

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
Radix Wire Company , LLC , The	FORMERLY Radix Wire Company (Ohio Corporation)	03/01/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Wire Holdings LLC c/o Hunter Valley Company LLC
Street Address:	3201 Enterprise Parkway, Suite 220
City:	Beachwood
State/Country:	OHIO
Postal Code:	44122
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4299356	SILAVOLT

CORRESPONDENCE DATA

Fax Number: 2165837087
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2165837086
 Email: ecaja@ulmer.com
 Correspondent Name: Edward F. Caja
 Address Line 1: 1660 West 2nd Street, Suite 1100
 Address Line 4: Cleveland, OHIO 44113

ATTORNEY DOCKET NUMBER:	39035-0001
NAME OF SUBMITTER:	Edward F. Caja
Signature:	/Edward F. Caja/

OP \$40.00 4299356

Date:

07/12/2013

Total Attachments: 9

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

source=Assignment#page8.tif

source=Assignment#page9.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 1, 2013, by and among Wire Holdings LLC, an Ohio limited liability company ("Buyer"), Radix Enterprises Holdings, LLC, an Ohio limited liability company ("Enterprises Holdings"), Electroventions Holdings, LLC, an Ohio limited liability company ("Electroventions Holdings" and, collectively with Enterprises Holdings, the "Companies" and individually a "Company"), Radix Enterprises, LLC, an Ohio limited liability company ("Radix Enterprises"), The Radix Wire Company, LLC, an Ohio limited liability company ("Radix Wire"), Electroventions, LLC, an Ohio limited liability company ("Electroventions"), and The R. Charles VerMerris Family Trust UTA dated December 19, 2005, an Ohio trust (the "Trust"). "Sellers" means the Companies and the Trust. Article 9 contains definitions of certain capitalized terms used and not otherwise defined herein.

RECITALS

A. The Trust owns all of the issued and outstanding membership interests of the Companies.

B. Electroventions Holdings owns all of the issued and outstanding equity interests of Electroventions. Enterprises Holdings owns all of the issued and outstanding equity interests of Radix Wire and Radix Enterprises. Radix Enterprises, Radix Wire and Electroventions are individually referred to herein as an "Operating Company" and collectively as the "Operating Companies."

C. The Operating Companies are generally engaged in the business of manufacturing and supplying UL, CSA and factory rated high temperature and high performance insulated electrical wires and cables (such business, along with the other business activities of the Operating Companies, collectively being the "Business").

D. Each Party desires that (i) the Operating Companies sell, convey, transfer and assign, and Buyer purchase, certain assets of the Operating Companies, which are owned by the Operating Companies and used in the Business and (ii) that Buyer assume certain liabilities of the Operating Companies, upon and subject to the terms herein.

AGREEMENT

In consideration of the foregoing and the representations, warranties, covenants and agreements in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, each Party hereby agrees as follows:

ARTICLE 1

PURCHASE OF ACQUIRED ASSETS AND RELATED TERMS

1.1 Certain Definitions Relating to Transactions. For purposes of this Agreement, the following definitions shall apply:

(a) Acquired Assets Defined. “Acquired Assets” means all assets, properties, rights, claims, business operations, franchises and privileges owned or leased by any Operating Company with respect to the Business of every kind and nature whatsoever (tangible, intangible or mixed) and wherever located, except that Acquired Assets does not mean any Excluded Asset. Without limiting the generality of the foregoing, the Acquired Assets include the following:

- (i) all goodwill related to the Business;
- (ii) all merchandise, supplies (including office supplies and advertising and promotional materials), raw materials, work-in-process and other inventory related to the Business;
- (iii) all accounts receivable (including any notes receivable) related to the Business (collectively, “Accounts Receivable”);
- (iv) subject to Section 5.4 (and, for the avoidance of doubt, other than any Excluded Contract), all Contracts related to the Business, including each Contract listed in Schedule 1.1(a)(iv) (each Contract listed in Schedule 1.1(a)(iv), and only such a listed Contract, is an “Assumed Contract”);
- (v) all furniture, fixtures and equipment related to the Business, including computer and telecommunications hardware and software and information technology systems;
- (vi) all leasehold improvements and other similar assets at or related to the Assumed Facilities;
- (vii) all Intellectual Property related to the Business, including each Operating Company’s name and domain names;
- (viii) to the extent transferable under Applicable Law and/or the terms of any Assumed Contract (if applicable), all rights of each Operating Company under any representation, warranty or guarantee by any third party related to the Business (including any manufacturer, supplier or other transferor of any Acquired Asset or any product or service that any Operating Company received and including all related rights under any insurance policy or coverage of or regarding any such third party);
- (ix) all customer, supplier and service provider lists and similar information related to the Business, all other contact information, mailing lists and similar files related to the Business and all other books, reports, databases, information and other Records related to the Business (for the avoidance of doubt, other than the Excluded Records);

(iii) for Taxes of any Seller or any Operating Company with respect to the Business or otherwise (except for any accrued Taxes taken into account in the determination of Net Working Capital under Section 2.4);

(iv) of any Seller, any Operating Company or the Business for Taxes arising in connection with the consummation of the transactions contemplated by this Agreement;

(v) of any Seller, any Operating Company or the Business for the unpaid Taxes of any other Person, as a transferee or successor, by contract or otherwise;

