

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
AMES HOLDING CORP., et al.,¹)	Case No. 09-14406 (CSS)
)	
Debtors.)	(Jointly Administered)
)	
)	(Requested) Hearing Date: 3/24/2010 at 9:00 a.m.
)	(Requested) Obj. Deadline: 3/19/2010 at 4:00 p.m.

NOTICE OF MOTIONS AND HEARING

PLEASE TAKE NOTICE that on March 12, 2010, the above-captioned debtors and debtors in possession (the “Debtors”), filed the **First Omnibus Motion of Debtors and Debtors-In-Possession for an Order Authorizing the Rejection of Executory Contracts and Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006** (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that the Debtors contemporaneously filed a Motion to Shorten with respect to the Motion (the “Motion to Shorten”) with the Bankruptcy Court. The hearing date and objection deadline set forth herein are consistent with the dates proposed in the Motion to Shorten. In the event that the Bankruptcy Court does not approve the dates proposed in the Motion to Shorten, the Debtors will file and serve a separate notice notifying all parties-in-interest of the revised hearing date and objection deadline.

PLEASE TAKE FURTHER NOTICE that pursuant to the Motion to Shorten, the Debtors propose that any responses or objections to the Motion be filed by **March 19, 2010 at 4:00 p.m. (prevailing Eastern Time)**.

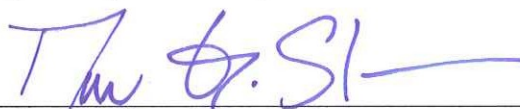
¹ The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Ames Holding Corp. (6130), Axia Incorporated (5251), TapeTech Tool Co., Inc. (7106), and Ames Taping Tool Systems, Inc. (6440). The Debtors’ corporate offices are located at 3350 Breckinridge Boulevard, Suite 100, Duluth, Georgia 30096.

PLEASE TAKE FURTHER NOTICE that pursuant to the Motion to Shorten, the Debtors propose that a hearing with respect to the Motion be held on **March 24, 2010 at 9:00 a.m. (prevailing Eastern Time)** before The Honorable Christopher S. Sontchi, United States Bankruptcy Judge for the District of Delaware at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 12, 2010
Wilmington, Delaware

Respectfully submitted,



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Michael J. Merchant (No. 3854)
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Counsel For the Debtors and Debtors-in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
AMES HOLDING CORP., et al.,¹)	Case No. 09-14406 (CSS)
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Debtors.)	
)	(Requested) Hearing Date: 3/24/2010 at 9:00 a.m.
)	(Requested) Obj. Deadline: 3/19/2010 at 4:00 p.m.
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**FIRST OMNIBUS MOTION OF DEBTORS AND
DEBTORS-IN-POSSESSION FOR AN ORDER AUTHORIZING
THE REJECTION OF EXECUTORY CONTRACTS AND LEASES PURSUANT
TO SECTION 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6006**

PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND CONTRACTS AND LEASES ON THE ATTACHED EXHIBIT A, WHICH ARE LISTED ALPHABETICALLY AND ORGANIZED BY DEBTOR. NOTE THAT THE INCLUSION OF A CONTRACT OR LEASE ON EXHIBIT A DOES NOT NECESSARILY MEAN THAT SUCH CONTRACT OR LEASE WILL BE REJECTED. AS SET FORTH BELOW, THE DEBTORS MAY REMOVE CONTRACTS OR LEASES FROM EXHIBIT A.

Ames Holding Corp. ("Ames Holding"), Axia Incorporated ("Axia"), TapeTech Tool Co., Inc. ("TapeTech"), and Ames Taping Tool Systems, Inc. ("Ames," and each a "Debtor" and collectively, the "Debtors"), by and through their undersigned counsel, and pursuant to section 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), move the Court (the "Motion") to authorize the Debtors to reject some or all of the executory contracts

¹ The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Ames Holding Corp. (6130), Axia Incorporated (5251), TapeTech Tool Co., Inc. (7106), and Ames Taping Tool Systems, Inc. (6440). The Debtors' corporate offices are located at 3350 Breckinridge Boulevard, Suite 100, Duluth, Georgia 30096.

and unexpired leases (collectively, the "Contracts") described in Exhibit A², subject to the rights of Axia Acquisition Corporation (the "Purchaser") to designate any of such Contracts as Assigned Contracts (as defined below) in accordance with the APA and the Sale Order (as each term is defined below), effective as of (i) the date of entry of an Order granting this Motion, for those Contracts (other than real property leases) identified on an attachment to such Order, or (ii) March 31, 2010, with respect to the real property leases identified on an attachment to such Order, or (iii) such later date on which the Debtors deliver a Rejection Notice (as defined below) to the counterparty to any Contract, but in no event later than the Option Period Termination Date (as defined below). In support of the Motion, the Debtors respectfully state as follows:

Venue and Jurisdiction

1. On December 14, 2009 (the "Petition Date"), the Debtors filed with this Court their petitions for relief under Chapter 11 of the Bankruptcy Code. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtors have retained possession of their respective assets and are authorized to continue the operation and management of their respective businesses as debtors-in-possession.

2. The Court has jurisdiction over this matter and over each Debtor pursuant to 28 U.S.C. §§ 157 and 1334.

3. Venue over these cases is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. This Motion constitutes a core proceeding which may be heard and determined by the Court pursuant to 28 U.S.C. § 157(b).

² Inclusion of a Contract on Exhibit A attached hereto does not constitute an admission by the Debtors that any such Contract is an executory contract under section 365 of the Bankruptcy Code.

Background

5. The Debtors are the leading designers, manufacturers, marketers and distributors of "automatic taping and finishing" ("ATF") tools used to increase productivity in interior drywall finishing. These ATF tools, invented by Ames beginning in 1939, enable interior finishing contractors to finish drywall joints substantially faster than less productive hand finishing methods.

6. Axia is a wholly-owned subsidiary of Ames Holding, and Ames and TapeTech are wholly-owned subsidiaries of Axia. Axia manufactures the ATF tools and then either sells or rents these tools to Ames and TapeTech. Axia also provides administrative services to Ames and TapeTech, including accounting services, information technology support, marketing, human resources, and customer service, for which Ames and TapeTech pay a specified fee per month. TapeTech is engaged in the business of selling ATF tools wholesale through a network of independent tool dealers and distributors in the U.S. and internationally. These tools are purchased from Axia and sold under the brand name "TapeTech." Ames is engaged primarily in the business of renting ATF tools directly to interior finishing contractors to finish drywall joints prior to painting, wallpapering or other forms of final treatment. Ames offers these ATF tools through two avenues: (i) stores leased by Ames and (ii) franchises granted principally to drywall suppliers.

7. Prior to the Petition Date, to obtain the funds necessary to operate their respective businesses, Axia entered into that certain Amended and Restated Credit Agreement (the "Credit Agreement") dated as of April 1, 2008, with a group of lenders party thereto (the "Pre-Petition Lenders"), pursuant to which the Pre-Petition Lenders agreed to extend certain term loans and a revolving line of credit to Axia. Ames Holding, TapeTech and Ames jointly and severally

guaranteed full payment of the indebtedness owing by Axia under the Credit Agreement. To secure this indebtedness, each of the Debtors granted the Pre-Petition Lenders security interests in and liens upon all or substantially all of their personal property of every kind and nature. As of the Petition Date, the principal balance of the Debtors' indebtedness under the Credit Agreement totaled approximately \$161,000,000.

