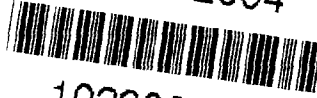


RI
T

12-14-2004



102900973

Docket No.:

4562-10

Tab settings

To the Director of the United States Patent and Trademark

and original documents or copy thereof.

1. Name of conveying party(ies):

JBJ EQUIPMENT COMPANY, INC.

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **PRECISION AUTOMATION CO., INC.**

Internal Address:

Street Address: **P. O. BOX 18**

City: **HADDONFIELD** State: **NJ** ZIP: **08033**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **NEW JERSEY**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **ASSET PURCHASE AGREEMENT**

- Merger
- Change of Name

Execution Date: **MAY 14, 2004**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,019,846	1,089,573
1,061,117	2,407,972
1,081,593	

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **NORMAN E. LEHRER, P.C.**

Internal Address:

12/13/2004 JYALLAW 0000001: 1019846

01 FC:4521
02 FC:4522

40.00 DP
100.00 DP

Street Address: **1205 N. KINGS HIGHWAY**

City: **CHERRY HILL** State: **NJ** ZIP: **08034**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **140.00**

- Enclosed Credit Card Payment Form
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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.

NORMAN E. LEHRER

Name of Person Signing

Signature

DECEMBER 3, 2004

Date

Total number of pages including cover sheet, attachments, and

17

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

TRADEMARK
REEL: 003091 FRAME: 0269

12-6-04

USCC

ASSET PURCHASE AGREEMENT

AGREEMENT made the 14th day of May, 2004, between **JBJ Equipment Company, Inc.**, a Delaware corporation ("Seller"), and **Precision Automation Co., Inc.**, a New Jersey corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of, among other things, manufacturing, selling and servicing lines of inspection, slitting and rewinding equipment and machinery marketed as the "Tracker," "Tracker Premier," "Inspector" and "Platform 20/20" for use in the tag and label industry (hereinafter referred to as the "Business"); and

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, certain assets of Seller used in the operation of the Business, pursuant to and in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **Purchase and Sale of Assets.** On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of all liens, security interests, claims and encumbrances, all of Seller's right, title and interest in and to the following assets of Seller used in the operation of the Business (collectively, the "Purchased Assets"):
 - (a) all intellectual property, know-how, technology, designs, plans, drawings and materials used exclusively in the operation of the Business, including the newly developed electronic controls and the plans, designs and documentation related thereto, all rights to the names "Arpeco," "Tracker," "Tracker Premier," "Inspector" and "Platform 20/20" and the goodwill associated therewith and all common law and registered intellectual property, including all rights to the Canadian and United States patents, copyrights, trademarks and trade names relating to the Business (including the "Quick Load" patent) and listed on Exhibit A hereto (collectively, the "Intellectual Property");
 - (b) the contracts, purchase orders and customer orders relating to the Business and listed on Exhibit B hereto (collectively, the "Contracts");
 - (c) the deposits made by customer(s) of the Business and listed on Exhibit C hereto;
 - (d) a list of all customers of the Business, which list shall include each customer's name and address;

by Seller to Seller's customers prior to the Closing Date (the "Assumed Liabilities"). Buyer does not assume any obligations or liabilities related to any other sales of machinery or equipment by Seller or Seller's predecessor company, Arpeco Engineering, LTD.

4. **Retained Liabilities.** Except as set forth in Section 3 of this Agreement, Buyer shall not assume any obligations or liabilities of Seller of any type or nature. All liabilities of Seller that do not constitute Assumed Liabilities shall be Retained Liabilities and Seller shall retain and be responsible for the timely payment, performance and discharge of all of the Retained Liabilities. The parties agree that, with the sole exception of the specific "Assumed Liabilities," this transaction is an asset only purchase.

5. **Purchase Price; Sublease Payments.**

(a) The purchase price for the Purchased Assets shall be an amount equal to (i) Seven Hundred Fifty Thousand Dollars (\$750,000.00) minus (ii) the aggregate amount of the deposits listed on Exhibit C hereto minus (iii) the Net Inventory Amount (the "Purchase Price") and shall be paid by Buyer to Seller on the Closing Date by bank wire transfer of immediately available funds to an account designated in writing by Seller. For purposes of this Section 5, the "Net Inventory Amount" shall be determined by aggregating the costs of all parts withdrawn from Inventory in the ordinary course of Seller's business during the period from April 26, 2004 until the Closing Date and subtracting from that amount the aggregate costs to Seller of all parts added to the Inventory in the ordinary course of Seller's business during the period from April 26, 2004 until the Closing Date, each as determined in accordance with GAAP, consistent with Seller's past practices; provided that the determination of the Net Inventory Amount shall not include the costs of any parts that are withdrawn from the Inventory by Seller during such specified period of time in order to complete the Completed Trackers. At the Closing, Seller shall deliver to Buyer a calculation of the Net Inventory Amount as of the Closing Date, determined in accordance with this Section 5 (the "Net Inventory Statement").