(vi) of any Seller, any Operating Company or the Business to indemnify any person by reason of the fact that such person was a director, officer, manager, employee or agent of any Seller, any Operating Company or the Business or was serving at the request of any Seller, any Operating Company or the Business as a partner, trustee, director, officer, manager, employee or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise);

(vii) arising under Environmental Laws or relating to the release of any Hazardous Substance arising or accruing on or before the Closing Date (but excluding any Liabilities relating thereto resulting from Buyer's or any Buyer Affiliates' actions taken after the Closing Date resulting in exacerbation of any such condition arising or accruing prior to the Closing Date, but solely to the extent of such exacerbation);

(viii) of any Seller, any Operating Company or the Business for any Asbestos Claim;

(ix) of any Seller or any Operating Company under this Agreement;

(x) arising under any of the (A) Employee Plans that are not Assumed Employee Plans and (B) Assumed Employee Plans, to the extent such Liability arose prior to the Accounting Date, in each case including, without limitation, any retiree medical coverage or healthcare continuation coverage and any liability related to any multiemployer plan;

(xi) for expenses of any Seller or any Operating Company related to the transactions contemplated by this Agreement, including any payments under any employment or retention agreements, except as set forth on Schedule 1.1(d)(xi); and

(xii) of any Seller, any Operating Company or the Business not expressly included among the Assumed Liabilities.

1.2 Sale and Purchase of Acquired Assets. Under and subject to the terms of this Agreement, each of the Operating Companies hereby sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases from the Operating Companies, all of the Operating Companies' right, title and interest in and to each Acquired Asset.

“Initial Purchase Price” is defined in Section 2.1.

“Insurance Policy” is defined in Section 3.14(a).

“Intellectual Property” means, in any jurisdiction in the world, any: (a) invention (whether patentable or unpatentable and whether or not reduced to practice) or improvement thereto, patent, patent application or patent disclosure, together with any reissuance, continuation, continuation-in-part, revision, extension or reexamination thereof; (b) trademark, service mark, trade dress, logo, slogan, trade name, entity name, internet domain name or right in any telephone number, together with any translation, adaptation, derivation or combination thereof (and including any goodwill associated therewith); (c) copyrightable work or copyright; (d) mask work; (e) trade secret or confidential business information (including any idea, research or development, know-how, formula, composition, manufacturing or production process or technique, technical data, design, drawing, specification, customer or supplier list, pricing or cost information or business or marketing plan or proposal); (f) computer software (including source code, executable code, data, database or related documentation); (g) advertising or promotional material; (h) other proprietary right or other intangible asset; (i) copy or tangible embodiment of any of the foregoing (in whatever form or medium); or (j) application, registration or renewal regarding any of the foregoing.

“Interim Balance Sheet” is defined in Section 3.4(a)(ii).

“Interim Balance Sheet Date” is defined in Section 3.4(a)(ii).

“Interim Financial Statements” is defined in Section 3.4(a)(ii).

“IRS” means the United States’ Internal Revenue Service.

“Knowledge” means, (a) with respect to an individual, the actual knowledge of such individual and what such individual should have known after a reasonable investigation; and (b) with respect to a Person other than an individual, the actual knowledge of Mary Lou VerMerris, James Schaefer, Margaret Eckhardt, Pam Kochman, David Leonard, and Anthony Pallotta.

“Leased Real Property” is defined in Section 3.11(a).

“Liability” means any liability or obligation of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

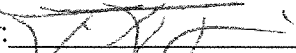
“License Agreement” is defined in Section 5.8.

“Loss” means any claim, demand, loss, fine, interest, penalty, assessment, cost or expense (including reasonable attorneys’ fees or expenses), damage or any other Liability.

“Major Contract” is defined in Section 3.8(a).

IN WITNESS WHEREOF, each Party has executed this Asset Purchase Agreement effective as of the date first written above.

WIRE HOLDINGS LLC

By: 
Name: Joseph J. Scaravilli
Title: President

RADIX ENTERPRISES HOLDINGS, LLC

By: _____
Name: MaryLou VerMerris
Title: Chairman

ELECTROVATIONS HOLDINGS, LLC

By: _____
Name: MaryLou VerMerris
Title: Chairman

RADIX ENTERPRISES, LLC

By: _____
Name: MaryLou VerMerris
Title: Chairman

THE RADIX WIRE COMPANY, LLC

By: _____
Name: MaryLou VerMerris
Title: Chairman

ELECTROVATIONS, LLC

By: _____
Name: MaryLou VerMerris
Title: Chairman

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each Party has executed this Asset Purchase Agreement effective as of the date first written above.

WIRE HOLDINGS LLC

By: _____
Name: Joseph J. Scaravilli
Title: President

RADIX ENTERPRISES HOLDINGS, LLC

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Chairman

ELECTROVATIONS HOLDINGS, LLC

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Chairman

RADIX ENTERPRISES, LLC

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Chairman

THE RADIX WIRE COMPANY, LLC

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Chairman

ELECTROVATIONS, LLC

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Chairman

[Signature Page to Asset Purchase Agreement]

THE R. CHARLES VERMERRIS FAMILY
TRUST UTA DATED DECEMBER 19, 2005

By: MaryLou VerMerris
Name: MaryLou VerMerris
Title: Trustee

[Signature Page to Asset Purchase Agreement (cont.)]

Exhibit A-1

List of Additional Trademark

Trademark	Registration Number	Issue Date
SILAVOLT	4,299,356	3/5/2013