

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
The Canandaigua National Bank and Trust Company, as secured creditor of Variant, Products, Ltd.		10/26/2012	National Banking Association: NEW YORK
RECEIVING PARTY DATA			
Name:	ENNOVEA, LLC		
Street Address:	2500 Pentagon Boulevard		
Internal Address:	Suite 400		
City:	Beavercreek		
State/Country:	OHIO		
Postal Code:	45431		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2568155	VITA CARRY	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(585) 231 1386		
Email:	bsalai@hselaw.com		
Correspondent Name:	Stephen B. Salai		
Address Line 1:	1600 Bausch and Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	86514.000003		
NAME OF SUBMITTER:	Stephen B. Salai		

CH \$40.00 2568155

Signature:	/stephen b. salai/
Date:	11/02/2012
Total Attachments: 11 source=10-26-12 Sale Agreement--executed#page1.tif source=10-26-12 Sale Agreement--executed#page2.tif source=10-26-12 Sale Agreement--executed#page3.tif source=10-26-12 Sale Agreement--executed#page4.tif source=10-26-12 Sale Agreement--executed#page5.tif source=10-26-12 Sale Agreement--executed#page6.tif source=10-26-12 Sale Agreement--executed#page7.tif source=10-26-12 Sale Agreement--executed#page8.tif source=10-26-12 Sale Agreement--executed#page9.tif source=10-26-12 Sale Agreement--executed#page10.tif source=10-26-12 Bill of Sale (executed)#page1.tif	

**AGREEMENT FOR SALE OF ASSETS
PURSUANT TO UNIFORM COMMERCIAL CODE SECTION 9-610**

THIS AGREEMENT is made on October 26th, 2012 between **THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY**, a national banking association with its principal banking offices at 72 South Main Street, Canandaigua, New York ("Bank"), and **ENNOVEA, LLC**, an Ohio limited liability company with an office and principal place of business at 2500 Pentagon Boulevard, Suite 400, Beavercreek, Ohio ("Buyer").

RECITALS:

A. Bank is the holder of a security interest in certain personal property of **VARIANT PRODUCTS, LTD** ("Debtor"), as more particularly described in a Security Agreements dated June 25, 2004. The personal property subject to Bank's security interest is hereafter referred to as the "Collateral." The Debtor is a New York corporation that is liable to the Bank for loans and extensions of credit (the "Obligations"). The Collateral is pledged to secure repayment of the Obligations of the Debtor to the Bank, together with interest, costs and expenses.

B. All of the Obligations are either in default or payable upon demand, notice of demand, default and acceleration have either been waived or given to the Debtor, and the Obligations are due and payable to Bank at this time.

C. Pursuant to Section 9-610 of the Uniform Commercial Code, Buyer seeks to purchase and Bank seeks to sell the right, title and interest of the Bank and the Debtor in the Collateral, including all of the following to which the Bank holds a security interest: (a) inventories; (b) equipment; (c) tangible assets; and (d) intangible assets (such as technology, trademarks, intellectual property rights, United States patents, licenses, customer lists and supplier contracts) (the "Assets").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth below:

Recitals. The foregoing Recital paragraphs are incorporated herein by reference.

1. PURCHASE AND SALE OF ASSETS

1.1 **Sale of Assets.** Pursuant to Section 9-610 of the Uniform Commercial Code, Bank agrees to convey all of its and the Debtor's right, title and interest in the Assets to the Buyer by private sale (the "Transaction") to be conducted October 26, 2012 (the "Closing Date"), unless otherwise agreed to by the parties hereto in writing.

