

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
Pacific Press Technologies LLC		04/26/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	PPT Industrial Machines Inc.		
Street Address:	801 ADLAI STEVENSON DRIVE		
City:	SPRINGFIELD		
State/Country:	ILLINOIS		
Postal Code:	62703		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1046687	PRESSFORMER	
Registration Number:	1525241	HTC	
Registration Number:	1589739	PACIFIC	
Registration Number:	1830163	FABRI-COMP	
Registration Number:	2455620	FABRI-K	
Registration Number:	2419819	JENESIS I	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512.474.5201		
Email:	aotrademark@fulbright.com, kpfertner@fulbright.com		
Correspondent Name:	Richard J. Groos		
Address Line 1:	98 San Jacinto Blvd., Suite 1100		
Address Line 4:	Austin, TEXAS 78701		

OP \$165.00 1046687

ATTORNEY DOCKET NUMBER:	PAII:027/10007401
NAME OF SUBMITTER:	Richard J. Groos
Signature:	/Richard J. Groos/
Date:	05/22/2013
Total Attachments: 9 source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page1.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page2.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page3.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page4.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page5.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page6.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page7.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page8.tif source=Pacific Press Technologies LLC to PPT Industrial Machines Inc#page9.tif	

ASSET PURCHASE AGREEMENT

dated as of April 26, 2013

between

PPT Industrial Machines Inc.

Pacific Press Technologies LLC

and

Capital Equipment Group Inc.

EASTS4653942.17

TRADEMARK
REEL: 005032 FRAME: 0799

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated effective as of April 26, 2013 (the "Effective Date") between PPT Industrial Machines Inc., an Illinois corporation ("Buyer"), Pacific Press Technologies LLC, a Minnesota limited liability corporation ("Seller"), and Capital Equipment Group Inc. (the "Parent").

WHEREAS, Seller is engaged in the business of manufacturing, selling and servicing (including, without limitation, by supplying aftermarket/replacement parts) press brakes, hydraulic presses and shears (the "Business"); and

WHEREAS, the parties desire that Seller sell, assign, transfer, convey and deliver to Buyer, and that Buyer purchase and acquire from Seller, all of the right, title and interest of Seller in and to the Purchased Assets (as hereinafter defined), and that Buyer assume the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations and warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Article I or in the applicable Section of this Agreement to which reference is made in this Article I.

"Accounts Receivable" means (a) any trade accounts receivable and other rights to payment from customers of Seller and (b) any other account, note receivable or negotiable instruments of Seller, billed and unbilled, together with, in each case, the full benefit of any security interest of Seller therein.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Affiliated Group" means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group under state, local or foreign tax law) of which Seller or any of its Affiliates is or has been a member.

"Ancillary Agreements" means the Note, the Subordination Agreement, the Bill of Sale, Assignment and Assumption Agreement, the Trademark Assignments, the Copyright Assignments, the Domain Name Assignments, the Lease, the Lease Assignment, the Guaranty, the Indemnification Agreement and the other agreements, instruments and documents delivered at the Closing.

Undisclosed Contract	2.6(c)
Work Product Agreements	4.14(f)
Year-End Financial Statements	4.4(a)

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers, to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of Liens except for Permitted Liens, the entire right, title and interest of Seller in, to and under all of the assets, properties and rights of every kind and description, real, personal and mixed, tangible and intangible, wherever situated, that are Related to the Business other than the Excluded Assets (the "Purchased Assets"). The Purchased Assets include, without limitation, the following assets, properties and rights:

- (a) all Computer Hardware and Equipment, including, without limitation, the assets listed on Schedule 2.1(a);
- (b) all Inventory, including, without limitation, the Inventory listed on Schedule 2.1(b);
- (c) all Owned Intellectual Property, including, without limitation, the Know-How, Marks and Domain Names listed on Schedule 2.1(c);
- (d) all rights under Contracts Related to the Business (collectively, the "Assigned Contracts");
- (e) all Accounts Receivable, including, without limitation, Accounts Receivable listed on Schedule 2.1(e);
- (f) all products and services Related to the Business currently or formerly developed or sold or which are currently under development and all rights related thereto;
- (g) all Business Authorizations;
- (h) all Books and Records;
- (i) all claims, causes of action, chooses in action, rights of recovery and rights under all warranties, representations, indemnities and guarantees made to Seller arising from or relating to the other Purchased Assets or the Assumed Liabilities;
- (j) all insurance benefits, including rights and proceeds, arising from or relating to claims effected under Seller's insurance policies prior to the Closing and attributable to the Purchased Assets or the Assumed Liabilities;

(iii) to the Seller's Knowledge, the buildings, plants, improvements, structures, fixtures, machinery, equipment, computers and other tangible personal property owned, leased or used by Seller, including, without limitation, heating, ventilation and air conditioning systems, have been properly maintained, are in good operating condition (subject to ordinary wear and tear and the provision of usual and customary maintenance) and repair and are substantially fit for the purposes for which they are being utilized, are zoned for the Business (without being a legal nonconforming use or pursuant to zoning variances or other similar laws);

(iv) all facilities of Seller located thereon are supplied with utilities and other services necessary for the operation of such facilities by Seller, all of which services are adequate to conduct that portion of the Business conducted to each of such facilities; and

(v) to the Seller's Knowledge, there is no threatened special assessment.

