

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Greenfield Industries, Inc.		05/31/2013	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TDY Industries, LLC		
<b>Street Address:</b>	1000 Six PPG Place		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0109724	GEOMETRIC	
<b>Registration Number:</b>	0421764	VERS-O-TOOL	
<b>Registration Number:</b>	0521517	GEOMETRIC	
<b>Registration Number:</b>	0587620	SUPERMETRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7245395903		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	724-539-4843		
<b>Email:</b>	k-corp.tm@kennametal.com		
<b>Correspondent Name:</b>	Kennametal Inc.		
<b>Address Line 1:</b>	1600 Technology Way		
<b>Address Line 4:</b>	Latrobe, PENNSYLVANIA 15650-0231		
<b>ATTORNEY DOCKET NUMBER:</b>	2013-M-252 // 0687-134722		
<b>NAME OF SUBMITTER:</b>	James G. Porcelli		
<b>SIGNATURE:</b>	/James G. Porcelli/		
<b>DATE SIGNED:</b>	11/05/2014		
<b>Total Attachments: 34</b>			

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") made on May 10, 2013 (the "Effective Date") between ATI Tungsten Materials, a division of TDY Industries, LLC, a California limited liability company (collectively, "Buyer"), and Greenfield Industries, Inc., a South Carolina corporation ("Seller"),

WITNESSETH:

WHEREAS, Seller is engaged in the business of designing, manufacturing and selling assembled threading tools under the name "Assembled Threading Tools" at Seller's Facility (the "Business"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase and acquire, the Acquired Assets (as defined below), all subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1  
ACQUIRED ASSETS

Section 1.1 Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, Seller will, at the Closing, sell, assign, transfer and convey to Buyer, and Buyer will purchase and acquire from Seller, free and clear of any and all Liens, all of Seller's right, title and interest in and to all of the Assets directly and exclusively used by Seller or useful in connection with the Business (collectively, the "Acquired Assets"), including, without limitation, all of Seller's right, title, and interest in and to:

(a) Tangible Personal Property. All machinery, tools, equipment, supplies, and materials exclusively used in the Business, including, without limitation, the items of Tangible Personal Property set forth on Schedule 1.1(a) hereto, and any other machinery, tools, equipment, supplies, and materials set forth on Schedule 1.1(a) hereto (collectively, the "Tangible Personal Property");

(b) Intangible Personal Property. All customer lists, supplier lists, distributor lists (and other assets exclusively related to the Business's distribution network), catalogs, reference resources, brochures, price lists, files, records, customer (including, without limitation, potential customer) and supplier (including, without limitation, potential supplier) correspondence files, credit files, mailing lists, art work, photographs and advertising material that are exclusively used or useful in the conduct of the Business, whether in hard copy, electronic form, or otherwise;

(c) Assumed Contracts. All oral or written agreements, contracts, contract rights, licenses, personal property leases, distribution agreements, vendor agreements, customer agreements, sales representative agreements, instruments, documents, purchase and sales orders,

quotations, proposals, bids and other executory commitments of Seller set forth on Schedule 1.1(c) hereto (collectively, the "Assumed Contracts");

(d) Name: Goodwill; Intellectual Property. (i) The "Assembled Threading Tools" name and all goodwill incident thereto and to the Business; (ii) all patents, patent applications, inventions and discoveries (including, without limitation, any renewals or modifications thereof) that may be patentable, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business; (iii) all fictional business names, trade names, service names, registered and unregistered trademarks, service marks, and applications, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business, including the "Assembled Threading Tools" name and any related logos; (iv) all copyrights in both published works and unpublished works, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business; and (v) all know-how, inventions, processes, methods, trade secrets, secret processes, formulations, engineering information and files, confidential information, software, technical information, data and data bases, process technology, plans, drawings, and blue prints, and all similar property of any nature, tangible or intangible, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business (collectively, the "Intellectual Property"), including, without limitation, the Intellectual Property set forth on Schedule 1.1(d) hereto.

(e) Records. All records and data of Seller relating exclusively to the Business (except for any records regarding employees of the Business, Seller's Facility, and taxes or any records expressly included in the Excluded Assets), whether such records are in hard copy, electronic, or any other format, including, without limitation, all records and data regarding warranty and product liability claims regarding Products, and quality control practices and procedures used in the Business (collectively, the "Records"); and

(f) Included Claims. All of Seller's claims, causes of action, rights of recovery, choses in actions and rights of setoff that are related exclusively to the any of the Acquired Assets.

Section 1.2 Excluded Assets. Notwithstanding the foregoing, Seller will not sell, assign, transfer, and convey to Buyer, and Buyer will not purchase or acquire from Seller, any asset that is not an Acquired Asset (collectively, the "Excluded Assets"), including, without limitation, all of Seller's right, title, and interest in and to:

(a) Seller's Facility and Fixtures. The real property constituting Seller's Facility, any fixtures appurtenant thereto, any furniture and furnishing located therein, and any leases related thereto; provided, however, that any machinery, tools, and equipment included in the Tangible Personal Property will not be deemed to be fixtures for purposes of this Section 1.2(a);

(b) Inventory. All inventories of finished goods, supplies (including, without limitation, raw materials), work in process, and spare parts used in the Business (collectively, the "Inventory");

(c) Financial Items; Tax Refunds. All cash and cash equivalents, all bank accounts, all non-customer deposits, all advances to affiliated entities, all securities, loans and investments, all accounts, notes, and other receivables, all deposits and prepaid expenses, and all claims for refunds of taxes and other governmental charges to the extent such refunds relate to periods ending on or prior to the Closing Date that were paid by Seller;

(d) Insurance. All insurance policies and rights thereunder, including, without limitation, all rights regarding any pending claims and any refunds of premiums previously paid on account of insurance policies maintained by or for the benefit of Seller;

(e) Excluded Contracts. All contracts not included in the Assumed Contracts;

(f) Employee Benefits. Assets constituting any pension or other funds for the benefit of Seller's employees, all employment, consulting, and collective bargaining agreements, and the Benefit Plans;

(g) Excluded Claims. All of Seller's claims, causes of action, rights of recovery, choses in action and rights of setoff that are unrelated to the Acquired Assets;

(h) Record Books. Seller's company record books, minute books, stock books and seal, shares of capital stock of Seller held in treasury, any of Seller's business, financial and tax records and all books, and records pertaining to any assets, debts, liabilities or obligations of Seller not assumed by Buyer pursuant to this Agreement;

(i) Assets Related to other Business. All Assets of Seller, tangible or intangible that are not exclusively and directly used or useful in connection with the Business; and

(j) Agreement Rights. Any of the rights and entitlements of Seller under this Agreement and any of the other Transaction Documents, including, without limitation, the right to receive the Purchase Price.

Section 1.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will assume and agree to perform and discharge (a) Seller's liabilities and obligations under the Assumed Contracts arising on or after the Closing Date, and (b) all liabilities and obligations that arise out of events first occurring or conditions first existing related to the Acquired Assets and the Business after the Closing Date (the "Assumed Liabilities").

Section 1.4 Excluded Liabilities. Except for the Assumed Liabilities, Buyer does not assume, nor will Buyer be obligated for, any liabilities or obligations of Seller, the Excluded Assets, or the Business as conducted by Seller prior to the Closing (collectively, the "Excluded Liabilities"), and, as between Buyer and Seller, Seller will retain and be responsible for all Excluded Liabilities, including, without limitation: (a) all liabilities and obligations arising out of or related to the Excluded Assets, (b) all litigation, arbitration or other legal or administrative proceedings against Seller concerning the Acquired Assets and the Business, whether or not disclosed to Buyer, pending or threatened as of the Closing Date or arising, whether before or after the Closing Date, from acts, omissions, events or conditions occurring or existing prior to

the Closing Date; (c) all liability under Environmental Laws, (d) all liability related to acts, omissions, events or conditions that occurred or existed in connection with the Business or the Acquired Assets or at Seller's Facility prior to the Closing Date; (e) all federal, state or local taxes or other tax obligations of Seller; (f) all liability arising from or claimed to have been incurred by reason of an alleged defect or defects in any goods or services distributed and rendered, repaired or sold or leased by Seller pursuant to the Business prior to the Closing Date; (g) all liabilities and obligations for Seller's accounts payable, whether arising before or after the Closing Date; (h) all liabilities under any labor contracts or agreements or the Benefit Plans; or (i) all obligations and liabilities arising pursuant to or in connection with the cessation of Business activities at, and the closure of, Seller's Facility, including, without limitation, any obligations and liabilities under the WARN Act, or any other Laws.

