

09-18-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Philips Electronics North America Corporation
9-13-01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: N. J. Semiconductor Products, Inc.
Internal Address: _____
Street Address: 20 Stern Avenue
City: Springfield State: NJ Zip: 07081
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment (Bill of Sale) Merger
 Security Agreement Change of Name
 Other Letter Agreement evidencing execution date
Execution Date: December 20, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/544,593
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,436,270

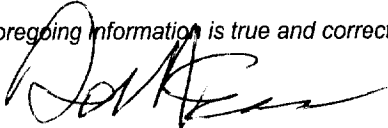
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Caesar, Rivise, Bernstein, Cohen & Pokotilow, Ltd
Internal Address: Attn.: David M. Tener

Street Address: 12th Floor, Seven Penn Center
1635 Market Street
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: **2**
7. Total fee (37 CFR 3.41).....\$ 80.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-0075
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
David M. Tener  September 10, 2001
Name of Person Signing Signature Date

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Total number of pages including cover sheet, attachments, and document: **9**

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002368 FRAME: 0500

BILL OF SALE

THIS BILL OF SALE, dated as of December __, 2000, between PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, a Delaware corporation ("Seller"), and N. J. SEMI-CONDUCTOR PRODUCTS, INC., a New Jersey corporation ("Buyer"), provides:

In consideration of the conveyance made herein, the consideration received therefor by the Seller, and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, the parties agree as follows:

1. Conveyance. Seller hereby grants, bargains, sells, assigns, quitclaims, transfers, sets over and delivers to the Buyer all of Seller's right, title and interest in and to the items of personal property (the "Personal Property") listed on Exhibit "A" attached hereto, which are located in the ECG portion of the Seller's premises located at 1001 Snapps Ferry Road, Greeneville, Tennessee 37744, and which are used in connection with Seller's ECG Products business.

2. Further Assurances. The Seller shall sign, execute and deliver, or cause to be signed, executed and delivered, and do or make, or cause to be done or made, upon the reasonable request of the Buyer, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Buyer for the purpose of or in connection with acquiring or more effectively vesting in the Buyer or evidencing the vesting in the Buyer of all of the right, title and interest of the Seller in and to the Personal Property.

3. Title; No Warranty. Seller warrants that the Personal Property shall be sold to Buyer free and clear of any claims of creditors of Seller. Otherwise, the Personal Property being sold by this Bill of Sale is being purchased by Buyer "AS IS, WHERE IS" and "WITH ALL FAULTS" and the Buyer acknowledges that no warranties of merchantability or fitness for any particular purpose are to be implied in this transaction or in any way imputed to the Seller, and Seller shall indemnify and hold Buyer harmless from any and all claims or actions of any subsequent purchaser of such goods from Buyer. Furthermore, while Seller in good faith believes the ECG Stock Status Report for month ending November 2000 which was received by Buyer accurately reflected the Personal Property at that time, the Personal Property conveyed herein may differ from that which is represented in such statement to the extent there have been any decreases in the Personal Property as the result of shipments made to customers in the ordinary course of business, or increases in the Personal Property due to receipts by Seller in the ordinary course of business.

4. Governing Law. This Bill of Sale shall be governed by, and construed and interpreted under, the laws of the State of Tennessee without reference to conflicts of laws principles.

5. Successors and Assigns Bound and Benefited. This Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS, the parties have set their hands to this Bill of Sale as of the date set forth above.

SELLER:

**PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION,**
a Delaware corporation

By: [Signature]
Name: KENNETH GIBINS
Title: VP & GM

BUYER:

**N. J. SEMI-CONDUCTOR PRODUCTS,
INC.,** a New Jersey corporation

By: [Signature]
Name: Robert K. Hildebrandt
Title: President

EXHIBIT A

(List of Personal Property)

All physical inventory used by Seller for its ECG Products business currently on hand at 1001 Snapps Ferry Road, Greeneville, Tennessee 37744.

