

## 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
FTS Systems, Inc.		10/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SP Industries, Inc.		
Street Address:	935 Mearns Road		
City:	Warminster		
State/Country:	PENNSYLVANIA		
Postal Code:	18974		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76661459	THERMOJET	
Registration Number:	2432784	MAXI COOL	
Registration Number:	2505955	LYOSTAR	
Registration Number:	2587219	LYOMANAGER	
Registration Number:	2577217	QUANTUM	
Registration Number:	1713407	TURBO-JET	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-861-1500		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	P. Jay Hines		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Washington Square, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		

CH \$165.00 76661459

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TRADEMARK  
REEL: 003482 FRAME: 0483

ATTORNEY DOCKET NUMBER:	58913.0001
NAME OF SUBMITTER:	P. Jay Hines
Signature:	/pjh/
Date:	02/16/2007
<p>Total Attachments: 7 source=FTSSender_M5#page1.tif source=FTSSender_M5#page2.tif source=FTSSender_M5#page3.tif source=FTSSender_M5#page4.tif source=FTSSender_M5#page5.tif source=FTSSender_M5#page6.tif source=FTSSender_M5#page7.tif</p>	

**ASSET PURCHASE AGREEMENT**

**by and among**

**SP INDUSTRIES, INC.**

**FTS SYSTEMS, INC. and CELERITY, INC.**

**October \_\_, 2006**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of October \_\_, 2006 (the “*Effective Date*”) by and among SP INDUSTRIES, INC., a Delaware corporation (the “*Buyer*”), and FTS SYSTEMS, INC., a Delaware corporation (the “*Seller*”), and, solely for purposes of Article III, Sections 7.1 -7.5, 7.9, Article VIII, and Article IX hereof, CELERITY, INC., a Delaware corporation (the “*Parent*”). The Buyer, the Seller and the Parent are sometimes referred to individually herein as a “*Party*” and collectively herein as the “*Parties*.” Capitalized terms used herein shall have the meanings set forth in Section VIII hereof.

### PRELIMINARY STATEMENT

WHEREAS, the Parent owns all of the issued and outstanding shares of capital stock of the Seller;

WHEREAS, the Seller is engaged in the business of developing, manufacturing, selling and servicing freeze dryers, recirculating chillers, and other thermal control systems (the “*Business*”);

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, substantially all of the assets of the Seller with respect to or used in connection with the Business, for the consideration set forth below and the assumption of certain of the liabilities of the Seller relating to the Business, subject to the terms and conditions of this Agreement; and

WHEREAS, the Buyer wishes to protect its investment in the Business and is not willing to purchase substantially all of the assets of and assume certain of the liabilities of the Seller unless, *inter alia*, the Parent agrees to be bound by certain covenants and agreements set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE 1

#### THE PURCHASE

**1.1 Purchase and Sale of Assets.** Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest of the Seller in and to all of the following assets, properties and rights, whether real, personal, tangible or intangible, of every kind, nature and description (except as specified in Section 1.1(b) below), free and clear of any liens or encumbrances other than Permitted Encumbrances (collectively, the “*Acquired Assets*”), and no other properties or assets of the Seller:

(i) all accounts receivable and all unbilled amounts for contracts in progress and purchase orders for the sale of products and/or the provision of services by the Seller that are related to the Business and have not been shipped or provided as of the Closing;

(ii) all inventories of all raw materials, work in process, finished goods, supplies, packaging materials, spare parts and similar items used in connection with the operation of the Business;

(iii) all machinery, equipment, tools and tooling, furniture, computers, fixtures, leasehold improvements related to or used in the Business that are located at (i) 3538 Main Street, Stone Ridge, NY 12484, (ii) the storage space leased by Seller located at Marbletown Industrial Center, 2452B Lucas Turnpike, High Falls, NY, and (iii) Seller's customers' or suppliers' facilities, except for those assets listed on **Schedule 1.1(a)(iii)**;

(iv) the motor vehicles listed on **Schedule 1.1(a)(iv)**;

(v) to the extent assignable, all Intellectual Property used in the Business, including that listed on **Schedule 2.10(c)** of the Disclosure Schedule and including, without limitation, all rights in and to the trademarks listed on **Schedule 2.10(c)** of the Disclosure Schedule, but Buyer shall have no right to the use of the "*Celerity*" name;

(vi) except for the contracts, agreements and instruments listed on **Schedule 1.1(a)(vi)**, to the extent assignable, all rights under contracts, agreements or instruments to which the Seller is a party that are related to the Business or the Acquired Assets (including, without limitation, any agreements or instruments securing any amounts owed to the Seller, any equipment leases and any licenses or sublicenses issued to or by the Seller relating to Intellectual Property), including, but not limited to, those listed on **Schedules 2.13(a)** and **2.28** of the Disclosure Schedule (collectively, the "*Assigned Contracts*");

(vii) except to the extent specifically excluded in **Section 1.1(b)** hereof, all claims, refunds, deposits, causes of action, chooses in action, rights of recovery, rights of setoff and rights of recoupment, including, without limitation, all rights under warranties arising from or related to the operation of the Business;

(viii) to the extent assignable, all Permits issued by or obtained from any Governmental Entity used in the operation of the Business;

(ix) originals or certified copies of all books, records, accounts, ledgers, files, documents, correspondence, lists (including customer and sales prospect lists), drawings or specifications, product and sales literature, employment records, manufacturing, technical and procedural manuals, advertising and promotional materials, studies, and reports that are related solely to the Business, but excluding original minute books and stock ledgers;

(x) to the extent assignable, all rights to enforce any confidentiality, invention assignment and/or non-competition agreements between the Seller and its employees;

(xi) all goodwill of the Business;

(a) best of the Seller's knowledge, there is no pending or threatened proceeding or action to change or redefine the zoning classification of all or any portion of the Real Property.

