:

/s/ Raymond L Beebe
Raymond L Beebe 0027096
Counsel for Debtor-in-Possession

/s/ Robert J Burns
Robert J Burns 0020952
Counsel for Key Bank
Authorization on File

/s/ Lenore Kleinman
Lenore Kleinman 0036778
Office of the United States Trustee
Reviewed Without Objection

/s/ Richard M Kerger
Richard M Kerger
Counsel for Clarke International Inc
Authorization on File

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Maggie
Toolrich
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Brian DePaul
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CERTIFICATE OF NOTICE

District/off: 0647-3
Case: 09-30071

User: amari
Form ID: pdf701

Page 1 of 3
Total Noticed: 171

Date Rcvd: Jul 07, 2009

The following entities were noticed by first class mail on Jul 09, 2009.

db +Clarke Power Products Inc, 28740 Glenwood Rd, Perrysburg, OH 43551-3014
fa Centrus Group Inc, 1653 Merriman Road, 211 Riverparke Building, Akron, OH 44313
cr +Craig Valentine, 14141 US Hwy 24, Grand Rapids, OH 43522-9320
cr +D&D International Ltd., c/o Porter Wright Morris & Arthur LLP,
One South Main Street, Suite 1600, Dayton, OH 45402-2088
cr +Ikon Office Solutions, Recovery & Bankruptcy Group, 3920 Arkwright Road, # 400,
Macon, GA 31210-1748
cr +KeyBank National Association, 127 Public Square, Cleveland, OH 44114-1217
cr +Rank Sharp Industries Limited, c/o Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue,
New York, NY 10017-3903
18031786 +20 Brooks Insurance Agency, 1120 Madison Ave, Toledo OH 43604-7589
18031789 20 CH Robinston Intersational Inc, PO Box 9121, Minneapolis MN 55480-9121
18031787 20 Cananwill Inc, PO Box 19639, Newark NJ 07195-0639
18031788 20 Central Transport, PO Box 22188, Detroit MI 48232-0000
18031790 20 China National Aero Technology, Import Export Corporation Shanghai, 27-28th Fl Catic Bldg,
212 Jiangning Rd, Shanghai 200041 China
18031792 20 DD International Ltd, 7th Fl Bldg Lilin Crown Hotel, No 197 Xiangang Dong Rd,
Qingdao China
18031793 20 Federal Express, PO Box 371461, Pittsburgh PA 15250-7461
18031795 20 Helvi SPA, Via Galileo Galilei 123, Vincenza Italy
18031796 20 Hutchin Exports Limited, Room 402-404 4 Fl, Tai Tak Commercial Bldg,
317-319 Des Voex Rd, Central Hong Kong
18031798 +20 JCV LLC, 28740 Glenwood Rd, Perrysburg OH 43551-3014
18031801 +20 Kelly Plourde Sales Inc, 6801 Washington Avenue South #200, Minneapolis MN 55439-1508
18031803 20 Kraftool Corporation, 4580 Murietta St, Chino CA 91710-0000
18031804 20 National City Bank, PO Box 2349 #KA16F5, Kalamazoo MI 49003-2349
18031805 20 Rank Sharp Industries Ltd, Room 1008-10 10 Fl, Col Tower Warf T T Square,
123HOI Bun Road Kwun Tong, Kowloon Hong Kong
18031806 +20 Roadrunner Dawes, 3576 Paysphere Circle, Chicago IL 60674-0035
18031808 20 Tiya International Co Ltd, B12B Shenye Center, 9 Shandong Rd, Qingdao China
18031809 20 Toolrich, Unit 308, Qingtai Business Bldg, 83 Qingjiaand Rd, Shanghai China
18031810 +20 Weber O'Brien LTD, 5580 Monroe St, Sylvania OH 43560-2564
18031811 +20 Welding Material Sales, 1340 Reed Rd, PO Box 786, Geneva IL 60134-0786
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18031784 +Aduci Mastriani Schaumberg LLP, 1200 Seventeenth St NW, Washington DC 20036-3006
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18156032 +Advantage Marketing Services, 10305 Smugglers Cove, Aurora OH 44202-9078
18156033 +Advantage Sales Group Inc, 15463 Cedar Lane, Bonner Springs KS 66012-7389
18156034 +Aftermarket Sales Inc, 660 Tennent Road Ste 205, Manalapan NJ 07726-3163
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18031785 +Ampoint Div Webb Control, 851 Third St, Perrysburg OH 43551-4357
18156037 +Anthem Bcbs Oh Group, PO Box 105673, Atlanta GA 30348-5673
18156038 +Aspen Marketing Ltd, 412 Circle lane, Arlington MN 55307-2007
18065215 +BAK GLOBAL, 440 EXCHANGE, IRVINE CA 92602-1309
18537748 BECK AND ASSOCIATES LLC, 389 RIDGE MEADOW LANE, WASHINGTON MO 63090 5783
18538547 +BUCKEYE TELESYSTEM, 4818 ANGOLA ROAD, TOLEDO OH 43615-6411
18156039 +Beck and Associates, 2 Union Village Shopping Center, Union MO 63084-2247
18156040 +Buckeye Telesystem, PO Box 94536, Cleveland OH 44101-4536
18156041 +Bureau of Workers Compensation, Corporate Processing Dept, Columbus OH 43271-0001
18156042 +C and J Cleaning Co, PO Box 11458, Toledo OH 43611-0458
18538613 +CH ROBINSON WORLDWIDE INC, 14701 CHARLSON ROAD, EDEN PRAIRIE MN 55347-5076
18230393 +COLUMBIA GAS OF OHIO, 200 CIVIC CENGTTER DR 11TH FLOOR, COLUMBUS, OH 43215-4157
18171762 +Cananwill Inc, 1000 Milwaukee Ave, Glenview IL 60025-2423
18156043 +Canow Western, 224 mercury Circle, Pomona CA 91768-3212
18156044 Catic, 27 28th Floor Catic Building, Shanghai China
18156045 +Central Transport, PO Box 33299, Detroit MI 48232-5299
18156046 +Central Transport Int, 12225 Stephens Rd, Warren MI 48089-2070
18156047 +Chris Christenson, 333 5th Avenue NE, Lonsdale MN 55046-6204
18156048 Cintas Corp, PO Box 511140, Livonia MI 48151-7140
18156049 +Citi-Tel Communications, 1011 Holland-Sylvania, Toledo OH 43615-4513
18156050 +Columbia Gas of Ohio, PO Box 9001847, Louisville KY 40290-1847
18156051 +Comfort Suites, 27450 Helen Drive, Perrysburg OH 43551-3374
18396422 +Commerce Technologies, 255 Fuller Rd., #327, Albany NY 12203-3604
18156052 +Commerchuh, PO Box 33197, Hartford CT 06150-3197
18156053 +Con Way Freight Inc, PO Box 5160, Portland OR 97208-5160
18156054 +Cotton Fabrics Co Inc, PO Box 141018, Toledo OH 43614-9011
18217360 +Craig D Valentine, 14141 Route 24, Grand Rapids OH 43522-9320
18031791 +Craig D Valentine, 14141 US Hwy 24, Grand Rapids OH 43522-9320
18156055 D and D Group, 23rd Floor, D and D Fortune Center, NA China
18547539 +D&D International Ltd. aka Qingdao D&D Internation, c/o Porter Wright Morris & Arthur LLP,
Tami Hart Kirby, Esq., One South Main Street, Suite 1600, Dayton, Ohio 45402-2088
18156060 +DHL Express, PO Box 504266, Saint Louis MO 63150-0001
18156056 +Dacor Computer Systems, 519 West Wooster, Bowling Green OH 43402-2763
18156057 +Dayton Freight Line Inc, PO Box 340, Vandalia OH 45377-0340
18156058 +Dell Computer Corporation, One Dell Way, Round Rock TX 78682-0001
18156059 Dept of Public Utilities, c/o Legal Dept, 420 Madison Ave #100, Toledo OH 43667-0001
18156061 +Diversified Services LLC, PO Box 666, Maumee OH 43537-0666
18398034 Eastman & Smith Ltd., Attn: Tiffany E. Courtney, Esq., One Seagate, 24th Floor,
P.O. Box 10032, Toledo OH 43699-0032
18156062 +Eastman and Smith LTD, One Seagate 24th Floor, Toledo OH 43604-1558