Section 1.5 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, excise and other such taxes, and all conveyance fees, recording charges and other fees and charges (including, without limitation, any penalties and interest), if any, incurred in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents will be paid one-half by Buyer and one-half by Seller.

## ARTICLE 2 PURCHASE PRICE

Section 2.1 Purchase Price. On the terms and subject to the conditions set forth in this Agreement and in consideration for the Acquired Assets to be sold and transferred to Buyer, Buyer will pay or cause to be paid to or for the account of Seller the aggregate purchase price of One Million and 00/100 Dollars (\$1,000,000.00) (the "Purchase Price"), payable as set forth below:

(a) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) will be paid by electronic wire transfer of immediately available funds at the Closing to an account designated in writing by Buyer to Seller.

(b) Five Hundred Thousand and 00/100 Dollars (\$500,000) (the "Maximum Royalty") will be paid as Royalties by Buyer to Seller pursuant to Section 2.2 below.

Section 2.2 Royalties. Immediately following the Closing, Buyer will commence payment to Seller of monthly royalty payments equal to eight and a half percent (8.5%) of Buyer's Net Sales from the sale of the ATT Products (the "Royalties"); provided, however, that Buyer's obligation to pay to Seller any such Royalties will cease once the aggregate amount of Royalties paid by Buyer to Seller hereunder reaches the Maximum Royalty. Notwithstanding any other provision of this Agreement to the contrary and regardless of Buyer's actual sales of ATT Products, Buyer will pay to Seller a minimum annual Royalty of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) (the "Annual Minimum") for each of the four years beginning on the Closing Date; provided, however, that (i) the Annual Minimum for the second year after the first anniversary of the Closing Date will be reduced by the amount by which the aggregate Royalties actually paid by Buyer to Seller in the first year after the Closing Date exceeds One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00); and (ii) the Annual Minimum for the third year after the second anniversary of the Closing Date will be

reduced by the amount by which the aggregate Royalties actually paid by Buyer to Seller in the first two (2) years after the Closing Date exceeds Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). For the avoidance of doubt and without limitation of the foregoing, no amounts paid by Buyer to Seller under the Transition Services Agreement or the Consignment Agreement will constitute payments of Royalties for purposes of this Section 2.2. Royalties accruing in each month will be paid monthly on or before the fifteenth (15<sup>th</sup>) day of the next succeeding month by Buyer to Seller by electronic wire transfer of immediately available funds to such account as Seller may designate to Buyer in writing from time to time. Until the Maximum Royalty is paid, Buyer will deliver to Seller, within fifteen (15) days of the end of each of Buyer's fiscal month-end, a monthly report setting forth the amount of its gross sales and Net Sales of ATT Products during the preceding month and the Royalties Seller is entitled to receive.

Section 2.3 Allocation of Purchase Price. The Purchase Price will be allocated among the Acquired Assets in a manner consistent with Exhibit A hereto (the "Allocation Schedule"). No party hereto will take a position on any tax return (including, without limitation, any Internal Revenue Service (the "IRS") Form 8594, and any amendments thereto), before any governmental agency charged with the collection of any tax, or in any proceeding that is inconsistent with the values in the Allocation Schedule (taking into account any subsequent amendments required by law) or otherwise inconsistent with this Section 2.3 without the prior written consent of the other party hereto, which consent may withheld in any such party's sole discretion. Buyer will prepare and deliver IRS Form 8594 to Seller within forty-five (45) days after the Closing Date to be filed with the IRS.

### ARTICLE 3 CLOSING

Section 3.1 Place and Date of Closing. The closing of the purchase and sale the Acquired Assets and the other transactions contemplated by this Agreement (the "Closing") will take place remotely by the exchange of electronic or facsimile executed versions of the Transaction Documents, or at such location as the parties mutually may agree upon, on May 22, 2013 (the "Closing Date"), unless Buyer and Seller otherwise agree. Subject to the provisions of Article 8, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 3.1 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. In such a situation, the Closing will occur as soon as practicable, subject to Article 8.

Section 3.2 Buyer's Closing Deliveries. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, Buyer will deliver to Seller:

- (a) Five Hundred Thousand and 00/100 Dollars (\$500,000) in immediately available funds by electronic wire transfer to account designated in writing by Seller to Buyer;
- (b) An executed counterpart to the Assignment and Assumption Agreement in substantially the form set forth at Exhibit B hereto (the "Assignment and Assumption Agreement");



(c) An executed counterpart to the Consignment Agreement in substantially the form set forth at Exhibit C hereto (the "Consignment Agreement");

(d) An executed counterpart to the Transition Services Agreement in substantially the form set forth at Exhibit D hereto (the "Transition Services Agreement");

(e) Other instruments necessary to transfer particular assets or assigned contracts;

(f) a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7.2; and

(g) A certificate of the Secretary of TDY Industries, LLC ("TDY Industries"), dated as of the Closing Date, certifying (i) the incumbency and signatures of the officers executing the Transaction Documents on behalf of Buyer, and (ii) the Articles of Organization, with all amendments thereto, and certificate of good standing of Buyer as certified by the Secretary of State of California; provided that such certificate will be in form and substance reasonably satisfactory to Seller.

Section 3.3 Seller's Closing Deliveries. At the Closing, in addition to any other documents specifically required to be delivered pursuant to this Agreement, Seller will deliver to Buyer the following:

(a) An executed Bill of Sale in the form set forth at Exhibit E hereto for the Acquired Assets (the "Bill of Sale");

(b) An executed counterpart to the Assignment and Assumption Agreement;

(c) An executed counterpart to the Consignment Agreement;

(d) An executed counterpart to the Transition Services Agreement;

(e) Other instruments necessary to transfer particular assets or assigned contracts;

(f) A copy of the UCC-3 terminating the security interest of BRC TDC Holding Ltd. in the Acquired Assets filed with the Secretary of State of South Carolina;

(g) a certificate executed by Seller as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 6.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 6.2; and

(h) A certificate of the Secretary of Seller, dated as of the Closing Date, certifying (i) the incumbency and signatures of the officers executing this Agreement and the Transaction Documents at Closing on behalf of Seller, (ii) the Articles of Incorporation, with all

amendments thereto, and certificate of existence of Seller as certified by the Secretary of State of South Carolina, (iii) certificate of existence of Buyer as certified by the Secretary of State of Georgia, (iv) the Bylaws of Seller, as amended, and (v) all requisite corporate resolutions of Seller approving the execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated herein and therein; provided that such certificate will be in form and substance reasonably satisfactory to Buyer.

ARTICLE 4  
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Effective Date and the Closing Date that:

(a) Organization of Buyer. ATI Tungsten Materials is an operating division of TDY Industries, which is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of California.

(b) Authorization. Buyer has full company power and authority to execute and deliver the Transaction Documents to be executed by Buyer and to perform its obligations thereunder. The execution, delivery and performance of the Transaction Documents to be executed by Buyer have been duly authorized by all necessary company action on the part of Buyer. The execution, delivery and performance of the Transaction Documents to be executed by Buyer do not require the approval of the members or managers TDY Industries.

(c) Validity; Binding Effect. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the other Transaction Documents to which Buyer is a party at Closing, each of such Transaction Documents will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms.