4.14 Intellectual Property.

(a) As used in this Agreement, "Intellectual Property" means: all (i) patents (including utility and design patents), patent applications, Patent Cooperation Treaty filings, patent disclosures and all related extensions, continuations, continuations-in-part, divisions, reissues, and reexaminations, utility models, certificates of invention and design patents, and all extensions thereto ("Patents"), (ii) trademarks, service marks, trade dress, brand names, certification marks, logos, slogans, rights in designs, industrial designs, corporate names, trade names, business names, geographic indications and other designations of source, origin, sponsorship, endorsement or certification, together with the goodwill associated with any of the foregoing, in each case whether registered or unregistered, and all applications and registrations therefor ("Marks"), (iii) domain names, URLs and any other addresses for use on the Internet or any other computer network or communication system, (iv) copyrights and registrations and applications therefor, together with all renewals, extensions, translations, adaptations, derivations and combinations therefor, works of authorship, publications, documentation, website content, rights in fonts and typefaces, and database rights ("Copyrights"), (v) rights of publicity, rights of privacy, royal warrants and moral rights, (vi) know-how, trade secrets, confidential and proprietary information, concepts, ideas, knowledge, rights in research and development, financial, marketing, technical and business data, pricing and cost information, plans (including business and marketing plans), algorithms, formulae, inventions, processes, techniques, designs, drawings (including engineering and auto-cad drawings), specifications, databases, blue prints, and customer and supplier lists and information, in each case whether or not known to the public, whether patentable or not and whether or not reduced to practice ("Know-How"), (vii) other intellectual property or similar corresponding or equivalent right to any of the foregoing or other proprietary or Contract rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions) and (xiii) copies and tangible embodiments thereof.

(b) Section 4.14(b)(i) of the Seller Disclosure Schedule contains a complete and accurate list of all Registered Intellectual Property (including the owner; inventor (if applicable); application, registration, Patent or other identifying number under which such right is identified; application or registration/issue date, and jurisdiction); and all Owned Intellectual

Property that is otherwise material to the operation of the Business. For purposes of the foregoing, material Know-How need only be generally described. Seller exclusively owns all right, title, and interest in and to the Owned Intellectual Property, free and clear of all Liens except for Permitted Liens.

(c) Section 4.14(c) of the Seller Disclosure Schedule identifies all Licensed Intellectual Property and the applicable In-Bound Licenses (other than "shrink-wrap" and similar commercially available end-user licenses, each of which has incurred license fees of less than \$1,000 per license), and identifies on such list, whether such license is exclusive or non-exclusive, and whether any such Licensed Intellectual Property is incorporated into any products of Seller. Seller is in material compliance with all In-Bound Licenses. The Seller has all "shrink-wrap" licenses and similar commercially available end-user licenses as necessary for the operation of the Business as currently conducted. The Owned Intellectual Property, together with the Licensed Intellectual Property, shall be referred to hereinafter as the "Seller Intellectual Property". The Owned Intellectual Property, together with the Licensed Intellectual Property that is subject to In-Bound Licenses and the Software subject to the Software License Agreement constitute all of the Intellectual Property used in or necessary for the operation of the Business as it is currently conducted. The Seller Intellectual Property owned or used by Seller immediately prior to the Closing will be owned or available for use by Buyer on identical terms and conditions immediately after Closing.

(d) Section 4.14(d) of the Seller Disclosure Schedule lists all Out-Bound Licenses (including on such list, whether such license is exclusive or non-exclusive).

(e) No aspect of the Owned Intellectual Property or the operation of the Business as currently conducted or as proposed to be conducted, infringes, misappropriates or otherwise violates the Intellectual Property of any Person, and none of Seller, the Parent nor the Business has (i) received any communication, or (ii) been served in any proceeding alleging that any Seller Intellectual Property or the operation of the Business has or is violating, infringing, misappropriating or otherwise using without permission, any Intellectual Property of a third party. No claim, suit, or other action has been instituted or, or to the Knowledge of the Seller, threatened relating to any Seller Intellectual Property and none of the Owned Intellectual Property is subject to any outstanding Order. There are no obligations on the part of the Seller to indemnify or defend any Person in connection with any claim, suit or other action related to any Owned Intellectual Property. There are no restrictions on the direct or indirect transfer of any of the Seller Intellectual Property. To the Knowledge of Seller, no third party has violated, infringed or misappropriated any Seller Intellectual Property. There are no claims pending, nor to Seller's Knowledge, threatened, that challenge the validity or enforceability of any Seller Intellectual Property and, to Seller's Knowledge, no basis for any such claim exists.