8. The financial viability of the Debtors has been severely impacted by the dramatic decline in commercial and residential construction in the United States, particularly as a result of declines in construction in late 2007. By late 2007, a widespread and dramatic downturn in the commercial and residential markets in the United States was occurring. Commercial and residential construction levels plummeted as a result. This downturn was followed by a severe crisis in United States and global credit markets. This precipitous fall in the commercial and residential construction in the United States has lead to a significant decrease in the demand for and use of ATF tools and other products sold and rented by the Debtors and has, therefore, materially and adversely impacted the Debtors' revenue streams.

9. Faced with such substantially diminished revenues from sales and rentals of the ATF tools throughout the Debtors' regional markets, the Debtors were unable to generate the funds necessary to cover operating and maintenance costs, including amounts needed to service their secured indebtedness. Confronted by this rapid and dramatic decline in commercial and residential construction and the significantly reduced demand for the Debtors' products, beginning in late 2007, the Debtors pursued a number of actions to reduce fixed costs, including (i) reducing significantly the number of employees and the amount of wages and (ii) closing a number of the Ames' leased locations and negotiating lower monthly rental payments with the landlords for other Ames' locations.

10. Although through these efforts the Debtors were able to reduce their costs significantly, with insufficient revenues, quickly decreasing liquidity and no source of additional financing, the Debtors had no realistic choice but to file the Petitions to enable them to reorganize their affairs and to preserve the value of their business operations.

11. In an effort to achieve as soft a landing as possible by attempting to manage an orderly transition to a purchaser, through a Section 363 sale, the Debtors filed their *Debtors' Motion for (A) Order Approving Bidding Procedures and Certain Bid Protections, Scheduling a Sale Hearing and Approving the Form of Notice of Auction and Sale Hearing and (B) Order Authorizing the Sale of Substantially All of the Debtors' Assets at the Conclusion of Such Auction, the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and the Rejection of Certain Executory Contracts and Unexpired Leases* (the "Sale Motion") [Docket No. 42] on December 16, 2009, seeking to sell substantially all of their assets.

12. By Order (the "Bid Procedures Order") entered January 15, 2010 [Docket No. 132], the Court approved bidding procedures for the proposed sale of substantially all of the Debtors' assets (the "Sale") and also approved procedures for the assumption and assignment by the Debtors of any Contracts designated by the Purchaser for assumption and assignment (the "Assigned Contracts") and for the rejection of all remaining Contracts (the "Excluded Contracts").

13. In accordance with the Bid Procedures Order, the Debtors served the Assumption and Assignment Notice (as such term is defined in the Bid Procedures Order) [Docket No. 151] on the counterparties to each Contract identified on Exhibit A attached hereto, with the exception of the contract between Axia Incorporated and CT Corporation System and the real property

lease agreement between Ames and 1564197 Ont. Ltd. for the lease of the property located at 101 Westcreek Drive, Woodbridge, Ontario, L4L 946 Canada.

14. The Assumption and Assignment Notice notified each of these counterparties that its Contract might be designated as an Assigned Contract or an Excluded Contract, subject to the Contract Option Period in accordance with the APA and the proposed Sale Order.

15. By Order (the "Sale Order") entered February 17, 2010 [Docket No. 192], the Court approved the Sale Motion and that certain Asset Purchase Agreement dated as of February 8, 2010 (as at any time amended, the "APA") among the Debtors and the Purchaser. Pursuant to the Sale Order and the APA, the Debtors intend to sell substantially all of their assets to the Purchaser, and also agreed to assume and assign to the Purchaser the Assigned Contracts. In the Sale Order, the Court also authorized the Debtors to reject the Excluded Contracts.

16. In accordance with the APA and the Sale Order, at any time prior to the Closing Date for the Sale or during the 30-day period after the Closing Date (the "Contract Option Period", and the date that is 30 days after the Closing Date being hereinafter referred to as the "Option Period Termination Date"), the Purchaser may designate to the Debtors any Contracts to be Assigned Contracts or Excluded Contracts.

17. For each Contract which the Purchaser designates prior to the Closing Date or during the Contract Option Period to be an Excluded Contract, the Purchaser must deliver a written notice (the "Purchaser Rejection Designation") to the Debtors.

18. The closing of the Sale occurred on March 12, 2010.

19. As of the date of filing of this Motion, the Purchaser has not made its final decisions as to whether each of the Contracts identified on Exhibit A shall be designated as an Assigned Contract or an Excluded Contract.

20. The Debtors intend to reject all of the Contracts identified on Exhibit A, subject to the Purchaser's right to ultimately designate any of such Contracts as Assigned Contracts.

21. Subsequent to the filing of this Motion, if the Purchaser designates any Contracts to be Assigned Contracts, the Debtors reserve the right to remove any such Assigned Contracts from the list attached as Exhibit A to this Motion.

22. At the initial hearing on this Motion, the Debtors intend to present to the Court as attachments to a proposed order (i) a list of the Contracts which as of such hearing date the Purchaser has designated as Excluded Contracts and (ii) a separate list of the Contracts as to which the Purchaser has not yet made any designation. For those Contracts identified on the first list, the Debtors' rejection of such Contracts would be effective as of the date an Order is entered granting this Motion. For any of those Contracts identified on the second list (the "Remaining Contracts"), the Debtors' rejection of such Contracts shall be effective on the earlier of (i) the date on which the Debtors deliver a Rejection Notice (as defined below) to the counterparties to any such Contracts or (ii) the Option Period Termination Date.

23. With respect to any Remaining Contract, upon the Debtors' receipt of a Purchaser Rejection Designation as to such Remaining Contract, the Debtors shall immediately deliver to the counterparty to such Remaining Contract a written notice of the rejection of such Remaining Contract (the "Rejection Notice"), and such Remaining Contract shall be deemed rejected effective immediately upon such delivery (any such date with respect to the applicable Remaining Contract, the "Remaining Contract Rejection Date").

Relief Requested

24. By this Motion, the Debtors seek entry of an order, pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, authorizing the Debtors to reject all Contracts that

the Purchaser does not designate as Assigned Contracts either prior to the Closing Date or during the Contract Option Period. The Debtors further request that the Court make the rejection of any such Contracts effective (i) as of the date of entry of an Order granting this Motion, for those Contracts identified on an attachment to such Order, or (ii) on such later date on which the Debtors deliver a Rejection Notice to the counterparties to any Remaining Contracts, but in no event later than the Option Period Termination Date.

Basis for Relief

25. Section 365(a) provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). Courts routinely approve motions to reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (holding that the standard applied by courts in authorizing the rejection of an executory contract is that of "business judgment"); *In re Armstrong World Indus., Inc.*, 348 B.R. 136, 162 (Bankr. D. Del. 2006) ("Courts have uniformly deferred to the business judgment of the debtor to determine whether the rejection of an executory contract or unexpired lease by the debtor is appropriate under section 365(a) of the Bankruptcy Code."); *In re Fleming Cos.*, 308 B.R. 689, 691 (Bankr. D. Del. 2004) ("The decision to reject an executory contract is a matter within the sound business judgment of the debtor."). Courts generally do not second guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. *See Wheeling-Pittsburgh Steel Corp. v. W. Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 849 (Bankr. W.D. Pa. 1987) (holding that "the court should not interfere with or second-guess the debtor's sound business judgment" to reject the contract).