All equipment used by Seller for its ECG Products business currently located at 1001 Snapps Ferry Road, Greeneville, Tennessee 37744, including Clean & Brand and Quality Equipment.

All library materials, vendor and customer information and cross reference related databases used by Seller in its ECG Products business.

All content of the ECG Products related website located at www.ccgproducts.com.

The ECG trademark and tradename, and the goodwill associated therewith, subject to the terms and conditions set out in that letter agreement between the parties of even date herewith.

PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

Letter Agreement

December 20, 2000

N.J. Semi-Conductor Products, Inc.
20 Stern Avenue
Springfield, New Jersey 07081
Attention: Mr. Robert Hildebrandt

Re: Asset Sale of ECG Products

Dear Bob:

In connection with the execution of that Bill of Sale dated as of the date of this letter between N.J. Semi-Conductor Products, Inc. (the "Buyer"), and Philips Electronics North America Corporation (the "Seller"), for the purchase and sale, respectively, of those assets described therein as related to our ECG Products business (hereinafter, the "Bill of Sale"), we wish by this letter to memorialize those certain additional agreements which have been made between us, it being our intent that this letter, together with the Bill of Sale, comprise the totality of our agreements with respect to the ECG Products business, whether made orally or in writing, and that all such other agreements be deemed merged into this letter agreement and the Bill of Sale, and be of no further force or effect. If the terms and conditions we have set out in this letter, together with those provided in the Bill of Sale, are agreeable to you on behalf of the Buyer, we request that you evidence such agreement by executing this letter, as its President, in the space provided below.

NOW, THEREFORE, the parties intending to be bound and having received good and legally sufficient consideration, and in addition to those agreements made in the Bill of Sale and the other agreements set forth in this letter, the parties hereby state as follows:

1. **Sale and Purchase of Goods.** Buyer hereby agrees to purchase, and Seller hereby agrees to sell, those assets described in the Bill of Sale (the "Assets"), which are currently located at Seller's place of business at 1001 Snapps Ferry Road, Greencville, Tennessee 37744 (the "Real Property") pursuant to the terms and conditions set forth therein and which are otherwise provided by this letter.
2. **Closing.** The payment of the Purchase Price (as hereinafter defined) by wire transfer and the closing of the subject purchase and sale of the Assets shall be on December ____, 2000 (the "Closing"), at such time and place as the parties shall mutually agree.

3. **Purchase Price.** The total purchase price (the "Purchase Price") for the Assets to be paid by the Buyer at Closing is [REDACTED]

[REDACTED] shall be allocated to the inventory described in the Bill of Sale, with the balance being allocated to the remaining Assets. Seller acknowledges the receipt of Buyer's deposit in the amount of [REDACTED], which shall be applied by Seller to the Purchase Price at Closing. Buyer shall deliver the remainder of the Purchase Price, which is [REDACTED] at Closing by a wire transfer to an account designated by Seller, as Seller shall specify or approve prior to Closing.

4. **Sale of ECG Trademark and Tradename.** The parties acknowledge that among the Assets being transferred hereby and pursuant to the Bill of Sale, Seller has agreed to grant, bargain, sell, assign, quitclaim, transfer, set over and deliver to Buyer any and all of Seller's right, title and interest in and to the ECG trademark and tradename and the goodwill associated therewith. Seller agrees that to the extent it may be necessary and reasonably requested by Buyer after the Closing, it shall sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, reasonably required by the Buyer for the purpose of or in connection with acquiring or more effectively vesting in the buyer or evidencing the vesting in the Buyer of all of the right, title and interest of the Seller in and to the ECG trademark and tradename and the goodwill associated therewith. Notwithstanding the foregoing, however, Buyer agrees that simultaneous herewith (or upon subsequent request by Seller), Buyer shall enter into such agreement or agreements and do all things as may be reasonably necessary or required in order to grant (for no further consideration) Jack Van Horne ("Van Horne") the exclusive right and license to use and register in Canada the trade name (or corporate name derivatives) "ECG Canada", or such similar name or names as Van Horne shall reasonably request, for the purpose of allowing Van Horne to own and operate the ECG Products business in Canada formerly operated by the affiliate of the Seller, Philips Electronics, Ltd.

