

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Injectronics, Inc		10/24/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Injectronics Corporation		
<b>Street Address:</b>	One Union Street		
<b>City:</b>	Clinton MA		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01510		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2559340		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(978)368-7941		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	978-368-8701		
<b>Email:</b>	mbowe@injectronics.com		
<b>Correspondent Name:</b>	Michael J Bowe		
<b>Address Line 1:</b>	One Union Street		
<b>Address Line 4:</b>	Clinton, MASSACHUSETTS 01510		
<b>NAME OF SUBMITTER:</b>	Michael J Bowe		
<b>Signature:</b>	/MJB/		
<b>Date:</b>	09/03/2008		

**OP \$40.00 2559340**

Total Attachments: 21  
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## BILL OF SALE

This Bill of Sale is executed and delivered effective as of October 24, 2006, by **INJECTRONICS, INC.**, a Delaware corporation (the "Seller"), in favor of **BRIDLE ACQUISITION CORPORATION**, a Massachusetts corporation (the "Purchaser").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby grant, bargain, sell, convey, assign, transfer and set over unto the Buyer and its successors and assigns, absolutely and unconditionally and not as security, all of the Sellers' right, title and interest in and to the Purchased Assets (as such term is defined in that certain Asset Purchase Agreement, dated as of October 24, 2006, by and between the Seller and the Purchaser). Title to the Assets shall pass to the Purchaser upon delivery of this Bill of Sale.

The Assets are being sold to the Purchaser with the representations and warranties set forth in, and subject to the covenants, terms and conditions of, said Asset Purchase Agreement.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Bill of Sale and the rights and obligations of the parties in interest hereto shall be construed in accordance with and governed by the internal laws of The Commonwealth of Massachusetts without regard to its conflicts of laws provisions.

Executed as an instrument under seal as of the day and year first above written.

**INJECTRONICS, INC.**

By: 

Name: Michael J. Bowe

Title: Treasurer

**TRADEMARK**

**REEL: 003845 FRAME: 0877**

## ASSET PURCHASE AGREEMENT

Agreement made effective as of October 24, 2006 by and between Bridle Acquisition Corporation, a Massachusetts corporation ("**Buyer**"), and Injectronics, Inc., a Delaware corporation ("**Seller**"). Buyer and Seller are referred to individually as a "**Party**," and collectively as the "**Parties**."

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase from Seller, certain of Seller's rights and assets used exclusively in connection with Seller's design, engineering, manufacture and supply of thermoplastic injection molded products and services to the medical and consumer sectors (the "**Business**").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

### SECTION 1. PURCHASE AND SALE OF ASSETS.

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement and the performance by the Parties hereto of their respective obligations hereunder, Seller agrees to sell, assign, transfer and deliver to Buyer, free and clear of all claims, liens and encumbrances, and Buyer agrees to purchase from Seller, Seller's right, title and interest in and to the following assets of Seller (collectively, the "**Purchased Assets**"): (a) all of the tangible personal property located at Seller's facilities in Westboro, Massachusetts and Clinton, Massachusetts, including all machinery, equipment, furniture, computers, software and supplies, except as set forth on Schedule 1.2 hereto, (b) Seller's interest in the lease of the Westboro facility (the "**Westboro Lease**"), (c) Seller's inventory related to the Business, (d) Seller's accounts receivable relating to the Business, (e) contracts and agreements to the extent assumed as provided in Section 1.3 below, (f) Seller's rights in and to the Retained Intellectual Property (as defined in Section 11.1 of that certain Asset Purchase Agreement dated as of May 11, 2006 (the "**Automotive Purchase Agreement**") by and among BWAS Holdings, Inc., Seller and Stan-Cast Corp.) except to the extent limited by the terms of the Automotive Purchase Agreement, (g) Seller's rights in and to the name "Injectronics" except to the extent limited by the terms of the Automotive Purchase Agreement, (h) Seller's rights to service all customers of the Business, (i) all current and historical information related to customers and vendors of the Business, including, without limitation, accounts, billing and consumption information, books, records, ledgers, files, documents, correspondence, lists including, without limitation, customer lists, advertising and promotional materials, reports, and other printed or written materials, (j) all goodwill associated with the Business, and (k) and all warranties and guarantees and all other rights relating to the foregoing assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1 hereof, there will be excluded from the Purchased Assets and retained by Seller those additional assets of Seller set forth on Schedule 1.2 (the "**Excluded Assets**").

