

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/24/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Control Technology Partners, Inc.		07/24/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Anuva Automation, Inc.		
Street Address:	7703 Technology Drive, Suite 102		
City:	West Melbourne		
State/Country:	FLORIDA		
Postal Code:	32904		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86027127		
Registration Number:	4612305	TIO	
Serial Number:	86072909	IMAGINED BY YOU DESIGNED BY TIO ENGINEER	
Serial Number:	86072887	IMAGINED BY YOU	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3054821001		
Email:	rob.suarez@suareziplaw.com		
Correspondent Name:	Roberto M. Suarez, Esq.		
Address Line 1:	250 Catalonia Ave Suite 601		
Address Line 4:	Coral Gables, FLORIDA 33134		
ATTORNEY DOCKET NUMBER:	ANUVA_TM_ASSIGN		
NAME OF SUBMITTER:	Roberto M. Suarez		
SIGNATURE:	/ROBERTO M SUAREZ/		
DATE SIGNED:	11/05/2014		
Total Attachments: 40			

OP \$115.00 86027127

ASSET PURCHASE AGREEMENT
Between
Automated Control Technology Partners, Inc.
And
Anuva Automation, Inc.

August 4, 2014 [Update dates]

Parties to the Transaction:

Seller: Automated Control Technology Partners, Inc. ("ACTP")

Buyer: Anuva Automation, Inc. ("Anuva Automation")

SUMMARY

- ACTP is selling assets to Anuva Automation
- ACTP will utilize the proceeds from the sale to liquidate its debt.
- The parties entered into this Asset Purchase Agreement and closed the transaction as of July 24, 2014.

Anuva Automation/ACTP Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of this 24th day of July, 2014, is entered into by and among Automated Control Technology Partners, Inc. a Florida corporation ("Seller"), and Anuva Automation, Inc., a Florida Corporation ("Buyer").

RECITALS:

WHEREAS, Seller had been engaged in the design, engineering, marketing, manufacture, assembly, distribution and sale of digital audio and lighting products and solutions and custom high end automation systems (the "Business");

WHEREAS, in light of the financial situation faced by the Business and the need to raise capital;

WHEREAS, Seller and Buyer have agreed to transfer and assign assets of the Business to Buyer, subject to the terms and conditions set forth herein; and

WHEREAS, the customers and employees of Seller and the Business overall will benefit directly from the transfer of the assets to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Definitions:

The following terms have the meanings specified or referred to below:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"Encumbrance" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Claim" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting

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from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law(s)" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right- to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Intellectual Property" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority- issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) semiconductor chips and mask works; (h) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation,

Anuva Automation/ACTP Asset Purchase Agreement

misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

"Intellectual Property Assets" means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

"Intellectual Property License" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted to which Seller is a party, beneficiary or otherwise bound.

"Knowledge of Seller or Seller's Knowledge" or any other similar knowledge qualification, means the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

1. Purchase and Sale

1.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title and interest in and to all of the listed assets, properties and rights, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), (collectively, the "Purchased Assets"), including, without limitation, the following:

- 1.1.1. all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing ("Accounts Receivable") listed in Schedule A "Current Receivables" in the Disclosures;
- 1.1.2. all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories ("Inventory") set forth in Schedule B "Inventory" of the Disclosures;

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- 1.1.3. all Contracts, including Intellectual Property Licenses, set forth in Schedule C "Contracts and Licenses" of the Disclosures;
 - 1.1.4. all Intellectual Property Assets including Patents issued, pending and in process set forth and all Trademarks in Schedule D "Patents and Other Intellectual Property" of the Disclosures;
 - 1.1.5. all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property including without limitation, the tooling held by vendors of the Business as set forth in Schedule E "Tangible Property" of the Disclosures;
 - 1.1.6. all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
 - 1.1.7. all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees; as set forth in Schedule F "Prepays and Deposits" of the Disclosures;
 - 1.1.8. all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
 - 1.1.9. all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;
 - 1.1.10. originals, or where not available, copies, of all machinery and equipment maintenance files, customer lists, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, marketing and promotional surveys, material and research and intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses ("Books and Records");and
 - 1.1.11. all goodwill and the going concern value of the trademarks transferred with this sale.
- 1.2. Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"), and Contracts that are not Assigned Contracts (the "Excluded Contracts");
- 1.2.1. the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having only to do with the corporate organization of Seller;
 - 1.2.2. the assets, properties and rights specifically set forth in Schedule G "Excluded Assets" of the Disclosures; and
 - 1.2.3. the rights which accrue or will accrue to Seller under these Transaction Documents.
- 1.3. Liabilities.** Notwithstanding the provisions of Section 3 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever. Without limiting the generality of the foregoing, Liabilities shall include, but not be limited to, the following:
- 1.3.1. any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby;
 - 1.3.2. any Liability for
 - 1.3.2.1. Any Taxes of Seller or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period;

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- 1.3.2.2. Any Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller; or,
 - 1.3.2.3. other Taxes of Seller (or Affiliate of Seller) of any kind or description (including any Liability for Taxes that become a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);
 - 1.3.2.4. any Liabilities relating to or arising out of the Excluded Assets;
 - 1.3.2.5. any Liabilities in respect to any pending or threatened Action arising out of, relating to or otherwise in respect to the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;
 - 1.3.2.6. any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller;
 - 1.3.2.7. any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;
 - 1.3.2.8. except as set forth elsewhere in the Agreement, any trade accounts payable of Seller
 - 1.3.2.8.1. to the extent not accounted for in the Disclosures attached hereto which constitute intercompany payables owing to Affiliates of Seller;
 - 1.3.2.8.2. which constitute debt, loans or credit facilities to financial institutions; or
 - 1.3.2.8.3. which did not arise in the ordinary course of business;
 - 1.3.2.9. any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that do not constitute part of the Purchased Assets issued by the Business' customers to Seller on or before the Closing; or,
 - 1.3.2.9.1. are not validly and effectively assigned to Buyer pursuant to this Agreement;
 - 1.3.2.10. any Liabilities to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same), except for indemnification of same as Seller Indemnities;
 - 1.3.2.10.1. which are not validly and effectively assigned to Buyer pursuant to this Agreement;
 - 1.3.2.10.2. which do not conform to the representations and warranties with respect thereto contained in this Agreement; or
 - 1.3.2.10.3. to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;
 - 1.3.2.11. any Liabilities secured with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions.
 - 1.3.2.12. any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order; and any Liabilities of whatever nature of Seller, any of the other members of the Company, or the Business not expressly assumed by Buyer, including, without limitation, those Liabilities arising in any way or relating to this Transaction.
- 1.4. Consideration.** The total and sole consideration for the Purchased Assets and the performance of Seller's and obligations hereunder is a Promissory Note to the benefit of the Seller in the amount of [REDACTED] (the "Purchase Price"). The Buyer shall execute this note at Closing and a copy shall be attached hereto.
- 1.5. Allocation of Purchase Price.** Seller and Buyer agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation

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schedule (the "Allocation Schedule"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within thirty (30) days following the Closing Date.

1.6. Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 1.6 to the contrary, Buyer shall not be deemed to have waived its rights hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

1.7. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Anuva Manufacturing, 7703 Technology Blvd, Melbourne, FL 32904, at 11:00 am Eastern, on [DATE], or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date".

1.8. Closing Deliverables.

1.8.1. At the Closing, Seller shall deliver to Buyer the following:

- 1.8.1.1.** a bill of sale in the form included hereto (the "Bill of Sale") duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
- 1.8.1.2.** assignments in form and substance satisfactory to Buyer (the "Intellectual Property Assignments") duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer;
- 1.8.1.3.** such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement, including a Corporate Resolution from Seller authorizing the completion of this agreement;
- 1.8.1.4.** any lien releases necessary for Seller to deliver the Purchased Assets to the Buyer free and clear of any Encumbrances other than Permitted Encumbrances; and

1.8.2. At the Closing, Buyer shall deliver to Seller the following:

- 1.8.2.1.** the Assignment and Assumption Agreement duly executed by Buyer;
- 1.8.2.2.** the certificates of the Secretary or Assistant Secretary of Buyer required by this Agreement, including a Corporate Resolution from Buyer authorizing the completion of this agreement;

2. Representations and Warranties of the Seller.

Seller represents and warrants to Buyer that the statements contained in this Section 2 are true, correct and complete as of the date hereof and will be true, correct and complete as of the Closing Date.

2.1. Organization and Qualification of Seller.

2.1.1. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted.

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- 2.1.2. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.
- 2.2. Authority of Seller.** Seller has full power and authority to enter into this Agreement and the other Transaction Documents, to carry out their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document, the performance by Seller of their respective obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each other Transaction Document has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller enforceable against them in accordance with its terms.
- 2.3. No Conflicts; Consents.** The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not:
- 2.3.1. conflict with or result in a violation or breach of, or default under, any provision of the articles of corporation, operating agreement, by-laws or other organizational documents of Seller;
 - 2.3.2. conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets;
 - 2.3.3. require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or
 - 2.3.4. result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- 2.4. Undisclosed Liabilities.** Seller has no Liabilities with respect to the Business, except
- 2.4.1. those which can be reasonably liquidated with the proceeds of this transaction;
 - 2.4.2. those which have been incurred in the ordinary course of business consistent with past practice and which are not, individually or in the aggregate, material in amount.
- 2.5. Absence of Certain Chances, Events and Conditions.** In the sixty days prior to the Closing, other than in the ordinary course of business consistent with past practice, there has not been any:
- 2.5.1. event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
 - 2.5.2. declaration or payment of any dividends or distributions on or in respect of any of Seller's capital stock or redemption, purchase or acquisition of Seller's capital stock;
 - 2.5.3. material change in any method of accounting or accounting practice for the Business, except as required by Generally Accepted Accounting Principles ("GAAP");;

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- 2.5.4. material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
 - 2.5.5. entry into any Contract that would constitute a Material Contract;
 - 2.5.6. incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;
 - 2.5.7. transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Disclosures, except for the sale of Inventory in the ordinary course of business;
 - 2.5.8. cancellation of any debts or claims or amendment, termination or waiver of any rights with respect to Purchased Assets;
 - 2.5.9. transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses;
 - 2.5.10. material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;
 - 2.5.11. acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;
 - 2.5.12. material capital expenditures which would constitute an Assumed Liability;
 - 2.5.13. adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
 - 2.5.14. purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$10,000, individually (in the case of a lease, per annum) or \$20,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice;
 - 2.5.15. adoption, amendment, modification or termination of any bonus, profit sharing, incentive, severance, or other plan, Contract or commitment for the benefit of any Employees (or any such action taken with respect to any other Benefit Plan); or
 - 2.5.16. any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.
- 2.6. Material Contracts.**
- 2.6.1. The Disclosure Schedules list each of the following Contracts
 - 2.6.1.1. by which any of the Purchased Assets are bound or affected or
 - 2.6.1.2. to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contract, including without limitation, brokerage contracts) listed or otherwise disclosed in together with all Contracts relating to Intellectual Property set forth in the Disclosure Schedules, being "Material Contracts");
 - 2.6.1.3. all Contracts involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled without penalty or without more than 90 days' notice;
 - 2.6.1.4. all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;

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- 2.6.1.5. all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;
 - 2.6.1.6. all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
 - 2.6.1.7. all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
 - 2.6.1.8. all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than ninety (90) days' notice;
 - 2.6.1.9. except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees);
 - 2.6.1.10. all Contracts with any Governmental Authority;
 - 2.6.1.11. all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;
 - 2.6.1.12. all joint venture, partnership alliance, collaboration or similar Contracts;
 - 2.6.1.13. all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
 - 2.6.1.14. all powers of attorney with respect to the Business or any Purchased Asset;
 - 2.6.1.15. all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 2.6.
 - 2.6.1.16. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.
- 2.7. Title to Purchased Assets.** Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "Permitted Encumbrances"):
- 2.7.1. those items set forth in Schedule H "permitted Encumbrances" of the Disclosure Schedules;
 - 2.7.2. mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets;
 - 2.7.3. liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the Business or the Purchased Assets.
- 2.8. Condition and Sufficiency of Assets.** Except as set forth in the Disclosure Schedules, the buildings, plants, structures, furniture, fixtures, tooling, machinery, equipment, vehicles and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, tooling, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct (and used to conduct) the Business as currently conducted. None of the Excluded Assets are material to the Business.
- 2.9. Intellectual Property.**

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- 2.9.1. The Disclosure Schedules lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets, including software, that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.
- 2.9.2. The Disclosure Schedules lists all Intellectual Property Agreements. Seller has provided Buyer with true and complete copies of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Intellectual Property Agreement. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Intellectual Property Agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.
- 2.9.3. Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Intellectual Property Assets, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business as currently conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances. Without limiting the generality of the foregoing, Seller has entered into binding, written agreements with every current and former employee of Seller, and with every current and former independent contractor, whereby such employees and independent contractors (i) assign to Seller any ownership interest and right they may have in the Intellectual Property Assets; and (ii) acknowledge Seller's exclusive ownership of all Intellectual Property Assets. Seller has provided Buyer with true and complete copies of all such agreements.
- 2.9.4. The Intellectual Property Assets and Intellectual Property licensed under the Intellectual Property Agreements are all of the Intellectual Property necessary to operate the Business as presently conducted. The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business as currently conducted.
- 2.9.5. Seller's rights in the Intellectual Property Assets are valid, subsisting and enforceable. Seller has taken all reasonable steps to maintain the Intellectual Property Assets and to protect and preserve the confidentiality of all trade secrets included in the Intellectual Property Assets, including requiring all Persons having access thereto to execute written non-disclosure agreements.
- 2.9.6. The conduct of the Business as currently and formerly conducted, and the Intellectual Property Assets and Intellectual Property licensed under the Intellectual Property Agreements as currently or formerly owned, licensed or used by Seller, have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person. No Person has infringed, misappropriated, diluted or

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otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Intellectual Property Assets.

2.9.7. There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by Seller in connection with the Business; (ii) challenging the validity, enforceability, registrability or ownership of any Intellectual Property Assets or Seller's rights with respect to any Intellectual Property Assets; or (iii) by Seller or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of any Intellectual Property Assets. Seller is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would restrict or impair the use of any Intellectual Property Assets..

2.10. Inventory. To the Knowledge of Seller, all Inventory, whether or not reflected in the Disclosures, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. No Inventory is held on a consignment basis.

2.11. Legal Proceedings; Governmental Orders. Except as set forth in Schedule M ("Litigation") of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened against or by Seller relating to or affecting the Purchased Assets; or that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

2.12. Compliance With Laws; Permits.

2.12.1. Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

2.12.2. All Permits required for Seller for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full.

2.13. Environmental Matter.

2.13.1. The operations of Seller with respect to the Purchased Assets are currently and have been in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: Environmental Notice or Environmental Claim; or written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

2.13.2. Seller has obtained and is in material compliance with all Environmental Permits necessary for the use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation or use of the Purchased Assets. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

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- 2.13.3. None of the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.
- 2.13.4. There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller, and Seller has not received an Environmental Notice that any of the Purchased Assets has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.
- 2.13.5. Seller has disclosed all active or abandoned aboveground or underground storage tanks owned or operated by Seller in connection with the Purchased Assets.
- 2.13.6. Seller has disclosed a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and any predecessors in connection with the Purchased Assets as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.
- 2.13.7. Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.
- 2.13.8. Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments and other similar documents with respect to the Purchased Assets which are in the possession or control of Seller.
- 2.14. Taxes.**
- 2.14.1. There are no Encumbrances for Taxes upon any of the Purchased Assets nor, to Seller's knowledge, is any taxing authority other than the United States Internal Revenue Service ("IRS") in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets.
- 2.14.1.1. Seller shall provide best efforts to negotiate a settlement with the IRS utilizing the proceeds of this transaction to liquidate the liability. Legal fees shall be borne by Buyer.
- 2.14.2. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. 16
- 2.14.3. Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011 4(b).
- 2.15. Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.
- 2.16. Full Disclosure.** No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.
- 2.17. Affiliate Transactions.** No Insider is a party to any agreement, contract, commitment or transaction current in effect with Seller. No Insider is a party to any agreement, contract, commitment or transaction, other than those entered into on an arms-length basis, pertaining to the business of Seller or has any interest in

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any property, real or personal or mixed, tangible or intangible, used in or pertaining to the business of Seller that was not entered into on an arm's length basis.

2.18. Export and Import Laws. Seller:

- 2.18.1. is in compliance with all currently applicable U.S. Export and Import Laws. To the knowledge of Seller, there are no claims, complaints, charges, investigations or proceedings pending or reasonably expected or threatened between Seller and the United States Government under any U.S. Export and Import Laws;
- 2.18.2. has, to its knowledge, complied with and is in compliance with all currently applicable Foreign Export and Import Laws. There are no claims, complaints, charges, investigations or proceedings pending or, to Knowledge of Seller reasonably expected or threatened between Seller and a foreign government under any Foreign Export and Import Laws;
- 2.18.3. has complied, has prepared and, to its knowledge, timely applied for all import and export licenses required in accordance with U.S. Export and Import Laws and Foreign Export and Import Laws, for the conduct of Seller's current business; and
- 2.18.4. has made available to Buyer true and complete copies of issued and pending import and export licenses, and all documentation required by, and to necessary to evidence compliance with, all U.S. Export and Import Laws and all Foreign Export and Import Laws.

3. Representations and Warranties of Buyer

- 3.1. **Buyer represents and warrants to Seller** that the statements contained in this Article III are true, complete and correct as of the date hereof.
- 3.2. **Organization of Buyer.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of State of Florida.
- 3.3. **Authority of Buyer.** Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.
- 3.4. **No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:
 - 3.4.1. conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; or,
 - 3.4.2. conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or
 - 3.4.3. require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any

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Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such filings and such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect.

- 3.5. Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.
- 3.6. Legal Proceedings.** There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

4. Covenants

- 4.1. Conduct of Business Prior to the Closing.** Except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall:
- 4.1.1. conduct ordinary Business consistent with past practice; and
 - 4.1.2. use reasonable best efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its Employees, customers, lenders, suppliers, regulators and others having relationships with the Business.
 - 4.1.3. Without limiting the foregoing, Seller shall preserve and maintain all Permits required for the use of the Purchased Assets;
 - 4.1.4. maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
 - 4.1.5. continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
 - 4.1.6. defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
 - 4.1.7. perform all of its obligations under all Assigned Contracts;
 - 4.1.8. comply in all material respects with all Laws applicable to the ownership and use of the Purchased Assets; and
 - 4.1.9. not take or permit any action that would cause any materially adverse changes, events or conditions to occur.
- 4.2. Confidentiality.** From and after the Closing, each Party shall hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that the recipient of the confidential information can show that such information
- 4.2.1. is generally available to and known by the public through no fault of recipient, any of its Affiliates or their respective Representatives; or
 - 4.2.2. is lawfully acquired by the recipient, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If recipient or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the recipient shall promptly notify the disclosing in writing and shall disclose only that portion of such information which the recipient is advised by its counsel in writing is

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legally required to be disclosed, provided that the recipient shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

- 4.3. Closing Conditions.** Each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Section 5 hereof.
- 4.4. Public Announcements.** Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.
- 4.5. Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.
- 4.6. Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due.
- 4.7. Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

5. Conditions to Closing

- 5.1. Conditions Precedent to Obligations of All Parties.** The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:
- 5.1.1. The filings of Buyer and Seller pursuant to the HSR Act, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.
- 5.1.2. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.
- 5.1.3. Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities and Buyer shall have received all consents, authorizations, orders and approvals from the Governmental Authorities, in each case, in form and substance reasonably satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.
- 5.2. Conditions Precedent to Obligations of Buyer.** The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:
- 5.2.1. The Buyer shall have executed and delivered that certain Promissory Note, substantially in the form attached hereto as Exhibit A, to the benefit of Seller, along with the required down payment in immediately available funds.

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- 5.2.2. The Buyer shall have issued stock certificates for Common Stock of the Buyer to all parties listed in the "Shares Agreement" (attached hereto as Schedule H) in the amounts shown.
- 5.2.3. The representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).
- 5.2.4. Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.
- 5.2.5. No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.
- 5.2.6. All approvals, consents and waivers that are listed in the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.
- 5.2.7. There shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.
- 5.2.8. Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries required by this document.
- 5.2.9. Buyer shall have received a copy of all resolutions adopted by the Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- 5.2.10. Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.
- 5.3. Conditions Precedent to Obligations of Seller.** The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:
- 5.3.1. The representations and warranties of Buyer in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

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- 5.3.2. Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.
- 5.3.3. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.
- 5.3.4. All approvals, consents and waivers that are listed in the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Seller at or prior to the Closing.
- 5.3.5. Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries required by this document.
- 5.3.6. Seller shall have received a copy of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- 5.3.7. Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

6. Indemnification

- 6.1. **Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.
- 6.2. **Indemnification by Seller.** Subject to the other terms and conditions of this Section 6, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnities") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnities based upon, arising out of, with respect to or by reason of:
 - 6.2.1. any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
 - 6.2.2. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;
 - 6.2.3. any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date.
- 6.3. **Indemnification by Buyer.** Subject to the other terms and conditions of this Section 6.0, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnities") against, and shall hold each of them harmless from and against, and shall pay and

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reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnities based upon, arising out of, with respect to or by reason of:

- 6.3.1. any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
 - 6.3.2. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
 - 6.3.3. any claims from any Employee, former Employee or the beneficiaries and dependents of any such Employee or former Employee of the Business arising out of the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; or
 - 6.3.4. any Third Party Claim based upon, resulting from or arising out of the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- 6.4. Certain Limitations.** The indemnification provided for in Paragraph 6.2 and 6.3 shall be subject to the following limitations:
- 6.4.1. Seller shall not be liable to the Buyer Indemnities for indemnification under other than with respect to a claim for indemnification based upon, arising out of with respect to or by reason of any inaccuracy in or breach of any representation or warranty in this Agreement.
 - 6.4.2. Buyer shall not be liable to the Seller Indemnities for indemnification other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in this Agreement.
- 6.5. Indemnification Procedures.** The party making a claim under this Section 6.0 shall be referred to as the "Indemnified Party", and the party against whom such claims are is referred to as the "Indemnifying Party".
- 6.6. Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim.
- 6.6.1. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure.
 - 6.6.2. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.
 - 6.6.3. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that is asserted directly by or on behalf of a Person that is a supplier or customer of the Business, or seeks an injunction or other equitable relief against the Indemnified Party.

- 6.6.4. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnifying Party, provided, that if in the reasonable opinion of counsel to the Indemnified Party, there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.
- 6.6.5. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, pay, compromise, or defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.
- 6.7. Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 6. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 6.0 it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 6.8. Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days

after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

- 6.9. Cooperation.** Upon a reasonable request by the Indemnifying Party, each Indemnified Party seeking indemnification hereunder in respect of any Direct Claim, hereby agrees to consult with the Indemnifying Party and act reasonably to take actions reasonably requested by the Indemnifying Party in order to attempt to reduce the amount of Losses in respect of such Direct Claim. Any costs or expenses associated with taking such actions shall be included as Losses hereunder.
- 6.10. Payments.** Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to The "Prime Rate" as published in the "Wall Street Journal" (Eastern Edition) from time to time. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.
- 6.11. Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law. The liability of the Indemnifier with respect to any claim for indemnification shall be reduced by the amount of any insurance proceeds received by the Indemnified Party as a result of any Losses upon which such claim for indemnification is based.
- 6.12. Effect of Investigation.** The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in this Agreement, as the case may be.
- 6.13. Exclusive Remedies.** The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Section 6. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Section 6.0. Nothing in this shall limit any Person's right to seek and obtain any equitable relief

Anuva Automation/ACTP Asset Purchase Agreement

to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct.

7. Miscellaneous Provisions

- 7.1. Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.
- 7.2. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand (with written confirmation of receipt); when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.0

If to ACTP

Automated Control Technology Partners, Inc.
Attn: Michael Anderson
7512 Dr. Phillips Blvd
Box 50-354
Orlando, FL 32819
manderson@actpglobal.com

With Copies to:

Law Office of Roberto M. Suarez
250 Catalonia Drive
Suite 601
Miami, FL 33134
Rob.suarez@SuarezIPLaw.com

If to Anuva Automation

Anuva Automation, Inc.
7830 Ellis Road

Melbourne, FL 32904
spatel@anuvaautomation.com

With Copies to:

Dale A. Dettmer
Krasny and Dettmer
The Riverfront Building
304 S. Harbor City Blvd., Suite 201
Melbourne, Florida 32901

Gary Steer

Steer, Mercer & Co
Post Office Box 372911
1360 South Patrick Drive, Suite 2
Satellite Beach, Florida 32937

7.2.1. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

7.3. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

7.4. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.5. Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

7.6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed ;provided, however, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to any of its Affiliates. No assignment shall relieve the assigning party of any of its obligations hereunder.

7.7. No Third-party Beneficiaries. Except as provided specifically herein, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.8. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial

7.9. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

7.9.1. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

7.9.2. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF FLORIDA IN EACH CASE LOCATED IN THE COUNTY OF ORANGE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.9.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT

7.9.3.1. NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION,

7.9.3.2. SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER,

7.9.3.3. SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND

7.9.3.4. SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10

7.10. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Anuva Automation/ACTP Asset Purchase Agreement

7.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.12. Execution. The individual executing this Agreement on behalf of each Party hereby represents and warrants that he or she is duly authorized by all necessary action to execute this Agreement on behalf of their respected principal. Further, each Party herto represents to the other Party that the individual executing this Agreement on the behalf of the given party is duly authorized to do so and that all the terms and conditions of this Agreement are mutually agreed to and shall ne binding with all respects on such Party.

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

Automated Control Technology Partners, Inc.



Name: Michael L. Anderson

Title: President and Chief Executive Officer

Anuva Automation, Inc.



Name: Vinu Patel

Title: Chief Executive Officer

Anuva Automation/ACTP Asset Purchase Agreement

BILL OF SALE

This BILL OF SALE, dated July 24, 2014, is given by Automated Control Technology Partners, Inc., a Florida Corporation (the "Seller") to Anuva Automation, Inc. a Florida Corporation (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings provided in that certain Asset Purchase Agreement by and among the Seller, the Buyer and the other parties identified therein, dated as of July 24, 2014 (the "Agreement").

FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, the Seller, by these presents hereby sells, assigns, transfers, conveys and delivers to the Buyer all of the right, title and interest of the Seller in and to all of the Purchased Assets related to the Seller (as defined in the Agreement), including but not limited to those Purchased Assets related to the Seller described in the Agreement, free and clear of any and all Encumbrances (other than as expressly provided in the Agreement).

TO HAVE AND TO HOLD the same, with the appurtenances thereof, unto the Buyer, its successors and assigns for its and their own use and benefit forever.

The Seller, for itself, and its respective successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of the Buyer, the Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by the Buyer or as required pursuant to the Agreement in order to assign, transfer, set over, convey, assure and confirm unto and vest in the Buyer, its successors and assigns, title to the Purchased Assets sold, assigned, conveyed, transferred and delivered by this Bill of Sale.

This Bill of Sale is subject to the terms and conditions of the Agreement, which are incorporated herein by reference, and shall be binding upon the Seller and the Buyer, and their respective successors and assigns.

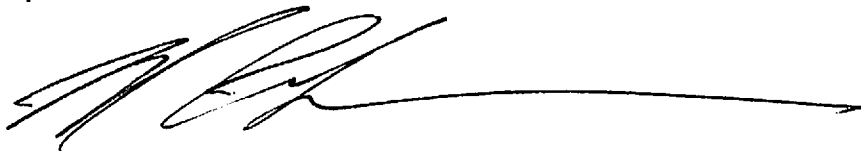
All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

THIS BILL OF SALE IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Bill of Sale as of July 24, 2014.

Automated Control Technology Partners, Inc.

By:

A handwritten signature in black ink, appearing to be 'Michael Anderson', written over a horizontal line.

Name: Michael Anderson

Title: President and Chief Executive Officer

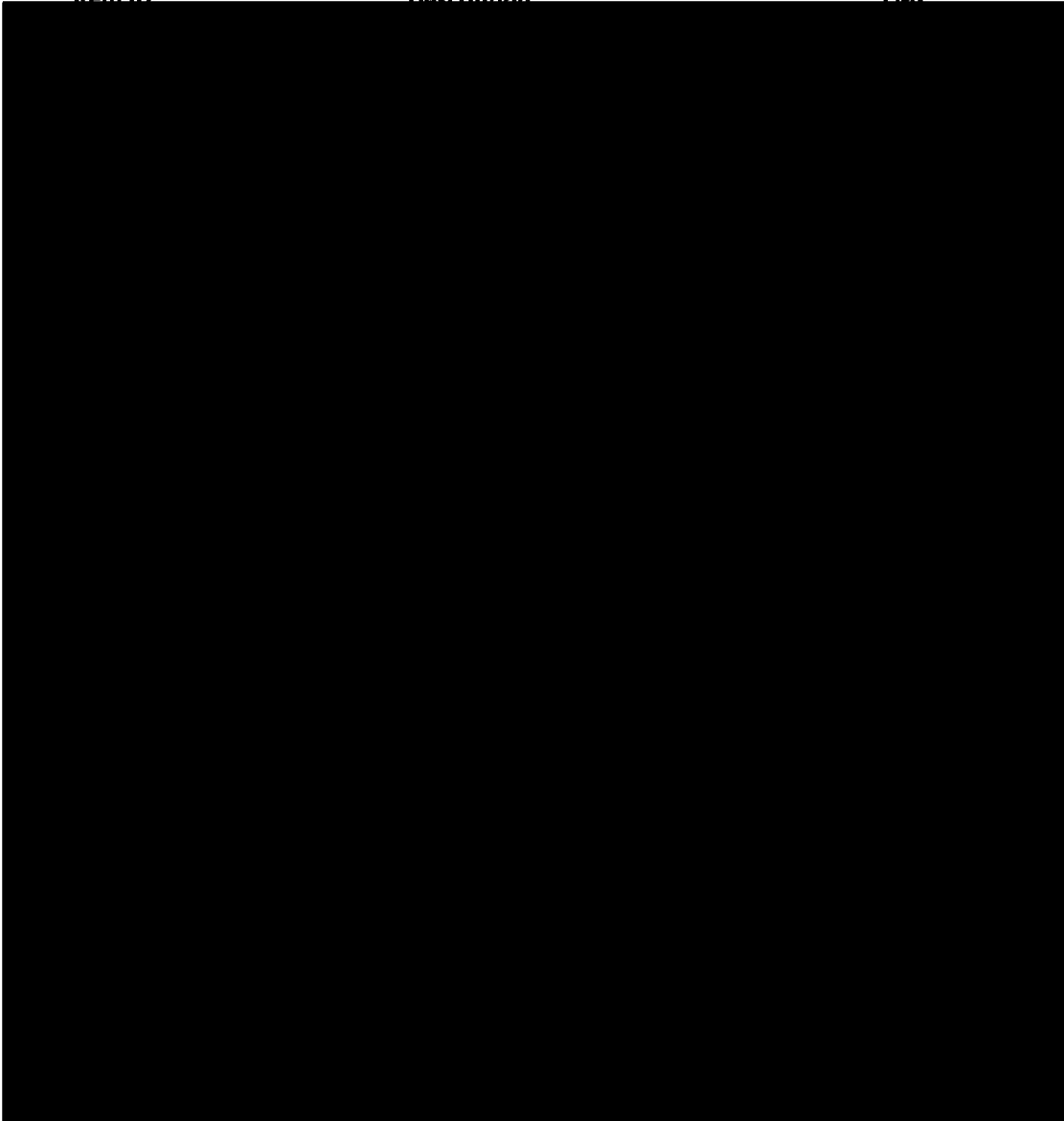
Schedule A

Accounts Receivable



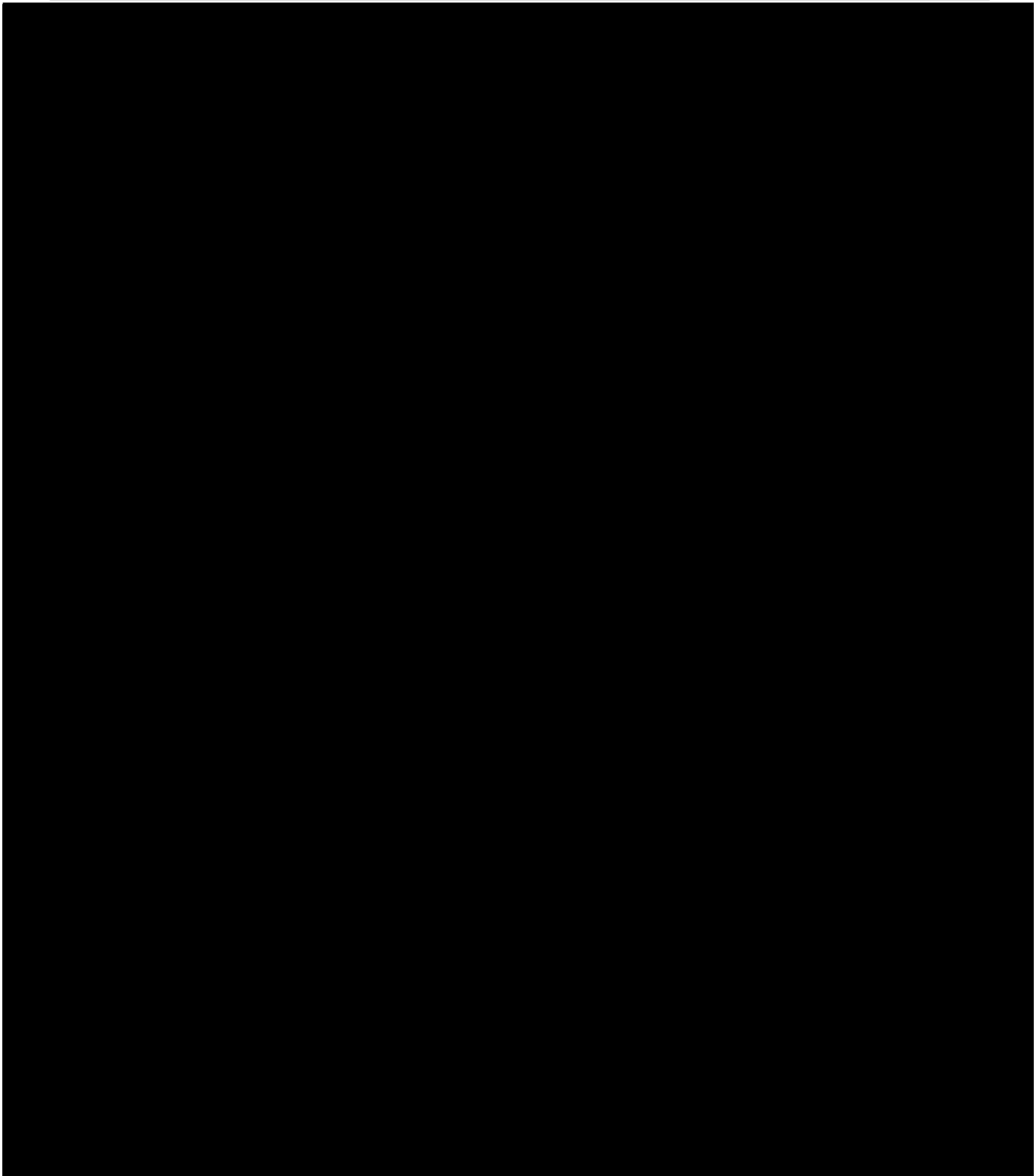
Schedule B
Inventory

Item ID **Description** **Qty**



Schedule C

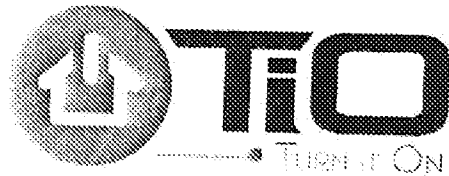
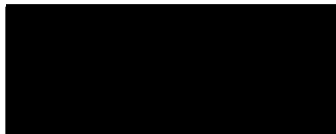
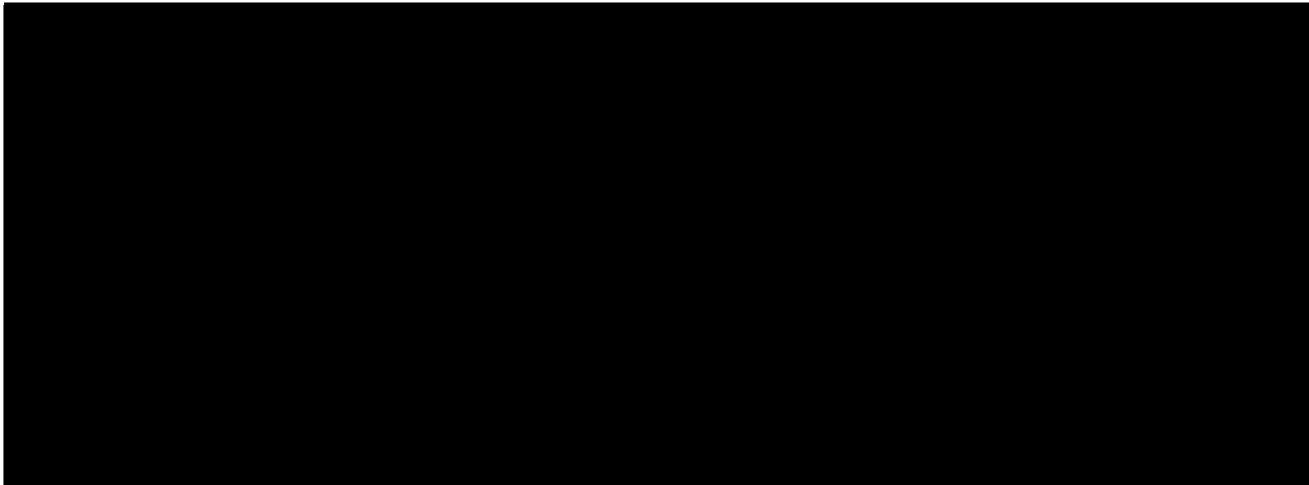
Contracts and Licenses





Schedule D

Patents and Other Intellectual Property



Trademarks (registration in process):

TiO

Turn it On

Imagined by You

Imagined by You
Designed by TiO
Engineered by Experts
Assembled in the USA
Shipped with Gratitude

Simple Sophistication

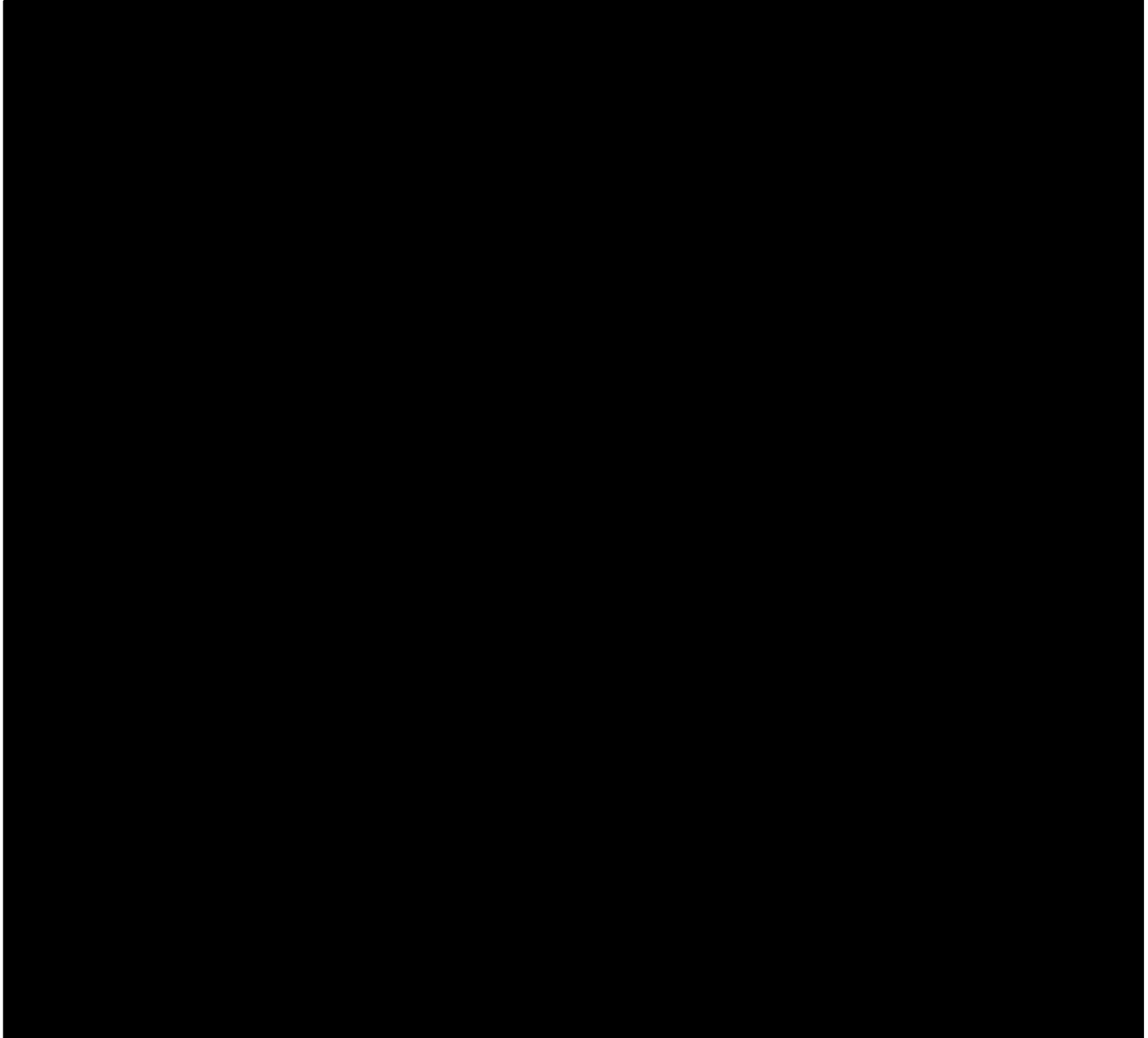
Imagined by you™



Imagined by You
Designed by TiO
Engineered by Experts
Assembled in the USA
Shipped with Gratitude

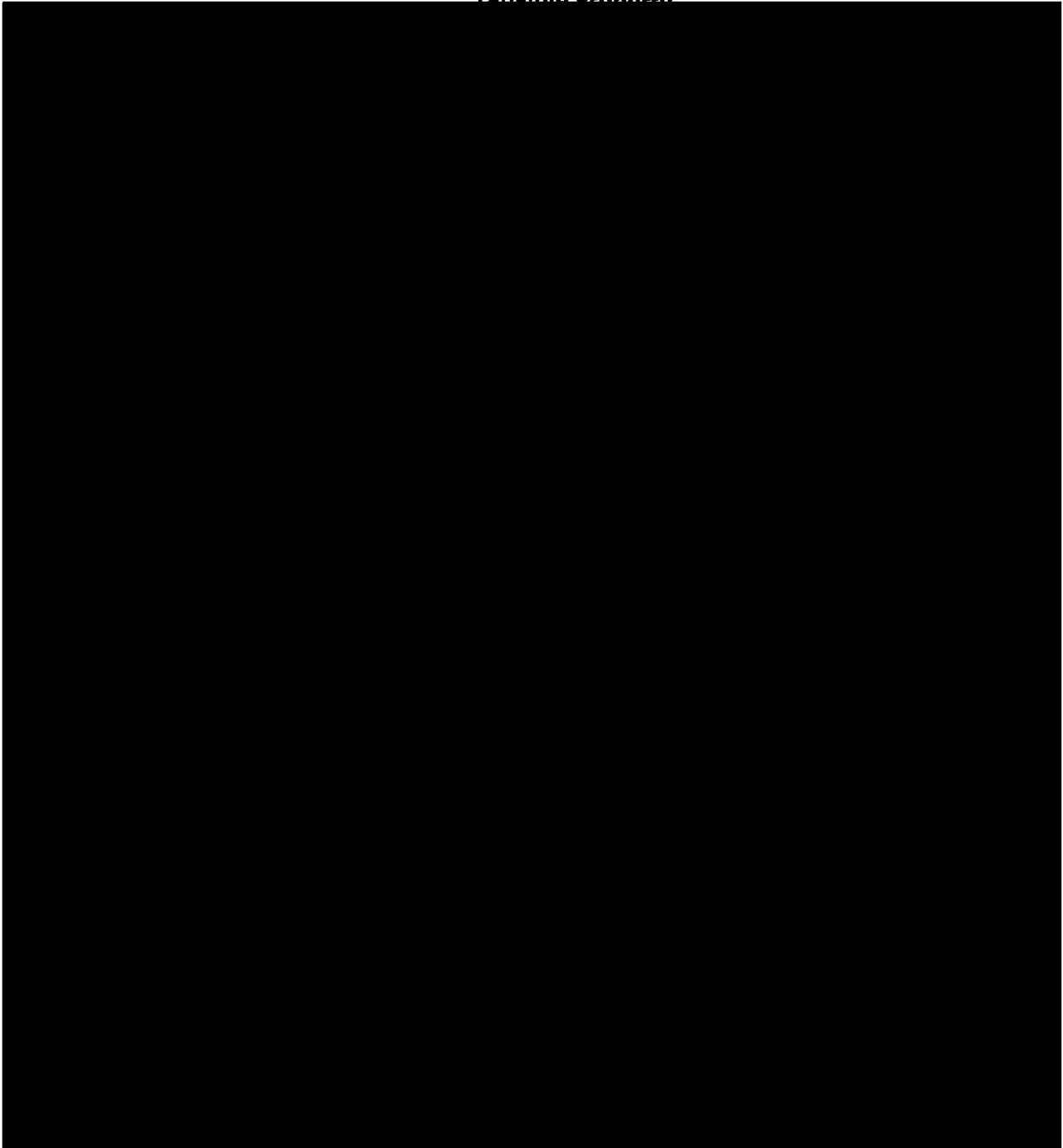
Simple Sophistication

Schedule E



Schedule E (cont.)

Tangible Property



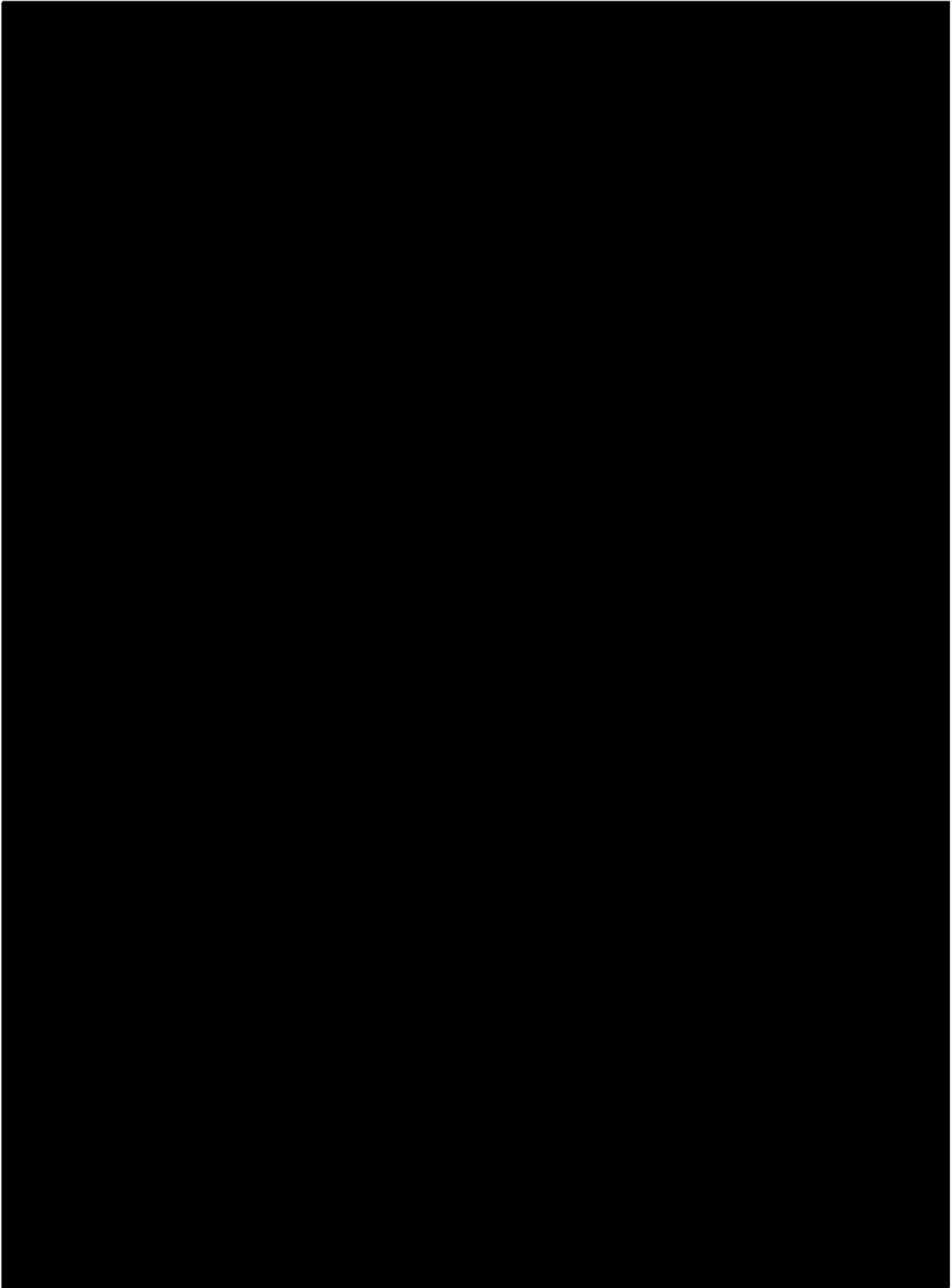
Schedule F

Prepaid Expenses and Deposits

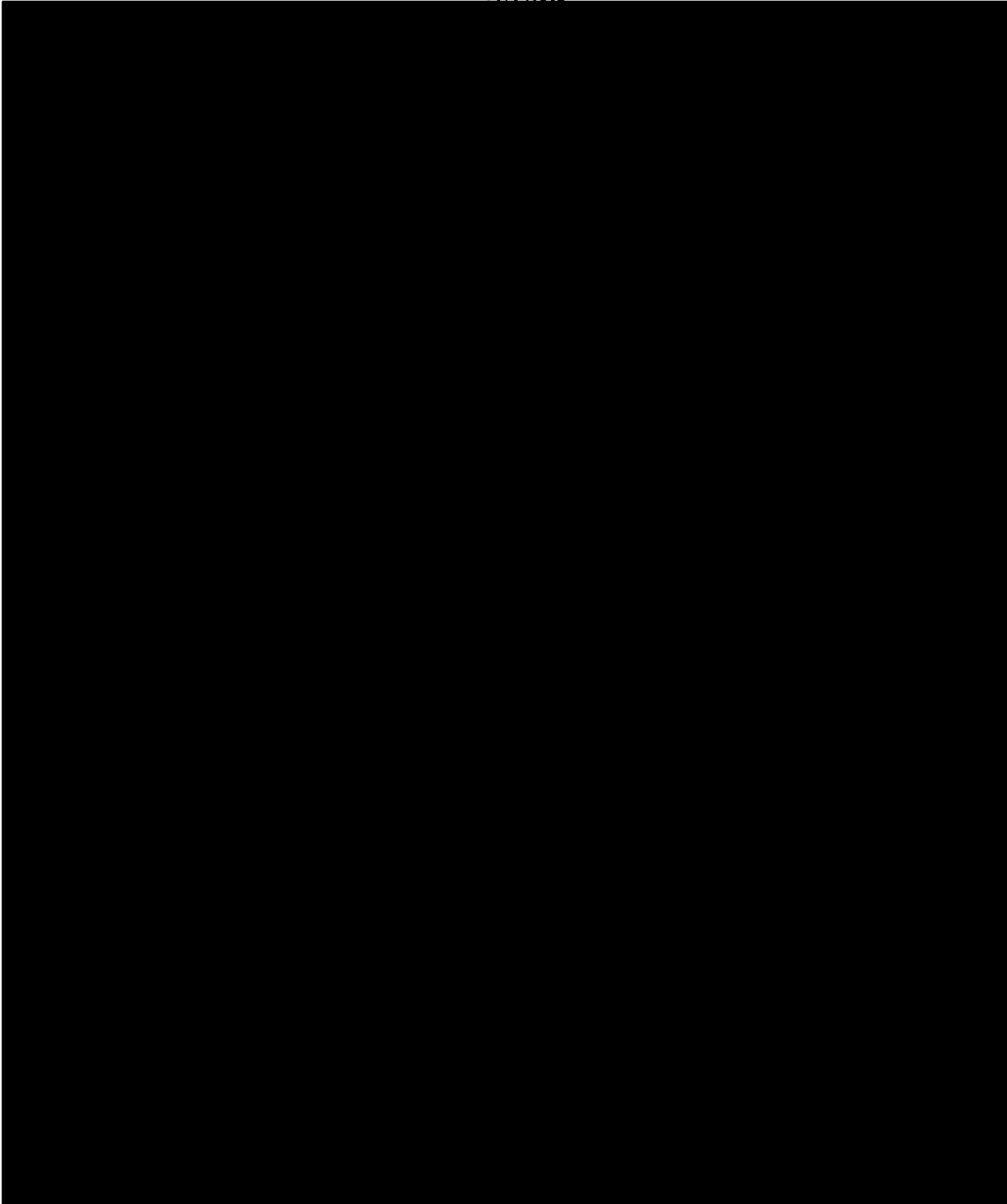


Schedule G
Excluded Assets

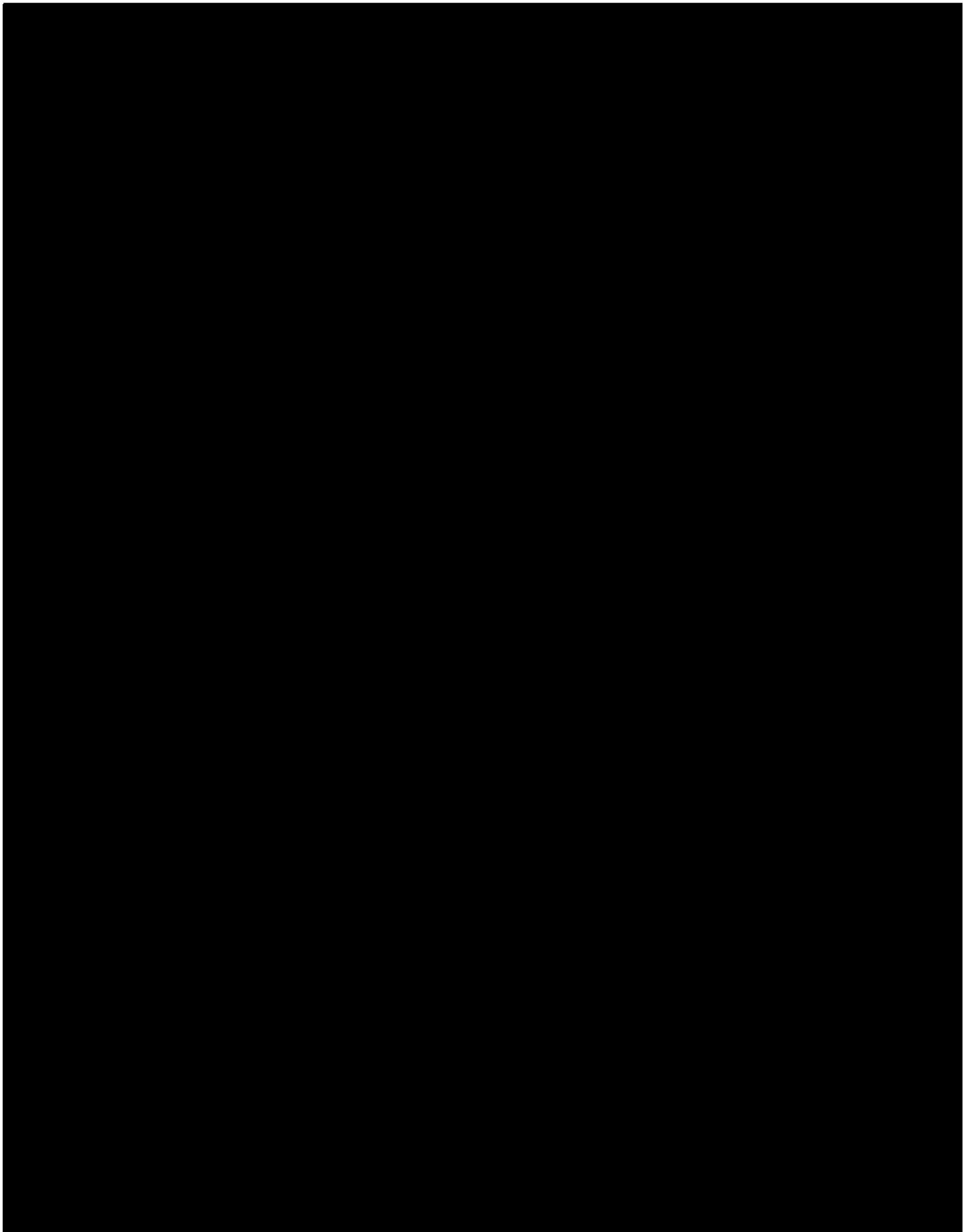


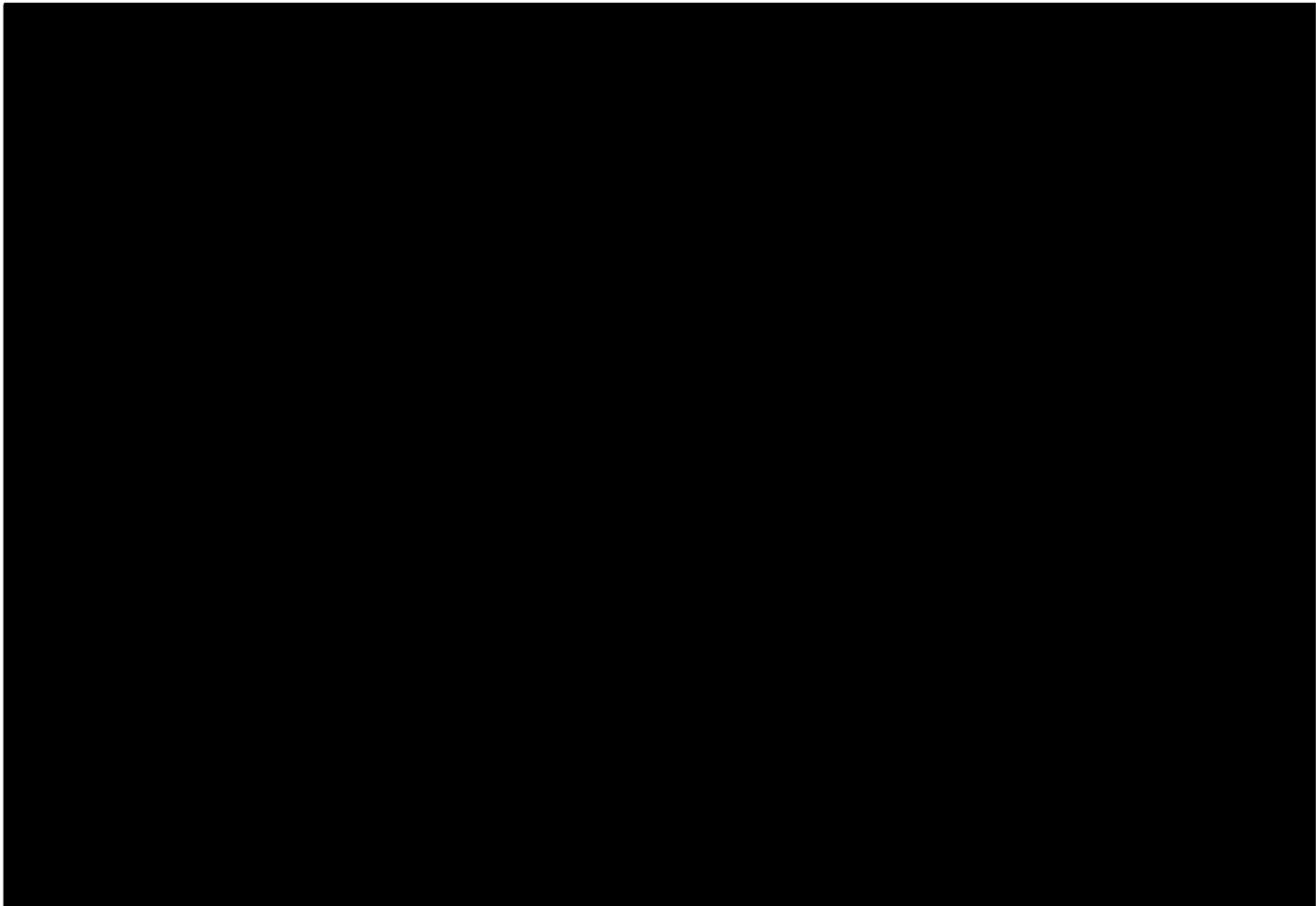


Appendix A
Promissory Note









IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first stated above.

Maker

By: Vinu Patel
Chief Executive Officer
Anuva Automation, Inc.