
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. __)*

POWER SOLUTIONS INTERNATIONAL, INC.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

34637R 10 0
(CUSIP Number)

Gary S. Winemaster
c/o Power Solutions International
655 Wheat Lane
Wood Dale, Illinois 60191
(630) 350-9400

Copy to:

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 29, 2011
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSON Gary S. Winemaster		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS PF/OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 27,283,588 ⁽¹⁾	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 27,283,588 ⁽¹⁾	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 27,283,588 ⁽¹⁾		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 86.47% ⁽²⁾		
14	TYPE OF REPORTING PERSON IN		

(1) Includes 20,783,588 shares of the Issuer's common stock issuable upon conversion of the shares of the Issuer's Series A Convertible Preferred Stock beneficially owned by the Reporting Person (giving effect to the limitations on conversion thereof).

(2) Based on 10,770,083 outstanding shares of the Issuer's common stock as of the date of this Schedule 13D. Such beneficial ownership percentage is calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, assuming that no shares of the Issuer's common stock issuable upon conversion of outstanding shares of the Issuer's Series A Convertible Preferred Stock are deemed outstanding other than those shares of the Issuer's common stock issuable upon conversion of the shares of the Issuer's Series A Convertible Preferred Stock beneficially owned by the Reporting Person.

Item 1. Security and Issuer

The class of securities to which this statement on Schedule 13D relates is common stock, par value \$0.001 per share (“Common Stock”), of Power Solutions International, Inc., a Nevada corporation (the “Issuer”). The principal executive offices of the Issuer are located at 655 Wheat Lane, Wood Dale, Illinois 60191.

Item 2. Identity and Background

- (a), (f) This Schedule 13D is being filed by Gary S. Winemaster (the “Reporting Person”), a resident of the United States.
- (b), (c) The Reporting Person’s business address is c/o Power Solutions International, Inc., 655 Wheat Lane, Wood Dale, Illinois 60191. The Reporting Person is the Chairman of the Board, Chief Executive Officer and President of the Issuer. The Issuer is engaged in the business of designing, manufacturing, marketing and distributing and otherwise supplying or providing power systems (and subsystems, components, kits and parts), other engine power products, telematics products and connected asset services to manufacturers and suppliers of off-highway industrial equipment.
- (d) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On April 29, 2011, pursuant to the terms of an Agreement and Plan of Merger, dated April 29, 2011 (the “Merger Agreement”), by and among the Issuer, PSI Merger Sub, Inc., a Delaware corporation that was newly-created as a wholly-owned subsidiary of the Issuer (“Merger Sub”), and The W Group, Inc., a Delaware corporation (“The W Group”), by virtue of the Reverse Merger (as defined and described in Item 4 below), all of the outstanding shares of common stock of The W Group held by the three stockholders of The W Group at the closing of the Reverse Merger converted into an aggregate of 10,000,000 shares of Common Stock and 95,960.90289 shares of Preferred Stock. Immediately prior to the consummation of the Reverse Merger, the Reporting Person was the beneficial owner of 794,444.45 shares of common stock of The W Group, and at the closing of the Reverse Merger, the 794,444.45 shares of common stock of The W Group beneficially owned by the Reporting Person, by virtue of the Reverse Merger and without any action on the part of the Reporting Person, converted into, and the Issuer issued to the Reporting Person, 5,500,000 shares of Common Stock and 52,778.49712 shares of Preferred Stock.

Pursuant to the Purchase and Sale Agreement (as defined and described in detail in Item 4 below), the Reporting Person agreed to purchase from Thomas J. Somodi, a stockholder and the Chief Operating Officer and Chief Financial Officer of The W Group immediately prior to the consummation of the Reverse Merger, and now the Issuer's Chief Operating Officer and Chief Financial Officer, and Mr. Somodi agreed to sell to the Reporting Person, 1,000,000 shares of Common Stock and 9,596.09002 shares of Preferred Stock (in each case without giving effect to the Reverse Split (as defined below)), representing all of the shares of Common Stock and Preferred Stock acquired by Mr. Somodi pursuant to the Merger Agreement, at an initial closing to occur within 90 days following the closing of the Reverse Merger, in exchange for (1) a cash payment equal to \$2,500,000, payable at such initial closing, (2) an additional cash payment equal to \$1,750,000, payable at a subsequent closing, and (3) the Reporting Person's agreement to transfer to Mr. Somodi shares of Common Stock, or cash payment in lieu thereof, upon the Issuer's achievement of certain market value per share of Common Stock milestones, as described in detail in Item 4 below (which information set forth in Item 4 is incorporated herein by reference). It is currently anticipated that the Reporting Person will use personal funds, which may include funds borrowed from third-party financing sources, to purchase the shares of Common Stock and Preferred Stock from Mr. Somodi pursuant to the Purchase and Sale Agreement.

Item 4. Purpose of Transaction

The information set forth in Item 3 and Item 6 is incorporated herein by reference.

On April 29, 2011, the Issuer completed a reverse merger transaction (the "Reverse Merger"), in which Merger Sub merged with and into The W Group and The W Group remained as the surviving corporation of the merger, becoming a wholly-owned subsidiary of the Issuer. The Reverse Merger was consummated under Delaware corporate law pursuant to the Merger Agreement. Concurrently with the closing of the Reverse Merger, the Issuer entered into a purchase agreement (the "Purchase Agreement") with accredited investors and completed a private placement (the "Private Placement") of shares of its newly designated Series A Convertible Preferred Stock, liquidation preference of \$1,000 per share (the "Preferred Stock"), together with warrants to purchase shares of Common Stock, to these accredited investors, receiving total gross proceeds of approximately \$18,000,000. The Reverse Merger and the Private Placement are described in detail in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on May 5, 2011 (the "Form 8-K").

In connection with the consummation of the Reverse Merger and the Private Placement, the Issuer filed a certificate of designation (the "Certificate of Designation"), designating and authorizing the issuance of up to 114,000 shares of Preferred Stock, with the Nevada Secretary of State, and which became effective, on April 29, 2011. Each share of Preferred Stock is initially convertible into shares of Common Stock at any time at the election of the holder thereof, subject to the limitations on conversion set forth in the Certificate of Designation, at an initial conversion price of \$0.375 per share, subject to full ratchet anti-dilution protection and to other adjustments for non-cash dividends, distributions, stock splits or other subdivisions or reclassifications of Common Stock. Giving effect to the Reverse Split, as if it occurred immediately following the closing of the Reverse Merger and the Private Placement, the conversion price at which each

share of Preferred Stock will convert into shares of Common Stock would have been \$12.00 per share. Immediately following the effectiveness of the Reverse Split, each issued and outstanding share of Preferred Stock will automatically convert into a number of shares of Common Stock equal to \$1,000 divided by the conversion price then in effect. No dividends are payable on the Preferred Stock, except that if the Issuer pays dividends on the Common Stock, the Preferred Stock will participate as if, for purposes thereof, each share of Preferred Stock had converted into shares of Common Stock after giving effect to the Reverse Split (i.e., without giving effect to the limitations on conversion set forth in the Certificate of Designation) as of the date immediately prior to the record date for such dividend. In the event the Reverse Split is not effective on or prior to August 27, 2011, each share of Preferred Stock will entitle the holder thereof to receive, when, as and if declared by the Issuer's board of directors, non-cumulative cash dividends, accruing on a daily basis from August 27, 2011, through and including the date on which such dividends are paid, at the annual rate of two percent (2%) of the Preferred Stock liquidation preference. The powers, designations, preferences, limitations, restrictions and relative rights of the Preferred Stock are described in greater detail in the Form 8-K.

