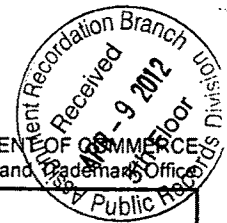


05/21/2012



103644791

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

Osco Motors Corporation

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Osco Motors Company, L.L.C.

Internal Address:

Street Address: 400 University Court

City: Blackwood

State: NJ

Country: USA Zip: 08012-3214

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1301250

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Osco Registration date 10/23/1984

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

Name: Michael A. Kulzer

Internal Address: Kulzer & DiPadova, PA

Street Address: 76 E. Euclid Avenue Suite 300

City: Haddonfield

State: NJ Zip: 08033

Phone Number: 856-795-7744

Fax Number: 856-795-8982

Email Address: mak@kulzerdipadova.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/10/2012 LMARTIN 00000021 1301250

Deposit Account Number 40.00

Authorized User Name

9. Signature:

Signature

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Michael A. Kulzer
Attorney At Law
State of New Jersey

TRADEMARK

REEL: 004788 FRAME: 0726

RE 103644791
4-9-12 RE

**BILL OF SALE
ASSIGNMENT AND ASSUMPTION AGREEMENT
AND POWER OF ATTORNEY**

THIS INSTRUMENT, dated this 31st day of January, 2005, from **OSCO MOTORS CORPORATION**, a Pennsylvania corporation (the "Seller") to **OSCO MOTORS COMPANY, L.L.C.**, a Pennsylvania limited liability company (the "Buyer").

WHEREAS, Seller has agreed to sell and transfer to Buyer the Transferred Assets (as defined in the Asset Purchase Agreement entered into by the parties on January 31, 2005 (the "Purchase Agreement")) and Buyer has agreed to purchase accept the Transferred Assets from Seller under the terms set forth hereinafter and in the Purchase Agreement; and

WHEREAS, Buyer has agreed to assume certain all of its liabilities Assumed Liabilities (as defined in the Purchase Agreement) from Seller as more fully described on the Schedule of Assumed Liabilities attached hereto under the terms set forth hereinafter and in the Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Transfer. Seller hereby grants, bargains, sells, conveys, transfers, assigns and delivers unto Buyer, its successors and assigns, and to the immediate possession and use by Buyer, all of Seller's right, title and interest in and to the Business Assets, to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Assumption. Buyer hereby assumes and agrees to pay, perform and discharge, when due, all obligations and liabilities comprising a part of the Assumed Liabilities. Buyer does

not assume and will not be liable for any obligation or liability of Seller of any kind or nature, known or unknown, express, implied, contingent or otherwise, other than the Assumed Liabilities.

3. Exclusions. Notwithstanding the foregoing, Seller specifically retains any property or asset comprising a part of the Transferred Assets whose sale or assignment, or attempted sale or assignment hereunder without the consent of another person would result in the impairment of Seller's title to, right to use or interests in the same; provided, however, that in any such event, such property or asset, or the proceeds thereof, will be held and/or received by Seller for the benefit of Buyer, its successors and assigns, and Buyer may act as agent for Seller as provided in the Purchase Agreement in order to obtain the benefits derived from ownership of the Transferred Assets.

4. Warranties. Seller hereby represents and warranties to Buyer that the Transferred Assets are free and clear of all liens and encumbrances of any type whatsoever.

5. Future Acts. Seller hereby covenants and agrees, for itself and its successors and assigns, that from time to time after the date hereof, at the reasonable request of Buyer, its successors and assigns, and without further consideration, it will, at its own expense, make, execute, acknowledge and deliver to Buyer, its successors and assigns, such further instrument of grant, sale, conveyance, transfer, assignment and confirmation and take such other action pursuant to such request in order more effectively to grant, sell, convey, transfer, assign and confirm in Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Transferred Assets transferred and assigned hereby, and will otherwise assist Buyer, its successors and assigns in the reduction to possession of the Transferred Assets.

6. Power of Attorney. In order to effectuate the intent of this Instrument, and without limiting any of the provisions hereof, Seller hereby constitutes and appoints Buyer, its successors and assigns and the officers and employees of each thereof, its true and lawful attorney-in-fact, with full power of substitution, in the name of Buyer or in the name of Seller or otherwise, but for the benefit of Buyer:

(a) to demand and collect, to endorse and deposit, or to compromise, settle or release all property of any character and any other items conveyed, transferred and assigned hereby;

(b) to institute and prosecute all proceedings which any such attorney-in-fact may deem appropriate in order to collect, assert or enforce any claim, right, title and interest of Seller of any kind in or to the Transferred Assets conveyed, transferred or assigned hereby;

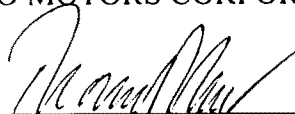
(c) to defend, compromise or settle any and all actions, suits or proceedings in respect of the Business Assets conveyed, transferred and assigned hereby; and

(d) to undertake any and all other acts or execute any instruments which any such attorney-in-fact may deem proper in order to provide Buyer with the use and benefit of the Business Assets conveyed, transferred and assigned hereby. Seller acknowledges that the foregoing powers are coupled with an interest and may not be revoked in any manner or for any reason. Buyer will be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof. No attorney-in-fact will bear any liability for any action or failure to act pursuant hereto, except for such attorney-in-fact's gross negligence or willful misconduct.

7. Effect. This instrument will be effective upon its execution and delivery to Buyer, and will inure to the benefit of Buyer, its successors and assigns.

WITNESS the due execution hereof as of the date first above written.