18156063 +Eckel Lawn and Snow, 10610 Dowling Road, Perrysburg OH 43551-9624
18156064 +Emergency Apparatus Design, PO Box 1583, Kernersville NC 27285-1583
18187072 +FEDEX CUSTOMER INFORMATION SERV, Attn: Revenue Recovery, 3965 Airways Blvd., Module G, 3rd Fl,
Memphis TN 38116-5017
18156065 +Federated Logistics LLC, PO Box 888287, Grand Rapids MI 49588-8287
18156066 +Friskney Equipment Inc, 101 Woodhull Drive, Angola IN 46703-9340
18156067 +GBK Incorporated, 169 W Christina Blvd, Lakeland FL 33813-3567
18138933 +GMAC, PO Box 130424, Roseville, MN 55113-0004
18031794 GMAC, PO Box 380902, Minneapolis MN 55438-0902
18156068 +Gearhart Plumbing Inc, 728 W Newton Road, Bowling Green OH 43402-8754
18156069 Geelong Sales Limited, Unit 1 13/F Macau Square, Macau SAR, China
18156070 +Gem Industrial, 6842 Commodore Drive, Walbridge OH 43465-9793
18156071 +Globe Express Services, PO Box 19407, Charlotte NC 28219-9407
18390531 +Globe Express Services Ltd, 1800 Associates Lane #E, Charlotte NC 28217-2801
18156072 +Globe Express Services Ltd, 750h Cross Pointe Road, Columbus OH 43230-6692
18156073 +Gotham Staple Co, 26101 Miles Road, Cleveland OH 44128-5940
18156074 +Grainger, Dept 811071372, Palatine IL 60038-0001
18156075 +Haas Garage Door Co, 26020 Glenwood Road, Perrysburg OH 43551-4870
18156076 Habitec Security, PO Box 352497, Toledo OH 43635-2497
18156077 +Hot Printing and Graphics, 2595 Tracy Court, Northwood OH 43619-1004
18538529 +IKON OFFICE SOLUTIONS, ACCOUNTS RECEIVABLE CENTER, ATTN BANKRUPTCY TEAM,
3920 ARKWRIGHT RD STE 400, MACON GA 31210-1748
18500903 +INERGY LP / PEARL GAS, ATTN MIKE SMITH, 2 BRUSH CREEK BLVD STE 200,
KANSAS CITY MO 64112-1515
18121351 ++INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 21126,
PHILADELPHIA PA 19114-0326
(address filed with court: Internal Revenue Service, Insolvency Group 3,
1240 E. 9th Street Rm 457, Cleveland, OH 44199)
18156081 ++INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 21126,
PHILADELPHIA PA 19114-0326
(address filed with court: Internal Revenue Svc, Insolvency Group 3, 1240 E 9th St Rm 457,
Cleveland OH 44199-0000)
18156078 +Ideo Solutions, 2109 W Alexis Rd, Toledo OH 43613-2256
18156079 +Ikon Office Solutions, 6700 Sugarloaf Parkway, Duluth GA 30097-4925
18156080 +Inovis Inc, Parkway 400, Alpharetta GA 30004-0000
18217362 +JCV LLC, 14141 US Hwy 24, Grand Rapids OH 43522-9320
18156086 +JL Smith Associates, 206 Cypress Knoll, Sewickley PA 15143-9377
18031797 +James T Martin Aty, 7600 Parklawn Avenue South #444, Minneapolis MN 55435-5130
18156082 +Jfk Inc, 5860 S Quintero Circle, Aurora CO 80015-3012
18156083 +Jiangsu Jinding Electric tools, Huangli Town C, Jiangsu China
18156084 +Jim Lail and Associates Inc, PO Box 633, Lincolnton NC 28093-0633
18156085 +Jimmy Tools and Equipment Inc, 462 Sec 2, Hsingan Road, Taiwan
18217365 John A Clarke, Clarke International, Hemnall Street, Epping Essex CM16 4LG,
United Kingdom
18031799 John A Clarke, c/o Clarke Industries, Hemnall St Epping Essex, CM164LG England
18497716 +KEYBANK NA, ROBERT J BURNS ESQ, 127 PUBLIC SQUARE, SECOND FLOOR, CLEVELAND OH 44114-1217
18427648 +Keith Meiser Photography, 2029 Woodbridge Blvd, Bowling Green OH 43402-9084
18156087 +Keith Meiser Photography, 14393 Georgetown Dr, Bowling Green OH 43402-9338
18445066 +Kelly Plourde Sales, Inc., 6801 Washington Ave. S., #200, Edina MN 55439-1508
18156088 +Keninco Inc, PO Box 203, La Grange KY 40031-0203
18390220 +Kerger & Hartman, LLC, 33 S. Michigan St., Suite 100, Toledo, OH 43604-3256
18156089 Kerger and Hartman LLC, The Bakery Building, Toledo OH 43604-0000
18156090 +Key Bank, C/o Steve Jones, 303 Broadway Suite 1700, Cincinnati OH 45202-4253
18031802 +KeyBank National Association, OH-MM-Toledo-Seagate, 3 Seagate, Toledo OH 43604-1586
18156091 Kingstar Tools Co Ltd, Room 1110, Suzhou China
18390861 +Kraftool Corp, Jerry Qian, 4850 Murrieta St., Chino CA 91710-5100
18156092 +Labor Works of Sandusky, PO Box 17187, Louisville KY 40217-0187
18156103 +MRT Sales, 733 North Scott Avenue, Belton MO 64012-1734
18156093 +Macmillan Sobanski Todd, One Maritime Plaza 5th Floor, Toledo OH 43604-1879
18156094 +Mail It Corporation, PO Box 768, Toledo OH 43697-0768
18156095 +McGinnis Sales Service, 3022 Colonel Springs Way, Fort Mill SC 29708-6408
18156096 +McMaster Carr, PO Box 7690, Chicago IL 60680-7690
18156097 +Medalist Marketing, 3051 South Pleasantwood Dr, Fruitport MI 49415-8615
18156098 Metzgers, 207 Arco Dr, Toledo OH 43607-2906
18156099 +Midtown Pallet and Recycle Inc, PO Box 397, Stony Ridge OH 43463-0397
18156100 +Midwest Logistics Inc, 5640 Southwyck Blvd Suite 102, Toledo OH 43614-1594
18156101 +Midwest Paper Specialties Co, L-3018, Columbus OH 43260-0001
18156102 Modern Industrial Disposal, PO Box 195, Perrysburg OH 43552-0195
18142556 +National City, PO Box 94982, Cleveland, OH 44101-4982
18493749 +National City Bank, 1900 East Ninth Street, Locator 01-2174, Cleveland, Ohio 44114-3484
18156104 +North Shores Personnel, 228 W Wayne Street, Maumee OH 43537-2125
18397545 ++OHIO BUREAU OF WORKERS COMPENSATION, LAW SECTION BANKRUPTCY UNIT, P O BOX 15567,
COLUMBUS OH 43215-0567
(address filed with court: Ohio Bureau of Workers' Compensation, PO Box 15567,
Columbus, Ohio 43215-0567)
18156105 +Ohio and Michigan Paper Company, 350 4th Street, Perrysburg OH 43551-4338
18156106 +Pallet World Inc, 8292 Fremont Pike, Perrysburg OH 43551-9705
18156107 +Pearl Gas Water Conditioning, 435 Illinis Ave, Maumee OH 43537-1736
18217367 Pitney Bowes Credit Corporaiton, PO Box 856460, Louisville KY 40285-6460
18156108 +Precision Business Solutions, 8041 Broadstone Blvd, Perrysburg OH 43551-4869
18156109 +Pro Pak Industries, 1125 Ford St, Maumee OH 43537-1703
18156110 +Quingdao Outreach Metal, Room A, 8F Huaren Bldg, Qindao China
18156111 +RD Wells, PO Box 20639, Bakersfield CA 93390-0639
18127554 +ROADRUNNER TRANSPORTATION SVCS, 4900 S PENNSYLVANIA AVE, CUDAHY WI 53110-1347