26. As set forth above, through the Sale, the Debtors intend to sell substantially all of their assets to the Purchaser. Upon consummation of the Sale, the Debtors will cease conducting any business operations, except for those activities necessary or appropriate to wind down their respective businesses. Thus, any Contracts not designated by the Purchaser as an Assigned Contract will be unnecessary to the Debtors' operations, and the Debtors hereby seek to reject such Contracts, subject to the Purchaser's right to designate any such Contract as an Assigned Contract as set forth in the APA and the Sale Order. Therefore, rejecting such Contracts is a reasonable exercise of the Debtors' business judgment.

Requests for Immediate Relief and Waiver of Stay

27. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Debtors submit that under the circumstances, ample cause exists to justify a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent that it applies.

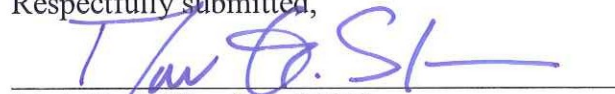
Notice

28. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the unsecured creditors' committee; (iii) counsel to the agents for the Debtors' pre-petition loan facilities; (iv) counsel to the Purchaser; (v) any parties requesting notice in these cases pursuant to Bankruptcy Rule 2002; and (vi) the non-debtor parties to the Contracts. The Debtors respectfully submit that no further notice of this Motion is required.

WHEREFORE, the Debtors respectfully request that this Court enter an Order substantially in the form attached hereto as Exhibit B: (a) authorizing the Debtors to reject all of the Contracts not designated by the Purchaser as Assigned Contracts prior to the Option Period Termination Date; (b) declaring the effective date of such rejection to be (i) the date of entry of an Order granting this Motion, for those Contracts identified on an attachment to such Order, (ii) March 31, 2010, with respect to the real property leases identified on an attachment to such Order, or (iii) such later date on which the Debtors deliver a Rejection Notice to the counterparties to any Remaining Contracts, but in no event later than the Option Period Termination Date; and (c) granting the Debtors such other and further relief as the Court may deem proper.

Dated: March 12, 2010
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
L. Katherine Good (No. 5101)
Drew G. Sloan (No. 5069)
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Counsel For the Debtors and Debtors-in-Possession

EXHIBIT A

Executory Contracts and Unexpired Leases

Ames Taping Tool Systems, Inc.

Contracts and Personal Property Leases

Name	Address1	Address2	City, State & Zip	Description
Abernathy's Cleaning Services	1045 Union Center Drive, Suite A		Alpharetta, GA 30004	Janitorial Service Agreement dated 6/20/2008
ACE American (ACE)	c/o Lockton Companies, LLC	Suite 601526 West Monroe Street	Chicago, IL 60662	Foreign Package Insurance (Auto, Property, GL, WC)
ADP Commercial Leasing, LLC	One ADP Boulevard		Roseland, NJ 07068	Promissory Note dated 3/24/08 in original principal amount of \$7,000.00
ADP, Inc.	One ADP Boulevard		Roseland, NJ 07068	Major Accounts Agreement and Addendum to Major Accounts Agreement dated 9/17/09
ADP, Inc.	One ADP Boulevard		Roseland, NJ 07068	Enterprise eTime Time and Management Sales Order Form dated 3/25/08 ADP® Hosted Services Addendum to ADP Sales Order dated 3/26/08 Guaranteed Two Year Price Program dated 3/24/08
ADT Security Service	10405 Crosspoint Boulevard		Indianapolis, IN 46256-3323	Commercial Sales Agreements with Store Numbers 1301 and 1501
ADT Security Service	PO Box 371967		Pittsburg, PA 15250-7967	Commercial Sales Agreements with various store locations (See list below)
ADT Security Services, Inc.	Attn: Morgan McCarl	5300 Oakbrook Pkwy Suite 243Building 200	Norcross, GA 30093	Commercial Sales Agreement dated 3/14/08
Allgood Pest Solutions	2540 Lawrenceville Highway		Lawrenceville, GA 30044	General Pest Solution Agreement dated 8/11/08
Allied Waste Services/BFI	1420 New York Ave.		Wilmington, DE 19801	Service Agreement dated 6/4/01
ALSCO	4111 Pleasantdale Rd.		Doraville, GA 30340	Service Agreement dated 9/25/07
American Express		P.O. Box 2878	Omaha, NE 68103-2878	Merchant Agreement and Merchant Regulations dated 4/09
American Express Travel Related Services Company, Inc.	Corporate Services Operations, AESC-P	20022 North 31st AvenueMail Code AZ-08-03-11	Phoenix, AZ 85027	Corporate Services Commercial Card Account Agreement dated 5/16/07
Andrew Sullivan	c/o Elizabeth Sullivan	138 71st St.	Brooklyn, NY 11209	Consultant Agreement dated 2/1/08
Andrew Sullivan	14 Woods End Dr.		Mattawan, NJ 07747	Exclusive License Agreement dated 10/1/06
Automotive Rentals, Inc.	P.O. Box 8500-437 9000 Midatlantic Drive		Philadelphia, PA 19178 Mt. Laurel, NJ 08054	Motor Vehicle Lease Agreement dated 8/6/02

Assignee: First Union National Bank	P.O. Box 1111		Mt. Laurel, N.J. 08054	
Automotive Rentals, Inc.	P.O. Box 8500-4375 9000 Midatlantic Drive		Philadelphia, PA 19178 Mt. Laurel, NJ 08054	
Assignee: First Union National Bank	P.O. Box 1111		Mt. Laurel, N.J. 08054	Motor Vehicle Lease Agreement dated 3/8/02
Bank of America, N.A.		1231 Durrett Lane	Louisville, KY 40213	Merchant Agreement (undated) and Merchant Regulations
Beverly T. Willis	495 Welbury Court		Alpharetta, Georgia 30005	Employment Agreement and Covenant Not to Compete dated 6/1/04
BFI	65 Bic Drive		Milford, CT 06460	Service Agreement dated 4/2/04
Bracewell & Giuliani LLP	711 Louisiana Street	Suite 2300	Houston, Texas 77002-2770	Engagement Letter dated 1/23/06
CareerBuilder, LLC	13047 Collection Center Dr.		Chicago, IL 60693	Service Activation Agreement dated 2/11/09
Cintas Document Management	P.O. Box 5		Bedford Park, IL 06049-9000	Shredding Service Agreement dated 3/26/08
Crown Lift Trucks	P.O. Box 641173		Cincinnati, OH 45264	Planned Maintenance Service Agreement dated 4/27/05
Dann E. Ballew	13 Freedom Terrace		Easton, PA 18045	Employment Agreement dated 10/29/08
DFS Services LLC	Attn: Senior Vice President Network Operations	2500 Lake Cook Road	Riverwoods, IL 60015-3800	Merchant Agreement and Merchant Operating Regulations dated 10/16/09
Digital Imaging Systems	2150 Boggs Rd.	Suite 140	Duluth, GA 30096	Guaranteed Maintenance Agreement dated 8/17/07
Dunn & Bradstreet, Inc.	340 Interstate North Parkway		Atlanta, GA 30339	Master Agreement and Preferred Pricing Plan for DNBI - Order for D&B Risk Management Solutions for New Customers (11-08) dated 12/31/08, and Small Business Risk Insight Terms
East Bay Sanitation Service, Inc.	5210 W. Linebaugh Ave.		Tampa, FL 33624	Service Agreement dated 9/17/98
Enterprise Leasing Company of Georgia d/b/a Enterprise Fleet Services	Attn: Ed Cain	3109 Maple Dr.Suite 218	Atlanta, GA 30305	Master Equity Lease Agreement dated 2/12/03 with numerous Lease Schedules for leased vehicles
Enterprise Leasing Company of Georgia d/b/a Enterprise Fleet Services	Attn: Ed Cain	3109 Maple Dr.Suite 218	Atlanta, GA 30305	Maintenance Management and Fleet Rental Agreement dated 3/27/06