1.3 Assumed Liabilities. Buyer will not assume any liabilities or obligations of Seller and/or the Business, or any obligations or liabilities relating to the Purchased Assets, except for those liabilities and obligations identified on Schedule 1.3.

1.4 Purchase Price.

(a) The amount of the total purchase price (the "Purchase Price") payable by the Buyer to Seller for the Purchased Assets shall be \$2,327,845.00. The Purchase Price shall be payable as follows:

- (i) \$500,000.00 to be paid by the issuance of a promissory note (the "Interim Note") with interest thereon from November 24, 2006 at two and one-half percent (2.5%) per annum, with payment of all outstanding principal and interest on or before April 1, 2007, such note to be in substantially the form of Exhibit A attached hereto, and to be secured by a pledge of the stock of the Buyer; and
- (ii) \$1,827,845.00 to be paid by the issuance of a promissory note (the "Working Capital Note" and together with the Interim Note, the "Notes"), with interest thereon from January 1, 2007 at eight percent (8%) per annum, interest only on the unpaid principal to be paid monthly commencing on February 1, 2007, with payment of all outstanding principal and interest on or before February 1, 2009, such note to be in substantially the form of Exhibit B attached hereto, and to be secured by the assets transferred hereunder.

(b) Within thirty (30) days following the Closing, the parties shall in good faith determine any adjustments to the Purchase Price based on necessary adjustments to the working capital of the Business as a result of the operations of the Business from October 1, 2006 to the Closing. Any such amounts due to either party as a result of such adjustments shall be paid to such party within forty-five (45) days of the Closing.

1.5 Purchase Price Allocation. The Parties agree to allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for tax purposes in accordance with the allocation schedule to be agreed upon by the Parties at or prior to the Closing.

1.6 The Closing. The closing of the transactions contemplated by this Agreement will take place at the offices of Bowditch & Dewey, LLP, 311 Main Street, Worcester, MA 01608 contemporaneously with the execution of this Agreement or at such other later time and place as Buyer and Seller mutually agree (which time and place are designated as the "Closing"). The Parties may close by mail and/or by facsimile upon mutual agreement. Time is of the essence.

1.7 Deliveries by Seller at Closing. At the Closing, Seller shall deliver or

cause to be delivered to Buyer the following:

- (a) The Purchased Assets;
- (b) A Bill of Sale in the form attached hereto as Exhibit C;
- (c) An Assignment and Assumption Agreement in the form attached hereto as Exhibit D (the "Assignment");
- (d) An Assignment of the Westboro Lease in the form attached hereto as Exhibit E;
- (e) A Real Property Lease for the lease by Buyer of the Clinton, Massachusetts facility in the form attached hereto as Exhibit F (the "Lease");
- (f) A Stock Pledge and Security Agreement pledging the stock of the Buyer to the Seller to secure Buyer's obligations under the Interim Note in the form attached hereto as Exhibit G (the "Stock Pledge Agreement");
- (g) A Security Agreement granting Seller a security interest in the Purchased Assets to secure Buyer's obligations under the Working Capital Note in the form attached hereto as Exhibit H (the "Security Agreement");
- (h) A certificate of the President of Seller, dated the date of Closing, to the effect that the conditions set forth in Sections 4.1 and 4.2 have been satisfied;
- (i) A certificate, dated as of the Closing, from Seller as to incumbency of any officer of Seller executing any Seller Documents on behalf of Seller;
- (j) Loan or debt payoff letters and UCC-3 amendments, terminations or releases in such form satisfactory to Buyer from each creditor and each lender of Seller who has a lien on the Purchased Assets;
- (k) Certified resolutions of Seller duly and legally authorizing the execution and performance of this Agreement, the transactions contemplated hereby, and the agreements, instruments, documents and transactions contemplated by this Agreement;
- (l) Certificate of legal existence and good standing from the Secretary of the State of Delaware;
- (m) Certificate of Good Standing from the Secretary of State of Massachusetts;
- (n) Certificate of tax good standing from the Massachusetts Department of Revenue;
- (o) Certificate of tax lien waiver from the Massachusetts Department of Revenue;

(p) Consent from the Seller to the Buyer's use of the name "Injectronics" in the form attached hereto as Exhibit I;

(q) A copy of the Seller's Articles of Amendment, changing the Seller's name, pursuant to Section 4.6 hereof, in the form attached hereto as Exhibit J;

(r) If the person signing this Agreement, the Bill of Sale and other transaction documents on behalf of the Seller in connection herewith is acting pursuant to a Power of Attorney, a copy of such Power of Attorney;

(s) All other documents, assignments and other instruments which, in the reasonable opinion of Buyer, are necessary or appropriate to vest in Buyer title to the Purchased Assets to be transferred by Seller pursuant to this Agreement; and

(t) All other documents, schedules, endorsements, assignments, instruments, writings and other items required to be delivered by Seller at or prior to the Closing pursuant to this Agreement or otherwise required or reasonably requested in connection herewith.

