

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)
)
 AMES HOLDING CORP., et al.,¹) Chapter 11
)
) Case No. _____
)
 Debtors.) Joint Administration Pending
)
 _____)

**APPLICATION OF DEBTORS FOR ORDER UNDER 28 U.S.C. § 156(c),
FED. R. BANKR. P. 2002, AND LOCAL RULE 2002-1(f) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF DELAWARE CLAIMS AGENCY
LLC AS CLAIMS, NOTICING, AND BALLOTING AGENT FOR DEBTORS**

Ames Holding Corp. ("Ames Holding"), Axia Incorporated ("Axia"), TapeTech Tool Co., Inc. ("TapeTech"), and Ames Taping Tool Systems, Inc. ("Ames," along with Ames Holding, Axia and TapeTech, each a "Debtor"; collectively, the "Debtors"), as debtors and debtors in possession, by this application (the "Application") seek entry of an Order, pursuant to 28 U.S.C. § 156(c), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing the retention and employment of Delaware Claims Agency LLC ("DCA") as their claims, noticing, and balloting agent ("Claims and Noticing Agent"). In support of this Application, the Debtors rely on the *Declaration of Joseph L. King in Support of the Application of Debtors for Order Under 28 U.S.C. § 156 (c), Fed. R. Bankr. P. 2002, and Local Rule 2002-1(f) Authorizing the Retention and Employment of Delaware Claims Agency LLC as Claims and Noticing Agent for*

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.

the Debtors (the “King Declaration”), attached hereto as Exhibit B, and respectfully represent as follows:

Jurisdiction and Venue

1. On December 14, 2009 (the “Petition Date”), the Debtors each filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue of these chapter 11 cases and this Application in this district is appropriate pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief sought in this Application are 28 U.S.C. § 156(c), Bankruptcy Rule 2002, and Local Rule 2002-1(f).

4. No trustee or examiner has been appointed for any of the Debtors. Each of the Debtors continues to operate its respective business and properties as a debtor in possession pursuant to sections 1107 and 1108 of title 11 of the United States Code (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, pursuant to which the 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 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. Additional details regarding the Debtors' secured obligations are set forth in the Garner Declaration.

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 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 led 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. The Debtors hope to achieve as soft a landing as possible by attempting to manage an orderly transition to a purchaser, through a section 363 sale within the first 90 days of bankruptcy, that is willing and able to purchase substantially all the Debtors' assets. The Debtors intend to file a motion early in

these chapter 11 cases to establish and seek approval of bid procedures for a sale of substantially all of their assets in cooperation with the Lenders.

Relief Requested

11. By this Application, the Debtors seek an order authorizing them to retain and employ DCA as Claims and Noticing Agent in these chapter 11 cases to, among other things (a) maintain, process, and docket claims filed in this chapter 11 case, (b) transmit notices to appropriate parties-in-interest as required by the Bankruptcy Code, the Bankruptcy Rules, and Orders of this Court, and (c) assist the Debtors with the dissemination of solicitation materials relating to a plan of reorganization.

Basis for the Relief Requested

12. The Debtors have identified approximately 2,600 creditors that are expected to file proofs of claims in these cases. The Debtors' creditors must also be provided notice of various bankruptcy events and deadlines and must be sent voting documents in connection with any plan that may be filed by any of the Debtors. To relieve the Bankruptcy Court clerk's office (the "Clerk's Office") of the burdens of receiving, docketing, maintaining, photocopying, and transmitting proofs of claims and notices to be filed in these cases, the Debtors propose to engage DCA as Claims and Noticing Agent in these chapter 11 cases.

