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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): Tower Electronics, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Advanced Energy Industries, Inc. Internal Address: Street Address: 1625 Sharp Point Drive City: Fort Collins State: CO Zip: 80525 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] 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 [x] Other Share Purchase Agreement Execution Date: 8/11/97

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1594012 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Benjamin Hudson, Jr. Internal Address: Street Address: 1625 Sharp Point Drive City: Fort Collins State: CO Zip: 80525

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 501539

DO NOT USE THIS SPACE

9. Signature: Benjamin Hudson, Jr. Signature Date 7/21/2003

Total number of pages including cover sheet, attachments, and document: 13

08/13/2003 EC00PER 00000074 501539 1594012 01 FC:8521 40.00 DA

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

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**SHARE PURCHASE AGREEMENT**

**AMONG**

**ADVANCED ENERGY INDUSTRIES, INC.**

**TOWER ELECTRONICS, INC. and**

**ROGER C. HERTEL**

**Dated as of August 11, 1997**

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## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT, is made as of August 11, 1997 by and among Advanced Energy Industries, Inc., a Delaware corporation ("*Purchaser*"), having its principal place of business at 1625 Sharp Point Drive, Fort Collins, Colorado 80525, Roger C. Hertel ("*Seller*"), residing at 10904 Cade Circle, Austin, Texas 78726 and Tower Electronics, Inc., a Minnesota corporation (the "*Company*"), having its principal place of business at 281 South Commerce Circle, Fridley, Minnesota 55432.

### RECITALS

A. The Company is engaged in the business of developing, manufacturing, marketing, distributing, and servicing certain power supplies, including custom, high-performance, switching power supplies and DC/DC converters for customers who supply equipment to manufacturers of medical, telecommunication, industrial, night vision and computer system products (the "*Business*").

B. Seller is the owner of all of the issued and outstanding stock of the Company.

C. Seller and Purchaser have entered into a non-binding Letter of Intent, dated June 19, 1997, stating that Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all the issued and outstanding stock of the Company on the terms and conditions set forth in this Agreement.

In consideration of the promises and respective representations, warranties, mutual covenants, agreements and indemnities herein contained, the parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS AND USE OF TERMS

1.1 **Definitions.** The following terms shall have the meanings specified below:

"*Applicable Law*" shall include any law, rule, regulation, order, injunction, notice, approval or judgment of any federal, national, state, provincial or local government or governmental department, agency, board or the like, which applies to any asset or the Business, and any contract with any such government or governmental department, agency or board relating to compliance with any of the foregoing.

"*Audited Financial Statements*" shall have the meaning given in Section 4.4 of this Agreement.

"*Aviation Purchase Price*" shall have the meaning given in Section 2.5 of this Agreement.

"*Business*" shall have the meaning given in Recital A.

"Closing" has the meaning given in Section 3.1 of this Agreement.

"Closing Date" has the meaning given in Section 3.1 of this Agreement.

"Closing Date Financial Information" has the meaning given in Section 4.4(a) of this Agreement.

"Code" means the Internal Revenue Code of 1986.

"Company" means Tower Electronic, Inc., a Minnesota corporation.

"Company 1998 Sales" shall mean the net revenues of Tower determined in accordance with GAAP, provided, however, if any sales of the Company's products (i) result primarily from the contacts of or sales efforts by Purchaser's sales staff (as opposed to sales resulting from contacts of or sales efforts made by the Company in the ordinary course of business) and (ii) involve products not presently being offered by the Company, such sales shall not be included in the net revenues of the Company unless such excluded sales had the effect of displacing other business. It is acknowledged and agreed that the Company 1998 Sales shall be conducted in the ordinary course of business.

"Contingent Purchase Price" has the meaning given in Section 2.3 of this Agreement.

"Employee Plans" has the meaning given in Section 4.16(a) of this Agreement.

"Financials" has the meaning given in Section 4.4(a) of this Agreement.

"Fixed Purchase Price" has the meaning given in Section 2.2 of this Agreement.

"401(k) Plan" shall mean the Company's 401(k) plan established pursuant to the terms of the Tower Electronics, Inc. 401(k) Plan and Trust Agreement dated as of August 1, 1996.

"GAAP" means generally accepted accounting principles.

"Hazardous Substance" means any asbestos, petroleum or any substance, pollutant, contaminant or toxic material defined or designated a hazardous or toxic waste, hazardous or toxic material or hazardous or toxic substance or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect, including any material or substance which is so designated or defined in (a) the Federal Water Pollution Control Act, 33 USC Section 1251 et seq., (b) the Federal Resource Conservation and Recovery Act 42 USC Section 6901 et seq., (c) the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601 et seq. or (d) the Hazardous Material Transportation Act 49 USC Section 1801 et seq., or any other material produced, discharged or emitted by the Company other than products intended to be sold in the usual and ordinary course of business.