In connection with the consummation of the Reverse Merger and the Private Placement, on April 29, 2011, the Issuer entered into a stock repurchase and debt satisfaction agreement (the "Repurchase Agreement") with Ryan Neely, the Issuer's sole director and executive officer immediately prior to the closing of the Reverse Merger, and his wife, Michelle Neely. Pursuant to the Repurchase Agreement, at the time of consummation of the Reverse Merger, (1) the Issuer repurchased 3,000,000 shares of Common Stock from Ryan Neely and Michelle Neely, which represented approximately 79.57% of the shares of Common Stock outstanding immediately prior to the consummation of the Reverse Merger and the Private Placement (without giving effect to the Reverse Split), and immediately thereafter the Issuer cancelled those shares, and (2) Ryan Neely and Michelle Neely terminated all of their right, title and interest in and to, and released the Issuer from any and all obligations it had with respect to, the loans made by Ryan Neely and Michelle Neely to the Issuer from time to time (which, as of the closing of the transactions contemplated by the Repurchase Agreement, were in aggregate principal amount of \$114,156), in exchange for aggregate consideration of \$360,000.

In connection with the consummation of the Reverse Merger and the Private Placement, the Reporting Person and Thomas J. Somodi, entered into a Purchase and Sale Agreement on April 28, 2011 (the "Purchase and Sale Agreement"), which was effective on the closing of the Reverse Merger. Pursuant to the Purchase and Sale Agreement, the Reporting Person agreed to purchase from Mr. Somodi, and Mr. Somodi agreed to sell to the Reporting Person, all of the shares of Common Stock and Preferred Stock acquired by Mr. Somodi pursuant to the Merger Agreement, at an initial closing to occur within 90 days following the closing of the Reverse Merger, in exchange for (1) a cash payment equal to \$2,500,000, payable at such initial closing, (2) an additional cash payment equal to \$1,750,000, payable after the earlier of the hiring by the Issuer of a new Chief Financial Officer (which the Issuer has agreed to endeavor to do as soon as reasonably possible, as discussed below) and April 29, 2013, two years after the closing of the Reverse Merger (provided that the Reporting Person has agreed to make such payment in no event later than the later of 60 days after such earlier date and eight months following the closing of the Reverse Merger), and (3) the Reporting Person's agreement to transfer to Mr. Somodi shares of Common Stock, or cash payment in lieu thereof, upon the Issuer's achievement of certain market value per share of Common Stock milestones, as described in detail below.

Pursuant to the terms of the Purchase and Sale Agreement, after the initial payment of \$2,500,000 at the initial closing, approximately 41% of the shares agreed to be purchased by the Reporting Person (on a pro forma, as-converted basis, without giving effect to any limitations on conversion set forth in the Certificate of Designation) will be held in escrow until the remaining \$1,750,000 payment has been delivered pursuant to the terms of the Purchase and Sale Agreement. At the Reporting Person's election, in lieu of depositing such shares to be held in escrow, the Reporting Person may pledge such shares to Mr. Somodi to secure the Reporting Person's obligation to make the remaining \$1,750,000 payment to Mr. Somodi.

As additional consideration for the acquisition by the Reporting Person of the shares issued to Mr. Somodi in the Reverse Merger, the Reporting Person agreed to deliver to Mr. Somodi, within 90 days of the first date on which the Issuer first achieves Common Stock market value per share milestones as follows: (A) an aggregate of 3,933,333 shares of Common Stock (122,917 shares giving effect to the Reverse Split) after the first period of 10 consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the outstanding Common Stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.6356 (\$20.3392 giving effect to the Reverse Split); (B) an additional aggregate of 4,720,000 shares of Common Stock (147,500 shares giving effect to the Reverse Split) after the first period of 10 consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the outstanding Common Stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.7945 (\$25.424 giving effect to the Reverse Split); and (C) an additional aggregate of 3,146,656 shares of Common Stock (98,333 shares giving effect to the Reverse Split) after the first period of 10 consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the outstanding Common Stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.9534 (\$30.5088 giving effect to the Reverse Split). All share numbers and share prices set forth above are subject to adjustment for stock splits, stock dividends and other similar transactions, as set forth in the Purchase and Sale Agreement. The Reporting Person may, at his sole option and in lieu of delivering shares of Common Stock to Mr. Somodi as described above, elect to make a payment to Mr. Somodi equal to the then-market value of the shares the Reporting Person would otherwise be required to deliver pursuant to the provisions described above. The Reporting Person's obligation will expire if the Issuer has not achieved the applicable market value per share of Common Stock milestones by the fifth anniversary of the closing of the Reverse Merger.

Further, in connection with the consummation of the Reverse Merger and the Private Placement, the board of directors of the Issuer approved the Amended and Restated Bylaws of the Issuer (the "Amended and Restated Bylaws"), to amend and restate the bylaws of the Issuer then in effect, effective immediately. The Amended and Restated Bylaws reflect modifications to generally modernize the bylaws of the Issuer.

Pursuant to the Purchase Agreement, and in connection with the consummation of the Reverse Merger and the Private Placement, the board of directors of the Issuer approved a 1-for-32 reverse stock split of issued and outstanding shares of Common Stock (the "Reverse Split"), immediately following the effectiveness of which every 32 issued and outstanding shares of Common Stock will automatically convert into one share of Common Stock. As discussed

above, immediately following the effectiveness of the Reverse Split, each issued and outstanding share of Preferred Stock will automatically convert into a number of shares of Common Stock equal to \$1,000 divided by the conversion price then in effect.

Further, in connection with the Reverse Merger and the Private Placement, the board of directors of the Issuer approved the merger of the Issuer with and into a Delaware corporation that will be newly-created as a wholly owned subsidiary of the Issuer, which merger will be effected for the purpose of changing the Issuer's jurisdiction of incorporation from Nevada to Delaware (the "Migratory Merger"). The Reverse Split may be effected through the consummation of the Migratory Merger, whereby each 32 shares of Common Stock would be exchanged for one share of common stock of the surviving entity in the Migratory Merger. In such case, the consummation of the Migratory Merger will constitute the Reverse Split. The consummation by the Issuer of each of the Reverse Split and the Migratory Merger is subject to the approval of the Issuer's shareholders.

In connection with the consummation of the Reverse Merger and the Private Placement, Ryan Neely, the Issuer's then-sole executive officer and director, approved (1) the appointment of the following persons to serve as the only executive officers of the Issuer, effective immediately following the closing of the Reverse Merger and the Private Placement: (a) the Reporting Person - Chief Executive Officer and President; (b) Thomas Somodi – Chief Operating Officer and Chief Financial Officer; and (c) Kenneth Winemaster – Senior Vice President and Secretary; (2) the appointment of the Reporting Person to serve as Chairman of the Board of the board of directors of the Issuer effective immediately following the closing of the Reverse Merger and the Private Placement, and (3) the appointment of each of Thomas Somodi, Kenneth Winemaster, Kenneth Landini and H. Samuel Greenawalt to serve as a member of the board of directors of the Issuer effective ten days after the date on which the Issuer files with the SEC and mails to its shareholders the Issuer's information statement in accordance with Rule 14f-1 of the Securities Exchange Act of 1934, as amended (the "Information Statement Date"). In connection therewith, Mr. Neely resigned from his position as the only executive officer of the Issuer effective as of April 29, 2011, immediately following the closing of the Reverse Merger and the Private Placement, and resigned as a director effective as of the Information Statement Date. In addition, the Issuer intends to (and, pursuant to the employment agreement entered into between the Issuer and Mr. Somodi in connection with the closing of the Reverse Merger and Private Placement, the Issuer has agreed to endeavor to) hire a new Chief Financial Officer as soon as reasonably possible, following which Mr. Somodi is expected to continue as the Issuer's Chief Operating Officer.