13. Bankruptcy Rule 2002 generally regulates the notices that must be provided to creditors and parties-in-interest in bankruptcy cases. Under Bankruptcy Rule 2002, the Court may direct that a person other than the Clerk of the Court give notice of the various matters described in that Rule. Further, 28 U.S.C. § 156(c), which governs the staffing and expenses of the Bankruptcy Court, states in pertinent part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets,

calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the cost of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c). Moreover, Local Rule 2002-1(f) requires that in all cases with more than 200 creditors the debtor must file a motion to retain a noticing agent on the first day of the case or within ten (10) days thereafter. Thus, the Debtors' engagement of DCA as their Claims and Noticing Agent is expressly authorized under Local Rule 2002-1(f), Bankruptcy Rule 2002, and 28 U.S.C. § 156(c).

14. DCA is a firm that specializes in noticing, claims processing, claims reconciliation, distribution, and other administrative tasks in chapter 11 cases. DCA has substantial experience in such matters and has acted or is acting as the official claims and noticing agent in bankruptcy cases in this and other jurisdictions. See, e.g., In re deCode genetics, Inc., Case No. 09-14063 (PJW) (Bankr. D. Del. Nov. 18, 2009); In re DynAmerica Mfg., LLC, Case No. 08-11515 (KG) (Bankr. D. Del. Aug. 15, 2008); In re Nexpak Corp., et al., Case No. 09-11244 (PJW) (Bankr. D. Del. Apr. 15, 2009); In re Opus South Corp., 09-11390 (MFW) (Bankr. D. Del. Apr. 27, 2009); In re Reliant Energy Channelview LP, et al., Case No. 07-11160 (MFW) (Bankr. D. Del. Aug. 22, 2007).

15. On behalf of the Debtors, DCA will send out certain designated notices, maintain claim files and a claims register, and act as voting agent with respect to certain creditors in this case. DCA is fully equipped to handle the volume involved in properly sending the required notices to and processing the claims of creditors and other interested parties in this case.

16. The Debtors anticipate that DCA will perform the following services, if applicable, at the request of the Debtors or the Clerk's Office:

- (a) Prepare and serve required notices in these chapter 11 cases, including:
 - (i) A notice of the commencement of each of these chapter 11 cases and the initial meeting of creditors under Section 341(a) of the Bankruptcy Code in each case;
 - (ii) Notices of objections to claims;
 - (iii) Notices and motions filed by the Debtors in these chapter 11 cases;
 - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization; and
 - (vv) Such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of each of these chapter 11 cases;
- (b) Within five business days after the service of a particular notice, file with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;
- (c) Maintain copies of any proofs of claim and proofs on interest filed in any of these cases;
- (d) Maintain an official claims register for each of these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - (i) The name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - (ii) The date the proof of claim or proof of interest was received by DCA and/or the Court;
 - (iii) The claim number assigned to the proof of claim or proof of interest; and
 - (iv) The asserted amount and classification of the claim;
- (e) Implement necessary security measures to ensure the completeness and integrity of the claims registers;

- (f) Transmit to the Clerk's Office copies of the claims registers on a weekly basis, unless requested by the Clerk's Office on a more or less frequent basis;
- (g) Maintain an up-to-date mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available upon request to the Clerk's Office or any parties-in-interest;
- (h) Provide access to the public for examination of copies of any proofs of claim or proofs of interest filed in each of these cases without charge during regular business hours;
- (i) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers, if directed to do so by the Court, pursuant to Bankruptcy Rule 2002;
- (j) Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders and other requirements;
- (k) Provide temporary employees to process claims, as necessary;
- (l) Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at time prescribe; and
- (m) Provide such other claims processing, noticing, balloting, and administrative services as may be requested from time to time by the Debtors.

17. The Debtors believe that the retention and employment of DCA as Claims and Noticing Agent will expedite service of motions and notices, streamline the claims administration process, and permit the Debtors to focus on their reorganization efforts.

18. The Debtors request that the fees and expenses of DCA incurred in the performance of its duties be treated as an administrative expense of the Debtors' chapter 11 cases and be paid by the Debtors in the ordinary course of business.¹ DCA will submit to the Office of the United States Trustee, on a monthly basis, copies of the invoices it submits to the Debtors for services rendered.

¹ The Debtors do not believe that DCA, as an administrative agent and an adjunct to the Court, is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code or whose compensation is subject to approval of the Court under sections 330 and 331 of the Bankruptcy Code.