"Indemnitee" has the meaning given in Section 8.3(a) of this Agreement.

"*Indemnitor*" has the meaning given in Section 8.3(a) of this Agreement.

"*Intellectual Property*" has the meaning given in Section 4.15 of this Agreement.

"*Line of Credit*" shall mean funds available to the Company pursuant to the terms of that certain Combination Promissory Note and Loan Agreement (Revolving) entered into between the First Bank National Association, Minneapolis, MN and the Company as of February 12, 1997, or any similar or replacement source of funds to the Company.

"*Latest Financial Statements*" has the meaning set out in Section 4.4(a).

"*Lease*" means that lease for the Premises dated as of September 20, 1995, by and between Trustee Group Realty Partners I, a general partnership, and the Company.

"*Loss*" shall mean any liability, loss, damage, claim, cost, deficiency, obligation, or expense (including any penalty and any reasonable legal fees and costs) incurred, assessed or sustained by a party.

"*Note*" shall mean that certain promissory note made by Purchaser in favor of Seller on the form of Promissory Note attached to this Agreement as *Exhibit A*.

"*Pension Plan*" has the meaning set forth in Section 4.16(d).

"*Permits*" means all governmental licenses, registrations and permits, and applications therefor.

"*Premises*" means the land and improvements occupied by the Company at 281 South Commerce Circle, Fridley, Minnesota pursuant to the terms of the Lease.

"*Purchase Price*" shall mean the Fixed Purchase Price plus the Contingent Purchase Price, if any.

"*Purchaser*" shall mean Advanced Energy Industries, Inc., a Delaware corporation.

"*Returns*" has the meaning given in Section 4.8(a)(ii) of this Agreement.

"*Seller*" shall mean Roger C. Hertel.

"*Seller's Accountants*" shall mean the independent public accounting firm of Coopers & Lybrand L.L.P.

"*Shareholder Debt*" shall mean any and all amounts owed by Seller or the Subsidiary to the Company as of the Closing Date, including any amounts distributed, dividended or borrowed by Seller from the Company or under Company's Line of Credit during the Company's fiscal year 1997, together with any interest or costs which be payable by Seller to the Company pursuant to Section 2.4 of this Agreement, other than (a) Seller's annual salary of



\$72,576 (excluding bonuses) which is payable bi-monthly for services rendered by Seller in his capacity as the chief executive officer of the Company through the Closing Date, and (b) the vested amount contributed by the Company and Seller for the account of Seller pursuant to the terms of the Company's 401(k) Plan as of the date of this Agreement on the same basis as contributions are made for all other employees of the Company, which amount is \$43,582 as of June 30, 1997, and will increase after such date at the rate of \$136 per pay period.

"*Shares*" shall mean all of the issued and outstanding stock of the Company.

"*Subsidiary*" shall mean Hertel Aviation, LLC, a Minnesota limited liability company, whose members consist of the Company and Hertel Company.

"*Taxes*" has the meaning given in Section 4.8(a) of this Agreement.

"*Third Party Claim*" has the meaning given in Section 8.3(b) of this Agreement.

1.2 **Other Terms.** Reference to a given Section, Subsection, Exhibit or Schedule is a reference to a Section, Subsection, Exhibit or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires, (a) a reference to a given governmental law or rule is a reference to that law or rule as amended or modified as of the date on which the reference is made, (b) reference to a given agreement or instrument is a reference to that agreement or instrument as originally executed, and as modified, amended, supplemented and restated from time to time, (c) accounting terms have the meanings given to them by generally accepted accounting principles applied on a consistent basis by the accounting entity to which they refer, and (d) including means "including, without limitation." The terms defined in this Agreement and in any agreement or instrument executed in connection herewith shall include the plural as well as the singular and the singular as well as the plural.

## ARTICLE 2 SALES AND PURCHASE OF SHARES

2.1 **Sales of Shares.** For the consideration set forth herein and subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser free and clear of any and all claims, liens, rights, restrictions, security interests or encumbrances of any kind, other than any of the foregoing imposed as a result or actions of Purchaser, and Purchaser shall purchase, acquire and accept from Seller all of the Shares. At the Closing Seller shall deliver to Purchaser certificate(s) representing all of the Shares, together with accompanying stock powers duly endorsed in blank for the transfer of such Shares to Purchaser. Seller shall pay all stock transfer taxes resulting from the transfer of the Shares in the Company to Purchaser.