Such certificates, assignments, documents and instruments (i) will be in form and substance reasonably satisfactory to Buyer, and (ii) will effectively vest in Buyer good and marketable title to all of the Purchased Assets free and clear of all claims, mortgages, pledges, security interests, charges, liens, restrictions and encumbrances of any kind.

1.8 Deliveries by Buyer at Closing. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(a) Payment of the Purchase Price payable by execution and delivery of the Notes;

(b) The Assignment;

(c) An Assignment of the Westboro Lease;

(d) The Lease;

(e) The Stock Pledge Agreement;

(f) The Security Agreement;

(g) A certificate of the President of Buyer, dated as of the date of Closing to the effect that the conditions set forth in Section 5.1 and 5.2 have been satisfied;

(h) A certificate, dated as of the Closing, from Buyer's Secretary as to the incumbency of all officers executing Buyer Documents on behalf of Buyer;

(i) Certified resolutions of the Board of Directors of Buyer duly and legally authorizing the execution and performance of this Agreement and the agreements, instruments, documents and transactions contemplated by this Agreement;

(j) Certificate of Good Standing from the Secretary of State of Massachusetts;  
and

(k) All other documents, schedules, endorsements, assignments, instruments, writings and other items required to be delivered by Buyer at or prior to the Closing pursuant to this Agreement or otherwise required or reasonably requested in connection herewith.

Such certificates, assignments, documents and instruments will be in form and substance reasonably satisfactory to Seller.

1.9 Further Assurance. Seller, from time to time after the Closing at the request of Buyer and without further consideration, will execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably require to effectively transfer and assign to, and vest in, Buyer the Purchased Assets free and clear of any liens.

1.10 Sales and Transfer Taxes. All sales, transfer, use, recordation, documentary, stamp and excise taxes (including any real estate transfer taxes), if any, under applicable law incurred in connection with this Agreement or the transactions contemplated hereby will be borne and paid by Seller. All other fees, taxes and expenses will be borne in accordance with Section 7.8 below.

1.11 Other Taxes. Seller will reimburse Buyer for taxes imposed upon the Purchased Assets on a periodic basis which are payable for a taxable period that includes (but does not end on) the date of the Closing, in an amount equal to the amount of such tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the date of the Closing and the denominator of which is the number of days in the entire taxable period.

1.12 Post-Closing Tax Covenants.

(a) Following the Closing, Buyer and its officers shall use reasonable efforts to cooperate with Seller in connection with the preparation and filing by Seller of the final tax returns of Seller, including but not limited to, preparing and making available to Seller in a timely fashion all information reasonably required by Seller to prepare and file such returns.

(b) In the event that there is any tax liability incurred as a result of Seller's 2006 operations prior to Closing, Seller covenants and agrees to provide Paul A. Nazzaro with a distribution to fund any such tax liability (excluding liability for taxes due on capital gains recognized by Seller and distributed to Paul A. Nazzaro).



## SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER.

As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows.

2.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own or lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is currently conducted or proposed to be conducted, including, without limitation, the Commonwealth of Massachusetts.

2.2 Required Action. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Seller. Seller has full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it or them pursuant to, or as contemplated by this Agreement (collectively, the "Seller Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement and each of the other Seller Documents constitutes, or when executed and delivered will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 No Conflict. The execution, delivery and performance by Seller of this Agreement and each of the other Seller Documents does not and will not (a) violate any provision of the Articles of Incorporation or By-laws of Seller, as amended to date, (b) constitute a violation of, or conflict with or result in any breach of, acceleration of any obligation under, right of termination under, or default under, any agreement or instrument to which Seller is a party or by which any of Seller or the Purchased Assets is bound except as disclosed herein and which will have been waived in writing on or prior to the Closing, (c) violate any judgment, decree, order, statute, rule or regulation applicable to Seller; (d) require Seller to give notice to, obtain any approval, consent or waiver of, or to make any filing with, any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or any other business entity, or any governmental entity (or any department, agency, or political subdivision thereof)(each a "Person") that has not been obtained or made or will be obtained or made prior to the Closing; or (e) result in the creation or imposition of any lien on any of the Purchased Assets.