19. The Debtors propose to retain DCA on the terms and conditions as set forth in the Services Agreement by and between the Debtors and DCA, entered into as of December 9, 2009 (the "Agreement"), an executed copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Notice and Prior Applications

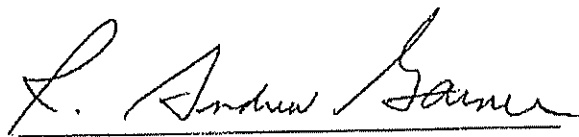
20. No trustee, examiner, or statutory creditors' committee has been appointed in these cases. Notice of this Application has been provided to: (i) the Office of the United States Trustee for

the District of Delaware, (ii) the Debtors' 20 largest unsecured creditors on a consolidated basis, (iii) all secured creditors, and (iv) the IRS. As this Application is seeking first-day relief, notice of this Application and any order entered hereon will be served on all parties required by Del. Bankr. L.R. 9013-1(m). Due to the urgency of the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Application is required.

21. No previous request for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that this Court enter an Order substantially in the form attached hereto as Exhibit C, and grant such other and further relief as this Court deems just and proper.

Dated: December 14, 2009



R. ANDREW GARNER
Vice President and Chief Financial Officer
Ames Holding Corp.
Axia Incorporated
TapeTech Tool Co., Inc.
Ames Taping Tool Systems, Inc.

Exhibit A

Agreement

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SERVICES AGREEMENT

The following services agreement (the "Agreement") sets forth the terms and conditions upon which Delaware Claims Agency, LLC ("DCA"), a Delaware limited liability company whose address is 230 North Market Street, PO Box 515, Wilmington, DE 19801 (Telephone: 800-838-6773) and Ames Taping Tool Systems (the "Client-Debtor") whose address is Breckenridge Boulevard, Suite 100, Duluth, Georgia 30096 agrees to the engagement of DCA to provide bankruptcy administrative services, as outlined herein, to the Client-Debtor.

In consideration of the promises and provisions contained in this Agreement, the Client-Debtor agrees to compensate DCA in accordance with the attached Schedule A. Subject to the approval of the United States Bankruptcy Court for the District of Delaware, DCA and the Client-Debtor hereby agree to the following terms and conditions and hereto enter into this Agreement this 9th day of December, 2009.

Terms and Conditions

1. Definitions

"Bankruptcy administrative services" - shall mean, collectively, any tasks, projects, assignments, responsibilities, obligations, and procedures related to the management of certain records for the pending bankruptcy proceedings referred to herein.

"Bankruptcy Court" - shall mean the United States Bankruptcy Court with jurisdiction to administer the pending bankruptcy proceedings referred to herein.

"Bankruptcy Court Order" - shall mean the order of the United States Bankruptcy Court approving this Agreement.

"Client-Debtor" - shall mean Ames Taping Tool Systems its agents, professionals, employees, licensees, subcontractors and all debtors ordered to be jointly administered in the pending bankruptcy proceedings referred to herein.

"DCA" - shall mean Delaware Claims Agency, LLC, its agents, professionals, employees, licensees and subcontractors.

"Delinquency" - shall mean sixty (60) calendar days from the date of the act, event or occurrence described herein.

2. Term

The effective date of this Agreement shall be, after its acceptance by DCA, either (i) the date of entry on the case docket of the Bankruptcy Court Order approving this Agreement, or (ii) such date as set forth by order of the Bankruptcy Court. This Agreement shall remain in force from its effective date until either (i) a party to this Agreement exercises its rights to effect suspension or termination as provided herein or (ii) by order of the Bankruptcy Court.