2.2 **Fixed Purchase Price.** The Purchase Price payable hereunder (the "*Purchase Price*") shall be equal to (a) \$14,500,000 less offset for (i) any Shareholder Debt outstanding as of the Closing Date, and (ii) the Aviation Purchase Price; plus (b) \$1,500,000 less

#### 4.15 Intellectual Property Rights.

(a) To the best knowledge of Seller, the Company has complete and undisputed title and ownership and the right to utilize all patents, trademarks, license rights, service marks, trade names, copyrights, trade secrets, information, proprietary rights, know-how and processes (collectively, "*Intellectual Property*") necessary for the operation of the Business, without any conflict with or infringement of the rights of others. Except as disclosed in Schedule 4.15, there are no outstanding options, licenses, or agreements of any kind relating to the foregoing, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person or entity. It has not received any communications nor is it aware of any entity alleging that it has violated or, by conducting the Business as proposed, would violate any Intellectual Property of any other person or entity. It is not aware that any of the Company's employees or consultants is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Company or that would conflict with the Company's Business. The Company does not utilize any inventions of any of its employees or consultants (or persons it currently intends to hire as service providers) made prior to their employment by it, including any inventions made by Seller. Schedule 4.15 sets forth all patents, patent applications, trademarks (registered or unregistered), license agreements, independent contractor or consulting agreements and any other Intellectual Property that requires a consent or approval to consummate the transactions contemplated in this Agreement. All of the Company's license agreements with respect to its Intellectual Property are in writing and evidence legitimate ownership of such rights in the Company. All royalty obligations of the Company are listed in Schedule 4.15. No claims for royalties have been asserted against the Company. No invention, processes or know-how that is used by the Company in the operation of the Business is owned by any individual service provider of the Company or any other person other than the Company.

(b) The Company is not making use of any confidential information of third parties nor any confidential information in which Seller or any of its present or past employees or other service providers has claimed a proprietary interest; and neither Seller nor the Company is aware of any facts that would give rise to such a claim.

(c) Without limiting the generality of the foregoing representations, except as described in Schedule 4.15, Seller expressly represents and warrants that:

(i) The Company has satisfied all obligations pursuant to any and all consulting agreements;

(ii) Neither Seller nor the Company has any reasonable basis to believe that the Company has any present or future liability under any agreement to (a) provide indemnification for infringement of any third party rights or otherwise; or (b) provide updates, enhancements, modifications, bug fixes, support, maintenance or the like of any products, or technology;

(iii) The Company has not entered into nor negotiated with any person to enter into any consulting agreements, software development agreements, license agreements or similar agreements; and

(iv) The Company has retained all rights, title and interest (including, without limitation, rights to derivatives, modifications, updates and enhancements) to all components necessary for the operations of the Business as now conducted and as proposed to be conducted in the future.

#### 4.16 Employees and Employee Benefit Plans.

(a) Other than as set forth in Schedule 4.16 regarding employee benefit programs or arrangements maintained or sponsored by the Company (such plans, the "Employee Plans"), neither the Company nor any entity or trade or business which together with the Company is treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code ("ERISA Affiliates") is a party to any pension, profit sharing, savings, retirement or other deferred compensation plan, any bonus (whether payable in cash or stock), stock option, stock purchase or incentive program, or any group health plan (whether insured or self-funded), or any disability or group life insurance plan, severance or other employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), or any collective bargaining agreement or other agreement, written or oral, with any trade or labor union, employees association or similar organization. The Company is not a party to, nor has it made any contribution to or otherwise incurred any obligation under, any "multi-employer plan" as defined in Section 3(37) of ERISA. With respect to each such Employee Plan, the Company has furnished to the Purchaser or their counsel complete and accurate copies of the plan documents (including plan amendments currently under consideration, trust documents, insurance policies or contracts, employee booklets, summary plan descriptions and other authorizing documents, and any material employee communications), and all IRS Forms 5500 filed with respect to any Employee Plans.


(b) With respect to each of the Employee Plans subject to ERISA as to which the Company is either an employer or an employee pension benefit plan within the meaning of Section 3(2) of ERISA or an employee welfare benefit plan within the meaning of Section 3(l) of ERISA, the Company has prepared in good faith and timely filed all requisite governmental reports and has properly and timely posted or distributed all notices and reports to employees required to be filed, posted or distributed with respect to each such Employee Plan.

(c) Each such Employee Plan has at all times been operated and administered in accordance with its terms and all applicable laws, including, but not limited to, ERISA and the Code.

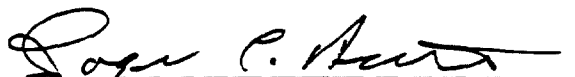
(d) Each Employee Plan that is intended to be qualified under Code Section 401(a) ("Pension Plan") has received a favorable determination letter from the Internal Revenue Service that such Employee Plan is qualified under Code Section 401(a) and that the trust under such Employee Plan is exempt from tax under Code Section 501(a). The Company

IN WITNESS WHEREOF, the parties have executed this Share Purchase  
ment as of the date first above written.


ADVANCED ENERGY INDUSTRIES, INC.

By:   
Name: Doug Schote  
Title: CEO

ROGER C. HERTEL

By:   
Name:  
Title:

TOWER ELECTRONICS, INC.

By:   
Name: Duane A. Ness  
Title: President

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**SCHEDULE 4.15**

Mark name

Brick™

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