

10-18-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌



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

2. Name and address of receiving party(ies) Name: APM, Inc Internal Address: Street Address: 3481 Rider Trail South City: St. Louis State: Missouri Zip: 63045 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] 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: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: December 17, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,194,421 Additional number(s) attached [ ] Yes [X] No

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 20-0531 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Trademark Administrator Internal Address: Testa, Hurwitz & Thibault, LLP Street Address: 125 High Street City: Boston State: MA Zip: 02110

DO NOT USE THIS SPACE

9. Statement and signature. 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. Brian M. Gaff, Reg. No. 44,691 Name of Person Signing Signature October 12, 2004 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P. O. Box 1450 Alexandria, VA 22313-1450

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TRADEMARK REEL: 003062 FRAME: 0671

AGREEMENT TO ASSIGN TRADEMARKS

BY AND BETWEEN

AMESBURY GROUP, INC.

AND

APM, INC.

DATED AS OF DECEMBER 17, 2003

## AGREEMENT TO ASSIGN TRADEMARKS

THIS AGREEMENT is made and entered into this 17 day of DECEMBER 2013 by and between Amesbury Group, Inc., a Delaware corporation having an office and principal place of business at 57 Hunt Road, Amesbury, Massachusetts 01913 ("Assignor") and APM, Inc., a Missouri corporation having an office and principal place of business at 3481 Rider Trail South, St. Louis, Missouri 63045 ("Assignee").

### WITNESSETH

WHEREAS, Assignor owns the registered and unregistered marks listed on Exhibit A hereto, together with any non-financial goodwill (collectively, the "Goodwill") associated with such marks (collectively, the "Marks");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Marks together with the goodwill symbolized thereby;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor has agreed to assign to Assignee the Marks;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby.

2. Warranties and Representations. Assignor represents and warrants to Assignee that:

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

2.3 Assignor is the owner of the Marks, no other person or entity has any security interest in the Marks, in any registrations thereof, or in any applications to register the Marks, and there have been no prior assignments of the Marks or registrations thereof, or any applications to register the Marks.

2.4 Any and all licenses to use the Marks granted by Assignor have been terminated as of the date of this Agreement. Moreover, no person or entity is using the Marks with Assignor's permission or pursuant to any agreement with Assignor.

2.5 The Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

2.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Marks or their use by Assignor. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

2.7 Assignor has no knowledge or notice of any registrations or applications to register the Marks by a third party anywhere in the world, or which would interfere with Assignor's right to use or enforce the Marks.

3. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

3.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

3.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor under any Marks.

3.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

4. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Marks in any manner whatsoever.

5. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the non-breaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

6. Miscellaneous.

6.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

6.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of New York.

6.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

Amesbury Group, Inc.  
57 Hunt Road  
Amesbury, Massachusetts 01913  
Attention: President

If to Assignee, to:

APM, Inc.  
3481 Rider Trail South  
St. Louis, Missouri 63045  
Attention: President

Or, to such other address as either party shall designate in a notice to the other given as provided herein.

6.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

6.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

6.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

6.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.


6.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

[END OF TEXT]

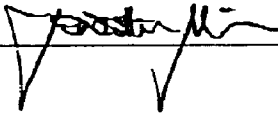
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Amesbury Group, Inc.

By:   
\_\_\_\_\_

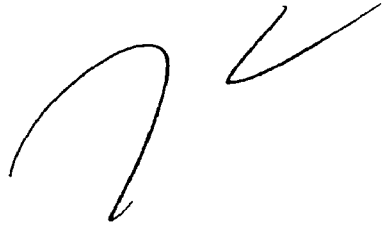
APM, Inc.