2.4 Title. Seller has good and marketable title to all of the tangible Purchased Assets free and clear of all liens. Upon the sale, assignment, transfer and delivery of the Purchased Assets to Buyer hereunder and under Seller Documents, there will be vested in

Buyer good and marketable title to the Purchased Assets, free and clear of all liens. The Purchased Assets and the Excluded Assets constitute all of the assets of Seller used or useful in the conduct of the Business as presently conducted.

2.5 Condition of Assets. Seller makes no representation or warranty whatsoever as to the condition or suitability of any of the Purchased Assets.

2.6 Consents. Except as obtained at Closing, no approval or consent of any Person or entity not a party to this Agreement is required to be obtained by Seller in connection with the execution and delivery of this Agreement and Seller Documents and the consummation of the transactions contemplated hereby and thereby.

2.7 Brokers. Seller has not retained any broker or finder or other Person who would have any claim against any of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby.

### SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER.

As a material inducement to Seller entering into this Agreement, Buyer hereby represents and warrants to Seller as follows:

3.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full power and authority to conduct its business as it is now conducted and to own, lease and operate its properties and assets. Buyer is duly qualified to do business in each jurisdiction where such qualification is required, except where the lack of such qualification would not have a material adverse effect on Buyer.

3.2 Required Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer. Buyer has full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "Buyer Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement and each other Buyer Document constitutes, or when executed and delivered will constitute, the legal, valid and binding obligations of Buyer enforceable in accordance with its respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.3 No Conflicts. The execution, delivery and performance of this Agreement and each other Buyer Document does not and will not (a) violate any provision of the Articles of Organization or by-laws of Buyer, as amended to date, (b) constitute a violation of, or conflict with or result in any breach of, acceleration of any obligation

under, right of termination under, or default under, any agreement or instrument to which Buyer is a party or by which it is bound, except as disclosed herein and which will have been waived on or prior to the Closing, (c) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer which violation would result in a material adverse impact to Seller, or (d) require Buyer to obtain any approval, consent or waiver of, or to make any filing with, any Person that has not been obtained or made or will be obtained or made prior to the Closing (except where the failure to obtain such approval would not result in a material adverse impact to Buyer).

3.4 Consents. Except as obtained at Closing, no approval or consent of any Person or entity not a party to this Agreement is required to be obtained by Buyer in connection with the execution and delivery of this Agreement and Buyer Documents and the consummation of the transactions contemplated hereby and thereby.

3.5 Brokers. Buyer has not retained any broker or finder or other Person who would have any claim against any of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby.

#### SECTION 4. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER.

Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of each of the following conditions, unless waived by Buyer in writing:

4.1 Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement will be true and correct in all material respects as of the Closing with same effect as though made at such time.

4.2 Performance of Agreements and Deliveries. Seller will have performed in all material respects all of its covenants, agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or upon the Closing and Seller will have delivered all documents and items required to be delivered at or prior to the Closing, including, without limitation, the documents identified in Section 1.7 hereof.

4.3 Asset Transfer. Seller will have delivered to Buyer bills of sale, assignments, and other instruments of transfer and assignment satisfactory to Buyer, transferring to Buyer all of the Purchased Assets, free and clear of all liens.

4.4 Approval of Transactions. The transactions contemplated hereby will have been approved by the board of directors and shareholders of Seller.

4.5 Consents. All consents and approvals required to be obtained by Seller in connection with the consummation of the transactions contemplated hereby will have been obtained without conditions that may materially or adversely affect Buyer or its business or properties.

4.6 Change of Name. Contemporaneously with the Closing, the Seller shall have executed and delivered to the Delaware Secretary of State Articles of Amendment in the form of Exhibit J, changing the Seller's name to a name that does not include the word "Injectronics" or any variation thereof.

4.7 Employees. The Seller shall have terminated, and the Buyer shall have hired, all employees of the Seller other than Carlos Baranano.

#### SECTION 5. CONDITIONS PRECEDENT TO OBLIGATION OF SELLER.

The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of the following conditions, unless waived by Seller, in writing:

5.1 Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement will be true in all material respects as of the Closing with the same effect as though made at such time.

