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Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 9/27/02
 United States Bankruptcy Court
 District of Massachusetts (Eastern Division)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other United States Court

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Auburn International, Inc.
 Internal Address: _____
 Address: _____
 Street Address: 8 Electronics Avenue
 City: Danvers State: MA Zip: 01923

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts
 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 Merger
 Security Agreement Change of Name
 Other Release of security interest

Execution Date: 4/13/1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1350479, 1935580
2233916, 2165343, 2038622

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: George W. Tuttle
 Internal Address: Holland & Knight LLP

 Street Address: 10 St. James Avenue

 City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
GEORGE W. TUTTLE George W. Tuttle 9/27/2002
 Name of Person Signing Signature Date

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

10/01/2002 DBYRNE 00000172 1350479
01 FC:481
02 FC:482

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Conveying Party: United States Bankruptcy Court, District of Massachusetts
(Eastern Division)

Receiving Party: Auburn International, Inc.

Continuation Sheet of Item 4B

2062946, 2043219, 1350480, 1746847, 2197744, 2035377, 2062080

BOS1 #1279229 v1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)

In Re:

AUBURN INTERNATIONAL, INC.

Debtor.

Case No. 98-21672-CJK
(Chapter 11)

April 13, 1999

ORDER AUTHORIZING DEBTOR TO SELL SUBSTANTIALLY ALL ASSETS IN ACCORDANCE WITH 11 U.S.C. § 363 AND AUTHORIZING THE DEBTOR TO ASSUME AND ASSIGN EXECUTORY CONTRACTS IN ACCORDANCE WITH 11 U.S.C. § 365

Upon the Motion of Auburn International, Inc., the Debtor in the above captioned matter, (the "Debtor" or "Seller"), for Authority to Sell Substantially All Assets of the Estate Free and Clear of Liens, Claims and Encumbrances and to Assume and Assign Certain Executory Contracts (the "Sale Motion") to Oxford Instruments, plc or its nominee ("Oxford" or the "Purchaser"), filed with this Court on or about March 17, 1999, a hearing having been held on April 13, 1999; upon consideration of any objections to the Sale Motion and counter-offers submitted, it appearing that the Debtor has satisfied the requirements of 11 U.S.C. § 363 and § 365, it is hereby found and ordered as follows:

FINDINGS

1. Due notice of the proposed sale of the Debtor's assets to Oxford and the assumption by the Debtor of the executory contracts set forth in the Sale Motion and the assignment of these contracts to Oxford and the hearing date(s) and objection and counteroffer deadline(s) scheduled by the Bankruptcy Court has been given pursuant to the applicable Federal Rules of Bankruptcy Procedure, the Local Rules of this jurisdiction and the orders of this Court.
2. The total consideration to be paid by Oxford for the sale of the Debtor's assets, in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the "Purchase

4-11

Price”) is fair and reasonable and constitutes adequate consideration for the assets to be sold under the Sale Motion.

3. The Seller has no interest in the Purchaser or any party affiliated with the Purchaser.

4. Oxford is a good faith purchaser, as that term is utilized in 11 USC §363(m), and is entitled to the attendant protections of such status.

5. Oxford has not engaged in collusive bidding and the Purchase Price was not controlled by an agreement among potential bidders for the Debtor’s assets.

6. Oxford has provided the Debtor with a good-faith deposit in the amount of \$225,000.00 to be applied to the Purchase Price upon entry of this Order (the “Initial Deposit”).

7. The Debtor has satisfied the requirements of 11 U.S.C. § 363(f).

8. The Debtor has demonstrated “adequate assurance” of future performance by Oxford under the executory contracts to be assumed and assigned in accordance with 11 U.S.C. 365(b).

9. The Debtor has the right to sell its assets and to assume and assign its executory contracts in accordance with applicable provisions of the Bankruptcy Code.

10. Based upon the testimony at the hearing on the Sale Motion and objections thereto, including but not limited to the testimony of Sheila Smith of KPMG, the marketing efforts of the Debtor for the sale of substantially all of its assets were adequate and sufficient.

11. The transaction set forth in the Sale Motion is in the best interest of creditors.

NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:

12. The Sale Motion is hereby allowed.

13. ^{and} Any/all objections to the Sale Motion not otherwise settled or withdrawn are hereby overruled, *[continued on separate sheet]*

14. Upon entry of this Order, the Debtor is authorized to sell its assets to Oxford

Instruments, plc or its nominee ~~is~~, as set forth in the Sale Motion.

15. The sale of the Debtor's assets to Oxford shall be free and clear of all liens, claims and encumbrances, in accordance with 11 U.S.C. §§ 363(b) and (f), with any such liens to attach to the proceeds of the sale in the appropriate order of priority under nonbankruptcy law.

16. At the closing of the sale transaction set forth in the Sale Motion (the "Closing Date"), the Purchaser shall deliver the Purchase Price to the Debtor, less the Initial Deposit, consisting of the following:

- a) Funds in the amount of Three Millions Seven Hundred Seventy-Five Thousand Dollars (\$3,775,000.00) (the "Closing Payment"); and
- b) Funds in the amount of Five Hundred Thousand Dollars (\$500,000.00), to be held in escrow in an interest bearing account by counsel to the ~~Official Committee of~~ *DEBTOR Unsecured Creditors* for a period of six months following the closing date (the "Escrowed Funds").