Equifax Information Services LLC	1550 Peachtree Street, NW		Atlanta, GA 30309	Small Business Exchange ("SBX") Agreement for Service dated 7/26/02(access to Equifax database) and Agreement for Decision Power sm Express dated 1/22/03
Experian Information Solutions, Inc.	475 Anton Boulevard	Attn: General Counsel	Costa Mesa, CA 92626	Experian Preferred Pricing Agreement(undated) (credit reports)
Famand, Inc. d/b/a Indoor Environmental Services	1512 Silica Ave.		Sacramento, CA 95815	Maintenance Agreement dated 12/18/06
Great America Leasing Corporation	625 First Street, SE		Cedar Rapids, IA 52401	Lease Agreement dated 4/3/09(for copiers)
Howard Services, Inc.	P.O. Box 5637		Jacksonville, FL 32247	Tenant Maintenance and Inspection Agreement dated 9/23/09
IKON Financial Services	P.O. Box 9115		Macon, GA 31208	Image Management Plus Agreement dated 3/4/08 (Canon IR5020i)
IKON Financial Services	P.O. Box 9115		Macon, GA 31208	Image Management Plus Agreement dated 3/4/08 (Canon IR3035)
IKON Financial Services	P.O. Box 9115		Macon, GA 31208	Image Management Plus Agreement dated 12/20/05
James D. Barlow	2817 Wisconsin Ave.		Berwyn, Illinois 60402	Employment Agreement and Covenant Not to Compete dated 2/2/04
Janitorial Services, LLC d/b/a JanServ Cleaning Systems	1190 Winchester Pkwy	Suite 203	Smyrna, GA 30080	Agreement dated 7/18/08
Jeffery Britton	1614 Heathrow Dr.		Cumming, GA 30041	Confidential Separation Agreement and General Release dated 6/25/2009
Kathy M. Lamb	185 W. Spalding Drive NE		Atlanta, GA 30328	Executive Confidentiality Agreement and Covenant Not to Compete dated 10/10/06
LexisNexis Risk & Information Analytics Group Inc.	P. O. Box 2314		Carol Stream, IL 60132	Risk & Information Analytics Group Application & Agreement dated 4/8/09
Macke Water Systems, Inc.	190 Shepard Ave.	Unit A	Wheeling, IL 60090	Equipment Lease dated 9/3/98 (Water cooler)
Maritza Cardona	2610 Binghampton Lane		Lawrenceville, GA 30044	Independent Contractor (Non-Employee) Agreement dated 12/4/09
McGraw-Hill Construction	7925 Collection Center Dr.		Chicago, IL 60693	Master Agreement dated 12/05/07
Michael Brooks	1447 Vista Leaf Drive		Decatur, GA 30033	Employment Agreement dated 7/20/09
MicroStrategy Incorporated d/b/a Angel.com	1861 International Drive		McLean, VA 22102	Angel.com Customer Agreement dated 12/31/08 (license to access the ASP Service)

MoneyGram Payment Systems, Inc.	1550 Utica Avenue South	Attn: Legal Counsel	Minneapolis, MN 55416	ExpressPayment Service Agreement dated 12/22/08 and Banking Amendment to ExpressPayment Service Agreement dated 12/22/08
MoneyGram Payment Systems, Inc.	3940 South Teller Street	Attn: Vice President or Product Management - Payment Products	Lakewood, CO 80235	Banking Amendment to Express Payment Service Agreement dated 12/22/08
PayPal, Inc.	Attn: Legal Department	2211 North First Street	San Jose, CA 95131	PayPal User Agreement (undated)
Prudential Retirement Insurance and Annuity Co.	280 Trumbell St.		Hartford, CT 06103	Agreement to Provide Pension Services dated 12/8/08 (for Axia Incorporated Salaried Employees' Pension Plan)
Prudential Retirement Insurance and Annuity Co.	280 Trumbell St.		Hartford, CT 06103	Agreement to Provide Pension Services dated 12/11/08 (for Axia Incorporated Hourly Employees' Pension Plan)
Quality Technology Services Suwanee, LLC	300 Satellite Boulevard		Suwanee, GA 30024	Master Service Agreement dated 6/18/07
R. Andrew Garner	710 Driffield Way		Alpharetta, Georgia 30004	Employment, Confidentiality and Non-Competition Agreement dated 2/15/07
Sonitrol	P.O. Box 910894		Dallas, TX 75391	Addendum No. 709381 dated 8/1/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Atlanta	900 Circle 75 Parkway	Suite 435	Atlanta, GA 30339	Addendum No. 708818 dated 2/5/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Atlanta	900 Circle 75 Parkway	Suite 435	Atlanta, GA 30339	Addendum No. 709068 dated 5/7/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Austin	2120 W. Braker Lane		Austin, TX 78758	Addendum No. 708890 dated 3/19/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Bakersfield	5251 Office Park Drive #150		Bakersfield, CA 93309	Addendum No. 707496 dated 6/1/06 under Client Agreement No. NA 15603 dated 6/1/06
Sonitrol of Baltimore	2631 Sisson Street		Baltimore, MD 21211	Addendum No. 707349 dated 4/25/06 under Client Agreement No. NA 15577 dated 4/25/06
Sonitrol of Central Mass.	178 Turnpike Road		Westborough, MA 01581	Addendum No. 707484 dated 5/31/06 under Client Agreement No. NA 15604 dated 5/31/06

Sonitrol of Central Mass.	178 Turnpike Road		Westborough, MA 01581	Addendum No. 707483 dated 5/31/06 under Client Agreement No. NA 15605 dated 5/31/06
Sonitrol of Charleston	4455 Tile Dr.		Charleston, SC 29405	Addendum No. 709069 dated 5/7/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Colorado Springs	3617 Betty Drive		Colorado Springs, CO 80917	Addendum No. 709066 dated 5/7/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Denver	8775 E. Orchard Rd.		Greenwood Village, CO 80111	Addendum No. 709307 dated 7/9/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Fort Myers	1921 Jefferson Ave.		Ft. Myers, FL 33901	Addendum No. 707826 dated 9/27/06 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Houston	1110 N. Post Oak Rd.	Suite 240	Houston, TX 77055	Addendum No. 708776 dated 1/29/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Metro New York	20 Murray Hill Parkway	Suite 110	East Rutherford, NJ 07073	Addendum No. 707470 dated 5/24/06 under Client Agreement No. NA 15598 dated 5/24/06
Sonitrol of Metro New York	20 Murray Hill Parkway	Suite 110	East Rutherford, NJ 07073	Addendum No. 707462 dated 5/25/06 under Client Agreement No. NA 15601 dated 5/24/06
Sonitrol of Metro NY	20 Murray Street	Suite 110	New York, NY 10007	Addendum No. 709065 dated 5/7/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Mobile	PO Box 7006		Mobile, AL 36607	Addendum No. 707385 dated 5/5/06 under Client Agreement No. NA 15567 dated 5/5/06
Sonitrol of Modesto/Stockton	3728 Imperial Way, Suite F		Stockton, CA 95215	Addendum No. 61685 dated 2/20/08 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of NY:Bronx/Brooklyn/Queens	1870 Hobart Avenue		Bronx, NY 10461	Addendum No. 66360 dated April 11, 2008 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Peoria	2606 N. Knoxville Ave.		Peoria, IL 61604	Addendum No. 709064 dated 5/7/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Philadelphia	417 North 4th Street		Philadelphia, PA 19123	Addendum No. 707460 dated 5/16/06 under Client Agreement No. NA 15590 dated 5/16/06

