

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTI PRECISION PRODUCTS, INC.		10/14/2003	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MTI PRECISION PRODUCTS, LLC		
Street Address:	175 Oberlin N. Avenue		
City:	Lakewood		
State/Country:	NEW JERSEY		
Postal Code:	08701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1483230	LYNX	
CORRESPONDENCE DATA			
Fax Number:	(201)488-3884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(201) 343-7775		
Email:	goldbergpat@earthlink.net		
Correspondent Name:	Richard M. Goldberg		
Address Line 1:	25 East Salem Street, Suite 419		
Address Line 4:	Hackensack, NEW JERSEY 07601		
ATTORNEY DOCKET NUMBER:	502/3/009		
NAME OF SUBMITTER:	Richard M. Goldberg		
Signature:	/Richard M. Goldberg/		
Date:	12/05/2007		

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Total Attachments: 9

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ASSET PURCHASE AGREEMENT
DATED AS OF OCTOBER 14, 2003,
BY AND BETWEEN
MTI PRECISION PRODUCTS, INC.
AND
MTI PRECISION PRODUCTS, LLC

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Purchase Agreement") is dated as of October 14, 2003, by and between MTI PRECISION PRODUCTS, INC., a New Jersey corporation (the "Company") and MTI PRECISION PRODUCTS, LLC, a Delaware limited liability company ("Purchaser"). Moshe Meller and Irith Meller (collectively, the "Mellers") are also parties to this Agreement solely for the purposes of Sections 1.01, 2.01, 2.02, 2.04, 3.01(b), 3.01(c), 3.01(d), 3.02, 3.03, 3.04, and 3.19. Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 15.01.

BACKGROUND

WHEREAS, the Company is engaged in the business of manufacturing and selling dental handpieces, dental air motors, dental electric motors, water distillers and steam sterilization systems as well as those dental handpiece attachments and dental handpiece accessories listed in Section A to the Disclosure Schedule (the "Business"); and

WHEREAS, the Company desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from the Company, all of the assets relating to the operation of the Business, in accordance with the terms and subject to the conditions set forth in this Purchase Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1

SALE OF THE BUSINESS ASSETS

1.01 Purchase and Sale of Business Assets.

(a) Assets Transferred. On the terms and subject to the conditions set forth in this Purchase Agreement, the Company and the Mellers, to the extent any of the same are owned by either or both of them, will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and pay for, at the Closing, good and valid title to the Business Assets (as defined below), free and clear of any Liens, other than Permitted Liens. The term "Business Assets" means and includes, except as otherwise provided in Section 1.01(b), (i) all of the properties, rights, interests and other tangible and intangible assets of the Company related to, used in, necessary for or useful in the conduct of the Business (wherever such Business Assets may be located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles in the jurisdiction of the Company's

incorporation, formation or location), including any assets acquired by the Company during the period from the date of this Purchase Agreement through and including the date of Closing to the extent related to, used in, necessary for or useful in the conduct of the Business. Without limiting the generality of the foregoing, Business Assets shall include the following:

(i) Business Real Property Leases. The leases and subleases of real property described in Section 1.01(a)(i) of the Disclosure Schedule (the "Business Real Property Leases");

(ii) Accounts Receivable. (A) All accounts receivable, notes receivable and other receivables of the Company set forth on Section 1.01(a)(ii) of the Disclosure Schedule (the "Business Accounts Receivable"), and (B) all monies collected with respect to any of the Business Accounts Receivable (on or after the Closing Date);

(iii) Tangible Personal Property. All furniture, fixtures, equipment, machinery, inventory and other tangible personal property listed in Section 1.01(a)(iii) of the Disclosure Schedule (the "Business Tangible Personal Property");

(iv) Personal Property Leases. The leases or subleases of tangible personal property described in Section 1.01(a)(iv) of the Disclosure Schedule (the "Business Personal Property Leases");

(v) Business Contracts. All Contracts listed on Section 1.01(a)(v) of the Disclosure Schedule (the "Business Contracts");

(vi) Prepaid Expenses. All prepaid expenses listed in Section 1.01(a)(vi) of the Disclosure Schedule (the "Business Prepaid Expenses");

