

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jered Industries, Inc.		08/17/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jered LLC		
Street Address:	103 Shipyard Drive		
Internal Address:	P.O. Box 904		
City:	Brunswick		
State/Country:	GEORGIA		
Postal Code:	31521-0904		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2387231	NE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 756-2288		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	Schulte Roth & Zabel LLP		
Address Line 2:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042891/0003		
NAME OF SUBMITTER:	Daniel Angel, Esq.		
Signature:	/beb for da/		

CH \$40.00 2387231

Date:

09/18/2006

Total Attachments: 9

source=necontract#page1.tif

source=necontract#page2.tif

source=necontract#page3.tif

source=necontract#page4.tif

source=necontract#page5.tif

source=necontract#page6.tif

source=necontract#page7.tif

source=necontract#page8.tif

source=necontract#page9.tif

ASSET PURCHASE AGREEMENT

Dated as of August 17, 2005

By and Between

JERED LLC

and

JERED INDUSTRIES, INC.

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 17, 2005, by and between JERED LLC, a Delaware limited liability company (the "Buyer") and JERED INDUSTRIES, INC., a Delaware corporation (the "Seller").

WHEREAS, the Seller operates a naval and commercial system design, engineering and manufacturing business, which principally manufactures and sells ships' steering gear, elevators (including for aircraft, weapons and personnel), anchor windlasses, capstans and cranes for ships, winches, shipboard cranes, cranes, radar screens, general material handling for naval and marine vessels and applications, straddle carriers, steering gear, large structural fabrications and, weapons handling systems and the ELCAS(M) modular, portable pier system and conducts the shipboard installation of electrical and HVAC systems (together with any other business that is or has been conducted by the Seller, the "Business");

WHEREAS, the Buyer wishes to purchase from the Seller and the Seller wishes to sell to the Buyer substantially all of the assets used in the Business other than the Excluded Assets (as hereinafter defined), and the Buyer wishes to assume certain specified liabilities of the Seller related to the Business, all as more fully described herein;

WHEREAS, the Buyer wishes that PaR Systems, Inc., a Delaware corporation (the "Parent") issue certain debt instruments and equity securities to the Seller in partial payment of the Purchase Price (as defined below), and Parent, as the sole owner of the Buyer, is willing to do so at the request of the Buyer;

WHEREAS, the Seller has required as a condition to the consummation of the transactions contemplated by this Agreement that the Parent guarantee all of the obligations of the Buyer under and pursuant to this Agreement and the Parent has agreed to do so;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements and subject to the terms and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Baker & McKenzie LLP, One Prudential Plaza, Suite 3900, 130 E. Randolph Drive, Chicago, Illinois 60601, at 10:00 A.M., local time, on the date hereof, or such other place, time or date as the Buyer and the Seller agree in writing. The date of the Closing shall be referred to herein as the "Closing Date."

1.02 Assets Being Sold and Purchased. (a) Subject to and upon the terms and conditions of this Agreement, at the Closing the Seller shall grant, transfer, sell, convey, assign and deliver to the Buyer (pursuant to the Bill of Sale attached hereto as Exhibit A (the "Bill of Sale")), and the Buyer shall purchase from the Seller, all of the Seller's right and title to and

interest in and to all of the properties and assets of every kind, nature and description of the Seller (other than the Excluded Assets), as the same existed immediately prior to the Closing, free and clear of all Liens, except as may be otherwise explicitly provided herein, including without limitation, the following:

REDACTED

(v) the entire right, title and interest of the Seller in and to all intellectual property owned, used or licensed (as licensor or licensee, subject to Section 1.12 and Section 4.10) by Seller, including (a) Seller's name, assumed business names and corporate names, including without limitation all of the right, title and interest of the Seller and its Affiliates in the names "Jered," "Jered Industries," "JBB," "NETEC," "Brunswick Ship Repair," and "Marine Enterprises," (b) patents, patent disclosures, trademarks, service marks, trade dress,

trade names, logos, copyrights and mask works, and all registrations, applications and goodwill associated with the foregoing, (c) computer software (including source and object codes, if any, to which Seller has access), databases, data models or structures, algorithms, system architectures and related documentation, data and manuals, (d) trade secrets, know-how and confidential business information (including information concerning products, product specifications, data, formulae, compositions, designs, sketches, photographs, graphs, drawings, samples, inventions, discoveries, ideas, past, current, and planned research and development, current and planned methods and processes, client and customer lists and files, current and anticipated client and customer requirements, vendor and supplier lists and files, price lists, market studies, business plans, business opportunities and financial data), and any contract rights with respect to the foregoing, (e) rights in Internet web sites and domain names used by Seller, and (f) rights in electronic mail addresses and in telephone, facsimile, cable or similar numbers used by Seller (all of the foregoing referred to as the "Intellectual Property"), in each case whether patentable or unpatentable, or registrable or unregistrable, and together with all rights and remedies against any infringement thereof;

REDACTED

REDACTED

1.03 Excluded Assets. Notwithstanding anything contained in Section 1.02 hereof to the contrary, the following assets of the Seller (the "Excluded Assets") shall be retained by the Seller and shall not be sold, assigned or transferred to the Buyer pursuant to this Agreement:

REDACTED

REDACTED

9919352.16

- 6 -

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

BUYER:

JERED LLC

By: _____

Name:

Title: President

SELLER:

JERED INDUSTRIES, INC.

By: _____

Name:

Title:

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

BUYER:

JERED LLC

By: 

Name: Mark A. Wipfler
Title: President

SELLER:

JERED INDUSTRIES, INC.

By: _____

Name:
Title:

9919352.11