Sonitrol of Phoenix	P.O. Box 36748		Phoenix, AZ 85067	Addendum No. 708777 dated 1/26/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Portland	8220 N. Interstate Ave.		Portland, OR 97217	Addendum No. 707378 dated 5/16/06 under Client Agreement No. NA 15591 dated 5/16/06
Sonitrol of Sacramento	1334 Blue Oaks Blvd.		Roseville, CA 95678	Addendum No. 57940 dated 1/10/08 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of San Antonio	2566 E. Bitter Rd.		San Antonio, TX 78217	Addendum No. 709034 dated 4/26/07 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Savannah	314 East Liberty St.		Savannah, GA 31401	Addendum No. 707493 dated 5/31/06 under Client Agreement No. NA 15606 dated 5/31/06
Sonitrol of Southern Nevada	3520 E. Charleston Rd.		Las Vegas, NV 89104	Addendum No. 66361 dated 4/28/08 under Client Agreement No. NA 15664 dated 9/25/06
Sonitrol of Tri-County, Flint	3907 S. Saginaw Street		Flint, MI 48507	Addendum No. 707522 dated 6/7/06 under Client Agreement No. NA 15586 dated 5/5/06
Sonitrol of Twin Cities	1230 Eagan Industrial Road	Suite 140	Eagan, MN 55121	Addendum No. 707407 dated 6/7/06 under Client Agreement No. NA 15610 dated 6/7/06
Thomas Dooley, Jr.	4942 Dock Court		Norcross, GA 30092	Employment, Confidentiality and Non-Competition Agreement dated 5/14/07
Travel Incorporated	Attn: Tony Peter	4355 River Green Parkway	Duluth, GA 30096	Letter of Agreement dated 5/30/08(travel agency)
Union Bank of California, N.A.	18300 Von Karman Ave.	Suite 550	Irvine, CA 92612	Online Trust & Custody Service Master Agreement dated 4/27/09
Waste Management	6705 Richmond Rd.		Glenwillow, OH 44139	Service Agreement dated 3/1/99
Waste Management of Minnesota	12448 Pennsylvania Ave S.		Savage, MN 55378	Service Agreement dated 1/29/03
Wright Express Corporation	97 Darling Avenue		South Portland, ME 04106-2301	Wright Express Business Charge Account Agreement and Vehicle Maintenance Agreement

List of stores with a Commercial Sale Agreement with ADT Security Service

STORE #	Property Address
1101	402 Eden Circle Bear, Delaware, 19701
1102	10362 Leadbetter Road Ashland, Virginia
1105	14501 Lee Jackson Memorial Highway, Unit B Chantilly, Virginia 20151-1635
1109	LaSalle Plaza 20411 U.S. Route #19 Cranberry TWP, PA 16066
1110	1275 Blackwood-Clementon Road, Clementon, NJ 08021
1120	2101 NW 33rd Street Suite A/1600-1700
1121	4893 West Waters Avenue Tampa, Florida
1123	830 County Road 427 Unit 192 Longwood, FL
1125	8010 Sunport Drive Orlando, FL 32809
1126	Suite 405 8260 N.W. 27th Street Miami, Florida 33122
1127	Suite 3 9452 Phillips Highway Jacksonville, FL 32256
1132	580 E. Burgess Rd. Suite B-2 Pensacola, FL 32504
1134	Bldg. E, 2912 S. Falkenburg Rd. Riverview, FL

STORE #	Property Address
1201	2211 Riverside Parkway Lawrenceville, Georgia
1203	1310 Antioch Pike Nashville, TN
1204	1635 Woodruff Road Greenville, SC
1209	Waterford Center, Suite B 800 Clanton Road Charlotte, NC 28217
1212	3895 South Perkins Road Suite 6 Memphis, TN
1213	Harwood Hills Village Shopping Center 3204 Harwood Road Bedford, TX
1215	Suite 207 321 West Ben White Boulevard Austin, TX 78704
1216	1402 North Corinth Street Suite E Corinth, TX 76208
1218	Suite 110 Plano Miller Business Park 10660 Plano Road Dallas, TX 75238
1220	3310 Gilmore Industrial Blvd. Suite A Louisville, KY 40213
1221	3915 South Madison Avenue Suite 8 Indianapolis, IN 46227
1222	8481 Bash Street, Suite 800 Indianapolis, IN 46250
1223	9020 Highway 64 Lakeland, TN 38002
1231	Northern Virginia Industrial Park Bldg. #2, 8938 Telegraph Road Lorton, Virginia 22079

STORE #	Property Address
1301	1250 W. Lake Street Units 11 & 12 Addison, IL 60101
1302	18250 Oak Park Avenue Tinley Park, Illinois 60477
1303	2S539 Route 59 Warrenville, IL 60555
1304	1519 W. 81st Avenue Merrillville, IN 46410
1305	12207 Dorsett Rd. Maryland Heights, Missouri, 63043
1306	7375 Washington Ave. Edina, Minnesota
1307	1820 E. Belvidere Road Grayslake, IL 60030
1308	10240 West 75th Street, #2 Merriam, KS 66204
1311	1025 S. 108th Street West Allis, WI 53214
1314	1923 North Elston Avenue Chicago, Illinois
1315	101-105 Saravanos Drive Yorkville, Illinois
1320	2059 E. Maple Road Troy, Michigan 48083
1321	20740 Southgate Park Blvd. Maple Heights, OH 44137
1322	909 S. McCord Rd., Unit 1 Holland, Ohio 43528

STORE #	Property Address
1402	7079 S. Jordan Road, Unit 4 Centennial, Colorado 80112
1403	5618 Jefferson Highway Jefferson, Louisiana 70123
1409	12823 Gulf Freeway Houston, Texas 77034
1410	7068 Bandera Road San Antonio, TX 78228
1411	1015 E. Braker Lane Bldg. B, Suites 2 and 3 Austin, Texas 78753
1412	4622A Northpark Drive Colorado Springs
1413	Mulberry Exchange 2415 East Mulberry Street Fort Collins, Colorado 80524
1501	8623 South 212th Street Kent, Washington 98031
1502	10501 NE Highway 99, Suite 41 Vancouver, Washington 98686
1503	Unit #3 at Trent Square 11907 E. Trent Spokane, Washington 99206
1504	12725 N.E. 124th Street Kirkland, Washington
1505	11317 Strala Street, Suite 104 Tacoma, Washington, 98444
1506	10057 S.W. Nimbus Beaverton, Oregon 97005
1507	Pioneer Business Center Suite 240 280 E. Corporation Drive Meridian, ID