- 18156112 +Regency Sales Company, 407 W Wheatland #103, Duncanville TX 75116-4619
- 18369188 +Roadway Express, c/o RMS Bankruptcy Recovery Services, P.O. Box 5126,
Timonium, Maryland 21094-5126
- 18156113 +Roadway Express Inc, Po Box 93151, Chicago IL 60673-0001
- 18156114 +Robert Burns Esq, Key Bank National Association, 127 Public Square 2nd Floor,
Cleveland OH 44114-1217
- 18156115 +Sales Northwest Inc, 2051 Willamette Falls Drive, West Linn OR 97068-4608
- 18405086 +Seagate Office Products, Robert Leonardi, 6 Tremore Way, Holland OH 43528-9108
- 18156116 +Seagate Office Products, 1044 Hamilton Drive, Holland OH 43528-8166
- 18156117 +Staples Business Advantage, 500 Staples drive, Framingham MA 01702-4474
- 18031807 +Stephen D Hartman Aty, Kerger Hartman LLC, 33 S Michigan St #100, Toledo OH 43604-3256
- 18156120 ++TOLEDO EDISON, BANKRUPTCY DEPARTMENT, 6896 MILLER ROAD, BRECKSVILLE OH 44141-3222
(address filed with court: Toledo Edison, c/o Collections, PO Box 3638,
Akron OH 44309-3638)
- 18367038 +TOLEDO EDISON BANKRUPTCY DEPARTMENT, 6896 MILLER RD SUITE 204, BRECKSVILLE OH 44141-3222
- 18156118 Taizhou Tianti Rubber, West Industrial Zone, Zhejiang China
- 18156119 +Technology Group International, 6800 W Central Ave UNIT I, Toledo OH 43617-1164
- 18405122 +The Ohio & Michigan Paper, Steve Frank, PO Box 621, Toledo OH 43697-0621
- 18396474 +Towlift Inc, 1395 Valley Belt Rd, Cleveland OH 44131-1474
- 18156121 +Towlift Inc, 2860 Crane Way, Northwood OH 43619-1095
- 18156124 UPS, PO Box 7247-0244, Philadelphia PA 19170-0001
- 18156125 UPS Freight, 28013 Network Place, Chicago IL 60673-1280
- 18156122 +Uline, 2200 S Laleside Dr, Waukegan IL 60085-8311
- 18357061 +United Parcel Service, c/o RMS Bankruptcy Recovery Services, P.O. Box 5126,
Timonium, Maryland 21094-5126
- 18156123 +United Retail Service LLC, 1690 Roberts Blvd, Kennesaw GA 30144-7828
- 18156127 Vitran Express, PO Box 633519, Cincinnati OH 45263-3519
- 18378899 +Vline Shipping Supplies, 2200 S. Lakeside Dr, Waukegan IL 60085-8361
- 18156128 +Wonderland Marketing Inc, 2668 Edward St Suite A, Jenison MI 49428-8187
- 18371929 +Yellow Transportation, c/o RMS Bankruptcy Recovery Services, P.O. Box 5126,
Timonium, Maryland 21094-5126
- 18156129 +Yellow Transportation Inc, PO Box 73149, Chicago IL 60673-0001

The following entities were noticed by electronic transmission on Jul 08, 2009.

- 18156126 +E-mail/PDF: bankruptcyverizonwireless@afninet.com Jul 08 2009 01:20:14 Verizon Wireless,
PO Box 25505, Lehigh Valley PA 18002-5505

TOTAL: 1

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr Ampoint, Inc.
- cr GMAC
- 18031800 20 Keen Zhengzhou Abrasives Mfg, Unit 0401 No 1 Cathy Block, Zhenghong Intl Mansion No 1,
Zhenghua Road Zhengzhou NA, 450008
- 18412126 Outreach International Co LTD, Room A 8/F Huarin Bldg. No, 2A Shandong Rd. Qingdao,
Shandong Province, 266071 CH
- 18156030* +Aduci Mastriani Shaumberg LLP, 1200 Seventeenth St NW, Washington DC 20036-3006
- 18418438* +CENTRAL TRANSPORT INT, 12225 Stephens Rd, Warren, Mi 48089-2070

TOTALS: 4, * 2

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

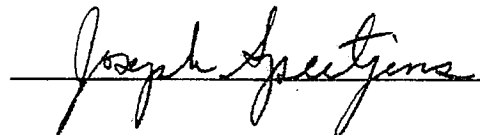
Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 09, 2009

Signature:



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:) Case No. 09-30071-11
Clarke Power Products Inc,) Judge Mary Ann Whipple
)
Debtors.

MOTION OF THE DEBTORS FOR AN ORDER (A) APPROVING SALE PROCEDURES AND OVERBID PROTECTION IN CONNECTION WITH SALE OF OPERATING ASSETS OWNED BY THE DEBTORS; (B) SCHEDULING AN AUCTION AND HEARING TO CONSIDER APPROVAL OF THE SALE; (C) APPROVING NOTICE OF RESPECTIVE DATES, TIMES AND PLACES FOR AUCTION AND FOR HEARING ON A APPROVAL OF SALE APPROVING FORMS OF NOTICE

The captioned Debtor and Debtor in possession (collectively, the "Debtor") hereby move this Court for entry of an Order: (A) Approving Sale Procedures and Overbid Protections in Connection with Sale of Operating Assets Owned by the Debtors: (B) Scheduling an Auction and Hearing to Consider Approval of the Sale; (C) Approving Notice of Respective Dates, Times and Places for Auction and for Hearing on Approval of Sale; (D) Approving Forms of Notice; support of this Procedures Motion, the Debtor respectfully states as follows:

JURISDICTION

1. The Court has jurisdiction over this Procedures Motion pursuant to 28 USC §§ 157 and 1334. This proceeding is a core proceeding within the meaning of 28 USC §§ 157(b)(2)(A), (M), (N) and (O).

2. Venue of these proceedings and this Procedures Motion is proper in this District pursuant to 28 USC §§ 1408 and 1409.

3. The statutory predicates for the relief sought herein are sections 105, 363, 364©, 503, 507, 1107 and 1108 of the Bankruptcy Code, Rules 2002(a)(2), 4001, 6004 and 9014 of the Federal rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1(b) and 9006-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

BACKGROUND

4. On January 8, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). No request has been made for the appointment of a trustee or an examiner and the Debtor continues to operate the business and manage its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee of unsecured creditors has been appointed by the United States Trustee in the Debtors' Chapter 11 case.

5. Clarke Power Products, Inc is a wholesale distributor of power tools in North America, with its base of operations in Perrysburg, Ohio.

6. As of the Petition date, Clarke Power Products, Inc had a single secured lender, being Key Bank. The Debtor-in-possession and Key Bank have operated under a continuing Cash Collateral Agreement since the date of filing. The current Agreement extends into June of 2009. Post petition operations have seen a dramatic reduction in the secured liabilities and it is the goal of the Debtor to fully satisfy the secured lender in the hope of allowing for recovery by unsecured claimants.

7. The Court has established a bar date for claims and the evaluation process is ongoing.

THE PROPOSED SALE TRANSACTION

8. The business model for the Debtor has changed and under its current structure it is not profitable to continue as a going concern beyond the near term.

9. The Debtor lacks sufficient cash flow to enable it to continue. Both suppliers and customers are under pressure given the current circumstances. Among other things, certain key customers are aware of the Debtor's difficulties and have expressed concern as to placement of future business. Damage to the Clarke Power Products name and its remaining asset value is likely to increase rapidly, therefore the sale of identified trade assets in an expeditious fashion is beneficial to all Parties.

10. The Debtor is aware of substantial interest in the assets offered for sale but it is imperative that the value be purchased by an expeditious sale. Accordingly the Debtors have engaged in a wide ranging search to determine the interest in these assets within the industry with substantial response.

11. Using the service of Centrus Group, the employed financial consultants, the Debtor has engaged in a disclosure process allowing numerous parties to determine their respective level of interest in the assets. Multiple prospective purchasers have made inquiry and submitted offers based on the available information.

12. The Debtor has selected the Purchase Agreement from Rank Sharp Industries, LTD a Hong Kong Company. The Agreement entered on May 1, 2009 is attached hereto as Exhibit A. The Motion seeks approval of the sale of Sellers assets as set forth in the Motion and attached Exhibits.

