

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/28/2000		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Andros Incorporated		07/28/2000	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	New A.C. Inc.		
Street Address:	2332 FOURTH STREET		
City:	BERKELEY		
State/Country:	CALIFORNIA		
Postal Code:	94710		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1521611	ANDROS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-586-1062		
Email:	aegagich@jonesday.com		
Correspondent Name:	Amy Gagich		
Address Line 1:	901 Lakeside Ave.		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	188079-605005		
NAME OF SUBMITTER:	Amy E. Gagich		
Signature:	/Amy E. Gagich/		

CH \$40.00 1521611

**900148471**

**TRADEMARK**  
**REEL: 004102 FRAME: 0349**

Date:

11/24/2009

**Total Attachments: 5**

source=BILL OF SALE#page1.tif

source=BILL OF SALE#page2.tif

source=BILL OF SALE#page3.tif

source=BILL OF SALE#page4.tif

source=BILL OF SALE#page5.tif

**BILL OF SALE**

This BILL OF SALE ("Bill of Sale"), is entered into as of July 28<sup>th</sup>, 2000 by and between New A.C. Inc., a Delaware corporation, ("Buyer") on the one hand, and Andros Incorporated, Andros Service, Inc., Andros Holdings, Inc., Andros International, Inc., and Scitec Corporation, each a separate Delaware corporation (hereinafter Andros Incorporated and its above-noted affiliates and/or subsidiaries shall be collectively referred to as the "Seller"), on the other hand.

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of June 28, 2000 (the "Agreement"), pursuant to which Seller has agreed to sell, assign and convey to Buyer the Assets set forth on Exhibit A hereto, free and clear of any liens, charges, security interest, encumbrances or liabilities. Capitalized terms not defined herein shall have the same meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT KNOWN THAT:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, transfer, sell, set over, assign, convey, release, confirm and deliver to Buyer all of the Assets.

2. Seller hereby covenants that Seller will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, Buyer's successors or Buyer's assignees, such documents as Buyer or they may reasonably request in order to fully assign and transfer the Assets to, and vest the Assets in, Buyer or Buyer's successors and assigns, or to enable Buyer, Buyer's successors and assigns to realize upon or otherwise enjoy such rights and property.

3. "AS IS" Transaction. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN THE AGREEMENT, THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ASSETS OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR CONTRACT TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE

ASSUMED BY BUYER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE ASSETS (OR ANY PORTION THEREOF) THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, each of the parties hereto have caused this Bill of Sale to be executed by its duly authorized representative as of the day and year set forth above.

Seller:

ANDROS INCORPORATED

ANDROS HOLDINGS, INC.

By: Michael D. Norton  
Michael D. Norton  
President and CEO

By: Michael D. Norton  
Michael D. Norton  
President and CEO

ANDROS SERVICE, INC.

ANDROS INTERNATIONAL, INC.

By: Michael D. Norton  
Michael D. Norton  
President and CEO

By: Michael D. Norton  
Michael D. Norton  
President and CEO

SCITEC CORPORATION

By: Michael D. Norton  
Michael D. Norton  
President and CEO

Buyer:

NEW A.C. INC.

By: Michael D. Norton  
Michael D. Norton  
President

## EXHIBIT A

Assets. The term "Assets", as used in the attached document, shall mean the Seller's right, title and interest in and to all of the assets (of every type and description, whether tangible or intangible, wherever located and whether or not identified or disclosed on Seller's books and records) and properties, goodwill, and business of the Seller (collectively, the "Assets"), excluding, however, all of the Excluded Assets (as defined below). The Assets shall consist of, among other things, the following:

