

02/08/2016

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/16)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



02/08/16

103674495

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fabreeka Products Company

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Massachusetts

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/21/2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Beltservice Corporation

Street Address: 4143 Rider Trail North

City: Earth City

State: Missouri

Country: USA Zip: 63045

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Missouri
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text:

B. Trademark Registration No.(s)

0797220

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FABSYN

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Beltservice Corporation

Internal Address: Attn: Doug Giles

Street Address: 4143 Rider Trail North

City: Earth City

State: Missouri Zip: 63045

Phone Number: 314-715-3006

Docket Number:

Email Address: DGiles@beltservice.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 09/18/2015 NGUYEN1 00000022 0797220

Authorized User Name: 40.00 00

9. Signature:

Douglas Giles  
Signature  
Douglas Giles  
Name of Person Signing

1/29/2016  
Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into this 21st day of December, 2007, by and between BELTSERVICE CORPORATION, a Missouri corporation ("Buyer"), and FABREEKA INTERNATIONAL, INC., a Massachusetts corporation ("Seller").

### RECITALS

WHEREAS, Seller's Fabflex Rubber Belt Division, located in Boise, Idaho, is currently engaged in the production and distribution of rubber belting;

WHEREAS, Seller desires to sell certain assets used in the operation of the Business; and

WHEREAS, Buyer desires to acquire such assets pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

### ARTICLE I DEFINITIONS

Capitalized terms used, but not defined, in the various sections of this Agreement shall have the meanings ascribed to them in Schedule 1.

### ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 **Purchased Assets.** On the terms and subject to the conditions set forth herein, on the Closing Date Seller shall convey, transfer, assign, and deliver to Buyer, free and clear of all liens and encumbrances whatsoever except as expressly provided herein, and Buyer shall purchase, acquire, and accept, all right, title, and interest of Seller in and to the Business and certain of the rights and tangible and intangible assets of Seller used in connection with the operation of the Business, all as set forth below in this Section 2.1 (collectively, the "Assets"):

(a) All tangible goods including equipment, tools, motor vehicles, furniture and trade fixtures, leasehold improvements, office supplies, computers, non-proprietary computer software, books, sales aids, sales literature, advertising material, machinery and other tangible assets used in connection with the operation of the Business (except those which are Excluded Assets) ("**Tangible Personal Property**");

(b) All Inventory;

(c) All Accounts Receivable;

(d) All Business orders;

(e) All deposits representing prepayments by Seller for goods and services to be provided in the future;

(f) Contracts, agreements, leases and other commitments of Seller relating to the Business (collectively, the "**Contracts**"), as set forth on Schedule 2.1(f), and purchase and sales orders, quotations, arrangements, and other commitments which have already been provided to Buyer in connection with its due diligence and the originals of which are currently being kept at the Business' premises and shall be available to Buyer on the Closing Date;

(g) True copies of all books, documents, and records (both historical and current) maintained by Seller which relate to or concern the operation of the Business, including, but not limited to, finance and accounting data, sales materials (including orders and quotes), production work orders, correspondence, customer and other lists, credit information and records, pricing and purchasing information and policies concerning customers, prospective customers, suppliers, and prospective suppliers of the Business;

(h) All proprietary rights, trademarks, tradenames, service marks, service names, trade secrets, copyrights, files, records, logs, accounts, customer lists, business documents and information, price sheets, market knowledge, and historical information, licenses, intangible personal property licenses, drawings, logos, blueprints, plans and processes developed or acquired by Seller and used in connection with the operation of the Business, including, without limitation, the names "Fabflex", "Fabsyn" and "Fablon" and all variations thereof except as provided in Section 5.2(g) ("Intangible Personal Property"); and

(i) To the extent transferable, all material authorizations, permits, consents, or governmental and regulatory authorizations which in any way relate to or concern the operation of the Business.

2.2 Excluded Assets. Notwithstanding Section 2.1 hereof, there shall be excluded from this sale the following assets of Seller (collectively the "Excluded Assets"):

(a) All cash on hand and on deposit and cash equivalents, including checks, wire transfers or other payments for orders completed by Seller, as of 11:59 p.m., on the last business day immediately preceding the Closing Date;

(b) Minute books and other records of proceedings and ownership of Seller;

(c) All tax records pertaining to Seller's operation of the Business prior to the Closing Date;

(d) All bank accounts;

(e) All assets of Seller not located at the Facility and not related to the Business;

(f) All Macola software; and

(g) All contracts, agreements, leases, purchase and sales orders, quotations, arrangements, and other commitments of Seller not required to operate the Business.

### ARTICLE III ASSUMPTION OF LIABILITIES

3.1 Assumed Liabilities. Buyer agrees to assume only the following liabilities, duties, and obligations of Seller (the "Assumed Liabilities"):

(a) The Accounts Payable; and

(b) Any liability existing as of the Closing Date arising from Seller's obligation to deliver goods or services in connection with the operation of the Business.

3.2 No Other Liabilities Assumed. Except as expressly provided in Section 3.1, Buyer is not assuming, directly or indirectly, any obligation to pay any of the debts, liabilities, or other obligations of Seller, whether now or hereafter existing, accrued or contingent, or arising out of or related to the consummation of the Transaction. Without limiting the generality of the foregoing and except as otherwise expressly provided herein, Buyer shall not assume or be responsible for:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**"SELLER"**

**FABREEKA INTERNATIONAL, INC.**

By:  \_\_\_\_\_  
J. Patrick North

**"BUYER"**

**BELTSERVICE CORPORATION**

By: \_\_\_\_\_

Thomas Acker, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**"SELLER"**

**FABREEKA INTERNATIONAL, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_

**"BUYER"**

**BELTSERVICE CORPORATION**

By: Thomas E. Acker  
Thomas Acker, President