Pursuant to the Purchase Agreement, and in connection with the Migratory Merger, the Issuer agreed with the investors in the Private Placement on forms of each of the certificate of incorporation and the bylaws for the surviving entity in the Migratory Merger. The forms of each of the certificate of incorporation and the bylaws for the surviving entity in the Migratory Merger, copies of which are attached as exhibits to the Purchase Agreement included as an exhibit to this Schedule 13D, contain provisions similar in some respects to those in the Issuer's current articles of incorporation and the amended and restated bylaws; provided that, among other things, such certificate of incorporation will declassify the Issuer's board of directors.

Pursuant to the terms of the Issuer's current articles of incorporation, the Issuer's board of directors is classified with respect to the terms for which its members will hold office by dividing the members into three classes, with the terms of the directors of one class expiring at each annual meeting of the Issuer's shareholders, subject to the appointment and qualification of their successors. Upon the consummation of the Migratory Merger, and the declassification of the Issuer's board of directors, each of the Issuer's directors will hold office until the next annual meeting of stockholders and until his or her successor is elected and qualified.

Following the closing of the Reverse Merger, on May 2, 2011, the Reporting Person transferred 295.008 shares of Preferred Stock as a gift to Kenneth Landini, who was a member of the board of directors of The W Group immediately prior to the closing of the Reverse Merger and will become a member of the Issuer's board of directors on the Information Statement Date as described above and as described in greater detail in the Form 8-K.

The descriptions and summaries of the Merger Agreement, the Purchase Agreement, the Certificate of Designation, the Repurchase Agreement, the Purchase and Sale Agreement, the Amended and Restated Bylaws and the certificate of incorporation and the bylaws for the surviving entity in the Migratory Merger set forth above in this Item 4 do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, which, in the case of the Merger Agreement, the Purchase Agreement, the Certificate of Designation, the Repurchase Agreement, the Purchase and Sale Agreement and the Amended and Restated Bylaws are included as Exhibits 1, 2, 3, 4, 5 and 6, respectively, to this Schedule 13D and, in the case of the forms of the certificate of incorporation and the bylaws for the surviving entity in the Migratory Merger, are attached as exhibits to the Purchase Agreement included as Exhibit 2, to this Schedule 13D, and are incorporated herein by reference.

Each of the Reverse Split and the Migratory Merger, the Amended and Restated Bylaws, the forms of the certificate of incorporation and the bylaws for the surviving entity in the Migratory Merger and the changes to the executive officers and directors of the Issuer in connection with the consummation of the Reverse Merger and the Private Placement are described in greater detail in the Form 8-K.

The transactions contemplated by the Merger Agreement, the Purchase Agreement and the Purchase and Sale Agreement resulted in, or will result in, as applicable, certain actions specified in Items 4(a) through (j) of Schedule 13D, including the acquisition by a person of additional securities of the Issuer and the disposition of securities of the Issuer, an extraordinary corporate transaction, including the Reverse Merger, the Migratory Merger and the Reverse Split, changes in the board of directors and management of the Issuer as constituted immediately prior to the consummation of the Reverse Merger (including a plan to change the number or term of directors on the board or to fill any existing vacancies on the board), a material change in the capitalization and dividend policy of the Issuer, and changes in the Issuer's charter, bylaws and instruments corresponding thereto. On an ongoing basis, the Reporting Person will review the Issuer's operating, management, business affairs, capital needs and general industry and economic conditions, and, based on such review, the Reporting Person may, from time to time, determine to increase or decrease his ownership of Common Stock, vote to approve an extraordinary corporate transaction with regard to the Issuer or engage in any of the events set forth in Items 4(a) through (j) of Schedule 13D. Except as otherwise provided herein in

connection with the transactions contemplated by the Merger Agreement, the Purchase Agreement and the Purchase and Sale Agreement, the Reporting Person currently has no intention of engaging in any of the events set forth in Items 4(a) through (j) of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a), (b) 10,770,083 shares of Common Stock are outstanding as of May 9, 2011, the date of this Schedule 13D. Based on the foregoing, the 27,283,588 shares of Common Stock (the “Subject Shares”) beneficially owned by the Reporting Person, which includes the 20,783,588 shares of Common Stock issuable upon conversion of the shares of Preferred Stock beneficially owned by the Reporting Person (giving effect to the limitations on conversion thereof), represent approximately 85.47% of the Common Stock outstanding as of the date of this Schedule 13D. Such beneficial ownership percentage is calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, assuming that no shares of Common Stock issuable upon conversion of outstanding shares of Preferred Stock are deemed outstanding other than those shares of Common Stock issuable upon conversion of the shares of Preferred Stock beneficially owned by the Reporting Person.

The Subject Shares include (1) 1,000,000 shares of Common Stock acquired by Thomas Somodi pursuant to the Merger Agreement, and (2) an aggregate of 3,212,670 shares of Common Stock issuable upon conversion of the 9,596.09002 shares of Preferred Stock acquired by Thomas Somodi pursuant to the Merger Agreement, giving effect to the limitations on conversion set forth in the Certificate of Designation (such shares of Common Stock set forth in clauses (1) and (2) hereof being referred to herein as the “Purchase and Sale Shares”), which shares of Common Stock and Preferred Stock the Reporting Person has agreed to purchase pursuant to the Purchase and Sale Agreement.

The Reporting Person has the sole power to vote or direct the vote of, and the sole power to dispose or direct the disposition of, the Subject Shares, other than the Purchase and Sale Shares, subject to the Purchase and Sale Agreement, the Voting Agreement (as defined and described below in Item 6) and the Lock-Up Agreement (as defined and described below in Item 6). Upon the closing of the acquisition by the Reporting Person of the Purchase and Sale Shares from Mr. Somodi pursuant to, and in accordance with, the Purchase and Sale Agreement, the Reporting Person will have the sole power to vote or direct the vote of, and the sole power to dispose or direct the disposition of, the Purchase and Sale Shares, subject to the Purchase and Sale Agreement, the Voting Agreement and the Lock-Up Agreement.

As a result of the limitations on conversion set forth in the Certificate of Designation, the Subject Shares do not include any shares of Common Stock issuable upon conversion of the shares of Preferred Stock beneficially owned by the Reporting Person in excess of such limitations on conversion. On a pro forma basis, as if the Reverse Split was approved by shareholders of the Issuer and consummated concurrently with the closing of the Reverse Merger (and giving effect to the automatic conversion of shares of Preferred Stock into shares of Common Stock upon the effectiveness of the Reverse Split), the Issuer would have outstanding 9,833,333 shares of Common Stock and no shares of Preferred Stock, and the Reporting Person would be the beneficial owner of 5,376,423 shares of Common Stock as of the date of this Schedule 13D, which would represent approximately 54.68% of the Common Stock outstanding as of such date.

(c) Except for the acquisition of shares of Preferred Stock and Common Stock pursuant to the Merger Agreement, and the execution of the Purchase and Sale Agreement, in each case by the Reporting Person, and for the gift of shares of Preferred Stock to Kenneth Landini described

in Item 4 above, in each case as described in this Schedule 13D and in the Form 8-K, the Reporting Person has not effected any transaction in the Common Stock during the past 60 days.

(d) As of the date of this Schedule 13D, Thomas Somodi has the right to receive and the power to direct the receipt of dividends from the 1,000,000 shares of Common Stock and the 9,596.09002 shares of Preferred Stock acquired by Mr. Somodi pursuant to the Merger Agreement, which the Reporting Person has agreed to purchase pursuant to the Purchase and Sale Agreement. Except as set forth in the preceding sentence, no person other than the Reporting Person is known to the Reporting Person to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Subject Shares covered by this Schedule 13D.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth in Item 4 is incorporated herein by reference.

