

FORM PTO-1618A
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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET
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OPR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of page of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane I. Song
Name of Person Signing

Jane I. Song
Signature

2/9/00
Date Signed

Execution Copy

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 24, 1999

by and among

HAVERFORD INDUSTRIES, LLC

HAVERFORD VALLEY, L.C.

HIGH PLAINS INVESTMENTS, LLC

PATRICK M. BYRNE

CENTRICUT AUTOMATION, LLC

CENTRICUT MANUFACTURING, LLC

CENTRICUT, LLC

and

HYPERTHERM, INC.

REDACTED

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is dated as of August 24, 1999 (the "Effective Date"), by and among HAVERFORD INDUSTRIES, LLC ("Haverford") a limited liability company organized under the laws of New Hampshire, HAVERFORD VALLEY, L.C. ("Haverford Valley") a limited liability company organized under the laws of Utah, HIGH PLAINS INVESTMENTS, LLC ("High Plains") a limited liability company organized under the laws of Delaware, Patrick M. Byrne ("Byrne"), CENTRICUT MANUFACTURING, LLC ("Centricut Manufacturing"), a limited liability company organized under the laws of New Hampshire, CENTRICUT AUTOMATION, LLC ("Centricut Automation"), a limited liability company organized under the laws of New Hampshire, CENTRICUT, LLC, ("Centricut, Sales"), a limited liability company organized under the laws of New Hampshire (Centricut Manufacturing, Centricut Automation and Centricut Sales being referred to in the singular as a "Centricut Company" and, collectively, as "Centricut" and collectively with Haverford, Haverford Valley, High Plains and Byrne as "Sellers"), and HYPERTHERM, INC., a corporation incorporated in New Hampshire ("Purchaser").

Sellers, through Centricut, own and operate assets used in the design, development, manufacture, distribution and sale of metal cutting or welding equipment or supplies (including computer software) worldwide (the "Business").

Sellers wish to sell, and Purchaser wishes to purchase, the assets used in the Business, subject only to the limitations and exclusions contained in the Agreement and the terms and conditions hereinafter set forth.

ACCORDINGLY, in consideration of the foregoing and the mutual promises of the parties and other good and valuable consideration Sellers and Purchaser each represent, warrant, covenant and agree as follows:

DEFINITIONS

The following terms, when capitalized within this Agreement, shall have the meanings set forth below:

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“Proprietary Rights” means all (A) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (B) trademarks, service marks, trade dress, logos, tradenames, service names and corporate names and registrations and applications for registration thereof, (C) copyrights and registrations and applications for registration thereof, (D) mask works and registrations and applications for registration thereof, (E) computer software, data and documentation, (F) trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (G) URLs, domain names and web pages, and any software and programs used to develop, operate and maintain such pages, (H) other proprietary rights relating to any of the foregoing (including without limitation associated goodwill and remedies

REDACTED



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“Purchased Assets” has the meaning stated in Paragraph 1.2.

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ARTICLE I

TERMS OF THE TRANSACTION

Paragraph 1.1. Purchase and Sale and Transfer of Business, Properties and Purchased Assets and Assumed Liabilities. Subject to and upon the terms and conditions set forth in this Agreement, Sellers will sell, transfer, convey, assign and deliver to Buyer, and Buyer will purchase from Sellers, all right, title and interest of Sellers in and to the Purchased Assets, and will assume the Assumed Liabilities more specifically set forth in Section 1.3 of this Agreement, but not including (a) the Excluded Assets and Liabilities; and (b) assets disposed of by Sellers in the ordinary course of business and not in violation of any provisions of this Agreement after December 31, 1998.

Paragraph 1.2. Identification and Enumeration of Purchased Assets.

The Purchased Assets shall mean all assets owned or leased by the Sellers and used in the Business, whether tangible or intangible, real, personal or mixed, including without limitation the following assets of Sellers, except to the extent that an asset otherwise falling within that category is listed as an Excluded Asset:

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(h) all Proprietary Rights owned or licensed, or used in the Business by the Sellers, including, without limitation, the name and mark "Centricut" and the items listed on Schedule 1.2h;

(k) all goodwill associated with the Business, or the Purchased Assets, together with the right to represent to third parties that Buyer is the successor to the Business.

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herein. Purchaser accepts Pettway's execution of this Agreement on Byrne's behalf, subject to the foregoing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers hereunto duly authorized as of the day, month and year first above written.


HAVERFORD INDUSTRIES, LLC,


By: 
Name: John Pettway
Title: Agent

HAVERFORD VALLEY, L.C.


By: 
Name: John Pettway
Title: Manager

HIGH PLAINS INVESTMENTS, LLC, by its
Managing Member, Haverford Valley, L.C.

By: 
Name: John Pettway
Title: Manager


John B. Pettway by Durable Power of
Attorney for Patrick M. Byrne dated as of
June 4, 1999

CENTRICUT, LLC

By: 
Name: John Pettway
Title: Agent

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