

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Option and Asset Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alerton Technologies, Inc.		12/23/2002	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Alerton Inc.
Street Address:	16648 North US Highway 281
City:	Lampasas
State/Country:	TEXAS
Postal Code:	46550
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2081870	BACTALK
Registration Number:	2263339	VISUALLOGIC
Registration Number:	1655382	ALERTON
Registration Number:	1655383	ALERTON

CORRESPONDENCE DATA	
Fax Number:	(616)222-2275
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616-752-2275
Email:	trademarks@wnj.com
Correspondent Name:	Warner Norcross & Judd LLP
Address Line 1:	111 Lyon Street, N.W.
Address Line 2:	900 Fifth Third Center
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:	75810.86093-001
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NAME OF SUBMITTER:	Kimberly A. Niebling
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OP \$115.00 2081870

Total Attachments: 9

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OPTION AND ASSET PURCHASE AGREEMENT

THIS OPTION AND ASSET PURCHASE AGREEMENT (the "Agreement") is made as of December 23, 2002, by and among NOVAR CONTROLS CORPORATION, a Delaware corporation, ("Buyer"), ALERTON TECHNOLOGIES, INC., a Washington corporation ("Seller"), and Clair L. Jenkins and Tony Fassbind, the sole shareholders of Seller ("Shareholders"). Buyer, Seller and Shareholders are sometimes individually referred to in this Agreement as a Party and collectively as the Parties. Capitalized terms used in this Agreement and not otherwise defined are defined in Article 8.

PREAMBLE

Seller is engaged in the manufacturing and distribution of heating, ventilation and cooling controls products (the "Business"). Seller desires to grant to Buyer the option to purchase, and Buyer desires to acquire the option to purchase from Seller, substantially all of the assets of the Business on the terms and subject to the conditions of this Agreement. Shareholders join in this Agreement to make certain representations, warranties, covenants and agreements for the purpose of inducing Buyer to enter into this Agreement.

ARTICLE 1

OPTION; PRINCIPAL TRANSACTION

Section 1.1. Option To Purchase Assets. Seller hereby grants to Buyer, subject to the terms and conditions of this Section 1.1, the option to purchase, subject to the further terms and conditions of this Agreement, the Purchased Assets (the "Option"). Upon the execution of this Agreement, and in consideration of the Option, Buyer shall immediately wire transfer to the Escrow Agent the amount of \$1,000,000 US (the "Option Payment"). The Option Payment shall be held by the Escrow Agent in accordance with the Escrow Agreement attached as Exhibit 1.1. The Parties agree that if Buyer timely delivers a Purchase Notice to Seller in accordance with Section 1.2, Seller will sell and transfer to Buyer, and Buyer will purchase from Seller, on the terms and subject to the conditions of this Agreement, the Purchased Assets, free and clear of all Encumbrances, but subject to any applicable Assumed Liabilities.

Section 1.2. Purchase Notice. If Buyer desires to exercise the Option, Buyer shall give to Seller written notice of such intent, which notice (the "Purchase Notice") must be delivered on or before April 15, 2003 (the "Option Exercise Deadline"). If the Purchase Notice is delivered by the Option Exercise Deadline, the purchase/sale of the Purchased Assets shall proceed in accordance with and subject to the remaining terms and conditions of this Agreement. If the Purchase Notice is not so timely delivered, the Option shall expire, this Agreement shall terminate, and the Option Payment shall be retained by Seller, subject to the provisions of Section 6.2.

TRADEMARK

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"Financial Statements" has the meaning set forth in Section 2.4 of this Agreement.

"Governmental Authorization" means any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" means any: (a) nation, state, county, city, town, village, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

"Hazardous Substance" means any hazardous, toxic or polluting substance, waste, material or contaminant, including petroleum or petroleum products, governed or regulated under any Environmental Law.

"Holdback Amount" has the meaning set forth in Section 1.3 of this Agreement.

"HSR Act" has the meaning set forth in Section 5.1(f) of this Agreement.

"Indemnified Party" has the meaning set forth in Section 7.3 of this Agreement.

"Indemnifying Party" has the meaning set forth in Section 7.3 of this Agreement.