(f) Section 4.14(f) of the Seller Disclosure Schedule lists all contracts between Seller and any of its employees or consultants relating to Intellectual Property ("Work Product Agreements"). True and complete copies of the Work Product Agreements have been provided to Buyer. No current or former employee, consultant or contractor or any other Person has any right, claim or interest to any of the Seller Intellectual Property.

(g) The execution and delivery of this Agreement by Seller does not, and the consummation of the transactions contemplated hereby (in each case, with or without the giving of notice or lapse of time, or both), will not, directly or indirectly, result in the loss or impairment of, or give rise to any right of any third party to terminate or reprice or otherwise renegotiate Seller's right to own any of its Intellectual Property or its rights in, to, or under any In-Bound License or Out-Bound License, nor to Seller's Knowledge require the consent of any Governmental Entity or other third party in respect of any such Intellectual Property.

4.15 Absence of Certain Changes or Events. Since January 1, 2013 to the Closing Date:

(a) There has not been any material adverse change in the condition (financial or otherwise), operations, assets, or results of operations of the Business or Seller;

(b) Seller has not sold, leased, transferred or assigned any material property or assets Related to the Business, except for (i) the grant of non-exclusive Out-Bound Licenses, (ii) sale of Inventory and (iii) the sale of obsolete Equipment, in each case in the ordinary course of the Business consistent with past practice;

(c) Seller has not incurred, assumed or guaranteed any Indebtedness;

(d) Seller has not mortgaged, pledged or subjected to Liens any assets, properties or rights Related to the Business, except for Permitted Liens;

(e) Seller has not taken any action outside the ordinary course of the Business;

(f) there has not been any violation of, or conflict with, any applicable Law or any Business Authorization; and

(g) there has not been any material damage, destruction or loss with respect to the assets, properties and rights of the Business, whether or not covered by insurance.

4.16 Contracts.

(a) Seller is not a party to, or bound by, in each case Related to the Business:

(i) any Contract or series of related Contracts for the purchase of materials, supplies, goods, services, equipment or other assets that (A) involves a specified annual minimum dollar purchase amount of \$25,000 or more or (B) cannot be terminated without further obligation by Seller;

(ii) any Contract or series of related Contracts for the sale by Seller of (A) goods, services, equipment or other assets, that involves a specified annual minimum dollar sales amount of \$50,000.00 or more, or (B) pursuant to which Seller received payments of more than \$100,000.00 in the year ended December 31, 2012;

(iii) any Contract that requires Seller to provide parts or services pursuant to a warranty;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

PPT INDUSTRIAL MACHINES INC.

By: Richard Drexler
Name: Richard Drexler
Title: CEO

PACIFIC PRESS TECHNOLOGIES LLC

By: _____
Name: Kay McCandless
Title: Chief Financial Officer

CAPITAL EQUIPMENT GROUP INC.

By: _____
Name: Kay McCandless
Title: Chief Financial Officer

Signature Page to the Asset Purchase Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

PPT INDUSTRIAL MACHINES INC.

By: _____
Name:
Title:

PACIFIC PRESS TECHNOLOGIES LLC

By: Kay McCandless
Name: Kay McCandless
Title: Chief Financial Officer

CAPITAL EQUIPMENT GROUP INC.

By: Kay McCandless
Name: Kay McCandless
Title: Chief Financial Officer

Signature Page to Asset Purchase Agreement

Schedule 4.14

Intellectual Property

(b)(i) Appearing below is a list of all Intellectual Property that is subject to registrations, applications for registration, or other filings with or issuances by any Governmental Entity that is owned or licensed by Seller.

PACIFIC PRESS TECHNOLOGIES LLC
Internet Domain Names and Trademarks/Registrations

Internet Domain Names:

1. www.pacific-press.com
2. www.Die-Align.Info
3. www.-Fabri-Former.Info
4. www.Pressformer.Info

<u>Trademarks:</u>				
TITLE	REGISTRATION NO.	DOCKET NO.	STATUS	COUNTRY
Pacific	1,589,739	AO-PAII:043	Registered	USA
Pacific	TMA139,672	AO-PAII:024-CA	Registered	Canada
Pressformer	1,046,687	AO-PAII:027	Registered	USA
Fabri-Comp	1,830,163	AO-PAII:053	Registered	USA
Fabri-K	2,455,620	AO-PAII:057	Registered	USA
Jenesis	2,419,819	AO-PAII:058	Registered	USA
HTC	1,525,241	AO-PAII:037	Registered	USA

(c) Appearing below is a list of all Licensed Intellectual Property and the Applicable In-Bound Licenses.

None.

(d) Identified below are all Out-Bound Licenses.

None.

(f) Appearing below is a list of all contracts between Seller and any of Seller's employees or consultants relating to Intellectual Property.

Consulting Agreement, dated November 28, 2012, by and between Seller and Three I Engineering, Inc.