

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BLAKO, INC. | | 03/03/2011 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | BLAKESLEE WORLDWIDE, INC. | | |
| Street Address: | 5130 Executive Blvd. | | |
| City: | Fort Wayne | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46808 | | |
| Entity Type: | CORPORATION: INDIANA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0783613 | BLAKESLEE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (419)874-1130 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 419-874-1100 | | |
| Email: | howard@fraser-ip.com | | |
| Correspondent Name: | Richard G. Martin | | |
| Address Line 1: | 28366 Kensington Lane | | |
| Address Line 4: | Perrysburg, OHIO 43551 | | |
| ATTORNEY DOCKET NUMBER: | 1-41470 | | |
| NAME OF SUBMITTER: | Richard G. Martin | | |
| Signature: | /richard g. martin/ | | |
| Date: | 07/29/2011 | | |

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Total Attachments: 7

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CONTRACT FOR PURCHASE OF ASSETS

THIS CONTRACT is made this 3rd day of March, 2011, and is by and between BLAKESLEE WORLDWIDE, INC., an Indiana Corporation, whose principal office is located at 6130 Executive Blvd., Fort Wayne, IN 46808, (hereinafter "Buyer"), with respect to the purchase of the assets of BLAKO, INC. and BLAKESLEE DIVISION, INC., whose business address is 1228 Capitol Drive, Addison, Illinois 60101, collectively (hereinafter "Seller") and BLAKESLEE CANADA, INC., whose principal office is located at 6130 Executive Blvd., Fort Wayne, Indiana 46808 (hereinafter "Buyer") with respect to the purchase of the assets of BLAKESLEE FOODSERVICE EQUIPMENT, INC., whose business address is 1228 Capitol Drive, Addison, Illinois 60101 (hereinafter "Seller"). AND/OR IS 1149 Bellamy Ro. N, #19, Scarborough, Ontario M1H 1H7.

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Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's assets as set forth in Exhibit "A".

THEREFORE, in consideration of the mutual promises and conditions contained in this Contract, the parties agree as follows:

Purchase and Sale

1. Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of Seller's assets set forth on Exhibit "A".

Seller's Debts, Liabilities, and Obligations

2. Liabilities: Only those remaining liabilities set forth in the Aged Payables set forth in Exhibit "B" that remain unpaid or settled as of the date of this agreement.

(a) Any debts not so listed shall remain the responsibility of the Seller, or its Members.

(b) All customer receivables owed to Seller prior to the sale date will be paid directly to the Buyer as of the date of this agreement, as set forth in Exhibit "C".

Closing Date

3. The closing shall be March 1st, 2011, notwithstanding the date that this contract was actually signed by the parties.

Seller's Obligations on Closing

4. At the closing, Seller shall deliver to Buyer sufficient instruments of conveyance and transfer in a form satisfactory to Buyer's counsel, containing full warranties of title as necessary and effective to vest in Buyer good, absolute, and marketable title to the properties, assets, and business being transferred by Seller, free and clear of all liens, charges and encumbrances. Seller shall deliver to Buyer all contracts and rights pertaining to Seller's sale of the subject business assets, data relating to its assets, business, and operation and supporting records. Seller shall take all steps that may be required to put Buyer in actual possession,

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operation, and control of the properties, assets, and business to be transferred under this Contract. All applicable taxes and fees that may be due or payable as a result of the conveyance, assignment, transfer, or delivery of the property, assets, or business to be conveyed and transferred as provided in this Contract, whether levied on Seller or Buyer, shall be paid by Seller, and/or its Members.

Seller's Continuing Obligations

5. After the closing and at the request of Buyer, Seller shall execute and deliver to Buyer other instruments of conveyance and transfer and take other action as Buyer may reasonably require to more efficiently convey, transfer to, and vest in Buyer, and to put Buyer in possession of, any of the properties or assets to be conveyed, transferred, and delivered to Buyer under this Contract.