(b) On the Closing Date, Buyer shall pay to Seller, by bank wire transfer of immediately available funds to an account designated by Seller, an amount equal to Four Thousand Thirty Two Dollars (\$4,032), which amount shall be applied by Seller to the monthly rent payments payable by Buyer to Seller under the Cinnaminson Sublease (the "Cinnaminson Sublease Payments").

6. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) Seller is the sole owner of and has good and marketable title to all of the Purchased Assets, free and clear of all liens, claims and encumbrances. No

consent or approval by, or notice to any third party, is required in connection with the sale of the Purchased Assets to Buyer pursuant to this Agreement.

- (b) Except for Seller's rights in the Purchased Assets sold to Buyer under this Agreement, Seller does not own or have any other rights in or to any patent, copyright, trademark, service mark or other intellectual property pertaining to any of the Purchased Assets.
- (c) The Intellectual Property used by Seller in the Business does not (i) violate or infringe any patent, copyright, trademark or service mark of any other person or entity, (ii) contain any libelous or defamatory material or any material which Seller is not duly authorized to use, (iii) misuse or misappropriate any trade secret or confidential information of any other person or entity.
- (d) Except as set forth on Schedule 6(d), there are no claims, actions, suits or proceedings pending or threatened before any or by any court or governmental authority, against or affecting the Business or the Purchased Assets. There is no action, suit or proceeding pending or threatened before any court or governmental authority which would give any party the right to rescind or enjoin the transaction contemplated by this Agreement.
- (e) There are no Seller defaults with regard to any of the Contracts.
- (f) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all corporate power and authority to conduct its Business as now being conducted. The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary corporate action and this Agreement is the legal, valid and binding agreement of Seller, enforceable against it according to its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any statute or administrative regulation or any order, writ, injunction, judgment or decree of any court or governmental authority or any arbitration award applicable to the Business or violate any of the provisions of Seller's Articles of Incorporation or Bylaws.
- (g) Seller has filed or will file, in a timely manner, all requisite federal, state and local and other tax returns for all fiscal periods ending on or before the Closing Date that it is required to file with respect to the Business and has paid or will pay all taxes due and owing arising out of the operation of the Business for all periods covered by such tax returns. There are no tax liens on any of the Purchased Assets except for liens for taxes not yet due and payable.
- (h) No consent, authorization or approval of any third party or governmental authority is required for the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby, and there

exists no right of first refusal or other preferential purchase rights with respect to any of the Purchased Assets.

- (i) Seller is in material compliance with all laws, regulations, governmental orders or judgments applicable to its Business and has all domestic and foreign licenses, permits and other governmental authorizations necessary for the conduct of the Business. Seller is not in default under any law or regulation, or under any order of any court or government authority.

7. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

- (a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Jersey and has all corporate power and authority necessary for its execution, delivery and performance of this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action and this Agreement is the legal, valid and binding agreement of Buyer, enforceable against it according to its terms.
- (b) There is no action, suit or proceeding pending, or to the best knowledge of Buyer, threatened, before any court or governmental authority which would give any party the right to rescind or enjoin the transaction contemplated by this Agreement.
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any statute or administrative regulation or any order, writ, injunction, judgment or decree of any court or governmental authority or any arbitration award or violate any of the provisions of Buyer's Articles of Incorporation or Bylaws.

8. **Non-Competition.**

- (a) For a period of five (5) years from the date of this Agreement, Seller will not (i) develop, manufacture, promote, market, sell or otherwise exploit, and will not participate, directly or indirectly, in the development, manufacture, promotion, marketing, sale or other exploitation of any device, machine or product in competition with the Business or any device, machine or product that performs the same functions as any device, machine or product manufactured and sold by the Business or (ii) apply for a patent with respect to such devices, machines or products.
- (b) Seller acknowledges that violation of any of the provisions of this Section 8 will cause irreparable loss and harm to Buyer which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that Buyer will be entitled, without posting bond or other security, to injunctive and

other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of Buyer to an action for damages.

9. **Employees.** Buyer shall have the right, but not the obligation, to offer employment to those employees of the Business listed on Exhibit F; provided that Buyer exercises such right on the Closing Date and offers employment to such employees effective as of the Closing.

