

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Diversified Optical Products, Inc.		03/23/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Axsys Technologies, Inc.
Street Address:	175 Capital Boulevard, Suite 103
City:	Rocky Hill
State/Country:	CONNECTICUT
Postal Code:	06067
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2510516	DIOP
Serial Number:	78164874	RANGEPRO
Serial Number:	78310889	EXTREMEX
Serial Number:	78308563	FIRE I
Serial Number:	78314319	NADS
Serial Number:	78317159	FIELDPRO
Serial Number:	78333485	CADET
Serial Number:	78314368	TADS
Serial Number:	78478432	LABPRO - 12

**CORRESPONDENCE DATA**

Fax Number: (860)560-5998  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 860-275-6700  
 Email: mgiarratana@mccarter.com  
 Correspondent Name: Mark D. Giarratana, Esq.

CH \$240.00 2510516

Address Line 1: 185 Asylum Street, CityPlace I  
Address Line 2: McCarter & English, LLP  
Address Line 4: Hartford, CONNECTICUT 06103-3495

ATTORNEY DOCKET NUMBER:	97325.00014
NAME OF SUBMITTER:	Mark D. Giarratana, Esq.
Signature:	/mdg/
Date:	01/31/2008

**Total Attachments: 11**

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**EXECUTION COPY**

**STOCK PURCHASE AGREEMENT**

by and among

**AXSYS TECHNOLOGIES, INC.**

as Buyer,

**DIVERSIFIED OPTICAL PRODUCTS, INC.**

and

**THOSE PERSONS LISTED AS  
SELLERS ON THE SIGNATURE PAGES  
HERETO**

as Sellers

Dated as of March 23, 2005

CLI-1276084v10

**TRADEMARK  
REEL: 003708 FRAME: 0513**

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**THIS STOCK PURCHASE AGREEMENT** dated as of March 23, 2005, by and among Axsys Technologies, Inc., a Delaware corporation ("Buyer"), Diversified Optical Products, Inc., a New York corporation (the "Company"), and those Persons listed as Sellers on the signature pages hereof ("Sellers").

## RECITALS

- A. The Company is in the business of designing, manufacturing, marketing and selling a wide range of thermal imaging optical lens assemblies, cameras and related products (the "Business").
- B. Sellers own all the issued and outstanding shares (the "Shares") of common stock, no par value, of the Company (the "Common Stock").
- C. Buyer wishes to purchase the Shares from Sellers and Sellers wish to sell the Shares to Buyer, all for the purchase price and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and upon the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definition of Certain Terms. The terms defined in this Section 1.1, whenever used in this Agreement, shall have the respective meanings indicated below for all purposes of this Agreement. All references herein to a Section, Article, Exhibit or Schedule are to a Section, Article, Exhibit or Schedule of or to this Agreement, unless otherwise indicated.

"Adjusted Purchase Price": has the meaning set forth in Section 2.2(a).

"AFC": has the meaning set forth in Section 5.6.

"Affiliate": of a specified Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person or a member of such specified Person's immediate family. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise. Following the Closing, the Company shall be an Affiliate of Buyer.

"Agreement": means this Stock Purchase Agreement (including the Exhibits and the Schedules), as the same from time to time may be amended, supplemented or waived.

"Allocation Schedule": has the meaning set forth in Section 11.7.

"Applicable Law": means any and all applicable provisions of any and all (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Authority, (ii) Governmental Approvals, and (iii) orders,

decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority.

“Atlantic”: has the meaning set forth in Section 3.21.

“Backlog”: has the meaning set forth in Section 3.23.

“Base Net Working Capital”: has the meaning set forth in Section 2.2(c).

“BoA”: has the meaning set forth in Section 5.6.

“Business”: has the meaning set forth in Recital A of this Agreement.

“Business Day”: means any day other than Saturday, Sunday or any federal holiday.

“Buyer”: has the meaning set forth in the first paragraph of this Agreement.

“Buyer Export Control Counsel”: means Venable LLP, or any successor counsel reasonably acceptable to Sellers.

“Buyer Indemnitees”: has the meaning set forth in Section 10.2(a).

“Buyer’s Accountant”: has the meaning set forth in Section 2.3(b).

“Cash”: means, as of any date of determination, the sum of the Company’s cash, cash equivalents and investments.

“Claims”: has the meaning set forth in Section 10.2(a).

“Closing”: has the meaning set forth in Section 2.1.

“Closing Date”: has the meaning set forth in Section 2.1.

“Closing Date Balance Sheet”: has the meaning set forth in Section 2.3(b).