STORE #	Property Address
1508	3732 Smith Avenue, Suite A Everett, Washington
1509	16180 SE 82nd Drive Clackamas, Oregon 97015
1520	5635 Riggins Court, Unit 7 Reno, Nevada 89502
1521	1451 Cortez, Unit B Denver, Colorado
1522	4125 South Main, Suite E Salt Lake City, Utah 84107
1523	872 North 1430 West Orem, Utah 84057
1601	33444 Alvarado Mias Rd Union City, California 94587
1602	1821 Empire Industrial Ct. Suite A Santa Rosa, California
1603	1300 S. River Road West Sacramento, California
1604	865 Commercial Street, San Jose, California 95112
1605	1170 Burnett Avenue, Suite L Concord, California
1606	3000 3rd Street San Francisco, CA
1607	198 Cirby Way, Suite 110 Roseville, CA
1608	2000 W. Briggsmore Avenue Suite B, Bldg. 1 Modesto, CA

STORE #	Property Address
1610	317 W. Bedford Avenue Fresno, CA
1611	6242 Preson Avenue Livermore, CA 94550
1701	415 West Taft Avenue, Unit D Orange, CA 92865
1703	7358-7360, 7358 Convoy Court San Diego, CA
1710	41675 Enterprise Circle South Suite B Temecula, CA
1711	1275 W. 7th Street Upland, CA
1720	535 S. Dobson Rd. Unit 2, Space 1110 Mesa, Arizona
1722	10297 W. Van Buren, Suite 8 Tolleson, AZ
1723	2575 E. Craig Road, Suite M North Las Vegas, Nevada 89030
1724	2370 Eastman Ave., Suite 107 Oxnard, CA
1725	1336 Rancheros Drive, Suite 103 San Marcos, CA
1726	5585 S. Valley View Blvd. Suite 3 Las Vegas, NV 89118
1801	3136 Calvary Drive, Suite 105 Raleigh, NC 27604
1802	Intersection, Route 1 at Contee Rd. Laurel, MD
6001	6611 Preston Avenue, Suite D Livermore, CA
6003	1380 Barooga Drive, Units R-W Stone Mtn, GA

Ames Taping Tool Systems, Inc.

Real Property Leases

Company	Store#	Landlord Name	Address Line 1	Address Line 2	City	State	Postal Code
AMES	1403	AMB/NDP LOCAL, LP	5612 JEFFERSON HWY		New Orleans	LA	70123
AMES	1208	ASSET PROPERTY MANAGEMENT, LLC	DBA MORGAN ROAD SHOPS II	3104 BLUE LAKE DRIVE, STE 200	BIRMINGHAM	AL	35243
AMES	1212	AWI LIMITED PARTNERSHIP	5400 POPLAR AVENUE	SUITE 320	Memphis	TN	38119
AMES	1222	BASH BUSINESS CENTER LLC	6925 EAST 96TH STREET	SUITE 200	Indianapolis	IN	46250
AMES	1722	EJM TRI-STATE PROPERTIES LLC	OXNARD COMMERCEPLEX (LOOP 101)	9061 SANTA MONICA BLVD	Los Angeles	CA	90069
AMES	1307	ESPER A PETERSEN	C/O NORDIC PROPERTIES, LTD.	3535 WASHINGTON ST.	GURNEE	IL	60031
AMES	1509	GREENHOUSE SQUARE CLACKAMAS, LLC	C/O DEERING MANAGEMENT GROUP, INC	4800 SW MACADAM AVE., SUITE 120	PORTLAND	OR	97239
AMES	1610	JOHN J GAGLIARDI, JR	1225 EAST NEES AVENUE		FRESNO	CA	93720
AMES	1232	LANDO REALTY	C/O TERRY NOCE	27 AVENUE B	Bayonne	NJ	7002
AMES	1413	MFP FORT COLLINS	200 SPRUCE ST, STE 200		Denver	CO	80230
AMES	1216	PINNELL SQUARE, L.P.	1402 N. CORINTH ST., SUITE 111		CORINTH	TX	76208
AMES	1508	SC1, LLC	C/O AITF PROPERTY MANAGEMENT	P.O. BOX 8308	Moscow	ID	83843
AMES	1411	SCHUH FAMILY LP	1019 E BRAKER		Austin	TX	78753
AMES	1305	WEST PINE PARTNERSHIP LLC	C/O S AND S MANAGEMENT LLC	1330 BAUR BLVD	ST LOUIS	MO	63132
AMES	1121	WSI SUNSTATE CENTER IV, LLC	3320 Payspher Circle		Chicago	IL	60674

Axia Incorporated

Open Purchase Orders to Vendors

Vendor	Address1	Address2	City, State & Zip
ADVANCED EQUIPMENT MFG. CO. INC.	4615 W. Chicago Ave.		Chicago, IL 60651
DELCON INDUSTRIES INC	4723 Tidewater Ave.	Suite G	Oakland, CA 94601
MISSION TOOL AND MFG INC	3440 Arden Rd.		Hayward, CA 94545
NATIONAL METAL STAMPINGS	42110 8 TH Street East		Lancaster, CA 93585
OKEY-KO CO., LTD	No. 2, LN. 4, Yu-Sheng St.		Taipei, Taiwan 111
RUNNER CORPORATION	No. 43, Wu-Kung 5 Road	Wu Ku Hsiang	Taipei, Taiwan 248
SOGEN COMPANY	3350 Middle Brook Way		San Ramon, CA 94583
TELCO INTERCONTINENTAL CORP	9812 Whithorn Dr.		Houston, TX 77095
WILKINSON MFG	545 Aldo Avenue	#9 & #10	Santa Clara, CA 95054

See the following list for the identification of open purchase orders for each vendor listed above

Purchase Order	Date Issued	Vendor
0000001815	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001816	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001817	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001818	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001820	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001821	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001822	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001823	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001824	12/05/2007	ADVANCE EQUIPMENT MFG. CO. INC
0000001852	01/07/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000001872	01/08/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000001912	02/24/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000001944	02/08/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000002074	05/13/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000002075	05/13/2008	ADVANCE EQUIPMENT MFG. CO. INC
0000000771	10/11/2006	DELCON INDUSTRIES, INC.
0000000785	10/16/2006	DELCON INDUSTRIES, INC.
0000000789	10/16/2006	DELCON INDUSTRIES, INC.
0000000790	10/16/2006	DELCON INDUSTRIES, INC.
0000000797	10/18/2006	DELCON INDUSTRIES, INC.
0000000798	10/18/2006	DELCON INDUSTRIES, INC.
0000000799	10/18/2006	DELCON INDUSTRIES, INC.
0000000801	10/18/2006	DELCON INDUSTRIES, INC.
0000000802	10/18/2006	DELCON INDUSTRIES, INC.
0000000804	10/19/2006	DELCON INDUSTRIES, INC.
0000000806	10/19/2006	DELCON INDUSTRIES, INC.
0000000963	11/16/2006	DELCON INDUSTRIES, INC.
0000001054	12/12/2006	DELCON INDUSTRIES, INC.
0000001079	01/03/2007	DELCON INDUSTRIES, INC.
0000001080	01/03/2007	DELCON INDUSTRIES, INC.
0000001309	02/12/2007	DELCON INDUSTRIES, INC.
0000001312	02/12/2007	DELCON INDUSTRIES, INC.
0000001602	06/11/2007	DELCON INDUSTRIES, INC.
0000001603	06/11/2007	DELCON INDUSTRIES, INC.
0000001693	08/13/2007	DELCON INDUSTRIES, INC.
0000001728	09/18/2007	DELCON INDUSTRIES, INC.
0000001752	10/17/2007	DELCON INDUSTRIES, INC.
0000001754	10/17/2007	DELCON INDUSTRIES, INC.
0000001793	11/07/2007	DELCON INDUSTRIES, INC.
0000001934	02/07/2008	DELCON INDUSTRIES, INC.
0000001945	02/08/2008	DELCON INDUSTRIES, INC.
0000001946	02/08/2008	DELCON INDUSTRIES, INC.
0000002033	04/14/2008	DELCON INDUSTRIES, INC.
0000002052	04/24/2008	DELCON INDUSTRIES, INC.
0000002132	06/16/2008	DELCON INDUSTRIES, INC.
0000002206	08/04/2008	DELCON INDUSTRIES, INC.