10. **Pre-Closing Agreements.**

- (a) From the date hereof until the Closing, Seller will continue to operate the Business in the ordinary course.
- (b) Seller agrees to use commercially reasonable efforts to ship the Completed Trackers to Seller's customers prior to the Closing Date.
- (c) Prior to the Closing Date and upon the reasonable request of Buyer, Seller shall provide copies of all product liability insurance policies relating to the Business and permit Buyer to discuss such insurance policies with Seller's insurance agent and/or insurance carrier.
- (d) Prior to the Closing Date and upon the reasonable request of Buyer, Seller shall provide Buyer with the history of any and all past or current litigation against Seller relating to the Business, including any and all product liability claims relating to the Business.

11. **Post-Closing Agreements.**

- (a) From and after the Closing Date, Seller will cease using the name "Arpeco" in connection with any of its businesses.
- (b) For a period of six (6) months following the Closing Date and upon the reasonable request of Buyer, Seller shall advise Buyer, without charge, with respect to any matters pertaining to the Business.
- (c) For a period of six (6) months following the Closing Date and upon the reasonable request of Seller, Buyer shall assist Seller, without charge, with the segregation of the Excluded Assets that are located at the Cinnaminson Facility (as defined below) or the Mississauga Facility (as defined below).
- (d) From and after the Closing Date, Seller will refer to Buyer all customer inquiries and orders it receives with respect to the Business.
- (e) Buyer acknowledges and agrees that the initial term of the Cinnaminson Sublease (as defined below) shall begin on the Closing Date and end on June 30, 2004.

Seller and Buyer agree that Buyer shall have the right to extend the initial term of the Cinnaminson Sublease for an additional three (3) month period (provided that such extension does not extend the term of the Cinnaminson Sublease further than September 25, 2004), provided that Buyer provides Seller with written notice of its intent to extend the initial term on or before May 31, 2004.

- (f) Buyer and Seller acknowledge that Seller is unable to deliver to Buyer the Mississauga Sublease and the sublandlord's consent with respect thereto at the Closing. Buyer and Seller agree that Seller shall use commercially reasonable efforts to enter into the Mississauga Sublease with Buyer, and obtain the sublandlord's consent with respect thereto, within forty-five (45) days of the Closing Date. During the period of time beginning on the Closing Date and ending on the date on which Seller and Buyer execute the Mississauga Sublease and Seller delivers the sublandlord consent to Buyer, Buyer shall reimburse Seller for all amounts due and payable by Seller, or any affiliate of Seller, with respect to the lease of the Mississauga Facility (as defined below).
- (g) For a period of twelve (12) months following the Closing Date Seller (i) shall not dissolve or liquidate itself without the prior written consent of Buyer and (ii) shall maintain a minimum of \$200,000 in cash or cash equivalents. During such twelve (12) month period, upon the reasonable request of Buyer, Seller shall provide to Buyer evidence of its compliance with the covenant contained in this Section 11(g)(ii).

12. **Agreement with Respect to Excluded Machinery.** Buyer acknowledges that the Excluded Machinery was originally designated by Seller to be sent to Seller's customer, Top Flight, and that Buyer will need to fulfill the current Contract with Top Flight by manufacturing and/or selling to Top Flight a different Tracker machine than the Excluded Machinery.

13. **Further Assurances.** Seller and Buyer shall cooperate reasonably with each other and their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement and shall: (a) furnish upon request to each other such further information; (b) execute and deliver to each other documents; and (c) do such other acts and things, all as the other party may reasonably request, for the purpose of carrying out the intent of this Agreement and the transactions contemplated thereby.

14. **The Closing.** The closing of the transactions contemplated hereby (the "Closing") shall be held at Buyer's offices at 1841 Old Cuthbert Road, Cherry Hill, New Jersey, on May 14, 2004 at 10:00 a.m., or at such other place and time as Seller and Buyer shall mutually agree (the "Closing Date").

- (a) Seller's Deliveries. At the Closing, Seller shall deliver to Buyer:

- (i) a bill of sale and assignment of all of the Purchased Assets, which document shall also contain Buyer's assumption of the Assumed Liabilities (the "Bill of Sale, Assignment and Assumption Agreement"), executed by Seller;
 - (ii) a sublease (the "Cinnaminson Sublease") with respect to the property located at 2615 River Road, Cinnaminson, New Jersey (the "Cinnaminson Facility"), executed by Seller, and a consent of the landlord with respect thereto;
 - (iii) subject to Section 11(f) hereof, a sublease (the "Mississauga Sublease") with respect to the property located at 1495 Bonhill Road, Units 1 & 2, Mississauga, Ontario, Canada (the "Mississauga Facility"), executed by Seller, and a consent of the sublandlord with respect thereto;
 - (iv) certified copies of the resolutions of the Seller's Board of Directors and shareholders authorizing the execution of this Agreement and the performance of the transaction contemplated hereby;
 - (v) the Net Inventory Statement; and
 - (vi) a certificate of good standing issued by the Department of State of the State of Delaware to Seller.
- (b) Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller:
- (i) the Purchase Price;
 - (ii) the Cinnaminson Sublease Payments;
 - (iii) the Bill of Sale, Assignment and Assumption Agreement, executed by Buyer;
 - (iv) the Cinnaminson Sublease, executed by Buyer;
 - (v) subject to Section 11(f) hereof, the Mississauga Sublease, executed by Buyer;
 - (vi) certified copies of the resolutions of the Buyer's Board of Directors authorizing the execution of this Agreement and the performance of the transaction contemplated hereby; and
 - (vii) a certificate of good standing issued by the Department of State of the State of New Jersey to Buyer.

15. **Indemnification.**

- (a) Seller's Indemnification. Seller will indemnify Buyer against any liability, and will hold Buyer harmless from, any loss, damage, cost and expense (including, without limitation, reasonable legal fees and court costs) which Buyer incurs arising from or in connection with: (i) the failure to discharge when due any liability or obligation of Seller other than the Assumed Liabilities, or any claim against Buyer with respect to any such liability or obligation or alleged liability or obligation; (ii) any claims by parties other than Buyer to the extent cause by acts or omissions of Seller on or prior to the Closing Date and not constituting an Assumed Liability; (iii) any breach of any of Seller's representations and warranties contained in Section 6; or (iv) any breach by Seller of, or failure by Seller to comply with, any of its covenants, duties or obligations under this Agreement.
- (b) Buyer's Indemnification. Buyer will indemnify Seller against any liability, and will hold Seller harmless from, any loss, damage, cost and expense (including, without limitation, reasonable legal fees and court costs) which Seller incurs arising from or in connection with: (i) Buyer's failure to pay, discharge and perform any of the Assumed Liabilities; (ii) any claims by parties other than Seller to the extent caused by the acts or omissions of Buyer after the Closing Date and not constituting a Retained Liability, including without limitation, claims for damages which arise out of Buyer's operation of the Business after the Closing Date; (iii) any breach of any representation or warranty made by Buyer in this Agreement; or (iv) any breach by Buyer of, or failure by Buyer to comply with, any of its covenants, duties or obligations under this Agreement.
- (c) Indemnification Procedures. If any claim is asserted by any person or entity not a party to this Agreement after the Closing Date against either Seller or Buyer for which indemnification may be sought under the provisions of this Section 15 (a "Third-Party Claim"), Buyer or Seller, as may be applicable, shall promptly notify the other in writing of such claim within thirty (30) days after receipt by such indemnified party of written notice of the Third-Party Claim and the indemnifying party shall thereafter undertake the defense of such claim, with counsel acceptable to the indemnified party; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying party shall have been actually prejudiced as a result of such failure. If the indemnifying party does not promptly undertake the defense of the Third-Party Claim, then the indemnified party may undertake the defense of such claim itself, with counsel of its own choosing, and the indemnifying party shall reimburse the indemnified party for all costs and expenses, including court costs and reasonable attorneys fees, incurred by such party in defending and resolving the Third-Party Claim. Both parties agree to provide the other party such assistance as the other party may reasonably request in order to defend, settle or compromise any Third-Party Claim hereunder. Neither party shall settle or compromise any Third-Party Claim hereunder without the consent of the other party, which consent shall not be unreasonably withheld or delayed. A claim for

indemnification for any matter not involving a Third-Party Claim may be asserted by written notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