(b) To the best of the Seller's knowledge, the buildings, structures and improvements included in the Real Property are free of all construction defects and are in good operating condition and repair (subject to normal wear and tear), and are supplied with utilities and other services necessary for the current use of such buildings, structures and improvements by the Seller in the conduct of the Business.

(c) There are no leases, subleases, licenses or agreements granting to any Person the right to use or occupy all or any portion of the Real Property.

## **1.2 Intellectual Property.**

(a) Except as set forth on **Schedule 2.10(a)** of the Disclosure Schedule, the Seller owns or has the right to use all Intellectual Property used by the Seller for the operation of the Business as presently conducted. The Seller has taken reasonable measures to protect the proprietary nature of each item of Intellectual Property and to maintain in confidence all trade secrets and confidential information that the Seller owns or uses. To the best of the Seller's knowledge, no other Person (other than licensors of software that generally is commercially available) has any rights to any of the Intellectual Property used by the Seller (except pursuant to agreements or licenses specified in **Schedule 2.10(c) or 2.10(d)** of the Disclosure Schedule), and, to Seller's knowledge, no other Person is infringing, violating or misappropriating any of the Intellectual Property used by the Seller.

(b) Except as set forth on **Schedule 2.10(b)** of the Disclosure Schedule, to Seller's knowledge, the business, operations and activities of the Business as now conducted and as conducted prior to the date of this Agreement have not infringed or violated, or constituted a misappropriation of, and do not now infringe or violate, or constitute a misappropriation of, any Intellectual Property rights of another Person (including, without, limitation any Affiliate of the Seller). The Seller has not received any complaint, claim or notice alleging any such infringement, violation or misappropriation.

(c) **Schedule 2.10(c)** of the Disclosure Schedule identifies each patent, trademark or service mark registration that has been issued to, or is owned by, the Seller, identifies each pending patent, trademark or service mark application or application for registration that the Seller has made or that the Seller owns, identifies each software product currently licensed or distributed by the Seller (other than standard "off the shelf software programs" or software pursuant to shrink-wrap, freeware or general public licenses), identifies each license or other agreement pursuant to which the Seller has granted any rights to any third party with respect to any Intellectual Property of the Seller and generally identifies all other rights to or in Intellectual Property owned by the Seller, in each case, as currently used, or in Seller's possession and useable, in the operation of the Business. The Seller has delivered or made available to the Buyer correct and

complete copies of all such patents, registrations, applications, licenses and agreements (as amended to date) and has made available to the Buyer correct and complete copies of all other written documentation evidencing ownership of, rights to use and any claims or disputes relating to, each such item.



**Schedule 2.10(c)****Patents, Trademarks, Service marks, and other.****Patents**

Country	Title	Application No	Filing Date	Patent No.	Issue Date	Status
USA	Semiconductor process tool incorporating heat exchanger	10/094500	8-Mar-2002	6705095	16-Mar-2004	Granted
USA	Positioning device for temperature sensor in freeze drying	08/176422	3-Jan-1994	5447374	5-Sep-1995	Granted
USA	Positioning device for temperature sensor in freeze drying	07/459534	2-Jan-1990	4966469	30-Oct-1990	Granted
USA	Freeze dryer for unattended operation	07/126752	30-Nov-1987	4823478	25-Apr-1989	Granted
USA	Process and device for determining the end of a primary stage of freeze drying	07/126277	30-Nov-1987	4780964	1-Nov-1988	Granted
USA	Live component temperature conditioning device providing fast temperature variations	6922520	24-Oct-1986	4787752	29-Nov-1988	Granted
USA	Apparatus and methods for effecting a burn-in procedure on semiconductor devices	900530	26-Aug-1986	4745354	17-May-1988	Granted

**Trademarks**

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
USA	MAXI-COOL	75/656066	8-Mar-1999	2432784	6-Mar-2001	Registered
USA	ULTRA-COOL	75/656067	8-Mar-1999			Abandoned
USA	LYOSTAR	75/917956	14-Feb-2000	2505955	13-Nov-2001	Registered
USA	LYOMANAGER	75/917947	14-Feb-2000	2587219	2-Jul-2002	Registered
USA	QUANTUM	75/918190	14-Feb-2000	2577217	11-Jun-2002	Registered
USA	TURBO-JET	74/116542	19-Nov-1990	1713407	8-Sep-1992	Registered
USA	ULTRA-COOL	76/305484	27-Aug-2001			Abandoned
USA	THERMOJET	TBD	9-Jun-2006			Pending
USA	ACCELERATOR	73669799	1-Jul-1987	1502867	6-Sep-1988	Cancelled
USA	AIR-JET	73477415	26-Apr-1984	1329425	9-Apr-1985	Cancelled
USA	BIO-COOL	73477416	26-Apr-1984	1320557	19-Feb-1985	Cancelled
USA	CHALLENGER	73564833	24-Oct-1985	1394756	27-May-1986	Cancelled
USA	FLEXI-COOL	73024337	17-Jun-1974	1016758	29-Jul-1975	Expired
USA	FTS	73004234	23-Oct-1973	1015728	15-Jul-1975	Expired
USA	MULTI-COOL	73024336	17-Jun-1974	1017898	12-Aug-1975	Expired

**Copyrights**

Country	Copyright	Registration No.	Registration Date	Owner
USA	Accelerator: liquid burn-in systems for power-up testing of electronic components with high watt densities	TX-2-179-295	14-Sep-1987	FTS