

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                       |                         |
| NATURE OF CONVEYANCE:            | 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>      |
| Amistar Corporation              |  | 03/01/2008            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | Amistar Automation, Inc.   |                       |                         |
| <b>Street Address:</b>           | 1269 Linda Vista Drive   |                       |                         |
| <b>City:</b>                     | San Marcos   |                       |                         |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>              | 92069  |                       |                         |
| <b>Entity Type:</b>              | CORPORATION: CALIFORNIA  |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| Registration Number:             | 2420029  | DATAPLACE             |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| Fax Number:                      | (408)624-9369  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| Phone:                           | 6198464333   |                       |                         |
| Email:                           | kwright@rwhlaw.com   |                       |                         |
| Correspondent Name:              | Kenneth R. Wright  |                       |                         |
| Address Line 1:                  | 501 W Broadway   |                       |                         |
| Address Line 2:                  | Suite 800  |                       |                         |
| Address Line 4:                  | San Diego, CALIFORNIA 92101  |                       |                         |
| ATTORNEY DOCKET NUMBER:          | AMISTAR  |                       |                         |
| NAME OF SUBMITTER:               | Kenneth R. Wright  |                       |                         |
| Signature:                       | /Kenneth R. Wright/  |                       |                         |
| Date:                            | 01/07/2011   |                       |                         |

OP \$40.00 2420029

Total Attachments: 3

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), is made, entered into and effective as of this \_\_\_\_\_ day of March, 2008 (the "Closing Date"), between Amistar Corporation, a California corporation ("Amistar") and Amistar Automation LLC, a California LLC, ("Amistar Automation LLC"), (Amistar or its successor referred to herein as "Seller Party" and Amistar Automation LLC referred herein as "Purchaser", the Purchaser and the Seller Party are each referred to herein as a "Party," and collectively, as the "Parties").

### RECITALS

WHEREAS, the Seller Party is engaged in the Business of developing, manufacturing, selling and servicing labeling equipment, assembly equipment and spare parts for use by electronics manufacturers and other manufacturers, and of importing, selling and servicing equipment, and spare parts for that equipment, used in the manufacture and test of electronic printed circuit board assemblies, (the "Business") and

WHEREAS, the Seller Party desires to sell, transfer, and assign or consign to Purchaser, and Purchaser desires to purchase and/or acquire from the Seller Party, certain assets (the "Acquired Assets") of the Seller Party relating to the operation of the Business (the "Acquisition").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

##### **SECTION 1.1      Definitions.**

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below.

"Acquired Assets" means all of the right, title, and interest of the Seller Party, in, to and under certain of the assets, business, properties and rights of the Seller Party, and the right to sell certain other assets of the Seller Party consigned to Purchaser, all of which are used in, held for use in or associated with, directly or indirectly, the Business, as set forth below:

- (i) the Intellectual Property set forth in Section I(a) of the Disclosure Schedule;
- (ii) the Spares Consigned Inventory set forth in Section I(b) of the Disclosure Schedule;
- (iii) the Finished Goods Amistar Machines Consigned Inventory set forth in Section I(c) of the Disclosure Schedule;
- (iv) the WIP LCL Machines Consigned Inventory set forth in Section I(d) of the Disclosure Schedule;

“Technology” shall mean all processes, apparatuses, systems, formulae, algorithms, data, models, plans, methodologies, techniques, discoveries, disclosures, inventions, Computer Software, information or know-how, and other technological subject matter related to the Business as of the date of this Agreement.

“Third Party Claim” has the meaning set forth in Section 7.4(a) below.

“Third Party Claim Notice” has the meaning set forth in Section 7.4(a) below.

“Trademarks” shall mean all United States and foreign registered and unregistered trademarks, trade dress, service marks, logos, slogans, trade names (and all translations, adaptations derivations and combinations of the foregoing) and Internet domain names, and all registrations and applications to register the same directly related to the conduct of the Business as of the date of this Agreement.

“Transfer Cost” shall mean the value of the items consigned as a condition of this Agreement equal to the Seller Party’s Standard Cost for inventory as shown in the Seller Party’s ManFact ERP System, except for Work In Process (WIP) which shall be at actual cost as shown in Seller Party’s ManFact ERP System as of the Closing Date.

“Warranty Reserve Advance” has the meaning set forth in Section 2.10(a)(ii) below.

“WIP Consigned Inventory” shall mean those items shown in Exhibit E.

(b) Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement and (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

## ARTICLE II

### PURCHASE AND SALE

#### **SECTION 2.1**      Purchase and Sale of Assets.

On and subject to the terms and conditions of this Agreement, as of the Closing Date, Purchaser hereby purchases and accepts from Seller Party, and the Seller Party hereby agrees to sell and deliver to Purchaser, all of the Acquired Assets, free and clear of all Liens, for the consideration specified in this Article II, and Purchaser hereby accepts from Seller Party, and Seller Party hereby agrees to provide and deliver to Purchaser, all of the Consigned Inventory which Purchaser shall use best efforts to sell to third parties and upon such sale(s) make payment to the Seller Party as specified in this Article II.

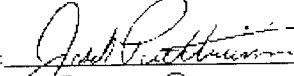
#### **SECTION 2.2**      Assumption of Liabilities.

On and subject to the terms and conditions of this Agreement, Purchaser agrees to assume and become responsible for all of the Assumed Liabilities at the Closing. Purchaser will not assume or have

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party.

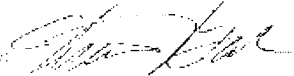
**PURCHASER:**

AMISTAR ALUMINATION INC.

By:   
Name: Joseph Pultinevicius  
Title: President

**SELLER PARTY:**

AMISTAR CORPORATION

By:   
Name: STUART BAKER  
Title: PRESIDENT