(d) Noncontravention. The execution, delivery and performance of the Transaction Documents to be executed by Buyer, the consummation of the transactions contemplated thereby, and the compliance with or fulfillment of the terms and provisions thereof do not and will not (i) conflict with or result in a breach of any of the provisions of the Articles of Organization of TDY Industries or its limited liability company operating agreement, (ii) contravene any Law or Order that affects or binds Buyer or any of its properties, (iii) conflict with or result in a breach of any contract to which Buyer is a party or by which Buyer may be bound, or (iv) require Buyer to obtain the approval, consent or authorization of, or to make any declaration, filing or registration with, any governmental authority or other third party that has not been obtained in writing prior to the date of this Agreement.

(e) Certain Proceedings. There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated in the Transaction Documents. To Buyer's knowledge, no such Proceeding has been threatened.

(f) Broker's Fees. Buyer does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent for the transactions contemplated by this Agreement.

Except for any representations and warranties made by Buyer in the Transaction Documents to be executed by Buyer and the schedules to any of them, Buyer does not make, and hereby expressly disclaims, any other express or implied representations or warranties in respect of Buyer or any of its assets, liabilities or operations.

Section 4.2 Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date that:

(a) Organization of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of South Carolina and is duly authorized to transact business under the Laws of Georgia.

(b) Authorization. Seller has full corporate power and authority to (i) execute and deliver the Transaction Documents to be executed by Seller, and (ii) own and operate the Acquired Assets, its other assets, its properties and business and carry on the Business as presently conducted. The execution, delivery and performance of the Transaction Documents to be executed by Seller have been duly authorized by all necessary corporate action on the part of Seller.

(c) Validity; Binding Effect. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of the other Transaction Documents to which Seller is a party at Closing, each of such Transaction Documents will constitute the legal, valid and binding obligation of Seller, enforceable against Buyer in accordance with their respective terms.

(d) Noncontravention. Except as set forth on Schedule 4.2(d) hereof, the execution, delivery and performance of by Seller of the Transaction Documents to be executed by Seller, the consummation of the transactions contemplated thereby, and the compliance with or fulfillment of the terms and provisions thereof, do not and will not (i) conflict with or result in a breach of any of the provisions of the Articles of Incorporation or the bylaws of Seller, each as amended, (ii) contravene any Law or Order that affects or binds Seller or any of its properties, (iii) conflict with, contravene or constitute a default or breach of or under any Assumed Contract, or (iv) require Seller to obtain the approval, consent or authorization of, or to make any declaration, filing or registration with, any governmental authority or other third party that has not been obtained in writing prior to the date of this Agreement.

(e) Certain Proceedings. There is no pending Proceeding that has been commenced against Seller and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated in the Transaction Documents. To Seller's knowledge, no such Proceeding has been threatened.

(f) Title to Acquired Assets that Are Owned; Right to Use Acquired Assets That Are Not Owned. Seller owns and has good title to all of the Acquired Assets that it owns, free and clear of any Liens, and Seller has full power and authority to transfer ownership of, and good title to, such Acquired Assets to Buyer free and clear of all Liens. The tangible Acquired Assets are all located at Seller's Facility. For any Acquired Assets that Seller does not own, Seller has the right to use such Acquired Assets pursuant to a valid lease, license or other contractual relationship, and except as set forth in Schedule 4.2(f) hereto, the assignment thereof by Seller to Buyer does not require the consent of any third party thereto, and will not result in a breach of or default under any agreement related thereto. All leases, licenses or other agreements pursuant to which Seller leases from others any personal property included in the Acquired Assets are listed on Schedule 4.2(f) hereto, and all such leases are valid and effective. There is not any existing default or any event that with notice or lapse of time or both would constitute a default by Seller under any of the foregoing personal property leases, licenses, or other agreements or, to Seller's knowledge, any default or any event of default by any other party to such personal property leases.

(g) Tangible Personal Property. All of the Tangible Personal Property will be operational on the Closing Date and is free from material defects (patent and latent), has been maintained in accordance with normal industry practices, and is in good operating condition and repair (subject to normal wear and tear). There are no actions pending or, to Seller's knowledge, threatened consent decrees, orders or agreements entered by any governmental authority concerning the compliance of the Tangible Personal Property with applicable Laws.

(h) Intellectual Property. Seller owns or has the right to use all Intellectual Property necessary to conduct the Business as conducted on the Closing Date, and no claim is pending or, to the best of Seller's knowledge, threatened to the effect that the operations of the Business infringe upon, misappropriate, or conflict with the intellectual property rights of any third party or is invalid or unenforceable, and, to the best of Seller's knowledge, there is no basis for any such claim (whether or not pending or threatened). Except as set forth in Schedule 4.2(h) hereto, Seller has not granted or assigned to any third person or entity any right to license, market, develop, manufacture, have manufactured, assemble or sell any Inventory or ATT Products and is not bound by any agreement that affects Seller's exclusive right to license, market, develop, manufacture, assemble, distribute or sell Inventory and ATT Products. To the best of its knowledge, Seller is not aware of any basis for any claim (whether or not pending or threatened) to the effect that any individual or entity has infringed upon or misappropriated any Intellectual Property used in the Business.

(i) Assumed Contracts. Except as set forth in Schedule 4.2(i) hereto, regarding each Assumed Contract, (i) the agreement is in full force and effect and is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights and general equity principles, (ii) the assignment of such agreement to Buyer, and Buyer's assumption thereof, does not require the consent of any third party thereto, and will not result in a breach of or default under such agreement, (iii) Seller and, to the knowledge of Seller, each other party thereto is, and at all times has been, in material compliance with all applicable terms and requirements of such agreement, and no event has occurred which with notice or lapse of time would constitute a material breach

or default or permit termination, modification or acceleration thereunder, and (iv) to the knowledge of Seller, no party thereto has repudiated any material provision of the agreement.

(j) Records. The Records have been maintained in accordance with good business practices and are reasonably accurate.

(k) Tax Matters. Except as set forth in Schedule 4.2(k), (i) Seller has timely filed, in accordance with applicable law, all material reports and returns relating to all taxes arising pursuant to or in connection with the Business or the Acquired Assets and similar assessments, customers, duties, charges and fees and any interest in respect of such penalties and additions imposed by the United States or any state, local or foreign governmental authority required to be filed by it, which returns and reports are true, correct and complete in all material respects, and has paid all such taxes that have become due; (ii) all taxes arising pursuant to or in connection with the Business or the Acquired Assets that Seller is required to withhold or deduct and pay over to a government or taxing authority have been so withheld or deducted and paid over to the extent due and payable; (iii) no written notices respecting asserted or assessed and unresolved material deficiencies for any tax arising pursuant to or in connection with the Business or the Acquired Assets have been received by Seller for any tax period for the last three years; (iv) there is no investigation by any tax agency or authority presently pending or, to the knowledge of Seller, threatened in connection with the Business or the Acquired Assets; (v) Seller is not a party to any action or proceeding for the assessment or collection of taxes in connection with the Business or the Acquired Assets nor has any such event been asserted or, to the knowledge of Seller, threatened; and (vi) Seller has not waived any applicable statutes of limitations for federal or state tax purposes.

(l) Litigation; Claims. Except as set forth in Schedule 4.2(l) hereof, Seller is not (i) subject to any outstanding injunction, judgment, order, decree, ruling or charge of any governmental authority, court or arbitrator, the facts or circumstances of which arise out of or are directly related to the Business or the Acquired Assets (collectively, an "Order"), or (ii) a party or, to the knowledge of Seller, threatened to be made a party to any Proceedings before any court or quasi-judicial or administrative agency, tribunal, board, bureau, authority or instrumentality of any federal, state, local, or foreign jurisdiction or before any arbitrator, the facts or circumstances of which arise out of or are directly related to the Business or the Acquired Assets. No matter described on Schedule 4.2(l) could reasonably be expected to have a material adverse effect on the Acquired Assets or the Business.

(m) Legal Compliance. In matters relating to the conduct of the Business and the Acquired Assets, Seller has been and is in compliance in all material respects with all laws (including common law doctrines, statutes, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local and foreign governments (and all agencies and instrumentalities thereof) (collectively, the "Laws"), and no Proceeding is pending against Seller alleging any failure so to comply, nor, to the knowledge of Seller, is any such Proceeding threatened.

