

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	STOCK PURCHASE AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRECISION DYNAMICS, INC.		02/10/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DH HOLDINGS CORP.		
<b>Street Address:</b>	ONE COWLES ROAD		
<b>City:</b>	PLAINVILLE		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06062		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2174764	PREDYNE	
<b>Serial Number:</b>	76605758	CHEM-S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)527-5029		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8605279211		
<b>Email:</b>	alixyaleristas@gmail.com		
<b>Correspondent Name:</b>	NANCY KENNEDY		
<b>Address Line 1:</b>	750 MAIN ST		
<b>Address Line 2:</b>	ALIX, YALE & RISTAS, LLP		
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	PREC/T01 AND PREC/T02		
<b>NAME OF SUBMITTER:</b>	NANCY KENNEDY		
<b>Signature:</b>	/NANCY KENNEDY/		

**CH \$65.00 2174764**

Date:

01/16/2009

**Total Attachments: 7**

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## STOCK PURCHASE AGREEMENT

**THIS STOCK PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of this 10<sup>th</sup> day of February, 2006, by and among DH Holdings Corp., a Delaware corporation ("Buyer"), Precision Dynamics, Inc., a Delaware corporation (the "Company"), and each of the stockholders, Optionholders, and Warrantholders of the Company set forth on the signature pages attached hereto (each such person, a "Seller," and all of such persons collectively, the "Sellers").

### RECITALS

WHEREAS, the Company is a manufacturer of solenoid valves, manifold assemblies and integrated fluidic systems and other products (the "Business");

WHEREAS, the Sellers own, beneficially and of record, all of the issued and outstanding shares of capital stock of the Company, Options, Warrants, and all shares of capital stock issuable upon exercise of Options and Warrants (such capital stock, Options and Warrants, collectively, the "Shares"); and

WHEREAS, the Sellers desire to sell to Buyer, and Buyer desires to purchase from the Sellers, the Shares, pursuant to the terms and conditions of this Agreement, and after completion of the transactions described herein, Buyer will own all of the Shares.

NOW, THEREFORE, in consideration of these premises and of the mutual representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### STOCK PURCHASE AND RELATED MATTERS

Section 1.1 Transfer of Shares. Upon the terms hereof, the Sellers shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from the Sellers, the Shares, free and clear of all Liens. "Lien" means any adverse claim, mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer, community property interest or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets or voting), any conditional sale or other title retention agreement and any financing lease involving substantially the same economic effect as any of the foregoing.

Section 1.2 Purchase Price. In reliance on the representations, warranties and covenants set forth herein and in full consideration for the sale, assignment, transfer and delivery of the Shares to Buyer, Buyer shall pay cash consideration in the amount of nineteen million five hundred thousand dollars (\$19,500,000) (the "Closing Purchase Price"), which shall be subject to

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of the Company, which plan, program, or arrangement is or was ever subject to the Laws of any jurisdiction outside of the United States;

(ix) The Company has no Liability with respect to any direct or indirect pension, retirement (other than under its Qualified Plan), or post-employment welfare benefits (other than under COBRA) with respect to employees and former employees of the Company, whether such benefits are vested or not;

(x) All actions to be taken under this Agreement with respect to equity or equity-based compensation are permitted by the terms of the applicable Company Benefit Arrangements, are consistent with communications to recipients of such compensation, and comply with applicable Law; the Company has taken any steps necessary under Section 17.3 of the PDI Acquisition Corp. 1996 Stock Option Plan to cause any unvested portions of options cashed out under Section 1.2(g) hereof to terminate as of the Closing; and

(xi) All benefits provided by the Company or any Seller to any Person (in such Person's capacity as record or beneficial stockholder, optionholder or warrant holder of the Company), including health, dental, life insurance, and tax preparation benefits, are disclosed on Schedule 3.21(c)(xi) and have been terminated before the Closing without any continuing Liability to the Company.

Section 3.22 Compliance with Law. Each of the Company and the Business is, and has been, in compliance in all material respects with, and has conducted its business and owned, used, operated and maintained its properties, rights and assets (including the Assets) in compliance in all material respects with, all applicable Laws. The Company does not have any material Liability in connection with the violation of any Law by any other Person. No claims have been made, or to the Company's knowledge, threatened, asserting the Company's violation of or Liability for, any Law. The Company has not conducted any internal investigation with respect to any actual, potential or alleged material violation of any Law by any director, officer or employee.