000000755	10/10/2006	MISSION TOOL AND MFG INC.
0000001198	02/09/2007	MISSION TOOL AND MFG INC.
0000001308	02/12/2007	MISSION TOOL AND MFG INC.
0000001643	07/12/2007	MISSION TOOL AND MFG INC.
0000001918	01/28/2008	MISSION TOOL AND MFG INC.
0000001921	01/29/2008	MISSION TOOL AND MFG INC.
0000001948	02/08/2008	MISSION TOOL AND MFG INC.
0000001949	02/08/2008	MISSION TOOL AND MFG INC.
0000002086	05/21/2008	MISSION TOOL AND MFG INC.
0000002088	05/22/2008	MISSION TOOL AND MFG INC.
0000002181	07/15/2008	MISSION TOOL AND MFG INC.
0000002205	08/04/2008	MISSION TOOL AND MFG INC.
0000002259	09/18/2008	MISSION TOOL AND MFG INC.
000000725	10/04/2006	NATIONAL METAL STAMPINGS
000000728	10/04/2006	NATIONAL METAL STAMPINGS
0000001512	04/23/2007	NATIONAL METAL STAMPINGS
0000001685	08/13/2007	NATIONAL METAL STAMPINGS
0000001756	10/17/2007	NATIONAL METAL STAMPINGS
0000001758	10/17/2007	NATIONAL METAL STAMPINGS
0000001856	01/07/2008	NATIONAL METAL STAMPINGS
0000001950	02/08/2008	NATIONAL METAL STAMPINGS
0000002129	06/16/2008	NATIONAL METAL STAMPINGS
0000002131	06/16/2008	NATIONAL METAL STAMPINGS
000000743	10/06/2006	OKEY-KO CO., LTD
000000746	10/06/2006	OKEY-KO CO., LTD
000000749	10/09/2006	OKEY-KO CO., LTD
0000001313	02/12/2007	OKEY-KO CO., LTD
0000001319	02/16/2007	OKEY-KO CO., LTD
0000001509	04/23/2007	OKEY-KO CO., LTD
0000001564	05/21/2007	OKEY-KO CO., LTD
0000001597	06/08/2007	OKEY-KO CO., LTD
0000001609	06/12/2007	OKEY-KO CO., LTD
0000001621	06/19/2007	OKEY-KO CO., LTD
0000001645	07/12/2007	OKEY-KO CO., LTD
0000001696	08/14/2007	OKEY-KO CO., LTD
0000001697	08/14/2007	OKEY-KO CO., LTD
0000001763	10/18/2007	OKEY-KO CO., LTD
0000001764	10/18/2007	OKEY-KO CO., LTD
0000001906	01/23/2008	OKEY-KO CO., LTD
0000002952	02/08/2008	OKEY-KO CO., LTD
0000001953	02/08/2008	OKEY-KO CO., LTD
0000002034	04/14/2008	OKEY-KO CO., LTD
0000002126	06/16/2008	OKEY-KO CO., LTD
0000002127	06/16/2008	OKEY-KO CO., LTD
000000764	10/11/2006	RUNNER CORPORATION
000000600	06/11/2007	RUNNER CORPORATION
0000001607	06/12/2007	RUNNER CORPORATION

0000001640	07/12/2007	RUNNER CORPORATION
0000001691	08/13/2007	RUNNER CORPORATION
0000001762	10/18/2007	RUNNER CORPORATION
0000002044	04/18/2008	RUNNER CORPORATION
0000002104	06/03/2008	RUNNER CORPORATION
0000002110	06/06/2008	RUNNER CORPORATION
0000002162	07/07/2008	RUNNER CORPORATION
0000002307	12/12/2008	RUNNER CORPORATION
0000000667	09/29/2006	SOGEN COMPANY
0000000670	10/02/2006	SOGEN COMPANY
0000000686	10/03/2006	SOGEN COMPANY
0000000737	10/05/2006	SOGEN COMPANY
0000001311	02/12/2007	SOGEN COMPANY
0000001545	05/04/2007	SOGEN COMPANY
0000001577	05/25/2007	SOGEN COMPANY
0000001897	01/17/2008	SOGEN COMPANY
0000001904	01/23/2008	SOGEN COMPANY
0000001913	01/25/2008	SOGEN COMPANY
0000001955	02/08/2008	SOGEN COMPANY
0000002032	04/14/2008	SOGEN COMPANY
0000002120	06/12/2008	SOGEN COMPANY
0000002224	08/14/2008	SOGEN COMPANY
0000001991	02/22/2008	TELCO INTERCONTINENTAL CORP
0000002079	05/16/2008	TELCO INTERCONTINENTAL CORP
0000002204	08/04/2008	TELCO INTERCONTTAL CORP
0000019619	09/22/2006	TELCO INTERCONTINENTAL CORP
0000019621	09/22/2006	TELCO INTERCONTINENTAL CORP
0000019622	09/22/2006	TELCO INTERCONTINENTAL CORP
0000001957	02/11/2006	WILKINSON MFG INC.
0000002090	05/27/2008	WILKINSON MFG INC

Axia Incorporated

Contracts

Name	Address1	Address2	Address3	City/State/Zip	Description
ACE American (ACE)	c/o Lockton Companies, LLC	526 West Monroe Street	Suite 601	Chicago, IL 60662	Foreign Package Insurance (Auto, Property, GL, WC)
Aurora Management Partners LLC	10877 Wilshire Boulevard, Suite 2100			Los Angeles, CA 90024	Management Services Agreement dated 12/21/05
Carl Winn	10410 Tuxford Drive			Alpharetta, GA 30022	General Release and Settlement Agreement dated 8/24/07
CT Corporation System	1201 Peachtree Street, NE			Atlanta, GA 30361	Registered Agent Agreement
Donald B. Moritz	P.O. Box 305			Clarendon Hills, IL 60514	Key Employee Posthumous Salary Continuation Plan Agreement dated 9/1/80 with Bliss & Laughlin Industries Incorporated
Donald B. Moritz	285 Stonegate Road			Clarendon Hills, IL 60514	Employment Agreement with Bliss & Laughlin Industries Incorporated (SERP)
Equity Earnings Corp. d/b/a Designer Products	6245 N. 24th Pkwy, Suite 201	Attn: President		Phoenix, AZ 85016	Exclusive License Agreement dated 11/30/98
Equity Earnings Corp. d/b/a Designer Products	6245 N. 24th Parkway	Suite 215		Phoenix, AZ 85016	Patent Assignment Agreement dated 10/13/00
Evan T. Collinsworth, Jr.	1910 Harbourside Drive	# 510		Longboat Key, FL 34228	Key Employee Posthumous Salary Continuation Plan Agreement dated 9/1/80 with Bliss & Laughlin Industries Incorporated