(n) Material Adverse Change. There has been no Material Adverse Change or change in the value, condition or utility of the Acquired Assets or the Inventory since January 10, 2013.

(o) Annual Net Sales. The Business's annual Net Sales for fiscal year 2012 are at least Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00).

(p) Broker's Fees. Seller does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent for the transactions contemplated by this Agreement.

**Except for any representations and warranties made by Seller in the Transaction Documents to be executed by Seller and the schedules to any of them, Seller does not make, and hereby expressly disclaims, any other express or implied representations or warranties in respect of Sellers, the Acquired Assets, the Business or any of its other assets, liabilities or operations.**

ARTICLE 5  
COVENANTS PRIOR TO CLOSING

Section 5.1 Access and Investigation. Between the date of this Agreement and the Closing Date, and upon reasonable advance notice received from Buyer, Seller will (a) afford Buyer and its representatives full access, during regular business hours, to Seller's Facility, employees of the Business, books and Records relating to the Business, such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Seller; (b) furnish Buyer with copies of all Assumed Contracts, books and Records and other existing documents and data relating to the Business as Buyer may reasonably request; (c) furnish Buyer with such additional financial, operating and other relevant data and information relating to the Business as Buyer may reasonably request; and (d) otherwise cooperate and assist, to the extent reasonably requested by Buyer, with Buyer's investigation of the Acquired Assets and the Business.

Section 5.2 Operation of the Business. Between the date of this Agreement and the Closing Date, Seller will:

(a) conduct the Business in the ordinary course of business and use its best efforts to preserve its present business organization and reputation intact;

(b) use its commercial best efforts to maintain its relations and good will with suppliers, customers, and employees of the Business;

(c) maintain the Tangible Personal Property in a state of repair and condition that is consistent with the normal conduct of the Business;

(d) comply with all Laws and contractual obligations applicable to the Business;

(e) continue in full force and effect the insurance coverage that are in effect as of the date of this Agreement or substantially equivalent policies;

(f) maintain all books and Records relating to the Business in a manner consistent with Seller's normal practice;

(g) not enter into any transactions relating to the Business outside of the ordinary course of the Business;

(h) not pledge or otherwise permit any of the Acquired Assets to become subject to any new Lien;

(i) not sell, assign, transfer, convey, lease or otherwise dispose of, or agree to sell, assign, transfer, convey, lease or otherwise dispose of, any of the Acquired Assets, except as provided for in this Agreement or in the ordinary course of the Business;

(j) neither waive nor release any rights and entitlements related to the Acquired Assets;

(k) neither transfer nor grant any rights under any concessions, leases, licenses, agreements, patents, inventions, trade names, trademarks, copyrights, or with respect to any Intellectual Property; and

(l) not modify, amend, terminate, or fail to renew any Assumed Contract.

Section 5.3 Notification. Between the date of this Agreement and the Closing, either party will promptly notify the other party in writing if it becomes aware of any fact or condition that causes or constitutes a breach of any of such party's representations and warranties made as of the date of this Agreement. Should any such fact or condition require any change to the Schedules, Seller will promptly deliver to Buyer a supplement to the Schedules specifying such change. During the same period, either party also will promptly notify the other party of the occurrence of any event that may make the satisfaction of the conditions in Articles 6 and 7 impossible or unlikely.

Section 5.4 Best Efforts. Seller and Buyer will use their best efforts to cause the conditions in Article 6 and Article 7, respectively, to be satisfied.

Section 5.5 Distributor and Customer Interviews. As soon as practicable after the Effective Date, Seller will facilitate meetings and interviews (whether in person, by telephone, or by any other means) between Buyer and the existing customers, distributors, and vendors of Seller listed on Schedule 5.5 hereto (collectively, the "Business Counterparties") for the purposes of allowing Buyer to assess whether or not the Business Counterparties are likely to continue their existing commercial relationships with the Business after the consummation of the transactions contemplated hereby. Seller will use its best efforts to facilitate the access of Seller, its representatives, and its advisors to the Business Counterparties to the extent necessary for Buyer to satisfy itself (a) in general that the Business Counterparties will maintain commercial relationships with Buyer after Closing at substantially the same level as they have with the Business on the Effective Date and (b) in particular that there is no indication, as determined by Buyer, that the existing customers of the Business will not maintain annual Net Sales for the ATT Products that are substantially the same as the average annual Net Sales for the ATT Products for the two (2) years concluding on March 31, 2013.

Section 5.6 Additional Actions. If any further action is necessary to carry out the transactions contemplated hereby, each of the parties hereto will take such further action

(including, without limitation, the execution and delivery of any further instruments and documents) as the other party reasonably may request.

ARTICLE 6  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Acquired Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

Section 6.1 Accuracy of Representations. All of Seller's representations and warranties in this Agreement will have been accurate in all material respects as of the date of this Agreement, and will be accurate in all material respects as of the time of the Closing as if then made.

Section 6.2 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been duly performed and complied with in all material respects.

Section 6.3 Consents. Each of the consents identified in Schedules 4.2(d), (f) and (i) will have been obtained and will be in full force and effect.

Section 6.4 No Proceedings. Since the date of this Agreement, there will not have been commenced or threatened against Buyer or Seller any Proceeding (a) involving any challenge to the transactions contemplated herein, or seeking damages or other relief in connection with any of the Acquired Assets; or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the transactions contemplated herein.

ARTICLE 7  
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Acquired Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

Section 7.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the time of the Closing as if then made.

Section 7.2 Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects.

Section 7.3 No Injunction. There will not be in effect any Law or any injunction or other Order that (a) prohibits the consummation of the transactions contemplated herein and



(b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

ARTICLE 8  
TERMINATION

Section 8.1 Termination Events. By notice given prior to or at the Closing, subject to Section 8.2, this Agreement may be terminated:

(a) by Buyer if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been cured by Seller or waived by Buyer;

(b) by Seller if a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been cured by Buyer or waived by Seller;

(c) by Buyer if any condition in Article 6 has not been satisfied as of the date specified for Closing herein or if satisfaction of such a condition by such date becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition on or before such date;

(d) by Seller if any condition in Article 7 has not been satisfied as of the date specified for Closing herein or if satisfaction of such a condition by such date becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement), and Seller has not waived such condition on or before such date;

(e) by mutual consent of Buyer and Seller;

(f) by Buyer if the Closing has not occurred on or before May 31, 2013, or such later date as the parties may agree upon, unless the Buyer is in material breach of this Agreement;

(g) by Seller if the Closing has not occurred on or before May 31, 2013, or such later date as the parties may agree upon, unless the Seller is in material breach of this Agreement; and

(h) by Buyer if, in the good faith judgment of Buyer, the interviews and discussions with the Business Counterparties pursuant to Section 5.5 reveal (a) that the Business Counterparties will not maintain commercial relationships with Buyer after Closing at substantially the same level as they have with the Business on the Effective Date or (b) an indication, as determined by Buyer, that the existing customers of the Business will not maintain annual Net Sales for the ATT Products that are substantially the same as the average annual Net Sales for the ATT Products for the two (2) years concluding on March 31, 2013.

Section 8.2 Effect of Termination. Each party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Sections 8. 2 and Article 11 will survive any such

termination; provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the nonterminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 9  
ADDITIONAL COVENANTS

Section 9.1 General. If any further action is necessary or desirable to carry out the purposes of this Agreement, either party hereto will take such further action (including, without limitation, the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Article 10).

Section 9.2 Restrictive Covenants.