13. On May 12, 2009 the Debtor filed this Motion. The Motion seeks entry of the Order ("the Order for Sale") that , inter alia, schedules dates, times and places for the auction proposed hereby (the "Auction") and for a hearing on the Sale Motion (the "Sale Hearing"), and approving the bidding and auction procedures (the "Bidding Procedures"). Rank Sharp Industries, LTD a Hong Kong Company is the "stalking horse" bidder under this Procedures Motion and the proposed bidding Procedures.

14. The best offer for the Property to date was presented by Rank Sharp Industries, LTD a Hong Kong Company. The terms of Rank Sharp Industries, LTD offer (Rank Sharp Industries, LTD Offer") are set forth in the Agreement, and are summarized as follows:

a. **Purchase Price.** \$300,000.00 in cash to be paid by the Buyer to the Sellers in consideration of the Property, described in Article I of the Agreement.

b. **Deposit.** On or promptly following the Execution Date, the Buyer shall deposit into an escrow (the "Escrow") with an escrow agent (the "Escrow Holder") reasonably designated by Sellers an amount equal to \$25,000.00 (the "Initial Deposit") in immediately available, good funds (funds delivered in this manner are referred to herein as "Good Funds". The balance of the purchase price shall be due at the closing date.

c. **Property.** Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers the following assets, the wherever located.

Machinery and Equipment. All machinery and equipment owned by Seller including but not limited to that described in Exhibit A.

Tools and Dies. All tools, dies, jigs, templates, molds, gauges, specifications, patterns, blueprints and engineering drawings now used in the operation of the

Business, whether located at 28740 Glenwood Road, Perrysburg, Ohio 43551 ("Plant") or elsewhere.

Inventory. All inventory or raw materials, purchased parts, spare parts, product catalogs, photographs, work-in-process and finished goods owned by the Seller, and associated with the Business (the "Inventory").

Supplies. All factory and office supplies owned by Seller, including shelving.

Executory Contracts; Purchase and Sale Orders. The executory contracts and purchase and sale orders described in Exhibit B.

Patents and Trademarks. All patents, patent applications, copyrights, copyright applications, trademark registrations, trademark applications, trade names, trademark and slogans described in Exhibit C.

Records. All of Seller's archived and historical accounting data, customer lists, supplier lists, sales literature, warranty cards, warranty databases, art work, display booths and units, other marketing materials, and such other business records associated with the Business as Buyer may specify whether in hard copy or electronic form.

Intellectual Property. All right, title and interest in and to Seller's intellectual property, including but not limited to trademarks, brands, artwork, manual, packaging, Seller's online store (Tool-Mall), the 1-800 toll-free telephone number presently being used for customer service, including repairs and guarantees, and Seller's name and tradenames, provided that promptly after Closing hereunder Seller shall change its name.

Computer Systems and Software. All of Seller's computers, computer systems (including servers) and software.

Continuity. To the extent not included in Sections 1.1(a)-(i) above, any and all other assets of Seller that will assist in the ability of Buyer to utilize the purchased assets in the future and if desired by Buyer to hire any present employees.

d. **Excluded Assets.** The Property is limited to the items identified or described in Article I of the Agreement and excludes all of the following (collectively, the "Excluded Assets"): all accounts, accounts receivable, cash or cash equivalents. The Seller is not conveying any rights or claims available or arising by contract or otherwise to the Debtor inoperative of rights and changes under Section 544, 547, 548, 549 and 550 of the United States Bankruptcy Code.

15. The Motion seeks, inter alia, authority to conduct an Auction with respect to potential higher and better offers for the Property based upon the Agreement and pursuant to the procedures described herein. Additionally, the Motion seeks to establish a notice and hearing schedule (as described below) for approval of the sale of the Property which recognizes the exigent circumstances faced by the Debtor in light of the Debtor's operating situation and damage to sale assets occasioned by delay.

16. The Sale Motion seeks, authority to sell the Property to Rank Sharp Industries, LTD a Hong Kong Company or a higher bidder or bidders pursuant to a sale order to be entered at the hearing confirming the proposed sale of the Property (the "Sale Hearing").

17. In addition, the Debtor is informed and believes that Key Bank as the Debtor's prepetition secured lender (the "Prepetition Secured Lenders"), are supportive of an expedited auction process to sell the Property to whichever prospective purchaser(s) present the highest or otherwise best offer(s) at the Auction (the "Successful Bidder") proposed by this Sale Motion (such other highest or otherwise best offer, is defined herein as the "Successful Bid").

18. The debtor believes that the sale of the Property to a purchaser determined in accordance with the proposed procedures is far preferable to a piecemeal liquidation of the Debtor's assets. In addition, the pursuit of an auction process to utilizing Rank Sharp Industries, LTD as a "stalking horse" bidder as proposed by this Motion, will maximize the value of the Property.

19. For the reasons stated above, and in light of these obvious benefits to the estate, in the exercise of its business judgment, to consummate the Agreement, or if applicable, another Successful Bid.

20. The Debtor and Rank Sharp Industries, LTD have extensively marketed the Property and obtained Lifetime as a "stalking horse" bidder. A prompt sale under the proposed procedures holds the strongest likelihood of the Debtor obtaining the highest or best offer for Debtor assets. For these reasons, prompt consideration of these procedures and approval of the Motion is justified.

RELIEF REQUESTED

Pursuant to this Motion, the Debtor is requesting that this Court, among other things:

I. Approve Rank Sharp Industries, LTD status as the stalking horse purchaser and approve the Topping Fee (hereinafter defined) for Rank Sharp Industries, LTD as provided in the Agreement and as further described below;

II. Approve the Bidding Procedures described herein;

(A) Only pre-qualified bidders (a "Qualified Bidder") shall be entitled to submit a competitive bid to purchase the Sale Assets. To be a Qualified Bidder, a competitive bidder must, on or before 4:00 p.m. (Eastern Time) on _____ (the date that is three business days prior to the date of the Sale Hearing), submit to the Receiver's advisor ("Advisor") Robert L Cohen, Centrus Group, 1653 Merriman Road, Suite 211, Akron, OH 44313, the following:

(i) An executed copy of the terms and conditions of purchase (Terms and Conditions Statement) for the purchase of any of the Sale Assets, whereby the Terms and Conditions Statement discusses the conditions upon which the Debtor has deemed to be acceptable;

(ii) A statement that clearly provides the identity of the individual or agent that is authorized to represent the bidder in the sales process; and

(iii) Evidence satisfactory to the Advisor of its financial ability to consummate its acquisition of any of the Sale Assets under and upon the terms and conditions set forth within the Terms and Conditions Statement.

(b) A competing bid must not be subject to any due diligence or other contingency, except for Court approval and as may be contained in any asset purchase agreement deemed acceptable by the Advisor, and any such competing offer must be fully financed and may not have a financing contingency. If financing will be provided by external sources, a competing offer must include copies of relevant commitment letters and identify the individuals (and their phone numbers) at the institutions involved.

(c) Competing Bid or Bids shall be for purchase of substantially all of the Property identified in the Agreement and shall contain substantially all of the material terms and conditions contained in the Agreement.

(d) The Advisor will conduct an auction (the "Auction") at a sale hearing to be held on _____ (the "Sale Hearing") (the actual date shall be determined by the Court). Bidding at the Auction will be limited to those persons or entities that constitute a Qualified Bidder. All sales of all Sale Assets shall be conducted in an open outcry auction ("Auction") to be conducted by the Advisor. The Auction will proceed as follows:

(i) Only Qualified Bidders will be authorized to participate in the Auction process.

- (ii) The Debtor will commence the Auction by soliciting bids for all of the personal and intellectual property of Clarke Power Products, Inc. (the "Global Bid"). Bidding will commence at \$350,000 (an amount equal to \$50,000 more than the Stalking Horse Bid of \$300,000), and will proceed in increments of \$25,000. The bidding process will continue until such time that the highest Global Bid for those assets has been received by the Debtor.
- (iii) The Debtor will declare the prevailing bidder (the "Prevailing Bidder") and report the same to the Court for final approval.
- (iv) Upon approval of the Prevailing Bidder by the Court, the Court shall enter an Order granting the Motion and thereby approving (i) the purchase agreement by and between the Prevailing Bidder and (ii) the sale of the Sale Assets to the Prevailing Bidder.