Voting Agreement

In connection with the closing of the Private Placement, on April 29, 2011, each of the shareholders of the Issuer who was a stockholder of The W Group and who received shares in the Reverse Merger, including the Reporting Person, and Kenneth Landini, who received as a gift shares of Preferred Stock from each of the Reporting Person and Kenneth Winemaster following the consummation of the Reverse Merger, as described above, entered into Voting Agreements (the voting agreement entered into by the Reporting Person being referred to herein as the "Voting Agreement"). Pursuant to the Voting Agreement, the Reporting Person agreed to vote his shares of Preferred Stock and Common Stock, as applicable, in favor of the Reverse Split, the Migratory Merger and such other matters as may be necessary or advisable to consummate the transactions contemplated by the Purchase Agreement. Pursuant to the Voting Agreement, the Reporting Person further appointed representatives of certain of the investors in the Private Placement as the Reporting Person's proxy such that, in the event the Reporting Person fails to be counted as present or vote such shareholder's shares in favor of the Reverse Split and the Migratory Merger, then the proxy will have the right to vote such shares in favor of the Reverse Split and the Migratory Merger. In addition, pursuant to the Voting Agreement, until the earlier of the approval of the Reverse Split and the Migratory Merger and the consent of the requisite investors in the Private Placement, the Reporting Person has agreed not to transfer any shares of Common Stock or Preferred Stock, subject to certain specified exceptions (including transfers pursuant to the Purchase and Sale Agreement and the gift of shares of Preferred Stock to Kenneth Landini).

Lock-Up Agreement

Each of the shareholder of the Issuer who was a stockholder of The W Group and who received shares in the Reverse Merger, including the Reporting Person, and Kenneth Landini, who received shares of Preferred Stock as a gift from each of the Reporting Person and Kenneth

Winemaster, as described above, has executed a lock-up agreement (the lock-up agreement entered into by the Reporting Person being referred to herein as the “Lock-Up Agreement”). The Lock-Up Agreement provides that the Reporting Person will not, for a period commencing on April 29, 2011, the date of the Purchase Agreement, and ending on the earlier of the termination of the Purchase Agreement and 180-days following the effective date of the registration statement to be filed by the Issuer pursuant to a registration rights agreement entered into in connection with the Private Placement (the “Private Placement Registration Rights Agreement”), offer, sell or otherwise transfer any shares of Common Stock, any securities substantially similar to Common Stock or any securities convertible into or exercisable for shares of Common Stock (including shares of Preferred Stock), other than in connection with the transactions contemplated by the Purchase Agreement, the Merger Agreement and the Purchase and Sale Agreement, certain gifts of shares, including the gift of shares of Preferred Stock to Mr. Landini described above, and other customary exceptions.

Shareholder Registration Rights Agreement

In connection with the consummation of the Reverse Merger, the Issuer entered into a registration rights agreement with the Reporting Person, Kenneth Winemaster and Thomas Somodi (the “Shareholder Registration Rights Agreement”), pursuant to which the Issuer has agreed to provide to such persons certain piggyback registration rights with respect to shares of the Issuer’s capital stock, including shares issuable upon exercise, conversion or exchange of securities, held by such persons at any time on or after the closing of the Reverse Merger. The piggyback registration rights under the Shareholder Registration Rights Agreement are subject to customary cutbacks and are junior to the piggyback registration rights granted to investors in the Private Placement and to the placement agent for the Private Placement pursuant to the Private Placement Registration Rights Agreement.

Descriptions and summaries of the Voting Agreement, the Lock-Up Agreement and the Shareholder Registration Rights Agreement set forth above in this Item 6 do not purport to be complete and are qualified in their entirety by reference to the full text of such documents (or, in the case of each of the Voting Agreement and the Lock-Up Agreement, forms of such documents), which are included as Exhibits 7, 8 and 9, respectively, to this Schedule 13D and are incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

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|-----------|--|
| Exhibit 1 | Agreement and Plan of Merger, dated as of April 29, 2011 between Format, Inc., PSI Merger Sub, Inc. and The W Group, Inc. (filed as Exhibit 2.1 to the Issuer’s Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference). |
| Exhibit 2 | Purchase Agreement, dated April 29, 2011, among Format, Inc. and the investors in the private placement (filed as Exhibit 10.4 to the Issuer’s Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference). |
| Exhibit 3 | Certificate of Designation of Series A Convertible Preferred Stock of Power Solutions International, Inc. (f/k/a Format, Inc.) (filed as Exhibit 3.1 to the |

Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).

- Exhibit 4 Stock Repurchase and Debt Satisfaction Agreement, dated as of April 29, 2011, between Format, Inc. and Ryan Neely and Michelle Neely (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
- Exhibit 5 Purchase and Sale Agreement, dated April 28, 2011, between Gary Winemaster and Thomas Somodi.
- Exhibit 6 Amended and Restated Bylaws of Power Solutions International, Inc. (f/k/a Format, Inc.) adopted April 29, 2011 (filed as Exhibit 3.2 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
- Exhibit 7 Form of Voting Agreement, dated April 29, 2011, between Power Solutions International, Inc. and each of Gary Winemaster, Kenneth Winemaster, Thomas Somodi and Kenneth Landini (filed as Exhibit 10.5 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
- Exhibit 8 Form of Lock-Up Agreement entered into by each of Gary Winemaster, Kenneth Winemaster, Thomas Somodi and Kenneth Landini (filed as Exhibit 10.8 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
- Exhibit 9 Registration Rights Agreement, dated as of April 29, 2011, among Power Solutions International, Inc. and Gary Winemaster, Kenneth Winemaster and Thomas Somodi (filed as Exhibit 10.8 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 9, 2011

By: /s/ Gary S. Winemaster

Name: Gary S. Winemaster

Exhibit Index

Exhibit 1	Agreement and Plan of Merger, dated as of April 29, 2011 between Format, Inc., PSI Merger Sub, Inc. and The W Group, Inc. (filed as Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
Exhibit 2	Purchase Agreement, dated April 29, 2011, among Format, Inc. and the investors in the private placement (filed as Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
Exhibit 3	Certificate of Designation of Series A Convertible Preferred Stock of Power Solutions International, Inc. (f/k/a Format, Inc.) (filed as Exhibit 3.1 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
Exhibit 4	Stock Repurchase and Debt Satisfaction Agreement, dated as of April 29, 2011, between Format, Inc. and Ryan Neely and Michelle Neely (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed May 5, 2011, and incorporated herein by reference).
Exhibit 5	Purchase and Sale Agreement, dated April 28, 2011, between Gary Winemaster and Thomas Somodi.
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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into as of this 28th day of April, 2011, by and between Thomas J. Somodi ("Seller") and Gary S. Winemaster ("Buyer") and shall be effective on the Closing Date (as defined in the Merger Agreement (as defined below)) (the "Effective Date").

RECITALS

WHEREAS, Seller is the owner of 144,444.44 shares (the "Exchanged Shares") of common stock, par value \$0.0001 per share ("The W Group Common Stock"), of The W Group, Inc., a Delaware corporation ("The W Group").

WHEREAS, The W Group and Seller entered into (1) that certain Employment Agreement, dated as of April 16, 2005 (as amended by that certain Amendment to Employment Agreement, dated as of January 1, 2008, between The W Group and Seller, and as the same may have otherwise been amended, supplemented, restated or modified prior to the date hereof, the "Initial Employment Agreement"), and (2) that certain Subscription Agreement, dated as of April 16, 2005 (as amended by that certain Amendment to Subscription Agreement, dated as of January 1, 2008, between The W Group and Seller, and as the same may have otherwise been amended, supplemented, restated or modified prior to the date hereof, the "Subscription Agreement").