(a) Noncompete. Seller's knowledge of the customer relationships, business plans, and Intellectual Property used in the Business are a key component of its value and one of the principal reasons that Buyer is willing to pay the Purchase Price for the Acquired Assets. Seller further agrees and acknowledges that Buyer has a reasonable, necessary and legitimate business interest in order to realize the full value of the acquisition of the Acquired Assets in protecting the aforesaid assets and relationships and that the covenants set forth below are reasonable and necessary in order to protect its legitimate business interest in connection with the acquisition of the Business and the Acquired Assets. Seller therefore, for itself and on behalf of its Affiliates, agrees that for four (4) years from and after the Closing Date (the "Restricted Period"): Seller and its Affiliates will not, directly or indirectly, for themselves or on behalf of any other individual, company, partnership or any other business organization, entity or enterprise (each, a "Competitor") engage or be interested in, directly or indirectly, within such areas as the Business is carried on as of the Effective Date any Competitive Business, whether as partner, investor, shareholder, member, manager, lender, trustee, beneficiary or otherwise, except that Seller may purchase or otherwise acquire up to five percent (5%) of any class of the securities of a Competitor if such securities are listed on any national securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934, as amended. As used herein, the term "engage or be interested in" will include, without limitation, giving advice or technical or financial assistance by loan, guarantees, stock transactions or in any other manner to any Competitor doing or about to engage in Competitive Business. If, at the time of enforcement of this Section 9.2(a), a court of competent jurisdiction will hold that the duration, scope or area restrictions stated herein are unreasonable under the circumstances then existing, the parties agree that the court will be permitted to revise the restrictions contained herein to cover the maximum period, scope and area consistent with this Section 9.2(a) and permitted by applicable Laws.

(b) Confidentiality. Seller, on behalf of itself and its Related Parties, agrees to regard and preserve as confidential all Proprietary Information. For a period of five (5) years from and after the Closing Date, Seller will not, and will use commercially reasonable efforts to ensure that its Related Parties will not, use for its own benefit or purposes or disclose to any third

party any Proprietary Information. In the event that this Agreement is terminated pursuant to Article 8 for any reason, each Party, on behalf of itself and its Related Parties, agrees to regard and preserve as confidential all information about the other party (including, in the case of Seller, the Business) that it has obtained as a result of the discussion and negotiation of the transactions contemplated herein, including without limitation the Proprietary Information, that is not generally known to the public (collectively, the "Confidential Information"). In such case for a period of five (5) years from and after the termination of this Agreement pursuant to Article 8, each party will not, and will use commercially reasonable efforts to ensure that its Related Parties will not, use for its own benefit or purposes or disclose to any third party any Confidential Information.

(c) Specific Enforcement. The parties agree that any breach or evasion of the terms of Section 9.2(a) or (b) of this Agreement will result in immediate and irreparable harm to Buyer and the amount of damages resulting from such breach would be difficult to determine. Therefore, in the event of any actual or potential breach or evasion of the terms of Section 9.2(a) or (b) of this Agreement, Buyer will be entitled to obtain an injunction and/or specific performance as well as any other legal or equitable remedy necessary in order to compel compliance with Section 9.2(a) or (b) and fully to realize the benefits thereof without the necessity of posting any bond or other instrument as security therefor. Such remedies, however, will be cumulative and nonexclusive and will be in addition to any other remedy or remedies to which Buyer may be entitled.

### Section 9.3 Employees and Employee Benefits.

(a) WARN Act Compliance. Seller will comply with any WARN Act requirements applicable to the employees of the Business, as well as any other requirements under all Laws and Orders regarding the cessation of the Business and the idling and closing of Seller's Facility. Buyer will not be considered to be, or have been, the employer of such employees prior to the Closing.

(b) Salaries and Benefits. Seller will be responsible for the payment of, and will pay, all wages and other remuneration and/or compensation and benefits due to its employees in connection with their services for the Business through their last date of employment with Seller, including, if applicable, bonus payments, the payment of any termination or severance payments, and the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA. For the avoidance of doubt and without limitation of the foregoing, the provisions of this Section 9.3(b) will apply to any employees of Seller performing services for Buyer pursuant to the Transition Services Agreement or as contemplated in Section 9.5(b) hereof, and Buyer and its Affiliates will not be deemed to be the employer of any employee of Seller for any reason, unless Buyer hires any of such employees subsequently after the Closing.

(c) Collective Bargaining Matters. Seller will fulfill all legal and contractual obligations it has with any labor organization whose members are employed by Seller in the Business, if any.

(d) No Employment Offers. Buyer will have no obligation to make any offers of employment, whether part-time or full-time, whether temporary or permanent, to any employees of Seller active in the Business.

Section 9.4 Public Announcements. Any public announcement regarding this Agreement or any of the transactions contemplated hereby will be jointly planned and coordinated by Buyer and Seller. Neither of the parties will make any public announcement relating to this Agreement or any of the transactions contemplated hereby without the prior written consent of the other party, unless such announcement is required by law, in which case prior written notice thereof will be given to the other party hereto by the party required to make such announcement.

Section 9.5 Post-Closing Conduct.

(a) Responsibility for Tangible Personal Property. For a period of 120 days following the Closing Date (the "Transition Period"), Buyer will place the Tangible Personal Property in bailment at Seller's Facility with Seller as bailee. Seller will use the same degree of care to safeguard and maintain such Tangible Personal Property as it used prior to the Closing, and will operate such Tangible Personal Property to manufacture ATT Products pursuant to the Transition Services Agreement in the same manner as it did prior to the Closing. Seller will continue to maintain its current insurance coverage for such Tangible Personal Property for the Transition Period. Seller and Buyer agree that the risk of Losses to such Tangible Personal Property, including, without limitation, Losses due to fire or natural disaster, will be the sole responsibility of Buyer, except that Seller will be responsible for Losses to the Tangible Personal Property caused by the willful misconduct, recklessness or negligence of Seller or any of its Related Parties. In the event of any damage to the Tangible Personal Property during the Transition Period, unless such damage is caused by the willful misconduct, recklessness or negligence of Seller, Seller's sole responsibility will be to deliver to Buyer any insurance proceeds that it receives for such damage. Seller will have no further responsibilities with regard to the Tangible Personal Property in bailment after the Transition Period.

(b) Removal of Tangible Personal Property and Records. Buyer will remove the Tangible Personal Property and Records held in bailment by Seller during the Transition Period in one or more installments. In connection with any such removal, Buyer will cooperate with Seller regarding the timing, personnel and other logistics of such removal and will use commercially reasonable efforts to minimize any disruption to Seller's ongoing business operations at the Seller's Facility. Seller will provide to Buyer reasonable access to Seller's Facility to remove the Tangible Personal Property and the Records. Buyer will be solely responsible for all costs, expenses and risks related to such removal, except for any costs, expenses, and risks resulting from the negligent or reckless acts and omissions or deliberate misconduct of Seller or any of its Related Parties. Without limiting the generality of the foregoing, Buyer will be solely responsible for all costs and expenses for the disassembly, packing, transportation, unpacking, reassembly and installation of the Tangible Personal Property and the Records. Buyer will also be solely responsible for the safety of all persons engaged by it to disassemble, pack, transport, unpack, reassemble or install the Tangible Personal Property and the Records. Buyer will cause each person retained by Buyer to conduct such activities to abide by any safety rules and regulations of Seller at Seller's Facility and will

coordinate such removal with representatives of Seller. Prior to the completion of each removal, Buyer will, and will cause the person in charge of such removal to, deliver to Seller or a representative of Seller a detail list of all items removed, duly signed by the person delivering such list on behalf of Seller. Buyer will leave Seller's Facility reasonably clean after each removal and will indemnify and hold Seller harmless from and against any damage to Seller's Facility and to Seller caused by Buyer and its Related Parties pursuant to such removal.

## ARTICLE 10 INDEMNIFICATION

Section 10.1 Indemnification by Seller. Seller will indemnify, defend and hold harmless Buyer and its Related Parties from, against and in respect of any and all losses, liabilities, deficiencies, penalties, fines, costs, damages and expenses whatsoever (including, without limitation, reasonable professional fees and costs of investigation, litigation, settlement and judgment and interest) (collectively, "Losses") that may be suffered or incurred by any of them from or by reason of (a) any inaccuracy or breach of a representation or a warranty made by Seller in any of the Transaction Documents, (b) any breach of any agreement or covenant made by Seller in any of the Transaction Documents, (c) any of the Excluded Liabilities, (d) any of the Excluded Assets, and (e) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including, without limitation, interest, penalties, reasonable legal fees and accounting fees) incident to the foregoing and the enforcement of the provisions of this Section 10.1.