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3. Services

a. DCA agrees to provide the Client-Debtor with bankruptcy administrative services consistent with those required during pending bankruptcy proceedings. Details of the bankruptcy administrative services anticipated to be performed are described on the attached Schedule A. DCA further agrees to provide the Client-Debtor, and the Client-Debtor agrees to accept, the advising, consulting, evaluating, and programming necessary to perform bankruptcy administrative services. To the extent that Schedule A does not include services requested by the Client-Debtor, or those required by the Bankruptcy Court, DCA further agrees to render such services subject to the attached Schedule A, provided such services do not extend beyond the scope or normal business practice of DCA.

b. If the Client-Debtor is a public company with registered securities, Client-Debtor agrees that DCA may retain the services of professionals experienced in the specific field of security holder noticing, solicitation and balloting. DCA must provide the Client-Debtor with a pricing and terms proposal from any professional sought to be retained. DCA agrees not to retain such professionals without the expressed consent of the Client-Debtor. Client-Debtor agrees that all charges incurred from the services of such professionals are separate from the attached Schedule A, but hereby included in the terms of paragraph 4 herein.

4. Charges

a. Client-Debtor agrees to timely pay DCA all charges related to this Agreement for professional labor, expenses and services rendered as set forth in the attached Schedule A. DCA agrees to issue monthly invoices to Client-Debtor for charges incurred during the proceeding month for professional labor, expenses and services rendered. Client-Debtor agrees that any and all invoices issued are due and payable upon receipt. In the event of suspension or termination of this Agreement, charges attributed to a monthly base fee shall be pro-rated based on a thirty (30) day calendar month. Client-Debtor shall remain liable for all charges incurred up to and including the date of suspension or termination. In the event any invoice remains unpaid as of thirty (30) days from the date of the invoice, Client-Debtor agrees to pay a late fee calculated as one percent (1%) per month on the remaining unpaid balance accrued from the date of the invoice. In the event of the Client-Debtor's delinquency to remit payment for charges invoiced, DCA reserves the right to petition the Bankruptcy Court for remedies and such further relief as determined by the Bankruptcy Court.

b. In the case of a dispute of any charges appearing on any invoice, Client-Debtor shall give notice to DCA within ten (10) business days of the date of the invoice. Client-Debtor agrees to accompany the notice with a statement identifying the specific charges disputed and a reasonable account for the dispute. Charges identified by the Client-Debtor as in dispute shall not accrue late charges as described herein. Any undisputed charges remaining on an invoice shall continue to be due and payable under the terms set forth above. Any unresolved disputes related to the charges incurred for professional labor, expenses and services rendered shall be brought before the Bankruptcy Court for final determination.

c. Client-Debtor agrees to timely pay DCA for all reasonable and necessary out-of-pocket expenses incurred in performance of this Agreement. Reasonable out-of-pocket expenses may include but are not limited to those for travel, transportation, lodging, meals, communications, postage, and supplies. DCA agrees that all expenses related to travel outside of a one-hundred (100) mile radius of DCA's offices must be approved in advance by Client-Debtor. DCA shall provide Client-Debtor with monthly invoices setting forth in reasonable detail the nature and amounts of such expenses. Upon the request of the Client-Debtor, DCA shall provide receipts, invoices and other statements to evidence the nature and amounts of expenses incurred.

d. In addition to the charges related to this Agreement for professional labor, expenses and services rendered, Client-Debtor agrees to pay or reimburse DCA for all federal, state and local taxes applicable to this Agreement however levied, which are not otherwise the obligation of DCA to collect and pay to taxing authorities. Such taxes specifically do not include personal property taxes or taxes based on net income, but may include without limitation, sales, use and excise taxes.

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e. In addition to the charges related to this Agreement for professional labor, expenses and services rendered, Client-Debtor agrees to pay any charges incurred, subject to the attached Schedule A, related to or arising out of any error or omission created on behalf of the Client-Debtor.

f. To the extent that the attached Schedule A does not include services requested by the Client-Debtor, or those required by the Bankruptcy Court, and DCA further agrees to render such services, DCA shall apply charges consistent with the rates set forth and provided for in Schedule A.

g. Upon the effective date of this Agreement as defined in Section 2 hereof, Client-Debtor shall immediately issue DCA a retainer payment in the amount of \$5,000.00 to be held in escrow and applied against the monthly invoices issued by DCA to the Client-Debtor. In the event Client-Debtor fails to issue the retainer payment or DCA does not receive the retainer payment within fifteen (15) business days of the effective date of this Agreement, DCA reserves the right to suspend or terminate this Agreement as provided herein.