WHEREAS, Format, Inc., a Nevada corporation to be renamed Power Solutions International, Inc. (the "Company"), and The W Group have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among the Company, The W Group and the Company's wholly-owned subsidiary, PSI Merger Sub, Inc., a Delaware corporation ("Merger Sub"), pursuant to which (subject to the terms and conditions contained therein) Merger Sub shall merge with and into The W Group, and The W Group shall continue as the surviving corporation as a wholly-owned subsidiary of the Company (the "Merger").

WHEREAS, pursuant to the Merger Agreement (subject to the terms and conditions contained therein), upon the closing of the Merger, the Company shall issue shares of common stock of the Company, par value \$0.001 per share (such stock and any securities into which such stock may be reclassified after the Effective Date, the "Company Common Stock"), and shares of Series A Convertible Preferred Stock of the Company, par value \$0.001 per share (such stock and any securities into which such stock may be reclassified after the Effective Date, the "Company Preferred Stock"), to the stockholders of The W Group in exchange for all of the outstanding shares of The W Group Common Stock held by such stockholders at the closing of the Merger.

WHEREAS, pursuant to the Merger Agreement (subject to the terms and conditions contained therein), upon the closing of the Merger, Seller is individually entitled to receive 1,000,000 shares of Company Common Stock (subject to proportionate adjustment for stock

splits, stock dividends, stock combinations (including the Reverse Split (as defined in the Merger Agreement)) and similar events after the Effective Date) (the “Seller Common Shares”) and 9,596.09002 shares of Company Preferred Stock (subject to proportionate adjustment for stock splits, stock dividends, stock combinations and similar events after the Effective Date) (the “Seller Preferred Shares” and, together with the Seller Common Shares, the “Seller Shares”) in exchange for the Exchanged Shares.

WHEREAS, on the Effective Date, the Company and Seller will execute and deliver an Employment Agreement, which shall set forth the terms and conditions of Seller’s employment with the Company.

WHEREAS, The W Group and Seller have entered into a Termination Agreement, dated as of the date hereof (the “Termination Agreement”), pursuant to which (subject to the terms and conditions contained therein), on the Effective Date, the Initial Employment Agreement and the Subscription Agreement shall terminate and be of no further force or effect.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Seller Shares, upon the terms and conditions set forth in this Agreement.

WHEREAS, capitalized terms used but not defined elsewhere in this Agreement shall have the meanings assigned to them in Section 4.10 hereof.

NOW, THEREFORE, in consideration of the premises and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Purchase and Sale

Section 1.1 Purchase and Sale of the Seller Shares. Effective as of the Effective Date, Seller and Buyer hereby agree that, on the Sale Closing Date (as defined in Section 1.2), Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of the Seller Shares (including all of Seller’s right, title and interest therein and thereto), free and clear of all Encumbrances (other than any Encumbrance created by Buyer and as expressly provided in Section 1.2), in exchange for the consideration set forth in Section 1.3.

Section 1.2 Closing. Subject to the terms and conditions hereof, the closing of the transactions contemplated by this Agreement (the “Sale Closing”) shall take place at a time and date selected by Buyer by notice to Seller; provided that such date shall be within 90 days after the Effective Date (the date so selected by Buyer, the “Sale Closing Date”). The Closing shall take place at the offices of Katten Muchin Rosenman LLP, 525 West Monroe St., Chicago, Illinois 60661, or at such other place as the parties hereto may agree in writing. At the Sale Closing, (a) Seller shall deliver and convey to Buyer all of the Seller Shares (including all of Seller’s right, title and interest therein and thereto), together with such other documents or instruments of conveyance or transfer as may be necessary or desirable to transfer to and confirm in Buyer all right, title and interest in and to the Seller Shares, free and clear of all Encumbrances (other than any Encumbrance created by Buyer and as expressly provided in this Section 1.2);

provided, however, that 410,000 of the Seller Common Shares (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date) and 3,934.39691 of the Seller Preferred Shares (subject to proportionate adjustment for stock splits, stock dividends, stock combinations and similar events after the Effective Date) shall be deposited with the Escrow Agent (as defined below) pursuant to the Escrow Agreement (as defined below), for release only in accordance therewith (the Seller Common Shares and Seller Preferred Shares deposited with the Escrow Agent pursuant to the Escrow Agreement, collectively, the “Escrowed Shares”), (b) Buyer shall pay the Initial Payment Amount (as defined in Section 1.3(a)) to Seller, by wire transfer in immediately available funds, and (c) Seller and Buyer shall enter into an escrow agreement with an escrow agent selected by Buyer and reasonably acceptable to Seller (the “Escrow Agent”), which escrow agreement shall provide that (i) the Seller Shares deposited with the Escrow Agent pursuant thereto shall be immediately released and delivered to Buyer upon the payment by Buyer to Seller of the Additional Payment Amount (as defined in Section 1.3(b)), (ii) the Seller Shares deposited with the Escrow Agent pursuant thereto shall, at the election of Seller following an Additional Payment Default (as defined in Section 1.3), be forfeited back to Seller (any such election, a “Default Election”) and (iii) Buyer shall be entitled to receive dividends on, and exercise voting rights with respect to, all of the Escrowed Shares while they are on deposit with the Escrow Agent, and which escrow agreement shall otherwise be on terms mutually acceptable to Seller and Buyer (the “Escrow Agreement”). Notwithstanding the foregoing, at the election of Buyer, Seller and Buyer shall enter into a pledge and security agreement, rather than an escrow agreement, whereby Buyer shall pledge the Escrowed Shares (which shall not be encumbered in any way) to Seller to secure Buyer’s obligation to pay the Additional Payment Amount to Seller and Seller will take a first priority lien on such Escrowed Shares, which pledge and security agreement shall be on terms mutually acceptable to Seller and Buyer (and in such case, for purposes hereof, the term “Escrow Agreement” shall mean such pledge and security agreement).

Section 1.3 Consideration for the Purchase of the Seller Share.

(a) Initial Payment. On the Sale Closing Date, upon delivery by Seller of the Seller Shares to Buyer (but subject to the deposit of the Escrowed Shares with the Escrow Agent pursuant to the Escrow Agreement) as set forth in Section 1.2), Buyer shall pay to Seller \$2,500,000 in cash (the “Initial Payment Amount”), by wire transfer of immediately available funds.

(b) Additional Payment. After (but not before) the date (the “Additional Payment Trigger Date”) that is the earlier of (i) the date of the commencement of employment of a new Chief Financial Officer of the Company (replacing Seller in such position) and (ii) the second anniversary of the Effective Date, but in no event later than the date (the “Additional Payment Deadline”) that is the later of (X) the date that is 60 days after the Additional Payment Trigger Date and (Y) the date that is eight months after the Effective Date, Buyer shall pay to Seller \$1,750,000 in cash (the “Additional Payment Amount”), by wire transfer of immediately available funds (provided, however, that if the Additional Payment Date occurs in 2011, Buyer shall use commercially reasonable efforts to make such payment by the last Business Day of 2011). The failure of Buyer to pay to Seller the Additional Payment Amount by the date that is 60 days after the Additional Payment Deadline shall constitute an “Additional Payment Default.” The obligation of Buyer to pay the Additional Payment Amount to Seller shall terminate and be

of no further force or effect upon a Default Election made by Seller following an Additional Payment Default.