(e) Only Rank Sharp Industries, LTD and Competing Bidders that submit Competing Bids that comply with the Bidding Procedures, as determined by the Debtor in its sole discretion, will be entitled to bid at the Auction. Subject to compliances with the terms of the Agreement, Rank Sharp Industries, LTD shall be deemed and is a qualified bidder and the Agreement shall be deemed a qualified bid for all purposes and is deemed to have complied with requirements for qualification of bidders.

III. Establish a date for holding the auction pursuant to the Bidding Procedures (the "Auction") and approve certain procedures in connection therewith;

IV. Schedule the Sale Hearing to approve any sale transaction to Rank Sharp Industries, LTD or the other Successful Bidder and establishing deadlines for objections and responses to the relief requested in the Sale Motion;

V. The Debtor requests a Sale Hearing to be scheduled no later than July 10, 2009 with a requirement that objections to sale be filed no later than 7-days prior to the scheduled hearing.

Respectfully submitted

/s/ Raymond L Beebe
Raymond L. Beebe 0027096
Raymond L. Beebe Co., LPA
1107 Adams St.
Toledo, OH 43604
Ph: (419) 244-8500
Fax: (419) 244-8538
Attorney for Debtor

CERTIFICATION

This is to certify that a copy of the foregoing was sent by ordinary US Mail and/or Electronic this 12 May 2009 to:

Office of United States Trustee

Richard S MacMillan Aty
Law Offices of MacMillan Sobanski Todd
One Maritime Plaza
Fourth Floor 720 Water St
Toledo, OH 43604

Richard A Baumgart Aty
rbaumgart@dsb-law.com

Robert J Burns Aty
bob_j_burns@keybank.com

Tami H. Kirby Aty
tkirby@porterwright.com

Robert L Cohen
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Epping, Essex CM16 4LG

Angela Clagg
Brooks Insurance Agency
1120 Madison Ave
Toledo Oh 43624

Cananwill Inc
Po Box 19639
Newark Nj 07195-0639

Allison L Powers
Central Transport
12225 Stephens Rd
Warren Mi 48089

Josephine McFarland
Ch Robinston Intersational Inc
Po Box 9121
Minneapolis Mn 55480-9121

Stephana Zou
China National Aero Technology
Import Export Corporation Shanghai
27-28th Fl Catic Bldg
212 Jiangning Rd
Shanghai 200041 China

Eddy Wang
Dd International Ltd
7th Fl Bldg Lilin Crown Hotel
No 197 Xiangang Dong Rd
Qingdao China

Abbi Michael
Federal Express
Po Box 371461
Pittsburgh Pa 15250-7461

Bruno
Helvi Spa
Via Galileo Galilei 123
Vincenza Italy

Bob Adelski
Hutchin Exports Limited
Room 402-404 4 Fl
Tai Tak Commercial Bldg
317-319 Des Voex Rd
Central Hong Kong

Craig Valentine
JCV LLC
14141 US Hwy 24
Grand Rapids, OH 43522

Cui Bo
Keen Zhengzhou Abrasives Mfg
Unit 0401 No 1 Cathy Block
Zhenghong Intl Mansion No 1
Zhenghua Road, Zhengzhou, NA
450008

Dainna Deppe
Kelly Plourde Sales Inc
6801 Washington Avenue South #200
Minneapolis Mn 55439

Keybank National Association
Oh-Mm-Toledo-Seagate
3 Seagate
Toledo Oh 43604

Jerry Qian
Kraftool Corporation
4580 Murietta St
Chino Ca 91710

National City Bank
Po Box 2349 #Ka16f5
Kalamazoo Mi 49003-2349

Richard Field
Rank Sharp Industries Ltd
Room 1008-10 10 F1
Col Tower Warf T T Square
123hoi Bun Road Kwun Tong
Kowloon Hong Kong

Gloria Zaborowski
Roadrunner Dawes
3576 Paysphere Circle
Chicago Il 60674

Yuan Yue
Tiya International Co Ltd
B12b Sheny Center
9 Shandong Rd
Qingdao China

Maggie
Toolrich
Unit 308
Qingtai Business Bldg
83 Qingjiand Rd
Shanghai China

Jim Weber
Weber Obrien Ltd
5580 Monroe St
Sylvania Oh 43560

Brian DePaul
Welding Material Sales
1340 Reed Rd
Po Box 786
Geneva Il 60134

/s/ Raymond L Beebe
Raymond L. Beebe 0027096

NOTICE PURSUANT TO
LOCAL RULE 9013-1

Please take note that the Respondent has ten (10) days from service of this Motion to file and serve a response or a request for hearing, and that if a response or request is not timely filed with the Court and served on Movant c/o Raymond L. Beebe, 1107 Adams St., Toledo, Ohio, 43604, this Court may grant the relief requested without further hearing.

/s/ Raymond L Beebe
Raymond L. Beebe 0027096

/s/ Raymond L Beebe
Raymond L. Beebe 0027096

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of May 2009, by and between Clarke Power Products, Inc., an Ohio corporation, with its principal place of business at 28740 Glenwood Road, Perrysburg, Ohio 43551, in its capacity as a Debtor and Debtor in Possession in Case No. 09-30071 pending before the United States Bankruptcy Court for the Northern District of Ohio, Western Division ("Seller") and Rank Sharp Industries, Ltd., a Hong Kong company, with its principal place of business at Room 1008-10, COL Tower, Wharf T&T Square, 123 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong, or its nominee ("Buyer").

WITNESSETH:

WHEREAS, Seller operates a home improvement, farm supply, and tool supply business (the "Business") at its location in Perrysburg, Ohio (the "Location"); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, certain of assets of the Business, upon the terms and conditions hereinafter set forth; and

WHEREAS, on January 8, 2009, Seller filed in the United States Bankruptcy Court for the Northern District of Ohio, Western Division (the "Bankruptcy Court") a petition for relief under Chapter 11 of title 11 of the U.S. Code, commencing Case No. 09-30071 on the docket of the Bankruptcy Court (the "Case") and was thereafter continued the possession and operation of its business.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 Description of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall convey, sell, assign and transfer, free and clear of all liens,

claims and encumbrances, and Buyer shall purchase, at the Closing (as such term is hereinafter defined), the following described assets of the Business (the "Purchased Assets"):

(a) Machinery and Equipment. All machinery and equipment owned by Seller including but not limited to that described in Exhibit A.

(b) Tools and Dies. All tools, dies, jigs, templates, molds, gauges, specifications, patterns, blueprints and engineering drawings now used in the operation of the Business, whether located at 28740 Glenwood Road, Perrysburg, Ohio 43551 ("Plant") or elsewhere.

(c) Inventory. All inventory or raw materials, purchased parts, spare parts, product catalogs, photographs, work-in-process and finished goods owned by the Seller, and associated with the Business (the "Inventory").

(d) Supplies. All factory and office supplies owned by Seller, including shelving.

(e) Executory Contracts; Purchase and Sale Orders. The executory contracts and purchase and sale orders described in Exhibit B.

(f) Patents and Trademarks. All patents, patent applications, copyrights, copyright applications, trademark registrations, trademark applications, trade names, trademark and slogans described in Exhibit C.

(g) Records. All of Seller's archived and historical accounting data, customer lists, supplier lists, sales literature, warranty cards, warranty databases, art work, display booths and units, other marketing materials, and such other business records associated with the Business as Buyer may specify whether in hard copy or electronic form.

(h) Intellectual Property. All right, title and interest in and to Seller's intellectual property, including but not limited to trademarks, brands, artwork, manual, packaging, Seller's

online store (Tool-Mall), the 1-800 toll-free telephone number presently being used for customer service, including repairs and guarantees, and Seller's name and tradenames, provided that promptly after Closing hereunder Seller shall change its name.

(i) Computer Systems and software. All of Seller's computers, computer systems (including servers) and software.

(j) Continuity. To the extent not included in Sections 1.1(a)-(i) above, any and all other assets of Seller that will assist in the ability of Buyer to utilize the purchased assets in the future and if desired by Buyer to hire any present employees.

1.2 Excluded Assets. Seller is not selling and Buyer is not buying any accounts, accounts receivable, cash or cash equivalents.

ARTICLE II. PURCHASE PRICE

2.1 Consideration. In consideration for the sale and transfer of the assets described in Section 1.1 above, Buyer shall pay Seller the sum of Three Hundred Thousand and no/100 Dollars (U.S.\$300,000.00) (the "Purchase Price").

