

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale/Purchase of Assets		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMTC Manufacturing Corporation of Wisconsin		08/13/2003	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Pensar Electronic Solutions, LLC		
Street Address:	2222 E. Pensar Drive		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54911-8795		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2380916	PENSAR P	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-298-1000		
Email:	klee@reinhardtllaw.com		
Correspondent Name:	Kent A. Lee		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	5038		
NAME OF SUBMITTER:	Kent A. Lee		
Signature:	/Kent A. Lee/		

CH 2380916 \$40.00

900122846

TRADEMARK  
REEL: 003905 FRAME: 0041

Date:

12/16/2008

**Total Attachments: 5**

source=SMTC Asset Purchase Agreement#page1.tif

source=SMTC Asset Purchase Agreement#page2.tif

source=SMTC Asset Purchase Agreement#page3.tif

source=SMTC Asset Purchase Agreement#page4.tif

source=SMTC Asset Purchase Agreement#page5.tif

# SALE/PURCHASE OF ASSETS AGREEMENT

This Sale/Purchase of Assets Agreement is entered into this 13 day of August, 2003, by SMTC Corporation, a Delaware corporation ("Parent"), SMTC Manufacturing Corporation of Wisconsin, a Wisconsin corporation ("Seller"), and Pensar Electronic Solutions, LLC, a Wisconsin limited liability company ("Purchaser").

WHEREAS, Seller operates an electronics manufacturing facility located at 2222 East Pensar Drive, Appleton, Wisconsin (the "Appleton Facility"), and owns various real estate, equipment, inventories, contract rights, and miscellaneous assets used in connection with the operation of its business at such facility; and

WHEREAS, Purchaser desires to acquire substantially all the assets used or useful, or intended to be used, in the continuing operation of Seller's Appleton, Facility (with the exception of Seller's product design department and sales personnel located within the Appleton Facility), and Seller desires to sell such assets to Purchaser; and

NOW THEREFORE, in consideration of these premises and of the mutual covenants contained hereafter and other good and valuable consideration, Parent, Seller and Purchaser agree as follows:

Section 1. Sale of Accounts Receivable. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the accounts receivable identified on the attached Schedule 1, Accounts Receivable - as of June 29, 2003 listing, (the "Accounts Receivable").

Section 2. Assets Purchased; Liabilities Assumed.

2.1. Assets Purchased. Seller agrees to sell and assign to Purchaser and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the assets set forth on Schedule 2.1 attached hereto and incorporated by reference herein which shall include, to the extent permitted, Seller's rights to the software so listed. (the "Assets"). The Assets are being sold to Purchaser, and Purchaser agrees to purchase the Assets from Seller "as is, where is" and without any warranties other than as set forth in this Agreement.

2.2. Liabilities Assumed. The Purchaser will assume the following liabilities of the Seller (the "Assumed Liabilities"):

2.2.1. All accounts payable or accrued liabilities of the Seller (a) included on Schedule 2.2 or (b) incurred since June 29, 2003;

2.2.2. All liabilities of the Seller under the contracts assumed by Purchaser arising after the Effective Date;

2.2.3. All liabilities of the Seller under the leases identified on Schedule 2.2;

2.2.4. Any obligation to provide any former employees, their spouses and dependants so-called COBRA continuation coverage if the selling group (as defined in

section 54.4980B-9 of Treasury Regulations) ceases to provide any group health plan to any employee in connection with the transaction contemplated by this Agreement;

2.2.5. all obligations with respect to unfilled purchase orders assigned to Purchaser pursuant to Section 2.1;

2.2.6. all current, potential and pending liabilities related to suppliers.

Section 3. Excluded Assets. Excluded from this sale and purchase are the assets of Seller's product design department located within the Appleton facility listed on Schedule 3 and any other assets of the Appleton facility set forth on Schedule 3 attached hereto and incorporated by reference herein.

Section 4. Purchase Price.

4.1. The purchase price for the Accounts Receivable shall be One Million Eight Hundred Sixty-Six Thousand Dollars (\$1,866,000), (the "Accounts Receivable Purchase Price").

4.2. The purchase price for the Assets shall be One Million One Hundred Ninety-Two Thousand Three Hundred Six Dollars (\$1,192,306), subject to adjustment pursuant to Section 6 hereof, together with the Assumed Liabilities (the "Asset Purchase Price"). The Asset Purchase Price shall be allocated as set forth on Schedule 4.2 attached hereto and incorporated by reference herein.

Section 5. Closing.

5.1. Time and Place. This Agreement shall be closed at the Appleton Facility (the "Closing") or such other mutually agreed upon location at such date that is mutually agreed upon by the parties and is no earlier than one (1) week after the receipt by the Seller of a required approvals and releases from its lenders, but in no event later than August 21, 2003 ("Closing Date").

5.2. Payment of Purchase Price. The Accounts Receivable Purchase Price plus the cash portion of the Asset Purchase Price (an aggregate of Three Million Fifty-Eight Thousand Three Hundred and Six Dollars (\$3,058,306), subject to adjustment pursuant to Section 6 hereof) shall be paid in full on the Closing Date by cashier's check or wire transfer of immediately available funds to the account of Seller per the written instructions of the Seller.

Section 6. Adjustments. The net income or net loss, calculated in accordance with past practice of the Seller, of the Appleton Facility from the close of business on June 29, 2003 (the "Effective Date") to the day preceding the Closing Date (the "Interim Period") shall be for the account of Purchaser (so that the economic benefits and burdens for the Interim Period are transferred to the Purchaser.) For the avoidance of doubt, the calculation of net income or loss shall include all income and expenses, including but not limited to utilities, personal property taxes, rents, real property taxes, wages, vacation pay, payroll taxes, lease payments and fringe benefits of employees of Seller. For purposes of clarification, the calculation of net income or loss shall include as expenses (but not be limited to) all amounts paid by the Seller or any of its affiliates under equipment leases from June 30, 2003, through the Closing Date for those pieces

## Schedule 2.1 - Assets

All of the real estate, and substantially all of the machinery and equipment, furniture and fixtures, inventory and leasehold improvements, prepaid expenses, and contract rights of Seller currently located upon or associated with the operations of the Appleton Facility including, but not limited to, the following:

- 8 Real estate located at 2222 East Pensar Drive, Appleton, Wisconsin more particularly described on the attached Evans Title Companies AL T A Commitment SCHEDULE A;
- ~ Equipment pursuant to the attached "Appleton Equipment General Detail 07-10-03";
- ~ All assets described on the attached "Appleton Book Assets Detail- Total Listing - Book Asset Detail Manufacturing";
- ~ Software listed on the attached "Appleton Software Applications" detail; and
- ~ The "Pensar" tradename and any related "Pensar" trademarks.

08/17/03 10:15 FAX

009

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

SMTC MANUFACTURING  
CORPORATION OF WISCONSIN,  
a Wisconsin corporation

PENSAR ELECTRONIC SOLUTIONS, LLC,  
a Wisconsin limited liability company

By: 

By: \_\_\_\_\_

SMTC CORPORATION, a Delaware  
corporation

By: 

9224637\_7

14

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

SMTC MANUFACTURING  
CORPORATION OF WISCONSIN,  
a Wisconsin corporation

PENSAR ELECTRONIC SOLUTIONS, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_

By: David E. Steel  
David E. Steel, Managing Member

SMTC CORPORATION, a Delaware  
corporation

By: \_\_\_\_\_