1. Leases and Contracts. Seller's right, title and interest (i) as lessee under any and all of Seller's real property leases (collectively, the "Real Property Leases"), (ii) as lessee under all of its equipment, personal property and intangible property leases, rental agreements, licenses, contracts, agreements and similar arrangements (collectively, the "Other Leases"), and (iii) as a party to all of its other contracts, leases, orders, purchase orders, licenses, contracts, agreements and similar arrangements (collectively, the "Other Contracts" and together with the Other Leases, the "Other Leases and Contracts").
2. Improvements. Any improvements, including without limitation all fixtures, located on the real property (collectively, the "Real Property") occupied by Seller under the Real Property Leases, but in all events only to the extent, if any, of Seller's interest in the same (collectively, the "Improvements").
3. Personal Property. All of those items of equipment, machinery and tangible personal property owned currently by Seller and any other tangible personal property acquired by Seller after the date hereof but prior to the Closing Date exclusively in connection with the Business, (collectively, the "Personal Property").
4. Intangible Property. All intangible personal property owned or held by Seller but in all cases only to the extent of Seller's interest therein and only to the extent transferable, together with all books, records and like items including, without limitation, the name "Andros", the goodwill of the Business, trademarks, trademark applications, trade names, service marks, patents and patent applications, all plans and specifications for the Improvements, correspondence with present and prospective customers and suppliers, customer lists, product specifications, promotional and marketing materials, telephone exchange numbers identified with the Business, all books and records relating to the foregoing, and all permits, licenses, authorizations, and approvals relating to the operation of the Business (collectively, the "Intangible Property"). As used herein, Intangible Property shall in all events exclude, (i) any materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy and any other materials which are subject to attorney-client or any other privilege, and (ii) Seller's corporate books and records relating to its organization and existence.
5. Receivables. All accounts receivable and notes including trade, employee and miscellaneous receivables and, subject to provisions regarding the Excluded Assets as set forth below, all claims and causes of action relating or pertaining to the foregoing and cash placed in

the bank accounts of Seller on account of collections of such receivables on and after July 14, 2000 (collectively, the "Receivables").

6. Inventory. All supplies, goods, materials, work in process, inventory and stock in trade owned by Seller (collectively, the "Inventory").

7. Prepaid Expenses. All prepaid expenses of Seller, subject to provisions regarding the Excluded Assets as set forth below, including insurance, property taxes, rent, royalties and any other services paid in advance (the "Prepaid Expenses").

8. Insurance Proceeds. All proceeds arising from that certain insurance policy Number PP 8589584 ("Policy") between Seller and Reliance Insurance Company ("Reliance") on account of that certain fire which took place on Seller's premises located in Berkeley, California on May 21, 2000 (the "Fire"), including but not limited to any reimbursement by Reliance for amounts paid by the Buyer or Seller to repair or replace assets or cover interruption loss, and any settlement under the Policy, including any rights to payment of Maxtec under the Policy (the "Insurance Proceeds").

Excluded Assets. The Assets shall not include (i) any items expressly excluded pursuant to the provisions above; (ii) all cash on hand or in bank accounts as of the Closing, except for cash collected from Receivables and put in bank accounts of the Seller on and after July 14, 2000, (iii) any lease, rental agreement, contract, agreement, license or similar arrangement terminated (with the express written consent of Buyer) or expired prior to the date hereof in accordance with its terms or in the ordinary course of the Business provided, however, that prior to expiry Seller shall afford Buyer notice thereof and the opportunity to renew or renegotiate such arrangements; (iv) the Seller's rights under the Agreement and all cash and non-cash consideration payable or deliverable to the Seller pursuant to the terms and provisions thereof; (v) claims, counterclaims and causes of action with respect to or arising in connection with potential third-party liability claims arising from the Fire for the benefit of Seller or Maxtec including any subrogation claims to which Reliance is entitled under the Policy; provided however, that any recoveries thereunder shall accrue to the benefit of Buyer as long as Reliance is not entitled to such benefits under the Policy; (vi) rights under any other insurance policy other than the Policy, to the extent that such other policy insures against third party claims arising in connection with the Fire; (vii) the Policy and any rights under the Policy other than the Insurance Proceeds and benefits accruing thereunder; and (viii) the outstanding common stock of Maxtec, and any assets of Maxtec. Notwithstanding the foregoing, to the extent proceeds accrue to the benefit of Seller or Maxtec pursuant to Sections (v), (vi) or (vii) above in excess of the amounts of Seller's and Maxtec's liabilities to third parties in connection with the Fire (including without limitation any subrogation claims to which Reliance is entitled under the Policy), such proceeds shall be held for the benefit of Buyer.