

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airserco Manufacturing Company, LLC		02/29/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Stride Tool Inc.		
Street Address:	46 East Washington Street		
City:	Ellicottville		
State/Country:	NEW YORK		
Postal Code:	14731		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1294042	AIRSERCO	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-621-2234		
Email:	ritakline@tarolli.com		
Correspondent Name:	Rita E. Kline		
Address Line 1:	1300 East Ninth Street		
Address Line 2:	Suite 1700		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	STI-191276		
NAME OF SUBMITTER:	Rita E. Kline		
Signature:	/Rita E. Kline/		

OP \$40.00 1294042

Date:

07/10/2012

Total Attachments: 4

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of February 29<sup>th</sup>, 2012 (the "Effective Date") by and among **STRIDE TOOL INC.**, ("Purchaser"), a corporation duly organized and validly existing under the laws of the State of Delaware with an address of P.O. Box 900, 6442 Rte. 242 E., Ellicottville, New York 14731 and **AIRSERCO MANUFACTURING COMPANY, LLC** ("Seller"), a limited liability company duly organized and validly existing under the laws of the State of Ohio with an address of 7555 Tyler Boulevard, Unit No. 7, Mentor, Ohio 44060., and **TIMOTHY WININGS**, 31400 Edgewood Road, Pepper Pike, OH 44124, ("Winings"). Purchaser, Seller and Winings are sometimes referred to herein, individually, as a "party" and, collectively, as the "parties."

### RECITALS

**WHEREAS**, Seller is currently engaged in the principal business of refrigeration and manufacturing of parts and equipment related thereto (the "Business") at 7555 Tyler Boulevard, Unit No. 7, Mentor, Ohio 44060 (the "Premises"); and

**WHEREAS**, Purchaser desires to acquire from Seller certain assets of the Business and to hire Seller's President, Timothy Winings ("Winings"), upon the terms and subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### 1. PURCHASE AND SALE OF ASSETS

**1.1 Purchase and Sale of Purchased Assets.** Subject to the terms and conditions set forth in this Agreement on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall acquire from Seller, free and clear of any mortgage, security interest, pledge, lien, conditional sales agreement, charge or other encumbrance (each, an "Encumbrance"), all of Seller's right, title and interest in and to certain assets (the "Purchased Assets"), on the Closing Date, including: (i) all of Seller's equipment, furniture, furnishings, office equipment and fixtures (collectively "Equipment and Furnishings", an itemized list of which is attached hereto and made a part hereof as Schedule "A"); (ii) all of Seller's Inventory\* ("Inventory", an itemized list, including each item or count for any group of items, the age and approximate fair market value, attached hereto and made a part hereof as Schedule "B"); (iii) the books and records of Seller relating to the Business, including, without limitation, all of Seller's customer list, (including customer contact details, sales for past five years detailed by SKU and price paid, and open issues), vendor, manufacturer, and supplier lists, (each to include contact details, purchases for past five years detailed by SKU and price paid, terms, and open issues), (collectively, the "Books and Records", an itemized list of which is attached hereto and made a part hereof as Schedule "C"); (iv) all prepaid revenue, deposits, relating to the Business (the "Seller Prepaid Revenue", an itemized list of which is attached hereto and made a part hereof as Schedule "D"); (v) all licenses, permits, certificates of authority and other similar instruments or documents (collectively, the "Permits", an itemized list of which is attached hereto and made a part hereof as Schedule "E"); (vi) all other records, files, notes, observations and other materials pertaining to the equipment and inventory, the customers, vendors, manufacturers and suppliers and the members ("Members") of the Business (collectively

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"Miscellaneous and Additional Company Records", an itemized list of which is attached hereto and made a part hereof as Schedule "F"); (viii) work drawings, engineering drawings and documentation, work instructions, manufacturing supplies, jigs, manufacturing test equipment and tools, (collectively "Work and Engineering Documents and Tools", an itemized list of which is attached hereto and made a part hereof as Schedule "G") and (viii) all trademarks, trademark registration numbers, copyrights, patents, patent numbers, inventions, trade names, business names, phone numbers, facsimile numbers, IP addresses, domain names, logos, assumed names and any other intellectual property rights owned by the Seller (collectively referred to as "Intellectual Property, an itemized list of which is attached hereto and made a part hereof as Schedule "H"), and completion of all attached Schedules "N" to "T." Unless otherwise specified in this Agreement, all Purchased Assets are conveyed hereunder in "as is" condition, without any warranty, express or implied.