(vii) Intangible Personal Property. The Company's and each Meller's rights in and to the name "MTI Precision Products, Inc.", trade names of the Company, including, without limitation, the tradename "LYNX", the trademark "LYNX" and all Intellectual Property (including goodwill therein) listed in Section 1.01(a)(vii) of the Disclosure Schedule (the "Business Intangible Property");

(viii) Licenses. All Licenses listed in Section 1.01(a)(viii) of the Disclosure Schedule (the "Business Licenses");

(ix) Vehicles. All motor vehicles listed in Section 1.01(a)(ix) of the Disclosure Schedule (the "Business Vehicles");

(x) Security Deposits. All security deposits which are listed in Section 1.01(a)(x) of the Disclosure Schedule (the "Business Tenant Security Deposits");

(xi) Books and Records. All Books and Records of the Company relating to the Business other than the minute books, stock transfer books and corporate seal of the Company (the "Business Books and Records");

(xii) Claims and Causes of Action. All claims (including claims

for past infringement of all Business Intellectual Property) and causes of action of the Company against any other Persons (regardless of whether or not such claims or causes of action have been asserted by the Company) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Company that relate to any of the Business Assets; provided, however, that in no event shall the foregoing include any claims, causes of action or rights against any of Moshe Meller, Irith Meller or Eran Meller; and

(xiii) Other Assets and Properties. Rights to the domain name "www.mti-dental.com," the content located on the website located on the Internet at such domain name, all telephone numbers, and all other Assets and Properties of the Company, listed in Section 1.01(a)(xiii) of the Disclosure Schedule (the "Other Assets").

(b) Excluded Assets. Notwithstanding anything in this Purchase Agreement to the contrary, all Assets and Properties of the Company listed in Section 1.01(b) of the Disclosure Schedule (the "Excluded Assets"), shall be excluded from, and shall not constitute, Business Assets.

1.02 Liabilities.

(a) Assumed Liabilities. In connection with the sale, transfer, conveyance, assignment and delivery of the Business Assets pursuant to this Purchase Agreement, on the terms and subject to the conditions set forth in this Purchase Agreement, at the Closing, Purchaser will assume and agree to pay, perform, defend and discharge when due only the following liabilities (the "Assumed Liabilities"):

(i) Contract. All obligations of the Company under the Acquired Contracts, but in each case, only to the extent such obligations (A) arise after the Closing Date, (B) do not arise from or relate to any breach by any of the Company of any provision of any of the Acquired Contracts (including the failure to provide any services or products under the Acquired Contracts), (C) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time, would constitute or result in a breach of any of the Acquired Contracts, (D) do not arise from the failure to obtain any required consent from any third party in connection with the assignment and transfer of the Acquired Contracts to Purchaser pursuant to this Purchase Agreement; and (E) are ascertainable (in nature and amount) solely by reference to the express terms of the Acquired Contracts; provided, that Assumed Liabilities shall include all warranty obligations for products sold or licensed by the Company prior to the Closing Date, except for the sale or license of all "X-Tip" products;

(ii) Accounts Payable. All obligations of the Company with respect to accounts payable (i) set forth on Section 1.02(a)(ii) of the Disclosure Schedule, and (ii) accounts payable arising after the date of this Purchase Agreement in the ordinary course of the conduct of the Business and that, in each case of (i) and (ii) remain unpaid and are not delinquent as of the Closing Date (the "Accounts Payable");

(iii) Accrued Expenses. Those accrued expenses and other

Person is renegotiating, or has the right to renegotiate, any amount paid or payable to the Company under any Acquired Contract or any other term or provision of any Acquired Contract.

(e) The Company has no knowledge of any basis upon which any party to any Acquired Contract may object to (i) the assignment to Purchaser of any right under such Acquired Contract, or (ii) the delegation to or performance by Purchaser of any obligation under such Acquired Contract.

(f) Section 3.18(f) of the Disclosure Schedule identifies each consent, approval or waiver required from any Person for the legal assignment from the Company to Purchaser or assumption by Purchaser of each Acquired Contract.

3.19 Intellectual Property Rights. The Company and the Mellers, jointly and severally, represent and warrant to Purchaser as follows:

(a) The Business Intangible Property is all of the Intellectual Property used by the Company in the conduct of the Business. The Company and/or the Mellers own all of the Business Intangible Property, free and clear of any Liens and has or have a valid right to use or otherwise exploit all Business Intangible Property. Section 3.19(a) of the Disclosure Schedule identifies any Business Intangible Property that has been licensed or granted the right to use to any Person and identifies the Contract under which such license or other right to use has been granted. Neither the Company nor the Mellers are obligated to make any payment to any Person for the use or other exploitation of any Business Intangible Property. Each of the Company and the Mellers are free to use, modify, copy, distribute, sell, license or otherwise exploit, on an exclusive basis, all of the Intellectual Property included in the Business Intangible Property.