"Intellectual Property Assets" include all (a) legal names of Persons (other than Shareholders), fictional business names, trade names, domain names, and registered and unregistered trademarks, service marks, certification marks, collective marks and related applications, both filed and in progress; (b) patents, design registrations, utility models and related applications, both filed and in progress; (c) registered and unregistered copyrights in published works and unpublished works and related applications, both filed and in progress; (d) rights in mask works and layout designs; (e) know-how, trade secrets, confidential information, software, technical information, designs, inventions, processes, technology, plans, drawings, specifications, bills of material, blue prints and other similar data; and (f) all other intellectual property rights throughout the world.

"Interim Financial Statements" has the meaning set forth in Section 2.4 of this Agreement.

"IRS" means the Internal Revenue Service.

"Knowledge" means actual awareness of a particular fact or other matter or awareness that a prudent individual would have concerning the existence of such fact or other matter.

"Option Payment" has the meaning set forth in Section 1.1 of this Agreement.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Body or by any arbitrator.

"Ordinary Course of Business" means in accordance with the usages of trade prevailing in the industry in which the Business operates and in accordance with the Business' historical and customary day-to-day practices with respect to the activity in question.

"Organizational Documents" means the complete charter and the bylaws of Buyer and Seller (as applicable), including all amendments.

"Owned Real Property" has the meaning set forth in Section 2.12 of this Agreement.

"Party" or "Parties" has the meaning set forth in the first paragraph of this Agreement.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Body.

"Personal Property Lease(s)" has the meaning set forth in Section 2.11 of this Agreement.

"Proceeding" means any action, arbitration, charge, complaint, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Purchased Assets" means all assets which are owned or, with respect to leasehold interests, used by Seller in connection with the Business, including all (a) leaseholds, improvements, fixtures and fittings, (b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs and dies, including those items set forth in Schedule 2.11; (c) Intellectual Property Assets, including those items set forth in Schedule 2.18; (d) rights and benefits under the Assigned Contracts; (e) cash (to the extent reflected on the Final Closing Net Asset Statement), prepaid expenses (to the extent reflected on the Final Closing Net Asset Statement), Accounts Receivables and other current assets (other than any part of the Purchase Price (e.g. the Option Payment or rights thereto)); (f) claims, prepayments (to the extent useable by Buyer following the Closing as described in footnote 2 to Exhibit 1.4), refunds, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment; (g) to the extent transferable, franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from Governmental Bodies; (h) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings and specifications, creative materials,

advertising and promotional materials, studies, reports and other printed or written materials; and (j) goodwill; provided, however, that the Purchased Assets do not include any Excluded Assets.

“Purchase Notice” has the meaning set forth in Section 1.2 of this Agreement.

“Purchase Price” has the meaning set forth in Section 1.3 of this Agreement.

“Real Property” has the meaning set forth in Section 2.12 of this Agreement.

“Real Property Lease” or “Real Property Leases” has the meaning set forth in Section 2.12 of this Agreement.

“Regulations” means the federal income tax regulations issued by the United States Department of Treasury.

“Related Person” means with respect to a particular individual: (a) each other member of such individual’s Family; (b) any Person that is directly or indirectly controlled by any one or more members of such individual’s Family; (c) any Person in which members of such individual’s Family hold (individually or in the aggregate) a Material Interest; and (d) any Person with respect to which one or more members of such individual’s Family serves as a director, officer, partner, executor or trustee (or in a smaller capacity). For purposes of this definition, (a) the “Family” of an individual includes (i) the individual; (ii) the individual’s spouse; (iii) any other natural person who is related to the individual or the individual’s spouse within the second degree; and (iv) any other natural person who resides with such individual; and (b) “Material Interest” means direct or indirect beneficial ownership (as defined in Rule 13D-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 20% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 20% of the outstanding equity securities or equity interests in a Person.

“Representative” means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Restricted Event” means (a) any amendment of the Organizational Documents; (b) any payment or increase of any bonuses, salaries or other compensation to any shareholder or director or (except in the Ordinary Course of Business) any officer or employee or entry into any employment, severance or similar Contract with any director, officer or employee; (c) the adoption of, or increase in the payments to or benefits under, any Employee Benefit Plan; (d) any damage to or destruction or loss of any property or assets of Seller, whether or not covered by insurance, materially and adversely affecting the properties, assets, business, financial condition or prospects of Seller; (e) the entry into, termination of or receipt of notice of termination of any license, distributorship, dealer, sales representative, joint venture, credit, note or similar Contract or transaction involving a total remaining commitment by Seller of more than \$25,000; (f) any