*\* The Seller agrees that it shall continue to make a good faith effort to produce and sell inventory (consistent with the ordinary course of its prior business operations) from December 31, 2011 until the date of closing. At or immediately prior to the closing, Seller shall provide a revised and updated schedule as to existing Inventory and Purchaser shall be permitted to designate an authorized agent to examine the list and the physical inventory, and if the overall value of the same is greater than or less than 5.00% of the value of the same at the time of contract, either party shall issue an appropriate credit towards the purchase price to reasonably adjust for the same.*

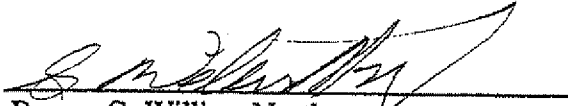
**1.2 Excluded Liabilities.** Other than those specifically stated herein, Purchaser shall not assume any liabilities or obligations of Seller whatsoever (the "Excluded Liabilities"), including, without limitation: (i) any liabilities and obligations arising from the ownership of the Purchased Assets and operation of the Business for any period prior to the Closing Date; (ii) Seller's liability for any and all severance, bonus, vacation, sick pay and incentive compensation, accrued compensation and accrued employee benefits; (iii) any liability of Seller for any accounts payable accrued at or prior to the Closing Date; or (iv) any obligations of Seller with respect to any federal, state or local income/sale taxes or other tax and which Purchaser is unaware of at the time of closing.

**1.3 Assumed Liabilities.** Purchaser and Seller hereby acknowledge and agree that upon closing, Purchaser would assume any remaining rights and obligations by and through the lease agreement for a "Konmin Copier" through "CTT Financial" under lease # 25127061 ("Copier Lease"), with a principal payoff balance, as of November 29, 2011, of \$41,774.25. Until the date of closing, Seller agrees that it shall honor all requirements under the terms of the Copier Lease, including but not limited to any installment payments that may become due and owing until such time as the transaction contemplated herein has closed. If, at the time of closing, it is determined that Seller is in violation of any of the terms of the Copier Lease, Purchaser, at Purchaser's sole discretion, may (i) void its obligation to assume any responsibilities or liabilities related to the Copier Lease, at which time the same shall remain the sole and separate obligation of the Seller, or (ii) assume the rights and responsibilities but off set (against the purchase price for the purchase of Seller's assets) any unpaid installments payments, costs or expenses that remain due and owing under the terms of the lease for any period prior to closing, or (iii) cancel this Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.


PURCHASER:

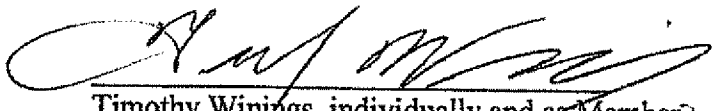
STRIDE TOOL INC.

  
By: G. William Northrup  
Title: CEO

SELLER:

AIRSERCO MANUFACTURING COMPANY, LLC

  
By: TIMOTHY WININGS  
Title: Managing Member

  
Timothy Winings, individually and as Member

Schedule "H"  
Intellectual Property

Trademarks – Airserco Registration number 1,294,042 valid thru September 11, 2014

Trade Names:

Airserco  
Thermal Engineering

Airserco products

Liqui-Vac  
Vak-Check  
Super Vac-Check II  
Hermeti-Check  
Quik-Start  
Charg-Check  
Vizi-Vapr  
Accu-Charge  
Air Gas System

Business Names

Airserco Manufacturing Company LLC

Phone/Fax Numbers

800-473-1754  
800-628-4297 discontinued  
866-300-0096 Fax discontinue  
440-946-2700  
440-946-2793  
440-946-2799  
440-946-7514  
888-946-2799  
440-946-8188 Fax

Domain Names

Airserco.com  
Thermalengineeringco.com  
Thermalengineeringcompany.com

IP Addresses

Logos



**T THERMAL T**  
**ENGINEERING COMPANY**

Assumed Names