Organization of Seller

6. Seller represents and warrants that Seller is operating the business as corporations and has done so since its inception. Seller warrants and represents that it is in good standing with the Secretary of State of Illinois and that it is in existence and has not had its charter revoked. Further, that Seller's corporation is registered and authorized to do business in the State of Illinois.

Capitalization

7. Seller represents and warrants that Seller owns all of the assets which are the subject of this sale as of the date of this Contract and that there are no outstanding options, contracts, leases, security interests, other than to Heritage Service Group of Indiana, Inc., commitments, warrants, agreements, or rights of any character or nature affecting or relating in any manner to the sale of the assets and business of the Seller as a going concern, other than as disclosed to Buyer.

Financial Statements

8. Seller has disclosed all of the debts, liabilities, and obligations of Seller arising out of this transaction and any state of facts existing, on or prior to December 31, 2010. Seller further warrants and represents that there is no bank debt, security agreements or financing statements on file which affect any of the assets being sold, including the receivables or contract rights, other than previously made reference to or disclosed to Buyer.

Changes in Financial Condition

9. Seller represents and warrants that Seller has not incurred any obligations or liabilities, except current liabilities incurred in the ordinary course of business; has not mortgaged, pledged, subjected to lien, charge, or encumbrance, or granted a security interest in any of its assets, tangible or intangible; has not cancelled any debt or claim or sold or transferred any of its assets or properties except by sales out of inventory in the ordinary course of business; has not suffered any damage, destruction, or loss (whether or not covered by

insurance) affecting its properties, business, or prospects, or waived any rights of substantial value.

Lawsuits and Proceedings

10. Seller represents and warrants that to the best of Seller's knowledge there are no lawsuits or administrative proceedings pending or threatened against Seller or affecting any of its properties or rights, nor is Seller aware of any acts that reasonably could result in a lawsuit or administrative proceeding against Seller or affecting any of its properties or rights.

Compliance with Law and Other Instruments

11. Seller represents and warrants that Seller is not in violation of any term or provision of any charter, by-law, mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule, or regulation; and Seller's execution, delivery, and performance of this Contract will not result in any violation or in the creation of any mortgage, lien, encumbrance, or charge on any of the properties or assets of Seller.

Seller's Title

12. Seller warrants that Seller has good, absolute, and marketable title to all of its properties and assets being sold to Buyer pursuant to this Contract, and that Seller holds those properties and assets subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except as otherwise disclosed to Buyer.

Condition of Tangible Assets

13. Seller represents that any furniture, fixtures, equipment, and other tangible assets of Seller being sold under this Contract are in good condition and repair, reasonable wear and tear excepted.

Intellectual Property, etc.

14. Seller does hereby assign any and all intellectual property now in existence or in the planning stage to the Buyer. Said items may include but are not necessarily limited to patents, trademarks, tradenames, product designs, logo, engineering plans, materials, diagrams, assembly instructions, routers (bills of operation), cost sheets. Additionally, Seller will provide copies of or access to past and present accounting records, sales history, a listing of its current and past customers, as well as current customer contacts and planned customer contacts.

Liabilities Under Patents and Similar Intangible Property

15. Seller represents and warrants that Seller has no knowledge of any claim against it under or in respect of, nor any reason to believe that it is or may be infringing on or otherwise acting adversely to the rights of any person under or in respect of, any patent, trademark, service mark, trade name, copyright, license, or other similar intangible property; and Seller is not obligated or liable to make any payments by way of royalties, fees, or the like to any owner or licensee of, or other claimant under any intangible property with respect to its use or in connection with the conduct of Seller's business or otherwise.

16. Seller represents and warrants that the introduction of Seller to Buyer and all negotiations on the part of Seller relative to this Contract and the transaction contemplated by this contract have been effected and carried on between the parties hereto.