5.2 Performance of Agreements and Deliveries. Buyer will have performed in all material respects all of its covenants, agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or upon the Closing and Buyer will have delivered all documents and items required to be delivered at or prior to the Closing, including, without limitation, the documents identified in Section 1.8 hereof.

5.3 Consents. All consents and approvals required to be obtained by Buyer in connection with the consummation of the transactions contemplated hereby will have been obtained without conditions materially and adversely affecting Seller or its business or properties.

#### SECTION 6. NOTICES.

All notices and other communications required to be given hereunder, or which may be given pursuant or relative to the provisions hereof, will be in writing and will be deemed to have been given when delivered in hand or mailed, postage prepaid, by first class United States mail, certified return receipt requested as follows:

If to Buyer:

Bridle Acquisition Corporation  
Paul A. Nazzaro, President  
One Union Street  
Clinton, MA 01510

with a copy to:

Seder & Chandler, LLP

339 Main Street  
Worcester, MA 01608  
Attn: J. Robert Seder, Esquire

If to Seller:

Injectronics, Inc.  
1 Union Street  
Clinton, MA 01510  
Attn: Michael P. Angelini, Attorney

with a copy to:

Bowditch & Dewey, LLP  
311 Main Street  
P.O. Box 15156  
Worcester, MA 01615-0156  
Attn: Michael P. Angelini, Esquire

or to such other substitute address as designated by the applicable Party in a written notice provided in accordance with this Section 6.

SECTION 7. MISCELLANEOUS.

7.1 Assignability; Effect. This Agreement shall not be assignable by Buyer or Seller except with the written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7.2 Headings. The subject headings used in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

7.3 Amendments; Waivers. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by Buyer and Seller or, in the case of a waiver, the party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

7.4 Entire Agreement. This Agreement, together with the schedules, attachments and exhibits hereto, and the agreements executed and delivered in connection with the consummation of the transactions contemplated hereby, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and

supersedes and cancels any and all prior arrangements, understandings and agreements between them relating to the subject matter hereof and thereof.

7.5 Severability. In the event that any provision or any portion of any provision of this Agreement will be held to be void or unenforceable, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) will continue in full force and effect.

7.6 Governing Law. This Agreement and the transactions contemplated hereby will be governed and construed by and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to its provisions concerning conflicts of laws.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute the same instrument.

7.8 Expenses. Each Party will pay its own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its counsel and accountants for all activities of such counsel and accountants undertaken pursuant to this Agreement, whether or not the transactions contemplated hereby are consummated.

7.9 Interpretation. Whenever the words "include," "includes," or "including," are used in this Agreement, they will be deemed to be followed by the words "without limitation." Except as otherwise provided herein, reference to a Party's "knowledge" means that Party's actual knowledge and the knowledge that the Party would have obtained after due inquiry.

7.10 Construction. The Parties have been represented by counsel of their own choosing and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the actual activity of the organization, person or persons may require.


7.11 Subordination of Working Capital Note and Security Agreement. From

time to time after the Closing, the Seller shall execute and deliver to the Buyer subordination agreements reasonably requested by the Buyer's lender(s) whereunder the Buyer's payment of the Working Capital Note and the security interest granted pursuant to the Security Agreement (except for Seller's security interest in the tangible personal property sold to Buyer hereunder as set forth in Section 1.1(a) of this Agreement which shall in all events continue to be a first priority security interest) shall be subordinated to the payment of the Buyer's obligations to such lender and to the security interest granted to secure such obligations.

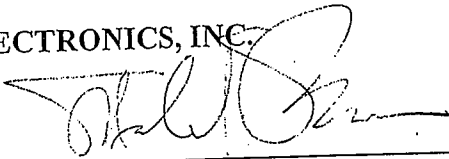
**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Seller and Buyer have caused this Asset Purchase Agreement to be executed as a sealed document as of the date first above written.

**BUYER:** **BRIDLE ACQUISITION CORPORATION**

By:  PRESIDENT  
Name: Paul A. Nazzaro  
Title: President

**SELLER:** **INJECTRONICS, INC.**

By:   
Name: Michael J. Bowe  
Title: Treasurer



**D  
PC**

**The Commonwealth of Massachusetts**

**William Francis Galvin**  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Amendment**

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

- (1) Exact name of corporation: Bridle Acquisition Corporation 000936075
- (2) Registered office address: One Union Street, Clinton, MA 01510  
(number, street, city or town, state, zip code)
- (3) These articles of amendment affect article(s): Article I  
(specify the number(s) of article(s) being amended (I-VI))
- (4) Date adopted: January 15, 2007  
(month, day, year)

(5) Approved by:

(check appropriate box)

- the incorporators.
- the board of directors without shareholder approval and shareholder approval was not required.
- the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article I

The name of the corporation is changed to Injectronics Corporation.