(c) Tranche I Shares. Within 90 days following the last day of the Tranche I Vesting Period, Buyer shall deliver and convey to Seller 3,933,333 shares^{1/} of Company Common Stock (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date) (the “Tranche I Shares”), free and clear of all Encumbrances (other than any Encumbrance created by Seller). For purposes hereof, “Tranche I Vesting Period” means the first period of ten (10) consecutive Trading Days commencing after the Commencement Date and ending prior to the Expiration Date on each of at least seven (7) of which the Common Stock Market Value is equal to or greater than \$0.6356^{2/} (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date). In the event that, prior to the occurrence of a Tranche I Vesting Period, the Company is consummating a merger or consolidation with or into another entity in which the Company is not the surviving entity (a “Sale Transaction”) and in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is equal to or greater than \$0.6356 (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date), as determined in good faith by the Company’s board of directors (the “Board”), Buyer shall deliver the Tranche I Shares to Seller prior to such consummation as if the Tranche I Vesting Period had occurred immediately prior thereto. In the event that, prior to the occurrence of a Tranche I Vesting Period, the Company shall consummate a Sale Transaction in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is less than \$0.6356, as determined in good faith by the Board, then, immediately upon consummation of such Sale Transaction, any right of Seller to receive from Buyer, and any obligation of Buyer to deliver to Seller, the Tranche I Shares shall terminate and be of no further force or effect.

(d) Tranche II Shares. Within 90 days following the last day of the Tranche II Vesting Period, Buyer shall deliver and convey to Seller 4,720,000 shares^{3/} of Company Common Stock (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date) (the “Tranche II Shares”), free and clear of all Encumbrances (other than any Encumbrance created by Seller). For purposes hereof, “Tranche II Vesting Period” means the first period of ten (10) consecutive Trading Days commencing after the Commencement Date and ending prior to the Expiration Date on each of at least seven (7) of which the Common Stock Market Value is equal to or greater than \$0.7945^{4/} (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date). In the event that, prior to the occurrence of a Tranche II Vesting Period, the Company is consummating a Sale Transaction in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is equal to or greater than \$0.7945 (subject to proportionate adjustment for stock splits, stock dividends, stock

1/ 122,917 shares giving effect to the Reverse Split as if it occurred on the Effective Date.

2/ \$20.3392 giving effect to the Reverse Split as if it occurred on the Effective Date.

3/ 147,500 shares giving effect to the Reverse Split as if it occurred on the Effective Date.

4/ \$25.424 giving effect to the Reverse Split as if it occurred on the Effective Date.

combinations (including the Reverse Split) and similar events after the Effective Date), as determined in good faith by the Board, Buyer shall deliver the Tranche II Shares to Seller prior to such consummation as if the Tranche II Vesting Period had occurred immediately prior thereto. In the event that, prior to the occurrence of a Tranche II Vesting Period, the Company shall consummate a Sale Transaction in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is less than \$0.7945, as determined in good faith by the Board, then, immediately upon consummation of such Sale Transaction, any right of Seller to receive from Buyer, and any obligation of Buyer to deliver to Seller, the Tranche II Shares shall terminate and be of no further force or effect.

(e) Tranche III Shares. Within 90 days following the last day of the Tranche III Vesting Period, Buyer shall deliver and convey to Seller 3,146,656 shares^{5/} of Company Common Stock (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date) (the “Tranche III Shares” and, collectively with the Tranche I Shares and the Tranche II Shares, the “Tranche Shares”), free and clear of all Encumbrances (other than any Encumbrance created by Seller). For purposes hereof, “Tranche III Vesting Period” means the first period of ten (10) consecutive Trading Days commencing after the Commencement Date and ending prior to the Expiration Date on each of at least seven (7) of which the Common Stock Market Value is equal to or greater than \$0.9534^{6/} (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date). In the event that, prior to the occurrence of a Tranche III Vesting Period, the Company is consummating a Sale Transaction in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is equal to or greater than \$0.9534 (subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the Reverse Split) and similar events after the Effective Date), as determined in good faith by the Board, Buyer shall deliver the Tranche III Shares to Seller prior to such consummation as if the Tranche III Vesting Period had occurred immediately prior thereto. In the event that, prior to the occurrence of a Tranche III Vesting Period, the Company shall consummate a Sale Transaction in which the value of the consideration to be received for each outstanding share of Company Common Stock by the holders thereof is less than \$0.9534, as determined in good faith by the Board, then, immediately upon consummation of such Sale Transaction, any right of Seller or any other person or entity to receive from Buyer, and any obligation of Buyer to deliver to Seller, the Tranche III Shares shall terminate and be of no further force or effect.

(f) Cash Payment Election. Notwithstanding the foregoing, in lieu of delivering shares of Company Common Stock as may required by Section 1.3(c), (d) or (e), and in full satisfaction of Buyer’s obligation (if any) to make such delivery, Buyer may elect to pay to Seller an amount of cash, by wire of transfer of immediately available funds by the delivery deadline set forth in such Section, an amount in cash equal to the product of the applicable threshold Common Stock Market Value (i.e., \$0.6356 in the case of Section 1.3(c), \$0.7945 in the case of Section 1.3(d) and \$0.9534 in the case of Section 1.3(e), in each case subject to proportionate adjustment for stock splits, stock dividends, stock combinations (including the

5/ 98,333 shares giving effect to the Reverse Split as if it occurred on the Effective Date.

6/ \$30.5088 giving effect to the Reverse Split as if it occurred on the Effective Date.

Reverse Split) and similar events after the Effective Date), multiplied by the number of shares of Company Common Stock that Buyer would otherwise be required to deliver pursuant to such Section. Upon any such payment, any obligation of Buyer to deliver shares pursuant to Section 1.3(b), (c) or (d), as applicable, shall terminate and be of no further force or effect.

ARTICLE II

Representations, Warranties and Covenants of Seller

Seller does hereby make the following representations and warranties, as of the date hereof, as of the Effective Date and as of the Sale Closing Date:

Section 2.1 Power and Authority.

(a) Seller has the power and capacity to execute and deliver this Agreement, the Escrow Agreement and each of the other agreements entered into by and between Seller and Buyer in connection with the transactions contemplated hereby (collectively, the “Transaction Documents”), to perform his obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby (collectively, the “Transactions”).

(b) The execution by Seller of this Agreement and each of the other Transaction Documents and the consummation by Seller of the transactions contemplated hereby and thereby (i) do not require the consent, approval, authorization, order, registration or qualification of, or filing with, any governmental or self-regulatory authority or court, or body or arbitrator having jurisdiction over Seller; and (ii) do not and will not (A) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party, or (B) result in a violation of any Requirement of Law applicable to Seller, except in all of the above, where the failure to make such filings or obtain such consents, approvals, authorizations, orders, resignations or qualifications would not, and where such defaults, terminations, amendments, accelerations, cancellations, or violations would not, individually or in the aggregate, reasonably be expected to have a material adverse effect (X) on the Transactions or (Y) on the authority or ability of Seller to enter into and perform his obligations under this Agreement and the other Transaction Documents. For purposes hereof, “Requirement of Law” means any judgment, order (whether temporary, preliminary or permanent), writ, injunction, decree, statute, rule, regulation, notice, law or ordinance and shall also include any rules, regulations and interpretations of any applicable self-regulatory organizations.

Section 2.2 Valid and Enforceable Agreement; Authorization. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors’ rights generally, and (b) general principles of equity. As of the Sale Closing Date, each of the other Transaction Documents to which Seller is a party will have been duly executed and delivered by Seller and will constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be subject to (x) bankruptcy, insolvency, reorganization, moratorium or

other similar laws affecting or relating to enforcement of creditors' rights generally, and (y) general principles of equity.