5. Suspension or Termination

a. In the event of either (i) the Client-Debtor's delinquency in payment of charges due and owing as provided in Section 4(a) herein, or (ii) the Client-Debtor's failure to remit the retainer payment as provided for in Section 4(g) herein, DCA reserves the right to request the Bankruptcy Court for immediate suspension of performance of this Agreement. In the event that performance of this Agreement has been suspended due to the occurrence of one of the above conditions, resumption of performance of this Agreement is contingent upon resolution of that condition. Any unresolved matters related to the suspension of performance of this Agreement shall be brought before the Bankruptcy Court for final determination.

b. This Agreement may be terminated by the Client-Debtor, without cause, upon written notice to DCA. The termination shall be effective thirty (30) days from the date of receipt of the written notice by DCA. Client-Debtor shall be liable for all charges incurred up to and including the date of termination.

c. DCA may terminate this Agreement only upon leave from the Bankruptcy Court. DCA reserves the right to request the Bankruptcy Court at any time for an immediate order terminating this Agreement. The effective date of the termination by DCA shall be determined by order of the Bankruptcy Court.

6. Confidentiality

a. DCA acknowledges that this Agreement may be entered into by the parties prior to the Client-Debtor's filing for relief under the United States Bankruptcy Code. In the event this Agreement is entered into prior to the filing of a petition for bankruptcy, DCA agrees not to disclose to any person or third party the nature of this Agreement, the relationship with the Client-Debtor or the Client-Debtor's corporate status.

b. DCA acknowledges its responsibility for confidentiality of the Client-Debtor's records. DCA agrees to exercise reasonable care to preserve the Client-Debtor's confidentiality regarding records. Client-Debtor acknowledges that DCA is subject to the Bankruptcy Court's request for records and other information with respect to the Client-Debtor's pending bankruptcy proceedings. Client-Debtor agrees that DCA's responsibility to preserve confidentiality does not extend to (i) information that is in the public domain at the time of the disclosure to DCA, (ii) information that is considered of public record for the purposes of administering the pending bankruptcy proceedings, (iii) information DCA receives about the Client-Debtor from third parties and (iv) information which is required to be disclosed or produced pursuant to any court order.

c. Client-Debtor agrees that the obligation of DCA to preserve confidentiality expires on three (3) years from the date of termination of this Agreement.

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d. Client-Debtor agrees to preserve the confidentiality of all systems, methods, procedures, software, applications and technology operated by DCA in the course of performing bankruptcy administrative services under the terms of this Agreement.

7. Title, Property and Rights of Ownership

a. Client-Debtor agrees that DCA reserves all title, property and rights to ownership without limitation to all materials, publications, routines, methods, systems, procedures, software, applications, programs and other proprietary interests necessary to perform bankruptcy administrative services under the terms of this Agreement.

b. Client-Debtor agrees that payments received for professional labor, expenses and services rendered do not vest Client-Debtor with any rights to the materials, publications, routines, methods, systems, procedures, software, applications, programs and other proprietary interests of DCA.

c. Client-Debtor agrees that without limitation any materials, publications, routines, methods, systems, procedures, software, applications, and programs related to bankruptcy administrative services developed or enhanced by DCA during the course of this Agreement shall be the exclusive property of DCA.

d. DCA agrees that all data, reports and other tangible work product produced by DCA specifically on behalf of, or at the request of the Client-Debtor during the course of this Agreement shall be deemed Client-Debtor's property.