- (d) Survival of Representations and Warranties. Notwithstanding the Closing of the transactions contemplated by this Agreement, or any investigation made by or on behalf of Seller or Buyer, the representations and warranties of Seller and Buyer contained in this Agreement, or in any certificate, Exhibit or other document delivered pursuant hereto, will survive the date hereof for twelve (12) months following the Closing Date. Nothing contained in this Section 15(d) shall in any way limit Buyer's right to indemnification under Section 15(a)(i) hereof.
- (e) Indemnity for Litigation. Seller will indemnify Buyer against any liability, and will hold Buyer harmless from, any loss, damage, cost and expense (including, without limitation, reasonable legal fees and court costs) which Buyer incurs arising from or in connection with the litigation identified on Schedule 6(d) hereof.
- (f) Indemnification for Bulk Sales Laws. The parties waive compliance with the provisions of any applicable bulk sales laws in connection with the sale of the Purchased Assets to Buyer. Seller shall indemnify Buyer against any liability, and will hold Buyer harmless from, any loss, damage, cost and expense (including, without limitation, reasonable legal fees and court costs) which Buyer incurs arising from or in connection with the Seller's failure to comply with the provisions of any applicable bulk sales laws in connection with the sale of the Purchased Assets to Buyer.
- (g) Limitation on Indemnification Claims. In no event shall Seller have any liability for indemnification of Buyer under this Agreement for any claims to the extent that such claims, including Third-Party Claims, exceed in the aggregate the Purchase Price; provided that the limitations on indemnification contained in this Section 15(g) shall not apply to Seller's indemnification of Buyer pursuant to Section 15(e) hereof.

16. **Notices.** Any notices, demands or other communications required or permitted hereunder shall be in writing and deemed given upon personal delivery, or three (3) business days after mailing if sent by certified or registered mail, return receipt requested, or one (1) business day after sending if sent by recognized overnight courier that maintains records of the time, date and place of delivery, or upon delivery if sent by electronically confirmed facsimile transmission, addressed as follows or as either party may designate from time to time in like manner:

If to Seller:

JBJ Equipment Company, Inc.

Laurel Corporate Center
11000 Midlantic Drive
Mount Laurel, NJ 08054
Attention: William Flisher, Chief Operating Officer
Fax Number: (856) 273-2710

With a copy to:

Duane Morris LLP
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire
Fax Number: (215) 979-1020

If to Buyer:

Precision Automation Co., Inc.
1841 Old Cuthbert Road
Cherry Hill, NJ
Attention: G. Frederick Rixon, Jr., President
Fax Number: (856) 428-1270

With a copy to:

Green, Lundgren & Ryan, P.C.
1010 Kings Highway South
Building Two
Cherry Hill, NJ 08034
Attention: William L. Lundgren, III
Fax Number: (856) 428-9802

17. **Entire Agreement; Amendment and Waiver.** This Agreement and the instruments to be delivered by Seller and Buyer pursuant to the provisions hereof constitute the entire agreement between the parties and supersedes and prior written or oral agreement or understanding relating to the subject matter hereof. Any provision of this Agreement may be amended, supplemented or waived only by an instrument in writing signed by Seller and Buyer.
18. **Governing Law, Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws rules thereof. Any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration in the Cherry Hill, New Jersey locale, in accordance with the

Commercial Arbitration Rules of the American Arbitration Association before a panel of three (3) arbitrators, one appointed by Seller, one appointed by Buyer and the third appointed by said Association. The decision or award of a majority of arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.
20. **Assignments, Successors and No Third-Party Rights.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon, and will inure to the benefit of Seller, Buyer and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assign pursuant to this section.
21. **Section Headings.** Section headings are for convenience of reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Table 1

PATENT APPLICATIONS OWNED BY JBJ EQUIPMENT COMPANY			
Country	Application No.	Maintenance Fee Due	Our File No.
CA	2,215,024 (TRACKER)	September 4, 2004	50931-1
PATENTS OWNED BY JBJ EQUIPMENT COMPANY			
Country	Application No.	Next Maintenance Fee Due	Our File No.
CA	2,184,769 (PLATFORM 20/20)	September 4, 2004	50931*2184769
US	5,762,254 (PRESS)	Reinstatement & Maintenance Fee Due: June 9, 2004	50931-2
NOT included in Sale			
US	5,727,748 (PLATFORM 20/20)	September 17, 2005	50931-3
US	5,915,644 (QUICKLEAD)	December 29, 2006	50931-4

6/11/04
5/11/04
DOD
5/13/04

Table 2

TRADE-MARKS OWNED BY JBJ EQUIPMENT COMPANY			
Canada			
Trade-mark	Registration No.	Next Renewal Due	Our File No.
TRACKER	297,356	November 23, 2014	50931*297356
ARPECO	188,326	February 2, 2018	50931*188326
DYNATRACK	524,942	March 15, 2015	50931*524942
IMPRESSIGNIST	450,995 (NOT ENCLOSED TO SALE)	November 24, 2010	50931*450995
United States			
Trade-mark	Registration No.	Next Renewal Due	Our File No.
ARPECO	1,081,593	January 10, 2008	50931-5
ARPECO	1,089,573	April 18, 2008	50931-6
INSPECTOR	1,061,117	March 15, 2007	50931-7
TRACKER	1,019,846	September 9, 2005	50931-8

6/11/04
5/11/04
DOD
5/13/04