Conditions Precedent to Buyer's Obligations

17. The obligation of Buyer to consummate this contract is subject to and conditioned on the satisfaction, at or prior to the closing, of all of the terms and conditions of this contract to be complied with and performed by Seller at or prior to the closing, and subject to the following conditions:

a. The validity or legality of all actions, proceedings, instruments, and documents required to carry out this contract or incidental to this contract, and all other related legal matters, shall be approved by Buyer's counsel, and Seller shall furnish to Buyer's counsel all records of Seller that have been requested for that purpose.

b. Contingencies: There being no undisclosed liabilities including additional liabilities for taxes, violation of laws or government regulations or rules, a significant variation to an asset or liability from the December 31, 2010 Schedules attached as Exhibits B and C.

c. The representations and warranties of Seller in this contract shall be deemed to have been made again on the closing date and then be true and correct, subject to any changes contemplated by this contract and shall survive the closing.

Indemnification

18. Seller shall indemnify Buyer on and after the closing with respect to all claims, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties, and damages, including attorneys fees incurred in investigating or attempting to avoid or oppose the imposition of damages, resulting to Buyer from (1) any inaccurate representation made by Seller in or under this contract; (2) breach of any of the warranties made by Seller in or under this contract; (3) breach or default in the performance by Seller of any of the covenants to be performed by it under this contract, or (4) any debts, liabilities, or obligations of Seller, whether accrued, absolute, contingent, or otherwise, due or to become due, except those obligations specifically assumed by Buyer in this contract.

Demands and Actions

19. Promptly after receiving notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise, with respect to any matter to which Seller has agreed to indemnify Buyer under the provisions of this contract, Buyer will give notice in writing to Seller, together with a statement of any information respecting the demand, assertion, claim, action, or proceeding that Buyer then has.

Seller's Contest of Claim or Defense of Action

20. Seller may contest and defend by all appropriate legal or other proceedings any demand, assertion, claim, action, or proceeding with respect to which it has been called on to indemnify Buyer under the provisions of this contract. Notice of Seller's intention to contest shall be delivered to Buyer within ten (10) days from the date of receipt by Seller of notice of the demand, assertion, claim, action, or proceeding. Seller shall pay all costs and expenses of the contest, including all attorneys' fees and accountant's fees and the cost of any bond required by law to be posted in connection with the contest. The contest shall be conducted by reputable attorneys employed by Seller (with the approval of Buyer, which approval shall not be unreasonably withheld) at Seller's cost and expense, but Buyer shall have the right to participate in the proceedings and to be represented by attorneys of its own choosing, at its own cost and expense. If, after having an opportunity, Seller does not elect to participate, or does not participate, in any of the proceedings, Seller and its shareholders shall be bound by the results obtained by Buyer, including without limitation any out-of-court settlement or compromise. If Seller elects to contest any demand, assertion, or claim, neither it nor its shareholders shall be obligated to make any payments to Buyer with respect to the demand, assertion, or claim, until the legal remedies available to Seller or Buyer, as the case may be, with respect to the demand, assertion, or claim, shall have been exhausted. If requested by Seller, Buyer agrees to cooperate with Seller in contesting any demand, assertion, or claim that Seller elects to contest or, if appropriate, in the making of any counterclaim against the person asserting the demand, assertion, or claim or any cross claim against any person; but Seller will reimburse Buyer for any expenses incurred by Buyer in cooperating with Seller. If the counterclaim or cross-complaint results in receipt by Buyer of amounts in excess of the amount that is subject to the demand, assertion, or claim, the excess shall first be applied to the payment of the reasonable costs and expenses of Seller incurred in connection with the contest, counterclaim, or cross-complaint, and the balance shall be retained by Buyer.

Fire or Casualty

21. Seller assumes all risk of destruction, loss, or damage due to fire or other casualty up to midnight on the date of the closing. In the event of the destruction, loss or damage due to fire or other casualty of substantially all of the assets Buyer shall have the option to terminate this contract, and all rights of Buyer and Seller shall terminate. Buyer shall notify Seller within ten (10) days after receiving written notice of the destruction, loss or damage due to fire or other casualty, of Buyer's decision whether to terminate this contract. If Buyer does not timely notify Seller of termination, this contract shall remain in full force and effect, provided, however, that the purchase price shall be adjusted at the closing to reflect the destruction, loss, or damage, and if Buyer and Seller are unable to agree on the amount of the adjustment, the dispute shall be determined by an independent appraiser and the determination shall be binding on both Buyer and Seller in this contract.