5. **Temporary Operating Agreement.** In order to allow Buyer sufficient time after the Closing to come onto the Seller's Real Property to remove the Assets and begin making sales and shipments to Buyer's customers, Seller has agreed as follows:

- a) Buyer shall be permitted access by the Seller, consistent with Seller's rights thereto, for a period of up to ninety (90) days after the date of Closing (the "Operations Period"), to come onto and enter an approximately 7,500 square foot area within the Real Property to be designated by Seller (hereinafter referred to as the "Designated Premises"), for the purpose of gaining access to all of the Assets and for conducting such operations and performing such activities as Buyer shall deem reasonably necessary in order to remove the Assets from the Designated Premises and to begin making sales and shipments to Buyer's customers. For purposes of this letter agreement, those activities

Buyer is permitted to perform on the Designated Premises under this Paragraph 5(a) shall be referred to as the "Permitted Activities"; provided that under no circumstances shall Buyer be permitted to conduct any activities on, or make any use of, the Real Property which is inconsistent with those rights of the Seller as set forth from time to time in Seller's lease for the Real Property.

- b) As consideration for the right to come onto the Designated Premises during the Operations Period to perform the Permitted Activities, Buyer agrees to pay to Seller, in addition to the Purchase Price and such other amounts due hereunder, an amount each week which shall equal the annualized amount of [REDACTED] per square foot of the Designated Premises, which is [REDACTED] per week, to be paid in advance, beginning as of the Closing Date, and continuing on the first day of each succeeding week throughout the Operations Period. In the event the Closing Date or the termination of the Operations Period occurs on any day other than the first or last day of the week, the payment for such week required under this Paragraph 5(b) shall be pro-rated with respect to the actual number of days during the week which have elapsed.
- c) In order to further assist Buyer in the removal of all the Assets from the Real Property and begin making sales and shipments to Buyer's customers, Seller agrees to provide for Buyer's use that labor available to Seller's current ECG Products business (the "Labor") for purposes of assisting Buyer in the Permitted Activities during the Operations Period. During such time, all Labor shall remain employees of the Seller, to be directed by supervisors appointed by Seller, subject to those reasonable requests by Buyer.
- d) As consideration for the Labor to be provided by Seller during the Operations Period, Buyer agrees to pay to Seller, in addition to the Purchase Price and such other amounts due hereunder, an amount each week which shall equal, for each Labor member, the rate as currently applied to the Labor member (such rate to vary among the members depending on factors like experience, employment level, etc.), multiplied by the number of hours logged by such member as reported in a master time log to be maintained by Seller and which shall be made available to Buyer for inspection upon request, times a number which shall be 1.35, such total amount to be hereinafter referred to as the "Labor Payment." Seller shall prepare on the Friday of each week during the Operations Period an invoice showing the total Labor Payment owed by Buyer for that week, for delivery to Buyer, and to be paid by no later than seven (7) days thereafter.
- e) Seller shall not be responsible for any costs or charges which may arise as a result of removing or shipping any of the Assets from the Real Property, or as a result of any of the Permitted Activities to be conducted by Buyer; provided, however, that Seller shall advance such shipping costs as may be reasonably

incurred as a result of sales by Buyer to Buyer's customers during the Operations Period, all of which shall be reimbursed by Buyer to Seller on a weekly basis, no later than seven (7) days of receipt of notice of such costs from Seller.