By:   
\_\_\_\_\_

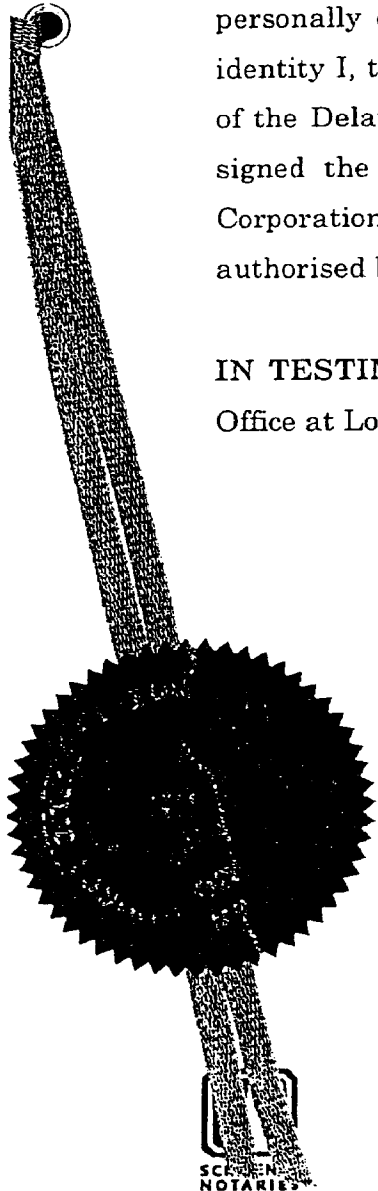
UNITED KINGDOM OF GREAT BRITAIN )  
CITY OF LONDON ENGLAND ) SS.

BE IT KNOWN that on this seventeenth day of December in the year Two thousand and three, before me the undersigned, JAMES KERR MILLIGAN, Notary Public of the City of London and elsewhere in England, by Royal Authority, duly admitted and sworn, practising in the said City, personally came and appeared JONATHAN CHARLES SILVER, whose identity I, the Notary, attest, who acknowledged to me that he is a Director of the Delaware Corporation styled "AMESBURY GROUP INC", that he signed the hereunto annexed Instrument for and on behalf of the said Corporation in his aforesaid capacity, being for such purpose duly authorised by order of the Board of Directors of the said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and Seal of Office at London aforesaid, the day, month and year first above written.



JAMES KERR MILLIGAN  
A Notary Public of London, England  
My Commission expires with life.





**Exhibit A**  
**Trademarks owned by Amesbury Group, Inc.**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class(es)</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EASY PEEL	Japan	17	Registered	9-16,894	2/18/97	4330944	10/29/99
EASY PEEL	United States	17	Registered	75/248,026	2/26/97	2194421	10/6/98
FLECTRON	Taiwan	17	Registered	85038907	8/7/96	809894	7/16/98
FLECTRON	United Kingdom	17	Registered	1471862	7/26/91	1471862	7/26/91
FLECTRON	United Kingdom	22	Registered	1471863	7/26/91	1471863	7/26/91
FLECTRON	United Kingdom	23	Registered	1471864	7/26/91	1471864	7/26/91
FLECTRON	United Kingdom	1	Registered	1471861	7/26/91	1471861	7/26/91
FLECTRON	United States	17	Registered	75/364,699	9/29/97	2208770	12/8/98
FLECTRON & DESIGN	Canada		Registered	697185	1/2/92	438646	2/3/95
FLECTRON & DESIGN	France	6, 17, 22	Registered	92/416,988	4/28/92	92/416,988	4/28/92
FLECTRON & DESIGN	Germany	17	Registered	M70480/17wZ	7/26/91	2018768	7/27/91
FLECTRON & DESIGN	Ireland	22	Registered	91/3856	7/26/91	155609	7/26/91
FLECTRON & DESIGN	Ireland	1	Registered	91/3853	7/26/91	155607	7/26/91
FLECTRON & DESIGN	Ireland	24	Registered	5176/91	10/16/91	152870	10/16/91
FLECTRON & DESIGN	Ireland	17	Registered	91/3855	7/26/91	155608	7/26/91
FLECTRON & DESIGN	Ireland	23	Registered	91/3857	7/26/91	155610	7/26/91
FLECTRON & DESIGN	Japan	17	Registered	51321/93	5/24/93	3170574	6/28/96
FLECTRON & DESIGN	Japan	22	Registered	51322/93	5/24/93	3304299	5/16/97
FLECTRON & DESIGN	Japan	23	Registered	51323/93	5/24/93	3170575	6/28/96
FLECTRON & DESIGN	Korea, Republic of	48	Registered	12541/1991	5/2/91	249426	9/14/92
FLECTRON & DESIGN	Korea, Republic of	49/Korean Cl. 39	Registered	12542/1991	5/2/91	243823	7/16/92
FLECTRON & DESIGN	United States	17, 22, 23	Registered	74/086,560	8/6/90	1788696	8/17/93
LAIRD TECHNOLOGIES	China	17	Pending	2001122137	7/11/01		
LEXEL	United States	40	Registered	74/383,076	4/27/1993	1893758	5/9/1995