To change the number of shares and the par value, \* if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

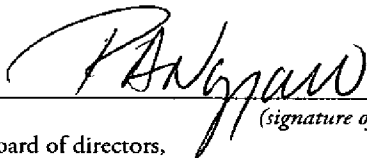
Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: \_\_\_\_\_

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

Signed by: \_\_\_\_\_



*(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this \_\_\_\_\_

15<sup>th</sup>

day of January

, 2007

IHB, Inc., f/k/a  
INJECTRONICS, INC.  
311 Main Street  
Worcester, MA 01608


January 15, 2007

Secretary of State  
Corporations Division  
One Ashburton Place, 17th Floor  
Boston, MA 02108

To Whom It May Concern:

IHB, Inc. f/k/a Injectronics, Inc. has no objection to the use of the name "Injectronics Corporation" by a corporation now known as Bridle Acquisition Corporation.

Sincerely,  
IHB, INC. f/k/a  
INJECTRONICS, Inc.

By:   
Paul A. Nazzaro, President

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment  
(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of \$100 having been paid, said articles are deemed to have been filed with me this 22<sup>nd</sup> day of January, 2007, at 1:03 a.m. p.m.  
*time*

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

1006716

*William Francis Galvin*  
WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

Filing fee: Minimum filing fee \$100 per article amended, stock increases \$100 per 100,000 shares, plus \$100 for each additional 100,000 shares or any fraction thereof.

*[Signature]*  
\_\_\_\_\_  
Examiner  
*[Signature]*  
\_\_\_\_\_  
Name approval  
✓  
\_\_\_\_\_  
C  
\_\_\_\_\_  
M

TO BE FILLED IN BY CORPORATION  
Contact Information:

Paul J. O'Riordan, Esq. \_\_\_\_\_

SEDER & CHANDLER, LLP, 339 Main Street \_\_\_\_\_

Worcester, MA 01608 \_\_\_\_\_

Telephone: (508)757-7721 \_\_\_\_\_

Email: pjoriordan@sederlaw.com \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor). If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

10021

RECEIVED  
JAN 22 11:03  
CORPORATION DIVISION

TRADEMARK ASSIGNMENT

WHEREAS, **INJECTRONICS, INC.**, a Delaware corporation ("Assignor"), has adopted, used, and is the owner of the trademarks listed on Schedule A attached hereto.

WHEREAS, **BRIDLE ACQUISITION CORPORATION**, a Massachusetts corporation having its principal office at One Union Street, Clinton, Massachusetts 01510 ("Assignee"), is desirous of acquiring the trademarks listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks listed on Schedule A, together with the goodwill of the business symbolized by the trademarks and applications thereof, including all common law, priority, or other rights which Assignor may have in the trademarks and further assigns to Assignee the right to prosecute any pending oppositions, cancellations, complaints or other claims relating to the trademark and the right to recover for damages and profits and all other remedies for past infringements thereof.

Assignor hereby further covenants and agrees with Assignee that it will not execute any writing or do any act whatsoever conflicting with the foregoing grant, and that it will, for as long as it continues its corporate existence, without further additional consideration, but at the expense of Assignee, execute and deliver such additional assignments, documents or instruments as Assignee may reasonably request in order to perfect or evidence the foregoing grant.

The undersigned hereby authorize the firm of Bowditch & Dewey, LLP, 311 Main Street, Worcester, Massachusetts, 01608, to correct clerical errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in a domestic or foreign Trademark Office.

Signed as of this 24<sup>th</sup> day of October, 2006.

Assignor:

Assignee:

**INJECTRONICS, INC.**

**BRIDLE ACQUISITION CORPORATION**

By: 

By: 

Name: Michael J. Bowe

Name: Paul A. Nazzaro

Title: Treasurer

Title: President

SCHEDULE A

U. S. Trademark Registration No.: 2511453  
Serial No.: 75650438  
Registration Date: November 27, 2001  
Word Mark: INJECTRONICS

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U. S. Trademark Registration No.: 2559340  
Serial No.: 75650448  
Registration Date: April 9, 2002  
Mark: Miscellaneous Design