- f) Buyer's failure to make any of the payments due under this Paragraph 5 within seven (7) days after notice from Seller shall give Seller the immediate right to terminate the Operations Period and cease all of Buyer's Permitted Activities on the Premises. Buyer shall indemnify Seller against any and all liabilities, expenses and losses incurred by Seller as a direct or indirect result of (I) the Buyer's failure to perform any covenant required to be performed hereunder, (II) any accident, injury, or damage which shall happen on the Real Property resulting from the negligence or misconduct of Buyer, its employees, agents or representatives, (III) failure of Buyer to comply with any requirements of any governmental authority or Seller's lease; and (IV) any mechanic's lien, security agreement, conditional bill of sale, or chattel mortgage filed against the Real Property due to Buyer's activities thereon. Seller shall be entitled to be reimbursed by Buyer for all costs, attorneys' fees and expenses that shall be necessarily and reasonably paid or incurred by Seller in the enforcement of the terms and conditions of this letter agreement or the Bill of Sale, whether directly or indirectly. Nothing in this letter agreement or the Bill of Sale shall be deemed to create among the parties any type of partnership, joint venture, association, or other type of legal association of any kind whatsoever.
- g) Buyer expressly acknowledges that nothing in this letter agreement or the Bill of Sale requires or is intended to require Seller to assign any of the current ECG accounts, or Seller's rights to provide services to any such customer of ECG, and that Seller is not by this letter agreement or the Bill of Sale making any such assignment.
- h) Seller shall not be responsible for any delays or hindrances in the performance of any of Buyer's Permitted Activities by reasons of strikes, lock-outs, labor trouble, inability to procure materials by virtue of their unavailability, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the Seller.

6. **Existing Accounts Receivable.** Any of the accounts receivable related to the ECG Products business which are incurred and remain outstanding prior to the Closing shall remain the property of Seller. At Seller's request, Buyer agrees to assist in the collection of any such accounts receivable.

7. **Open Purchases.** Seller agrees that no additional purchases shall be made by it as of the Closing hereof without first obtaining Buyer's written approval. To the extent any goods or services have been ordered and paid for by Seller prior to the Closing which have not been included in the determination of the Purchase Price, Buyer agrees to purchase such additional goods or services from Seller at the Seller's cost.

Any goods or services which have been ordered by Seller prior to the Closing, which have not been paid for in advance by Seller, and which are to be received on or after the Closing hercof, Buyer shall have the option of either accepting or rejecting such goods or services.

8. **Miscellaneous.** This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. If any of the terms or provisions herein or the application thereof to any person or circumstances shall, for any reason or to any extent, be held or determined to be invalid or unenforceable, the remainder of this letter agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. Any notice required by this agreement or by law shall be made in writing, signed by a duly authorized agent of the party giving the notice, and sent via private courier, postal service, or telecopy addressed to the last known address of the addressee. The parties and the persons signing this letter agreement represent and warrant that those persons are fully authorized to enter into the terms and conditions of, and to execute, this agreement on behalf of the respective parties. Facsimile signatures shall be deemed originals. This agreement shall be binding and inures to the benefit of each party, its successors, assigns, parents, affiliates, stockholders, agents, directors, officers, attorneys, employees and agents. Each party has been represented, or has had the opportunity for representation, by independent counsel, performed its own independent investigation, and executes this letter agreement after due consultation and deliberation. All headings and captions in this letter agreement are for convenience only, shall not be deemed part of this agreement and in no way define, limit, extend or describe the scope or intent of any provision hereof. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

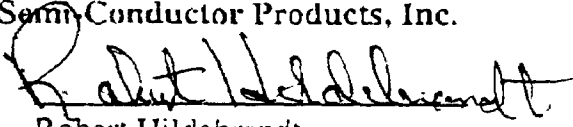
Sincerely,

Philips Electronics North America
Corporation

By: _____
Kenneth Goins, V.P. and General
Manager of Philips Service
Solutions Group

Consented and acknowledged to:
N.J. Semiconductor Products, Inc.

By:


Robert Hildebrandt,
President