17. In the event that the Seller or its assignee fails to perform, the Purchaser is entitled to obtain substitute performance in an amount up to \$500,000.00, and any amounts expended by the Purchaser shall be deducted from the Purchase Price and paid by ~~Creditors' Committee~~ *to the DEBTOR* Counsel to the Purchaser from the Escrowed Funds upon request.

18. If the Seller has performed all of its obligations to the Purchaser ~~the~~ during the first three months following the Closing Date, on the ninetieth day following the Closing Date, Counsel to the ~~Creditors' Committee~~ *DEBTOR* shall release Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Escrowed Funds as follows: One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to be paid to Sirrome on account of its secured claim, and One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to be paid to the estate.

19. If the Seller has performed all of its obligations to the Purchaser during the first six months following the Closing Date, the remainder of the Escrowed Funds shall be released from escrow by ~~Creditors' Committee~~ *to the Debtor* Counsel and distributed on the one hundred eightieth day following the Closing Date *AS follows: \$125,000 shall be paid to Sirrome* ~~in accordance with Paragraph 18 above.~~ *AND \$125,000 shall be paid to the estate.*

20. In addition to the Purchase Price, Oxford shall deposit Twenty Five Thousand Dollars (\$25,000.00) into escrow for purpose of funding a retention bonus, which will be released to a designated member of the Transition Team, as that term is defined in the Asset Purchase Agreement, in the event that person remains part of the Transition Team at all times during the six month period following the Closing Date.

21. The Debtor is hereby authorized in accordance with 11 U.S.C. § 365 to assume the executory contracts set forth in the Sale Motion and to assign these executory contracts to the Purchaser, at the Purchaser's election.

22. Any executory contracts assigned to the Purchaser shall be transferred free of all liens, claims or other interests of third parties that arose prior to the Closing Date, and the Purchaser shall only be responsible for obligations under these contracts which first arise or accrue after the Closing Date and shall not be responsible for any costs associated with curing such contracts, such cure costs to remain obligations of the Debtor.

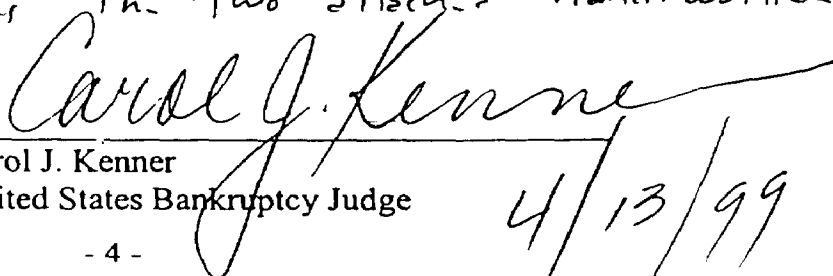
23. Any parties to the executory contracts that are not assumed by the Debtor and assigned to the Purchaser are hereby enjoined and prohibited from the use and exploitation or continued use or exploitation of any trade or service names or marks, copyrights, customer lists, marketing materials or any other assets or interests of the Debtor previously granted or asserted to be granted to the non-Seller parties by the Debtor.

24. The Bankruptcy Court shall retain jurisdiction to enforce this Order.

25. The Debtor is hereby authorized to take any such action and to execute any further document as reasonably necessary to effectuate the terms of this Order and/or to consummate the sale of its assets to Oxford.

26. This Order incorporates the two attached handwritten pages

Dated:
Boston, Massachusetts


Carol J. Kenner
United States Bankruptcy Judge

4/13/99

EXHIBIT B

~~amount of \$2,450,000~~
 Sicom Transferable Tax ^{at closing} \$2,450,000
 will be paid to Sicom for the
 sale proceeds which, together with
 the payments made to Sicom in
 accordance with Paragraphs 18 and 19,
 shall be in full and complete
 satisfaction of any and all claims
 Sicom has ^{AND} or may have against the
 Debtor; (b) Ronald Decker, Mr. Decker
 shall cause Auburn Systems LLC to
 execute and deliver to the Debtor
 a promissory note in the original
 principal amount of \$300,000 which
 note shall (i) be for a term of five
 years, (ii) bear interest at Prime plus
 2.0%, (iii) require quarterly payments
 of interest only and annual principal
 payments from cash flow and (iv)
 be secured by a lien against all
 assets of the maker junior to the
 lien being granted to Purchaser
 and to any future lien granted in
 exchange for financing provided
 by any bona fide institutional
 lender. Ronald Decker shall receive
 a general release of and from
 any and all claims which have
 been or may be asserted by or
 on behalf of the Debtor and
 its bankruptcy estate. The foregoing
 settlements are in the best interests
 of the Debtor's bankruptcy estate
 and its creditors and are hereby
 approved.

~~III~~ The alleged receivable of Montell USA, Inc

is included within the sale to Oxford

Instruments plc provided that the Bankrupt

Court shall retain jurisdiction over the ISW

of Montell's setoff rights, if any, against the

receivable and provided further that the sale

shall not constitute res judicata or

collateral estoppel with respect to

Montell's rights of setoff.