Section 3.23 Litigation. There are no claims, actions, suits, proceedings, arbitrations, governmental investigations or inquiries pending or, to the Company's knowledge, threatened, against or affecting the Company or any of its assets (including the Assets), rights or properties, or any current or former officer, director, employee, consultant, agent or stockholder of the Company with respect to the Company, the Business, or any Asset, or seeking to prevent or delay the transactions contemplated pursuant to this Agreement, and no notice of any claim, action, suit, proceeding, governmental investigation or inquiry involving or relating to the Company, the Business or any Asset, whether pending or threatened, has been received by the Company or any Seller. There are no judgments, orders, injunctions, decrees, stipulations or awards (whether rendered by a court, administrative agency or other Governmental Authority, by arbitration or otherwise) against the Company, the Business, or any Asset.

Section 3.24 Intellectual Property.

(a) Schedule 3.24(a) lists all patents, trademark registrations, service mark registrations, certification mark registrations, copyright registrations, domain names, mask works

registrations, and applications for any of the foregoing, both domestic and foreign, that are owned by the Company (collectively, "Registered Intellectual Property"), in each case enumerating specifically the applicable filing or registration number, subject matter, title, jurisdiction in which filing was made or from which registration issued, date of filing or issuance, names of all applicants, registrant(s) and current registered owner(s), as applicable, and status of any required issuance, renewal, maintenance or other payments. Schedule 3.24(a) also lists (i) any *inter partes* proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office), Internet registration authority or equivalent authority anywhere in the world related thereto and (ii) the date on which such registrations will expire or by which time the rights therein will have to be renewed or extended to prevent expiration, lapse or other loss. The Registered Intellectual Property and all other computer software, trade secrets, trademarks, trade names, service marks, certification marks, copyrights, know-how, methods, processes, procedures, apparatus, equipment, industrial property, discoveries, inventions, patent disclosures, designs, drawings, plans, specifications, engineering data, manuals, development projects, research and development work in progress, technology or other proprietary rights or confidential information, whether foreign or domestic, that are owned or purportedly owned, in whole or in part, by the Company are referred to as the "Owned Intellectual Property." The Company owns all right, title and interest in and to the Owned Intellectual Property validly and beneficially, free and clear of all Liens, with the sole and exclusive right to use the same, subject to those licenses granted to others by the Company listed on Schedule 3.24(b). The names of all joint owners of any jointly-owned Owned Intellectual Property are listed on Schedule 3.24(b). The Company has complied with its duty of candor and disclosure to the United States Patent and Trademark Office and any relevant foreign patent office with respect to all patent applications filed by or on behalf of the Company (the "Patent Applications") and has made no material misrepresentation in the Patent Applications. All assignments of Registered Intellectual Property have been properly executed and recorded. To the Company's knowledge, all registrations of Registered Intellectual Property are valid and enforceable and all issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the Company. There are no inventorship challenges or interferences declared with respect to any patents or patent applications included in the Registered Intellectual Property. The Company has taken reasonable measures to protect the proprietary nature of each item of Owned Intellectual Property. All items set forth on Schedule 3.24(a) are valid, enforceable, and subsisting.

(b) Schedule 3.24(b) lists (i) all licenses, assignments and other transfers of rights or interests (including any covenants not to assert rights) in or to Owned Intellectual Property granted to others by the Company, other than "shrinkwrap" license agreements; and (ii) all licenses, assignments and other transfers of rights or interests in or to patents, patent applications, trademark registrations and trademark applications, service mark registrations and service mark applications, certification mark registrations and certification mark applications, copyright registrations and copyright registration applications, domain names, mask works registrations, mask works registration applications, computer software, trade secrets, trademarks, trade names, service marks, certification marks, copyrights, know-how, methods, processes, procedures, apparatus, equipment, industrial property, discoveries, inventions, patent disclosures, designs, drawings, plans, specifications, engineering data, manuals, development projects, research and development work in progress, technology or other proprietary rights or confidential information, whether foreign or domestic, granted to the Company by others, other

than as granted on a non-exclusive basis pursuant to the Company's purchase of products or services in the ordinary course of business consistent with past practice or off-the-shelf software programs that are licensed non-exclusively to the Company pursuant to "shrinkwrap" license agreements (such items described in this clause (ii), "Licensed Intellectual Property," and, together with the Owned Intellectual Property, the "Intellectual Property"). None of the Intellectual Property is subject to termination or cancellation or change in its terms or provisions as a result of this Agreement or the transactions contemplated pursuant this Agreement.