1.2 **Purchase Price and Deposit.** The purchase price for the Assets shall be \$395,000.00 U.S. Dollars in immediately available funds (the "Purchase Price"). The Purchase

Price shall be paid on the Closing Date. The Purchase Price shall be payable by wire transfer to the Bank pursuant to wiring instructions to follow. Upon receipt of the Purchase Price the Bank will execute and deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit A. The parties hereby acknowledge that Dennis M. DeLeo ("DeLeo") has asserted a first priority security interest with respect to the Assets in the amount of \$20,200, an assertion which Debtor disputes. Accordingly, Bank agrees to hold \$20,200 of the aforementioned purchase price in escrow, to be held separately by Bank until either (i) DeLeo delivers a written release of all of his claims against such funds or a court of competent jurisdiction so orders, in which case Bank shall retain such funds and shall credit them against Debtor's obligations to Bank; (ii) Debtor consents in writing to the delivery of some or all of such funds to DeLeo, in which case the funds shall be so delivered; or (iii) Bank receives other written disbursement instructions signed by both DeLeo and Debtor or issued by a court of competent jurisdiction, in which case the funds shall be disbursed as so instructed or ordered; provided, however, that if none of the foregoing occurs within 90 days of the date of this Agreement, such funds shall be disbursed to DeLeo in full payment of his asserted claim upon documentation reasonably acceptable to Buyer.

1.3 Sale "as is." Bank shall convey the Assets without representation or warranty pursuant to a Bill of Sale prepared by Bank. Buyer acknowledges that it has inspected the Assets and is not relying on Bank with respect to the condition, merchantability or fitness of the Assets for the purposes intended. Bank shall convey the Assets to Buyer "as is, where is," subject to all faults and defects. Buyer shall be solely responsible for access to the Assets and removal of the Assets, if necessary. Bank's only obligation shall be to convey the Debtor's right, title and interest in the Assets, free and clear of any liens or encumbrances, upon payment of the purchase price. Buyer acknowledges that it is purchasing the Assets on an "as is, where is" basis, as inspected by Buyer, and that no warranty is being given by Bank as to the condition, quality, merchantability or fitness for purpose of the Assets. Buyer acknowledges that it is acquiring the Assets on a strictly "as is, where is" basis as they shall exist on the Closing Date. Buyer further acknowledges that it has entered into this Agreement on the basis that Buyer has conducted such inspections of the condition of the Assets as it deemed appropriate and has satisfied itself in this regard. No representation, warranty or condition is expressed or can be implied as to description, fitness for purpose, merchantability, condition (environmental or otherwise), quantity, quality, defect (latent or patent), existence, location, value, the validity or enforceability of any rights (including intellectual property rights), any requirements for licenses, permits, approvals, consents for transfers, ownership, occupation or use, compliance with any laws, regulations, by-laws, and orders, or in respect of any other matter or thing whatsoever concerning the Assets. Save only as provided in this Agreement, Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights or claims Buyer might have against Bank pursuant to any warranty, express or implied, of any kind or type relating to the Assets.

1.4 Liabilities and Obligations Not Assumed. Except as expressly set forth herein. Buyer shall not assume or become obligated in any way to pay any of the Debtor's liabilities or obligations owed the Bank. These excluded liabilities include any liabilities or obligations now or hereafter arising from Debtor's business activities that took place prior to the Closing Date or any liabilities arising out of or connected to the liquidation and winding down of Debtor's business.

1.5 **Buyer's Guaranty.** On October 11, 2012, Buyer executed a Limited Guaranty of Payment (the "Guaranty"), whereby the Buyer guaranteed to Bank full and prompt payment of all debts due and owing the Bank from the Debtor, with a maximum aggregate obligation of \$45,000.00. Upon receipt of the Purchase Price, the Bank shall execute and deliver to the Buyer a Release of Guaranty, in the form attached hereto as Exhibit B, thereby fully releasing the Buyer of its obligations under the Guaranty.

1.6 **Books and Records.** Buyer shall comply with all applicable federal, state, and local laws and regulations with respect to the books and records of the Debtor delivered to the Buyer pursuant to this Agreement and any and all confidential employee and customer information.