8. Delivery of Data

Client-Debtor agrees that all data, records, files, reports and other information provided to DCA for performance under this Agreement shall be transported or delivered at the risk, liability and expense of the Client-Debtor. In the event the Client-Debtor fails to deliver any data, records, files, reports or other information in accordance with any proposed and agreed upon schedule, Client-Debtor agrees that DCA may extend, as necessary, the performance of the related bankruptcy administrative services. Client-Debtor further agrees that performance of bankruptcy administrative services may be extended or delayed as a result of either (i) federal holidays and other closures affecting the Bankruptcy Court or (ii) holidays, events and occasions related to the corporate operations of DCA.

9. Warranty

a. DCA agrees to provide a good faith and diligent effort to minimize charges and expenses incurred as the result of errors or omissions created on the behalf of DCA. In the event DCA discovers errors or omissions made on its behalf, DCA accordingly agrees to reasonably adjust all charges and expenses related to or arising out of such errors or omissions and to report them to the Client-Debtor.

b. Client-Debtor agrees that DCA is a repository for certain raw bankruptcy data accumulated during the course of the Client-Debtor's case. Client-Debtor agrees that any such reports of raw bankruptcy data supplied by DCA to the Client-Debtor or its counsel are done so purely as a convenience. Client-Debtor agrees that DCA is not engaged in rendering legal, accounting or other professionals services for which the reports may be relied upon.

c. Client-Debtor agrees that DCA shall not be liable for non-performance or delay of performance of this Agreement if such non-performance or delay arises out of conditions or causes beyond the control of DCA. Such conditions or causes include, but are not limited to, acts of God or public enemy, war, fire, flood, loss of power, mechanical failure, electrical failure, technical failure or governmental order.

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d. Client-Debtor agrees that DCA provides the limited warranty contained herein in lieu of all warranties, expressed or implied, including but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose, use, quality, productiveness or capacity.

10. Limitations of Liability and Indemnification

a. Client-Debtor agrees that it is solely responsible for, without limitation, the accuracy of all data, records, files, and materials submitted to DCA for bankruptcy administrative services performed under this Agreement.

b. Client-Debtor agrees to indemnify and hold harmless DCA from and against any losses, claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees and expenses) other than willful misconduct, gross negligence and bad faith which Client-Debtor may incur as a result of (i) any error in data, records, files, reports, materials or information furnished to DCA, on behalf of the Client-Debtor, required or necessary to perform under this Agreement or (ii) action taken by DCA in good faith or with reliance upon instructions received from the Client-Debtor, for services in connection with, related to or arising out of this Agreement.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of Delaware.

12. General

a. This Agreement may not be amended, altered, or modified without the express written consent of an authorized representative of both parties.

b. This Agreement, together with all of the rights and duties provided for herein shall not be assigned without the express written consent of an authorized representative of both parties.

c. This Agreement shall be subject to the approval of the United States Bankruptcy Court for the District of Delaware.

13. Notices

All notices in connection with, related to or arising under this Agreement shall be given or made upon the respective parties in writing and forwarded to the appropriate addresses that follow:

If to DCA:	Delaware Claims Agency, LLC
	Attn: Joseph L. King
	230 North Market Street, 2 nd Floor
	PO Box 515
	Wilmington, DE 19899-0575
	Phone - (302) 658-1067
	Fax - (302) 658-9167

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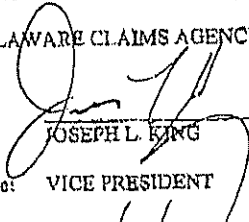
It to Client-Debtor:

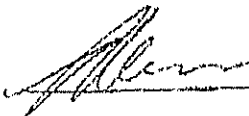
Ames Taping Tool Systems
Attn: Peter Alexander
3350 Breckenridge Boulevard
Suite 100
Duluth, Georgia 30096
Phone - (800) 277-2773 770 243 2642

The parties do hereby acknowledge that they have examined this Agreement, understand it and agree to be bound by its terms and conditions. The parties further agree that this Agreement exists as their exclusive and superseding statement regarding the engagement of Delaware Claims Agency, LLC to provide bankruptcy administration services to Ames Taping Tool Systems.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