(c) To the Company's knowledge, there has not been any unauthorized use, infringement or misappropriation of any Intellectual Property. The Company has provided to Buyer copies of all correspondence, analyses, legal opinions, complaints, claims, notices or threats concerning the infringement, violation or misappropriation of any Owned Intellectual Property or of any intellectual property rights of third parties by the Company. The Intellectual Property constitutes all the intellectual property necessary or appropriate to conduct the businesses of the Company as presently conducted and presently planned to be conducted, and upon consummation of the transactions contemplated by this Agreement, the Company shall (i) have good, valid and, except as set forth on Schedule 3.24(c), unencumbered title to all Owned Intellectual Property and (ii) have the valid right to use all Licensed Intellectual Property and Owned Intellectual Property to the same extent such Intellectual Property is currently used by the Company.

(d) Except as set forth on Schedule 3.24(d), no claim has been asserted or, to the Company's knowledge, threatened, nor does any bona fide basis exist for asserting a claim (i) to the effect that the manufacture, sale, offer for sale, importation or use of any trademark, service mark, certification mark, domain name, product, service or process as used (currently or in the past) or offered or proposed for manufacture, use, offer for sale, importation or sale by the Company infringes, misappropriates, violates, dilutes or constitutes the unauthorized use of any copyright, trade secret, patent, trademark, trade name or other intellectual property right of any Person or (ii) challenging the ownership, scope, validity or enforceability of any Intellectual Property. The Company has no Liability in connection with the infringement, misappropriation, violation, dilution or unauthorized use of any intellectual property right. The Company has provided or made available to Buyer complete and accurate copies of all written documentation in the possession of the Company related to any claim or dispute or offer to grant licenses concerning Owned Intellectual Property.

(e) No Intellectual Property is subject to any Law, including all decisions of courts having the effect of Law, or agreement restricting in any manner the licensing, assignment or other transfer, use or enforceability thereof by the Company. Except as set forth in Schedule 3.24(e), the Company has not entered into any agreement to indemnify any Person against any charge of infringement of any intellectual property. The Company has the exclusive right to file, prosecute and maintain all applications and registrations with respect to the Owned Intellectual Property.

(f) The Company has the right to use all trade secrets, customer lists, hardware designs, programming processes, databases, software and other information required for its products, services or its business as presently conducted or presently planned to be conducted. No trade secret or other confidential information of the Company is part of the

Schedule 3.24(a)  
REGISTERED INTELLECTUAL PROPERTY

Trademarks

1. "CHEM-S", trademark application filed August 3, 2004; serial number 76/605758.
2. "PREDYNE", registration number 2,174,764, registered July 21, 1998 with the United States Patent and Trademark Office.

Domain Name

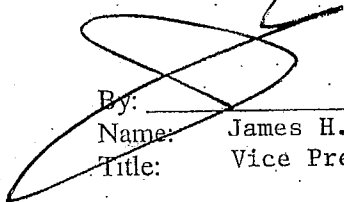
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IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement as of the day and year first written above.

BUYER:

DH HOLDINGS CORP.

  
By: \_\_\_\_\_  
Name: James H. Ditzkoff  
Title: Vice President

THE COMPANY:

PRECISION DYNAMICS, INC.

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

*[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]*



IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement as of the day and year first written above.

**BUYER:**

DH HOLDINGS CORP.

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

**THE COMPANY:**

PRECISION DYNAMICS, INC.

By: Spencer Nakaguma  
Name: SPENCER NAKAGUMA  
Title: PRESIDENT

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

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Index of Schedules

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