2. POSSESSION, DELIVERY AND REMOVAL OF ASSETS

2.1 **Delivery of the Assets:** Bank agrees that the Assets shall be surrendered to the immediate possession of Buyer following the Closing Date. Buyer shall be permitted to inspect the Assets immediately prior to the completion of the Transaction to verify that the Assets are in the condition, location, quality and quantity as the same existed immediately prior to the Closing Date.

2.2 **Access to and Use of Debtors' Premises and Equipment:** Buyer has made independent arrangements for access to and use of Debtor's premises and equipment. In addition, Debtor's landlord has executed a Site Access and Operating Agreement, whereby it has allowed Buyer, its agents, employees, contractors and consultants on to the Premises for any purpose reasonably related to the sale of the Assets

2.3 **Insurance and Risk:** All risk of loss associated with the Assets shall be borne by Buyer from and after the Closing Date. Bank shall not be required to insure the Assets or any part thereof at any time after the Closing Date.

2.4 **No Assumption of Liabilities:** Buyer is not hereby assuming any of Debtor's liabilities, whether to Bank or to any other party whatsoever, including but not limited to taxes, employee obligations, trade debts, unsecured loans, suits, arbitrations, claims, demands, or product liabilities, whether known or unknown, asserted or unasserted, or otherwise.

3. REPRESENTATIONS & WARRANTIES

3.1 **Bank's Representations and Warranties:** Bank represents and warrants to Buyer as follows and acknowledges that Buyer is relying on such representations and warranties in entering into this Agreement:

- (a) the recitals to this Agreement are true and correct;

- (b) the Bank: (i) is a duly organized, validly existing national banking association; and (ii) has all requisite power and authority to execute, deliver, and perform the transactions contemplated hereby;
- (c) the execution, delivery, and performance by Bank of this Agreement and the consummation of the transaction contemplated hereby are within the power of Bank and have been duly authorized by all necessary actions on the part of the Bank. The execution of this Agreement by Bank constitutes, or will constitute, a legal valid and binding obligation of Bank, enforceable against Bank in accordance with its terms;
- (d) Bank has not done any act to sell or encumber the Assets, in whole or in part;
- (e) except for Buyer, no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such, for the purchase from Bank of any of the Assets; and
- (f) the sale of the Assets hereunder has been properly effected under NYUCC Section 9-610, including without limitation the sending of at least ten days prior notice of the sale (with all information required by NYUCC Section 9-613) to all persons entitled to such notice under NYUCC Section 9-611, and Buyer will therefore receive free, clear and unencumbered title to the Assets with all rights and warranties with respect thereto as are contemplated by NYUCC Section 9-610.

3.2 Buyer's Representations and Warranties: Buyer represents and warrants to Bank as follows and acknowledges that the Bank is relying on such representations and warranties in entering into this Agreement:

- (a) the recitals to this Agreement are true and correct;
- (b) the Buyer: (i) is a duly organized, validly existing, and in good standing under the laws of the State of Ohio; and (ii) has all requisite power and authority to execute, deliver, and perform the transactions contemplated hereby;
- (c) the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transaction contemplated hereby are within the power of Buyer and have been duly authorized by all necessary actions on the part of the Buyer. The execution of this Agreement by Buyer constitutes, or will constitute, a legal valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms;

3.3 Survival of Representations, Warranties, Obligations and Covenants:

- (a) The representations and warranties of Bank and Buyer set forth herein shall survive the completion of the Transaction.
- (b) The obligations and covenants of the Bank and Buyer set forth herein shall survive the completion of the Transaction and shall continue in full force and effect in accordance with the terms thereof.