Section 10.2 Indemnification by Buyer. Buyer will indemnify, defend and hold harmless Seller and its Related Parties from, against and in respect of any and all Losses that may be suffered or incurred by any of them from or by reason of: (a) any inaccuracy or breach of a representation or a warranty made by Buyer in any of the Transaction Documents; (b) any breach of any agreement or covenant made by Buyer in any of the Transaction Documents; (c) any claim by any person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Buyer (or any person acting on Buyer's behalf) in connection with any of this Agreement and the transactions contemplated herein; or (d) any Assumed Liabilities.

### Section 10.3 Third-Party Claims.

(a) Promptly after receipt by a person entitled to indemnification under Sections 10.1 or 10.2 (an "Indemnified Person") of notice of the assertion of any Proceedings for which the Indemnified Person is entitled to indemnification under Sections 10.1 or 10.2 against it by a third party (a "Third-Party Claim"), such Indemnified Person will give notice to the party hereto obligated to provide indemnification under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 10.3(a) of the assertion of a Third-Party Claim, the Indemnifying Person will be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a party against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that the Indemnifying Person therefore has a conflict of interest concerning such Third-Party Claim, or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification for such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article 10 for any fees of other counsel or any other expenses related to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's consent unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any party; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person will have no liability for any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnified Person may defend the Third-Party Claim using counsel of its own choosing but at the sole cost and expense of the Indemnifying Person, and the Indemnifying Person will be bound by, and responsible for the payment of all amounts due in connection with, any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) With respect to any Third-Party Claim subject to indemnification under this Article 10: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, will keep the other party fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such party is not represented by its own counsel, and (ii) the parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

Section 10.4 Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and, upon mutual agreement of the parties or a final judicial resolution establishing the right to indemnification and the amount thereof, will be paid promptly after such agreement or resolution.

Section 10.5 Survival of Representations and Warranties. The representations and warranties of the Parties contained in this Agreement will survive the Closing Date for a period of two (2) years and will be of no further force and effect thereafter; provided, however, the parties acknowledge and agree that the foregoing limitation will not apply to (a) claims for fraud or willful breach, (b) claims for indemnification under Sections 10.1(b), (c), (d), or (e), 10.2(b), (c), or (d), or (c) matters arising in respect of Sections 4.1(b), (c) or (d), and Sections 4.2(b), (c), (d) and (e).

## ARTICLE 11 MISCELLANEOUS

Section 11.1 No Beneficiaries; Assignment. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement will have no third-party beneficiaries, except for any Related Parties entitled to indemnification under Sections 10.1 and 10.2 to the extent such Related Parties are considered to be third-party beneficiaries for the purpose of applicable Laws. Neither party may assign this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party hereto, which consent may be withheld in such party's sole discretion. Any purported assignment or delegation in violation hereof will be null and void.

Section 11.2 Notices. All notices, requests, consents and other communications hereunder or under any of the other Transaction Documents (each, a "Notice") will be in writing and will be deemed to have been duly given (a) if mailed, two (2) business days after such Notice is sent, when sent via first class United States registered mail, postage prepaid and return receipt requested, to the address listed below for the party to whom the Notice is being sent (the "Notice Party"); (b) if hand delivered or delivered by nationally-recognized courier (such as UPS or FedEx), upon actual delivery of such Notice to the Notice Party at the address listed below for such Notice Party; or (c) if sent by facsimile or email, on the day of receipt of a confirmed transmission of such Notice to the Notice Party at the facsimile number or email address, if any, listed below for such Notice Party provided that the party giving such Notice mails or sends by courier a copy of such Notice within two (2) business days after the transmission of such Notice by facsimile or email to the Notice Party. The addresses, facsimile numbers, and email address for each party to this Agreement, as of the date hereof, are:

If to Seller:	Greenfield Industries, Inc. 2501 Davis Creek Road Seneca, SC 29678 Attention: Mr. Ty Taylor, President Facsimile: 888-288-0348 Email: <a href="mailto:ty.taylor@gfii.com">ty.taylor@gfii.com</a>
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with a copy to (which will not constitute notice):

Womble Carlyle Sandridge & Rice, LLP  
271 17<sup>th</sup> Street NW  
Suite 2400  
Atlanta, GA 30363  
Attention: Guanming Fang, Esq.  
Facsimile: 404-870-8171  
Email: [gfang@wcsr.com](mailto:gfang@wcsr.com)

If to Buyer:

ATI Tungsten Materials, a division of TDY Industries, LLC  
#1 Teledyne Place  
LaVergne, TN 37066  
Attn: Mr. Jerome David, President  
Facsimile: 615-641-1696  
Email: [Jerome.David@ATImetals.com](mailto:Jerome.David@ATImetals.com)

with a copy to (which will not constitute notice):

Allegheny Technologies Incorporated  
1000 Six PPG Place  
Pittsburgh, PA 15222-5479  
Attn: Mr. Elliot S. Davis, Senior Vice President  
Facsimile: 412-394-3010  
Email: [Elliot.Davis@ATImetals.com](mailto:Elliot.Davis@ATImetals.com)

Any party may change its address, facsimile number or email address by providing written notice in accordance with the foregoing provisions of this Section 11.2 to the other party of such change.

Section 11.3 Expenses. Each party hereto will pay all costs, fees and expenses incident to its negotiation and preparation of this Agreement and the other Transaction Documents and to its performance and compliance with all agreements contained herein or therein, including, without limitation, the fees, expenses and disbursements of its respective counsel and accountants.

Section 11.4 Governing Law; Forum. The negotiation, formation, termination, validity, enforceability, interpretation, and construction of this Agreement and the other Transaction Documents and the relations of the parties hereto will be construed under and enforced in accordance with the internal laws of the State of Delaware, without reference to any conflict-of-law principles of any jurisdiction. Except as otherwise provided in Section 9.2(c), the parties hereby submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania or the courts of the United States of America, in each case located in Pittsburgh, Pennsylvania, for any Proceedings arising pursuant to or in connection with this Agreement and the relationships between the parties contemplated hereby and hereby waive, and agree not to assert as a defense in any such Proceeding that they are not subject thereto or that such Proceeding may



not be brought or is not maintainable in such courts or that this Agreement or any of the other Transaction Documents may not be enforced in or by such courts or that their property is exempt or immune from execution, that the Proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Each of the parties hereto hereby waives any and all right to trial by jury in any Proceedings arising out of or relating to this Agreement or any of the other Transaction Documents or the relations contemplated hereby and thereby.

Section 11.5 Entire Agreement: Amendments and Waivers. This Agreement, together with the Schedules and Exhibits hereto, which are incorporated herein by reference and made a part hereof, constitutes the entire understanding of the parties hereto with regard to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements or understandings of the parties (including any letter of intent signed by the parties). The parties, only by mutual agreement in writing signed by duly authorized representatives of each of the parties, may amend, modify and supplement this Agreement.

Section 11.6 Partial Invalidity. In case any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision will be deemed to be struck herefrom, and the remaining provisions hereof will remain in full force and effect.

Section 11.7 Waiver. Compliance with any condition or covenant set forth herein cannot be waived, except in writing by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. No course of dealing or performance between the parties will operate as a waiver or estoppel of any right, remedy or condition.

Section 11.8 Bulk Sales Law Waiver. Buyer and Seller each agree to waive compliance by the other with the provisions of the bulk sales law or comparable law of the State of Georgia to the extent that the same may be applicable to the transactions contemplated by this Agreement and the other Transaction Documents. Seller agrees to indemnify, defend, and hold harmless Buyer and its Related Parties from and against any Losses or Proceedings that may be asserted against Buyer by the creditors of Seller or other third parties under the bulk sales law of the State of Georgia.

Section 11.9 Interpretation. The section and other headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. As the context requires, all words used herein in the singular will extend to and include the plural, all words used in the plural will extend to and include the singular, and all words used in any gender will extend to and include the other gender or be neutral. "Herein", "hereby", "hereto", and the like will refer to this Agreement as a whole, except where the context requires otherwise. "Including" (and its correlates) where used in this Agreement will be deemed to mean "including, without limitation," whether or not such qualification is expressly stated. All Laws referred to in this Agreement will be deemed to be referred to as the same may

be amended from time to time. All references to sections and articles in this Agreement are to sections and articles of this Agreement, unless the context requires otherwise.

