

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRECISION AUTOMATION COMPANY, INC.		01/27/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARK ANDY, INC.		
<b>Street Address:</b>	18081 Chesterfield Airport Road		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63005		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1081593	ARPECO	
Registration Number:	1089573	ARPECO	
Registration Number:	1061117	INSPECTOR	
Registration Number:	1019846	TRACKER	
Registration Number:	2407972	DYNATRAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7037448029		
<b>Email:</b>	LKOLO@PATTONBOGGS.COM		
<b>Correspondent Name:</b>	LACY KOLO		
<b>Address Line 1:</b>	8484 WESTPARK DRIVE, SUITE 900		
<b>Address Line 2:</b>	PATTON BOGGS, LLP		
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102		

OP \$140.00 1081593

ATTORNEY DOCKET NUMBER:	028696.0100 MARK ANDY
NAME OF SUBMITTER:	LACY KOLO
Signature:	/LACY KOLO/
Date:	09/28/2010
<b>Total Attachments: 8</b> source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page1.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page2.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page3.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page4.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page5.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page6.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page7.tif source=2010 Precision-Mark Andy Asset Purchase Agmt REDACTED#page8.tif	

ASSET PURCHASE AGREEMENT

Agreement entered into as of January 27, 2010, by and between Precision Automation Company, Inc., a New Jersey corporation (the "Seller"), and Mark' Andy, Inc., a Missouri corporation (the "Buyer"). The Buyer and the Seller are referred to collectively herein as the "Parties."

This Agreement contemplates a transaction in which the Buyer will purchase certain of the assets of the Arpeco finishing and label equipment Division of the Seller in return for cash.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Section shall include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other genders; (ii) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; (iii) references in this Agreement to "Sections," "subsections," "paragraphs," and other subdivisions without reference to a document are to designated Sections, subsections, paragraphs and other subdivisions of this Agreement; (iv) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule shall also apply to paragraphs and other subdivisions; (v) the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular provision; (vi) the words "include," "such as," and "including," and their variations mean "including, but not limited to;" (vii) the words "not including" mean "excluding only;" (viii) references to "days" mean calendar days unless otherwise stated; and (ix) every reference to a document means that document as it may be modified from time to time, and includes all the headings in this Agreement are for convenience only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of any of the provisions of this Agreement. The following terms shall have the meanings set forth below:

"Acquired Assets" means all right, title, and interest in and to the assets of the Seller that are directly related to the Division as set forth on the schedule of acquired assets attached to this Agreement (the "Acquired Assets Schedule").

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**Pages 2 – 4  
Redacted**

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**2. Basic Transaction.**

(a) Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey, and deliver to the Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2.

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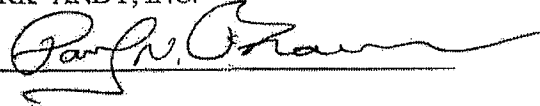
REDACTED - REDACTED - REDACTED

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**Pages 6-21  
Redacted**

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

MARK' ANDY, INC.

By: 

Title: PRESIDENT & CEO

PRECISION AUTOMATION COMPANY, INC.

By:   
G. FREDERICK RIXON, JR.

Title: PRESIDENT

**ACQUIRED ASSET SCHEDULE**

1. All of the Intellectual Property utilized by the Seller in the operation of the Arpeco Division, including the know-how, technology, designs, drawings and materials used exclusively in the operation of the Division, including all of Seller's rights to the names: *Arpeco, Tracker, Tracker Premier, Inspector, Platform, Platform 20/20, Dynatrack* and *Quickload Die Station* and the goodwill associated therewith and all common law intellectual property rights.

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3. All of the Seller's rights in the trademarks, patents and patents pending as set forth and more particularly described in the attached Acquired Asset Schedule I (AAS-I).

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AAS - I

**TRADEMARKS, PATENTS AND PATENTS PENDING**

**TRADE-MARKS OWNED BY PRECISION AUTOMATION CO., INC.**

**United States**

Trade-Mark	Registration No.	Next Renewal Due	Our File No.
Arpeco	1,081,593	January 10, 2018	4562-18
Arpeco	1,089,573	April 18, 2018	4562-19
Inspector	1,061,117	March 15, 2017	4562-17
Tracker	1,019,846	September 9, 2015	4562-15
Dynatrack	2,407,972	November 28, 2010	4562-16
<b>Canada</b>			
Trade-Mark	Registration No.	Next Renewal Due	Our File No.
Tracker	297,356	November 23, 2014	50931*297356
Arpeco	188,326	February 2, 2018	50931*188326
Dynatrack	524,942	March 15, 2015	50931*524942

**PATENTS OWNED BY PRECISION AUTOMATION CO., INC.**

Country	Application No.	Description	Next Maintenance Fee Due	Our File No.
US	5,727,748	Platform 20/20	March 17, 2009	4562-8
US	5,915,644	Quickload Die Station	June 29, 2010	4562-9
CA	2,184,769	Platform 20/20	September 4, 2009	4562-11
Europe*	0827927	Platform 20/20	September 5, 2009	4562-13
Europe*	0827926	Quickload Die Station	September 5, 2009	4562-14
* (Germany, France, Great Britain, Italy)				

**PATENTS APPLICATIONS OWNED BY PRECISION AUTOMATION CO., INC.**

Country	Application No.	Description	Next Maintenance Fee Due	Our File No.
CA	2,215,024	Quickload Die Station	September 4, 2009	4562-12

AA5-1