“Closing Date Net Working Capital”: means Net Working Capital as of the Effective Date (including, without duplication, as a current liability any New Hampshire Business Profits taxes of the Company relating to the Section 338(h)(10) Election) calculated using the Closing Date Balance Sheet and in the same manner as the Base Net Working Capital as set forth on Schedule 2.2(c) (excluding the application of the adjustment amount).

“Closing Payment”: has the meaning set forth in Section 2.2(a).

“Code”: means the Internal Revenue Code of 1986, as amended.

“Common Stock”: has the meaning set forth in Recital B of this Agreement and also shall include any securities issued or issuable with respect to the Common Stock, by way of a stock dividend, stock split, combination of shares, recapitalization, restructuring, merger, consolidation or other reorganization of the Company.

“Company”: has the meaning set forth in the first paragraph of this Agreement.

“Company Export Control Counsel”: has the meaning set forth in Section 3.9(c).

“Company Intellectual Property”: has the meaning set forth in Section 3.16(a).

“Company’s Accountant”: shall mean Nardella & Taylor, L.L.P.

“Confidential Matters”: has the meaning set forth in Section 7.2(g)(ii).

“include”, “includes”, “included” and “including”: shall be construed as if followed by the phrase “without being limited to”.

“Indemnified Party”: has the meaning set forth in Section 10.4.

“Indemnifying Party”: has the meaning set forth in Section 10.4.

“Indemnified Officers and Directors”: has the meaning set forth in Section 6.2(e).

“Intellectual Property”: means: (i) any and all trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names, logos and other indications of origin, sponsorship or affiliation, together with the goodwill associated therewith (whether the foregoing are registered or unregistered); registrations thereof in any jurisdiction and applications to register any of the foregoing in any jurisdiction, and any extension, modification or renewal of any such registration or application; (ii) any and all inventions, developments, improvements, discoveries, know how, concepts and ideas, whether patentable or not in any jurisdiction; (iii) any and all patents, revalidations, industrial designs, industrial models and utility models, patent applications (including reissues, continuations, divisions, continuations-in-part and extensions) and patent disclosures; (iv) any and all mask works and other semiconductor chip rights and registrations thereof; (v) any and all non-public information, trade secrets and proprietary or confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any Person; (vi) any and all writings and other works, whether copyrighted, copyrightable or not in any jurisdiction, such works including computer programs and software (including source code, object code, data and databases); (vii) any and all copyrights, copyright registrations and applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; (viii) any and all other intellectual property or proprietary rights; (ix) any and all agreements, licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and (x) any and all Claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

“Interim Balance Sheet”: means the interim balance sheet of the Company as of February 28, 2005 included in the Financial Statements, a copy of which has been delivered to Buyer or its representatives.

“Interim Financial Statements”: has the meaning set forth in Section 3.4.

“Inventories”: means all inventories of raw materials, work in process, finished products, goods, spare parts, replacement and component parts, and office and other supplies (whether on hand, in-transit or on order) existing on the Closing Date.

“IRS”: means the Internal Revenue Service.

“Knowledge of Sellers”: means to the facts and circumstances that Sellers knew or should have known after reasonable due inquiry of the following officers of the Company: Louis R. Fantozzi, Lawrence Kessler, Paul Parkas, William Mather and Jennifer Richardson.

“Leased Real Property”: means all premises leased pursuant to the Leases.

“Leases”: means the real property leases, subleases, use agreements, licenses and occupancy agreements pursuant to which the Company is the current lessee, sublessee, user, licensee or occupant.

Section 3.15 Product Warranties and Liability.

Section 3.16 Intellectual Property.

(a) The Company owns all right, title and interest in or has valid rights to use the Intellectual Property used in the Business or covering any aspect of the Business as now conducted by the Company (the "Company Intellectual Property").

(b) The Company has taken commercially reasonable steps to protect the Company's rights in confidential information and trade secrets of the Company or provided by any other person to the Company. To the extent that any Company Intellectual Property has been developed or created by a third party for the Company, the Company has an agreement with such third party with respect thereto and the Company thereby either (i) has obtained ownership of, and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of its business as currently conducted) to such Intellectual Property rights by operation of law or by valid assignment. Section 3.16 of the Sellers Disclosure Schedule sets forth a list of all Company Intellectual Property (including all software, trademarks, service marks, trade names, patents, patent applications, copyright registrations and trademark registrations) owned by the Company or which are used in or cover any aspect of the Business, except for publicly available end-user software licensed to the Company, such as "shrink-wrap" and "off the shelf" licenses. None of the Company's rights of ownership or use of any Company Intellectual Property shall be adversely affected by the transactions contemplated herein. None of the Intellectual Property owned by the Company is subject to any Lien in favor of any third party and the Company owns all right, title and interest therein and thereto, except for licenses or rights of use granted to customers in the ordinary course of business.