Section 11.10 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which will be considered an original counterpart, and all of which will be considered to be but one agreement and will become a binding agreement when each party will have executed one counterpart and delivered it to the other party hereto. A signature affixed to a counterpart of this Agreement and delivered by facsimile or electronic copy by any person is intended to be its, his or her signature and will be valid, binding and enforceable against the party on whose behalf it has been affixed.

Section 11.11 Survival. The provisions of this Agreement will survive the Closing to the extent necessary to have their intended effect. For the avoidance of doubt and without limitation of the foregoing, Sections 1.4, 1.5, 2.2, and 2.3 as well as Articles 4, 9, 10, 11 and 12 will survive the Closing indefinitely, subject to any particular time restrictions stated in those sections and articles.

## ARTICLE 12 DEFINITIONS

For purposes of this Agreement, the following terms will have the following meanings:

“Acquired Assets” has the meaning given to the term in Section 1.1 hereof.

“Affiliate” means, regarding either party hereto, any entity or natural person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such party. For purposes hereof, “control,” when used in connection with any specified entity, means the power to direct or cause the direction of the management and/or policies of such entity, directly or indirectly, whether through ownership of voting securities or other voting rights, by contract or otherwise (and the words “controlling” and “controlled” have meanings correlative of the foregoing).

“Agreement” has the meaning given to the term in the introduction hereto.

“Allocation Schedule” has the meaning given to the term in Section 2.3.

“Annual Minimum” has the meaning given to the term in Section 2.2.

“Assignment and Assumption Agreement” has the meaning given to the term in Section 3.2(b).

“Assumed Contracts” has the meaning set forth in Section 1.1(c).

“Assumed Liabilities” has the meaning given to the term in Section 1.3.

“ATT Products” means (a) all of the product lines of the Business existing as of the Closing, (b) finished goods in the Consigned Inventory, (c) assembled threading tool products manufactured by Buyer from the Consigned Inventory, and (d) assembled threading tool

products manufactured by Seller during the Transition Period and sold to Buyer pursuant to the Transition Services Agreement.

“Benefit Plans” means all benefit plans and programs of Seller, as of the Closing Date, made available to its employees working in the Business, including, without limitation, plans and programs providing for pension, retirement, profit-sharing, savings, bonus, deferred or incentive compensation, hospitalization, medical, dental, vision, pharmaceutical, life or disability insurance, vacation and paid holiday, termination or severance pay, 401(k), restricted stock, stock option or stock appreciation rights benefit plans (the foregoing, excluding any multiemployer plan as defined in Section 3(37) of ERISA.

“Bill of Sale” has the meaning given to the term in Section 3.3(a).

“Buyer” has the meaning given to the term in the introduction hereto.

“Buyer’s Facility” means Buyer’s facility located in Waynesboro, Pennsylvania.

“Business” has the meaning given to the term in the first recital hereto.

“Business Counterparties” has the meaning given to the term in Section 5.5.

“Closing” has the meaning given to the term in Section 3.1 hereof.

“Closing Date” has the meaning given to the term in Section 3.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Competitive Business” means any business that produces or sells products or services that are substantially similar to or directly competitive with the Business as of the Closing Date, including, without limitation, any Inventory or ATT Products.

“Competitor” has the meaning given to the term in Section 9.2(a).

“Confidential Information” has the meaning given to the term in Section 9.2(b).

“Consigned Inventory” means the Inventory consigned at Buyer’s Facility pursuant to the Consignment Agreement.

“Consignment Agreement” has the meaning given to the term in Section 3.2(c).

“Effective Date” has the meaning give to the term in the preamble hereto.

“Environmental Laws” means any and all Laws regulating, relating to, or imposing liability or standards of conduct concerning pollution and any materials or wastes defined, listed, classified or regulated as hazardous or toxic, or as a pollutant or contaminant including, without limitation, petroleum, petroleum products, friable asbestos, urea formaldehyde, radioactive materials and polychlorinated biphenyls including, without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., the Oil Pollution Act of 1990, 33 U.S.C. §2701 et seq., and the Endangered Species Act, 16 U.S.C. § 1531 et seq., as such Laws have been amended or supplemented and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1002 et seq.

“Excluded Assets” has the meaning given to the term in Section 1.2.

“Excluded Liabilities” has the meaning given to the term in Section 1.4.

“Indemnified Person” has the meaning given to the term in Section 10.3(a).

“Indemnifying Person” has the meaning given to the term in Section 10.3(a).

“Intellectual Property” has the meaning given to the term in Section 1.1(d).

“Inventory” has the meaning given to the term in Section 1.2(b).

“IRS” has the meaning given to the term in Section 2.3.

“Laws” has the meaning given to the term in Section 4.2(m).

“Liens” means all liens, mortgages, assessments, security interests, easements, claims, demands, pledges, trusts (constructive or other), deeds of trust or other charges, encumbrances, defects in title or restrictions of any kind whatsoever.

“Losses” has the meaning given to the term in Section 10.1.

“Material Adverse Change” means any change or changes that, individually or in the aggregate, is or are both material and adverse to the business, operations, financial condition or prospects of the Business taken as a whole, except for any such change caused by or resulting from (a) changes in general economic conditions, (b) changes in Laws or generally accepted accounting principles, (c) competition or other changes in circumstances or conditions affecting the industries in which the Business operates, or (d) the execution, delivery or performance of this Agreement or any of the other Transaction Documents.

“Maximum Royalty” has the meaning given to the term in Section 2.1(b).

"Net Sales" means gross sales less returns (merchandise returned for credit due to defects), allowances (deductions allowed by Seller for merchandise not received by customer or received in damaged condition), and freight out (shipping expenses passed on to the customer).

"Notice" has the meaning given to the term in Section 11.2.

"Notice Party" has the meaning given to the term in Section 11.2.

"Order" has the meaning given to the term in Section 4.2(l).

"Proceedings" means any claim, counterclaim, dispute, action, arbitration, audit, hearing, investigation, litigation, suit or countersuit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental agency, court, tribunal or arbitrator.

"Proprietary Information" means any information with commercial value exclusively relating to the Business that has not previously been publicly released by duly authorized representatives of Seller as of the Closing Date and will include, without limitation, information utilized in all Intellectual Property; provided, however, that such information does not include any information that has been (a) voluntarily disclosed to the public by Buyer after the Closing Date, (b) independently developed and disclosed by other parties, or (c) otherwise entered the public domain through lawful means.

"Purchase Price" has the meaning given to the term in Section 2.1.

"Records" has the meaning given to the term in Section 1.1(e).

"Related Parties" means, with respect to either party hereto, its Affiliates, the successors and permitted assigns of such party and its Affiliates, and the shareholders, directors, members, managers, officers, employees, agents, and representatives of any of the foregoing parties.

"Restricted Period" has the meaning given to the term in Section 9.2(a).

"Royalties" has the meaning given to the term in Section 2.2.

"Seller" has the meaning given to the term in the introduction hereto.

"Seller's Facility" means Seller's facility located at 470 Old Evans Road, Evans, Georgia 30809.

"Tangible Personal Property" has the meaning given to the term in Section 1.1(a).

"TDY Industries" has the meaning given to the term in Section 3.2(h).

"Transition Services Agreement" has the meaning given to the term in Section 3.2(d).

“Transition Period” has the meaning given to the term in Section 9.5(a).

“Third-Party Claim” has the meaning given to the term in Section 10.3(a).

“Transaction Documents” means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Consignment Agreement, and the Transition Services Agreement, and the other agreements, contracts and instruments contemplated by any of the foregoing.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 U.S.C. § 2101 et seq.