DELAWARE CLAIMS AGENCY, LLC

By: 
JOSEPH L. KING
Title: VICE PRESIDENT
Date: 12/9/09

By: 
Title: CHIEF RESTRUCTURING ADVISOR
Date: 12/9/09

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SCHEDULE A

FEES FOR CLAIMS AGENT SERVICES

INTAKE, PROCESSING AND MAINTENANCE:

* Set-up Fee	\$	None
* Creation of Creditor Database by Import		.10/per creditor
* Creation of Creditor Database by Manual Input		hourly rates
* Creditor Database Security & Maintenance		.07/per creditor/per month
* Claims Intake, Examination & Processing		.75/per claim + hourly rates
* Claims Imaging (PDF) for Viewing via Internet		.25/per claim
* Access to Imaged (PDF) Claims via Internet ¹		Waived
* Claims Database/Internet Security & Maintenance		500.00/per month
* Format/Update Claims Registry & Service Lists		hourly rates
* Ballot Intake, Examination & Processing		1.00/per ballot + hourly rates
* Original Document Storage & Security		market rate

SUPPORT SERVICES:

* Service of Notices & Pleadings	\$	Quoted ²
* Electronic Filing of Court Documents (ECF)		.10/per page
* Claim Acknowledgement Notices		.10/per notice + postage
* Assist in Formatting Schedules		hourly rates
* Assist in Claim Objections		hourly rates
* Assist in Claims Analysis and Classification		hourly rates
* Assist in Distribution		hourly rates
* Transfer of Claims		.50/per claim + hourly rates
* Generate Any Report, List, Registry or Schedule		.10/per page + hourly rates

¹ Inclusive to the services offered by DCA is the imaging of claims for 24-hour access and viewing through cooperation with Virtual Docket, LLC at www.virtualdocket.com. Counsel to the Debtors is not charged for access to imaged claims.

² To provide the most effective method for bulk services, DCA will quote each service in relation to its requirements.

DCA

"Preserving the Estate"

* Coordinate Legal Publications as Requested	hourly rates + market rate
* Tabulation and Verification of Plan Voting	hourly rates
* Disbursements	1.00/per release

OTHER:

* Photocopying/Printing/Scanning	\$.10/per page
* Misc. Envelopes	.25/per item
* Misc. Labels	.05/per item
* Facsimiles - outgoing	.50/per page
* Travel by Personal Vehicle	.55/per mile
* Travel Expenses	market rate
* Postage, Delivery, etc.	market rate
* Long Distance and Incoming 800 Calls	market rate

PROFESSIONAL RATES:

The following hourly rates apply to all services performed by DCA professionals. At the discretion of DCA, and when possible and appropriate, all services incurring hourly charges will be delegated to professionals with a lower hourly rate.

* Senior Consultants	\$ 175.00/per hour
* Technical Consultants	150.00/per hour
* Associate Consultants	125.00/per hour
* Processors and Coordinators	65.00/per hour

In the event that services are requested for and performed outside normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), rates will be adjusted upward by twenty percent (20%).

EXPENSES:

Any additional expenses not covered in the fee schedule quoted above will be billed at market cost.

Exhibit B

Declaration

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(Bankr. D. Del. Aug. 15, 2008); In re Nexpak Corp., et al., Case No. 09-11244 (PJW) (Bankr. D. Del. Apr. 15, 2009); In re Opus South Corp., 09-11390 (MFW) (Bankr. D. Del. Apr. 27, 2009); In re Reliant Energy Channelview LP, et al., Case No. 07-11160 (MFW) (Bankr. D. Del. Aug. 22, 2007). Accordingly, I submit that DCA is qualified and competent to serve as Claims and Noticing Agent in these chapter 11 cases.

3. The Debtors propose to employ DCA on the terms set forth in that certain Services Agreement by and between the Debtors and DCA, entered into as of December 9, 2009 (the "Agreement"), a copy of which is attached to the Application as Exhibit A. The services to be performed by DCA as Claims and Noticing Agent are described in the Application.