Exec -U-Care Lincoln National Life Insurance Company	2610 Northgate Drive 8801 Indian Hills Drive			Iowa City, IA 52245 Omaha, NE 68114	Group Accident and Health Care Expense Reimbursement Insurance Policy No. GL05-GA-0100
Joseph W. Rose	1341 Middle Gulf Drive	# 5D		Sanibel, FL 33957	Key Employee Posthumous Salary Continuation Plan Agreement dated 9/1/80 with Bliss & Laughlin Industries Incorporated
Prudential Retirement Insurance and Annuity Company	280 Trumbell St.	H07L		Hartford, CT 06103	Administrative Services Agreement for Ames Taping Tools 401(k) Plan dated 2/18/08
Robert J. Robinson	8315 Bluffview Way			Colorado Springs, CO 88919	Key Employee Posthumous Salary Continuation Plan Agreement dated 9/1/80 with Bliss & Laughlin Industries Incorporated
Terry E. Williams	466 Navajo West			Lake Quivira, KS 66217	Employment Agreement dated October 3, 1983 with Axia (SERP)
Timothy J. Beran	1182 Bakers Mill Road			Dacula, Georgia 30019	Employment, Confidentiality and Non-Competition Agreement dated 7/26/05
Willard P. Stetzelberger	11295 Avondale Loop			Hayden Lake, ID 83838	Key Employee Posthumous Salary Continuation Plan Agreement dated 9/1/80 with Bliss & Laughlin Industries Incorporated

Ames Holding Corp.

Contracts

Name	Address1	Address2	Address3	City/State/Zip Code	Description
ACE American (ACE)	c/o Lockton Companies, LLC	526 West Monroe Street	Suite 601	Chicago, IL 60662	Foreign Package Insurance (Auto, Property, GL, WC)
Aurora Management Partners LLC	10877 Wilshire Boulevard	Suite 2100		Los Angeles, CA 90024	Management Services Agreement dated 12/21/05
Carl Winn	10410 Tuxford Drive			Alpharetta, GA 30022	General Release and Settlement Agreement dated 8/24/07
Experian Information Solutions, Inc.	475 Anton Boulevard	Attn: General Counsel		Costa Mesa, CA 92626	Experian Preferred Pricing Agreement (undated)(credit reports)
Factor Systems, Inc. d/b/a Billtrust	1095 Cranbury-South River Road	Suite 3		Jamesburg, NJ 08831	Billtrust Complete Billing Service Agreement dated 7/1/09
Jeff Cronin	234 E. Rawhide Ave.			Gilbert, AZ 85296	Employment, Confidentiality and Non-Competition Agreement dated 11/11/08
Jeffery C. Hope	181 Hollow Springs Drive			Hiram, GA 30141	Employment, Confidentiality and Non-Competition Agreement dated 6/16/08
Michael Hilliard	3190 Ferncliff Commons NE			Atlanta, GA 30324	Employment Agreement dated 3/2/09
MoneyGram Payment Systems, Inc.	3940 South Teller Street	Attn: Vice President or Product Management - Payment Products		Lakewood, CO 80235	MoneyGram Express Payment Service Agreement dated 11/21/08
MoneyGram Payment Systems, Inc.	1550 Utica Avenue South	Attn: Legal Counsel		Minneapolis, MN 55416	MoneyGram Express Payment Service Agreement dated 11/21/09
Recall Total Information Management, Inc.	180 Technology Parkway			Norcross, GA 30092	Recall Document Management Services Agreement dated 6/25/08

Ames Holding Corp.

Real Property Leases

COMPANY	STORE#	VENDOR NAME	Address Line 1	Address Line 2	City	State	Postal Code	CLOSED/OPEN
AMES HOLDING	1409	SOUTHPOINT REALTY PARTNERS, LTD	P.O. BOX 2492		Midland	TX	79702	OPEN

Tapetech Tool Co., Inc.

Contracts

Name	Address1	Address2	Address3	CitySTZip	Description
ACE American (ACE)	c/o Lockton Companies, LLC	526 West Monroe Street	Suite 601	Chicago, IL 60662	Foreign Package Insurance (Auto, Property, GL, WC)
Chausson	Rue Des Usines	Attn: Serge Legac		31150 FENOUILLET	Dealer Volume Rebate Program
Gypsum Management & Supply, Inc.	P. O. Box 1528			Tucker, GA 30085	Solution Partner Program dated as of 5/1/08
Technimat	15 ter rue du Peyrou	ZA du Peyrou 11 130		Sigean, France	Dealer Volume Rebate Program

EXHIBIT B

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
AMES HOLDING CORP., et al.,¹)	Case No. 09-14406 (CSS)
)	
)	Jointly Administered
)	
Debtors.)	Re: Docket No. _____
_____)	

**ORDER GRANTING FIRST OMNIBUS MOTION OF DEBTORS AND
DEBTORS-IN-POSSESSION FOR AN ORDER AUTHORIZING THE
REJECTION OF EXECUTORY CONTRACTS AND LEASES PURSUANT TO
SECTION 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6006**

This matter came to be heard upon the First Omnibus Motion of Debtors and Debtors-in-Possession for an Order Authorizing the Rejection of Executory Contracts and Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 (the "Motion") of Ames Holding Corp., Axia Incorporated, TapeTech Tool Co., Inc., and Ames Taping Tool Systems, Inc. (each a "Debtor;" collectively, the "Debtors") for entry of an order pursuant to section 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to reject some or all of the Contracts identified on Exhibit A to the Motion.²

NOW, THEREFORE, based upon the Motion and all of the proceedings before this Court, and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED that the Motion is GRANTED; and it is further

¹ The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Ames Holding Corp. (6130), Axia Incorporated (5251), TapeTech Tool Co., Inc. (7106), and Ames Taping Tool Systems, Inc. (6440). The Debtors' corporate offices are located at 3350 Breckinridge Boulevard, Suite 100, Duluth, Georgia 30096.

² Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Motion.

ORDERED that the Contracts identified on Exhibit 1 attached hereto are hereby rejected by the Debtors effective as of the date this Order is entered; and it is further

ORDERED that the Contracts identified on Exhibit 2 attached hereto shall be deemed rejected by the Debtors effective as of March 31, 2010; and it is further

ORDERED that any Remaining Contracts identified on Exhibit 3 attached hereto shall be deemed rejected by the Debtors effective on the earlier of the date on which the Debtors deliver a Rejection Notice to the counterparty as to any such Remaining Contract in accordance with the procedure described in the Motion or the Option Period Termination Date; and it is further

ORDERED that nothing in the Motion or this Order shall be deemed or construed as a waiver of any claims that the Debtors have or may have against the counterparty to the Contracts that are rejected as of the date hereof or at a later date pursuant to the terms of this Order (collectively, the "Rejected Contracts"), whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts; and it is further

ORDERED that each counterparty to a Rejected Contract shall have thirty (30) days from the effective date of such rejection to file a written proof of claim against the Debtor which is a party to such Rejected Contract for any breach of contract damages suffered by such counterparty as a result of the rejection of such Rejected Contract; and it is further

ORDERED that, to the extent it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice thereof; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that this Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(TO BE FINALIZED AND PRESENTED AT THE HEARING)

EXHIBIT 2

(TO BE FINALIZED AND PRESENTED AT THE HEARING)

EXHIBIT 3

(TO BE FINALIZED AND PRESENTED AT THE HEARING)