Novar Inc.
10931 Laureate Drive
San Antonio, TX 78249
Robert B. Leckie
President

Telephone (210) 694-1082
Facsimile (210) 641-0274
E-Mail Address:
Robert_B_Leckie@novar.com



201 AL

February 24, 2003

NOTICE TO PURCHASE

Via Facsimile to: 425-869-8445

Mr. Clair L. Jenkins
6106 204th Drive, N.E.
Redmond, Washington 98503

Mr. Tony Fassbind
14266 NE 42nd Place
Bellevue, Washington 98007

Re: Purchase Notice

Gentlemen:

In accordance with Section 1.2 of the Option and Asset Purchase Agreement dated December 23, 2002 (the "Purchase Agreement"), Novar Controls Corporation hereby exercises its option to purchase the Purchase Assets in accordance with the Purchase Agreement.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Leckie", written in a cursive style.

Robert B. Leckie

cc: Richard G. Wood
Tracy T. Larsen

NOVAR CONTROLS CORPORATION
CONSENT OF DIRECTORS

The undersigned, being the directors of Novar Controls Corporation, a Delaware corporation (the "Corporation"), hereby consent to and adopt the following resolutions without a meeting of the Board of Directors of the Corporation in accordance with Section 141(f) of the Delaware General Corporation Law and hereby direct that this written consent be filed with the minutes of the Corporation:

APPROVAL OF PURCHASE AGREEMENT AND ASSIGNMENT OF RIGHTS TO
ALERTON INC.

WHEREAS, officers of the Corporation have negotiated the terms and conditions of an Option and Asset Purchase Agreement (including the Exhibits thereto) by and among the Corporation, Alerton Technologies, Inc. (the "Seller") and the Seller's shareholders (the "Purchase Agreement") and including the ancillary agreements negotiated in connection with the Purchase Agreement and the transactions contemplated thereby (the "Ancillary Agreements"), which have each been submitted to and reviewed and approved by the directors of the Corporation; and

WHEREAS, pursuant to Section 9.2 of the Purchase Agreement, the Corporation intends to assign all of its rights and obligations under the Purchase Agreement and the Ancillary Agreements to Alerton, Inc., its wholly-owned subsidiary;

WHEREAS, after careful consideration and discussion with Corporation officers, the Board of Directors of the Corporation has determined that the Purchase Agreement and the Ancillary Agreements (collectively, the "Agreements") are fair to the sole stockholder of the Corporation, and that the Agreements and the other transactions contemplated by the Agreements or related to the Agreements are desirable and in the best interests of the Corporation and the sole stockholder, and that the assignment of all of the Corporation's rights and obligations under the Agreements is in the best interest of the Corporation and the sole stockholder.

NOW THEREFORE, BE IT RESOLVED, that the Agreements are adopted, approved and authorized and that the terms and conditions of the transactions contemplated by the Agreements are determined to be fair to, and in the best interests of, the Corporation and the sole stockholder;

FURTHER RESOLVED, that the President or any Vice President of the Corporation is authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver each of the Agreements (with such changes or additions as the officer executing the instrument may approve and whose execution shall conclusively establish the officer's authority to take such action on behalf of the Corporation and this Board of Directors' approval and ratification of the documents so executed);


FURTHER RESOLVED, that the negotiation, execution, delivery and performance of each of the Agreements and all actions previously taken in preparation for the acquisition of the Business are ratified and approved in all respects; and that, when executed and delivered, each of the Agreements shall be the valid, legally binding obligation of the Corporation enforceable against the Corporation in accordance with their respective terms;

FURTHER RESOLVED, that the assignment by the Corporation of its rights and obligations under the Agreements to Alerton Inc. is approved and accepted in all respects;

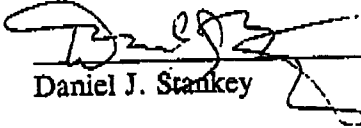
FURTHER RESOLVED, that all additional resolutions required or appropriate to effect the acquisition of the Business and the transactions contemplated by the Agreements and to implement these resolutions shall be deemed to have been adopted at this meeting and all such resolutions shall without further action become a part of these resolutions by this reference; and the Corporation's officers are authorized to give certificates evidencing this action taken by the Board of Directors; and

FURTHER RESOLVED, that the Corporation's officers are authorized to take all such actions as they may determine to be necessary, appropriate or convenient in connection with the Agreements.


IN WITNESS WHEREOF, the directors have executed this written consent as of the 3rd day of March 2003.



