

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings → → →	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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):  <u>Davenport Industries, LLC</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company-Texas</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Eshed Robotec Inc.</u> Internal Address: _____ Address: _____  Street Address: <u>420 Amherst Street</u> City: <u>Nashua</u> State: <u>NH</u> Zip: <u>03060</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 type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/29/2000</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>2,160,133</u>  Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Douglas G. Verge</u> Internal Address: _____ <u>Sheehan Phinney Bass + Green, P.A.</u> _____  Street Address: <u>1000 Elm St.</u> <u>P. O. Box 3701</u> <u>03105-</u> City: <u>Manchester</u> State: <u>NH</u> Zip: <u>3701</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span>  7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Douglas G. Verge</u> Name of Person Signing <u>Douglas G. Verge</u> Signature <u>5/28/2007</u> Date  <small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">1</span></small>		

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

05/25/2004  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Davenport Industries, LLC		10/29/2000	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Intellitek Inc. (formerly known as Eshed Robotec, Inc.)
Street Address:	444 East Industrial Park Drive
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03109-5317
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2160133	BENCHMAN

CORRESPONDENCE DATA

Fax Number: (603)641-2351  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (603) 627-8119  
 Email: ipadm@sheehan.com  
 Correspondent Name: Douglas G. Verge  
 Address Line 1: 1000 Elm Street, P.O. Box 3701  
 Address Line 4: Manchester, NEW HAMPSHIRE 03105-3701

ATTORNEY DOCKET NUMBER:	14987-00301
NAME OF SUBMITTER:	Douglas G. Verge

Total Attachments: 8  
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**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT (this "Agreement") is made as of October 29, 2000 among Eshed Robotec, Inc., a company organized under the laws of Delaware ("Robotec"), and Davenport Industries, LLC, a limited liability company organized under the laws of Texas ("Seller").

**SUMMARY OF TRANSACTION**

Seller wishes to sell and Robotec wishes to purchase substantially all of the assets and business of the Light Machines Corporation division of Seller (the "Business"), including all the products developed and/or manufactured by Seller in connection with the Business, including all of Seller's right, title and interest in and to the products itemized in the international, United States and industrial sales manuals of Light Machines Corporation for December 1999 (some of which are sourced complete from manufacturers and resold by Seller with no or little modification) (the "Products"). To effect such transaction and in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I**

**SALE OF ASSETS AND TERMS OF PAYMENT**

1.01 Assets Being Sold. Seller agrees to sell and transfer to Robotec and Robotec agrees to purchase from Seller, at the Closing (as defined in Section 9.01 hereof), all of the assets of the Business as they shall exist on the Closing Date (as defined in Section 9.01 hereof), except for the Retained Assets (as defined in Section 1.02 hereof), including without limitation the following assets (collectively, the "Purchased Assets"):

(a) Real Property Lease. All of the right, title and interest of Seller in, to and under the lease (as amended, the "Real Property Lease") covering the leased premises located at 444 East Industrial Drive, Manchester, New Hampshire 03109 (the "Leased Premises") as described on Schedule 1.01(a) hereto, a true, complete and correct copy of which has been delivered to Robotec, and all of the right, title and interest of Seller in and to all leasehold improvements in or on the Leased Premises;

(b) Furniture, Machinery and Equipment. All the furniture, computer hardware, machinery, transportation vehicles, equipment, tools, fixtures, molds and dies and other fixed assets owned by Seller, and Seller's interest in all leases of such assets, if any, exclusively used in connection with the Business and located on the Leased Premises, on the premises of vendors or elsewhere, substantially all of which are listed on Schedule 1.01(b) hereto;

(c) Inventories. All inventories of the Business of any kind, including, but not limited to, finished goods, work in progress, supplies and raw materials;

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- (d) Contracts and Commitments. Subject to the provisions of Section 1.10 hereof, all of the right, title and interest of Seller in, to and under all pending and executory contracts, agreements, commitments and understandings related to the Business which are specifically listed on Schedule 1.01(d) hereto including, without limitation, those with respect to: (i) the sale of the Products, (ii) the purchase of materials, supplies or services, and (iii) the Material Contracts as defined in Section 3.06. All such executory contracts, agreement, commitments and understandings related to the Business executed by Light Machines Corporation ("LMC"), have been assigned to Seller;
- (e) Books and Records. All of Seller's books and records to the extent exclusively relating to the Business, including: all of Seller's right, title and interest, if any, in and to sales and credit records, advertising and sales material, literature, customer lists, financial records, personnel and payroll records, tax, accounting and other books and records and all product files including bills of materials, drawings, quality control documents, manufacturing and development files, lists of suppliers, software source codes and all related documentation specifically including the following items for the years 1998-2000: (i) an electronic copy of all Macola files including accounting, inventory and marketing; (ii) copies of statements of balance for the year end and for the end of each quarter regarding cash and cash equivalent; (iii) copies of depreciation reports; (iv) trial balance reports for the year end and for the end of each quarter; and (v) an electronic copy of the general ledger (for the year 2000 only).
- (f) Governmental Licenses, Permits and Authorizations. To the extent assignable, all governmental licenses, permits and authorizations relating to the Business, a complete list of which is set forth on Schedule 1.01(f) hereto;
- (g) Deposits and Prepaid Expenses. All of the deposits and prepaid expenses to the extent related to the Business, a complete list of which is set forth on Schedule 1.01(g) hereto;
- (h) Proprietary Rights. All of Seller's right, title, and interest in and to the U.S. and foreign registered and common law trademarks, service marks, patents and goodwill appurtenant thereto, and applications therefor and reissuances and renewals thereof, all computer software owned or licensed (to the extent assignable) by Seller used in connection with the Business, copyrights, the name of Light Machines Corporation, trade names, brand names and licenses, technology (including products under research and development), intellectual property and trade secrets (collectively, the "Proprietary Rights"), all to the extent used in connection with the Business, a complete list of which is included on Schedule 1.01(h) hereto.
- (i) Intangible Assets. The Business as a going concern and the goodwill thereof; and
- (j) Other Assets. All other assets, properties and rights of Seller related exclusively to or used exclusively in connection with the Business, of every kind and

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**Schedule 1.01(h)****Proprietary Rights**

	<u>REGISTRATION NO.</u>	<u>MARK</u>
1. United States Trademark	2160133	BENCHMAN
2. United States Trademark	1427337	Line Drive
3. Common law Trademark	Not Registered	spectraCAM
4. Common law Trademark	Not Registered	proLIGHT
5. Common law rights in the names "Light Machines Corporation"; "spectraCAD"; and "spectraLIGHT".		
6. The software programs listed on <u>Schedule 3.09(b)</u> , and licenses with respect to that software.		
7. Seller has rights to domain names <u>lightmachines.com</u> , <u>benchman.com</u> and <u>lincorp.com</u> .		
8. Solid modeling software developed by LMC, which has been transferred to Seller.		

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**ESHED ROBOTEC, INC.**

By: *[Signature]*  
Name: NOAM KRA-02  
Title: PRESIDENT

**DAVENPORT INDUSTRIES, L.L.C.**

By: *[Signature]*  
Name: DARREN ERIC BIRD  
Title: VICE PRESIDENT AND CFO