4. CONDITIONS

4.1 The obligations and covenants of Bank set forth herein are subject to the following conditions to be performed or complied with on or prior to the Closing Date:

- (a) the representations and warranties of Buyer set forth herein shall be true and correct on the Closing Date with the same force and effect as if made at and as of such time;
- (b) Buyer shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by Buyer on or prior to the Closing Date;
- (c) Debtor's Landlord shall have executed and fully honored a Site Access and Operating Agreement with regard to the Assets;
- (d) Debtor shall have executed and fully honored a Peaceful Possession Agreement with regard to the Assets;
- (e) As of the Closing Date, the sale of the Assets by Bank or any other transaction contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including the automatic stay under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Debtor;
- (f) The Bank, in response to its Notice of Sale under N.Y.U.C.C. §9-610 received no qualified bids from a third-party to the Assets that were higher and better than the present terms of the Agreement and Purchase Price; and
- (g) Buyer shall have paid and delivered the Purchase Price.

4.2 In case any condition set forth in Section 4.1 of this Agreement shall not have been performed or complied with on or prior to the Closing Date, Bank may, without limiting any other right that Bank may have, at its sole option, either:

- (a) rescind this Agreement by notice to the Buyer, and in such event the Bank shall be released from all obligations hereunder; or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part.

4.3 If Buyer satisfies all of its obligations hereunder and all of the conditions set forth in Section 4.1 of this Agreement have been satisfied and Bank rescinds this Agreement, then Bank shall be liable to Buyer for any losses, damages or expenses incurred by Buyer as a result of such breach.

4.4 The obligations and covenants of Buyer set forth herein are subject to the following conditions to be performed or complied with on or prior to the Closing Date:

- (a) the Assets shall be in the same condition, location, quality and quantity on the Closing Date as the same existed on the Inspection Date;
- (b) the representations and warranties of Bank set forth herein shall be true and correct on the Closing Date with the same force and effect as if made at and as of such time;
- (c) Bank shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by Bank on or prior to the Closing Date;
- (d) on the Closing Date and following the Bank's receipt of the Purchase Price, Bank shall deliver to the Buyer a duly executed bill of sale conveying the Assets to Buyer; and
- (e) on the Closing Date and following the Bank's receipt of the Purchase Price, Bank shall deliver to the Buyer a duly executed Guaranty Release.

4.5 In case any condition set forth in Section 4.4 of this Agreement shall not have been performed or complied with on or prior to the Closing Date, Buyer may, without limiting any other right that Buyer may have, at its sole option, either:

- (a) rescind this Agreement by notice to the Bank, and in such event Buyer shall be released from all obligations hereunder; or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part.

4.6 If Bank satisfies all of its obligations hereunder and all of the conditions set forth in Section 4.4 of this Agreement have been satisfied and Buyer rescinds this Agreement, then Buyer shall be liable to Bank for any losses, damages or expenses incurred by Bank as a result of such breach.

5. COVENANTS

5.1 Buyer shall ensure that the representations and warranties of Buyer set out herein are true and correct as of the Closing Date and that the conditions of closing set out over which Buyer has reasonable control have been performed or complied with by the Closing Date.

5.2 Bank shall ensure that the representations and warranties of Bank set out herein are true and correct as of the Closing Date and that the conditions of closing set out over which Bank has reasonable control have been performed or complied with by the Closing Date.

6. GENERAL

6.1 **Further Assurances:** From time to time, Bank and Buyer shall each execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.2 **Time of the Essence:** Time shall be of the essence with respect to this Agreement.

6.3 **Benefit of the Agreement:** This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

6.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

6.5 **Amendments and Waiver:** No modification or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

6.6 **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party.

6.7. Expenses: Except as provided for herein, Buyer and Bank shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

6.8 Notices: Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Bank:

**THE CANANDAIGUA NATIONAL
BANK AND TRUST COMPANY**
72 South Main Street
Canandaigua, New York 14424
Attention: Mr. Robert L. Lowenthal, Senior Vice President

with a copy to:

Boylan Code LLP
145 Culver Road, Suite 100
Rochester, NY 14620
Attention: C. Bruce Lawrence

To the Buyer:

eNNOVEA, LLC
2500 Pentagon Boulevard, Suite 400
Beavercreek, Ohio 45431
Attention: Larry Jutte, President/COO

with a copy to:

Dinsmore & Shohl
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202
Attention: Charles F. Hertlein, Jr.