OSCO MOTORS CORPORATION

By:  _____

Name: Thomas R. Cooper

Title: President

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of January 31, 2005, by and among OSCO Motors Company, L.L.C., a Pennsylvania limited liability company ("Purchaser"), OSCO Motors Corporation, a Pennsylvania corporation ("Seller"), and Thomas R. Cooper, (Thomas R. Cooper is also individually referred to as "Cooper"), Russell C. Cooper and James M. Adams (collectively, the "Owners" and each individually an "Owner").

PREAMBLE:

WHEREAS, Seller manufactures after-market style manifolds at two locations in Hatfield, Pennsylvania;

WHEREAS, the Owners are the sole Owners of Seller and they collectively own 100% of the issued and outstanding shares of Seller;

WHEREAS, Seller desires to sell its business and substantially all of its assets (other than its cash, accounts receivables and certain items of personal property) to Purchaser and Purchaser desires to purchase the business and such assets and assume certain contractual obligations of Seller related to such assets, all pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. PURCHASE TERMS

1.1 Purchase and Sale of Transferred Assets. At the Closing, on the terms and subject to the conditions of this Agreement, (i) Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of the Transferred Assets (as hereinafter defined) free and clear of all liens, charges, claims or encumbrances of any nature whatsoever ("Liens"), (ii) Purchaser shall receive and accept all of the Transferred Assets and shall assume and agree to pay and perform the Assumed Liabilities (as hereinafter defined), (iii) Seller shall retain the Retained Liabilities (as hereinafter defined), and (iv) Purchaser shall pay the Purchase Price as provided herein.

1.2 Transferred Assets. Subject to the terms and conditions herein set forth, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase and acquire, all of the assets owned by Seller as a going concern as of the Closing Date (other than its cash, accounts receivables, and other specifically identified assets), of every kind, character and description, whether tangible, real, personal, or mixed, and wheresoever located, whether carried on the books of Seller or not carried on the books of Seller due to having been expensed, fully depreciated, or otherwise (collectively, the "Transferred Assets"), including without limitation the following:

- (a) All the inventory owned by Seller ("Inventory");
- (b) All the work-in-process of Seller;
- (c) All of Seller's rights in, to and under all leases of supplies, instruments, equipment, furniture, machinery and other items of tangible personal property (the "Assigned Leases"), all of which are described on Schedule 1.2(c);
- (d) All of Seller's rights in, to and under all contracts, agreements, insurance policies, purchase orders and commitments (the "Assigned Contracts"), all of which are described on Schedule 1.2(d);

(e) All tangible personal property (including without limitation, leasehold improvements, machinery and equipment, office equipment, patterns and vehicles) owned by Seller (the "Tangible Personal Property"), all of which are described on Schedule 1.2(e);

(f) All books and records of Seller, including without limitation, all credit records, payroll records, computer records, computer programs, contracts, agreements, operating manuals, schedules of assets, correspondence, books of account, files, papers, books and all other public and confidential business records but excluding Seller's books and records of ownership, whether such books and records are in hard copy form or are electronically or magnetically stored;

(g) All franchises, licenses, permits, certificates, approvals and other governmental authorizations necessary to own and operate any of the Transferred Assets, a complete and correct list of which is set forth on Schedule 1.2(g) (the "Licenses");

(h) All (i) United States and foreign patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, service name, brand name, copyrights, copyright applications and registrations and trade names of Seller, each of which are set forth on Schedule 1.2(h); (ii) proprietary data and technical, manufacturing know-how and information (and all materials embodying such information) of Seller; (iii) developments, discoveries, inventions, ideas and trade secrets of Seller; (iv) all websites of Seller; (v) all other intellectual property; and (vi) rights to sue for past infringement;

(i) All of Seller's right, title and interest in, to and under all telephone and fax numbers used in connection with Seller, including all extensions thereto;

(j) All rights in, to and under all representations, warranties, covenants and guaranties made or provided by third parties to or for the benefit of Seller with respect to any of the Transferred Assets;

(k) All of Seller's prepaid expenses, prepaid insurance, deposits and other similar items;

- (l) The name of Seller, OSCO Motors Corporation, or any derivative thereof;
- (m) Any and all other assets owned by Seller of whatever type or description, other than the Retained Assets (as defined in Section 1.4 hereof) which are (i) reflected in the books and records of Seller, except to the extent any such assets have been disposed of in the ordinary course of business or (ii) used or held for use in the operation of Seller.

If and to the extent the assignment of any personal property lease, contract, agreement, purchase order, work order, or commitment listed on Schedules 1.2(c) and 1.2(d) requires the consent of another party thereto, then (i) such personal property lease, contract, agreement, purchase order, work order or commitment shall constitute an Assigned Lease or Assigned Contract, as the case may be, only upon and subject to receipt of such consent; (ii) such personal property lease, contract, agreement, purchase order, work order or commitment shall not be an Assigned Lease or Assigned Contract, as the case may be, if and for so long as the attempted assignment would constitute a breach thereof; and (iii) Seller shall cooperate fully with the Purchaser in seeking such consent or reasonable arrangement designed to provide the Purchaser the benefits, claim or rights arising thereunder.

Each of the Owners and Seller expressly disclaim all right, title and interest in and to the Transferred Assets.

1.3 Assumption of Obligations and Liabilities.

(a) At the Closing, Purchaser shall assume and agree to pay or perform, promptly as they become due, only those obligations and liabilities of Seller expressly set forth in paragraph (b) below in this Section 1.3 (the "Assumed Liabilities"). Except for the Assumed Liabilities, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any other obligation or liability of