Section 2.3 Title to Exchanged Shares and Seller Shares. Seller is the sole beneficial owner of, has the sole investment power over (including the sole power to dispose of), and has good and valid title to, the Exchanged Shares, subject to the liens thereon of The W Group's lenders being released on the Effective Date, and at all times on and after the Effective Date through (and including) the Sale Closing Date will be the sole beneficial owner of, have the sole investment power over (including the sole power to dispose of), and have good and valid title to, all of the Seller Shares. At the Sale Closing, Seller shall transfer good and valid title to the Seller Shares to Buyer, free and clear of all Encumbrances (other than any Encumbrance created by Buyer and as expressly provided in Section 1.2). Except pursuant to this Agreement and the Voting Agreement being entered into between Seller and the Company as of the Effective Date, Seller has not, and will not have, at any time, in whole or in part, (i) assigned, transferred, hypothecated, pledged or otherwise disposed of any of the Exchanged Shares or the Seller Shares, or any of Seller's rights in any of the Exchanged Shares or the Seller Shares, or (ii) given any Person any transfer order, power of attorney or other authority of any nature whatsoever with respect to any of the Exchanged Shares or the Seller Shares.

Section 2.4 Legal Proceedings. There is no suit, action, proceeding (including any compliance, enforcement or disciplinary proceeding), arbitration, formal or informal inquiry, audit, inspection, investigation or formal order of investigation of complaint, to which Seller is a party pending or, to the knowledge of Seller, threatened or contemplated, before any court, administrative or regulatory body, governmental authority, arbitrator, mediator or similar body that challenges the validity or propriety of any of the Transactions.

Section 2.5 Securities Laws.

(a) Seller is an "Accredited Investor" as defined in Rule 501(a) of Regulation D ("Regulation D") as promulgated by the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

(b) Seller has received all documents, materials and information which Seller deems necessary or appropriate for evaluating an investment in the Company or which have been requested by Seller and has had a reasonable opportunity to ask questions of the Company and its representatives regarding the Company and the terms and conditions of the Transactions, and the Company has answered all such inquiries that Seller or Seller's representatives have put to it. Seller has had access to all additional information necessary to verify the accuracy of the information set forth in any materials furnished by the Company to Seller, and has taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(c) Seller has such knowledge and experience in finance, securities, investments and other business matters so as to be able to evaluate the merits and risks of the Transactions and protect the interests of Seller in connection with the Transactions.

(d) Seller understands that an investment in the Company Common Stock is a highly speculative venture involving a high degree of financial risk and Seller is familiar with the

various risks of an investment in the Company as proposed herein, and can afford to bear such risks, including the risks of losing Seller's entire investment.

(e) Seller acknowledges that no public market for the Company Common Stock presently exists and none may develop in the future and that Seller may find it difficult or impossible to liquidate Seller's investment in the Company Common Stock at a time when it may be desirable to do so, or at any other time.

(f) Seller has been advised by the Company that none of the Tranche Shares have been registered under the Securities Act; that the Tranche Shares will be issued on the basis of the statutory exemption provided by Section 4(1) of the Securities Act and under available exemptions from state securities laws; that the Transactions have not been reviewed by, passed on or submitted to any federal or state agency or self regulatory organization where an exemption or preemption is being relied upon; and that Buyer's reliance thereon is based in part upon the representations made by Seller in this Agreement.

(g) Seller acknowledges that he has been informed by Buyer of, or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Tranche Shares. In particular, Seller agrees that no sale, assignment or transfer of any of the Tranche Shares shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Tranche Shares is registered under the Securities Act, it being understood that none of the Tranche Shares are currently registered for sale and that the Company has no obligation or intention to so register the Tranche Shares (except pursuant to the Registration Rights Agreement (as defined in the Termination Agreement)), or (ii) such Tranche Shares are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act ("Rule 144"), it being understood that Rule 144 would not be available at the present time for the sale of the Tranche Shares, or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. Seller further understands that, in connection with any sale, assignment or transfer of any of the Tranche Shares or a sale of any of the Tranche Shares pursuant to registration under the Securities Act, Seller shall be required to deliver to the Company (A) an opinion, satisfactory to the Company, of legal counsel acceptable to the Company regarding the availability of exemptions from registration under federal or applicable state securities laws, and (B) such other documents as may be reasonably required by the Company. Each certificate or instrument representing any of the Tranche Shares shall bear a legend substantially to the foregoing effect.

(h) Seller will acquire the Tranche Shares for Seller's own account for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, except pursuant to transactions registered under, or exempt from the registration requirements of, federal and applicable state securities laws, and has no present intention of, or any existing agreements or arrangements with respect to, distributing or selling to others any of the Tranche Shares or granting any participation therein.

(i) The Tranche Shares were not offered to Seller by any means of general solicitation or general advertising.

ARTICLE III
Representations, Warranties and Covenants of Buyer

Buyer does hereby make the following representations and warranties, as of the date hereof, as of the Effective Date and as of the Sale Closing Date:

Section 3.1 Existence and Power.

(a) Buyer has the power and capacity to execute and deliver this Agreement, the Escrow Agreement and each of the other Transaction Documents to which he is a party, to perform his obligations hereunder and thereunder, and to consummate the Transactions.

(b) The execution by Buyer of this Agreement and each of the other Transaction Documents to which he is a party and the consummation by Buyer of the Transactions (i) do not require the consent, approval, authorization, order, registration or qualification of, or filing with, any governmental or self-regulatory authority or court, or body or arbitrator having jurisdiction over Buyer; and (ii) do not and will not (A) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Buyer is a party, or (B) result in a violation of any Requirement of Law applicable to Buyer, except in all of the above, where the failure to make such filings or obtain such consents, approvals, authorizations, orders, resignations or qualifications would not, and where such defaults, terminations, amendments, accelerations, cancellations, or violations would not, individually or in the aggregate, reasonably be expected to have a material adverse effect (X) on the transactions contemplated by this Agreement or the other Transaction Documents or (Y) on the authority or ability of Buyer to enter into and perform his obligations under this Agreement and the other Transaction Documents.

Section 3.2 Valid and Enforceable Agreement; Authorization. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally, and (b) general principles of equity. As of the Sale Closing Date, each of the other Transaction Documents to which Buyer is a party will have been duly executed and delivered by Buyer and will constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforcement may be subject to (x) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally, and (y) general principles of equity.

Section 3.3 Title to Exchanged Shares. Buyer shall transfer good and valid title to any Tranche Shares delivered to Seller pursuant to Section 1.3(c), (d) or (e), free and clear of all Encumbrances (other than any Encumbrance created by Seller).

Section 3.4 Legal Proceedings. There is no suit, action, proceeding (including any compliance, enforcement or disciplinary proceeding), arbitration, formal or informal inquiry,

audit, inspection, investigation or formal order of investigation of complaint, to which Buyer is a party pending or, to the knowledge of Buyer, threatened or contemplated, before any court, administrative or regulatory body, governmental authority, arbitrator, mediator or similar body that challenges the validity or propriety of any of the Transactions.

Section 3.5 Securities Laws.

(a) Buyer is an “Accredited Investor” as defined in Rule 501(a) of Regulation D.

(b) Buyer has received all documents, materials and information which Buyer deems necessary or appropriate for evaluating an investment in the Company or which have been requested by Buyer and has had a reasonable opportunity to ask questions of the Company and its representatives regarding the Company and the terms and conditions of the Transactions, and the Company has answered all such inquiries that Buyer or Buyer’s representatives have put to it. Buyer has had access to all additional information necessary to verify the accuracy of the information set forth in any materials furnished by the Company to Buyer, and has taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(c) Buyer has such knowledge and experience in finance, securities, investments and other business matters so as to be able to evaluate the merits and risks of the Transactions and protect the interests of Buyer in connection with the Transactions.