2.2 Method of Payment. Coincident herewith, Buyer shall pay a refundable deposit of \$25,000 to Seller, to be held in escrow pending approval and closing of this Agreement. In the event this Agreement does not close by June 1, 2009, or in the alternative, a date set by the court reasonably acceptable to Buyer, the deposit shall be returned to Buyer. At the Closing, Buyer shall pay to Seller the balance of the Purchase Price in good funds delivered on the Closing Date in the amount of \$275,000.00, without deduction or setoff.

ARTICLE III. AGREEMENTS BETWEEN THE PARTIES

3.1 Sales Taxes. Seller shall pay any sales or transfer taxes that may be due on account of the sale of the Purchased Assets.

3.2 Covenant Not to Compete. For a period of 2 years from the Closing Date, Seller shall not, directly or indirectly, own or operate any business that is engaged in the manufacturing or sale products similar to those being purchased anywhere in North America. For this purpose, the term Seller shall include any subsidiary.

ARTICLE IV. CLOSING

4.1 The Closing. The transactions contemplated by this Agreement are to be closed, and all deliveries to be made at such time in connection therewith are to be made, at the offices of Dettelbach Sichertman & Baumgart, 1801 E. 9thSt., Suite 110, Cleveland, Ohio 44114, not later than June 1, 2009, provided that the Closing shall in any event be subject to satisfaction of all conditions set forth herein and take place within ten (10) days of satisfaction of all conditions set forth at Section 8.2 hereof, including specifically that set forth at Section 8.2(g) (said closing and the date herein referred to as the "Closing" and the "Closing Date," respectively).

ARTICLE V. REPRESENTATIONS OF SELLER

5.1 Corporate Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.

5.2 Authorization. The execution, delivery and performance of this Agreement and the other transactions contemplated hereby have been duly authorized by Seller, and this Agreement is a valid and binding obligation of Seller. Neither the execution nor the delivery of

this Agreement nor the consummation of the transactions contemplated hereby will (i) violate the Certificate of Incorporation or By-Laws of Seller, (ii) result in the creation or imposition of any lien or encumbrance in favor of any third party with respect to any of the Purchased Assets, or (iii) result in Buyer incurring any liability on account of the transactions contemplated hereby, or other products manufactured or sold by the Business prior to the Closing Date (including without limitation product liability or warranty claims based thereon) or the operation of the Business prior to the Closing Date, other than as specifically assumed herein.

5.3 Title to Personal Property. The Seller has good title to the Purchased Assets and, upon the issuance by the Bankruptcy Court of the Order, will be able to transfer them to Buyer free and clear of all mortgages, liens, charges, encumbrances or other title defects of any nature whatsoever. All mortgages, liens, charges, encumbrances or other title defects to which the Purchased Assets are now subject are listed on Exhibit D.

5.4 Patents, Trade Names and Trademarks. All patents, patent applications, copyrights and copyright applications now or previously used in the conduct of the Business are listed on Exhibit C and a list of all trademark registration, trademark applications, trade names, trademarks and slogans now or previously used in the conduct of the Business has been provided to Buyer prior to the date hereof. The Business as presently or ordinarily conducted does not infringe upon any patent, copyright, trade name, trademark or other proprietary right of any third part, and there is no pending or threatened litigation against the Seller involving any patent, copyright, trade name, trademark or other proprietary right.

5.5 Contracts. Exhibit B contains a complete list, with respect to the Business, of all executory agreements and the Debtor's estimate of amounts of any defaults

5.6 Litigation. Seller is not a party to any litigation not stayed by the Bankruptcy Court, nor is Seller aware of any threatened litigation, which will affect Buyer's title to, or right to use any Purchased Assets, or to which Buyer may be made a party by reason of the transactions contemplated by this Agreement.

5.7 Brokerage or Finder's Fee. Seller has carried on all negotiations relating to this Agreement so as not to give rise to a claim against Buyer for a brokerage commission or finder's fee.

5.8 Labor Dispute. Seller's employees are not on strike or participating in a walkout and Seller is aware of no threat of a strike or walkout. Seller is also aware of no dispute or condition that could reasonably be expected to result in a strike or walkout.

ARTICLE VI. REPRESENTATIONS OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Corporate Organization. Buyer is a company duly organized, validly existing, and in good standing under the laws of Hong Kong.

6.2 Authorization. The execution, delivery and performance of this Agreement and the other transactions contemplated hereby have been duly authorized by Buyer, and this Agreement is a valid and binding obligation of Buyer. Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any operating or other agreements of Buyer.

6.3 Brokerage or Finder's Fee. Buyer has carried on all negotiations relating to this Agreement so as not to give rise to a claim against Seller for a brokerage commission or finder's fee.

ARTICLE VII. COVENANTS OF SELLER

7.1 Preservation of Employees. Between the date hereof and the Closing, Seller intends to use its best efforts to preserve its current employees and to use its best efforts to assure the ability of Buyer to hire such employees as Buyer may desire.

7.2 Transition and Access to Information. Between the date hereof and the Closing, Seller shall (i) assist Buyer in transferring the Purchased Assets from Seller to Buyer, (ii) give to Buyer and to Buyer's lawyers, accountants, and other representatives full access, during normal business hours, to all of the properties, books, contracts, commitments and records applicable to the Purchased Assets and (iii) furnish Buyer with any information concerning the Purchased Assets as Buyer may reasonably request. Seller shall, however, be entitled to keep copies of records related to unpaid accounts and accounts receivable, and shall be granted continued access to the Purchased Assets as necessary to prepare tax returns, collect accounts and accounts receivable, or as necessary to otherwise wind up its affairs.

7.3 Approval of Bankruptcy Court. Promptly after the execution of this Agreement, Seller will commence such proceedings and notify such parties as is necessary to obtain from the Bankruptcy Court the necessary Orders approving this Agreement and the transactions contemplated hereby. Seller will use its best efforts to pursue such proceedings and obtain an Order as soon as possible and in any event not later than June 10, 2009. By the time the Bankruptcy Court issues the Order, all necessary parties will have received adequate notice of the proceedings and the Bankruptcy Court will have been accurately informed of all material facts relating to this Agreement and the transactions contemplated by it, and there will be no

basis for the Order to be challenged or dissolved by reason of Seller's failure to provide such notice or to so inform the Bankruptcy Court.

7.4 Stalking Horse Protection. In consideration of Buyer agreeing to be a stalking horse, on terms and conditions to be approved by the Bankruptcy Court relating to any auction or sale procedures, and which must also be acceptable to Buyer, any initial bid over and above the Purchase Price must exceed the Purchase Price by not less than \$50,000, of which sum Buyer shall be entitled to a topping fee of \$25,000, provided however, that if Buyer is ultimately the successful bidder, no topping fee shall be payable to Buyer.

ARTICLE VIII. CONDITIONS TO CLOSING

8.1 Conditions to Seller's Obligation. The obligation of Seller to consummate the transactions contemplated by this Agreement is, at its option, subject to the following conditions:

(a) Representations and Warranties. Buyer's representations and warranties shall be true and correct as though made at the Closing.

(b) Performance. Buyer shall have performed and complied with all covenants, agreements, obligations and conditions on its part herein required to be performed or complied with at or before the Closing.

(c) Approval of the Bankruptcy Court. The Order shall have been in effect not later than July 10, 2009, and shall remain in full force and effect, and the period for appeals shall have run and no appeal from or challenge to the Order shall be pending.

(d) Pending Litigation. There shall not be any suit or administrative proceeding, brought by a third party, pending or threatened against Seller or Buyer seeking to enjoin Seller and Buyer from completing the transactions contemplated by this Agreement.

(e) Delivery of Closing Documents. Buyer shall have delivered at the Closing all of the documents described in Section 9.2 below.

8.2 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is, at its option, subject to the following conditions:

(a) Representations and Warranties. Seller's representations and warranties shall be true and correct as though made at the Closing.

(b) Performance. Seller shall have performed and complied with all covenants, agreements, obligations and commitments on its part herein required to be performed or complied with at or before the Closing.

(c) Approval of the Bankruptcy Court. The Order shall have been in effect not later than July 10, 2009 and shall remain in full force and effect, and no appeal from or challenge to the Order shall be pending and the period for any appeal shall have run.

(d) Pending Litigation. There shall not be any suit or administrative proceeding, brought by a third party, pending or threatened against Seller or Buyer seeking to enjoin Seller and Buyer from completing the transactions contemplated by this Agreement.

(e) Absence of Casualty. Between the date hereof and the Closing, there shall have been no material damage or destruction to the Purchased Assets; provided, however, that Buyer may, at its option, nevertheless close the transactions contemplated by this Agreement

and, in that event, Seller shall assign to Buyer the proceeds of any insurance relating to the damaged, destroyed or impaired assets. The complete risk of damage or destruction to property shall remain with Seller until Closing. If there be any damage or destruction to the Purchased Assets between the date hereof and the Closing, the purchase price shall be adjusted accordingly.

(f) Labor Agreement. Seller represents that is has no labor agreement and is not subject to any collective bargaining agreement.

(h) Certain key employees of Seller shall have delivered at the Closing all of the documents described in Section 9.1 below.

ARTICLE IX. DELIVERIES AT THE CLOSING

9.1 Deliveries of Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer duly executed:

(a) Bill of Sale. A General Conveyance, Assignment and Bill of Sale in a form reasonably satisfactory to Buyer, conveying to Buyer the assets (tangible and intangible) to be sold and transferred hereunder, free and clear of all mortgages, liens, charges, encumbrances or other title defects of any nature whatsoever.

(b) Specific Assignment. Specific assignments of any significant contracts, or orders transferred under Section 1.1(e), as Buyer may reasonably request to assure their continuity, together with any consents to such assignments that may be reasonably required.

(c) Other Instruments of Conveyance. Any such other instruments as counsel for Buyer may reasonably deem necessary or desirable to effect or evidence the transfers contemplated hereby.

(d) Officer's Certificate. A Certificate signed by the Chief Operating Officer of Seller, dated the Closing Date, as to the truth of the Seller's representations and warranties at the Closing Date.

9.2 Deliveries of Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller, duly executed:

(a) Purchase Price. The funds described in Section 2.2 above.

(b) Officer's Certificate. A Certificate signed by the President of Buyer, dated the Closing Date, as to the truth of the Buyer's representations and warranties at the Closing Date.

ARTICLE X. POST CLOSING

10.1 Removal of Purchased Assets. Buyer shall have until 30 days after the Closing, without any charge for storage or rental to Buyer, in order to remove the Purchased Assets from their current location, the cost of removal to be borne by Buyer. Buyer will not be responsible for any obligation of Seller under any lease of the Plant or current Business location with respect to the condition of the premises upon removal of machinery and equipment and/or termination of the lease, however Buyer shall use reasonable care in preserving the premises in the condition in which it was prior to the removal of the Purchased Assets.

ARTICLE XI. INDEMNITY

11.1 General Indemnity.

(a) Seller agrees to hold harmless, indemnify and defend Buyer and its legal representatives, successors and assignees from and against any loss, claim, cause of action, damage, liability, expense or cost of any kind or amount whatsoever which results from a breach

of any representation or warranty made by Seller or a failure to perform any covenant, obligation or agreement of Seller made in this Agreement.

(b) Buyer agrees to hold harmless, indemnify and defend Seller and its legal representatives, successors and assigns from and against any loss, claim, cause of action, damage, liability, expense or cost of any kind or amount whatsoever which results from a breach by Buyer of any representation or warranty made by Buyer or a failure to perform any covenant, obligation or agreement of Buyer made in this Agreement.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1 Notice. All notices, requests, demands and other communications required or permitted under the Agreement shall be made in writing and shall be deemed to have been duly given and made when received.

If to the Seller:

Clarke Power Products, Inc.
28740 Glenwood Road
Perrysburg, Ohio 43551
Facsimile:

with a copy to:

Raymond L. Beebe
Raymond L Beebe Co LPA
1107 Adams St
Toledo, Ohio 43604
Facsimile:

If to the Buyer:

Ellian J. Perch
Room 1008-10, COL Tower
Wharf T&T Square, 123 Hoi Bun Road
Kwun Tong
Kowloon, Hong Kong
Facsimile: 011- 852-2570-5043

with a copy to:

Jason S. Stone
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Facsimile: (212) 455-2502

provided, however, that if any party shall have designated a different address by notice to the other, then to the last address so designated.

12.2 Entire Agreement. This Agreement, the Exhibits attached hereto and the other agreement and documents expressly referred to herein embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous letters, agreements and understandings relative to said subject matter. This Agreement shall not be amended except by a written instrument executed by or on behalf of all its parties.

12.3 Binding Effect: Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Buyer and Seller and their respective legal representatives, successors and assigns. Except for Buyer's right to name a nominee, neither party may assign this Agreement or any rights hereunder without the written consent of the other.

12.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall serve as originals to bind the parties to this Agreement.

12.5 Waiver; Consent. Whenever the consent, approval, agreement, waiver, designation, notice, demand or other written action by Buyer or Seller is provided for in this Agreement, the same may be given, in writing, on behalf of Seller by its Chief Operating Officer or its Secretary/Treasurer and on behalf of Buyer by its President. No waiver by any party of any condition of this Agreement or waiver of any breach by the other party of any of its obligations or representations hereunder shall be deemed to be a waiver of any other condition or subsequent breach of the same or any other obligation or representation by the other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by the other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach.

12.6 Other and Further Covenants of Seller. At any time, and from time to time, including, without limitation, after the Closing, and without further consideration, Seller will execute and deliver such other and further instruments of conveyance, transfer and confirmation as Buyer may reasonably request in order more effectively to convey, confirm and transfer to Buyer any of the Purchased Assets.

12.7 Claims of Third Parties. Buyer agrees not to pay any warranty, product liability or other claims brought by third parties for which Seller would be required to indemnify Buyer without the prior approval of Seller. Buyer will not be liable to Seller for any breach of this Section 12.7 to the extent any amount paid to a third party is in satisfaction of a bona fide claim and Seller is required to indemnify Buyer for such a claim.

12.9 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

12.10 Severability. In the event that any provision of this Agreement is deemed invalid, illegal, void or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed in their respective corporate names and by their respective duly authorized officers, all as of the date and year first above written.

Clarke Power Products, Inc., Seller
As Debtor and Debtor in Possession

By: _____

Rank Sharp Industries, Ltd., Buyer

By: _____

EXHIBITS

- A. Machinery and Equipment (1.1a)
- B. Executory Contracts (1.1e) & (5.5)
- C. Patents and Trademarks (1.1f) & (5.4)

F:\WPWIN\RAB\Rank Sharp Industries Limited\Purchase Agreement.wpd

EXHIBIT A

CLARKE POWER PRODUCTS INC.
Listing of Personal Property and Other Equipment
Exhibit A

Vehicles & Trailers:

2000 IH 4700 Truck, 24' Van Body w/Lift Tail Gate
2004 GMC Yukon SLT, 4x4 Loader, 5.3L, 104,000 Miles
NEW 16' H & H Trailer, Side Door/Side Swing, Inside finished with Diamond Plate floor, Dual Heavy Axles,
Drop Tail Gate Display
2-Wheel Utility Trailer

Material Handling:

Translift B-40IC Bendi Electric Order Picker, 4000#, Model E4014EIC-1300
Translift B-40 Bendi Trans Lift Order Picker, B401800 Series II, had bad drive motor
CAT 2EC25L Forklift, Electric, 4000#, Side Shift, 3-Stage
Komatsu FG25ST-12 Forklift, 4500#, LP, Cushion Tire, Side Shift
(2) CAT 3C1500 Forklifts, LP, 3000#, Cushion Tire, Side Shift, 3-Stage
CAT 2EC25 Forklift, Electric, 4600#, Side Shift, 3-Stage
Crown Walk-Behind Pallet Mover, Electric
Battery Chargers
Crown Totter, Mdl 200TR w/4-Tot Carts
Pallet Racking; 48"x8'x16' & 20' - Clyman Enterprises -Approximately (660) Vertical Uprights & (4000)
8' Cross Members (Like New)
Floor Upright Guards
Racking 24"x6'x8' Knock Down
Knock Down Storage Shelving
Pallet Jacks
Warehouse Carts
Rolling Ladders
Dump Scrap Hoppers
Speedy Pack Instapak System
Cousins Pallet Wrapper & Supplies
Wilton Strapping Machine
Large Asst of Banding, Cart Assembly & Stapling Equipment
Shipping Supplies
Battery Chargers
Loadmaster Digital Scale
Lace Load Test Center
Impulse Sealers
Flammable Exhaust Booth
Load Locks
FPR Extension Ladders
Step Ladders
Kone Kx10 Electric Hoist, 2-Ton

Equipment, Tools, Etc.