(c) No claims with respect to any Company Intellectual Property have been asserted or, to the Knowledge of Sellers, threatened by any Person (i) against the Company, or, (ii) to the Knowledge of Sellers, against any other Person, based on the Company's use of any of the



*[Signature page to Stock Purchase Agreement]*

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

**AXSYS TECHNOLOGIES, INC.**

By: /s/ Stephen W. Bershad  
Name: Stephen W. Bershad  
Title: Chairman & Chief Executive Officer

**DIVERSIFIED OPTICAL PRODUCTS, INC.**

By: /s/ Paul Parkas  
Name: Paul Parkas  
Title: President and Chief Executive Officer

**SELLERS:**

/s/ Louis R. Fantozzi  
Louis R. Fantozzi

Address: 17 Hawkins Pond Lane  
Salem, New Hampshire 03079-1899

/s/ Lawrence Kessler  
Lawrence Kessler

Address: 12 Hawkins Pond Rd  
Salem, NH 03079-1899

/s/ Paul Parkas  
Paul Parkas

Address: 4 Aspen Drive  
Atkinson, NH 03811

[Signature page to Stock Purchase Agreement]

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

**AXSYS TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Stephen W. Bershad  
Title: Chairman & Chief Executive Officer

**DIVERSIFIED OPTICAL PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
Louis R. Fanzozzi

Address: 17 Hawkins Pond Lane  
Salem, New Hampshire 03079-1899

\_\_\_\_\_  
Lawrence Kessler

Address: 12 Hawkins Pond Rd  
Salem, NH 03079-1899

\_\_\_\_\_  
Paul Parkas

Address: 4 Aspen Drive  
Atkinson, NH 03811

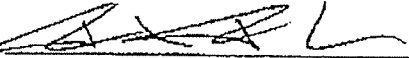
[Signature page to Stock Purchase Agreement]

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


**AXSYS TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

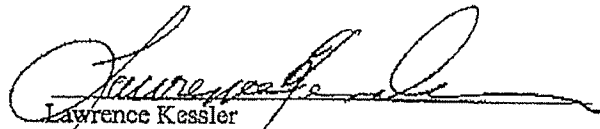
**DIVERSIFIED OPTICAL PRODUCTS, INC.**

By:   
Name: PAUL PARKAS  
Title: Pres. / CEO

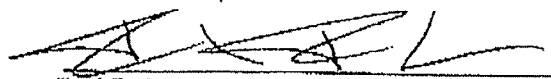
**SELLERS:**

  
Louis R. Fantozzi

Address: 17 Hawkins Pond Lane  
Salem, New Hampshire 03079-1899

  
Lawrence Kessler

Address: 12 Hawkins Pond Rd  
Salem, NH 03079-1899

  
Paul Parkas

Address: 4 Aspen Drive  
Atkinson, NH 03811

## SECTION 3.16

### Intellectual Property

#### Listing of Intellectual Property

##### Patents

1. U.S. Patent 4,487,502 for a Model EO 1000 Multispectral Computerized Lens Evaluation Station.
2. U.S. Patent 6,181,558 for heat absorber & combination electrical apparatus producing heat and heat absorber.
3. U.S. Patent 6,016,160 for combination head protective helmet and thermal imaging apparatus.
4. U.S. Patent 6,023,288 for combination head-protective helmet and thermal imaging apparatus.

5. U.S. Patent 6,606,114 for combination head-protective helmet and thermal imaging apparatus.
6. DES 424,084 for hand-held thermal imaging apparatus.

Trademarks

1. 76/374108 Name: "Firecam"
2. 78/004889 Name: "DIOP"
3. 78/164874 Name: "Rangepro"
4. 78/310889 Name: "ExtremeX"
5. 78/308563 Name: "Fire-I"
6. 78/314319 Name: "NADS"
7. 78/317159 Name: "FieldPro"
8. 78/333485 Name: "Cadet"
9. 78/341991 Name: "Lanscout"
10. 78/314368 Name: "TADS"
11. 78/478432 Name: "LabPro 12"
12. Assignment of Abbreviated Name from Cairns Advanced Technologies, L.L.C. dated November 29, 2001 of all right, title and interest in and to the name "CAT".
13. Assignment to Diversified Optical Products, Inc. of the Partial Assignment to CAT of an exclusive trademark License Agreement and Certain of C&B's rights under the Cairns Trademark Trust Agreement dated November 29, 2001 with respect to;  
1,927,027 ("CairnsIRIS")  
2,554,680 ("CairnsVIPER")

Licenses

1. BSQUARE Corporation, SmartBuild™ System Solution Kit for Xscale Package dated October 31, 2002.