4. The fees to be charged by DCA are set forth in the DCA Agreement. Most clerical/administrative services are priced on a volume basis, such as copies at \$0.10 each and label creation at \$0.05 per label. To the extent that the Debtors require the assistance of DCA to perform technical support services or other claims-related consulting services, such services shall be priced on a per-hour basis ranging from \$65.00 to \$175.00.

5. The Debtors have proposed, subject to the Court's approval, that the fees and expenses incurred by DCA are to be treated as an administrative expense of the Debtors' chapter 11 estates and will be paid by the Debtors in accordance with the terms of the DCA Agreement, without the necessity of DCA filing formal interim or final fee applications or otherwise complying with the monthly, quarterly or final compensation procedures applicable to professionals.

6. To the best of my knowledge, neither DCA, nor any of its professional personnel, has any relationship with the Debtors, or any potential party in interest, that would impair DCA's ability to serve as the official Claims and Noticing Agent.

7. DCA is not employed by the United States and shall not seek any compensation from the United States. By accepting employment in these cases, DCA waives any rights to receive compensation from the United States with respect to the services provided in this chapter 11 case. DCA is not an agent of the United States and is not acting on behalf of the United States. DCA will not misrepresent facts to the public.

8. DCA does not consider itself to be a professional, but to the extent that it may be deemed to be a professional for purposes of section 327 of the Bankruptcy Code, DCA believes that it is a “disinterested person,” as that term is defined in 11 U.S.C. § 101(14), in that DCA, its management and staff:

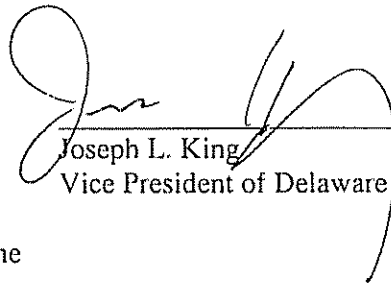
- a. are not creditors, equity security holders or insiders of any of the Debtors;
- b. are not and were not, within two (2) years before the date of the filing of the Debtors’ chapter 11 petitions, directors, officers or employees of any of the Debtors; and
- c. do not hold or represent an interest materially adverse to the interest of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

9. DCA has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, this chapter 11 case. If this Court approves DCA's proposed retention, DCA will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. DCA may, however, provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

10. DCA will not withdraw from providing services as the Claims and Noticing Agent in this matter unless authorized by an order of this Court.

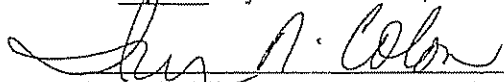
11. On or about December 14, 2009, the Debtors provided a retainer totaling \$5,000 to DCA to be applied against fees and expenses incurred prior to the commencement of the Debtors' cases.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.



Joseph L. King
Vice President of Delaware Claims Agency, LLC

SWORN AND SUBSCRIBED before me
this 14th day of December, 2009.



Notary Public
My Commission Expires: 4/25/2010

IRIZ NEREIDA COLON
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires April 25, 2010

Exhibit C

Proposed Order

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been provided; and the Court having held a hearing with respect to the Application; and it appearing the no other or further notice need be provided; and the Court having deterring that the relief sought in the Application is in the best interests of the Debtors and all parties-in-interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that the Application is granted; and it is further

ORDERED that, pursuant to 28 U.S.C. § 156(c), Bankruptcy Rule 2002, and Local Rule 2002-1(f), Debtors are authorized to retain and employ DCA to perform the services requested in the Application pursuant to the terms of the Agreement; and it is further

ORDERED that the fees and expenses of DCA incurred in the performance of the services described in the Application shall be treated as an administrative expense of the Debtors' chapter 11 cases and shall be paid by the Debtors in the ordinary course of business under the terms of the Agreement; and it is further

ORDERED that the terms of the Agreement are approved; and it is further

ORDERED that the Debtors and DCA are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further

ORDERED that in the event DCA is unable to provide the services set out in this Order, DCA will immediately notify the Clerk's Office and the Debtors' attorneys and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk's Office and Debtors' attorneys; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: _____, 2009
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE