

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
Newton Tool & Mfg. Company, Inc.		01/12/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Monarch Mfg. Works, LLC		
Street Address:	7249-B Browning Road		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08109		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0589750	MONARCH	
Registration Number:	1907056	MONARCH	
CORRESPONDENCE DATA			
Fax Number:	2155675057		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-568-4900		
Email:	asluzas@paulandpaul.com		
Correspondent Name:	Paul & Paul		
Address Line 1:	2000 Market Street		
Address Line 2:	Suite 2900		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	202-53 & - 087-94 # 0703		
NAME OF SUBMITTER:	Alex R. Sluzas		
Signature:	/Alex R. Sluzas/		

OP \$65.00 0589750

Date:

12/13/2013

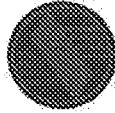
Total Attachments: 4

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Lauletta Birnbaum LLC
ATTORNEYS AT LAW

**ACQUISITION OF
THE ASSETS OF
NEWTON TOOL & MFG. COMPANY, INC.**

**BY
MONARCH MFG. WORKS, LLC**

SIGNING: JANUARY 10, 2012

CLOSING: JANUARY 24, 2012

Washington Professional Campus, 860 Route 168, Suite 204, Turnersville, New Jersey 08012
t: 856.232.1600 | f: 856.232.1601 | www.laulettabirnbaum.com

**TRADEMARK
REEL: 005174 FRAME: 0451**

DEFINITIVE PURCHASE AGREEMENT

Agreement made this *10th* day of January 2012, by and among Monarch Mfg Works, LLC, a Limited Liability Company organized and existing under and by virtue of the laws of the State of New Jersey, with corporate offices at 7249 B Browning Road, Pennsauken, New Jersey 08109 (hereinafter referred to as the "Purchaser"), and Newton Tool & Mfg. Company, Inc. a Corporation organized and existing under the laws of the State of Delaware, with an address 7249 B Browning Road, Pennsauken, N.J. 08109 (hereinafter referred to as the "Company" or "Seller").

WITNESSETH:

WHEREAS, the Company is the owner and operator of a manufacturing and distribution business, inter alia manufacturing the Monarch Nozzle brand and distribution of nozzles for oil heating and for agricultural use (the "Business") conducted at 7249 B Browning Road, Pennsauken, N.J. 08109 (the "Premises"), and

WHEREAS, the Seller has made certain representations and warranties as to the "Assets" and "Liabilities" as more particularly defined in the within Agreement or Schedules annexed thereto, and

WHEREAS, the Purchaser desires to purchase all the Assets of the Seller except the Retained Assets hereinafter defined. Said purchase by Purchaser shall include: machinery, tooling, customer lists, good will, work in progress, inventory, intellectual property, trade, copy and service marks, proprietary formulas, accounts receivable, technology, systems, processes, records, computer records, and the like of the Company, as more fully set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Definitions: The following terms shall have the meaning hereby assigned in this Agreement as well as any other Agreement which is collateral hereto:

"Assets", excluding Retained Assets, means all right, title, and interest in and to all of the assets of The Company, including, but not limited to its (a) tangible personal property (such as machinery, equipment, inventory), all "as is, where is", (b) Intellectual Property, logo's, logo type, trade dress, goodwill associated therewith, the trade names including Monarch Nozzles, and Newton Shop and related names and identities, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under applicable law, subject to Article Seventh, (c) agreements, contracts, indentures, instruments, security interests, guaranties, other similar arrangements, and rights thereunder, (d) all of the accounts receivable as set forth in Schedule 4, (e) all phone numbers, all fax numbers and all e-mail addresses, domain names and websites; (f) books, back-up tapes, records, ledgers, files, documents, correspondence, computers, payroll records, computer records, manufacturing processes, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, electronic advertising and graphic files, films, photographs, studies, reports, and related items and all printed or written materials, (g) all inventory at Seller's premises, "as is, where is, and (h) all of the revenues of the business from and after January 1, 2012.

"Retained Assets" are the following assets which are specifically excluded from the transaction and shall be retained by the Seller, and are called "Retained Assets" hereafter:

- (a) rights under Seller's insurance policies;
- (b) all Cash on hand, including bank accounts and temporary cash investments;

(c) all claims for refunds of Taxes and other government charges for periods ending on or prior to the Closing Date; and

(d) all claims or rights against third parties relating to liabilities or obligations not assigned to Purchaser or assumed by Purchaser. Warranty claims for inventory assigned to Purchaser shall be the exclusive property of Purchaser.

(e) Security deposit if any on existing lease

(f) Monies due from Sole Shareholder to Seller

"Intellectual Property" means (a) all inventions, (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all re-issuance, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer records (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).