Robert B. Leckie



Daniel J. Stankey



Ian Whiting

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ALERTON INC.**CONSENT OF SOLE DIRECTOR**

The undersigned, being the sole director of Alerton Inc., a Delaware corporation (the "Corporation"), hereby consents to and adopts the following resolutions without a meeting of the Board of Directors of the Corporation in accordance with Section 141(f) of the Delaware General Corporation Law and hereby directs that this written consent be filed with the minutes of the Corporation:

ACQUISITION OF ASSETS OF ALERTON TECHNOLOGIES, INC.

WHEREAS, the sole director of the Corporation has decided that it is in the best interests of the Corporation and its stockholder for the Corporation to acquire substantially all of the assets of ALERTON TECHNOLOGIES, INC., a Washington corporation (the "Seller"), relating to the development, manufacturing, distribution and sale of commercial and residential intelligent building systems products (the "Business");

WHEREAS, officers of Novar Controls Corporation, the sole stockholder of the corporation ("Novar Controls"), have negotiated the terms and conditions of an Option and Asset Purchase Agreement (including the Exhibits thereto) by and among Novar Controls, the Seller and the Seller's shareholders (the "Purchase Agreement") and including the ancillary agreements negotiated in connection with the Purchase Agreement and the transactions contemplated thereby (the "Ancillary Agreements"), which have each been submitted to and reviewed and approved by the directors of Novar Controls; and

WHEREAS, pursuant to Section 9.2 of the Purchase Agreement, Novar Controls intends to assign all of its rights and obligations under the Purchase Agreement and the Ancillary Agreements to the Corporation;

WHEREAS, after careful consideration and discussion with Corporation officers, the Board of Directors of the Corporation has determined that the Purchase Agreement and the Ancillary Agreements (collectively, the "Agreements") are fair to the sole stockholder of the Corporation, and that the Agreements and the other transactions contemplated by the Agreements or related to the Agreements are desirable and in the best interests of the Corporation and the sole stockholder.

NOW, THEREFORE, BE IT RESOLVED, that the assignment by Novar Controls to the Corporation of its rights and obligations under the Agreements be accepted and approved in all respects;

FURTHER RESOLVED, that the Agreements are adopted, approved and authorized and that the terms and conditions of the transactions contemplated by the Agreements are determined to be fair to, and in the best interests of, the Corporation and the sole stockholder;

FURTHER RESOLVED, that the President or any Vice President of the Corporation is authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver each of the Agreements (with such changes or additions as the officer executing the instrument may approve and whose execution shall conclusively establish the officer's authority to take such action on behalf of the Corporation and this Board of Directors' approval and ratification of the documents so executed), and subject to the terms of the Agreements, to consummate the transactions contemplated by the Agreements;

FURTHER RESOLVED, that the negotiation, execution, delivery and performance of each of the Agreements and all actions previously taken in preparation for the acquisition of the Business are ratified and approved in all respects; and that, when executed and delivered, each of the Agreements shall be the valid, legally binding obligation of the Corporation enforceable against the Corporation in accordance with their respective terms;


FURTHER RESOLVED, that all additional resolutions required or appropriate to effect the acquisition of the Business and the transactions contemplated by the Agreements and to implement these resolutions shall be deemed to have been adopted at this meeting and all such resolutions shall without further action become a part of these resolutions by this reference; and the Corporation's officers are authorized to give certificates evidencing this action taken by the Board of Directors;

FURTHER RESOLVED, that the Corporation's officers are authorized to expend the cash and other assets of the Corporation and to assume liabilities on behalf of the Corporation, in connection with the Agreements, the consummation of the acquisition of the Business or the implementation of these resolutions;

FURTHER RESOLVED, that the Corporation's officers are authorized to take all such actions as they may determine to be necessary, appropriate or convenient in connection with the Agreements; and

FURTHER RESOLVED, that, subject to the terms of the Agreements, each of the Corporation's officers are authorized and empowered, in the name and on behalf of the Corporation, to execute, deliver and file all papers, instruments, certificates and documents as they may determine to be necessary, convenient or desirable, and to take all actions and do all acts that may be necessary, convenient or desirable under the Agreements and to take all other actions which they deem necessary, convenient or desirable to effectuate the transactions contemplated by the Agreements, including the acquisition of the Business and to carry each of these resolutions into effect.

IN WITNESS WHEREOF, the sole director has executed this written consent as of the 28 day of February 2003.



 Robert B. Leckie
 Sole Director