

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INNOVEX TECHNOLOGIES, INC.		08/09/2001	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	INNOVEX ACQUISITION CORP.
Street Address:	3333 Copley Road
City:	Copley
State/Country:	OHIO
Postal Code:	44321
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2502245	INNOVISION

CORRESPONDENCE DATA

Fax Number: (616)222-2275
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	85197.85197
NAME OF SUBMITTER:	Kimberly A. Niebling

Total Attachments: 8
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ASSET PURCHASE AGREEMENT

by and among

INNOVEX ACQUISITION CORP.

("Buyer")

and

INNOVEX TECHNOLOGIES, INC.

("Seller")

and

Peter Hefferen

August 9, 2001

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of August 9, 2001, by and among INNOVEX ACQUISITION CORP., a Delaware corporation, ("Buyer"), INNOVEX TECHNOLOGIES, INC., a Pennsylvania corporation ("Seller"), and Peter Hefferen, Chief Executive Officer, Chairman of the Board and the largest shareholder of Seller ("Shareholder"). Buyer, Seller and Shareholder 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.

Seller develops, manufactures, distributes and sells commercial and residential intelligent building systems products (the "Business"). Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets of the Business on the terms and subject to the conditions of this Agreement. Shareholder joins in this Agreement to make certain representations, warranties, covenants and agreements for the purpose of inducing Buyer to enter into this Agreement.

ACCORDINGLY, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1

PRINCIPAL TRANSACTION

Section 1.1. Sale and Purchase of Assets. On the terms and subject to the conditions of this Agreement, Seller agrees to sell and transfer to Buyer, and Buyer agrees to purchase from Seller, the Purchased Assets. The Purchased Assets will be transferred to Buyer free and clear of all Encumbrances.

Section 1.2. Purchase Price and Payment; Assumed Liabilities. In consideration of the transfer of the Purchased Assets to Buyer and the other undertakings set forth herein, Buyer will pay to Seller an amount equal to U.S. \$4,750,000 (the "Asset Cash Price") as follows:

(a) At Closing, Buyer will pay Seller, by wire transfer of immediately available funds, an amount equal to the Asset Cash Price minus the Escrow Payment (the "Asset Cash Payment"); and

(b) At Closing, Buyer will pay in immediately available funds to an escrow agent mutually agreeable to the Parties (the "Escrow Agent"): (i) \$600,000 to satisfy Seller's indemnification obligations under this Agreement, and (ii) an additional amount determined at Closing, which is currently estimated to be \$1,400,000, to satisfy liabilities of Seller to those creditors identified on

approvals or authorizations of or declarations, filings or registrations with any Person required in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated by this Agreement (including the assignment of rights under the Assigned Contracts to Buyer) are set forth in Schedule 2.16 of the Disclosure Schedule and will be obtained or made, as applicable, by Seller prior to the Closing.

Section 2.17. Assigned Contracts. Each Assigned Contract is in full force and effect and is valid and enforceable in accordance with its terms. Seller and each other Person that is a party to an Assigned Contract has complied and is fully complying with the terms of the Assigned Contract, and no event has occurred or circumstance exists (including the execution or consummation of the transactions contemplated by this Agreement) that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or breach of, or give Seller or any other Person the right to declare a default under, modify or terminate any Assigned Contract. Copies of all written, and descriptions of all oral, Assigned Contracts have been provided to Buyer. Except as set forth in Schedule 2.17 of the Disclosure Schedule, the Business is not subject to or affected by any Contract other than an Assigned Contract.

Section 2.18. Intellectual Property. Schedule 2.18 of the Disclosure Schedule sets forth all Intellectual Property Assets presently owned or used with respect to the Business. Seller will own the entire right, title and interest in and to such Intellectual Property Assets on the Closing Date and will transfer the same to Buyer free and clear of all Encumbrances, and thereafter Buyer will have the right to use each Intellectual Property Asset without payment or other liability to any other Person. Neither Seller nor any Affiliate of Seller, with respect to the Business, has infringed or unlawfully used any Intellectual Property Assets of any other Person and, to Seller's Knowledge, there is no infringement of or unlawful use by any other Person of any of the Intellectual Property Assets relating to the Business. Schedule 2.18 also sets forth a list of all Contracts relating to Intellectual Property Assets to which Seller or any Affiliate, with respect to the Business, is a party or by which Seller or any Affiliate, with respect to the Business, is bound or affected. None of the Intellectual Property Assets relating to the Business is subject to any pending, or to Seller's Knowledge, Threatened claim or challenge, and there is no valid basis for asserting any claim or challenge. No claim or Threatened claim or allegation of infringement has been received by Seller with respect to the Business, and there is no valid basis for the assertion of any claim or allegation. No Intellectual Property Asset owned or used with respect to the Business is subject to any outstanding Order restricting the use of such Intellectual Property Asset. The Intellectual Property Assets included among the Purchased Assets are all those necessary for the operation of the Business as presently conducted and planned and are sufficient in form and quality so that, following the Closing, Buyer can design, produce, manufacture, assemble and sell the products and provide the services sold or provided by the Business before the Closing in a manner that meets applicable specifications and conforms to commercially acceptable quality standards. Seller will not assert any claim against Buyer or its Affiliates with respect to any Intellectual Property Asset of the Business now owned or later acquired based on Buyer or its Affiliates continued operation of the Business as presently conducted or planned.

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

"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.

"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.

"Purchase Price" has the meaning set forth in Section 1.2 of this Agreement.

"Purchased Assets" means all assets owned or used in connection with the Business, including all (a) Real Property, leaseholds, subleaseholds, improvements, fixtures, fittings, easements, rights of way and other appurtenances (such as appurtenant rights in and to public streets), (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 Exhibit 8.4(a)); (c) Intellectual Property Assets, including those items set forth in Exhibit 8.4(b); (d) rights and benefits under the Assigned Contracts; (e) rights and benefits under the Settlement Agreement dated October 3, 2000 between Amann Gmbh and Innovex Services, Inc. (f) Accounts Receivables and other current assets; (g) claims, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment; (h) to the extent transferable, franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from Governmental Bodies; (i) 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.

"Real Property" has the meaning set forth in Section 2.11 of this Agreement.

"Real Property Lease" or "Real Property Leases" has the meaning set forth in Section 2.11 of this Agreement.

"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 payment of any bonus to any officer or employee, or any increase (except in the Ordinary Course of Business) in the salary or other compensation of

The parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

INNOVEX ACQUISITION CORP.

By _____

Its _____
"Buyer"

INNOVEX TECHNOLOGIES, INC.

By 

Its President
"Seller"


Peter Hefferen

"Shareholder"

W97-G658639-10

ANNEX A TO SCHEDULE 2.18: INTELLECTUAL PROPERTY

PATENTS	PATENT NUMBER	DATE OF PATENT
Method, System and Apparatus for Self-Configuring Network	Applied for	Applied for
Distributed Architecture	6,154,686	11/28/2000
System & Method for Directing Air Flow having a Sash	5,988,860	11/23/1999
Trademarks		
Innovex Technologies		
Innovision		
<i>VIA Gateway</i>		
<i>www.innovextech.com</i>		
Domain Names:		
www.innovextech.com		

VIA Gateway TM