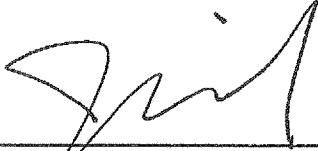
[SIGNATURE LINES FOLLOW ON NEXT PAGE]

**EXECUTION VERSION**

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

**BUYER:**

ATI Tungsten Materials, a division of TDY  
Industries, LLC

By:   
Name: Jerome David  
Title: President

**SELLER:**

Greenfield Industries, Inc.

By: \_\_\_\_\_  
Name: Ty Taylor  
Title: President

**EXECUTION VERSION**

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By:   
Name: Jerome David  
Title: President

**SELLER:**

**Greenfield Industries, Inc.**

By:   
Name: Ty Taylor  
Title: President



**AMENDMENT TO**  
**DISCLOSURE SCHEDULES**  
relating to that certain  
**ASSET PURCHASE AGREEMENT**  
by and between  
**GREENFIELD INDUSTRIES, INC.**  
as Seller and  
**ATI TUNGSTEN MATERIALS,**  
**A DIVISION OF TDY INDUSTRIES, LLC,**  
collectively, as Buyer

This document, delivered as of May 31, 2013, amends and supplements the Disclosure Schedules relating to that certain Asset Purchase Agreement, dated May 10, 2013 (the "Agreement"), by and between GREENFIELD INDUSTRIES, INC., a South Carolina corporation, and ATI TUNGSTEN MATERIALS, A DIVISION OF TDY INDUSTRIES, INC., an California corporation. Unless the context otherwise requires, all capitalized terms used in these Schedules shall have the respective meanings assigned to them in the Agreement. Except as amended hereby, the Disclosure Schedules remain true and accurate as of the date hereof.

Section 1.1(d) of the Disclosure Schedules shall be replaced in its entirety by the following:

**Schedule 1.1(d) – Intellectual Property**

*[(i) The "Assembled Threading Tools" name and all goodwill incident thereto and to the Business; (ii) all patents, patent applications, inventions and discoveries (including, without limitation, any renewals or modifications thereof) that may be patentable, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business; (iii) all fictional business names, trade names, service names, registered and unregistered trademarks, service marks, and applications, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business, including the "Assembled Threading Tools" name and any related logos; (iv) all copyrights in both published works and unpublished works, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business; and (v) all know-how, inventions, processes, methods, trade secrets, secret processes, formulations, engineering information and files, confidential information, software, technical information, data and data bases, process technology, plans, drawings, and blue prints, and all similar property of any nature, tangible or intangible, which are exclusively used or held for use (as licensee, licensor or otherwise) in connection with the Business (collectively, the "Intellectual Property"), including, without limitation, the Intellectual Property set forth on Schedule 1.1(d) hereto.]*

(ii) Patents and patent applications: None.

- (iii) Fictional business names, trade names, service names, registered and unregistered trademarks, service marks, and applications:

TM Name	Country	Comments
GEOMETRIC & DESIGN	United States	Reg. Date: 02/28/1950 Reg. No. 521,517
GEOMETRIC & DESIGN	Argentina	Reg. Date: 6/27/03 Reg. No. 1936682
GEOMETRIC & DESIGN	Australia	Reg. Date: 01/16/24 Reg. No. 37970
GEOMETRIC & DESIGN	Benelux	Reg. Date: 02/02/73 Reg. No. 049640
GEOMETRIC & DESIGN	Canada	Reg. Date: 12/31/88 Reg. No. TMDA34760
GEOMETRIC & DESIGN	France	Reg. Date: 07/29/65 Reg. No. 1639756
GEOMETRIC & DESIGN	Germany	Reg. Date: 01/31/61 Reg. No. 630979
GEOMETRIC & DESIGN	Japan	Reg. Date: 11/31/90 Reg. No. 2282730
GEOMETRIC & DESIGN	Mexico	Reg. Date: 12/27/23 Reg. No. 23018
GEOMETRIC & DESIGN	Norway	Reg. Date: 02/14/91 Reg. No. 144066
GEOMETRIC & DESIGN	Brazil	Protocol No. 016783 (Division of Reg. No. 002782200)
GEOMETRIC	United States	Reg. Date: 04/18/1916 Reg. No. 109,724
GEOMETRIC	Brazil	Protocol. No. 036360 (Division of Reg. No. 00281340)
GEOMETRIC	Benelux	Reg. Date: 08/22/29 Reg. No. 0049641
GEOMETRIC	Brazil	Reg. Date: 06/30/63 Reg. No. 002811340
GEOMETRIC	Canada	Reg. Date: 10/07/88 Reg. No. TMA346032
GEOMETRIC	CTM (European Union)	Reg. Date: 09/26/01 Reg. No. 2390144
GEOMETRIC	France	Reg. Date: 10/15/80 Reg. No. 1639757
GEOMETRIC	Germany	Reg. Date: 02/01/01 Reg. No. 639566
GEOMETRIC	Japan	Reg. Date: 08/24/54 Reg. No. 450086
VERS-O-TOOL	United States	Reg. Date: 06/18/1946 Reg. No. 421,764
VERS-O-TOOL	Italy	Reg. Date: 02/18/63 Reg. No. MI2003C000443
VERS-O-TOOL	Canada	Reg. Date: 02/20/56 Reg. No. TMA103889

VERS-O-TOOL	Germany	Reg. Date: 06/22/73 Reg. No. 928680
VERS-O-TOOL	Japan	Reg. Date: 04/16/64 Reg. No. 641271
ACME-FETTE		Unregistered
SUPERMETRIC		Kennametal, Inc. is the owner of U.S. Trademark Reg. No. 0587620 for the mark "Supermetric." Seller believes that all rights to this mark and the registration should have been included in the assets that Seller acquired from Kennametal, Inc. and its affiliates in 2009. Seller has been using this mark since 2009, and Kennametal, Inc. and its affiliates have not been using this mark since 2009. Seller is transferring to Buyer all of its common law rights in and to this mark as of the Closing. Seller shall promptly assign any additional rights to this mark, including any assignment of U.S. Trademark Reg. No. 0587620, that Seller receives from Kennametal, Inc. and/or its affiliates.

Seller is the owner of U.S. Trademark Reg. No. 0883325 and the following foreign registrations (collectively, the "H&G Registrations"), which are not included in the Acquired Assets. Seller acknowledges that Buyer may adopt one or more new trademarks, which may include the H & G letters, with or without an oval, and may further include a variation which includes Buyer's U.S. Trademark Reg. No. 0610360 in combination with the H & G letters inside an oval, as part of the new mark; provided that Buyer will not use the "C IN DIAMOND" mark that is part of the H&G Registrations and will not use any diamond shape confusingly similar to the one found in the H&G Registrations; and Seller agrees not to object to any efforts of Buyer to obtain trademark registrations on any such new trademarks, provided that such new trademarks comply with the provisions hereof.

TM Name	Country	Comments
H&G	United States	Reg. Date: 12/30/1969 Reg. No. 0883325
H&G	Canada	Reg. Date: 11/16/1990 Reg. No. 375837
H&G	Japan	Reg. Date: 7/31/1992 Reg. No. 2439740

Seller is the owner of U.S. Trademark Reg. No. 0912989 (the "VERS-O-TOOL Logo Registration"), which is not included in the Acquired Assets. Seller acknowledges that Buyer may adopt one or more new trademarks, which may include the VERS-O-TOOL name, with or without an oval, and may further

include a variation which includes Buyer's U.S. Trademark Reg. No. 0610360 in combination with the VERS-O-TOOL name inside an oval, as part of the new mark; provided that Buyer will not use the "C IN DIAMOND" mark that is part of the VERS-O-TOOL Logo Registration and will not use any diamond shape confusingly similar to the one found in the VERS-O-TOOL Logo Registration; and Seller agrees not to object to any efforts of Buyer to obtain trademark registrations on any such new trademarks, provided that such new trademarks comply with the provisions hereof.

(iv) Copyrights: None.

(v) Other:

Drawings and blue prints in CAD form, scan, and hard copy.

Programs in attached machinery used in manufacturing tools to specifications.

Instructional booklets associated with attached machinery if available.

Data from AX system associated with product manufacturing included in sale.