(d) Buyer understands that an investment in the Company Common Stock is a highly speculative venture involving a high degree of financial risk and Buyer is familiar with the various risks of an investment in the Company as proposed herein, and can afford to bear such risks, including the risks of losing Buyer’s entire investment.

(e) Buyer acknowledges that no public market for the Company Common Stock presently exists and none may develop in the future and that Buyer may find it difficult or impossible to liquidate Buyer’s investment in the Company Common Stock at a time when it may be desirable to do so, or at any other time.

(f) Buyer has been advised by the Company that none of the Seller Shares have been registered under the Securities Act; that the Seller Shares will be issued on the basis of the statutory exemption provided by Section 4(1) of the Securities Act and under available exemptions from state securities laws; that the Transactions have not been reviewed by, passed on or submitted to any federal or state agency or self regulatory organization where an exemption or preemption is being relied upon; and that Seller’s reliance thereon is based in part upon the representations made by Buyer in this Agreement.

(g) Buyer acknowledges that he has been informed by Seller of, or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Seller Shares. In particular, Buyer agrees that no sale, assignment or transfer of any of the Seller Shares shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Seller Shares is registered under the Securities Act, it being understood that none of the Seller Shares are currently registered for sale and that the

Company has no obligation or intention to so register the Seller Shares (except pursuant to the Registration Rights Agreement), or (ii) such Seller Shares are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144, it being understood that Rule 144 would not be available at the present time for the sale of the Seller Shares, or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. Buyer further understands that, in connection with any sale, assignment or transfer of any of the Seller Shares or a sale of any of the Seller Shares pursuant to registration under the Securities Act, Buyer shall be required to deliver to the Company (A) an opinion, satisfactory to the Company, of legal counsel acceptable to the Company regarding the availability of exemptions from registration under federal or applicable state securities laws, and (B) such other documents as may be reasonably required by the Company. Each certificate or instrument representing any of the Securities shall bear a legend substantially to the foregoing effect.

(h) Buyer will acquire the Seller Shares for Buyer's own account for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, except pursuant to transactions registered under, or exempt from the registration requirements of, federal and applicable state securities laws, and has no present intention of, or any existing agreements or arrangements with respect to, distributing or selling to others any of the Seller Shares or granting any participation therein (other than as provided in this Agreement).

(i) The Seller Shares were not offered to Buyer by any means of general solicitation or general advertising.

ARTICLE IV

Miscellaneous Provisions

Section 4.1 Notice. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications for each of Seller and Buyer shall be as set forth on **Schedule I** hereof.

Section 4.2 Entire Agreement. This Agreement, the Escrow Agreement and the other documents and agreements executed in connection with the Transactions embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including any term sheets, emails or draft documents.

Section 4.3 Assignment; Binding Agreement. No party hereto shall assign any or all of its respective rights or obligations under this Agreement without the written consent of the other party hereto. This Agreement and the various rights and obligations arising hereunder shall

inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

Section 4.4 Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile or other electronic transmission shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

Section 4.5 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 4.6 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Illinois for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

Section 4.7 No Third Party Beneficiaries or Other Rights. Nothing herein shall grant to or create in any Person not a party hereto, or any such Person's dependents or heirs, any right to any benefits hereunder, and no such party shall be entitled to sue any party to this Agreement with respect thereto.

Section 4.8 Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by each of the parties hereto. No waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party hereto claimed to have given such waiver or consented thereto. Except to the extent otherwise agreed in writing,

no waiver of any term, condition or other provision of this Agreement, or any breach thereof shall be deemed to be a waiver of any other term, condition or provision or any breach thereof, or any subsequent breach of the same term, condition or provision, nor shall any forbearance to seek a remedy for any noncompliance or breach be deemed to be a waiver of a party's rights and remedies with respect to such noncompliance or breach.

Section 4.9 Construction; Interpretation; Certain Terms. Section, schedule, exhibit, recital and party references are to this Agreement unless otherwise stated. The words "hereof," "herein," "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular section or provision of this Agreement, and reference to a particular section of this Agreement shall include all subsections thereof. The term "including" as used in this Agreement shall mean including, without limitation, and shall not be deemed to indicate an exhaustive enumeration of the items at issue. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. No party hereto, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement.

Section 4.10 Definitions. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in the city of Chicago, Illinois are authorized or required by law to remain closed.

(b) "Commencement Date" means the date that is the later of the Reverse Split Effective Date and the date that is six months after the Sale Closing Date.

(c) "Common Stock Market Value" on any Trading Day means, on such Trading Day, the last reported sale price of the Company Common Stock on the Principal Market on such Trading Day, or if no such sale is made on such day, the mean of the closing bid and asked prices on such Trading Day on the Principal Market.

(d) "Encumbrance" means any mortgage, lien, pledge, charge, security interest, title retention agreement, option, equity or other adverse claim.

(e) "Expiration Date" means the fifth anniversary of the Effective Date.

(f) "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof or any other legal entity.

(g) "Principal Market" means the OTC Bulletin Board (or successor thereto); provided, however, that, if after the Commencement Date the Common Stock is listed on a U.S. national securities exchange, the "Principal Market" shall mean such U.S. national securities exchange; provided, further, that if the Common Stock is not listed on the OTC Bulletin Board (or successor thereto) or a U.S. national securities exchange, "Principal Market" shall mean the principal securities exchange or trading market for the Common Stock.

(h) “Reverse Split Effective Date” means the date on which the Reverse Split (as defined in the Merger Agreement) becomes effective.

(i) “Trading Day” means any day on which the Company Common Stock is traded on the Principal Market; provided that “Trading Day” shall not include any day on which the Company Common Stock is scheduled to trade, or actually trades, on the Principal Market for less than 4.5 hours.

Section 4.11 No Broker. Each party hereto represents and warrants that it has not engaged any third party as broker or finder or incurred or become obligated to pay any broker’s commission or finder’s fee in connection with the Transactions other than such fees and expenses for which it shall be solely responsible.

Section 4.12 Further Assurances. Each of Seller and Buyer hereby agrees to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such other actions, as either party may reasonably request in connection with the Transactions.

Section 4.13 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation hereof.

Section 4.14 Termination. This Agreement shall terminate automatically upon the termination of the Merger Agreement or the Termination Agreement and shall be terminable by any party hereto after May 31, 2011, but prior to the Sale Closing, if the Merger has not been consummated on or prior to such date, except that the right to terminate under this Section 4.14 will not be available to any party hereto whose breach of any of the provisions of, or failure to fulfill any of its obligations under, this Agreement or any other agreement or instrument to which such party is a party has been a principal cause of, or resulted in, the failure to consummate the Merger by such date.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

SELLER:

By: /s/ Thomas J. Somodi
Thomas J. Somodi

BUYER:

By: /s/ Gary S. Winemaster
Gary S. Winemaster

[Signature Page to Purchase and Sale Agreement]

Schedule I

Notice Information

Seller:

Thomas J. Somodi

c/o The W Group
655 Wheat Lane
Wood Dale, IL 60191

Fax: (650) 350-0103

with a copy to:

Freeborn & Peters LLP
311 South Wacker Drive
Suite 3000
Chicago, IL 60606
Attn: Todd R. Southwell, Esq.

Fax: 312-360-6994

Buyer:

Gary S. Winemaster

c/o The W Group
655 Wheat Lane
Wood Dale, IL 60191

Fax: (650) 350-0103

with a copy to:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661-3693
Attn: Mark D. Wood, Esq.

Fax: (312) 577-885