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the 4th business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if

given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

6.9 Counterparts: This Agreement may be executed in several counterparts and all counterparts when taken together shall comprise one and the same instrument, and facsimile copies of signatures shall be treated as originals for all purposes.

6.10 Execution by Facsimile: The delivery by either party of a signed copy of this Agreement by facsimile shall constitute acceptance of this agreement by the party, but each party shall thereafter deliver to the other an original executed copy of the Agreement.


6.11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.12. Confidentiality: Buyer and Bank shall keep confidential all information and documents which may have been or may hereafter be exchanged between them or their representatives or may have been retained by Buyer or Bank, except for such information and documents as are available to the public or required to be disclosed by applicable law or court order.

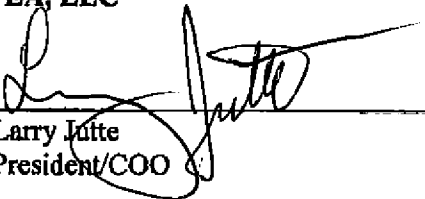


IN WITNESS WHEREOF, the parties have executed and unconditionally delivered this Agreement as of the date first above written.

**THE CANANDAIGUA NATIONAL
BANK AND TRUST COMPANY**

By: 
Name: Robert L. Lowenthal
Title: Senior Vice President

eNNOVEA, LLC

By: 
Name: Larry Jutte
Title: President/COO

BILL OF SALE

In consideration of the mutual promises contained in that certain AGREEMENT FOR SALE OF ASSETS PURSUANT TO UNIFORM COMMERCIAL CODE SECTION 9-610 dated October 26, 2012 (the "Sale Agreement") by and between THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY, a national banking association with its principal banking offices at 72 South Main Street, Canandaigua, New York ("Seller"), and ENNOVEA, LLC, an Ohio limited liability company with an office and principal place of business at 2500 Pentagon Boulevard, Suite 400, Beavercreek, Ohio ("Buyer"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby absolutely, unconditionally, and irrevocably sell, assign, transfer, and convey unto the Buyer forever all right, title, and interest, legal and equitable, of the Seller and of the Debtor in and to the Assets (as defined in the Sale Agreement). All capitalized terms used but not defined herein have the meanings ascribed to them in the Sale Agreement.

Seller hereby represents and warrants that: Seller has the right, power and authority to sell and to convey its and the Debtor's right, title and interest in and to the Assets to the Buyer in the manner and on the terms contemplated hereby.

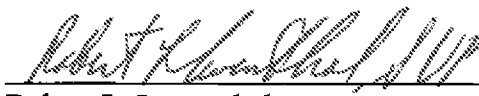
Seller hereby further covenants that, from time to time from and after the date hereof, at the reasonable request of Buyer, that it will execute, acknowledge, deliver, or perform, or will cause to be executed, acknowledged, delivered, or performed all and every such further acts, assignments, or assurances as may be reasonably required for assigning, conveying, transferring, confirming, or vesting, as applicable, unto Buyer the Assets conveyed hereunder.

This Instrument is subject to all of the terms and conditions set forth in the Sale Agreement, including, but not limited to, terms relating to the survival of, and indemnification with respect to, the representations, warranties, and covenants of Seller and Buyer. Nothing in this Instrument shall expand or limit the indemnification obligations of Seller or Buyer contained in the Sale Agreement.

IN WITNESS WHEREOF, the Seller has executed and delivered this Bill of Sale and Assignment effective as of October 26, 2012.

SELLER:

THE CANANDAIGUA NATIONAL
BANK AND TRUST COMPANY

By: 
Name: Robert L. Lowenthal
Title: Senior Vice President