(b) Neither the Company, the Mellers nor any of their respective Affiliates has received any written notice of any defect with respect to the ownership or validity of any of the Intellectual Property included within the Business Intangible Property.

(c) No Intellectual Property included in the Business Intangible Property infringes upon or conflicts with the Intellectual Property used or owned by any Person in any way that would have a Material Adverse Effect. No other Person is infringing, misappropriating or making any unlawful use of, and no Intellectual Property owned or used by any other Person infringes or conflicts with the any of the Intellectual Property included in the Business Intangible Property. To the knowledge of the Company and the Mellers, neither the Company nor the Mellers are infringing, misappropriating or making any unlawful use of, and neither the Company nor the Mellers have at any time infringed, misappropriated or made any unlawful use of, or received any notice or other communication of any actual, alleged, possible or potential infringement, misappropriation or unlawful use of any Intellectual Property owned or used by any other Person.

(d) The Company and the Mellers have taken all reasonable measures and precautions necessary to protect and maintain the confidentiality and secrecy of all Business Intangible Property and otherwise to maintain and protect the value of all Business Intangible Property. The Company has not disclosed or delivered or permitted to be disclosed or delivered

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

MTI PRECISION PRODUCTS, INC.

By: Michael Feldman

Name: Michael Feldman

Title: President

MTI PRECISION PRODUCTS, LLC

By: _____

Name: _____

Title: _____

Solely for the purposes of Sections 1.01, 2.01, 2.02, 2.04, 3.02(b), 3.03, 3.04 and 3.19 of this Asset Purchase Agreement:


Moshe Meller

Irith Meller

[Signature Page to Asset Purchase Agreement]

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

MTI PRECISION PRODUCTS, INC.

By: 

Name: _____

Title: _____

MTI PRECISION PRODUCTS, LLC

By: 

Name: Robert L. Reisley

Title: Chairman

Solely for the purposes of Sections 1.01, 2.01, 2.02, 2.04, 3.02(b), 3.03, 3.04 and 3.19 of this Asset Purchase Agreement:


Moshe Meller

Irith Meller

[Signature Page to Asset Purchase Agreement]

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

MTI PRECISION PRODUCTS, INC.

By: _____

Name: _____

Title: _____

MTI PRECISION PRODUCTS, LLC

By: _____

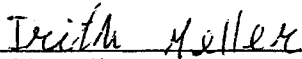
Name: _____

Title: _____

Solely for the purposes of Sections 1.01, 2.01, 2.02, 2.04, 3.01(b), 3.01(c), 3.01(d), 3.02, 3.03, 3.04, and 3.19 of this Asset Purchase Agreement:



Moshe Meller



Irith Meller

[Signature Page to Asset Purchase Agreement]

DISCLOSURE SCHEDULE
SECTION 1.01(a)(vii) – BUSINESS INTANGIBLE PROPERTY

DESCRIPTION OF INTELLECTUAL PROPERTY OWNED BY THE COMPANY AND INCLUDED IN BUSINESS INTANGIBLE PROPERTY:

Patents:

1. Patent Number: Des.369,867
Date of Patent: May 14, 1996
Steam Sterilizer

Trade Names:

1. Lynx – registered in 1988 and needs to be renewed in 2008.
2. Pulsar – needs to be renewed in 2005.

Internet Domain Names:

www.mti-dental.com

DESCRIPTION OF INTELLECTUAL PROPERTY OWNED BY MOSHE MELLER AND INCLUDED IN BUSINESS INTANGIBLE PROPERTY:

Patents:

1. Patent Number: Des.323,395
Date of Patent: Jan 21, 1992
Right Angle Dental Handpiece
2. Patent Number: Des.355,971
Date of Patent: Feb 28, 1995
Dental Handpiece

Product line #1: Dental Air Motor.

Includes: rotational power unit, rotational vane rotor system, air control system and connection system between air motor and standard dental hand pieces.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.