Assignment

22. Rights under this contract shall not be assigned by either party without the consent of the other. Nothing in this contract, expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this contract.

Costs and Expenses

23. Each party shall pay the fees and charges of the attorneys retained by that party.

Amendment and Waiver

24. This contract may be amended or modified at any time and in all respects, and any provision may be waived, by an instrument in writing executed by Buyer and Seller or by either of them in the case of a waiver.

Notices

25. Any notices or other communications required or permitted under this contract shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to Seller at Seller's business address at 1228 Capitol Drive, Addison, Illinois 60101, or to the Buyer at 5130 Executive Blvd., Fort Wayne, Indiana 46808, and Buyer's Attorney, A. Dale Bloom, Burt, Blee, Dixon, Sutton & Bloom, LLP, 200 E. Main St., Ste. 1000, Fort Wayne, Indiana 46802, or at any other address furnished in writing by one party to the other, and shall be deemed to have been given as of the date delivered or deposited in the United States mail, as the case may be.

Choice of Law and Waiver of Jury Trial

26. It is the intention of the parties that the laws of the State of Indiana should govern the validity of this contract, the construction of its terms, and the interpretation of the rights and duties of the parties. The Allen Superior Court in Fort Wayne, Indiana, shall have exclusive jurisdiction over any dispute or default of the terms of this Agreement, and each party waives the right to jury trial.

Attorneys' Fees

27. Should any litigation be commenced between the parties to this contract concerning the rights and duties of either party in relation to the Business or this contract, the prevailing party in the litigation shall be entitled to (in addition to any other relief that may be granted) a reasonable sum as and for attorneys' fees in the litigation, which sum shall be determined by the court.

The term "prevailing party" shall include but not be limited to a party who obtains legal counsel or bring on action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

Headings

28. Headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

Parties in Interest

29. All the terms and provisions of this contract shall be binding on and inure to the benefit of, and be enforceable by, Seller and Buyer and their successors and assigns.

FROM

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Integrated Contract

30. This contract constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this contract.

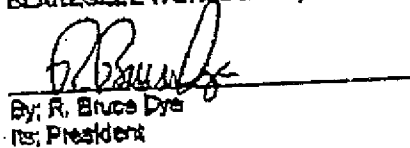
SELLER(S)

BUYER(S)

BLAKO, INC.

BLAKESLEE WORLDWIDE, INC.


By: _____
Its: President

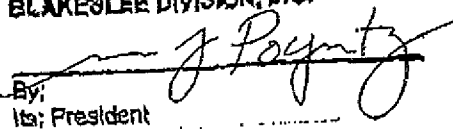

By: R. Bruce Dye
Its: President

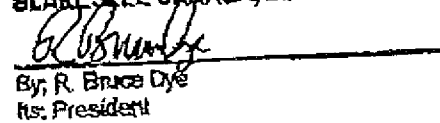
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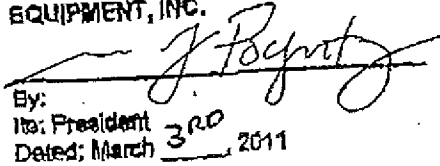
BLAKESLEE DIVISION, INC.

BLAKESLEE CANADA, INC.


By: _____
Its: President


By: R. Bruce Dye
Its: President

BLAKESLEE FOOD SERVICE
EQUIPMENT, INC.


By: _____
Its: President
Dated: March 3rd, 2011

Dated: March 3rd, 2011

This instrument prepared by Burt, Stee, Dixon, Sutton & Bloom, LLP, by A. Dale Bloom, 200 East Main Street, Suite 1000, Fort Wayne, Indiana, 46802; Telephone: (260) 428-1300