


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Aircraft Modular Products, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>BE Aerospace, Inc.</u> Internal _____ Address: _____ Street Address: <u>1400 Corporate Center Way</u> City: <u>Wellington</u> State: <u>FL</u> Zip: <u>33414</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u> Execution Date: <u>04/16/1998</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>2,194,725</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lisa M. Thomas, Esq.</u> Internal Address: <u>Gardner, Carton & Douglas</u> <u>Suite 3700</u> Street Address: <u>191 North Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>07-0181</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Lisa M. Thomas, Esq.</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>February 16, 2004</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> <small>Total number of pages including cover sheet, attachments, and document: 12</small> </div>		

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

Between

STANFORD AEROSPACE GROUP, INC.

and

BE AEROSPACE, INC.

Dated as of April 16, 1998

ASSET PURCHASE AGREEMENT, dated as of April 16, 1998, between STANFORD AEROSPACE GROUP, INC., a Florida corporation ("SAG"), and BE AEROSPACE, INC., a Delaware corporation (the "Purchaser").

WITNESSETH:

WHEREAS, RTE ACQUISITION CORPORATION, a Florida corporation (the "Company"), and its Subsidiaries (as defined below) are engaged in the business of designing, engineering, manufacturing, servicing and selling on a worldwide basis corporate and commercial aircraft seating products and custom aircraft interior products, including, without limitation, cabinetry, sidewalls, bulkheads, credenzas, closets, galley structures, lavatories, tables and spare parts, and such other business which prior to the date hereof has been conducted by the Company and its subsidiaries (the "Business"); and

WHEREAS, SAG desires to cause the Company and its Subsidiaries to sell to the Purchaser, and the Purchaser desires to purchase from the Company and its Subsidiaries, the Business, including, without limitation, all right, title and interest of the Company and its Subsidiaries in and to certain property and certain assets of the Business, and in connection therewith the Purchaser is willing to assume certain liabilities of the Company and its Subsidiaries relating thereto, all as more fully described herein and upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Purchaser and SAG hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Acquisition Documents" has the meaning specified in Section 8.01.

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Intellectual Property" means (a) inventions, whether or not patentable, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications, (b) national (including the United States) and multinational statutory invention registrations, patents, patent registrations and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all improvements to the inventions disclosed in each such registration, patent or application, (c) trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, (d) copyrights (registered or otherwise) and registrations and applications for registration thereof, (e) computer software, including, without limitation, source code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, data and documentation, (f) trade secrets and confidential, technical and business information (including ideas, formulas, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice), (g) technology (including know-how and show-how), manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (h) copies and tangible embodiments of all the foregoing, in whatever form or medium, (i) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, and (j) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Licensed Intellectual Property" means all Intellectual Property licensed or sublicensed to the Company or any Subsidiary from a third party.

"Owned Intellectual Property" means all Intellectual Property owned by the Company or any Subsidiary.

NYDOCS02/778014 3

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"Subsidiaries" means Aircraft Modular Products, Inc., KP Property Management Corporation, RTE Holdings, Inc., Aircraft Modular Products International, Inc., Prototype Express, Inc., and RTE Aviation Designs Studio, Inc.

"Tangible Personal Property" has the meaning specified in Section 3.21.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

SECTION 2.01. Assets to Be Sold; Excluded Assets. (a) On the terms and subject to the conditions of this Agreement, SAG shall cause the Company and its Subsidiaries to, on the Closing Date, sell, assign, transfer, convey and deliver to the Purchaser or cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, and the Purchaser shall purchase from the Company and its Subsidiaries, on the Closing Date, all the assets, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, directly or indirectly owned by the Company

NYDCS02/278014 3

10

and its Subsidiaries or to which any of them is directly or indirectly entitled and, in any case, belonging to or used or intended to be used in the Business, other than the Excluded Assets (the assets to be purchased by the Purchaser being referred to as the "Assets"), including, without limitation, the following:

(x) all the Company's and its Subsidiaries' right, title and interest in, to and under the Owned Intellectual Property and the Licensed Intellectual Property;

NYDOCS02/278014 3

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SECTION 3.19. Intellectual Property. (a) Section 3.19(a)(i) of the Disclosure Schedule sets forth a true and complete list and a brief description, including a complete identification of each patent and patent application and each registration or application for registration thereof, of all Owned Intellectual Property and Section 3.19(a)(ii) of the Disclosure Schedule sets forth a true and complete list and a brief description, including a description of

NYDOCS02/278014 3

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any license or sublicense thereof, of all Licensed Intellectual Property. Except as otherwise described in Section 3.19(a)(i) of the Disclosure Schedule, in each case where a registration or patent or application for registration or patent listed in Section 3.19(a)(i) of the Disclosure Schedule is held by assignment, the assignment has been duly recorded with the State or national Trademark Office from which the original registration issued or before which the application for registration is pending. Except as disclosed in Section 3.19(a)(iii) of the Disclosure Schedule, the rights of the Company or any Subsidiary, as the case may be, in or to such Intellectual Property do not conflict with or infringe on the rights of any other Person, and neither SAG or the Company, nor any Subsidiary, has received any written claim or written notice from any Person, to such effect.

(b) Except as disclosed in Section 3.19(b) of the Disclosure Schedule:

(i) all the Owned Intellectual Property is owned by either the Company or a Subsidiary, as the case may be, free and clear of any Encumbrance and (ii) no Actions have been made or asserted or are pending (nor, to the best knowledge of the Company, has any such Action been threatened) against the Company or any Subsidiary either (A) based upon or challenging or seeking to deny or restrict the use by the Company or any Subsidiary of any of the Owned Intellectual Property or (B) alleging that any services provided, or products manufactured or sold by the Company or any Subsidiary are being provided, manufactured or sold in violation of any patents or trademarks, or any other rights of any Person. To the best knowledge of the Company, no Person is using any patents, copyrights, trademarks, service marks, trade names, trade secrets or similar property that are confusingly similar to the Owned Intellectual Property or that infringe upon the Owned Intellectual Property or upon the rights of the Company or any Subsidiary therein. Except as disclosed in Section 3.19(b) of the Disclosure Schedule, neither SAG or the Company, nor any Subsidiary, has granted any license or other right to any other Person with respect to the Owned Intellectual Property.

55

IN WITNESS WHEREOF, SAG and the Purchaser have caused their respective officers thereunto duly authorized to execute this Agreement as of the date first written above.

BE AEROSPACE, INC.

By: _____
Name:
Title:

STANFORD AEROSPACE GROUP, INC.

By: *Roland Perry*
Name:
Title: *vice president*

NYDOC902/278014 3

IN WITNESS WHEREOF, SAG and the Purchaser have caused their respective officers thereunto duly authorized to execute this Agreement as of the date first written above.

BE AEROSPACE, INC.

By: *Thomas P. McLaughlin*
Name:
Title: *Corp. Sv. VP & CFO*

STANFORD AEROSPACE GROUP, INC.

By: _____
Name:
Title:

NYDOC502/278014 1

ASSET PURCHASE AGREEMENT
BETWEEN
STANFORD AEROSPACE GROUP, INC.
AND
BE AEROSPACE, INC.
DISCLOSURE SCHEDULE 3.19(a)(i)
PATENT LIST

3. Trademark applications for the following names have been filed with the U.S. Department of Commerce Patent and Trademark Office on the dates indicated below. All applications are pending at this time and have been previously furnished:
 - a. Aircraft Modular Products January 13, 1997