New, Sample & Used
Metal Band Saws
Circular Saws
Saws
Air Compressors
Sand Blasters
Welders and Welding Accessories
Power & Cordless Tools of All Types
Grinders of All Types

CLARKE POWER PRODUCTS INC.
Listing of Personal Property and Other Equipment
Exhibit A (continued)

Jacks
Floor Jacks
Transmission Jacks
Jack Stands
Creepers & Stools
Shop Vac's
Carts
Animal Traps
Tool Boxes
Fork Extensions
Parts Washers
Safes
Work Tables
Wagons
Tool Kits
Testing Cabinets & Equipment
Electric Test Equipment
Employee Lockers
Scales
Large Assortment of Repair Tools, Equipment & Misc. Parts
Large Assortment of Corrugated Boxes

Office:

Surveillance Security System which includes: (10) Color Mini Dome Vandal Resistant Fixed Cameras, DRACONi 16 Channel Digital Surveillance Server 1TB Storage, (2) 16 Channel CCTV Fused Power Supply Units
Phone System – Prostar DCS by Samsung, 5-D1-1, EXPN-A1 & EXPN-B, Cadence VM8A, ROM-1, PSU40, SL1, TRK-CR1 & A1, AA, Voice Mail System, (26) LCD 24B Keypad DCS Hand Sets, (5) IDSC8D Hand Sets
Zebra Z4M Plus Label Printer
Dell 1720N Printer
(2) Dell Photo 966 Preston Copier Fax
(2) Canon Super G-3 Printer Fax
Dell Laser Printer M5200
(2) Dell 3110CN Printer
Konica 7020 Copier
Dell 5310 Laser Printer
Assortment of Other Printers
Canon Image Runner 2000 w/Top Feed
Canon Image Runner 1370F
ATR 120 Acroprint Time Clock System
Docubind P-300 Binding System
I/R Hand Scanner System, Hand Panels 1000E
Voice Mail System
Small Blister Sealer – Pneumatic
Main Frame Server which includes: E21, Power Edge 2650 Server; Exch, Power Edge 2950 Server; Web, Power Edge 2850 Server; SQL, Power Edge 4600 Server; DC1, Power Edge 2650 Server; Apps, Power Edge 2500SC Server
Assortment of Flat Screens, Monitors, CPU's, Key Boards & Computer Accessories
Dell – Computer Services

CLARKE POWER PRODUCTS INC.
Listing of Personal Property and Other Equipment
Exhibit A (continued)

Computer Cabinet & Hubs
Trade Show Display System
Destrojert Shreaders
ShreadMaster 5550X Shreader
Mail Station I think we lease this from Pitney Bowes
Video Screen projector
Grease Boards
Executive Office Sets
Conference Table, Wood, Boat Shaped
Conference Table, 48" Round
(10) Conference Chairs
Large Assortment of File Cabinets, 2 & 4-Drawer, Legal, Letter & Lateral
Large Assortment of Metal & Wood Desks & Work Stations
Executive, Task, Secretary & Side Chairs
(6) Office Pods
Office Soft Side Partitions
Melink Fireproof Safe
Mosler Safe
Storage Cabinets
Plastic Folding Tables, Stand & Wood Tables
Whirlpool, Top Freezer Refrigerator
(2) Small Magic Chef Refrigerators
Microwaves
Fans
Lunch Room Equipment
Coffee Makers, Bunn
Janitorial Supplies
Sweepers
Space Heater

EXHIBIT B

NONE IDENTIFIED AT PRESENT

EXHIBIT C

CLARKE POWER FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
TM CLARKE (WELDING MACHINES)	73/587963	03/14/86	1467772	12/01/87
TM CLARKE (WATER PUMPS AND GENERATORS)	73/835133	10/31/89	1717486	09/22/92
TM LOG BUSTER (LOG SPLITTERS)	74/332389	11/18/92	1870329	12/27/94
TM STRONG ARM (HAND AND PLATFORM TRUCKS)	74/428825	08/26/93	2110912	11/04/97
TM STRONG ARM (WORK BENCHES)	75/147423	08/09/96	2234720	03/23/99
TM HIPPO	75/188234	10/28/96	2438727	03/27/01
TM SAVE A LIFE	75/279776	04/23/97	2200555	10/27/98
TM CLARKE (METAL TOOL HOLDERS)	75/330916	07/25/97	2344332	04/25/00
TM CLARKE (WATER PUMPS, GENERATORS, AIR COMPRESSORS, PARTS WASHERS, LATHES, BENCH GRINDERS, SAWS, DRILL PRESSES, CORDLESS DRILLS, HAND-HELD GRINDERS, LOG SPLITTING MACHINES)	75/330915	07/25/97	2210538	12/15/98
TM CLARKE (WELDING MACHINES, MULTIMETERS)	75/330508	07/25/97	2180620	08/11/98
TM CLARKE (WELDING MACHINES, MULTIMETERS) (CANADA)	899402	12/14/98	584331	06/25/03
TM CLARKE (FLOOD LIGHTS)	75/330507	07/25/97	2344331	04/25/00
TM CLARKE (BRIEFCASES, LUGGAGE CARTS)	75/330509	07/25/97	2271418	08/24/99
TM CLARKE (WORK BENCHES)	75/330510	07/25/97	2221327	02/02/99
TM QUICK CART	75/757194	07/22/99	2360101	06/20/00

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CLARKE POWER FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

TM QUICK CART (CANADA)	1030417	09/28/99	546650	06/15/01
TM CLARKE (CORDED POWER TOOLS)	78/005001	04/20/00	2637282	10/15/02
TM PLASMA-CUT	78/092853	11/13/01	2952902	05/17/05
TM CLARKE (NON-METAL TOOL BOXES AND SHELVES)	76/409849	05/20/02	2971396	07/19/05
TM CLARKE (HAND OPERATED TOOLS)	76/409824	05/20/02	2931217	03/08/05
TM STRONGBOX	78/132384	05/31/02	2885053	09/14/04
TM PROBENCH	78/278778	07/25/03	2945174	04/26/05
TM HOT SHOT	78/470080	08/19/04	3027725	12/13/05
TM CLARKE PRO-POWER (CORDLESS DRILLS)	78/785286	1/5/06	3459499	7/1/08
SM TOOL-MALL	77/011709	10/2/06	3407443	4/1/08
TM CROCODILE (CANADA)	1318309	9/28/06		
TM CROCODILE (US)	77/007214	9/26/06	3458639	7/1/08
TM EDISON (AUSTRALIA)	1252596	7/18/08		
TM EDISON (MEXICO)	957338	8/27/08		
TM EDISON (EUROPE)	6882237	5/1/08		
TM EDISON (SOUTH AFRICA)	2008/09145	4/22/08		
TM EDISON (CANADA)	1357982	7/31/07		

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CLARKE POWER FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

TM EDISON (US)	77/226652	7/11/07	
TM AUTOPILOT	77/327895	11/13/07	
TM CLARKE (JACKS)	77/334110	11/20/07	3526711 11/4/08
TM EDISON WITH LIGHTNING LOGO	77/523758	7/16/08	
TM CROCODILE WITH LOGO	77/525181	7/17/08	
TM PRO-POWER (WELDERS, PLASMA CUTTERS, BENCH GRINDERS, SAWS, CUT-OFF SAWS, TABLE SAWS, SCROLL SAWS, AIR COMPRESSORS, BENCHTOP TOOLS, POWER TOOLS, CORDLESS DRILLS, PORTABLE BATTERIES USED TO JUMP START VEHICLES)	77/626203	12/4/08	

CLARKE POWER PATENTS AND PENDING PATENT APPLICATIONS

TITLE	SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE
LOG SPLITTER (CANADA)	2138714	12/21/94	2138714	2/23/99
LOG SPLITTER (US)	08/135687	10/13/93	5375638	12/27/94
LOG SPLITTER (UK)	94309714.7	12/22/94	0718078	3/22/00
WET/DRY VACUUM WITH MESH BAG FOR STORING IMPLEMENTS (CANADA)	2575228	1/24/07		