

TO:ALADAR F. SILES COMPANY:1610 COLONIAL PARKWAY

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**04/19/2007  
 900074885**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IMPERO ELECTRONICS, INC.		03/17/2005	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	VISIONTEK PRODUCTS, LLC
<b>Street Address:</b>	1610 Colonial Parkway
<b>City:</b>	Inverness
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60067
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	74696957	VISIONTEK
<b>Registration Number:</b>	2045429	VISIONTEK

**CORRESPONDENCE DATA**

**Fax Number:** (224)836-3604  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 224-836-3255  
**Email:** asiles@imperoelectronics.com  
**Correspondent Name:** Aladar F. Siles  
**Address Line 1:** 1610 Colonial Parkway  
**Address Line 4:** Inverness, ILLINOIS 60067

OP \$65.00 74696957

<b>NAME OF SUBMITTER:</b>	Aladar F. Siles
<b>Signature:</b>	/Aladar F. Siles/
<b>Date:</b>	04/19/2007

Total Attachments: 1

TO:ALADAR F. SILES COMPANY:1610 COLONIAL PARKWAY

**VisionTek**

## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

This BILL OF SALE AND ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of this 17<sup>th</sup> day of March, 2005, by and between Impero Electronics, Inc. an Illinois corporation, ("**Impero**") and VisionTek Products, LLC an Illinois limited liability company ("**VisionTek**").

### **RECITALS**

WHEREAS, Impero and VisionTek, have entered into an Asset Acquisition Agreement with Hartford Computer Group, Inc; and

WHEREAS, Impero and VisionTek desire to fulfill the intent of the Asset Acquisition Agreement by the execution and delivery of this Agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, and of the other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Impero hereby assigns, transfers, and delivers to VisionTek and VisionTek accepts from Impero, all of Impero's right, title and interest in and to the trade-names and trademarks identified on Exhibit A.

2. **Further Assurance and Assistance.** After the date hereof, each party from time to time shall, without further consideration, execute and deliver such further documents and instruments and take such other actions as may be reasonably requested by the other party hereto in order to carry out the intents and purposes of this Agreement.

3. **Miscellaneous.** This Agreement encompasses the entire understanding among the parties with respect to the subject matter of this Agreement and hereby supersedes any and all prior representations, understandings and agreements, both oral or written, heretofore made among the parties with respect to the subject matter of this Agreement. No change, modification or waiver of any provisions of this Agreement shall be valid or binding unless it is in writing and signed by the parties intended to be bound thereby. No waiver of any breach, term or condition shall constitute a subsequent waiver of the same or any other breach, term or condition. This Agreement shall be governed by and construed exclusively in accordance with laws of the State of Illinois without regard to the choice of law principles thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and permitted assigns. For the convenience of the parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

IMPERO ELECTRONICS, INC.

By: Anthony R. Meppia  
Its: President

VISIONTEK PRODUCTS, LLC.

By: Anthony R. Meppia  
Its: Manager